

AGENDA
Board of Directors Meeting
September 1, 2021
10:00 a.m.

MEETING ACCESSIBLE VIA ZOOM AT: <https://gosbcta.zoom.us/j/89717304487>

Teleconference

Dial: 1-669-900-6833

Meeting ID: 897 1730 4487

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

Board of Directors

President

Curt Hagman, Supervisor
County of San Bernardino

Vice-President

Art Bishop, Council Member
Town of Apple Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Vice Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Cameron Gregg, Mayor
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Rhodes "Dusty" Rigby, Council Member
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Edward Paget, Vice Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Carlos A. Garcia, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

David Avila, Council Member
City of Yucaipa

Rick Denison, Council Member
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Michael Beauchamp, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

Board of Directors

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Interested persons may submit Public Comments 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 p.m. on August 31, 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 Curt Hagman)

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

Pg. 17

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

- 2. June and July 2021 Procurement Report** Pg. 21
Receive the June and July 2021 Procurement Report.
Presenter: Jeffery Hill
This item was received by the General Policy Committee on August 11, 2021.
- 3. Measure I Revenue - 4th Qtr 2020/2021** Pg. 31
Receive report on Measure I receipts for Measure I 2010-2040.
Presenter: Hilda Flores
This item was received by the General Policy Committee on August 11, 2021.
- 4. Fiscal Year 2020/2021 Budget Amendments** Pg. 33
That the Board, acting as the San Bernardino County Transportation Authority:
A. Approve an increase in budget for Fiscal Year 2020/2021 for Task No. 0550 – Allocations/Pass-Through by \$9,080,000 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass-Through Programs in each of the six subareas of the San Bernardino County (County) (funds 4140, 4240, 4340, 4440, 4540, and 4640).
B. Approve an increase in budget for Fiscal Year 2020/2021 for Task No. 0310 – Transit Allocation/Pass-Through by \$319,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in five of the six subareas of the County (funds 4270, 4370, 4470, 4570, and 4670).
Presenter: Hilda Flores
This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021.
- 5. Release of Request for Qualifications No. 22-1002674 for Investment Banking Services/Bond Underwriting** Pg. 35
That the Board, acting as the San Bernardino County Transportation Authority:
A. Approve release of Request for Qualifications No. 22-1002674 for investment banking services/bond underwriting.
B. Authorize Executive Director, or his designee, to approve the pool of underwriters selected.
Presenter: Hilda Flores
This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft RFQ.

6. Award Contract for Sales Tax Consultant Services

Pg. 37

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

A. Award Contract No. 21-1002544 to Hinderliter, de Llamas & Associates for Sales Tax Consultant Services in an amount not-to-exceed \$200,000 for a five (5) year contract term, with two (2) one (1) year option terms not-to-exceed \$40,000 per year.

B. Approve Resolution No. 22-001 authorizing examination of Sales and Use Tax Records.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, and the draft contract and resolution.

7. Award Contract No. 21-1002570 Laserfiche to Global Solutions Group, Inc.

Pg. 70

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

Award Contract No. 21-1002570 to Global Solutions Group, Inc., in the amount of \$350,000 for a three (3) year term, with two (2) two-year option years for a total not-to-exceed amount of \$550,000.

Presenter: Jeffery Hill

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

8. Review of Ad Hoc Committees

Pg. 102

Note the elimination of the Council of Governments Ad Hoc Committee and the Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee.

Presenter: Marleana Roman

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

Consent - Air Quality/Traveler Services

9. Amendment No. 3 to Contract No. 16-1001521 with Mobile Relay Associates for Freeway Service Patrol Radio Services

Pg. 103

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

A. Approve Amendment No. 3 to Contract No. 16-1001521 with Mobile Relay Associates, LLC, to extend the term by twenty-one (21) months to June 30, 2023 and increase the contract price by \$57,941.79 for a total not-to-exceed amount of \$167,977.79, without undergoing a new competitive procurement.

B. Approve the waiver of the five-year maximum contract term for Contract No. 16-1001521 as defined in Policy No. 11000 to allow Mobile Relay Associates, LLC to continue to provide radio communication services for the Inland Empire Freeway Service Patrol Program.

Presenter: Kelly Lynn

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Management have reviewed this item and the draft amendment.

Consent - Project Delivery

10. Request for Proposals for On-Call Construction Management Services

Pg. 110

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

A. Authorize release of Request for Proposals No. 22-1002663 for On-Call Construction Management (CM) Services.

B. Approve exception to Contracting and Procurement Policy No. 11000 and authorize the Executive Director, or his designee, to approve Contract Task Orders up to \$1,000,000 for the On-Call CM Services contracts resulting from this procurement.

Presenter: Khalid Bazmi

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 12, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft Scope of Work.

11. Interstate 215 Bi-County Landscaping Project - Caltrans Construction Cooperative Agreement

Pg. 115

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

Approve Cooperative Agreement No. 21-1002628 with the California Department of Transportation for the Construction Phase of the Interstate 215 Bi-County Landscape Project (Project) which specifies roles, responsibilities and funding between the two agencies including identifying San Bernardino County Transportation Authority as the implementing agency for construction and locally funding the Project costs.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 12, 2021. MVSS reviewed and recommended approval of the agreement in a substantially similar format. The draft agreement has been updated to incorporate formatting and non-substantive revisions made by Caltrans. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Consent - Regional/Subregional Planning

12. Update on SBCTA staff activities related to implementation of Senate Bill 743

Pg. 140

Receive an update on San Bernardino County Transportation Authority staff activities related to implementation of Senate Bill 743 in San Bernardino County.

Presenter: Josh Lee

This item was received by the General Policy Committee on August 11, 2021. In addition, VMT reduction under SB 743 has been a regular agenda item for both the Planning and Development Technical Forum (PDTF) and the Transportation Technical Advisory Committee (TTAC) meetings since 2019 when the SBCTA Phase 1 VMT study began.

13. SBTAM Update "Plus" Caltrans Grant Award

Pg. 143

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

A. Approve Resolution No. 22-004, authorizing the Executive Director, or his designee, to execute Contract No. 22-1002669, subject to approval as to form by General Counsel, a Restricted Grant Agreement between San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) for SBCTA to receive an amount not-to-exceed \$443,535 for the development of the San Bernardino Transportation Analysis Model Update "Plus" project.

B. Authorize the Executive Director, or his designee, to release Request for Proposals No. 22-1002670 for development of the San Bernardino Transportation Analysis Model Update "Plus" project.

C. Approve a budget amendment to the Fiscal Year 2021/2022 Budget, Task No. 0404, by adding Caltrans Sustainable Communities Planning Grant funds in the amount of \$443,535.

Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the proposed resolution.

Consent - Transit

14. Redlands Passenger Rail Project - Contingency Increase to Construction Contract No. 17-1001705 Pg. 160

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

A. Approve an increase in the amount of contingency authorized for Contract No. 17-1001705 with Flatiron West, Inc. for the Redlands Passenger Rail Project (RPRP) mainline by \$7,711,607.40, increasing it from \$15,423,207.19 to \$23,134,814.59, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

B. Allocate an additional \$7,711,607.40 in Federal Transit Administration 5307 Funds to the RPRP, increasing the overall RPRP budget to \$373,669,232.30.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$7,711,607.40 in Federal Transit Administration 5307 Funds.

Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 12, 2021. SBCTA's General Counsel, Procurement Manager and Risk Management have reviewed this item.

15. Redlands Passenger Rail Project Quarterly Update Pg. 173

Receive and file the Redlands Passenger Rail Project Quarterly Update.

Presenter: Victor Lopez

This item was received by the Transit Committee on August 12, 2021.

16. Bi-Annual Fiscal Year 2020/2021 Railroad Right-of-Way Grants of Use Report Pg. 188

Receive and file the second half of Fiscal Year 2020/2021 (January through June 2021) Right-of-Way Grants of Use Report.

Presenter: Ryan Aschenbrenner

This item was received by the Transit Committee on August 12, 2021.

17. Fiscal Year 2020/2021 Third Quarter Transit Operator Update

Pg. 190

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update.

Presenter: Nancy Strickert

This item was received by the Transit Committee on August 12, 2021.

18. On-Call Services Contract Extension & West Valley Connector and Zero-emission Multiple Unit Program Management Services Contract Task Order Increase

Pg. 215

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

A. Approve Amendment No. 4 to Contract No. C14003 with Mott MacDonald Group, formerly Hatch Mott MacDonald, for On-Call Transit and Rail Services, extending the term from December 31, 2022 to June 30, 2025, and increasing the contract amount in accordance with Recommendation C, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements.

B. Approve Amendment No. 4 to Contract No. C14086 with WSP USA Inc., formerly Parsons Brinckerhoff, for On-Call Transit and Rail Services, extending the term from December 31, 2022 to June 30, 2025, and increasing the contract amount in accordance with Recommendation C, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements.

C. Approve a total not-to-exceed amount of \$6,600,000 for WSP USA Inc. (Contract No. C14086) and Mott MacDonald Group (Contract No. C14003) with \$3,400,000 from the West Valley Connector Project budget and \$3,200,000 from the Zero-emission Multiple Unit (ZEMU) Project budget, increasing the total allocation to these contracts from \$26,750,000 to \$33,350,000.

D. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 64 for the ZEMU Program Management Services to Mott MacDonald Group (Contract No. C14003) in an amount not-to-exceed \$3,200,000 in previously allocated Valley State Transit Assistance – Population Share funds.

E. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 71 for West Valley Connector Program Management Services with WSP USA Inc. (Contract No. C14086) in an amount not-to-exceed \$3,400,000 in Federal Transit Administration Section 5309 funds allocated to the Project from the American Rescue Plan Act of 2021.

F. Approve a budget amendment for the Fiscal Year 2021/2022 Budget for Task No. 0315 – Transit Capital with a substitution source of funds in an amount of \$3,400,000 Valley Measure I Express Bus/Bus Rapid Transit funds with Federal Transit Administration 5309 funds in the amount of \$3,400,000, for a zero net increase to the fiscal year budget.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 12, 2021. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft amendments.

Consent - Transportation Programming and Fund Administration

19. Stoddard Wells Road Widening Funding Agreement

Pg. 229

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

A. Allocate \$1,120,500 in Victor Valley Major Local Highway Program funds to the Town of Apple Valley for the Stoddard Wells Road Widening Project.

Agenda Item 19 (cont.)

B. Approve Funding Agreement No. 22-1002675 in the amount of \$1,120,500 with the Town of Apple Valley for the Stoddard Wells Road Widening Project.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 20, 2021. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Consent - Legislative/Public Outreach

20. State Legislative Update Pg. 239

Receive the August 2021 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on August 11, 2021.

21. Federal Legislative Update Pg. 256

Receive the August 2021 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on August 11, 2021.

22. Legislative Policy Committee Membership Terms Pg. 258

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

Approve a revision to Policy No. 10002, Section V. Membership Terms, to state: "Members of the Legislative Policy Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years."

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. General Counsel has reviewed this item and the proposed policy revision.

23. Update on the Western Joshua Tree Pg. 264

Receive and file an update on the status of the Western Joshua Tree (*Yucca Brevifolia*) as a threatened or endangered species under the California Endangered Species Act.

Presenter: Otis Greer

This item was received by the Mountain/Desert Policy Committee on August 20, 2021.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Council of Governments

24. Presentation by San Manuel Band of Mission Indians on AB 52 Compliance Pg. 270

Receive a presentation from the San Manuel Band of Mission Indians regarding resources and training materials available to cities and counties for the purpose of achieving AB 52 compliance.

Presenter: Monique Reza-Arellano

This item has not received prior policy committee review. The City/County Manager's Technical Advisory Committee reviewed this item at the August 5, 2021 meeting.

25. Agreement No. 21-1002660 with FNA California, LLC for Sole Source Purchase and Sale Agreement for Property Assessed Clean Energy Assessment Receivables Pg. 277

That the Board, acting as the San Bernardino Associated Governments:

A. Approve **Sole Source** Purchase and Sale Agreement No. 21-1002660 with FNA California, LLC to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2015-2016 through 2020-2021 tax years, and authorize the Executive Director, with the approval of General Counsel as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Presenter: Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Discussion - Administrative Matters

26. Insurance Update and Binding of the General Commercial Liability Insurance Policy Pg. 312

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

Authorize the Director of Special Projects and Strategic Initiatives to bind the Commercial General Liability Policy up to \$228,856, i.e., 10% over the estimate of \$208,051, and authorize the Executive Director to bind the policy should the amount exceed \$228,856.

Presenter: Steven Keller

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Risk Manager have reviewed this item.

Discussion - Project Delivery

27. Mt. Vernon Viaduct High Cost Agreement for Right-of-Way and Construction Pg. 315

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

A. Approve Agreement No. 22-1002679 with the California Department of Transportation (Caltrans) for the right-of-way and construction phases of the Mt. Vernon Viaduct Project (Project) funding, where San Bernardino County Transportation Authority will be responsible for initial funding of the phases and up to \$5 million for any required financing costs to provide that funding with reimbursement to occur at \$40 million per year from Caltrans' Highway Bridge Program, starting in Fiscal Year 2021/2022, until all financing costs and the federal share of Project costs are fully reimbursed as detailed in the agreement.

Agenda Item 27 (cont.)

B. Approve required budget amendment for Fiscal Year 2021/2022 of \$50 million to issue commercial paper and pay financing costs as described in the financial impact section for Project cash flow needs prior to availability of reimbursement by Caltrans.

Presenter: Paula Beauchamp

This item has not received prior policy committee or technical advisory committee review. This is being brought directly to Board due to the need to expedite approval. SBCTA General Counsel has reviewed this item and the draft agreement.

28. Interstate 10 Alabama Street Interchange Improvements Project - Award Construction Contract Pg. 325

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

A. Approve Construction Contract No. 21-1002620 for the Interstate 10 Alabama Street Interchange Improvements Project (Project) to Ortiz Enterprises, Inc., the lowest responsible and responsive bidder, in an amount not-to-exceed \$8,657,386.10.

B. Approve an Allowances/Contingency amount of \$1,338,886.33, comprised of a contingency amount of \$1,038,886.33 and supplemental work costs at \$300,000.00; and authorize the Department Director, or designee, to release the funds as necessary for the Project.

C. Approve an expenditure authority of \$150,552.00 for Agency Furnished Materials and Services, which will be expended as necessary for the Project.

Presenter: Khalid Bazmi

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

Discussion - Transit

29. Adopt Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Final Environmental Impact Report Pg. 364

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

A. Adopt Resolution No. 22-005, making findings necessary to approve the Mitigation Monitoring and Reporting Program and certifying the Final Environmental Impact Report for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project.

B. Delegate authority to the Executive Director, or his designee, upon approval as to form by General Counsel, to execute a funding agreement between the San Bernardino County Transportation Authority and the South Coast Air Quality Management District for an estimated \$1,662,000 of Hydrogen Infrastructure Partnership Program grant funding for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project, pending final approval by the South Coast Air Quality Management District Board of Directors.

C. Allocate \$5,830,000 in Valley State Transit Assistance – Population Share Funds to the zero-emission multiple unit effort to fill the remaining funding need as a contingency plan while staff continues to seek additional grant funding.

Agenda Item 29 (cont.)

D. Approve a budget amendment increasing Task 0315, Transit Capital, in the amount of \$7,492,000 to be funded with \$5,830,000 in Valley State Transit Assistance – Population Share Funds, and \$1,662,000 in Hydrogen Infrastructure Air Partnership Program funds pending final approval of the grant agreement.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 12, 2021. SBCTA General Counsel has reviewed this item and the draft resolution.

Public Comment

Brief Comments from the General Public

Interested persons may submit Public Comments 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 p.m. on August 31, 2021.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURN TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)--10 cases

- a. SBCTA--*In re: Lumbermen's Mutual Casualty Company, In Liquidation*
Office of Special Deputy Receiver, Docket No. 12 CH 24227
Circuit Court of Cook County, Illinois
- b. SANBAG--*Maebell Dorsey, an individual and Trustee v. Renovate America, Inc., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 1925774
- c. SBCTA--*Daniel Hayler, Leticia Hayler v SBCTA*
U.S. District Court, Central District of California, Case No. 5:19-cv-02469-CJC-SP
- d. SANBAG--*Roberto Elizarraras v. Renovate America, Inc., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2013260
- e. SANBAG--*Pete Espinoza v. Renovate America, Inc., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2015834
- f. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2020473
- g. SANBAG--*In re: Renovate America, Inc., et al.*
U.S. Bankruptcy Court for the District of Delaware, Case No. 20-13172 (LSS)
- h. SBCTA--*Jose Jauregui v. San Bernardino County Transportation Authority*
San Bernardino Superior Court, Case No. CIVSB 2102648

- i. SBCTA--*Southern California Edison Company v. Riverside County Transportation Commission*
California Court of Appeal, Fourth District, Case No. E069462
- j. SBCTA--*Los Angeles County Metropolitan Transportation Authority v. Southern California Gas Company*
California Court of Appeal, Second District, Case No. B288686

ADJOURNMENT

Additional Information

Attendance	Pg. 386
Acronym List	Pg. 388

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report	Pg. 391
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Committee Membership

Representatives on SCAG Committees	Pg. 394
Appointments to External Agencies	Pg. 395
Committee Membership	Pg. 397

Mission Statement

Mission Statement	Pg. 402
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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 several Executive Orders (N-25-20, N-29-20 and N-35-20) waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

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*



Important Dates to Remember...

September 2021

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee	Sept 8	9:00 am	Meeting Accessible via Zoom
Legislative Policy Committee	Sept 8	9:30 am	Meeting Accessible via Zoom
Transit Committee	Sept 9	9:00 am	Meeting Accessible via Zoom
Metro Valley Study Session	Sept 9	9:30 am	Meeting Accessible via Zoom
I-10/I-15 Corridor Joint Sub-Committee	Sept 9	10:00 am	Meeting Accessible via Zoom
Mountain/Desert Committee	Sept 17	9:30 am	Meeting Accessible via Zoom

Other Meetings/Events:

Mobility 21 Annual Summit	Sept 30 to Oct 1	9:00 am to 12:00 pm	Virtual meeting
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SBCTA Offices will be CLOSED:

- **Monday, September 6th, Labor Day**

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

Minute Action

AGENDA ITEM: 1

Date: September 1, 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
6	21-1002544	Hinderliter, de Llamas & Associates <i>Andy Nickerson</i> <i>President / CEO</i> <i>Mary Hubbell</i> <i>Manager of Data and Client Support</i> <i>Services</i> <i>Bobby Young</i> <i>Director of Client Services</i> <i>Wayne Padilla</i> <i>Principal</i>	None
7	21-1002570	Global Solutions Group, Inc. <i>Lisa Salvador</i> <i>President</i>	None
9	16-1001521-03	Mobile Relay Associates, LLC <i>Mark Abrams</i>	None
14	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.

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

Item No.	Contract No.	Principals & Agents	Subcontractors
14 cont.			Mass Electric Const. Co. R. Dugan Construction, Inc. Rock Structures Advanced Geosolutions, Inc. Veolia Transportation Maintenance and Infrastructure
18A	C14003-04	Mott MacDonald Group (formerly Hatch Mott MacDonald, LLC) <i>M. Joseph Toolson, Vice President</i>	HDR Engineering, Inc. Franklin Hill Group Engineering Solutions Services Jacobs Overland Pacific & Cutler Pacific Railway Enterprise Project Design Consultants AMMA Transit Planning Cambridge Systematics, Inc. CDM Smith Gruen Associates Gannet Fleming ICF Jones & Stokes, Inc. JL Patterson & Associates, Inc. Klienfelder Lance Schulte PAC Engineering Patti Post & Associates Pacific Municipal Consultants Towill, Inc. Westbound Communications, Inc.
18B	C14086-04	WSP USA Inc. (formerly Parsons Brinckerhoff) <i>Victor Martinez</i>	Anderson Penna Arellano Associates BRG Consulting, Inc. Epic Land Solutions JoAnna Capelle Leighton Consulting, Inc. MK Consulting Pacific Railway Enterprises Patricia Voorhies Simon Wong Engineering Twining, Inc. Wilson & Company

Board of Directors Agenda Item

September 1, 2021

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Item No.	Contract No.	Principals & Agents	Subcontractors
25	21-1002660	FNA California, LLC <i>John Eisinger</i> <i>CEO</i>	None
28	21-1002620	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz, President</i> <i>John D. Schaar, VP/Secretary</i>	JFL Electric Inc DC Hubbs Construction Griffith Co EBS General Engineering Inc. Chrisp Co. Advantage Ferreira Matich Corp Camblin Steel

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: September 1, 2021

Subject:

June and July 2021 Procurement Report

Recommendation:

Receive the June and July 2021 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on June 3, 2020. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000, and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not-to-exceed \$25,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the purchase order amount up to 10% of the original CTO value, not-to-exceed \$100,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by Board; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by Board of Directors. Sole Source procurements are specifically noted on the list. A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the months of June and July 2021 are presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 and 2021/2022 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on August 11, 2021.

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

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

Attachment A

June and July Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount
21-1002643	Sole Source – Mitel hardware and software maintenance and support services	KTS Network Solutions	\$12,425.00
21-1002630	TransCAD software is needed in order to maintain compatibility with SCAG's software to ensure data transfer and stability, and maintain the integrity of existing toll studies and environmental documentation.	Vertigis North America LLC	\$12,750.00
21-1002652	Sole Source – Annual renewal of two (2) TransCAD software licenses	Caliper Corporation	\$3,000.00
21-1002626	Agency wide paper shredding services	Southern California Shredding, Inc.	\$6,000.00
21-1002653	Sole Source – Primavera P6 License and Maintenance Renewal.	Oracle America, Inc.	\$1,153.42

Attachment A

June and July Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
21-1002560 Amendment 1	Three (3) month extension to contract term. Project: Record Retention Training.	Burke, Williams & Sorensen, LLP	Original \$500.00	\$0.00	\$500.0
17-1001683 Amendment 2	Exercise second option year. Project: Vanpool Project Online System.	Trapeze Software Group, Inc.	Original \$372,919.00 Amendment 1 \$0.00	\$0.00	\$372,919.0
17-1001732 Amendment 2	Exercise the first option year, increase contract not-to-exceed amount and revised insurance language. Project: Technical consultant for the Freeway Services Patrol (FSP) Program.	Bernard Arroyo	Original \$84,750.00 Amendment 1 \$28,250.00	\$28,250.00	\$141,250.0
19-1002204 Amendment 3	Extend the contract term date by one (1) year. Project: MOU Regional Rideshare/Vanpool/ 511 implementation.	Riverside County Transportation Commission	Original \$1,500,000.00 Amendment 1 \$0.00 Amendment 2 \$0.00	\$0.00	\$150,000.0
19-1002183 Amendment 1	Extend the term of annual subscription. Project: Agenda software for Committee and Board.	Carahsoft Technology Corporation via Granicus	Original \$20,061.75	\$7,004.72	\$27,066.4

Attachment: June & July Procurement Report Attachment A (7905 : June and July 2021 Procurement Report)

Attachment A

June and July Amendment Actions

Contract Amendments Executed (Continued):

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
20-1002310 Amendment 2	Increase the contract not-to-exceed amount for work associated with adding a notch to the master controllers to assist with energy management during operations. Project: Procurement of Zero-Emission Multiple Unit (ZEMU) Rail Vehicle.	Stadler US, Inc.	Original \$23,500,000.00 Amendment 1 \$117,216.50	\$41,000.00	\$23,658,216.50
16-1001472 Amendment 1	Exercise the first option year. Project: Bank and Credit Card services.	Wells Fargo Bank N.A.	Original \$1,000.00	\$0.00	\$1,000.00

Attachment: June & July Procurement Report Attachment A (7905 : June and July 2021 Procurement Report)

Attachment A

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
17-1001664 CTO 7 Amendment 2	Time extension for labor compliance services on the Joshua Grading and Excavating contract.	Gafcon	\$650,000.00 Shared with GCAP Services (17-1001741)	CTO 5 \$25,000.00	Original \$9,967.72 Amendment 1 \$0.00 Amendment 2 \$0.00 Total \$9,967.72
18-1001907 CTO 1 Amendment 3	Increase the CTO amount to finish out the escrow process for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle project.	Epic Land Solutions	\$6,000,000.00 Shared with Overland Pacific (18-1001909), Bender Rosenthal (18-1001823), and Property Specialists Inc. (18-1001906)	Various CTOs not including CTO 7 Totaling \$519,839.52	Original \$26,611.00 Amendment 1 \$0.00 Amendment 2 \$6,271.46 Amendment 3 \$7,872.04 Total \$40,754.50
19-1002002 CTO 2	Legal services for right-of- way acquisition related to the West Valley Connector (WVC) Bus Rapid Transit Project.	Richards, Watson & Gershon	\$7,500,000.00 Shared with Meyers Nave Riback Silver & Wilson (18-1001925)	CTO 1 \$13,500.00	\$3,800,000.00
19-1002185 CTO 2 Amendment 1	Increase the CTO amount for project controls support for Planning, Council of Governments (COG) and Air Quality departments.	Michael Baker	\$3,414,000.00 Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Various CTOs not including CTO 2 Totaling \$1,021,285.00	Original \$79,444.64 Amendment 1 \$212,000.00 Total \$291,444.64

Attachment: June & July Procurement Report Attachment A (7905 : June and July 2021 Procurement Report)

Attachment A

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed (Continued):

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
20-1002377 CTO 5	Prepare a Supplemental Historic Property Survey Report for the San Bernardino County Transportation Authority (SBCTA) Metrolink Station Accessibility Improvement Project – Phase II.	Vandermost Consulting Services	\$3,000,000.00	Various CTOs not including CTO 5 Totaling \$150,383.42	\$15,605.16
19-1002000 CTO 21	Public Outreach for San Bernardino Council of Governments (SBCOG) to support City/County Conference.	Costin Public Outreach	\$6,000,000.00	Various CTOs not including CTO 21 Totaling \$4,747,017.00	\$27,500.00
19-1002000 CTO 22	Public Outreach for Emergency Communication Nurse System (ECNS).	Costin Public Outreach	\$6,000,000.00	Various CTOs not including CTO 22 Totaling \$4,696,517.00	\$73,000.00

Attachment: June & July Procurement Report Attachment A (7905 : June and July 2021 Procurement Report)

Attachment A

June and July Contingency Released Actions

Contingency Released:

Contract No. & Contingency No.	Reason for Contingency Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Contingency Amendment	Amended Contract Total
21-1002452 Contingency Amendment 0A	This contingency is to add time sensitive biological surveys and studies for the Ontario Airport Loop project.	HNTB Corporation	Original \$26,940,428.00	\$50,000.00	\$26,990,428.00
15-1001231 Contingency Amendment 2D	This contingency is for additional work requested by City of Highland's request to realign sidewalks.	AECOM Technical Services	Original \$10,382,474.60 Contingency Amendment 0A \$77,495.11 Amendment 0B \$35,319.13 Amendment 1 \$3,298,940.94 Amendment 1C \$50,142.52 Amendment 2 \$0.00	\$41,255.00	\$13,885,627.30
18-1001876 Contingency Amendment 1A	This contingency is to account for an increase construction duration and to allow for overnight inspections.	Southstar Engineering and Consulting, Inc.	Original \$1,892,217.00 Amendment 1 \$218,000.00	\$189,220.00	\$2,299,437.00
16-1001440 Contingency Amendment 1B	This contingency is to account for an increase construction duration and additional construction work.	AECOM Technical Services	Original \$17,380,058.00 Contingency Amendment 0A \$72,355.36 Amendment 1 \$0.00	\$1,665,650.64	\$19,118,064.00

Attachment: June & July Procurement Report Attachment A (7905 : June and July 2021 Procurement Report)

Attachment A

June and July Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4002154	7/1/21	Inland Empire Economic Partnership	Annual Membership from 1/1/21 to 12/31/21	\$15,000.0
4002161	6/17/21	Self-Help Coalition	2021/22 Membership dues	\$5,700.0
4002167	6/22/21	G/M Business Interiors	1 st Floor Security Guard Station per quote 192921	\$6,050.7
4002164	6/18/21	G/M Business Interiors	Security office Furniture per quote 192926	\$6,365.1
4002173	7/1/21	Southern California Association of Governments	Due Assessment for FY 2021-2022	\$25,000.0
4002165	7/1/21	Iron Mountain	Sole Source – Record and Equipment storage for FY 2021-2022	\$58,000.0

Attachment: June & July Procurement Report Attachment A (7905 : June and July 2021 Procurement Report)

Attachment A

June and July Purchase Order Amendment Actions

Purchase Order Amendments Executed:

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

Attachment: June & July Procurement Report Attachment A (7905 : June and July 2021 Procurement Report)

Attachment B

June & July RFP's and IFB's

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
6/30/21	RFP21-1002625	\$250,000.00	October 2021	Disclosure Bond Counsel Services for SBCTA's debt issuance.
6/30/21	RFP21-1002624	\$900,000.00	October 2021	Bond Counsel Services for SBCTA's debt issuance.
7/26/21	RFP21-1002644	\$43,000.00	December 2021	Audiovisual Design Consulting Services for the Board Room Upgrade Project.

Attachment: June & July Procurement Report Attachment B (7905 : June and July 2021 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: September 1, 2021

Subject:

Measure I Revenue - 4th Qtr 2020/2021

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of June 30, 2021, were \$1,744,874,794.

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

Measure I revenue for the Fiscal Year 2020/2021 Budget was estimated to be \$143,900,000. Actual Measure I receipts for Fiscal Year 2020/2021 April through June are \$56,391,035, in comparison to \$35,959,684 received during the quarter ending June 2019/2020, with an increase of 56.82%. The increase is mainly attributed to the continuing acceleration in online shopping and gradual reopening of businesses after the Coronavirus shut down.

This information is presented on a cash basis and will not agree to the Annual Comprehensive Financial Report (ACFR), as the ACFR is presented on the accrual basis of accounting. Therefore, the sales tax for the months of July and August are accrued to Fiscal Year 2020/2021 and total sales tax will defer from the cash basis presented in the attached schedule.

Financial Impact:

Measure I revenues for the fourth quarter of Fiscal Year 2020/2021 exceeded both the budgeted amount and prior years' collections.

Reviewed By:

This item was received by the General Policy Committee on August 11, 2021.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
% Increase Over 19/20	4.57%	10.91%	6.03%	56.82%	17.16%	

Minute Action

AGENDA ITEM: 4

Date: September 1, 2021

Subject:

Fiscal Year 2020/2021 Budget Amendments

Recommendation:

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

A. Approve an increase in budget for Fiscal Year 2020/2021 for Task No. 0550 – Allocations/Pass-Through by \$9,080,000 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass-Through Programs in each of the six subareas of the San Bernardino County (County) (funds 4140, 4240, 4340, 4440, 4540, and 4640).

B. Approve an increase in budget for Fiscal Year 2020/2021 for Task No. 0310 – Transit Allocation/Pass-Through by \$319,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in five of the six subareas of the County (funds 4270, 4370, 4470, 4570, and 4670).

Background:

The Finance Department is responsible for the preparation and administration of the San Bernardino County Transportation Authority (SBCTA) budget. Subsequent to adoption of the budget, adjustments are made by departments either by Board of Directors' approval or by the authority granted to the Executive Director, or his designee, under Policy No. 20000, Financial Policies.

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

Staff is requesting approval of the following budget increases necessary to carry out the administrative and programmatic functions of the agency:

Task No. 0550 – Allocations/Pass-Through of \$9,080,000 from an anticipated MSI revenue increase for the Local Street Pass-Through Program and Task No. 0310 – Transit Allocations/Pass-Through of \$319,000 for the Senior and Disabled Transit Service Program.

Based on Ordinance 04-01, SBCTA is to administer MSI 2010-2040 programs and allocate funds to the participating agencies. SBCTA staff compared actual MSI receipts through June in the amount of \$177,022,874 to the revised budget of \$158,701,488. The conservative estimates due to the unknowns related to the novel coronavirus shutdown have been surpassed and thus additional adjustments are necessary.

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

Board of Directors Agenda Item

September 1, 2021

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Since the revenue is based on sales tax and population by subarea, the analysis was performed at the subarea level. The Fiscal Year 2020/2021 Revised Budget for MSI Local Street Pass-Through was approved for \$50,050,000 and the Senior and Disabled Transit Service Program funds were approved for \$16,438,000. The sales tax revenue increase will require a budget adjustment of \$9,080,000 for Task No. 0550 and \$319,000 for Task No. 0310.

The recommended budget adjustments will provide sufficient appropriations to process payments to local jurisdictions for MSI Local Street Pass-Through and Senior and Disabled Transit Service Program funds.

Financial Impact:

This item is not consistent with the Fiscal Year 2020/2021 Budget. Approval of this item will authorize budget amendments to several funds (Fund: 4140 - \$5,335,000; 4240 - \$2,790,000; 4270 - \$250,000; 4340 - \$331,000; 4370 - \$24,000; 4440 - \$45,000; 4470 - \$3,000; 4540 - \$391,000; 4570 - \$28,500; 4640 - \$188,000; 4670 - \$13,500) in the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 5

Date: September 1, 2021

Subject:

Release of Request for Qualifications No. 22-1002674 for Investment Banking Services/Bond Underwriting

Recommendation:

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

- A. Approve release of Request for Qualifications No. 22-1002674 for investment banking services/bond underwriting.
- B. Authorize Executive Director, or his designee, to approve the pool of underwriters selected.

Background:

San Bernardino County Transportation Authority (SBCTA) is procuring investment banking services/bond underwriters to select a pool of underwriters on future financings and refinancings of sales tax bond issuance as needed for the next five years.

SBCTA intends to refinance the 2012 bonds in March 2022 and the 2014 bonds in March 2024, for which it will require underwriting of the bonds. Approval of this Request for Qualifications (RFQ) will authorize staff to seek statements of qualifications for investment banking services/bond underwriters to select a pool of pre-qualified underwriters. Once the pool is established, the Finance Department will initiate a competitive process to select a firm from the pool of underwriters to market and sell the bonds to investors and to underwrite any unsold balances. Underwriters will be compensated solely from the proceeds of securities sold based on fees to be negotiated in connection with each specific security sale.

Before the bonds are issued, staff will return to the Board of Directors (Board) for adoption of a resolution authorizing the refinance and approval of the Bond Purchase Agreement that solidifies the roles and responsibilities of the underwriter. SBCTA staff will present an agenda item to inform the Board of the composition of the Financing team, which will include a Financial Advisor, Bond Counsel, Disclosure Counsel, Underwriters, and Trustee or Disseminating Agent.

Recommendation B authorizes the Executive Director, or his designee, to approve the pool of underwriters selected by an Evaluation Committee.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft RFQ.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
September 1, 2021
Page 2

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 6

Date: September 1, 2021

Subject:

Award Contract for Sales Tax Consultant Services

Recommendation:

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

- A. Award Contract No. 21-1002544 to Hinderliter, de Llamas & Associates for Sales Tax Consultant Services in an amount not-to-exceed \$200,000 for a five (5) year contract term, with two (2) one (1) year option terms not-to-exceed \$40,000 per year.
- B. Approve Resolution No. 22-001 authorizing examination of Sales and Use Tax Records.

Background:

I. INTRODUCTION AND RECOMMENDATION

The Evaluation Committee recommends award of this contract to Hinderliter, de Llamas & Associates (HdL), based on demonstrated technical abilities and outcome of the interview, and approval of Resolution No. 22-001 authorizing examination of Sales and Use Tax Records, with the Department of Tax and Fee Administration (DOTFA). The resolution authorizes the Executive Director, or his designee, to designate in writing to the DOTFA, allowing San Bernardino County Transportation Authority (SBCTA) employees to examine transactions and use tax records. The resolution designates HdL to examine transactions and use tax records pertaining to transactions and use tax collected.

II. CHRONOLOGY OF EVENTS

The Request for Proposals (RFP) No. 21-1002544 was released on March 3, 2021, and was posted on SBCTA's website and PlanetBids, in response to a request from staff, to engage a firm to provide Sales Tax Consultant Services. The RFP announcement was sent electronically to approximately two hundred one (201) consultants registered on PlanetBids. The solicitation was downloaded by seven (7) firms. The solicitation was issued in accordance with current SBCTA policies and procedures. A pre-proposal conference meeting was not held for this procurement and there were no questions submitted for the solicited proposal, thus no addendums were issued.

On March 31, 2021, two (2) proposals were submitted electronically through PlanetBids by the due date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional and found both firms responsive. The following is a summary of the events that transpired in the evaluation and selection process.

Summary of Evaluation Process:

On April 1, 2021, copies of the proposals, evaluation instructions, score sheets, reference checks, the Declaration of Impartiality and Confidentiality forms and Standards of Conduct were electronically disseminated to all Evaluation Committee members. The Evaluation Committee was comprised of SBCTA staff.

Evaluation Committee Meeting:

On April 15, 2021, the Evaluation Committee convened through a Zoom conference to discuss their reviews and to submit their individual bid scores. Each bid was evaluated according to the evaluation criteria that included the proposals' strengths and weaknesses, in accordance with evaluation criteria listed in the RFP:

Qualifications, Related Experience and References - 20 points
 Proposed Staffing and Project Organization - 30 points
 Work Plan - 30 points
 Price - 20 points.

The technical proposal was weighted at 40% of the total score and interviews at 60%. Due to the scoring, the firms were ranked based on technical merit, and a short-list was developed. Both Hinderliter, de Llamas & Associates and MuniServices, LLC. were invited to interview. Minor variances in the criteria scores were discussed. Full detail of the scores is included in the Contract Audit File.

Interviews:

On April 27, 2021, interviews were conducted with the short-listed firms. Interviews were 50-minutes in length, and consisted of a 10-minute 'opening statement' by the firms, followed by 30-minutes of questions and answers, with 10-minutes for a closing statement. At the completion of the interviews, the Evaluation Committee separately scored the interviews.

III. EVALUATION COMMITTEE RECOMMENDATION SUMMARY

The combined scores of the proposal evaluation and interviews showed Hinderliter, de Llamas & Associates as the best qualified firm.

Cost Evaluation:

A Best and Final Offer (BAFO) was requested from HdL. The BAFO proposal submitted by HdL was reasonable and fair. All fees for the allocation and deficiency audit work are billed at 20% for any audit recovery for retroactive adjustments only.

The Evaluation Committee considered both firms qualified to perform the work specified in RFP No. 21-1002544. As a result of the scoring, HdL is the highest ranking firm and is being recommended for contract award because it clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

After selection of the consultant, HdL had difficulty securing the required insurance. Careful consideration was given to evaluate the risks and an agreement was made with HdL to allow insurance terms and limits available in the market place. In consultation with General Counsel, determination was made that these changes would not have materially affected the procurement. In order to try to mitigate this issue from reoccurring in future procurements, a revision to Policy No. 11000 is being brought before the General Policy Committee for approval in September, which will require the Risk Manager to assess insurance limits for all procurements and also delegate to the Risk Manager and/or the Executive Director approval of these type of changes when appropriate.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, and the draft contract and resolution.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

CONTRACT NO. 21-1002544**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****HINDERLITER, DE LLAMAS & ASSOCIATES****FOR****SALES TAX CONSULTANT SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Hinderliter, de Llamas & Associates ("CONSULTANT"), whose address is 120 S. College Blvd., Suite 200, Brea, CA 92821. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is **Hilda Flores**, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through **June 30, 2026** until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one (1) year term option years. The maximum term of this Contract, including the Option Term(s), if exercised, will **not exceed June 30, 2028**.

ARTICLE 3. COMPENSATION

- 3.1 The total Contract Not-To-Exceed Amount is Two Hundred Thousand Dollars (\$200,000.00) over a five year term with the option of two additional years. The method of payment for this Contract will be based on 20 percent of retroactive adjustments from sales tax audits performed by Consultant the total price paid CONSULTANT will include compensation for all Work and deliverables, including any approved travel and equipment described in the Scope of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the Scope of Work.
- 3.2 Progress payments may be made monthly in arrears based on the percentage of Work completed by CONSULTANT.
- 3.3 CONSULTANT shall not start any Work until this Contract has been approved by SBCTA and a NTP has been issued by SBCTA. No payment will be made prior to approval of any Work, or for any Work performed prior to approval of this Contract.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall

be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.5 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.6 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary. Access to information shall be in accordance with the restrictions set forth in Section 17.7 of this Contract.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are

limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 11.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that, in accordance with SBCTA Policy 10102, CONSULTANT's staff who are considered "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed

substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's PM. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Andy Nickerson	President/CEO
Bobby Young	Director of Client Services
Wayne Padilla	Principal
Robin Sturdivant	Principal
Matt Hinderliter	Director of Audit Services
Quang Dang	Associate Director of Audit Services
Robert Gray	Chief Information Officer
Mary Hubbell	Manager of Production Services

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and

information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 17.7 CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION
- 17.7.1 Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which an AGENCY may authorize persons other than AGENCY officers and employees to examine State Sales and Use Tax records.
- 17.7.2 The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Contract:
- A. CONSULTANT is authorized by this Contract to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to AGENCY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et seq.
 - B. CONSULTANT is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the AGENCY who is authorized by resolution to examine the information.
 - C. CONSULTANT is prohibited from performing consulting services for a retailer, as defined in California Revenue and Taxation Code Section 6015, during the term of this Contract.
 - D. CONSULTANT is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Contract has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the AGENCY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONSULTANT

as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination" above.

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

21.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$4,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$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 contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" 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. 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. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability – **INTENTIONALLY OMMITTED**

21.1.7 Railroad Protective Liability – **INTENTIONALLY OMMITTED**

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers.** If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better. If policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insurance Coverage.** All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage.** Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention.** Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT

shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided

shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

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

ARTICLE 22. INDEMNITY

22.1 For all other Work and obligations under this contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA's Entities and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct."

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not

limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods

by which Work is performed. All personnel furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not

made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To: Hinderliter, de Llamas & Associates	To SBCTA
120 S. State College Blvd., Suite 200	1170 W. 3rd Street, 2nd Floor
Brea, CA 92821	San Bernardino, CA 92410-1715
Attn: Andy Nickerson	Attn: Hilda Flores
Email: anickerson@hdlcompanies.com	Email: hflores@gosbcta.com
Phone: (714) 879-5000	Phone: (909) 884-8276
2 nd Contact:	Copy: Procurement Manager
Email:	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure

of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a Confidentiality Agreement as directed by SBCTA personnel.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

Attachment: 21-1002544 (7908 : Award Contract for Sales Tax Consultant Services)

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

**HINDERLITER, DE LLAMAS &
ASSOCIATES**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Andy Nickerson
President/CEO

Date: _____

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Richard Park
CFO

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: 21-1002544 (7908 : Award Contract for Sales Tax Consultant Services)

EXHIBIT “A”
“SCOPE OF WORK”

SCOPE OF WORK

The consultant will provide the following services to SBCTA relating to Measure I sales tax, Ordinance 04-01. The consultant will perform audits on sales tax returns to identify reporting allocation errors and communicate its findings to the California Department of Tax and Fee Administration so it can inform the taxpayer of the error and the error can be corrected. The consultant will perform analyses of the impact of tax measures, economic development, and legislative proposals on the Measure I sales tax revenue. The consultant will provide quarterly reports with a presentation on sales tax revenue trends and forecast.

**EXHIBIT “B”
“PRICE PROPOSAL”**

Fees

2021/2022 Fiscal Year	20% of retroactive adjustments
2022/2023 Fiscal Year	20% of retroactive adjustments
2023/2024 Fiscal Year	20% of retroactive adjustments
2024/2025 Fiscal Year	20% of retroactive adjustments
2025/2026 Fiscal Year	20% of retroactive adjustments

RESOLUTION NO. 22-001

A RESOLUTION OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAXES RECORDS

WHEREAS, pursuant to Ordinance Number 04-01 of San Bernardino County Transportation Authority (Authority) and Revenue and Taxation Code section 7270, the Authority entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the Board of the Authority deems it desirable and necessary for authorized officers, employees and representatives of the Authority to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the Authority pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY HEREBY RESOLVES AS FOLLOWS:

Section 1. That the officer or employee of the Authority designated in writing by its Executive Director, Deputy Executive Director, and Chief Financial Officer, to the California Department of Tax and Fee Administration is hereby appointed to represent the Authority with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the Authority by the Department pursuant to the contract between the Authority and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of Authority transactions and use taxes by the Department pursuant to that contract.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the Authority by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the Authority and Hinderliter, de Llamas & Associates:

- a) has an existing contract with the Authority to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of Authority transactions and use taxes by the Department pursuant to the contract between the Authority and the Department.

Section 4. That this resolution supersedes all prior resolutions of the Board of the Authority adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Adopted by the San Bernardino County Transportation Authority on September 1, 2021 by the following votes:

Ayes:

Noes:

Absent:

Curt Hagman, Board President
San Bernardino County Transportation Authority

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

Minute Action

AGENDA ITEM: 7

Date: *September 1, 2021*

Subject:

Award Contract No. 21-1002570 Laserfiche to Global Solutions Group, Inc.

Recommendation:

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

Award Contract No. 21-1002570 to Global Solutions Group, Inc., in the amount of \$350,000 for a three (3) year term, with two (2) two-year option years for a total not-to-exceed amount of \$550,000.

Background:

Laserfiche software is San Bernardino County Transportation Authority's (SBCTA) electronic document management system that has been implemented for Procurement, Finance, Risk Management, and Clerk records. Laserfiche has improved the management, retention and security of important documents and records. Staff has been able to save and archive finalized files in a swift and straightforward way that allows for easy retrieval of the files.

Laserfiche has:

- Ensured that information is consistent, reliable, useful and available to all SBCTA staff;
- Facilitated compliance with auditing by providing a standard archiving structure and easy access to files for review;
- Integrated seamlessly with the existing applications staff uses every day;
- Streamlined operations by automating manual, repetitive processes; and
- Allowed accounts payable to go paperless.

As the current contract expires on September 30, 2021, a new solicitation was released to select a firm to continue the Laserfiche Support services.

The Request for Proposals (RFP) No. 21-1002570 was released on April 8, 2021, and was sent electronically to approximately two hundred and fourteen (214) consultants registered on PlanetBids. The solicitation was downloaded by eleven (11) firms. The solicitation was issued in accordance with current SBCTA policies and procedures for consulting services.

The RFP was posted on the SBCTA website in response to a request from Special Projects to engage a firm to provide Laserfiche Software Support Services.

There was not a Pre-Proposal meeting held for this project.

On May 6, 2021, three (3) proposals were received by the due date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional and found all proposals to be responsive, meeting the minimum requirements for this procurement.

On May 6, 2021, the proposals were disseminated to all Evaluation Committee members along with a copy of the Score Sheets, the Declaration of Impartiality and Confidentiality, Standards of Conduct forms and copies of reference checks received. The Evaluation Committee was comprised of four (4) SBCTA staff members.

Entity: San Bernardino County Transportation Authority

On May 18, 2021, the Evaluation Committee members convened using Zoom conferencing and discussed each proposal according to the evaluation criteria, including the proposal's strengths and weaknesses, and scored the proposals. At the completion of discussions, the Committee members submitted their individual proposal scores following evaluation criteria listed in the RFP.

Because of the scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews were Complete Paperless Solutions, Inc., ECS Imaging, Inc. and Global Solutions Group, Inc.

Minor variances in the criteria scores were noted on the individual score sheets and discussed by the committee members. Full details of the scores and comments are included in the Contract Audit File.

On June 16, 2021, interviews were conducted with the short-listed firms following the standard interview format. Interviews were 70 minutes in length, which consisted of a 5-minute opening statement, 30-minute presentation, followed by 30 minutes of questions and answers with a 5-minute closing statement. At the completion of the interviews, the Evaluation Committee separately scored the interviews and discussed the pros and cons observed during the interviews. Scores for the technical proposal were assigned weight of 40% and scores for interviews were weighted 60% of the total scores.

The Evaluation Committee considered all three (3) firms qualified to perform the work specified in the Request for Proposals and ranked the firms based on the combined scores of the proposal evaluation and interviews. Global Solutions Group, Inc. was selected as the most qualified and best value.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in the Request for Proposals No. 21-1002570 be awarded to the highest ranked firm, Global Solutions Group, Inc., as it ranked first in technical score and overall score. Global Solutions Group, Inc. was able to clearly demonstrate a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 adopted Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

General Contract Information

Contract No: 21-1002570 Amendment No.: _____

Contract Class: Payable Department: Special Projects

Vendor No.: 03699 Vendor Name: Global Solutions Group, Inc.

Description: Laserfiche Support Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	350,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	350,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	350,000.00

Contract Authorization

Board of Directors _____ Date: 09/01/2021 Board _____ Item # 7906

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A No Budget Adjustment _____

Local _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date:		09/01/2021		Expiration Date:		08/31/2024		Revised Expiration Date:			
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		N/A	
								Total Contract Funding:		Total Contingency:	
								\$		350,000.00	
								\$		-	
GL:	7001	01	0450	0000	56650	43001000	Indirect	200,000.00		-	
GL:	7001	01	0400	0000	52001	43001000	Indirect	50,000.00		-	
GL:	1020	01	0200	0957	52001	43001000	MSI Admin	60,000.00		-	
GL:	7001	01	0425	0949	52001	43001000	Indirect	10,000.00		-	
GL:	1080	30	0313	0362	52001	43022000	Rail assets	30,000.00		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	

Jeffery Hill

Beatriz Valdez, Duane Baker, Marleana Roman

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-31-2020 1.21pm - Blank (7906 : Award Contract No. 21-1002570 Laserfiche to Global Solutions Group, Inc.)

CONTRACT NO. 21-1002570**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****GLOBAL SOLUTIONS GROUP, INC.****FOR****LASERFICHE SOFTWARE SUPPORT SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Global Solutions Group, Inc. ("CONSULTANT"), whose address is 25900 Greenfield Road, Suite 220, Oak Park, MI 48237. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes,

without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Jeffery Hill, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through **August 31, 2024** until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for **Two (2) two-year** option terms. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed **August 31, 2028**.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Three Hundred Fifty Thousand Dollars (\$350,000). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Form". The hourly billing rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses, even those not shown in Exhibit B, unless those expenses are agreed to and approved by SBCTA as required under this Contract.

- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates are reimbursable.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar

days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.5 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.6 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties

which could pose potential risk to SBCTA, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Work. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A “Scope of Work”. At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
- 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
- 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

- 11.2.1 Increases or decreases the Scope of Work;
- 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
- 11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

- 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;
- 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 11.2.6 Interferes with CONSULTANT’s right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA’s Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the “DISPUTES” Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA’s Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA’s Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT’s letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA’s Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or

veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Scope of Work. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated in SBCTA's Conflict of Interest Policy as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Lisa Salvador	Vice President
Greg Drypen	Program Manager
Nish Dani	Project Manager/Lead Team Member
Ashish Soni	Technical Lead/Systems Engineer

ARTICLE 16. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or

recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice

to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination" above.

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses, with limits sufficient to respond to these obligations.

- The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:
 - **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.
 - The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the CONSULTANT; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance

requirements of this agreement are sufficient to cover the indemnity or other obligations of the CONSULTANT under this agreement.

21.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than \$7,000,000 each occurrence.
- 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 Work performed under this Contract. The contract number and brief description of the Work must be indicated under "Description of Operations/Locations" The Contract 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. 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. The policy must include the following:

- A total limit of liability of not less than \$1,000,000 each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance.

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability: Intentionally Omitted

21.1.7 Railroad Protective Liability: Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

21.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants to pay, all deductibles, self-insured retentions, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles and self-insured retentions will be in

amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible or self-insured retention, or as to any increase in any insurance deductible or self-insured retention under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance required of CONSULTANT or any subconsultants. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or self-insured retention due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, self-insured retention or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibilities under the Contract, including but not limited to its obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 Special Risks or Circumstances. SBCTA, acting through its Executive Director, reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

22.1 Intentionally omitted.

22.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or

omissions of any person, and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and

inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To Global Solutions Group, Inc.	To San Bernardino County Transportation Authority
25900 Greenfield Road, Suite 220	1170 W. 3rd Street, 2nd Floor
Oak Park, MI 48237	San Bernardino, CA 92410-1715
Attn: Lisa Salvador	Attn: Jeff Hill
Email: lisas@globalsolgroup.com	Email: jhill@gosbcta.com
Phone: (248) 291-5440	Phone: (909) 884-8276
2 nd Contact: Nish Dani	Copy: Procurement Manager
Email: nishs@globalsolgroup.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Director of Special Projects and Strategic Initiatives within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the

foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

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

Global Solutions Group, Inc.

**San Bernardino County
Transportation Authority**

By: _____
Lisa Salvador
Vice President

By: _____
Curt Hagman
SBCTA Board President

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Sahil Shah
Treasurer

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

21-1002570 EXHIBIT “A” “SCOPE OF WORK”

Installation of new software versions and patches

CONSULTANT is responsible for ensuring SBCTA’s Laserfiche system is up to date with currently supported Laserfiche products.

CONSULTANT will monitor new releases of Laserfiche Products and recommend dates/times to perform installation of new software versions and patches. Provide input on changes and/or upgrades to environment. CONSULTANT is responsible to work with SBCTA IT staff to review and implement any security finding from a biannual audit of both the server Operating System (OS) and the Laserfiche application.

- **Server software Installation/Testing:** CONSULTANT will install all new software patches for Laserfiche software as they become available. SBCTA is responsible for server Operating System (OS) and client workstation Windows OS patches. Part of the installation process will include testing on the servers and workstations. If issues arise, CONSULTANT will work with SBCTA to resolve them.
 - **Maintenance involved Outages:** All maintenance work that results in a system outage will be done outside business hours unless otherwise agreed upon by SBCTA. Business hours are 7 a.m. to 6 p.m.
 - **Security Audit remediation:** CONSULTANT is responsible to participate in a biannual security audit of the Laserfiche systems and work with SBCTA staff to remediate if possible.
- **Client-side software Installation.** CONSULTANT will provide SBCTA with instructions on installation steps for client-side software.

System Monitoring

CONSULTANT must have safeguards in place to provide system monitoring and problem response / resolution process for SBCTA’s Laserfiche Products to ensure smooth operations.

SBCTA’s Laserfiche System is a mission-critical application which must remain operational during business hours of 7am-6pm, M-F to the public via its public-facing products, such as Weblink, Forms, etc.

CONSULTANT will provide a specific number of hours each month to be used for monitoring the system. The tasks performed during this time will help prevent system failures and allow CONSULTANT to be more proactive.

- **Review Server Logs/Errors:** Analysis of server log files – CONSULTANT will review the server log files and capture all errors. Once captured, the errors will be researched and appropriate actions will be taken.
- **Disk space analysis -** CONSULTANT will monitor and provide reporting on current utilization of disk resources. Any and all issues pertaining to low amounts of free space and growth anomalies will be noted and resolved with SBCTA staff.

Project Management

CONSULTANT must provide project schedule to SBCTA on a monthly basis. This schedule must include a summary of scheduled work with dates and overall project progress for all active projects.

CONSULTANT must be able to effectively schedule and manage projects to meet the needs of the agency.

- **Budget Report:** A monthly report will be delivered to SBCTA by the 10th business day of each month for each task order showing the amount budgeted; amount spent; and amount remaining for agencies/work completed.
- **Project Planning/Status Meetings (as needed):** Quarterly the CONSULTANT will meet with SBCTA to discuss project prioritization, status, and plan all work to be completed during the next quarter. This includes:
 - Server software installation, patches, system updates
 - Scanner configurations
 - Training
 - Custom development work
- **Quarterly System Reporting:** A quarterly report will be delivered to SBCTA by the 10th business day of January, April, July, and October. The report will contain:
 - **Incident Reports** – copies of all incident reports generated during the period.
 - **Performance** – CONSULTANT will provide an assessment of the imaging system's performance during the past quarter. It will also include any recommendations that might be made during the monitoring of the system (i.e., more disk space, additional CPU, etc.). The recommendation will identify risks and measures to be taken to mitigate risks.
 - **Changes made to system** - Document any changes made to the system over the course of the prior quarter. This can be scheduled changes, fix pack installs or CONSULTANT recommended changes.

Development Work

CONSULTANT will be able to create and support custom solutions utilizing Laserfiche products such as Forms, Import Agent, Quick Fields, and/or Workflows. These solutions may include any/all of the software components. CONSULTANT must be well versed in, current with, and proficient at implementation of software solutions.

CONSULTANT must be able to recommend products to use to meet each division's needs most effectively (cost/efficiency)

- CONSULTANT must keep current on all software products; i.e., current and past versions of Forms, Workflow, Quick Fields, etc., to develop tools for divisions to complete their processes most effectively
- CONSULTANT must be knowledgeable about each tool, such as WebLink, WebAccess, Mobile, Forms and scanner set-up
- CONSULTANT will continue to maintain existing Forms, Workflow, Quick Fields, Connector SBCTA is currently using.

Software Sales

The CONSULTANT must be a Value Added Reseller (VAR) with Laserfiche and be able to sell all Laserfiche Software. CONSULTANT will renew Laserfiche Software Assurance Plan (LSAP) with Laserfiche Corporate.

Background:

SBCTA current products include:

- LF Avante NIS SQL with Workflow LSAP
- LF Connector LSAP (100 users)
- LF Avante Web Access LSAP (100 users)
- LF Avante Quick Fields Zone OCR-Validation Package LSAP
- LF Avante Quick Fields Validation LSAP
- LF Avante Quick Fields Real Time Lookup Validation Package LSAP
- LF Avante Named Full User with Snapshot and Email LSAP (100 users)
- LF Avante Import Agent LSAP
- LF Avante Forms Portal Add-on LSAP
- LF Avante Forms LSAP (100 users)
- LF Starter Public Portal LSAP (25 Retrieval Users)

- Provide Software quotes upon request for future products.

On-call support

Support of all existing Laserfiche products including Laserfiche Server, Forms, Import Agent, Quick Fields, WebLink, WebAccess, Workflow and/or any Laserfiche products identified during project.

CONSULTANT must have staff that are Laserfiche Gold Certified Technicians.

- Training and Consultation
 - CONSULTANT shall provide 24 hours of general training and consulting services for SBCTA on utilizing the software listed above during the initial contract term.
 - Training may be related to new Laserfiche tools, features/upgrades, and other items, on an as- needed basis.
 - Services will be performed by the contractor on-site or remote phone/web conference with screen sharing.

- Priority Support

- Priority support of the Laserfiche software system includes remedial training, consulting, installing updates, testing, configuration, troubleshooting, and emergency services.
- 4 Hour response time from when a call is placed.
- Unlimited remote support via phone, email, or web conference with screen sharing.
- 20 hours of on-site with the next business day as needed. Additional on-site hours to be charged at a contracted hourly rate. On-site time is calculated to the nearest half hour.

Live hours of support provided between 8:00 am and 5:30 pm PST, Monday through Friday, excluding holidays. A “holiday” is defined as New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

DRAFT

5. Price Proposal

Annual Proposal		
Description for Annual Maintenance	Per Unit Price	Unit of Measure
LF Avante NIS SQL with Workflow LSAP	\$ 850	Each
LF Connector LSAP (100 users)	\$ 5	Per User
LF Avante Web Access LSAP (100 users)	\$ 17	Per User
LF Avante Quick Fields Zone OCR-Validation Package LSAP	\$ 476	Each
LF Avante Quick Fields Validation LSAP	\$ 102	Each
LF Avante Quick Fields Real Time Lookup Validation Package LSAP	\$ 102	Each
LF Avante Named Full User with Snapshot and Email LSAP (100 users)	\$ 85	Each
LF Avante Import Agent LSAP	\$ 382	Each
LF Avante Forms Portal Add-on LSAP	\$ 1,360	Each
LF Avante Forms LSAP (100 users)	\$ 8	Per User
LF Starter Public Portal LSAP (25 Retrieval Users)	\$ 2550	Each
Consultant Support Services	\$ 150	Per Hour
Fujitsu fi-7180 3 Year Adv Exchange Warranty (13 units) <ul style="list-style-type: none"> 6 units expire 11/22/22 1 units expire 3/24/22 2 units expire 1/25/23 2 units expire 6/24/22 2 units expire 4/22/22 	\$ 160	Per Unit
Fujitsu fi-7160 3 Year Advanced Exchange Warranty (4 units) <ul style="list-style-type: none"> 4 units expire 11/22/22 	\$ 160	Per Unit
LSAP = LaserFiche Software Assurance Plan includes product updates and enhancements for 12 months.		

Description of Optional Services	Per Unit Price	Unit of Measure
Compliant Cloud Archive WORM for Windows (3TB of storage and 1 Application Server	\$ Not Bidding	Each
WORM Server Agent License for Window per server	\$ Not Bidding	Each
WORM Professional Services per Install Windows	\$ Not Bidding	Each
WORM Configure, consulting project management and training	\$ Not Bidding	Lump Sum
LF Records Management Module	\$ 5,100	Each
LF Advanced Audit Trail and Watermark (100 users)	\$ 85	Each
Annual LF Records Management Module LSAP	\$ 1,020	Each
Annual LF Advanced Audit Trail and Watermark LSAP (100 users)	\$ 17	Each
LF Records Management Module and Advanced Audit Trail and Watermark Configure, consulting project management and training	\$ 1,500	Lump Sum
Fujitsu i5-7180 (or current model) 3 Year Advance Exchange Warranty	\$ 180	Each
Additional Full User Licenses in increments of 10 up to an additional 50	\$ 510	Per License
Additional Connector Licenses in increments of 10 up to an additional 50	\$ 22	Per License
Additional Forms Licenses in increments of 10 up to an additional 50	\$ 43	Per License
Option - Consultant may propose an Alternative Licensing Packaging structure for any or all of the difference required licenses. Add more lines if necessary.	\$ -	TBD

Global Solutions Group, Inc.

Proposing Firm Name

Lisa Salvador, Vice President

Print Authorized Person



May 04, 2021

Signature of Authorized Person

Date

Minute Action

AGENDA ITEM: 8

Date: September 1, 2021

Subject:

Review of Ad Hoc Committees

Recommendation:

Note the elimination of the Council of Governments Ad Hoc Committee and the Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee.

Background:

The San Bernardino County Transportation Authority (SBCTA) Board President has the authority to create ad hoc committees to work on specific issues as necessary. The nature of ad hoc committees is that they are of limited duration and should be eliminated when their purpose is fulfilled. SBCTA currently has a number of ad hoc committees, some of which have completed their assigned tasks. Because their tasks have been completed, the Board President is eliminating the following ad hoc committees:

- Council of Governments Ad Hoc Committee
- Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee

If work needs to be conducted in any of these subject areas in the future, the Board President has the ability to designate ad hoc committees to study specific projects or matters, subject to the concurrence of the Board of Directors as necessary.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

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

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

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

Minute Action

AGENDA ITEM: 9

Date: *September 1, 2021*

Subject:

Amendment No. 3 to Contract No. 16-1001521 with Mobile Relay Associates for Freeway Service Patrol Radio Services

Recommendation:

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

A. Approve Amendment No. 3 to Contract No. 16-1001521 with Mobile Relay Associates, LLC., to extend the term by twenty-one (21) months to June 30, 2023 and increase the contract price by \$57,941.79 for a total not-to-exceed amount of \$167,977.79, without undergoing a new competitive procurement.

B. Approve the waiver of the five-year maximum contract term for Contract No. 16-1001521 as defined in Policy No. 11000 to allow Mobile Relay Associates, LLC to continue to provide radio communication services for the Inland Empire Freeway Service Patrol Program.

Background:

On June 14, 2016, the Executive Director authorized the release of Request for Proposals (RFP) No. 16-1001521 for a joint RFP release with the Riverside County Transportation Commission (RCTC) for Freeway Service Patrol (FSP) Program digital radio system and equipment. The purpose of the RFP was to seek proposals from qualified firms to provide reliable communications between FSP drivers and California Highway Patrol (CHP) dispatch for field operations within the counties of San Bernardino and Riverside.

After deliberation by the evaluation committee, Mobile Relay Associates, LLC was the top ranked firm for negotiation of a contract. The decision was based on their experience in the industry, reliability of their system coverage and price. Therefore, staff recommended the Board approve Agreement No. 16-1001521 with Mobile Relay Associates, LLC, for a three-year term and two one-year options. In October 2019, the Executive Director approved option year 1. In October 2020, the Executive Director approved option year 2.

As year five (5) concludes, staff feels, in consultation with our partners at RCTC, that we would be better served if our joint procurement for the Inland Empire FSP program were delayed to allow for additional outreach efforts. It is felt that impacts due to COVID-19 would negatively impact the number of firms that would potentially submit proposals to this RFP. Additionally, our partners at RCTC would like to go through a process to see if new technology solutions can be identified that might provide a more effective communication solution for the FSP program. Staff is satisfied with the work performed by Mobile Relay Associates, LLC and are confident in their ability to continue providing coverage for the FSP Program until June 30, 2023, which would align the San Bernardino County Transportation Authority (SBCTA) agreement end date with RCTC's agreement end date for Mobile Relay Associates, LLC. By extending this agreement, there will be zero interruption of the radio service that FSP drivers utilize in the field to communicate with CHP dispatch. This request for a contract extension will also allow us to review other technology options to possibly include in the next RFP and to conduct more outreach to improve the number of vendors that might submit proposals.

Entity: San Bernardino County Transportation Authority

Authorizing an amendment without undergoing a new competitive process is allowed under SBCTA Procurement Policy No. 11000 (Section V.C.3.e.iii). An amendment can be granted without an additional procurement “[w]here the consultant, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required.” Mobile Relay Associates, LLC has the radio towers that are specifically needed in order to provide the required coverage for the Inland Empire FSP Program. Their radio tower system allows for our FSP drivers, our FSP CHP Officers and the CHP Dispatch for the Inland and San Diego Communication Centers to communicate effectively with one another over the San Bernardino and Riverside FSP radio system. Staff from SBCTA and RCTC have been satisfied with the work provided by Mobile Relay Associates, LLC and the extension would allow the Inland Empire FSP radio system to continue without interruption, as well as provide our partner, RCTC, the ability to explore an additional process to see if any new technology solutions can be identified that may provide a more effective communications solution for the Inland Empire FSP Program.

Based on the information outlined above, it is in SBCTA’s best interest to proceed with Amendment No. 3 as the Consultant is preeminently positioned to perform the work and they have the specific qualifications and the unique knowledge so that the FSP radio communication services may continue without interruption.

Financial Impact:

Contract amendment costs have been included in the Fiscal Year 2021/2022 Budget Task 0704. The source of funds are State FSP and DMV/SAFE Funds.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Management have reviewed this item and the draft amendment.

Responsible Staff:

Kelly Lynn, Chief of Air Quality and Mobility Programs

Approved
 Board of Directors
 Date: September 1, 2021
 Witnessed By:

AMENDMENT NO. 3 TO CONTRACT 16-1001521

FOR

FREEWAY SERVICE PATROL (FSP) PROGRAM DIGITAL RADIO SYSTEM AND EQUIPMENT SERVICES

(MOBILE RELAY ASSOCIATES, LLC)

This Amendment No. 3 to Contract 16-1001521 is made by and between the San Bernardino County Transportation Authority, as successor agency to the San Bernardino County Transportation Commission, (“SBCTA”) and Mobile Relay Associates, LLC (“CONSULTANT”).

RECITALS

- A. On October 17, 2016, SBCTA and CONSULTANT entered into Contract No. 16-1001521 (“CONTRACT”) for the purpose of providing a digital radio system and equipment for the Freeway Service Patrol Program for a not-to-exceed amount of \$110,036.
- B. On September 25, 2019, SBCTA and CONSULTANT amended the CONTRACT to extend the contract term by one year to September 30, 2020 pursuant to Article 2.
- C. On September 21, 2020, SBCTA and CONSULTANT amended the CONTRACT to extend the contract term by one year to September 30, 2021 pursuant to Article 2.
- D. SBCTA and CONSULTANT desire to amend the CONTRACT to extend the contract term for an additional twenty-one (21) month period and to increase the agreement by \$57,941.79 for a total not-to-exceed of \$167,977.79.

NOW THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows:

1. Article 2, CONTRACT TERM, is deleted in its entirety and replaced with:

“The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst, and shall continue in full force and effect through 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 costs incurred prior to issuance of the NTP.”

2. Article 3, Section 3.2, COMPENSATION, is deleted in its entirety and replaced with:

“The total Contract Not-To-Exceed Amount is One Hundred Sixty-Seven Thousand Nine Hundred Seventy-Seven Dollars and Seventy-Nine Cents (\$167,977.79). All work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work” and shall be reimbursed pursuant to the Price Forms Exhibit B attached to this Contract and Exhibit B.1 attached to Amendment No. 3. 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 the 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."

3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 3, all other provisions of the CONTRACT, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 3 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 below.

MOBILE RELAY ASSOCIATES, LLC

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Mark Abrams
Manager

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda Daniel
Assistant General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: MRA Amend 3 (7885 : Amendment No. 3 to Contract No. 16-1001521 Mobile Relay Associates)

EXHIBIT B - PRICE FORM

Mobile Relay Associates 16-1001521

Initial Contract term: October 5, 2016 through September 30, 2019

Item	Monthly Lease Costs			Annual Lease Costs						Total Lease Cost
	# of Units	Rate	Total Monthly Cost	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	
Portable Radios	3	\$ 8.00	\$ 24.00	\$ 192.00	\$ 288.00	\$ 288.00	\$ 216.00	\$ 288.00	\$ 24.00	
Mobile Radios*	31.5	\$ 27.00	\$ 850.50	\$ 6,804.00	\$ 10,206.00	\$ 10,206.00	\$ 2,551.50	\$ 7,654.50	\$ 10,206.00	\$ 81.00
Insurance	1	\$ 390.97	\$ 390.97	\$ 3,127.76	\$ 4,691.64	\$ 4,691.64	\$ 1,172.91	\$ 3,518.73	\$ 4,691.64	\$ 1,172.91
* # of mobile units may increase/decrease as more FSP Beats are added and/or removed										
TOTAL		\$ 1,265.47	\$ 1,265.47	\$ 10,123.76	\$ 15,185.64	\$ 15,185.64	\$ 3,796.41	\$ 11,389.23	\$ 15,185.64	\$ 1,277.91
										\$ 44,291.45
										Years 4/5
										\$ 27,652.78

ESTIMATE for Future Equipment Costs

Item	Unit Cost	Max # of Units	Total # of Units	Total Equipment Cost	Years 4/5
Portable Radio	\$ 507.70	5	8	\$ 4,061.60	\$ 1,523.10
Mobile Radio	\$ 494.70	40	52	\$ 25,724.40	\$ 1,484.10
External Speaker	\$ 31.00	40	60	\$ 1,860.00	\$ 651.00
Antenna	\$ 30.68	40	60	\$ 1,840.80	\$ 644.28
Power Cord	\$ 18.33	40	58	\$ 1,063.14	\$ 384.93
Internal Speaker	\$ 35.70	40	58	\$ 2,070.60	\$ 749.70
Double Throw Switch	\$ 3.00	40	58	\$ 174.00	\$ 63.00
TOTAL				\$ 38,794.54	\$ 5,500.11

Labor Costs

Item	Cost	Est. # of Hours years 1-3	Est. # of Hours years 4-5	Total Labor Cost	Years 4/5
Tow Truck/CHP Car	\$ 100.00	71	50	\$ 7,100.00	\$ 5,000.00
CHP Base Station	\$ 100.00	6	3	\$ 600.00	\$ 300.00
In-field Maintenance	\$ 125.00	130	100	\$ 16,250.00	\$ 12,500.00
TOTAL				\$ 23,950.00	\$ 17,800.00
CONTRACT CONTINGENCY				\$ 5,000.01	
GRAND TOTAL				\$ 110,036.00	
Total not-to-exceed including option years 1 and 2				\$ 167,169.00	

*Mobile Radios
Inventory
CHP
Primary Trucks
Backup Trucks
back up radios

2.5
16
8
4

Mobile Relay Associates 16-1001521**EXHIBIT B.1: Budget for Oct. 1, 2021-June 30, 2023**

Initial Contract term: October 5, 2016 through September 30, 2019

Two one-year extensions: Oct 1, 2019-Sept. 30, 2020 & Oct.1, 2020-Sept. 30, 2021

Contract extension: Oct. 1, 2021 - June 30, 2023

Monthly Lease Costs					
<u>Item</u>	<u># of Units</u>	<u>Rate</u>	<u>Total Monthly Cost</u>	<u>Oct 1, 2021 - June 30, 2023</u>	<u>Airtime Lease Cost</u>
Portable Radios	4	\$ 8.00	\$ 32.00	\$ 672.00	\$ 672.00
Mobile Radios*	31	\$ 27.00	\$ 837.00	\$ 17,577.00	\$ 17,577.00
Shared Mobile Radio CHP	5	\$ 13.50	\$ 67.50	\$ 1,417.50	\$ 1,417.50
Insurance	1	\$ 390.97	\$ 390.97	\$ 8,210.37	\$ 8,210.37
* No# of mobile units may increase/decrease as FSP Beats are frequently evaluated.					
SUBTOTAL			\$ 1,327.47	\$ 27,876.87	\$ 27,876.87

ESTIMATE for Future Equipment Costs				
<u>Item</u>	<u>Unit Cost</u>	<u>Max # of Units</u>	<u>Estimated Total # of Units</u>	<u>Total Equipment Cost</u>
Portable Radio	\$ 507.70	4	2	\$ 1,015.40
Mobile Radio	\$ 494.70	28	7	\$ 3,462.90
External Speaker	\$ 31.00	40	22	\$ 682.00
Antenna	\$ 30.68	40	22	\$ 674.96
Power Cord	\$ 18.33	40	22	\$ 403.26
Internal Speaker	\$ 35.70	40	22	\$ 785.40
Double Throw Switch	\$ 3.00	40	22	\$ 66.00
SUBTOTAL				\$ 7,089.92

Labor Costs			
<u>Item</u>	<u>Cost</u>	<u>Estimated # of Hours Oct 1, 2021 - June 30, 2023</u>	<u>Total Labor Cost</u>
Tow Truck/CHP Car	\$ 100.00	55	\$ 5,500.00
CHP Base Station	\$ 100.00	6	\$ 600.00
In-field Maintenance	\$ 125.00	95	\$ 11,875.00
SUBTOTAL			\$ 17,975.00
CONTRACT CONTINGENCY			\$ 5,000.00
TOTAL			\$ 52,941.79
TOTAL WITH CONTINGENCY			\$ 57,941.79

*Mobile Radios Inventory

CHP 2.5

Primary Trucks 19

Backup Trucks 9

back up radios 5

Minute Action

AGENDA ITEM: 10

Date: September 1, 2021

Subject:

Request for Proposals for On-Call Construction Management Services

Recommendation:

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

A. Authorize release of Request for Proposals No. 22-1002663 for On-Call Construction Management (CM) Services.

B. Approve exception to Contracting and Procurement Policy No. 11000 and authorize the Executive Director, or his designee, to approve Contract Task Orders up to \$1,000,000 for the On-Call CM Services contracts resulting from this procurement.

Background:

Staff is recommending release of On-Call Construction Management (CM) Services Request for Proposals (RFP) to support the CM Program across all departments under San Bernardino County Transportation Authority (SBCTA) with the goal to establish a bench of up to five consultant firms. The On-Call CM Services bench of qualified professionals is intended to provide efficiency and streamline the procurement of CM Services in order to meet project schedules. Each consulting firm will be issued a contract with a value of \$5 million and a duration of five (5) years with an option to renew for an additional year. Once the bench has been established, Contract Task Orders (CTO) will be procured competitively and issued as appropriate to the firms based on SBCTA's needs, nature of work, staff availability, quality of team, and ability to deliver the project on schedule and within project budget.

SBCTA's Contracting and Procurement Policy No. 11000 (Policy), allows the Executive Director, or his designee, to approve CTOs up to \$500,000. Staff is recommending that the Board of Directors (Board) approve an exception to the Policy and authorize the Executive Director, or his designee, to approve CTOs up to \$1,000,000. By increasing the Executive Director's delegated authority to approve CTOs from \$500,000 to \$1,000,000, staff is estimating time savings from two to three months on procurement of various anticipated CTOs such as the Active Transportation Program (ATP) Phase II Project. The intent is to provide efficiency and streamline the delivery of projects. CTOs with values over \$1,000,000 will be presented at the Metro Valley Study Session and Board meetings for approval.

This On-Call CM Services contract process will reduce the need of multiple RFPs for several upcoming projects, especially for projects that are generally less complex in nature and are relatively smaller in dollar value such as the Metrolink ATP Phase II Project and the Interstate 215 at University Parkway Interchange, that have construction costs of \$7.5 and \$15.4 million respectively. Small business enterprises will be encouraged to submit proposals to this solicitation. In order to reach out to a wider network of CM firms, this RFP may be advertised on organization websites such as:

Entity: San Bernardino County Transportation Authority

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- Southern California Black Chamber (Black Chamber of Commerce – Inland Empire)
- Asian Business Association – Inland Empire
- Asian Indian Chamber of Commerce of the Inland Empire
- ITS CA (Intelligent Transportation Society of California)
- Asian American Architects and Engineers Association (AAa/e) of Southern California
- WTS Inland Empire
- ACEC Riverside/San Bernardino Chapter
- Construction Management Association of America Southern California (CMAA SC)
- Associated General Contractors – Riverside/San Bernardino District (AGC)
- National Association of Black Women in Construction
- National Association of Minority Contractors
- National Association of Women in Construction
- American Society of Civil Engineers
- National Latina Business Women Association Inland Empire (NLBWA)
- National Society of Black Engineers Inland Empire
- Inland Empire Hispanic Leadership Council
- National Association of Women Business Owners
- Women’s Business Enterprise Council
- Engineering News Record
- Construction Executive
- Construction Business Owner
- City newsletters (throughout region both online and in print)
- Los Angeles County Metropolitan Transportation Authority Metro certified Small Business Enterprise firms list

Since the Architect/Engineer community prefers Twitter and LinkedIn for social media, staff will also consider advertising on these platforms.

Similar to the current and successful On-Call Services contract bench for right-of-way professionals under the Project Delivery department, the proposed RFP for On-Call CM Services will allow staff the flexibility of selecting a most qualified team based on a CTO process that provides best value in a competitive environment. This procurement process is also consistent with industry standard across other transportation agencies in Southern California.

In summary, the above solicitation will increase efficiencies, provide flexibility, potentially reduce staff costs, and streamline project delivery.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 12, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft Scope of Work.

Responsible Staff:

Khalid Bazmi, Construction Manager
San Bernardino County Transportation Authority

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

SCOPE OF WORK

San Bernardino County Transportation Authority On-Call Construction Management Services

San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to provide **On-Call Construction Management (CM) Services** for various transportation projects at SBCTA. Type, size, and value of projects and corresponding construction management services needs will vary. CONSULTANT will be placed on a bench and proposals for Contract Task Orders (CTO) will be solicited as appropriate.

Services and deliverables needed for each CTO will be described in detail in each CTO Request for Proposals (RFP). CM Services may include, but are not limited to, the following:

A. ADMINISTRATION/PRE-CONSTRUCTION

- a. Client Coordination and Meetings
- b. Contract Administration and Budget Management
- c. Constructability Reviews
- d. Permit Reviews
- e. Right of Way /Temporary Construction Easement reviews
- f. Plans Specifications and Estimate reviews
- g. Calculations and Profiles
- h. Utility Coordination
- i. Traffic Control
- j. Data/Control/Topographic Surveys
- k. Geotechnical Services
- l. Contract Advertisement and Bid Support Cost Estimating

B. CONSTRUCTION

- a. Contractor Management
- b. Pre-Construction and Regular Construction Meetings
- c. Construction Surveying
- d. Document Control and Filing
- e. Project Schedule/Critical Path Method Management
- f. Monthly Activity Reports
- g. Progress Reports
- h. Environmental Compliance
- i. Partnering
- j. Certified Payrolls and Labor Compliance
- k. Permitting
- l. Storm Water Pollution Prevention Plan (SWPPP) Management
- m. Shop Drawings and Request For Information
- n. Safety Committee Reviews
- o. Change Order and Claims Administration

C. INSPECTIONS

- a. Roadway
- b. Paving and Subgrade
- c. Structures

- d. Electrical
- e. Landscape
- f. Environmental Inspections
- g. Drainage/Stormwater
- h. Materials Testing
- i. Source Inspection
- j. Health and Safety
- k. Plant Establishment
- l. Utilities

D. POST CONSTRUCTION

- a. Computer Aided Design Drafting (CADD)
- b. As-Builts
- c. Project Closeout

PERSONNEL

Consultant shall provide fully qualified staff with appropriate licenses and/or certifications. Credentials of certified staff shall be current and shall be made available to SBCTA upon request. CONSULTANT shall provide the following, but not limited to personnel:

- | | | |
|------------------------------|---------------------------|-----------------------------|
| • Resident Engineer (RE) | • Project Manager (PM) | • Office Engineer |
| • Structures Representative | • SWPPP Inspector (QSP) | • Roadway Inspector |
| • Assistant RE / PM | • Quality Inspector (CQA) | • Landscape Architect (RLA) |
| • Electrical Inspector (CEI) | • Land Surveyor (PLS) | • Source Inspector |
| • Welding Inspector (CWI) | • Landscape Inspector | • Civil Engineer (PE) |
| • Estimator | • Scheduler | • CADD designer |
| • Biologist | • Planner | • Administrative |

STANDARDS

All work performed under this contract shall conform to project bid documents, special provisions, plans, approved environmental document and permits and all applicable SBCTA, Caltrans or local requirements, including but not limited to:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. Caltrans District 8 Standard Staking Procedures Manual

END OF SCOPE OF WORK

Minute Action

AGENDA ITEM: 11

Date: September 1, 2021

Subject:

Interstate 215 Bi-County Landscaping Project - Caltrans Construction Cooperative Agreement

Recommendation:

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

Approve Cooperative Agreement No. 21-1002628 with the California Department of Transportation for the Construction Phase of the Interstate 215 Bi-County Landscape Project (Project) which specifies roles, responsibilities and funding between the two agencies including identifying San Bernardino County Transportation Authority as the implementing agency for construction and locally funding the Project costs.

Background:

In June 2015, new High Occupancy Vehicle lanes constructed as part of the Interstate 215 (I-215) Bi-County Gap Closure Project (Gap Closure Project) were opened to the public. The environmental document for the Gap Closure Project required follow-up corridor landscaping. To comply with this requirement, San Bernardino County Transportation Authority (SBCTA) executed Cooperative Agreement No. 18-1001820 with the California Department of Transportation (Caltrans) on May 30, 2018, to define the roles and responsibilities in the Gap Closure Project approval and environmental document, plans, specifications and cost estimate, and right-of-way phases for the I-215 Bi-County Landscaping Project (Project). Per the agreement, SBCTA is leading the delivery and funding of the Project while Caltrans is providing oversight reviews.

The Project proposes drought tolerant, low maintenance highway planting, addition of irrigation infrastructure with smart technology, and construction of hardscape beginning at the I-215/Orange Show Road Interchange in the City of San Bernardino and ending at the San Bernardino/Riverside County line which is just south of the I-215/Iowa Avenue and La Cadena Drive Interchange in the City of Colton. Although the original Project spanned southerly to the State Route 60/State Route 91/I-215 Interchange, the landscaping on the corridor is planned to end at the Riverside County line due to limited planting areas and potential future improvements within the Riverside County portion, pursuant to discussions with Riverside County Transportation Commission. The estimated landscaping construction capital cost is \$7 million.

In January 2019, the SBCTA Board of Directors authorized a professional services contract for preliminary design, environmental studies, and final design for the Project. The Project is currently in final design and right-of-way phases. A complete Plans, Specifications, and Estimates package has been submitted to Caltrans for oversight reviews in June 2021. As the Project is nearing completion of the design and the right-of-way certification is anticipated in October 2021, a construction cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the construction phase. Under Cooperative Agreement No. 21-1002628, SBCTA would be the implementing agency for the construction phase and would fund the Project with Caltrans overseeing the Project at no cost to SBCTA. This agreement does not have a direct financial impact as it is neither a payable nor receivable

Entity: San Bernardino County Transportation Authority

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agreement. Staff is recommending approval of Cooperative Agreement No. 21-1002628 with Caltrans so the Project may proceed to construction phase once the design is approved and the right-of-way certification is obtained.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0839 I-215 Bi-County Landscape Project.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 12, 2021. **MVSS reviewed and recommended approval of the agreement in a substantially similar format. The draft agreement has been updated to incorporate formatting and non-substantive revisions made by Caltrans.** SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 21-1002628 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: Caltrans
 Description: I-215 Bi-County Landscaping Project - Caltrans Construction Cooperative Agreement

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: 09/01/2021 Board Item # 7888

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Local Sole Source? N/A No Budget Adjustment MOU/COOP/JPA

Accounts Payable											
Estimated Start Date:			10/06/2021		Expiration Date:			12/31/2039		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:									-		-
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Heng Chow Paula Beauchamp
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO CONSTRUCT HIGHWAY LANDSCAPE IMPROVEMENTS INCLUDING LANDSCAPE PLANTING, IRRIGATION, AND SUBSEQUENT 1 YEAR PLANT ESTABLISHMENT PERIOD FOLLOWED BY 4 YEARS PLANT MAINTENANCE PERIOD.

Contact Information

CALTRANS

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SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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Project No. 0814000128

SBCTA Agreement 21-1002628

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DRAFT

Attachment: 21-1002628 PDF (7888 : I-215 Bi-County Landscaping Caltrans Construction Coop)

COOPERATIVE AGREEMENT DRAFT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *to construct highway landscape improvements including landscape planting, irrigation, and subsequent 1 year plant establishment period followed by 4 years plant maintenance period* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - SBCTA approved the Categorical Exemption on May 19, 2020 (Cooperative Agreement No. 08-1671).
 - SBCTA is developing the R/W Certification (Cooperative Agreement No. 08-1671).
 - SBCTA is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 08-1671).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.
15. SBCTA is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.
16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds displayed in the Funding Summary. Costs that are specifically excluded from the funds displayed in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.
17. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
22. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA Lead Agency

23. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. SBCTA will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to SBCTA's responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
26. The PROJECT will not require environmental permits/approvals.

CONSTRUCTION

27. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
28. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

29. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

30. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
31. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
 - Any new or amended Freeway Agreements required for the WORK are executed.
32. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
33. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
34. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
35. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
36. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

37. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
38. SBCTA will provide a landscape architect, licensed in the State of California, who will be responsible for all landscaping activities within the State Highway System.
39. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
40. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
41. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

42. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.
43. Upon completion of the construction contract and one (1) year plant establishment period under this Agreement, SBCTA shall assume maintenance and the expense thereof for PROJECT, at its own expense, for a four (4) year landscape maintenance period to establish existing planting (EEP), after which, CALTRANS assumes full responsibility for maintenance. SBCTA's maintenance responsibilities include, but are not limited to, inspection, providing emergency repair, weed abatement, litter removal, replacement and maintenance of landscaping within PROJECT limits. As part of SBCTA's maintenance responsibilities, during construction of PROJECT and for the one (1) year plant establishment period and for the first two (2) years of the plant maintenance period following construction, SBCTA shall make all necessary arrangements with the local utility company for payment and billing of water supplied for PROJECT, after which time CALTRANS will make arrangements with the utility company to transfer billing and be responsible for payment of water supplied for PROJECT.
44. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.
- CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

45. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

46. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

47. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

48. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

49. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

50. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

51. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
52. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

53. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

54. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

55. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

56. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

57. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

59. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

60. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

61. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

62. SBCTA may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
63. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
64. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
65. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
66. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

67. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

68. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

69. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

70. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

71. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

72. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

73. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
74. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

75. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
76. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

77. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

78. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

79. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

80. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

81. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

82. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Michael D. Beauchamp
District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Curt Hagman
President, Board of Directors
Not for signature at this time

Approved as to form:

Juanda L. Daniel
Assistant General Counsel

Agreement 08-1742

Project No. 0814000128

SBCTA Agreement 21-1002628

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>						
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>			Totals
Source	Party	Fund Type	CON Capital	Plant Maintenance	CON Support	
LOCAL	SBCTA	Measure I	7,000,000	1,300,000	1,000,000	9,300,000
Totals			7,000,000	1,300,000	1,000,000	9,300,000

<u>SPENDING SUMMARY</u>							
Fund Type	CON SUPPORT		CON CAPITAL		Plant Maintenance		Totals
	CALTRANS	SBCTA	DFM CALTRANS	SBCTA	CALTRANS	SBCTA	
Measure I	0	1,000,000	0	7,000,000	0	1,300,000	9,300,000
Totals	0	1,000,000	0	7,000,000	0	1,300,000	9,300,000

Attachment: 21-1002628 PDF (7888 : I-215 Bi-County Landscaping Caltrans Construction Coop)

Minute Action

AGENDA ITEM: 12

Date: September 1, 2021

Subject:

Update on SBCTA staff activities related to implementation of Senate Bill 743

Recommendation:

Receive an update on San Bernardino County Transportation Authority staff activities related to implementation of Senate Bill 743 in San Bernardino County.

Background:

Senate Bill (SB) 743 (Steinberg 2013, as codified in Public Resources Code section 21099) required changes to the guidelines implementing the California Environmental Quality Act (CEQA) regarding the analysis of transportation impacts. With the California Natural Resources Agency's certification and adoption of changes to the CEQA Guidelines in December 2018, automobile delay, as measured by "level of service" and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA. Instead, the emphasis of CEQA transportation impact analysis was redirected to the analysis of a project's impacts on vehicle miles traveled (VMT), with specific metrics to be adopted by local lead agencies. The Guidelines established July 1, 2020 as the date by which local lead agencies needed to implement the new VMT-related provisions.

In December 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) directed staff to work with the City of Rancho Cucamonga (City) to add scope and funding for a countywide SB 743 implementation study to the City's proposed contract with Fehr & Peers for the City's own SB 743 implementation. The countywide study was funded primarily by proportional contributions from cities and the County, with a small contribution from SBCTA. SBCTA staff embarked on this Phase 1 SB 743 implementation assistance effort in February 2019.

The County of San Bernardino implemented its SB 743 program in July 2019 in conjunction with work on its General Plan update. Each of the cities adopted an SB 743 implementation program, either prior to or shortly after the July 1, 2020 deadline, based largely on the Phase 1 work. In the meantime, SBCTA staff received a sustainability grant award from Southern California Association of Governments (SCAG) to further develop SB 743 implementation mechanisms in a second phase, with particular emphasis on VMT mitigation strategies, which was an area where many questions remained as related to both land development projects and transportation projects. Mitigation of VMT impacts remains one of the greatest challenges of SB 743 implementation.

At its July 1, 2020 meeting, the SBCTA Board authorized staff to: 1) develop and implement a comprehensive telework program; 2) work with our public and private partners to identify and encourage additional options for virtual travel and other cost-effective transportation demand management (TDM) strategies; and 3) develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other TDM options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County.

Entity: San Bernardino County Transportation Authority

Subsequent to this action, SBCTA staff has embarked on Phase 2 of the Countywide SB 743 Implementation Study, with a consultant hired by SCAG under the sustainability grant award. Phase 2 is scheduled to conclude within the next several months. While no recommendations have been formulated on an SB 743 mitigation program at this time, staff wanted to provide an update on its progress, as other agencies around the region are grappling with the same issues, and SBCTA is exchanging technical concepts with SCAG and the other counties. We are also currently actively engaging the development community with the assistance from our Building Industry Association (BIA) Baldy View Chapter.

In addition to the transportation consultant work, SBCTA staff is obtaining legal reviews from a firm experienced in CEQA issues so that a well-researched set of recommendations can be presented to the Board at the appropriate time. As stated in the July 1, 2020 Board item, a high priority is being placed on cost-effectiveness of VMT mitigation options, and the various options being formulated by the transportation consultant are being analyzed across multiple criteria. The options being evaluated include programmatic approaches to mitigation under CEQA as well as the potential use of VMT mitigation banks and exchanges.

One of the key attributes of mitigation banks and exchanges is that the VMT reduction incorporated into a program would need to be “in addition to” what would have occurred without the program. This is sometimes referred to as the “principle of additionality.” It is also one reason that the telework program was coupled with the VMT mitigation crediting recommendation in the July 2020 Board agenda item, as there was greater potential that a mitigation program could take more credit for a telework program with an earlier adoption date. But the degree to which mitigation credit can be taken for telework remains an open question that will become clearer with interpretation from CEQA legal counsel.

Another key issue is how to establish a “baseline” against which any progress in VMT reduction is measured. The COVID-19 pandemic has made this particularly tricky, given that the pandemic has brought about completely different travel behaviors than existed in 2019, and it is not yet clear where the new “baseline” will settle, in terms of transit ridership, ridesharing, and other TDM strategies. Since SB 743 is a newly instituted legal requirement by the state, there is no body of case law that can be referenced for clear answers on how to proceed. Comments or questions by Board members on SB 743, mitigation of VMT impacts, and structure of potential mitigation programs are encouraged during or subsequent to the staff presentation.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the General Policy Committee on August 11, 2021. In addition, VMT reduction under SB 743 has been a regular agenda item for both the Planning and Development Technical Forum (PDTF) and the Transportation Technical Advisory Committee (TTAC) meetings since 2019 when the SBCTA Phase 1 VMT study began.

Responsible Staff:

Josh Lee, Chief of Planning

Board of Directors Agenda Item
September 1, 2021
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Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 13

Date: September 1, 2021

Subject:

SBTAM Update "Plus" Caltrans Grant Award

Recommendation:

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

A. Approve Resolution No. 22-004, authorizing the Executive Director, or his designee, to execute Contract No. 22-1002669, subject to approval as to form by General Counsel, a Restricted Grant Agreement between San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) for SBCTA to receive an amount not-to-exceed \$443,535 for the development of the San Bernardino Transportation Analysis Model Update "Plus" project.

B. Authorize the Executive Director, or his designee, to release Request for Proposals No. 22-1002670 for development of the San Bernardino Transportation Analysis Model Update "Plus" project.

C. Approve a budget amendment to the Fiscal Year 2021/2022 Budget, Task No. 0404, by adding Caltrans Sustainable Communities Planning Grant funds in the amount of \$443,535.

Background:

Senate Bill (SB) 743 initiated an update to the California Environmental Quality Act (CEQA) guidelines changing how lead agencies evaluate transportation impacts with the goal of better measuring the actual transportation-related environmental impacts of any given project. "Traffic congestion" is no longer considered a potentially significant environmental impact. Instead, the amount of driving, as measured by "vehicle miles traveled (VMT)", is the new lens for assessing transportation impacts on the environment. While SB 743 became a mandate effective July 1, 2020, the necessary resources were not provided to subregional entities responsible for maintaining transportation models to update their model and/or to create the tools needed in order to adequately comply with the new required metric.

For the last 10+ years, SBCTA has been responsible for maintaining the subregion's San Bernardino Transportation Analysis Model (SBTAM). SBTAM has been used for subregional planning, analysis of transportation projects, traffic and revenue studies, General Plan circulation element updates, and analysis of individual development projects. As a subregionally "focused model," SBTAM is derived from and consistent with Southern California Association of Government's (SCAG) Regional Model. While SBTAM has historically needed to be updated every four years in order to remain consistent with the roll-out of Regional Transportation Plans/Sustainable Communities Strategy (RTP/SCS) updates, this update is unique due to the recent implementation of SB 743. Model improvements and additional tools are needed in order to address the increased emphasis on transit and high occupancy vehicle projects as well as on VMT analysis.

In February 2021, SBCTA staff, with Executive Director approval, submitted an application through Caltrans Sustainable Transportation Planning Sustainable Communities Grant program to complete a San Bernardino Transportation Analysis Model Update "Plus" (SBTAM+) project aimed at meeting the new analysis requirements.

Entity: San Bernardino County Transportation Authority

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September 1, 2021

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The application proposed to hire an experienced consultant to update SBTAM and extend the model's functionality ("Plus"). SBTAM+ will be a multi-modal, comprehensive endeavor focused on (see deliverables graphic):

- 1) Updating the transportation model to be consistent with SCAG's recently adopted RTP/SCS.
- 2) Improving SBTAM's interface with the Federal Transit Administration's Simplified Trips-on-Project Software (FTA STOPS).
- 3) Updating and refining SBCTA's VMT Screening Tool.
- 4) Developing an on-line dynamic VMT/Land Use Analysis Tool.
- 5) Creating sample scenarios demonstrating how land use changes can reduce VMT.
- 6) Developing a framework for estimation of induced travel.
- 7) Designing a method for streaming access to SBTAM+ results.

In June 2021, SBCTA received award notification from Caltrans for the San Bernardino Transportation Analysis Model Update "Plus" project. The recommendations in this agenda item represent requirements from Caltrans for a grant agreement plus budgeting for this new project including granting the Executive Director authority to release a Request for Proposals to secure the consultant.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. Recommendation C identifies the requested budget amendment to Task No. 0404 adding \$443,535 in Caltrans Sustainable Communities Planning Grant funds.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the proposed resolution.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

RESOLUTION NO. 22-004

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SBCTA SAN BERNARDINO TRANSPORTATION ANALYSIS MODEL UPDATE "PLUS"

WHEREAS, SBCTA is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, SBCTA has been successful in being awarded a State transportation planning grant in the amount of \$443,535;

WHEREAS, SBCTA needs to execute a Restricted Grant Agreement with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, SBCTA wishes to delegate authority to the SBCTA Executive Director to execute this agreement and any amendments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of SBCTA:

Section 1. The Executive Director, or designee, is authorized to execute a Restricted Grant Agreement and any amendments between SBCTA and the California Department of Transportation, necessary for the award of the State transportation planning grant to SBCTA in the amount of \$443,535.

Section 2. This Resolution is effective upon the date of its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 1, 2021.

Curt Hagman, Board President
San Bernardino County Transportation Authority

ATTEST:

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

Attachment: RES 22-004 (7895 : SBTAM Update "Plus" Caltrans Grant Award)

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
(916) 261-3326 | TTY 711
www.dot.ca.gov



06/22/21

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Fiscal Year 2021-22 Sustainable Transportation Planning Grant award.

Fiscal Year 2021-22 Sustainable Transportation Planning Grant Program					
Grant Category	Sustainable Communities (Technical) - Road Maintenance and Rehabilitation Account				
Project Title	San Bernardino Transportation Analysis Model Update "Plus"				
Grantee/Agency	San Bernardino County Transportation Authority				
Executive Director	Raymond Wolfe				
Grantee/Agency Contact	Ginger Koblasz				
Sub-Recipient(s)	No Sub-Recipient				
Caltrans District Contact(s)	Ricky Rivers				
Caltrans District Contact(s) E-mail	ricky.rivers@dot.ca.gov				
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$443,535	\$57,465	\$0	\$57,465	11.47%	\$501,000
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due	
07/30/21		02/29/24		04/29/24	
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.					

Attachment: SBTAM Plus Caltrans Award Letter (7895 : SBTAM Update "Plus" Caltrans Grant Award)

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 Caltrans Sustainable Transportation Planning Grant Program
 Grant Award

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Teleconference, with your agency soon.
 - A list of conditions and project revisions necessary to accept grant funding will be provided at this meeting as well as a follow-up email outlining the discussion.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the Conditions of Grant Acceptance outlined in the teleconference and follow-up email.
4. Once the required conditions are met and agreements in place, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). **Grant work cannot begin until the Notice to Proceed letter is received by your agency.**
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
 Chief, Office of Regional and Community Planning

Text in BLUE is for informational purposes only and will be removed at 100% draft.

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. Task **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work	
(x)	Ensure these items are completed prior to submitting to Caltrans
X	Use the Fiscal Year 2021-22 template provided.
X	Include the activities discussed in the grant application.
X	List all tasks using the same title as stated in the Project Cost and Schedule.
X	Include task numbers in accurate and proper sequencing, consistent with the Project Cost and Schedule.
X	Ensure that sub-task numbers are not included. (New this year)
X	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.
X	Include a thorough and accurate narrative description of each task.
X	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
X	Include Task 02 for the procurement of a consultant (if needed). This task for the <u>grantee only</u> .
NA	Public outreach task must include detailed public participation and services to diverse communities.
NA	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment.
X	Must include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback. (Excludes technical projects)
X	The final product must include a summary of next steps your agency will take towards implementing the project.
X	Achievable project deliverables must be listed for each Task.
X	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide.

Text in BLUE is for informational purposes only and will be removed at 100% draft.

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive – Technical Set-Aside
Grant Fiscal Year	FY 2021-2022
Project Title	San Bernardino Transportation Analysis Model Update "Plus" (SBTAM+)
Organization (legal name)	San Bernardino County Transportation Authority (SBCTA)

Introduction

[Provide a detailed summary of the grant project] Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.

PROJECT REQUEST: The San Bernardino County Transportation Authority (SBCTA) will hire an experienced Consultant to update the San Bernardino Transportation Analysis Model (SBTAM) and extend its functionality. The SBTAM Update "Plus" Project (SBTAM+) will be a multi-modal, comprehensive endeavor that will: 1) update the transportation model to be consistent with the Southern California Association of Government's (SCAG) recently adopted Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS); 2) improve interface with the Federal Transit Administration's Simplified Trips-on-Project Software (FTA STOPS); 3) update and refine the Vehicle Miles Traveled (VMT) Screening Tool; 4) create an on-line dynamic VMT/Land Use Analysis Tool; 5) develop sample scenarios demonstrating how land use changes can reduce VMT; 6) develop a framework for estimation of induced travel; and 7) stream access to SBTAM+ results.

PROJECT TIMING: SBCTA expects to complete the technical update within 24 months of award.

BACKGROUND: The County of San Bernardino is the largest county in the United States by area at over 20,000 square miles (slightly larger than the states of New Jersey, Connecticut, Delaware, and Rhode Island combined). Comprehensive County transportation planning is challenging, given the mix of diverse geography that includes urban development, farmland, the San Bernardino Mountain range, and swaths of low and high desert reaching to the Nevada state line. The bulk of the County's 2.2 million residents live in roughly 480 square miles south of the San Bernardino Mountains adjacent to Los Angeles County while over 100,000 people live scattered across the remainder of the sprawling County. The County is also home to two military bases (Fort Irwin National Training Center and Twentynine Palms Marine Corps Air Ground Combat Center) and two tribal governments (San Manuel Band of Mission Indians and the Chemehuevi Indian Tribe).

With such vast territory to cover and such diverse transportation needs within the County, the SBCTA has been tasked with cooperative regional planning and furthering an efficient multi-modal transportation system. Our mission is to improve the quality of life and mobility in San Bernardino County with safety as the cornerstone of all we do. We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible;

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- 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; and
- Using all revenue sources in the most responsible and transparent way.

DISADVANTAGED COMMUNITIES: A significant proportion of the 2.2 million San Bernardino County residents live in community areas considered disadvantaged. Over half of all residents (1.29 million) live in locales ranked by the CalEnviroScreen 3.0 as among the top 25% most disadvantaged communities (DACs) statewide, and over one quarter (650,000 residents) live in the top 10% (see attached maps). The County's Community Vital Signs (CVS) Initiative measured the proportion of County residents less than 18 years of age living in poverty as 26.1%, higher than the California statewide average of 22.8%. Additionally, County health indicators from CVS reports that 64% of adult residents, and 39% of middle school-age children, are either obese or overweight.

PROBLEM: In 2013, Senate Bill (SB) 743 initiated an update to the California Environmental Quality Act (CEQA) guidelines changing how lead agencies evaluate transportation impacts with the goal of better measuring the actual transportation-related environmental impacts of any given project. "Traffic congestion" is no longer considered a potentially significant environmental impact. Instead, the amount of driving, as measured by "vehicle miles traveled (VMT)", is the new lens for assessing transportation impacts on the environment. While SB 743 became a mandate effective July 1, 2020, the necessary resources were not provided to subregional entities responsible for maintaining transportation models to update their model and/or to create the tools needed in order to adequately comply with the new required metric.

For the last 10+ years, SBTAM has been used for subregional planning, analysis of transportation projects, traffic and revenue studies, General Plan circulation element updates, and analysis of individual development projects. As a subregionally "focused model," SBTAM is derived from and consistent with the SCAG Regional Model. While SBTAM has historically needed to be updated every four years in order to remain consistent with the roll-out of RTP/SCS updates, this update is unique due to the recent implementation of SB 743. Model improvements and additional tools are needed in order to address the increased emphasis on transit and high occupancy vehicle projects as well as on VMT analysis.

Project Stakeholders

[Provide a detailed summary of who the Project Stakeholders are. Will a consultant be working on the project? If so, what activities/tasks will they be involved with?]

This is a highly technical project. As such, SBCTA will encourage stakeholder involvement at our SBCTA Transportation Technical Advisory Committee (TTAC) meetings. The primary role of the committee is to provide a forum for technical experts from SBCTA's 25 member agencies (24 San Bernardino Cities and the County) to become informed about and discuss issues facing the region (such as SBTAM+) and to cooperate regionally in addressing those concerns. This committee generally meets (via Zoom during the COVID-19 pandemic) on the first Thursday of the month at 10 a.m.

Additional participation will be solicited from Southern California Association of Governments (SCAG) and Caltrans through a series of meetings in order to ensure SBTAM+ is consistent with their needs since they, too, utilize SBTAM when conducting transportation analysis for projects in San Bernardino County.

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SBCTA will hire an experienced Consultant to update the model and extend its functionality. The Consultant will be involved in the following activities:

- 1) Updating SBTAM in order to incorporate all of the public input, policy decisions, and expertise that went into crafting the latest RTP/SCS. Once this has been accomplished, efforts can begin to comply with and support the objectives of SB 743 by;
- 2) Improving SBTAM's interface with FTA STOPS. While SBTAM does maintain a mode choice component, SBCTA has found that the FTA STOPS model generates superior and more reliable forecasts for transit applications;
- 3) Updating and Refining SBCTA's VMT Screening Tool. This tool will reward environmentally-friendly projects that meet locally-defined thresholds by allowing them to avoid the additional VMT analysis and mitigations required of other projects;
- 4) Developing an on-line dynamic VMT/Land Use Analysis Tool that will allow users to quickly see the impact selected land-use changes will have on VMT. An off-line beta version has already been created.
- 5) Creating a series of sample scenarios demonstrating the types of land-use changes that can be implemented in order to reduce VMT;
- 6) Developing a framework for estimation of induced travel. While SBCTA believes it is best to wait until SCAG has implemented an induced growth capability within the regional model (SBTAM's "parent model"), it would be appropriate to develop a framework for incorporating induced growth analysis as part of the SBTAM+ project;
- 7) Publishing streaming access to SBTAM+ results in order to maximize access to, and use of, all the newly developed resources.

Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives]

The overall objective of the SBTAM+ update is to provide San Bernardino County regional and municipal planners with access to data and modeling tools to run land-use and transportation scenarios that will lead to more efficient land-use strategies and be in compliance with SB 743.

Implementation of transportation modeling and tools that are in compliance with SB 743 will change the way agencies analyze transportation and development projects in our communities. SBTAM+ will result in funded and programmed multi-modal transportation system improvements by: 1) improving transit modeling capabilities; 2) streamlining development projects that adequately reduce VMT according to an updated and revised VMT Screening Tool that rewards "good" projects by allowing them to proceed with less modeling analysis, while discouraging others by requiring additional analysis and mitigations; 3) helping local planners and developers to make more informed decisions that reduce VMT by enabling them to see the impact land use changes will have on VMT through both via a dynamic on-line tool; and 4) providing sample land-use scenarios. Developing a framework for estimation of induced travel and providing SBTAM+ streaming access will further ensure the subregion is able to adapt to the future of transportation planning.

Once SBTAM+ is fully operational and accessible to end users (circa December 2023), San Bernardino County will start seeing a change in the types of projects that are programmed and funded from those that reduce Level of Service to those that reduce VMT.

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Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount. Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

[Provide a detailed narrative of activities to be completed in this Task]

Upon project award, SBCTA will coordinate a project kick-off meeting with Caltrans to discuss grant procedures and project expectations including invoicing, quarterly reporting and all other relevant project information including scope, Consultant type, and stakeholders. SBCTA will highlight and determine scope refinements.

As the project progresses, SBCTA will prepare and submit invoice packages, quarterly reports, and a final close-out report in accordance with Caltrans' requirements. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

Task Deliverables
[The following are the only allowable deliverables for this Task. This Task is not for the management of the consultant or meetings between the grantee and the consultant]
Kick-off meeting with Caltrans; meeting notes, quarterly invoices, and progress reports.

Task 02: Consultant Procurement

[Provide a detailed narrative of activities to be completed in this Task]

SBCTA will procure an experienced Consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and SBCTA.

SBCTA will develop a preliminary scope of work and initial Request for Proposal (RFP) for Caltrans' Review. SBCTA will then refine RFP and gain approval from SBCTA Board of Directors and Caltrans.

SBCTA and Caltrans will review and determine the most qualified Consultant, with SBCTA awarding contract to selected Consultant.

A project kick-off meeting will be scheduled with Consultant and stakeholders to discuss proposed plan, and establish tasks and timeline in accordance with Caltrans grant requirements. Consultant will finalize outline of action plan for SBCTA staff approval.

Task Deliverables
[List achievable deliverables for this Task]
Meeting agenda, participant list, meeting notes, list of action items; draft Scope of Work and Request for Proposal (RFP); final RFP; review and ranking of qualifications by SBCTA staff/Caltrans; executed Consultant contract; meeting agenda, participant list, meeting notes, list of action items and action plan.

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Task 1: Transportation Technical Advisory Committee/Stakeholder Outreach

[Provide a detailed narrative of activities to be completed in this Task]

This is a highly technical project; therefore, community engagement is not applicable. However, SBCTA will engage members of the SBCTA Transportation Technical Advisory Committee (TTAC), which meets monthly at SBCTA. The committee is comprised of technical executives from SBCTA's 25 member agencies (24 San Bernardino Cities and the County), many representing disadvantaged communities. The purpose of the TTAC is to become informed about and discuss issues facing the region. It also provides a forum for the discussion of items of mutual concern (such as the SBTAM+ update project) and a way to cooperate regionally in addressing those concerns. SBCTA and the Consultant will conduct regular updates and solicit feedback.

Task Deliverables
[List achievable deliverables for this Task]
Meeting agendas, participant lists, project update summaries; and follow-up comments from stakeholders.

Task 2: SBTAM Model Update

[Provide a detailed narrative of activities to be completed in this Task]

The Consultant will: 1) Collect modeling data from SCAG needed to run the Subregional Model Development Tool (SMDT), which will convert SCAG's Regional "Tier 2" level model into a more densified Subregional "Tier 3" level model used by SBTAM; 2) Develop a calibrated and validated 2019 base-year model, ensuring the forecast built from this will be produced with the high level of accuracy, confidence, and defensibility needed for California Environmental Quality Act (CEQA) compliance; 3) Develop a 2045 fiscally unconstrained plan alternative that models all projects included in SCAG's Regional Model; and 4) Develop fiscal constrained 2045 baseline alternative that models funded and likely to be funded projects.

Task Deliverables
[List achievable deliverables for this Task]
Copy of SCAG's regional Tier 2 2020 RTP/SCS model and Tier 3 Subregional Model Development Tool (SMDT) output; validated 2019 Base-Year Model; 2045 Plan Alternative; 2045 Baseline Alternative.

Task 3: Extended Model Functionality

[Provide a detailed narrative of activities to be completed in this Task]

The Consultant will: 1) Improve SBTAM's interface with the Federal Transit Authority's Simplified Trips-on-Project Software (FTA STOPS). While SBTAM maintains a mode choice component based on the SCAG model, SBCTA has found that the FTA STOPS model can generate superior and more reliable forecasts for transit applications. The STOPS model was recently used as the basis for forecasting and environmental clearance for the West Valley Connector project, which is now in the design stage. It is proposed that SBTAM+ include an improved interface between the travel demand model and the FTA STOPS model to make FTA-compliant transit forecasting more seamless and reliable; 2) Update and refine the VMT Screening Tool. The current VMT Screening Tool relies on a temporary "hybrid" version of SBTAM that is not fully consistent with the latest SCAG RTP/SCS. This needs to be updated in order to be consistent with the SCAG Regional

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model and thus properly adhere SB 743 requirements; 3) Develop an on-line VMT/Land-Use Analysis Tool that will allow users to interactively see how selected changes will impact VMT. An off-line prototype has been created and is currently being reviewed by SBTCTA and their member jurisdictions. The programming behind the tool needs to be updated to include updated SBTAM data and permit on-line access and operability; 4) Develop VMT Scenario Samples. At least 5 exhibits will be created showing how select changes land use can result in reductions in VMT. These exhibits can then be used the help guide local planners in implementing their own VMT reduction strategies; and 5) Develop a Framework for Induced Growth Analysis. While SBCTA believes it is best to wait until SCAG has implemented an induced growth capability within the regional model, it would be appropriate to develop a framework for incorporating induced growth analysis as part of the SBTAM+ project. The SBTAM+ implementation, as a traditional four-step modeling process, would need to have a simplified induced growth capability relative to how it is implemented in the SCAG regional model, which is an Activity-Based Model (ABM). This effort can be used to plan for how to incorporate the induced growth capability. SBCTA has developed a growth distribution analysis application through ArcGIS Model Builder, and it is possible that a limited induced growth analysis capability could be incorporated into this application, with an interface to SBTAM.

Task Deliverables
[List achievable deliverables for this Task]
Example showing how to integrate SBTAM and FTA STOPS outputs with SBTAM output modifications as necessary; updated VMT Screening Tool to be consistent with the updated SBTAM output; online tool that allows users to interactively manipulate land use data to see the impact the changes will have on VMT; at least five scenario graphics demonstrating the impact land use modifications can have on reducing VMT; memo outlining best practices with options and recommendations for future incorporation of induced growth analysis.

Task 4: Online Transportation Modeling StoryMap

[Provide a detailed narrative of activities to be completed in this Task]

The Consultant will provide streaming access to SBTAM+ results by 1) Developing an on-line StoryMap (a type of website) which will contain a combination of text, interactive maps and other multimedia content that helps the users to access the tools and information needed to analyze and implement VMT reduction strategies; 2) Imbed Public Information Page(s) within the main StoryMap site. This will include tools to assist the public and local planners including but not limited to the VTM Screening Tool, the VMT/Land Use Analysis Tool, Sample VMT Scenarios, a SBCTA modeling services request form, and a map application showing VMT by jurisdiction. 3) Developing Restricted Access Modules to be used for providing access to items that will require users to sign a disclaimer. These are the items that will require interpretation of experienced professionals so as not to be misinterpreted and/or misused. Free, though restricted use modules will contain access to a copy of SBTAM for use by other agencies wishing to run their own scenarios, access to a model output map application for those needing quick access to view as-is model outputs, a vendor showing who has access to current copies of SBTAM for those needing modeling services that SBTCA is unable to provide, and a Tier 3 Local Input Growth Forecasting map application to be used to assist when collecting information for future RTP/SCS updates.

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Task Deliverables
[List achievable deliverables for this Task]
StoryMap website consolidating SBTAM, SB 743, and VMT analysis information and tools; SBTAM description, VMT Screening Tool, SBTAM integration with FTA STOPS, VMT Scenario Examples, VMT/Land Use Analysis Tool, Sample VMT Scenarios, SBCTA services request form, and a Jurisdiction VMT Map Application; Online modules with restricted access to: SBTAM download, SBTAM model outputs map application, a vendor list, and Tier 3 local input growth forecasting application.

Task 5: Documentation

[Provide a detailed narrative of activities to be completed in this Task]

The Consultant will develop: 1) A SBTAM User's Guide that provides instructions on how to run the model and how to troubleshoot common modeling errors; 2) Instructional documentation for SBTAM interface with FTP STOPS that shows users how to extract high quality transit modeling data for planning use; 2) Updated User's Guide for the VMT Screening Tool that includes step-by-step instructions and information on the thresholds that were selected by jurisdictions and were used to create the Tool; 3) A User's Guide for the VMT/Land Use Analysis Tool that includes step-by-step instructions for the Tool's use and a description of the date used to create it; 4) Workflows outlining how SBCTA staff should manage the Restricted Access Modules; and 5) A Draft Updated Policy and Procedures for Board Approval.

Task Deliverables
[List achievable deliverables for this Task]
SBTAM User's Guide; Instructional documentation for SBTAM interface with FTP STOPS; VMT Screening Tool User's Guide; VMT/Land Use Analysis User's Guide; Documented Workflows for Restricted Access Modules; Policy and Procedure Documentation.

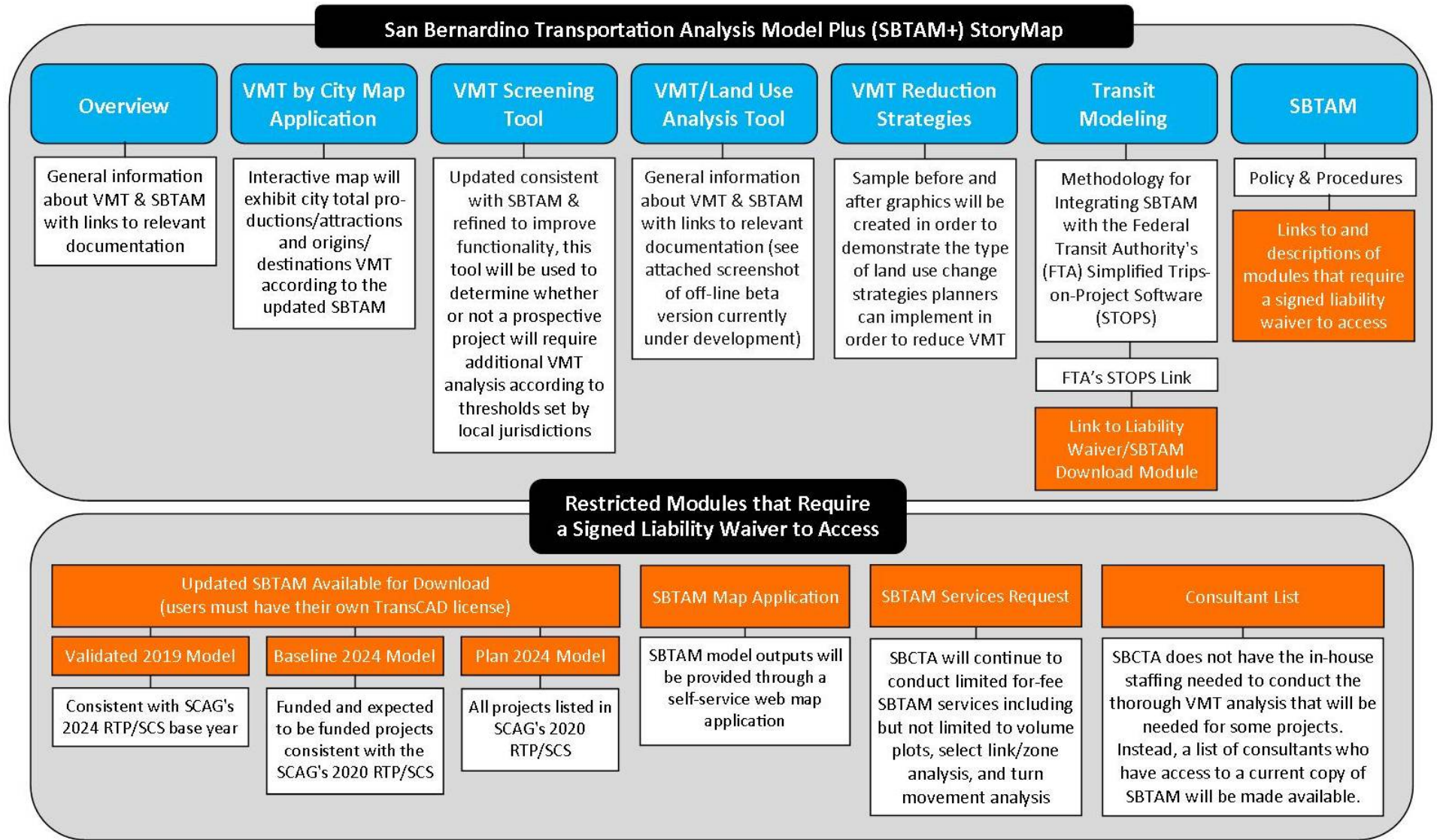
Task 6: Board Review and Adoption

[Provide a detailed narrative of activities to be completed in this Task]

The final product must include a summary of next steps your agency will take towards implementing the project.

The Consultant will present the project summary along with the updated Policy and Procedures Manual for Board Approval. Upon Board approval, SBCTA will roll out the SBTAM+ Model to regional and municipal planners through a series of emails, online webinars, and website updates. Training will take place through TTAC meetings, and the StoryMap with documentation will go live.

Task Deliverables
[List achievable deliverables for this Task]
Board Agenda, presentation materials, meeting minutes with Board acceptance/approval; sample roll-out emails; TTAC presentation slides; Live website address



The results of SBTAM+ will be accessible through a StoryMap styled website similar in appearance to the one SBCTA created for the Countywide Active Transportation Plan (see <https://gosbcta.com/activesanbernardino>). However, due to the nature of some of the content created by SBTAM+, this site will include restricted access to select modules. The graphic above shows the publicly accessible StoryMap features on top and the restricted access features in the section below. The restricted modules will primarily be used by planners at the regional, county and municipal level, along with contracted consultants to run modeling analyses.

Other deliverables for this project not provided through the SBTAM+ StoryMap include project administration, consultant procurement, TTAC Stakeholder Outreach, a framework for induced growth analysis, and workflow to maintain and update SBTAM+ project elements.



San Bernardino Transit Authority VMT/Land Use Analysis Tool

Project Information

Project Name

Sample Project Name

Parcel Number (SBTAM TAZ#53800301)

Analysis Year

13517233

2020

Screening Criteria for San Bernardino

Use the online [SBCTA VMT Tool](#) to determine the following:
Is the Project screened by Transit Priority Area or located in a low VMT generating zone?

Yes

Is the Project one of these land use types?

☒ (show land use types)

No

Does the project generate fewer than 110 daily trips?
(enter project land use in the section below)

No

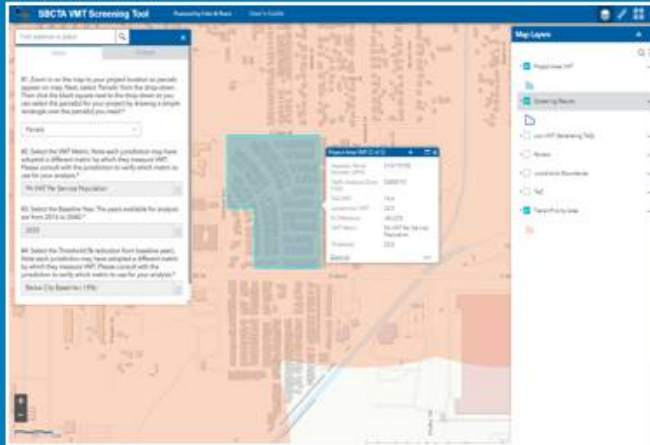
The Project can be considered for screening from additional analysis.
Please refer to the "secondary screening checks" table in the User Guide.

Project Land Use Information

	Unit
Residential: Single Family Homes	0 Dwelling Units
Residential: Multi-Family Homes	50 Dwelling Units
Office	0 1,000 Square Feet
Retail	50 1,000 Square Feet
Industrial	0 1,000 Square Feet
Private School	0 Students
University	0 Students
Hotel	50 Rooms
Optional Additional Land Use 1	0 land use unit
Optional Additional Land Use 2	0 land use unit

Project Trips, VMT, and TAZ SED Information

Project Location



Select VMT Methodology: **Origin Destination (OD)** + - Update Map

Analysis Year Daily Trips: 2874 Average Trip Length: 1.0 Service Population: 425
Project VMT per Service Population: 67.7

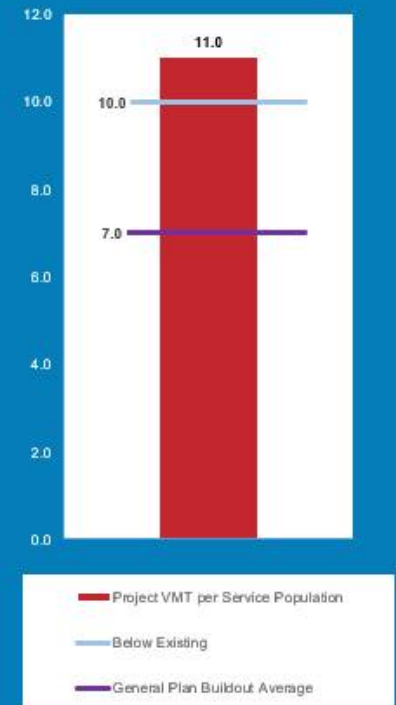
Project Location TAZ Socioeconomic Baseline Year 2016 SBCTA Mode

Land Use?	Unit	Land Use	Unit
SFDU	0 DU	TRANS	0 EMP
MFDU	0 DU	INFOR	5 EMP
K12	0 STU	FIRE	0 EMP
COLLEGE	0 STU	PROF	225 EMP
AG	0 EMP	EDUC	366 EMP
CONST	0 EMP	ARTENT	0 EMP
MANU	183 EMP	OTHSER	109 EMP
WHOLE	0 EMP	PUBADMN	815 EMP
RET	0 EMP		

Project VMT Thresholds Comparison

Select the VMT Thresholds for comparison to project VMT

- ☒ Below Existing
- ☒ Better than General Plan Buildout
- ☐ OPR Guidance (15% Below Existing)
- ☐ County Threshold (4% Below Existing)



The above dashboard is an example of the existing offline beta version of the VMT/Land Use Analysis Tool. This tool will provide an estimate of VMT per service population, VMT per population, or VMT per employee based on the project location and land use scenario. It is capable of testing the VMT potential of different land use combinations at the parcel level. VMT estimates are based on average trip generation rates by land use category at the jurisdiction level and average trip lengths by trip purpose at the TAZ level.

County of San Bernardino Example of the SBTAM+ StoryMap

Example of conversion factors from dwelling unit, 1,000 sf, etc. to residents and employees currently being used:

Number of Population per Dwelling Unit SF HH	3	Assumption to convert households to population
Number of Population per Dwelling Unit MF HH	2.5	Assumption to convert households to population
Number of Employees per KSF Information	3.5	Assumption to convert ksf to employees
Number of Employees per KSF Finance & Real estate	3.5	Assumption to convert ksf to employees
Number of Employees per KSF Professional Services	3.5	Assumption to convert ksf to employees
Number of Employees per KSF Public Administration	3.5	Assumption to convert ksf to employees
Number of Employees per KSF Retail	3	Assumption to convert ksf to employees
Number of Employees per KSF Art & Entertainment	3	Assumption to convert ksf to employees
Number of Employees per KSF Construction	1	Assumption to convert ksf to employees
Number of Employees per KSF Manufacturing	1	Assumption to convert ksf to employees
Number of Employees per KSF Wholesale Trade	1	Assumption to convert ksf to employees
Number of Employees per KSF Transportation	2	Assumption to convert ksf to employees
Number of Employees per Students (Education)	3.5	Assumption to convert ksf to employees
Number of Employees per KSF Other (Hotel) Services	3	Assumption to convert ksf to employees
Number of KSF Hotel per hotel rooms	0.42	Assumption to convert hotel rooms to ksf
Number of Employees per KSF Agriculture	1	Assumption to convert ksf to employees

County of San Bernardino Example of the SBTAM+ StoryMap

Example of average daily trip rates extracted from SBTAM by jurisdiction for households and employment uses:

City Name	SF Households	MF Households	Agriculture Employment	Construction Employment	Manufacturing Employment	Wholesale Employment	Retail Employment	Transportation Employment	Information Services Employment	Financial-Real Estate Employment	Professional Employment	Educational Employment	Arts/Entertainment Employment	Other Service Employment	Public Administration Employment
Chino	7.20	5.45	7.52	7.84	7.65	8.05	17.76	7.30	6.93	9.32	8.34	10.45	14.34	13.90	6.86
Chino Hills	6.66	5.16	4.72	7.71	6.93	7.46	16.92	7.48	6.79	8.50	6.75	10.11	13.41	15.01	7.29
Fontana	9.66	7.90	10.22	8.05	8.31	7.76	16.31	6.95	6.32	7.89	6.85	9.43	13.75	12.86	6.60
Montclair	6.75	4.94	7.14	7.00	6.71	7.22	16.82	7.47	6.50	8.35	6.91	10.02	13.62	13.37	6.94
Ontario	7.15	5.21	6.62	6.24	6.44	6.76	16.34	7.47	6.42	8.33	6.89	9.81	13.76	13.33	6.80
Rancho Cucamonga	9.52	6.18	5.49	5.60	5.51	6.25	15.50	7.45	5.44	7.63	6.32	8.73	13.16	12.95	6.64
Upland	7.78	6.00	6.45	6.51	5.82	6.27	15.84	6.90	5.79	7.33	5.89	9.09	12.55	11.81	6.74
Colton	6.21	5.15	5.34	5.51	5.43	5.68	15.23	5.98	4.78	6.66	5.37	8.40	12.29	12.32	5.61
Grand Terrace	5.58	5.57	5.43	5.88	5.27	5.82	15.33	6.58	5.22	6.98	4.93	7.61	11.44	11.53	5.60
Highland	6.67	5.15	4.25	4.23	4.33	4.26	14.21	4.86	3.72	5.78	4.60	6.95	10.86	10.49	4.29
Loma Linda	4.62	7.72	5.50	4.82	4.99	5.28	11.33	5.55	4.26	6.39	4.95	7.50	11.44	10.55	4.47
Redlands	8.19	6.18	3.97	4.09	4.24	4.37	14.10	5.18	3.83	5.64	4.23	6.87	11.10	10.34	4.29
Rialto	5.88	4.83	5.82	5.36	5.53	4.89	14.92	6.00	5.15	7.58	5.82	8.54	12.90	11.88	6.30
San Bernardino	6.22	4.85	5.06	4.46	4.61	4.51	13.89	5.87	4.91	6.44	5.44	8.09	11.96	10.99	4.87
Yucaipa	7.60	5.99	3.90	3.98	4.31	4.28	13.80	4.70	3.68	5.62	4.20	6.97	10.78	10.13	4.22
Adelanto	6.36	4.50	3.75	4.01	3.91	3.69	13.20	4.38	3.56	5.62	4.31	6.79	10.17	9.66	3.81
Apple Valley	7.33	6.86	3.94	3.84	4.89	3.92	14.25	5.62	3.62	5.53	4.01	6.95	10.89	10.47	4.47
Barstow	7.65	5.63	3.32	3.30	3.24	3.46	13.76	3.88	3.00	5.24	3.85	6.52	10.16	9.59	3.79
Hesperia	8.21	3.89	4.00	3.84	4.06	4.05	14.15	5.02	3.93	6.24	4.41	7.09	11.35	10.20	4.28
Needles	6.47	4.13	5.01	5.04	4.71	5.33	34.13	5.81	4.78	7.16	2.95	4.69	8.66	9.44	2.55
Twentynine Palms	7.12	5.37	3.08	3.78	3.16	3.31	16.66	3.65	2.83	5.66	3.74	7.49	11.41	9.35	3.85
Victorville	6.13	5.02	3.86	4.32	4.29	4.15	15.10	5.19	3.93	6.14	4.86	6.86	10.63	10.78	4.32
Yucca Valley	8.15	5.98	3.28	3.29	3.26	3.29	15.09	4.00	2.98	5.43	3.91	6.93	10.54	9.35	3.65
Big Bear Lake	7.07	5.29	2.58	2.88	2.65	2.74	11.61	3.29	2.33	4.25	3.02	5.61	9.00	7.86	2.96
Unincorporated County	6.88	5.03	3.98	3.26	3.15	3.34	13.15	3.78	2.88	5.14	3.75	6.02	9.39	8.53	3.70

Minute Action

AGENDA ITEM: 14

Date: *September 1, 2021*

Subject:

Redlands Passenger Rail Project - Contingency Increase to Construction Contract No. 17-1001705

Recommendation:

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

A. Approve an increase in the amount of contingency authorized for Contract No. 17-1001705 with Flatiron West, Inc. for the Redlands Passenger Rail Project (RPRP) mainline by \$7,711,607.40, increasing it from \$15,423,207.19 to \$23,134,814.59, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

B. Allocate an additional \$7,711,607.40 in Federal Transit Administration 5307 Funds to the RPRP, increasing the overall RPRP budget to \$373,669,232.30.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$7,711,607.40 in Federal Transit Administration 5307 Funds.

Background:

On June 5, 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Construction Contract No. 17-1001705, based on the competitive low bid process, for the Redlands Passenger Rail Project (RPRP) Mainline Construction, to Flatiron West, Inc. (FWI), for a fixed lump sum of \$154,232,071.91. The mainline construction project consists of a 9-mile reconstruction of the existing Redlands Subdivision, which will provide commuter rail service between the cities of San Bernardino and Redlands. The mainline construction project is 93% complete with all track work and bridge work substantially complete, and signal and communications generally in pre-testing.

At the time of contract award, 10% of the awarded contract lump sum was allocated in project contingency (\$15,423,207.19). In the base bid, \$350,000 was included as an allowance for the removal and disposal of contaminated soils. During construction, two separate contract change orders (CCOs) were written to allow the contractor to remove and dispose of contaminated soil found within the 9-mile footprint for an allowance amount of \$8,600,000, or 56% of the entire contingency. This contamination would have been required to be mitigated whether it was identified prior to contract award or unforeseen during construction, as was the case for the RPRP. Removing contaminated soil found during construction is a project requirement and also reduces SBCTA's future liability related to handling contaminated soil along the rail corridor.

The project required 93 utility conflicts to be mitigated and throughout the project timeline, underground utilities such as Southern California Edison (SCE) were not relocated as specified under FWI's original contract schedule. In an effort to mitigate project delays, our team worked with SCE and other utility companies to incorporate some of the required third party utility relocation work into the construction contract, and in these cases, FWI was able to mobilize, install casings, apertures, and associated trenching and backfill. These efforts resulted in

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 1, 2021

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31 executed CCOs and 15 anticipated CCOs, totaling \$2,038,760.15, or approximately 13% of total contingency. With the third party utility extra work and contaminated soil mitigation costs, the total contingency amount used was \$10,638,760.15, or 69% of the authorized contingency.

A forecasted cost to complete the project is updated regularly in order to verify that there are enough contingency funds to cover the unanticipated change orders. The large change orders, related to contaminated materials, were executed early on in the project. Over the last couple of months, our team was able to complete the negotiations on the change orders related to the third party utility relocation work as further described on the change order staff report provided monthly to the Transit Committee. Based on the current forecast to complete, staff is recommending approval to increase the amount of contingency authorized for Contract No. 17-1001705 by \$7,711,607.40, as noted under recommendation B, increasing the total contract contingency to 15%. Recommendations B and C are requesting an increase to the authorized project and fiscal year budget by the same amount.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. A budget amendment is requested in Recommendation C.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 12, 2021. SBCTA's General Counsel, Procurement Manager and Risk Management have reviewed this item.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 17-1001705 Amendment No.: 2Contract Class: Payable Department: TransitVendor No.: 03070 Vendor Name: Flatiron West, inc.Description: Redlands Passenger Rail Project (RPRP) Mainline Construction

Dollar Amount							
Original Contract		\$	154,232,071.91	Original Contingency		\$	15,423,207.19
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	7,711,607.40
Total/Revised Contract Value		\$	154,232,071.91	Total Contingency Value		\$	23,134,814.59
	Total Dollar Authority (Contract Value and Contingency)					\$	177,366,886.50

Contract Authorization

Board of Directors Date: 09/01/2021 Board Item # 7900

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No Board Approved Budget Adjustment

Federal/State/Local Construction

Accounts Payable														
Estimated Start Date:			04/03/2019			Expiration Date:			12/31/2039			Revised Expiration Date:		
						Total Contract Funding:			Total Contingency:					
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	154,232,071.91	\$	23,134,814.59		
GL:	2090	30	0315	0324	53701	42106852		TIGER 19-1002249	8,636,962.00		-			
GL:	2120	30	0315	0324	53701	42107022		FTA 5307 19-1002250	23,818,652.00		14,136,245.40			
GL:	2122	30	0315	0324	53701	42107021		FTA CMAQ 19-1002251	13,631,600.00		-			
GL:	2520	30	0315	0324	53701	42202016		RIP 19-1002247	12,826,000.00		-			
GL:	2565	30	0315	0324	53701	42206505		TIRCP 19-1002182	9,204,000.00		-			
GL:	2701	30	0315	0324	53701	42217708		LPP FORMULA 19-1002129	6,169,000.00		-			
GL:	2705	30	0315	0324	53701	42217710		SCCP 19-1002129	65,000,000.00		-			
GL:	2706	30	0315	0324	53701	42217709		LPP COMP 19-1002129	10,831,000.00		-			
GL:	4150	30	0315	0324	53701	41100000		MSI RAIL	251,837.26		8,998,569.19			
GL:	6014	30	0315	0324	53701	42418005		REDLANDS 15-1001047	134,355.00		-			
GL:	6014	30	0315	0324	53701	42418007		REDLANDS 00-1001011	500,000.00		-			
GL:	6014	30	0315	0324	53701	48001007		ESRI 16-1001470	2,964,043.00		-			
GL:	6014	30	0315	0324	53701	48005207		SBMWD 17-1001644	264,622.65		-			

Victor Lopez

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001705 CSS Amend 2 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705

Change Order Log

Date: 7/28/2021

AECOM CM			Cost				Change Notice			Change Order					Status	Change Order	Time	Comments	Reason for Change	Appendix Z and HH
12	CN004	Encasement of City of Riverside 36" Water Transmission Main	\$ 131,249.27	\$ 131,249.27	\$ 131,249.27	\$ 131,249.27	9/5/19	11/14/19	4/6/20	5/18/20	5/19/20	5/19/20	6/16/20	9/11/20	CLO	\$ 131,249.27		Executed	5.1.11.1 Changed Conditions	City of Riverside Utility
17	CN003	Frontier Casing Installation at Arrowhead	\$ 71,235.58	\$ 71,235.58	\$ 71,235.58	\$ 71,235.58	8/6/19	9/12/19	2/12/20	6/26/20	6/30/20	6/30/20	8/3/20	9/11/20	CLO	\$ 71,235.58		Executed	5.1.11.1 Changed Conditions	Frontier - Verizon
19	CN058	SCE Relocation at Arrowhead Ave	\$ 207,714.40	\$ 207,714.40	\$ 207,714.40	\$ 207,714.40	6/11/20	6/12/20	7/20/20	8/7/20 8/31/20	8/10/20 9/8/20	8/13/20 8/17/20 9/9/20	10/5/20	10/15/20	CLO	\$ 207,714.40		Executed	5.1.11.1 Changed Conditions	SCE
22	CN048	Utility Protection Slab for Frontier at Orange Show Rd	\$ 32,867.10	\$ 32,867.10	\$ 32,867.10	\$ 32,867.10	6/15/20	6/17/20	6/1/20 7/28/20	8/28/20	9/8/20	9/17/20	10/5/20	10/15/20	CLO	\$ 32,867.10		Executed	5.1.11.1 Changed Conditions	Frontier - Verizon
23	CN057	Sewer Bypass at Arrowhead Ave & Sewer Line	\$ 26,232.96	\$ 38,231.95	\$ 38,231.95	\$ 26,232.96	6/9/20	6/12/20	7/20/20	8/28/20	9/8/20	9/17/20	10/5/20	10/15/20	CLO	\$ 26,232.96		Executed	5.1.11.1 Changed Conditions	SB Municipal Water District
28	CN089	6th St SCE Mainline Relocation	\$ 119,443.92	\$ 119,443.92	\$ 119,443.92	\$ 119,443.92	7/15/20	7/23/20	8/11/20 9/30/20	9/22/20	9/25/20 9/30/20	10/2/20	12/2/20	12/16/20	CLO	\$ 119,443.92		Executed	5.1.11.1 Changed Conditions	SCE
29	CN079	Stoddard Ave - Encase Existing Gas Line	\$ 13,590.42	\$ 13,590.42	\$ 13,590.42	\$ 13,590.42	6/24/20	7/16/20	8/11/20	10/8/20	10/9/20	10/9/20	12/2/20	12/16/20	CLO	\$ 13,590.42		Executed	5.1.11.1 Changed Conditions	SCG
31	CN069	SCE Utility Protection Slab at D St	\$ 24,956.12	\$ 24,956.12	\$ 24,956.12	\$ 24,956.12	6/11/20	6/12/20	9/15/20 10/01/20	10/9/20	10/15/20	10/16/20	12/2/20	12/16/20	CLO	\$ 24,956.12		Executed	5.1.11.1 Changed Conditions	SCE
32	CN070	SCE Utility Protection Slab at 5th St	\$ 25,254.81	\$ 25,254.81	\$ 25,254.81	\$ 25,254.81	6/11/20	6/12/20	9/15/20 10/02/20	10/22/20	10/28/20	10/29/30	12/2/20	12/16/20	CLO	\$ 25,254.81		Executed	5.1.11.1 Changed Conditions	SCE
33	CN071	SCE Metering Pedestal Revisions at S Sierra Way	\$ 1,957.71	\$ 1,957.71	\$ 1,957.71	\$ 1,957.71	6/11/20	6/12/20	8/11/20 9/28/20	10/29/30	10/30/20	10/30/20	12/2/20	12/16/20	CLO	\$ 1,957.71		Executed	5.1.11.1 Changed Conditions	SCE
34	CN107	Waterman Ave Protection Slab Precast Material	\$ 96,273.62	\$ 96,273.62	\$ 96,273.62	\$ 96,273.62	9/16/20	9/17/20 10/30/20	9/21/20	11/9/20	11/10/20	11/11/20	12/2/20	12/16/20	CLO	\$ 96,273.62		Executed	5.1.11.1 Changed Conditions	City of Riverside Utility
36	CN073	SCE Metering Revisions at Orange Show Rd	\$ 6,882.01	\$ 6,882.01	\$ 6,882.01	\$ 6,882.01	6/24/20	7/16/20	8/11/20 9/28/20	11/9/20	11/10/20	11/11/20	12/2/20	12/16/20	CLO	\$ 6,882.01		Executed	5.1.11.1 Changed Conditions	SCE
42	CN080	SCE Metering Revisions at 7th St	\$ 41,855.16	\$ 61,662.17	\$ 41,855.16	\$ 41,855.16	6/15/20	6/17/20	9/16/20 11/19/20	1/22/21	2/2/21	2/2/21	2/26/21	3/4/21	CLO	\$ 41,855.16		Executed	5.1.11.1 Changed Conditions	SCE
44	CN132	SCE Manhole for 6th St	\$ 59,199.57	\$ 64,986.94	\$ 62,959.87	\$ 59,199.57	11/12/20	11/16/20	11/13/20 11/16/20 11/19/20	1/19/21	1/28/21	1/29/21	2/26/21	3/4/21	CLO	\$ 59,199.57		Executed	5.1.11.2 Unforeseen Conditions	SCE
45	CN094	Arrowhead Ave SCE Line Under Sewer and Bypass	\$ 27,384.35	\$ 31,696.77	\$ 27,384.35	\$ 27,384.35	7/30/20	1/22/21	9/14/20 11/12/20 11/24/20 12/7/20	2/3/21	2/4/21	2/4/21	3/1/21	3/4/21	CLO	\$ 27,384.35		Executed	5.1.11.2 Unforeseen Conditions	SCE
46	CN082	Waterman Ave - Waterline Concrete Protection Slab	\$ 184,133.88	\$ 184,133.88	\$ 184,133.88	\$ 184,133.88	6/25/20	7/16/20	8/27/20 9/16/20 10/1/20	2/8/21	2/8/21	2/9/21	2/26/21	3/4/21	CLO	\$ 184,133.88		Executed	5.1.11.1 Changed Conditions	City of Riverside Utility
47	CN076	SCE Metering Revisions at Waterman Ave	\$ 27,248.73	\$ 33,238.09	\$ 27,248.73	\$ 27,248.73	6/24/20	7/16/20	9/14/20 11/19/20	3/4/21	3/5/21	3/5/21	3/23/21	5/28/21	CLO	\$ 27,248.73		Executed	5.1.11.1 Changed Conditions	SCE
62	CN104	E St Waterline Relocation in Track Subgrade	\$ 120,052.18	\$ 132,254.85	\$ 128,930.29	\$ 120,052.18	9/1/20	3/10/21	11/02/20 1/5/21 3/12/21	4/23/21	4/27/21	4/28/21 5/12/21	5/12/21		CLO	\$ 120,052.18		Executed	5.1.11.1 Changed Conditions	SB Municipal Water District
67	CN067	SCE Metering Pedestal Relocation at Richardson St	\$ 56,862.04	\$ 56,862.04	\$ 56,862.04	\$ 56,862.04	6/11/20	6/12/20	2/3/21	4/20/21	4/21/21	4/23/21	5/12/21	5/28/21	CLO	\$ 56,862.04		Executed	5.1.11.1 Changed Conditions	SCE
68	CN068	SCE Metering Pedestal Revisions at Stoddard Ave	\$ 23,664.29	\$ 57,698.40	\$ 23,664.29	\$ 23,664.29	6/11/20	6/12/20	9/18/20 11/19/20	4/20/21	4/21/21	4/23/21	5/12/21	5/28/21	CLO	\$ 23,664.29		Executed	5.1.11.1 Changed Conditions	SCE
69	CN143	SCE Metering Revisions at North Eureka St	\$ 14,390.00	\$ 27,117.02	\$ 27,117.02	\$ 14,390.00	12/16/20	12/23/20	1/26/21	4/20/21					CLO	\$ 14,390.00		On Hold	5.1.11.1 Changed Conditions	SCE
70	CN077	SCE Metering Revisions at West Colton Ave	\$ 31,040.13	\$ 56,240.31	\$ 31,040.13	\$ 31,040.13	6/15/20	6/17/20	8/11/20 11/19/20	4/20/21	4/21/21	4/23/21	5/12/21	5/28/21	CLO	\$ 31,040.13		Executed	5.1.11.1 Changed Conditions	SCE
72	CN072	SCE Metering Revisions at Mill St	\$ 16,758.16	\$ 32,068.74	\$ 16,758.16	\$ 16,758.16	6/11/20	6/12/20	9/15/20 10/8/20 11/19/20 01/27/21	4/20/21	4/21/21	4/23/21	5/12/21	6/1/21	CLO	\$ 16,758.16		Executed	5.1.11.1 Changed Conditions	SCE
75	CN075	Arrowhead Ave - Encase Existing Utilities	\$ 26,171.45	\$ 35,359.17	\$ 26,171.45	\$ 26,171.45	6/24/20	7/16/20	9/14/20 12/2/20 12/16/20 2/24/21	5/3/21	5/6/21	5/7/21	5/11/21		CLO	\$ 26,171.45		Executed	5.1.11.1 Changed Conditions	City of San Bernardino
78	CN078	SCE Metering Revisions at Nevada St	\$ 32,931.58	\$ 34,931.58	\$ 34,931.58	\$ 32,931.58	6/24/20	7/16/20	8/11/20	4/21/21	4/21/21	4/23/21	5/12/21	6/1/21	CLO	\$ 32,931.58		Executed	5.1.11.1 Changed Conditions	SCE
79	CN064	SCE Metering Pedestal Relocations at University St	\$ 45,000.00	\$ 50,213.65	\$ 47,762.46	\$ 45,000.00	6/9/20	6/12/20	9/14/20 11/19/20	4/20/21	4/21/21	4/23/21	5/12/21	6/1/21	CLO	\$ 45,000.00		Executed	5.1.11.1 Changed Conditions	SCE
80	CN157	SCE Metering Revisions at Orange St	\$ 7,237.29	\$ 7,237.29	\$ 7,237.29	\$ 7,237.29	1/5/21	1/7/21	2/3/21	4/27/21	4/27/21	4/27/21	5/12/21	6/1/21	CLO	\$ 7,237.29		Executed	5.1.11.1 Changed Conditions	SCE
81	CN081	SCE Metering Revisions at Church St	\$ 18,947.80	\$ 18,947.80	\$ 19,633.63	\$ 18,947.80	6/15/20	6/17/20	9/15/20 11/19/20	4/27/21	4/27/21	4/27/21	5/12/21	6/1/21	CLO	\$ 18,947.80		Executed	5.1.11.1 Changed Conditions	SCE
84	CN074	SCE Metering Revisions at Alabama St	\$ 36,500.00	\$ 43,346.56	\$ 42,436.00	\$ 36,500.00	6/24/20	7/16/20	9/14/20 11/19/20 2/8/21	4/30/21	5/7/21	5/10/21 5/11/21	5/14/21	6/1/21	CLO	\$ 36,500.00		Executed	5.1.11.1 Changed Conditions	SCE
87	CN061	Tippecanoe Station Frontier Conduit Install	\$ 20,697.85	\$ 20,697.85	\$ 23,450.35	\$ 20,697.85	5/14/20	6/17/20	10/15/20 3/25/21	5/21/21	5/25/21	5/25/21	6/15/21		CLO	\$ 20,697.85		Executed	5.1.11.3 Error & Omissions	Frontier - Verizon
93	CN090	Nevada St SCE Mainline Relocation	\$ 155,000.80	\$ 207,780.08	\$ 155,000.80	\$ 155,000.80	7/21/20	7/24/20	1/6/21 1/27/21 4/19/21	5/24/21	5/25/21	5/26/21	6/15/21		CLO	\$ 155,000.80		Executed	5.1.11.1 Changed Conditions	
99	CN111	University Frontier Conduit Installation	\$ 25,500.00	\$ 30,098.06	\$ 30,098.06	\$ 25,500.00	10/14/20	10/15/20	2/24/21	7/2/21 7/7/21	7/9/21	7/13/21			OPEN	\$ 25,500.00		Under SBCTA review	5.1.11.1 Changed Conditions	
100	CN151	Frontier Conduit at Downtown Redlands Station	\$ 21,481.71	\$ 21,481.71	\$ 21,481.71	\$ 21,481.71	1/5/21	1/7/21	4/1/21	7/6/21	7/9/21	7/13/21			OPEN	\$ 21,481.71		Under SBCTA review	5.1.11.1 Changed Conditions	Frontier - Verizon
106	CN154	Frontier Conduit at ESRI Station	\$ 4,704.00	\$ 7,274.50	\$ 7,274.50	\$ 4,704.00	1/5/21	1/7/21	3/25/21						OPEN	\$ 4,704.00		CM to issue CO	5.1.11.1 Changed Conditions	Frontier - Verizon
121	CN172	SCE Metering Revisions at Texas St	\$8,428.38	\$8,428.38	\$8,428.38	\$8,428.38	5/6/21	5/11/21	5/21/21						OPEN	\$8,428.38		CM to issue CO	5.1.11.2 Unforeseen Conditions	

Attachment: Utility Related CCO and CN To Date 7_28_2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705

Change Order Log

Date: 7/28/2021

AECOM CM																				
CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order	Time	Comments	Reason for Change	Appendix Z and HH
	CN009	3rd St Gas Relocation	\$	86,889.02	\$	55,153.82	\$	86,889.02	\$	-	9/13/19	11/14/19	3/19/20 3/21/21			OPEN		CM to review CSP In Negotiation MG-JH	5.1.11.1 Changed Conditions	
	CN140	SCE Meter at Central Ave	\$	34,399.98	\$	34,399.98					12/2/20		1/26/21			OPEN		Comments with FWI 5/12/21 In Negotiation MG-JH	5.1.11.1 Changed Conditions	
	CN156	SCE Meter at ESRI Station - Build per field conditions	\$	30,000.00												TBI		Scope change per SCE	5.1.11.1 Changed Conditions	
	CN158	SCE Metering Revisions at Tippecanoe Ave	\$	31,643.88	\$	31,643.88					1/5/21	1/7/21	1/26/21			OPEN		Comments with FWI 4/7/21 FWI returned comments 5/10/21 In Negotiation MG-JH	5.1.11.1 Changed Conditions	
	CN185	SCE Vault on Dumas St at Waterman Ave Support	\$	15,000.00												TBI		To determine scope	5.1.11.1 Changed Conditions	
	CN188	SCE Meter Revisions at Mountain View	\$	50,000.00							6/21/21	7/7/21				OPEN		FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN191	SCE Meter Revisions at E Street	\$	20,000.00												TBI		Awaiting design from SCE	5.1.11.1 Changed Conditions	
	CN202	SCE Metering Revisions Service Pedestals at Eureka St		TBD												TBI		Scope change per SCE design. Field meeting to determine scope	5.1.11.1 Changed Conditions	
	CN203	Traffic Control for SCE at Nevada St		TBD							7/23/21					OPEN		FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN213	Nevada Unforeseen Utility Conflict		\$8,000.00							7/23/21					OPEN		FWI to submit CSP	5.1.11.2 Unforeseen Conditions	
	CN216	Wyatt Property Water & Fire Lines		TBD												TBI		To determine scope	5.1.11.1 Changed Conditions	
UTILITY RELATED CCOs & CN COST				\$2,038,780.15																

SBCTA Contract No: 17-1001705

AECOM CM

Change Order Log

Date: 7/28/2021

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
01	CN001	SCRRA Permit Insurance Requirements	\$0.00	\$ -	\$ -	\$0.00	06/20/19	07/01/19	n/a	6/20/19	7/23/19	7/23/19	1/10/20	9/11/20	CLO	\$0.00	0	Amendment 1 - Issued 1-10-20 Executed	5.1.11.6 Requested by Contractor	
02	CN025	Removal of Contaminated Soil (project wide)	\$ 5,300,000.00	\$ 5,300,000.00	\$ 5,300,000.00	\$ 5,300,000.00	11/15/19	11/20/19	n/a	11/15/19	11/22/19	11/22/19	12/05/19	9/11/20	CLO	\$ 5,300,000.00		Executed	5.1.11.2 Unforeseen Conditions	Contaminated Soil
03	CN002	Damaged Railroad Signal at Arrowhead Ave.	\$ 4,394.91	\$ 4,394.91	\$ 4,394.91	\$ 4,394.91	7/18/19	10/24/19	10/24/19	1/24/20	1/28/20	1/29/20	2/19/20	9/11/20	CLO	\$ 4,394.91		Executed	5.1.11.2 Unforeseen Conditions	
04	CN014	95% Compaction for Track Subgrade	\$ 175,000.00	\$ 380,573.17	\$ 380,573.17	\$ 175,000.00	10/17/19	11/14/19	12/11/19	1/24/20	1/28/20	1/29/20	2/19/20	9/11/20	CLO	\$ 175,000.00		Executed	5.1.11.3 Error & Omissions	
05	CN038	Bid Item 15 Potholes	\$ 584,326.00	\$ 860,000.00	\$ 860,000.00	\$ 584,326.00	1/30/20	2/12/20	11/05/19	2/13/20	2/13/20	2/13/20	2/20/20	9/11/20	CLO	\$ 584,326.00		Executed	5.1.11.1 Changed Conditions	
06	CN019	E Street SWPPP Modifications	\$ 26,511.09	\$ 26,511.09	\$ 26,511.09	\$ 26,511.09	10/17/19	11/14/19	2/12/20	4/27/20	4/28/20	4/28/20	5/18/20	9/11/20	CLO	\$ 26,511.09		Executed	5.1.11.1 Changed Conditions	City of San Bernardino
07	CN026	Twin Creek Bridge Emergency Repair	\$ 35,077.95	\$ 35,077.95	\$ 35,077.95	\$ 35,077.95	12/17/19	12/19/19	2/19/20	5/1/2020	5/1/2020	5/5/20	6/16/20	9/11/20	CLO	\$ 35,077.95		Executed	5.1.11.2 Unforeseen Conditions	SBCTA
08	CN027	Upsize Casing for Pier Protection Wall CIDH	\$ 41,650.83	\$ 41,650.83	\$ 41,650.83	\$ 41,650.83	1/10/20	2/12/20	3/23/20	5/1/2020	5/1/2020	5/5/20	6/16/20	9/11/20	CLO	\$ 41,650.83		Executed	5.1.11.3 Error & Omissions	
09	CN017	Subsurface Investigation at Santa Ana River Bridge	\$ 8,923.65	\$ 8,923.65	\$ 8,923.65	\$ 8,923.65	10/17/19	11/14/19	4/6/20	5/1/2020	5/1/2020	5/5/20 6/16/20	8/3/20	9/11/20	CLO	\$ 8,923.65		Executed	5.1.11.5 Requested by SBCTA	Differing Site Condition
10	CN039	Alternate Supplier for Wayside Messaging Server	\$ 30,703.15	\$ 30,703.15	\$ 30,703.15	\$ 30,703.15	2/14/20	3/9/20	3/9/20	5/5/20	5/7/20	5/8/20	6/16/20	9/11/20	CLO	\$ 30,703.15		Executed	5.1.11.1 Changed Conditions	
11	CN040	Battery Chargers Prohibited by California Energy Commission	\$ 9,435.76	\$ 9,435.76	\$ 9,435.76	\$ 9,435.76	2/14/20	3/9/20	3/9/20	5/5/20	5/7/20	5/8/20	6/16/20	9/11/20	CLO	\$ 9,435.76		Executed	5.1.11.1 Changed Conditions	
12	CN004	Encasement of City of Riverside 36" Water Transmission Main	\$ 131,249.27	\$ 131,249.27	\$ 131,249.27	\$ 131,249.27	9/5/19	11/14/19	4/6/20	5/18/20	5/19/20	5/19/20	6/16/20	9/11/20	CLO	\$ 131,249.27		Executed	5.1.11.1 Changed Conditions	City of Riverside Utility
13	CN005	Storm Drain DS-17 Revision	\$ 3,983.65	\$ 24,340.91	\$ 24,340.91	\$ 3,983.65	9/5/19	11/14/19	11/20/19	5/7/20	5/7/20	5/19/20	6/16/20	9/11/20	CLO	\$ 3,983.65		Executed	5.1.11.3 Error & Omissions	Utility Unknow
14	CN020	Revised Signal Vault Layout at Richardson St	\$ 6,863.27	\$ 11,621.82	\$ 11,621.82	\$ 6,863.27	10/17/19	11/14/19	12/16/19	5/7/20	5/7/20	5/19/20	6/16/20	9/11/20	CLO	\$ 6,863.27		Executed	5.1.11.2 Unforeseen Conditions	Utility Unknow
15	CN041	Bid Item 532 Increase in Quantity	\$ 2,369.00	\$ 2,369.00	\$ 2,369.00	\$ 2,369.00	2/14/20	3/9/20	3/9/20	5/7/20	5/7/20	5/19/20	6/16/20	9/11/20	CLO	\$ 2,369.00		Executed	5.1.11.3 Error & Omissions	
16	CN015	Temporary Construction Easement at Mad Atom Property	\$ 36,110.15	\$ 79,974.64	\$ 79,974.64	\$ 36,110.15	10/14/19	11/14/19	12/19/19	6/25/20	6/25/20	6/25/20	8/3/20	9/11/20	CLO	\$ 36,110.15		Executed	5.1.11.1 Changed Conditions	Appen Z & HH - TCE
17	CN003	Frontier Casing Installation at Arrowhead	\$ 71,235.58	\$ 71,235.58	\$ 71,235.58	\$ 71,235.58	8/6/19	9/12/19	2/12/20	6/26/20	6/30/20	6/30/20	8/3/20	9/11/20	CLO	\$ 71,235.58		Executed	5.1.11.1 Changed Conditions	Frontier - Verizon
18	CN083	Increase Bid Item 10 Permits Allowance	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	6/25/20	7/16/20	7/16/20	7/20/20	7/23/20	7/24/20	10/5/20	10/15/20	CLO	\$ 90,000.00		Executed	5.1.11.2 Unforeseen Conditions	SBCTA
19	CN058	SCE Relocation at Arrowhead Ave	\$ 207,714.40	\$ 207,714.40	\$ 207,714.40	\$ 207,714.40	6/11/20	6/12/20	7/20/20	8/7/20 8/31/20	8/10/20 9/8/20	8/17/20 9/9/20	10/5/20	10/15/20	CLO	\$ 207,714.40		Executed	5.1.11.1 Changed Conditions	SCE
20	CN092	Removal and Disposal of Contaminated Soil	\$ 3,300,000.00	\$ 3,300,000.00	\$ 3,300,000.00	\$ 3,300,000.00	7/30/20	7/31/20	7/31/20	9/4/20	9/9/20	9/15/20	10/6/20	10/15/20	CLO	\$ 3,300,000.00		Executed	5.1.11.2 Unforeseen Conditions	Contaminated Soil
21	CN024	Confirmation of Survey Control Points	\$ 89,672.02	\$ 89,672.02	\$ 89,672.02	\$ 89,672.02	11/7/19	11/14/19	7/16/20	9/4/20	9/17/20	9/17/20	10/5/20	10/15/20	CLO	\$ 89,672.02		Executed	5.1.11.3 Error & Omissions	
22	CN048	Utility Protection Slab for Frontier at Orange Show Rd	\$ 32,867.10	\$ 32,867.10	\$ 32,867.10	\$ 32,867.10	6/15/20	6/17/20	6/1/20 7/28/20	8/28/20	9/8/20	9/17/20	10/5/20	10/15/20	CLO	\$ 32,867.10		Executed	5.1.11.1 Changed Conditions	Frontier - Verizon
23	CN057	Sewer Bypass at Arrowhead Ave & Sewer Line	\$ 26,232.96	\$ 38,231.95	\$ 38,231.95	\$ 26,232.96	6/9/20	6/12/20	7/20/20	8/28/20	9/8/20	9/17/20	10/5/20	10/15/20	CLO	\$ 26,232.96		Executed	5.1.11.1 Changed Conditions	SB Municipal Water District
24	CN052	Elimination of Earthen Ditch at Tennessee St	\$ 7,665.25	\$ 7,665.25	\$ 7,665.25	\$ 7,665.25	6/17/20	6/19/20	6/28/20	9/17/20	9/17/20	9/17/20 10/14/20	12/02/20	12/16/20	CLO	\$ 7,665.25		Executed	5.1.11.2 Unforeseen Conditions	
25	CN016	Easement at Mad Atom Property Revised TCE	\$ 4,151.63	\$ 4,151.63	\$ 4,151.63	\$ 4,151.63	12/17/19	12/19/19	6/19/20	8/28/20	9/8/20	9/18/20	11/2/20	12/3/20	CLO	\$ 4,151.63		Executed	5.1.11.1 Changed Conditions	Appen Z & HH - TCE
26	CN022	Soil Sampling and Analysis at University Station	\$ 9,845.51	\$ 9,845.51	\$ 9,845.51	\$ 9,845.51	10/24/19	11/14/19	7/31/20	8/28/20	9/8/20	9/18/20	11/02/20	12/3/20	CLO	\$ 9,845.51		Executed	5.1.11.5 Requested by SBCTA	Contaminated Soil
27	CN055	Hanging Scaffolding at Twin Creek Bridge	\$ 51,802.36	\$ 51,802.36	\$ 51,802.36	\$ 51,802.36	6/17/20	06/19/20	6/1/20	9/10/20	9/16/20	9/18/20	11/02/20	12/3/20	CLO	\$ 51,802.36		Executed	5.1.11.1 Changed Conditions	SBCTA
28	CN089	6th St SCE Mainline Relocation	\$ 119,443.92	\$ 119,443.92	\$ 119,443.92	\$ 119,443.92	7/15/20	7/23/20	8/11/20 9/30/20	9/22/20	9/25/20 9/30/20	10/2/20	12/2/20	12/16/20	CLO	\$ 119,443.92		Executed	5.1.11.1 Changed Conditions	SCE
29	CN079	Stoddard Ave - Encase Existing Gas Line	\$ 13,590.42	\$ 13,590.42	\$ 13,590.42	\$ 13,590.42	6/24/20	7/16/20	8/11/20	10/8/20	10/9/20	10/9/20	12/2/20	12/16/20	CLO	\$ 13,590.42		Executed	5.1.11.1 Changed Conditions	SCG
30	CN049	Return Walls for Station Platform	\$ 39,524.11	\$ 39,524.11	\$ 39,524.11	\$ 39,524.11	6/17/20	6/19/20	7/28/20 9/18/20	10/8/20	10/9/20	10/9/20 12/2/20	12/2/20	12/16/20	CLO	\$ 39,524.11		Executed	5.1.11.3 Error & Omissions	
31	CN069	SCE Utility Protection Slab at D St	\$ 24,956.12	\$ 24,956.12	\$ 24,956.12	\$ 24,956.12	6/11/20	6/12/20	9/15/20 10/01/20	10/9/20	10/15/20	10/16/20	12/2/20	12/16/20	CLO	\$ 24,956.12		Executed	5.1.11.1 Changed Conditions	SCE
32	CN070	SCE Utility Protection Slab at 5th St	\$ 25,254.81	\$ 25,254.81	\$ 25,254.81	\$ 25,254.81	6/11/20	6/12/20	9/15/20 10/02/20	10/22/20	10/28/20	10/29/30	12/2/20	12/16/20	CLO	\$ 25,254.81		Executed	5.1.11.1 Changed Conditions	SCE
33	CN071	SCE Metering Pedestal Revisions at S Sierra Way	\$ 1,957.71	\$ 1,957.71	\$ 1,957.71	\$ 1,957.71	6/11/20	6/12/20	8/11/20 9/28/20	10/29/30	10/30/20	10/30/20	12/2/20	12/16/20	CLO	\$ 1,957.71		Executed	5.1.11.1 Changed Conditions	SCE
34	CN107	Waterman Ave Protection Slab Precast Material	\$ 96,273.62	\$ 96,273.62	\$ 96,273.62	\$ 96,273.62	9/16/20	9/17/20 10/30/20	9/21/20	11/9/20	11/10/20	11/11/20	12/2/20	12/16/20	CLO	\$ 96,273.62		Executed	5.1.11.1 Changed Conditions	City of Riverside Utility
35	CN051	Welded Wire Mesh Fence at Lugonia Ave	\$ 11,310.13	\$ 11,310.13	\$ 11,310.13	\$ 11,310.13	6/25/20	11/18/20	7/15/20 10/30/20	11/11/20	11/16/20	11/18/20	12/9/20	12/16/20	CLO	\$ 11,310.13		Executed	5.1.11.1 Changed Conditions	
	CN056	Welded Wire Mesh Fence between Texas and Eureka	\$ 3,159.51	\$ 3,159.51	\$ 3,159.51	\$ 3,159.51	6/25/20	11/10/20	7/15/20 10/30/20						CLO	\$ 3,159.51		Executed	5.1.11.1 Changed Conditions	
36	CN073	SCE Metering Revisions at Orange Show Rd	\$ 6,882.01	\$ 6,882.01	\$ 6,882.01	\$ 6,882.01	6/24/20	7/16/20	8/11/20 9/28/20	11/9/20	11/10/20	11/11/20	12/2/20	12/16/20	CLO	\$ 6,882.01		Executed	5.1.11.1 Changed Conditions	SCE

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705

AECOM CM

Change Order Log

Date: 7/28/2021

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
37	CN084	Insulated Joint for No 14 TO at CP Redlands	\$ 9,006.27	\$ 9,006.27	\$ 9,006.27	\$ 9,006.27	6/25/20	7/16/20	9/22/20	11/11/20	11/16/20	11/18/20	12/9/20	12/16/20	CLO	\$ 9,006.27		Executed	5.1.11.7 Other - See Memo	SBCTA
38	CN029	Method of Payment for Headwalls per Metrolink Std. 6306	\$ 20,424.41	\$ 20,424.41	\$ 20,424.41	\$ 20,424.41	1/10/20	02/12/20	10/22/20	11/13/20	11/16/20	11/18/20	12/9/20	12/16/20	CLO	\$ 20,424.41		Executed	5.1.11.3 Error & Omissions	
39	CN059	Revised Grades for Colton Avenue Grade Crossing	\$ 1,800.22	\$ 1,800.22	\$ 1,800.22	\$ 1,800.22	6/17/20	06/19/20	10/15/20	12/15/20	01/06/21	01/8/21	1/25/21	1/27/21	CLO	\$ 1,800.22		Executed	5.1.11.3 Error & Omissions	
40	CN036	Downtown Redlands Metrolink Platform North Turndown Wall	\$ 33,290.41	\$ 45,097.80	\$ 33,290.41	\$ 33,290.41	2/14/20	3/19/20	3/17/20 10/22/20 11/12/20	12/15/20	01/06/21	01/8/21	1/25/21	1/27/21	CLO	\$ 33,290.41		Executed	5.1.11.1 Changed Conditions	ESRI
41	CN028	Revisions to Gage Canal Blow Off Line	\$ 18,188.39	\$ 25,329.78	\$ 25,329.78	\$ 18,188.39	6/9/20	6/12/20	6/28/20 9/14/20 10/22/20 11/19/20	1/20/21	1/28/21	1/29/21	2/26/21	3/4/21	CLO	\$ 18,188.39		Executed	5.1.11.1 Changed Conditions	City of Riverside Utility
42	CN080	SCE Metering Revisions at 7th St	\$ 41,855.16	\$ 61,662.17	\$ 41,855.16	\$ 41,855.16	6/15/20	6/17/20	9/16/20 11/19/20	1/22/21	2/2/21	2/2/21	2/26/21	3/4/21	CLO	\$ 41,855.16		Executed	5.1.11.1 Changed Conditions	SCE
43	CN123	E St ADA Grading Revisions	\$ 4,083.49	\$ 4,083.49	\$ 4,083.49	\$ 4,083.49	10/14/20	10/15/20	11/13/20	12/15/20	01/06/21	01/8/21	1/25/21	1/27/21	CLO	\$ 4,083.49		Executed	5.1.11.2 Unforeseen Conditions	
44	CN132	SCE Manhole for 6th St	\$ 59,199.57	\$ 64,986.94	\$ 62,959.87	\$ 59,199.57	11/12/20	11/16/20	11/13/20 11/16/20 11/19/20	1/19/21	1/28/21	1/29/21	2/26/21	3/4/21	CLO	\$ 59,199.57		Executed	5.1.11.2 Unforeseen Conditions	SCE
45	CN094	Arrowhead Ave SCE Line Under Sewer and Bypass	\$ 27,384.35	\$ 31,696.77	\$ 27,384.35	\$ 27,384.35	7/30/20	1/22/21	9/14/20 11/12/20 11/24/20 12/7/20	2/3/21	2/4/21	2/4/21	3/1/21	3/4/21	CLO	\$ 27,384.35		Executed	5.1.11.2 Unforeseen Conditions	SCE
46	CN082	Waterman Ave - Waterline Concrete Protection Slab	\$ 184,133.88	\$ 184,133.88	\$ 184,133.88	\$ 184,133.88	6/25/20	7/16/20	8/27/20 9/16/20 10/1/20	2/8/21	2/8/21	2/9/21	2/26/21	3/4/21	CLO	\$ 184,133.88		Executed	5.1.11.1 Changed Conditions	City of Riverside Utility
47	CN076	SCE Metering Revisions at Waterman Ave	\$ 27,248.73	\$ 33,238.09	\$ 27,248.73	\$ 27,248.73	6/24/20	7/16/20	9/14/20 11/19/20	3/4/21	3/5/21	3/5/21	3/23/21	5/28/21	CLO	\$ 27,248.73		Executed	5.1.11.1 Changed Conditions	SCE
48	CN023	Soil Sampling and Analysis for Front 3	\$ 9,359.49	\$ 8,660.01	\$ 9,359.49	\$ 9,359.49	10/24/19	11/14/19	09/15/20 1/13/21	3/4/21	3/5/21	3/5/21	3/23/21	5/28/21	CLO	\$ 9,359.49		Executed	5.1.11.2 Unforeseen Conditions	Contaminated Soil
49	CN116	Arrowhead Ave - Driveway concrete placement (hi-early and premium time)	\$ 4,408.05	\$ 6,244.83	\$ 4,408.05	\$ 4,408.05	10/14/20	10/15/20	1/13/21 1/27/21	3/4/21	3/5/21	3/5/21	3/23/21	5/28/21	CLO	\$ 4,408.05		Executed	5.1.11.1 Changed Conditions	City of San Bernardino
50	CN103	Cooley Ave to Spur 3 Fencing Revisions	\$ 33,704.20	\$ 33,704.20	\$ 33,704.20	\$ 33,704.20	9/1/20	9/8/20	1/7/21	3/4/21	3/5/21	3/5/21	3/23/21	5/28/21	CLO	\$ 33,704.20		Executed	5.1.11.1 Changed Conditions	
51	CN124	E St Signal Vault 98+36 - extension ring	\$ 3,090.07	\$ 3,090.07	\$ 3,090.07	\$ 3,090.07	10/14/20	10/15/20	1/13/21	3/4/21	3/5/21	3/5/21	3/22/21	5/28/21	CLO	\$ 3,090.07		Executed	5.1.11.2 Unforeseen Conditions	
52	CN044	City of Redlands Water Service for Stations	\$ 34,040.49	\$ 34,040.49	\$ 34,040.49	\$ 34,040.49	6/11/20	6/12/20	1/15/21	2/26/21	3/5/21	3/5/21	3/22/21	5/28/21	CLO	\$ 34,040.49		Executed	5.1.11.1 Changed Conditions	City of Redlands Water Lines
53	CN053	Temporary Tracks at Mountain View Ave	\$ 64,034.97	\$ 75,689.59	\$ 75,689.59	\$ 64,034.97	6/17/20	6/19/20	9/18/20	2/26/21	3/5/21	3/5/21	3/22/21	5/28/21	CLO	\$ 64,034.97		Executed	5.1.11.1 Changed Conditions	Appen Z & HH - TCE
54	CN096 R1	Operator Change Additional Engineering Costs	\$ 453,945.69	\$ 551,649.44	\$ 453,945.69	\$ 453,945.69	7/30/20	2/24/21	10/22/20 2/8/21	3/8/21	3/11/21	3/11/21	3/22/21	5/28/21	CLO	\$ 453,945.69		Executed	5.1.11.7 Other - See Memo	SBCTA
55	CN101	Replace Drivable Grass with RipRap	\$ 483,544.88	\$ 656,919.58	\$ 483,544.88	\$ 483,544.88	9/4/20	3/10/21	11/17/20 2/8/21	3/16/21	3/18/21	3/19/21	5/5/21	5/28/21	CLO	\$ 483,544.88		Executed	5.1.11.7 Other - See Memo	
56	CN117	Increase Quantity BI 265 Furnish and Install Communication Ductbank (6-2")	\$ 132,975.00	\$ 132,975.00	\$ 132,975.00	\$ 132,975.00	10/14/20	10/15/20	10/30/20	3/5/21	3/5/21	3/5/21	3/23/21	5/28/21	CLO	\$ 132,975.00		Executed	5.1.11.3 Error & Omissions	
57	CN109	Replace Switch Block Ties for Spur 2	\$ 11,028.03	\$ 11,241.93	\$ 11,028.03	\$ 11,028.03	9/23/20	9/30/20	1/15/21 2/3/21	3/16/21	3/18/21	3/19/21	5/5/21	5/28/21	CLO	\$ 11,028.03		Executed	5.1.11.2 Unforeseen Conditions	SBCTA
58	CN112	Sta 266+00 Abandoned Drainage Structure	\$ 4,411.52	\$ 5,437.83	\$ 5,437.83	\$ 4,411.52	10/06/20	10/30/20	1/20/21	3/16/21	3/18/21	3/19/21	5/5/21	5/28/21	CLO	\$ 4,411.52		Executed	5.1.11.2 Unforeseen Conditions	Utility Unknown
59	CN035	Field Investigation to Locate City of Riverside Blow Off Line	\$ 3,405.64	\$ 4,566.13	\$ 4,566.13	\$ 3,405.64	2/14/20	2/19/20	10/15/20 2/3/21	3/16/21	3/18/21	3/19/21	5/5/21	5/28/21	CLO	\$ 3,405.64		Executed	5.1.11.2 Unforeseen Conditions	City of Riverside Utility
60	CN118	Increase Quantity BI 270 4' x 4' x 4' Splice Vault	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	10/14/20	10/15/20	10/30/20	3/16/21	3/18/21	3/19/21	5/5/21	5/28/21	CLO	\$ 15,000.00		Executed	5.1.11.3 Error & Omissions	
61	CN119	Increase Quantity BI 271 Communication Pull Box	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	10/14/20	10/15/20	10/30/20	3/18/21	4/2/21	4/5/21 4/9/21	5/5/21	5/28/21	CLO	\$ 10,000.00		Executed	5.1.11.3 Error & Omissions	
62	CN104	E St Waterline Relocation in Track Subgrade	\$ 120,052.18	\$ 132,254.85	\$ 128,930.29	\$ 120,052.18	9/1/20	3/10/21	11/02/20 1/5/21 3/12/21	4/23/21	4/27/21	4/28/21 5/12/21	5/12/21		CLO	\$ 120,052.18		Executed	5.1.11.1 Changed Conditions	SB Municipal Water District
63	CN145	Mitten Building Roof Drain Erosion Protection	\$ 1,953.99	\$ 1,953.99	\$ 1,953.99	\$ 1,953.99	12/16/20	12/23/20	1/27/21	3/18/21	4/2/21	4/5/21	5/5/21	5/28/21	CLO	\$ 1,953.99		Executed	5.1.11.2 Unforeseen Conditions	
64	CN163	DS-16 Repair Work (IVDA Damage)	\$ 9,843.25	\$ 9,843.25	\$ 9,843.25	\$ 9,843.25	2/2/21	4/2/21	2/12/21	3/18/21	4/2/21	4/5/21	5/5/21	5/28/21	CLO	\$ 9,843.25		Executed	5.1.11.2 Unforeseen Conditions	IVDA
65	CN091	SART Trail Revisions	\$ 130,126.36	\$ 153,699.41	\$ 153,699.41	\$ 130,126.36	7/30/20	4/1/21	9/9/20 3/12/21	6/21/21	7/7/21	7/7/21			OPEN	\$ 130,126.36		Under SBCTA review	5.1.11.5 Requested by SBCTA	SBCTA
66	CN147	Anchor Bolt Inspection for Existing Light Foundation	\$952.90	\$ 952.90	\$952.90	\$952.90	12/16/20	12/23/20	1/20/21						OPEN	\$952.90		CM to issue CO	5.1.11.2 Unforeseen Conditions	SBCTA
67	CN067	SCE Metering Pedestal Relocation at Richardson St	\$ 56,862.04	\$ 56,862.04	\$ 56,862.04	\$ 56,862.04	6/11/20	6/12/20	2/3/21	4/20/21	4/21/21	4/23/21	5/12/21	5/28/21	CLO	\$ 56,862.04		Executed	5.1.11.1 Changed Conditions	SCE
68	CN068	SCE Metering Pedestal Revisions at Stoddard Ave	\$ 23,664.29	\$ 57,698.40	\$ 23,664.29	\$ 23,664.29	6/11/20	6/12/20	9/18/20 11/19/20	4/20/21	4/21/21	4/23/21	5/12/21	5/28/21	CLO	\$ 23,664.29		Executed	5.1.11.1 Changed Conditions	SCE
69	CN143	SCE Metering Revisions at North Eureka St	\$ 14,390.00	\$ 27,117.02	\$ 27,117.02	\$ 14,390.00	12/16/20	12/23/20	1/26/21	4/20/21					CLO	\$ 14,390.00		On Hold	5.1.11.1 Changed Conditions	SCE
70	CN077	SCE Metering Revisions at West Colton Ave	\$ 31,040.13	\$ 56,240.31	\$ 31,040.13	\$ 31,040.13	6/15/20	6/17/20	8/11/20 11/19/20	4/20/21	4/21/21	4/23/21	5/12/21	5/28/21	CLO	\$ 31,040.13		Executed	5.1.11.1 Changed Conditions	SCE

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705

Change Order Log

Date: 7/28/2021

AECOM CM

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
71	CN093	Mill St Traffic Incident 6-1-20	\$ 48,973.29	\$ 48,973.29	\$ 48,973.29	\$ 48,973.29	7/30/20	4/2/21	2/8/21	5/3/21	5/6/21	5/7/21	5/12/21	5/28/21	CLO	\$ 48,973.29		Executed	5.1.11.2 Unforeseen Conditions	
72	CN072	SCE Metering Revisions at Mill St	\$ 16,758.16	\$ 32,068.74	\$ 16,758.16	\$ 16,758.16	6/11/20	6/12/20	9/15/20 10/8/20 11/19/20 01/27/21	4/20/21	4/21/21	4/23/21	5/12/21	6/1/21	CLO	\$ 16,758.16		Executed	5.1.11.1 Changed Conditions	SCE
73	CN062	Headblock Ties for No 14 Turnout at CP Redlands	\$ 7,000.00	\$ 11,700.45	\$ 7,790.61	\$ 7,000.00	5/14/20	5/19/20	6/19/20 2/19/21	5/3/21	5/6/21	5/7/21	5/12/21	6/1/21	CLO	\$ 7,000.00		Executed	5.1.11.2 Unforeseen Conditions	Differing Site Condition
74	CN155	University Parking Lot Drainage Revision	\$ 22,811.14	\$ 22,811.14	\$ 22,811.14	\$ 22,811.14	1/5/21	1/7/21	3/16/21	4/28/21	5/7/21	5/7/21	5/12/21	6/1/21	CLO	\$ 22,811.14		Executed	5.1.11.1 Changed Conditions	City of Redlands
75	CN075	Arrowhead Ave - Encase Existing Utilities	\$ 26,171.45	\$ 35,359.17	\$ 26,171.45	\$ 26,171.45	6/24/20	7/16/20	9/14/20 12/2/20 12/16/20 2/24/21	5/3/21	5/6/21	5/7/21	5/11/21		CLO	\$ 26,171.45		Executed	5.1.11.1 Changed Conditions	City of San Bernardino
76	CN139	ESRI Station Canopy Overhang Support	\$ 5,651.41	\$ 5,651.41	\$ 5,651.41	\$ 5,651.41	11/13/20	11/16/20	2/3/21	5/12/21	5/13/21	5/14/21	6/15/21		CLO	\$ 5,651.41		Executed	5.1.11.3 Error & Omissions	ESRI
77	CN159	UD 29-2 Cleanout Conflict with No 14 Turnout	\$ 2,484.74	\$ 2,484.74	\$ 2,484.74	\$ 2,484.74	2/2/21	4/2/21	2/26/21	5/12/21	5/13/21	5/14/21	6/15/21		CLO	\$ 2,484.74		Executed	5.1.11.3 Error & Omissions	
78	CN078	SCE Metering Revisions at Nevada St	\$ 32,931.58	\$ 34,931.58	\$ 34,931.58	\$ 32,931.58	6/24/20	7/16/20	8/11/20	4/21/21	4/21/21	4/23/21	5/12/21	6/1/21	CLO	\$ 32,931.58		Executed	5.1.11.1 Changed Conditions	SCE
79	CN064	SCE Metering Pedestal Relocations at University St	\$ 45,000.00	\$ 50,213.65	\$ 47,762.46	\$ 45,000.00	6/9/20	6/12/20	9/14/20 11/19/20	4/20/21	4/21/21	4/23/21	5/12/21	6/1/21	CLO	\$ 45,000.00		Executed	5.1.11.1 Changed Conditions	SCE
80	CN157	SCE Metering Revisions at Orange St	\$ 7,237.29	\$ 7,237.29	\$ 7,237.29	\$ 7,237.29	1/5/21	1/7/21	2/3/21	4/27/21	4/27/21	4/27/21	5/12/21	6/1/21	CLO	\$ 7,237.29		Executed	5.1.11.1 Changed Conditions	SCE
81	CN081	SCE Metering Revisions at Church St	\$ 18,947.80	\$ 18,947.80	\$ 19,633.63	\$ 18,947.80	6/15/20	6/17/20	9/15/20 11/19/20	4/27/21	4/27/21	4/27/21	5/12/21	6/1/21	CLO	\$ 18,947.80		Executed	5.1.11.1 Changed Conditions	SCE
82	CN110	Riprap adjacent to DS-12	\$ 104,105.01	\$ 178,426.41	\$ 104,105.00	\$ 104,105.01	9/23/20	9/30/20	2/3/21	5/20/21	5/21/21	5/21/21	6/15/21		CLO	\$ 104,105.01		Executed	5.1.11.2 Unforeseen Conditions	
83	CN042	Revised Signal WCNSS Plans (DC0747)	\$ 75,000.00	\$ 90,552.44	\$ 78,403.36	\$ 75,000.00	4/24/20	6/12/20	1/15/21 3/12/21	5/13/21	5/18/21	5/19/21	6/15/21		CLO	\$ 75,000.00		Executed	5.1.11.4 Scope Change	SCRRA
84	CN074	SCE Metering Revisions at Alabama St	\$ 36,500.00	\$ 43,346.56	\$ 42,436.00	\$ 36,500.00	6/24/20	7/16/20	9/14/20 11/19/20 2/8/21	4/30/21	5/7/21	5/10/21 5/11/21	5/14/21	6/1/21	CLO	\$ 36,500.00		Executed	5.1.11.1 Changed Conditions	SCE
85	CN129	SBTC Parking Lot Mods	\$ 99,000.00	\$ 108,518.35	\$ 108,518.35	\$ 99,000.00	11/12/20	11/16/20	2/23/21	5/3/21	5/6/21	5/11/21	5/14/21	6/1/21	CLO	\$ 99,000.00		Executed	5.1.11.1 Changed Conditions	SCRRA
86	CN086	Warm Creek Channel Handrail Revisions	\$ 14,000.00	\$ 16,410.43	\$ 16,410.43	\$ 14,000.00	7/15/20	7/23/20	10/30/20	5/21/21	5/25/21	5/25/21	6/15/21		CLO	\$ 14,000.00		Executed	5.1.11.1 Changed Conditions	
87	CN061	Tippecanoe Station Frontier Conduit Install	\$ 20,697.85	\$ 20,697.85	\$ 23,450.35	\$ 20,697.85	5/14/20	6/17/20	10/15/20 3/25/21	5/21/21	5/25/21	5/25/21	6/15/21		CLO	\$ 20,697.85		Executed	5.1.11.3 Error & Omissions	Frontier - Verizon
88	CN106	University St Driveway at Apartments	\$ 14,000.00	\$ 18,928.82	\$ 17,297.98	\$ 14,000.00	10/06/20	10/30/20	1/15/21 2/19/21	5/21/21	5/25/21	5/25/21	6/15/21		CLO	\$ 14,000.00		Executed	5.1.11.2 Unforeseen Conditions	SBCTA
89	CN128	Historic Warm Creek Bridge Block Wall	\$ 13,500.00	\$ 29,269.82	\$ 14,262.16	\$ 13,500.00	11/4/20	11/18/20	2/3/21 2/22/21	5/20/21	5/21/21	5/21/21	6/15/21		CLO	\$ 13,500.00		Executed	5.1.11.3 Error & Omissions	
90	CN046	DS-24 Catch Basin Modification	\$ 3,700.00	\$ 5,430.53	\$ 4,307.94	\$ 3,700.00	6/15/20	6/17/20	10/1/20 2/3/21	5/20/21	5/21/21	5/21/21	6/15/21		CLO	\$ 3,700.00		Executed	5.1.11.1 Changed Conditions	
91	CN120	Increase Quantity BI 434 Relay 115# CWR, New Wood Ties	\$ 12,233.76	\$ 14,152.57	\$ 14,152.57	\$ 12,233.76	11/4/20	5/13/21	2/3/21	7/2/21	7/9/21	7/13/21			OPEN	\$ 12,233.76		Under SBCTA review	5.1.11.3 Error & Omissions	
92	CN099	Arrowhead Ave Additional Grind and Overlay	\$ 62,924.95	\$ 62,924.95	\$ 62,924.95		9/1/20	9/8/20	10/15/20 10/28/20						OPEN			In Negotiation	5.1.11.7 Other - See Memo	
93	CN090	Nevada St SCE Mainline Relocation	\$ 155,000.80	\$ 207,780.08	\$ 155,000.80	\$ 155,000.80	7/21/20	7/24/20	1/6/21 1/27/21 4/19/21	5/24/21	5/25/21	5/26/21	6/15/21		CLO	\$ 155,000.80		Executed	5.1.11.1 Changed Conditions	
94	CN097	Gage Canal Floodwall Revisions	\$ 95,000.00	\$ 117,305.07	\$ 117,590.62	\$ 95,000.00	9/1/20	9/8/20	1/18/21 2/3/21	5/25/21	5/25/21	6/8/21	6/15/21		CLO	\$ 95,000.00		Executed	5.1.11.1 Changed Conditions	
95	CN133	SARB Utility Hanger	\$ 110,000.00	\$ 119,704.15	\$ 119,704.15	\$ 110,000.00	11/20/20	5/13/21	2/22/21	6/1/21	6/4/21	6/7/21	6/15/21		CLO	\$ 110,000.00		Executed	5.1.11.3 Error & Omissions	
96	CN150	SBTC Platform Conduit Reconstruction Revisions	\$ 60,000.00	\$ 69,090.34	\$ 69,090.34	\$ 60,000.00	12/16/20	12/23/20	2/22/21	6/1/21	6/4/21	6/7/21	6/15/21		CLO	\$ 60,000.00		Executed	5.1.11.2 Unforeseen Conditions	
97	CN102	University of Redlands Station Revisions	\$ 50,000.00	\$ 54,938.63	\$ 54,938.63	\$ 50,000.00	9/1/20	9/8/20	3/25/21	7/2/21	7/9/21	7/13/21			OPEN	\$ 50,000.00		Under SBCTA review	5.1.11.1 Changed Conditions	
98	CN177	Tennessee St Waterline Break and Repair and Inefficiency Work	\$ 46,993.58	\$ 46,993.58	\$ 46,993.58	\$ 46,993.58	4/9/21	4/16/21							OPEN	\$ 46,993.58		CM to issue CO	5.1.11.2 Unforeseen Conditions	
99	CN111	University Frontier Conduit Installation	\$ 25,500.00	\$ 30,098.06	\$ 30,098.06	\$ 25,500.00	10/14/20	10/15/20	2/24/21	7/2/21 7/7/21	7/9/21	7/13/21			OPEN	\$ 25,500.00		Under SBCTA review	5.1.11.1 Changed Conditions	
100	CN151	Frontier Conduit at Downtown Redlands Station	\$ 21,481.71	\$ 21,481.71	\$ 21,481.71	\$ 21,481.71	1/5/21	1/7/21	4/1/21	7/6/21	7/9/21	7/13/21			OPEN	\$ 21,481.71		Under SBCTA review	5.1.11.1 Changed Conditions	Frontier - Verizon
101	CN135	SCRRA Parking Lot Blow-off Relocation	\$ 18,583.15	\$ 19,597.18	\$ 18,583.15	\$ 18,583.15	12/1/20	5/13/21	1/20/21 4/26/21						OPEN	\$ 18,583.15		CM to issue CO	5.1.11.1 Changed Conditions	
102	CN162	Twin Creek Bridge Guardrail (115RE)	\$ 11,170.00	\$ 12,454.43	\$ 12,454.43	\$ 11,170.00	2/2/21	5/13/21	2/19/21						OPEN	\$ 11,170.00		CM to issue CO	5.1.11.3 Error & Omissions	
103	CN149	Arrowhead Ave Street Light Adjustment	\$ 11,000.00	\$ 11,438.58	\$ 13,181.36	\$ 11,000.00	1/5/21	1/7/21	1/7/2021						OPEN	\$ 11,000.00		CM to issue CO	5.1.11.2 Unforeseen Conditions	

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705

Change Order Log

Date: 7/28/2021

AECOM CM

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
104	CN122	Traffic Signal Pole Revisions at California	\$ 7,777.25	\$ 3,537.46	\$ 7,777.25	\$ 7,777.25	10/14/20	10/15/20	2/19/21 2/25/21 4/28/21						OPEN	\$ 7,777.25		CM to issue CO	5.1.11.1 Changed Conditions	
105	CN012	Modifications to Gravity Walls (To be Revised)	\$ 9,075.40	\$ 1,065.39	\$ 9,075.40	\$ 9,075.40	6/9/20	4/2/21	8/11/20 2/3/21						OPEN	\$ 9,075.40		CM to issue CO	5.1.11.4 Scope Change	
106	CN154	Frontier Conduit at ESRI Station	\$ 4,704.00	\$ 7,274.50	\$ 7,274.50	\$ 4,704.00	1/5/21	1/7/21	3/25/21						OPEN	\$ 4,704.00		CM to issue CO	5.1.11.1 Changed Conditions	Frontier - Verizon
107	CN100	SBFCD Closed Maint Xing at Twin Creek Channel	\$ (13,563.54)	\$ (9,862.23)	\$ (9,862.23)	\$ (13,563.54)	9/1/20	9/8/20	1/7/21 2/12/21						OPEN	\$ (13,563.54)		CM to issue CO	5.1.11.1 Changed Conditions	
108	CN108	University St Street Light Elimination	\$ (7,026.69)	\$ (5,364.24)	\$ (7,026.60)	\$ (7,026.69)	9/16/20	5/13/21	1/15/21 4/14/21						OPEN	\$ (7,026.69)		CM to issue CO	5.1.11.1 Changed Conditions	
109	CN126	Gravity Wall at Mountain View	\$ (2,710.50)	\$0.00	\$0.00	\$ (2,710.50)	11/4/20	11/18/20	1/5/21						OPEN	\$ (2,710.50)		CM to issue CO	5.1.11.1 Changed Conditions	
110	CN169	Bryn Mawr Guard Panel	\$ 12,000.00	\$ 13,820.13		\$ 12,000.00	3/22/21		4/26/21						OPEN	\$ 12,000.00		CM to issue CO	5.1.11.3 Error & Omissions	
111	CN174	ESRI Station Water tie-in Relocation (City of Redlands)	\$ 10,000.00	\$ 10,724.20		\$ 10,000.00	4/9/21	4/16/21	4/21/21						OPEN	\$ 10,000.00		CM to issue CO	5.1.11.1 Changed Conditions	
112	CN063	Left Hand Switch for No. 10 Crossover at CP Stuart	\$8,000.00	\$0.00	\$10,866.50	\$ 8,000.00	5/14/20	5/19/20	8/7/20 3/25/21						OPEN	\$ 8,000.00		CM to issue CO	5.1.11.3 Error & Omissions	
113	CN153	Signal House Battery Charging	\$30,309.27	\$30,309.27	\$30,309.27	\$ 30,309.27	1/5/21	1/7/21	5/21/21	7/2/21	7/9/21	7/13/21			OPEN	\$ 30,309.27		Under SBCTA review	5.1.11.1 Changed Conditions	
114	CN166	CP Redlands Signal House Fence Damage (MOW Unforeseen)	\$ 9,197.40	\$ 9,197.40	\$ 9,197.40	\$ 9,197.40	4/9/21	4/16/21	4/19/21						OPEN	\$ 9,197.40		CM to issue CO	5.1.11.2 Unforeseen Conditions	
115	CN170	SARB Flex Conduit Metal Shield	\$ 3,752.49	\$ 3,752.49	\$ 3,752.49	\$ 3,752.49	4/9/21	4/16/21	5/11/21						OPEN	\$ 3,752.49		CM to issue CO	5.1.11.7 Other - See Memo	
116	CN065	DSM substitution for Jet Grouting at SARB	\$ (101,603.00)	\$ (101,603.00)	\$ (101,603.00)	\$ (101,603.00)	6/9/20	6/12/20	9/18/20						OPEN	\$ (101,603.00)		CM to issue CO	5.1.11.1 Changed Conditions	
117	n/a	Recon CCO 01	\$ 98,066.41	\$ 98,066.41	\$ 98,066.41	\$ 98,066.41				7/23/21					OPEN	\$ 98,066.41		CM to issue CO	5.1.11.7 Other - See Memo	
118	CN183	Orange St Drainage Revisions	\$ 49,493.43	\$ 49,493.43	\$ 49,493.43	\$ 49,493.43	5/6/21	5/11/21	6/9/21	7/8/21	7/13/21	7/13/21			OPEN	\$ 49,493.43		Under SBCTA review	5.1.11.1 Changed Conditions	
119	CN144	Leaving Signal 60.24 Repair (plane accident)	\$ 31,276.01	\$ 40,356.72	\$ 31,276.01	\$ 31,276.01	12/10/20	12/23/20	1/26/21 3/25/21 5/28/21						OPEN	\$ 31,276.01		CM to issue CO	5.1.11.2 Unforeseen Conditions	
120	CN148	Sierra Way Street Light Revisions	\$ 23,000.00	\$ 32,642.60	\$ 29,680.71	\$ 23,000.00	1/12/21	4/2/21	1/26/21 4/26/21						OPEN	\$ 23,000.00		CM to issue CO	5.1.11.2 Unforeseen Conditions	
121	CN172	SCE Metering Revisions at Texas St	\$8,428.38	\$8,428.38	\$8,428.38	\$8,428.38	5/6/21	5/11/21	5/21/21						OPEN	\$8,428.38		CM to issue CO	5.1.11.2 Unforeseen Conditions	
	CN007	Delete City of San Bernardino Utilities Work at E Street	0.00	\$ -	\$ -	\$0.00	9/13/19	11/14/19							OPEN	\$0.00		CM to issue CO	5.1.11.7 Other - See Memo	
	CN008	Impacts Due to Appendix Z and HH Update	\$ 214,935.52	\$ 214,935.52	\$ -	\$ -	9/13/19	11/14/19	4/1/21						OPEN			CM to review CSP In Negotiation MG-JH	5.1.11.6 Requested by Contractor	
	CN009	3rd St Gas Relocation	\$ 86,889.02	\$ 55,153.82	\$ 86,889.02	\$ -	9/13/19	11/14/19	3/19/20 3/21/21						OPEN			CM to review CSP In Negotiation MG-JH	5.1.11.1 Changed Conditions	
	CN010	Historic Structures Protection	0.00	\$ -	\$ -	\$0.00	9/19/19	11/14/19							OPEN	\$0.00		CM to issue CO	5.1.11.4 Scope Change	
	CN011	Charter Fiber Optic at Mountain View DS-16	0.00	\$ -	\$ -	\$ -	9/20/19	11/14/19							CLO			Rescinded Paid under BIAA 16.005	5.1.11.2 Unforeseen Conditions	
	CN013	CPUC Ped Treatments Central, Richardson, and Nevada	0.00	\$ -	\$ -	\$0.00	9/20/19	11/14/19							OPEN	\$0.00		CM to issue CO	5.1.11.7 Other - See Memo	
	CN018	Updated Downtown Redlands Station Plans	0.00	\$ -	\$ -	\$0.00	10/14/19	11/14/19							CLO	\$0.00		Rescinded	5.1.11.7 Other - See Memo	
	CN021	Additional Potholing at Waterman Ave for City of Riverside 36" C.I. Water Line	0.00	\$ -	\$ -	0.00	10/14/19	11/14/19	1/22/20						CLO			Rescinded	5.1.11.5 Requested by SBCTA	
	CN030	Potholing for City of Riverside Water Line at Waterman Ave	0.00	\$ -	\$ -	0.00	12/17/19	12/19/19	1/22/20						CLO			Rescinded	5.1.11.5 Requested by SBCTA	
	CN031	Modification to Storm Drain Laterals at Waterman Avenue	0.00	\$ 815.12	\$ 815.12	0.00	1/10/20 6/17/20		8/27/20						OPEN	\$0.00		CM to issue CO	5.1.11.2 Unforeseen Conditions	
	CN032	Updated Downtown Redlands Station Platform Grading	0.00	\$ -	\$ -	\$0.00	12/17/19	12/19/19	12/19/19						OPEN	\$0.00		CM to issue CO	5.1.11.3 Error & Omissions	
	CN033	Revised Storm Drain DS-22 Drawings	0.00	\$ -	\$ -	\$0.00	2/14/20	3/9/20	3/9/20						OPEN	\$0.00		CM to issue CO	5.1.11.1 Changed Conditions	
	CN034	NOT USED	0.00	\$ -	\$ -	\$ -									CLO			NOT USED		
	CN037	Scope Reduction at ESRI (New York) Station	\$ (900,000.00)	\$ (584,404.23)	\$ -	\$ -	6/11/20	4/2/21	4/1/21						OPEN			CM to review CSP Meeting on 6/18 to discuss Finalizing Negotiation	5.1.11.1 Changed Conditions	
	CN043	Communications Design Changes	0.00				6/11/20	6/12/20							CLO			Rescinded	5.1.11.3 Error & Omissions	
	CN045	Increase Quantity for Bid Item 115 Straight Headwall (Caltrans Std. Plan RSP D89)	Recon CCO 01	\$ 188,695.30			6/11/20	6/12/20	2/3/21						OPEN			CM to review FWI proposal In Negotiation - MG-JH	5.1.11.1 Changed Conditions	

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705

Change Order Log

Date: 7/28/2021

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
	CN047	Updated Downtown Redlands Station Plans 02	\$ (54,295.97)	\$ (22,098.32)			7/15/20	7/23/2020	5/11/21						OPEN			Comments with FWI 6/1/21 In Negotiation Finalizing Negotiation	5.1.11.4 Scope Change	
	CN050	Tippecanoe Station Elevation Changes	0.00												CLO			CM to issue CN 186 for his change	5.1.11.1 Changed Conditions	
	CN054	NOT USED	0.00												CLO			NOT USED	5.1.11.2 Unforeseen Conditions	
	CN060	NOT USED	0.00												CLO			NOT USED		
	CN066	HWC MSE Wall Revisions	\$ 21,507.50	\$ 21,507.50	\$ 21,507.50		6/9/20	6/12/20	10/23/20						OPEN			CM to review CSP In Negotiation MG-JH	5.1.11.3 Error & Omissions	
	CN085	Tennessee St Irrigation Meter and Backflow Relocation	0.00	\$ 133,144.67	\$ 99,406.77		7/13/20	7/23/20	1/15/21 4/28/21						CLO			Comments with FWI 4/6/21 Track Work at FA	5.1.11.1 Changed Conditions	
	CN085R 1	Tennessee St Irrigation Meter and Backflow Relocation	\$ 80,000.00				6/16/21								OPEN			Track Work at FA	5.1.11.1 Changed Conditions	
	CN087	Orange St Paving Revisions	\$ 9,695.83	\$ 12,067.77	\$ 9,695.83		7/15/20		9/18/20 11/09/20 11/10/20						OPEN			Comments with FWI 11/13/20 In Negotiation	5.1.11.2 Unforeseen Conditions	
	CN088	Gage Canal Water Well Temporary Power	\$ 538.80	\$ 538.80	\$ 538.80		7/21/20	7/24/20	9/28/20						OPEN			To be Rescinded and paid under BIAA.	5.1.11.1 Changed Conditions	
	CN095	University of Redlands Station Revisions	\$ 40,000.00	\$ 50,344.01	\$ 50,344.01		7/30/20	4/2/21	3/18/21						OPEN			Comments with FWI 4/16/21 CM reviewing CSP In Negotiation - MG-JH	5.1.11.1 Changed Conditions	
	CN098	Central Ave Wrought Iron Fence at Flower Shop (NOT USED)	0.00												CLO			NOT USED		
	CN105	Communication Revisions Comm Trench Revisions (BOM)	\$ 487,821.02	\$ 487,821.02			3/22/21								OPEN			CM to review CSP Under review for material changes	5.1.11.1 Changed Conditions	
	CN113	Ford Wholesale Driveway Traffic Loops Waterman Ave Traffic Loops	\$ 58,522.21	\$ 58,522.21			10/06/20	10/30/20	4/12/21						OPEN			Comments with FWI 5/27/21 In Negotiation MG-JH	5.1.11.1 Changed Conditions	
	CN114	Arrowhead Ave Signal House Enviroblock Wall	\$0.00	\$ 43,117.80			11/4/20		2/3/21						CLO			Rescinded	5.1.11.3 Error & Omissions	
	CN115	Tippecanoe Station Point of Connection for Water Meter	\$0.00	\$14,591.42		\$0.00	11/12/20	11/16/20	3/30/21						OPEN	\$0.00		CM to issue CO	5.1.11.1 Changed Conditions	
	CN121	Temporary AC Sidewalk Patches at California	\$0.00	\$ 13,063.57			10/14/20	10/15/20	12/16/20						CLO			Rescinded	5.1.11.1 Changed Conditions	
	CN125	Gravity Wall at Gage Canal Signal House	\$0.00	\$0.00	\$0.00	\$0.00	10/14/20	10/15/20	1/5/21						OPEN	\$0.00		CM to issue CO	5.1.11.3 Error & Omissions	
	CN127	Orange Show Street Light Connection	\$0.00	\$0.00	\$0.00	\$0.00	10/14/20	10/15/20	1/15/21						OPEN	\$0.00		CM to issue CO	5.1.11.1 Changed Conditions	
	CN130	Eureka St Tie in (Waterline & Gate)	\$0.00												CLO			In a state of flux due to ESRI building some and FWI performing some. Included in CN 047	5.1.11.1 Changed Conditions	
	CN131	Additional Signal Vault STA 243+50 to pull fiber	Recon CCO 01												TBI			BI Increase	5.1.11.3 Error & Omissions	
	CN134	Revisions to SP Section 34 11 33	\$0.00	\$0.00	\$0.00	\$0.00	1/12/21	4/2/21	2/22/21						OPEN	\$0.00		CM to issue CO	5.1.11.1 Changed Conditions	
	CN136	Signal Vault Extensions	\$108,150.00												TBI			To determine scope	5.1.11.3 Error & Omissions	
	CN137	IVDA Impacts at Mountain View	TBD												TBI			To determine scope	5.1.11.2 Unforeseen Conditions	
	CN138	Tippecanoe Ave Traffic Loops	\$0.00				12/1/20								CLO			Rescinded	5.1.11.2 Unforeseen Conditions	
	CN140	SCE Meter at Central Ave	\$ 34,399.98	\$ 34,399.98			12/2/20		1/26/21						OPEN			Comments with FWI 5/12/21 In Negotiation MG-JH	5.1.11.1 Changed Conditions	
	CN141	PPW 62.37 Revised Layout Details	\$ 9,460.00	\$ 9,460.00											TBI			Comments with FWI	5.1.11.2 Unforeseen Conditions	
	CN142	CCTV for University Storm Drain DS-29	\$ (306.38)	\$ (306.38)			6/21/21	7/7/21	7/14/21						OPEN			CM to review CSP	5.1.11.1 Changed Conditions	
	CN146	East Central Ave Additional Paving	\$ 10,000.00				12/16/20	12/23/20							OPEN			FWI to submit CSP In Negotiation	5.1.11.1 Changed Conditions	
	CN152	Richardson St Paving Increase	\$ 18,000.00				1/12/21								OPEN			FWI to submit CSP In Negotiation	5.1.11.7 Other - See Memo	
	CN156	SCE Meter at ESRI Station - Build per field conditions	\$ 30,000.00												TBI			Scope change per SCE	5.1.11.1 Changed Conditions	

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705

Change Order Log

Date: 7/28/2021

AECOM CM

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
	CN158	SCE Metering Revisions at Tippecanoe Ave	\$31,643.88	\$31,643.88			1/5/21	1/7/21	1/26/21						OPEN			Comments with FWI 4/7/21 FWI returned comments 5/10/21 In Negotiation MG-JH	5.1.11.1 Changed Conditions	
	CN160	Tippecanoe Signal House Transformer Clearance	TBD												TBI			To determine scope	5.1.11.3 Error & Omissions	
	CN161	SCRRRA Parking Lot Contaminated Material	\$16,268.79	\$16,268.79			2/2/21	5/11/21							OPEN			CM to review CSP In Negotiation MG-JH	5.1.11.2 Unforeseen Conditions	
	CN164	Install WWM Post Brackets Per ES-5105	\$50,000.00	\$236,098.02	\$142,157.83		2/2/21	2/4/21	4/2/21 7/23/21						OPEN			Reduce limits and current clamps CM to review CSP	5.1.11.4 Scope Change	
	CN165	SCRRRA Parking Lot Footing Obstruction	\$0.00				4/9/21								CLO			Rescinded	5.1.11.2 Unforeseen Conditions	
	CN167	Waterman Ave Encasement Deletions	TBD	\$(14,906.28)			4/9/21		4/23/21						OPEN			CM to review CSP In Negotiation MG-JH	5.1.11.2 Unforeseen Conditions	
	CN168	BI 408 Increase - Concrete Wheel Stop (D Street)	Recon CCO 01												TBI			BI Increase	5.1.11.2 Unforeseen Conditions	
	CN171	Enviroblock wall at Mountain View	TBD												TBI			Mt. View design to be determined	5.1.11.7 Other - See Memo	
	CN173	SARB Lead Removal - Premium Time	\$6,000.00												TBI			To be drafted	5.1.11.1 Changed Conditions	
	CN175	Waterman Ave Catch Basin Grade Separations	\$38,558.72	\$38,558.72	\$39,001.42		4/9/21	4/16/21	6/11/21 7/14/21						OPEN			Comments with FWI 7/19/21	5.1.11.7 Other - See Memo	
	CN176	Tippecanoe RCP Relocation (36-IN) (Possible Redesign)	\$25,000.00												TBI			To be designed. To determine scope	5.1.11.1 Changed Conditions	
	CN178	Waterman Ave Type A-4 Ditch (Manmade Buried Object)	\$4,000.00												TBI			drafted	5.1.11.2 Unforeseen Conditions	
	CN179	ESRI Station Revisions (Plexiglass)	\$20,000.00												TBI			Awaiting letter form FWI documenting the RFI statement	5.1.11.1 Changed Conditions	
	CN180	SCRRRA Parking Lot Landscape Revisions	\$(83,235.81)	\$(83,235.81)			4/12/21	5/25/21	5/24/21						OPEN			Comments with FWI 6/9/21 In Negotiation MG-JH Comments with FWI 7/8/21	5.1.11.1 Changed Conditions	
	CN181	Conduit to the Ambient Noise Sensor on the East end of the ESRI Station Canopy (pending review)	TBD												TBI			To determine scope	5.1.11.1 Changed Conditions	
	CN182	Church St Abandoned Storm Drain Removal	\$15,000.00												OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN184	Tennessee St Metering Revisions	\$38,871.61				5/6/21	5/11/21	6/15/21						OPEN			Comments with FWI	5.1.11.1 Changed Conditions	
	CN185	SCE Vault on Dumas St at Waterman Ave Support	\$15,000.00												TBI			To determine scope	5.1.11.1 Changed Conditions	
	CN186	Tippecanoe Station Revisions	\$3,000.00				5/6/21	5/11/21	5/25/21						OPEN			FWI to submit revised CSP	5.1.11.1 Changed Conditions	
	CN187	CP University Signal House Access Gate	\$5,000.00				6/7/21								OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN188	SCE Meter Revisions at Mountain View	\$50,000.00				6/21/21	7/7/21							OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN189	BI 72.1 Driveable Grass B-6 Ditch North of Mill St	\$29,925.00	\$75,643.78			6/7/21								OPEN			Comments with FWI 7/7/21	5.1.11.1 Changed Conditions	
	CN190	Colton Ave Removal Reinstallation Existing Median Pavers for new Foundations	TBD												TBI			To determine scope - CM to discuss	5.1.11.2 Unforeseen Conditions	
	CN191	SCE Meter Revisions at E Street	\$20,000.00												TBI			Awaiting design from SCE	5.1.11.1 Changed Conditions	
	CN192	TBD	TBD												TBI				5.1.11.1 Changed Conditions	
	CN193	Central Ave Signal Shelter Retaining Wall	\$13,165.23	\$13,165.23			5/27/21		7/14/21						OPEN			CM to issue CO	5.1.11.1 Changed Conditions	
	CN194	BI 110- RCB 18 LF at Central	Recon CCO 01												TBI			BI Increase	5.1.11.1 Changed Conditions	
	CN195	Temp Generators for Testing	\$35,000.00				6/7/21								OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN196	Bi-Directional Derail at Spur 2	\$20,000.00				6/7/21								OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705
AECOM CM

Change Order Log

Date: 7/28/2021

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
	CN197	Traffic Signal Controller in City of Redlands (revise foundations)	TBD												TBI			To determine scope	5.1.11.7 Other - See Memo	
	CN198	TBD	TBD												TBI			To determine scope	5.1.11.7 Other - See Memo	
	CN199	Excel Automotive Retaining Wall (Tennessee St)	\$ 46,503.15	\$ 46,503.15			6/21/21	7/7/21	7/26/21						OPEN			CM to review CSP	5.1.11.2 Unforeseen Conditions	
	CN200	CA St Orange Grove Fencing Revisions	TBD				6/11/21								OPEN			FWI to submit CSP	5.1.11.3 Error & Omissions	
	CN201	Signal House Fencing at Alabama St, Tennessee St, Orange St, and University St	\$50,000.00				6/11/21								OPEN			FWI to submit CSP	5.1.11.5 Requested by SBCTA	
	CN202	SCE Metering Revisions Service Pedestals at Eureka St	TBD												TBI			Scope change per SCE design. Field meeting to determine scope	5.1.11.1 Changed Conditions	
	CN203	Traffic Control for SCE at Nevada St	TBD				7/23/21								OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN204	Paving Tennessee St Premium Time	TBD				6/21/21	7/7/21							OPEN			FWI to submit CSP	5.1.11.2 Unforeseen Conditions	
	CN205	Wayfinding Sign Type 24 replacement and Railroad Signage Reduction	\$15,000.00												TBI			To determine scope	5.1.11.1 Changed Conditions	
	CN206	HWC Flex Conduit Protection	\$5,000.00				7/23/21								OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN207	Orange St. Traffic Controller Pad	TBD				6/21/21								OPEN			FWI to submit CSP	5.1.11.4 Scope Change	
	CN208	Pershing Ave Barricade	TBD				6/21/21	7/7/21							OPEN			FWI to submit CSP	5.1.11.3 Error & Omissions	
	CN209	Emergency Call Box Relocation at DMU Platform	TBD				7/14/21	7/15/21							OPEN			FWI to submit CSP	5.1.11.1 Changed Conditions	
	CN210	SBTC Landscape Over-Excavation	\$15,000.00				6/29/21								OPEN			FWI to submit CSP	5.1.11.2 Unforeseen Conditions	
	CN212	Twin Creek Bridge Cable Railing	\$4,000.00				7/8/21								OPEN			FWI to submit CSP	5.1.11.4 Scope Change	
	CN213	Nevada Unforeseen Utility Conflict	\$8,000.00				7/23/21								OPEN			FWI to submit CSP	5.1.11.2 Unforeseen Conditions	
	CN214	Mountain View Ave Conduit Repair	\$10,000.00				7/14/21	7/15/21							OPEN			FWI to submit CSP	5.1.11.2 Unforeseen Conditions	
	CN215	No Trucks Signage for University St	TBD												TBI			drafted	5.1.11.5 Requested by SBCTA	
	CN216	Wyatt Property Water & Fire Lines	TBD												TBI			To determine scope	5.1.11.1 Changed Conditions	
																		Remaining Contingency		
		TOTAL	\$ 14,945,137.98	\$ 16,572,533.17	\$ 15,353,387.55	\$ 14,120,194.93										\$ 14,120,194.93		\$1,303,012.26		
		POTENTIAL CO																		
		DS-30 Connection	TBD																5.1.11.3 Error & Omissions	
	CN183	Orange St Landscape Revisions	\$ 40,000.00																	
		Emergency Call Box @ DT RdInds DMU Platform	TBD																	
		CP Richardson Junction Box relocation	TBD																	
		SCE Pole at University (inefficiency cost for curb and gutter)	TBD																	
		University Sta - TVM Camera Axis P3245-LVE	TBD																	
		Communication Cabinet Enclosure Block Wall as a means to provide additional protection for the Communication Cabinets	TBD																	

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

SBCTA Contract No: 17-1001705
AECOM CM

Change Order Log

Date: 7/28/2021

CO	CN	DESCRIPTION	Cost				Change Notice			Change Order					Status	Change Order Amount	Time Extension	Comments	Reason for Change	Appendix Z and HH Utility: SCE, SCG, Other Contaminated Soil
			Estimated Rough Order of Magnitude (ROM)	Contractor Initial Cost Proposal	Contractor Cost Proposal (CSP)	Approved Value	Date To Contractor	Date From Contractor	Date Contractor CSP	Date To Contractor	Date From Contractor	Date To SBCTA	Date Executed	Copy to Contractor						
		Traffic Signal Interconnect cable at Tennessee St	TBD																	
		Stoddard Gas Line Conflict with Lat 1-2 (delays)	TBD																	
		Eureka Traffic Signal Pedestals Meter Revisions	TBD																	
		BI 33 Increase 8" fence	\$10,638.00																	
		BI 273 Incurs 72 strand due to 150' slack in vault. (DCN 17) (possible BOM & Comm Changes)	\$250,848.70															This is a separate CN for fiber installed. Over 31,753 LF Is this overage due to the Operator Change?		
		BI 376 - Grind Overlay Including - Sierra Way, Mill St	\$6,784.00																	
		Mill St - Revised Paving per SB	\$28,000.00																	
	CN006	Temporary Storm Drain Connections (Mill St)	\$25,114.81				9/12/19	11/14/19	4/6/20									CM to issue CO	5.1.11.1 Changed Conditions	
	CN006	Temporary Storm Drain Connections (Tennessee St)	\$25,114.81				9/12/19	11/14/19	4/6/20									CM to issue CO	5.1.11.1 Changed Conditions	
	CN006	Temporary Storm Drain Connections (Tippecanoe)	\$75,344.43				9/12/19	11/14/19	4/6/20									CM to issue CO	5.1.11.1 Changed Conditions	
	CN006	Temporary Storm Drain Connections (Nevada)	\$50,229.62				9/12/19	11/14/19	4/6/20									CM to issue CO	5.1.11.1 Changed Conditions	
	CN006	Temporary Storm Drain Connections (6th Street)	\$50,229.62				9/12/19	11/14/19	4/6/20									CM to issue CO	5.1.11.1 Changed Conditions	
		TOTAL	\$562,303.99																	
		ROM TOTAL	\$15,507,441.97																	

		Contingency (10% of Contract)	\$15,423,207.19																	
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		Estimated ROM	\$15,507,441.97																	
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		Estimated Remaining Contingency	\$(84,234.78)																	
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Rough Estimated Amount																				
RISK																				
		Tippecanoe Contaminated Soil Removal Box Culvert (possible mitigation)	\$(100,000.00)																	
		Tippecanoe RCB unknowns impacts (buried man made objects, Diff Site Conditions)	\$50,000.00																	
		Mt View & Tippecanoe Closure Time Related Overhead \$15,250.00 per Day x 86 Days	\$1,311,500.00																	
		Extended Time-Related-Overhead - Utilities (may overlap Mountain View)																		
		Tippecanoe Ave Delays (may overlap Mountain View)																		

Attachment: RPRP CN-CO Log Rev 2 07-28-2021 (7900 : Contingency Increase to Contract No, 17-1001705 Flatiron West)

Minute Action

AGENDA ITEM: 15

Date: September 1, 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 Nearsite 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 and is approximately 94% complete. All track work and bridge work are substantially complete, and signal and communications systems are generally in pre-testing. Upcoming major civil work includes the construction of a storm drain culvert at Tippecanoe Avenue.

The base contract work for the maintenance facility is on schedule for Substantial Completion in August 2021, with approximately 95% complete through June 2021. Additional work remaining on the building includes further modifications to the building doors and one elevated walkway currently projected to be completed in December 2021.

Staff is working with Stadler US, Inc. (Stadler), the Diesel Multiple Unit (DMU) manufacturer, to identify and resolve outstanding issues before the DMU's are shipped. Last month the team determined that additional simulations on the crashworthiness of the fuel tanks were required. Stadler has made significant progress, but the simulations require more time and effort than initially expected. Completing the simulations and shipping the cars is expected to push the delivery of the first car into early fall. Stadler is utilizing the extended time in the factory to complete static testing which will reduce the time between delivery and revenue service. Southern California Regional Rail Authority (SCRRA) is preparing to start training of the DMU crews and mechanical staff by working together with Stadler to develop strategies to advance commissioning of the DMUs ahead of RPRP infrastructure completion.

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

Entity: San Bernardino County Transportation Authority

Award Mainline Construction Contract	April 2019 – Completed
Approval of 2-party Operations and Maintenance Agreement	June 2020 – Completed
Delivery of All DMU Vehicles	November 2021
Conditional Acceptance of All DMU Vehicles	January 2022
Maintenance Facility – Substantial Completion	August 2021
Maintenance Facility – Door and Mezzanine Anticipated Substantial Completion	December 2021
Maintenance Facility – Final Acceptance	December 2021
Mainline Contract – Substantial Completion	November 2021
Mainline Contract – Final Acceptance	November 2021
Pre-Revenue Testing Completion	May 2022
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.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Transit Committee on August 12, 2021.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

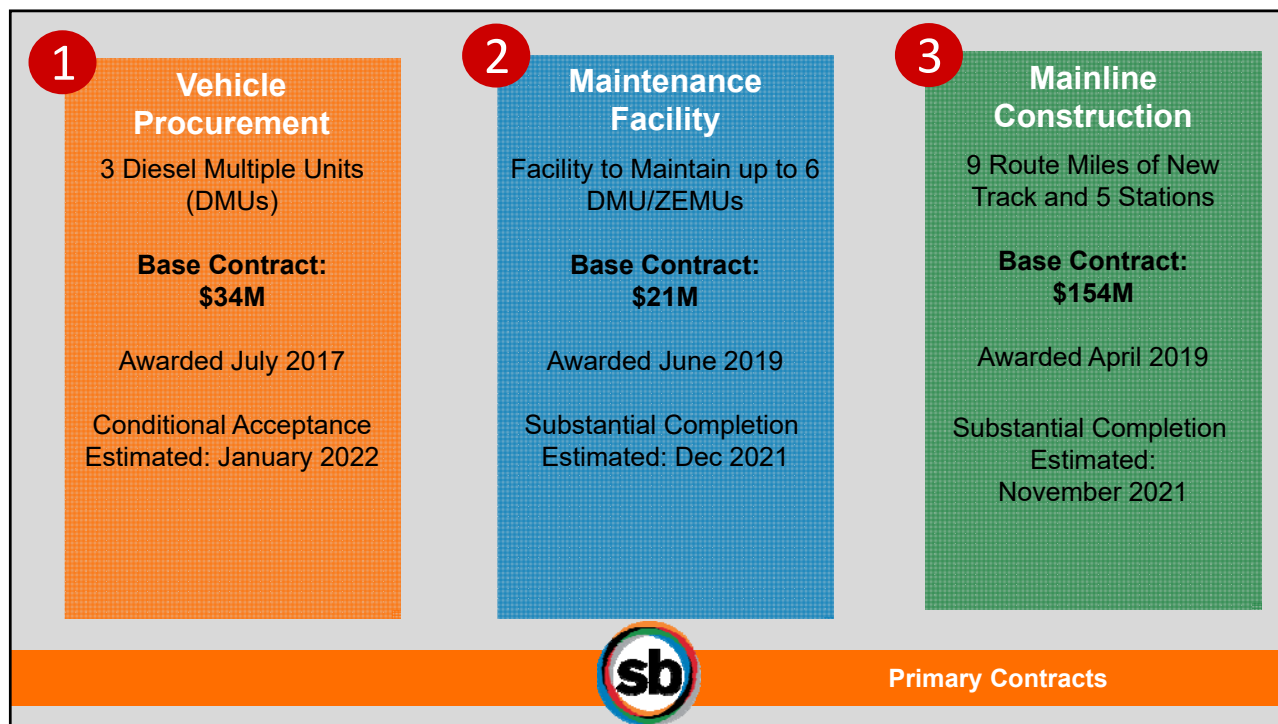
Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

Redlands Passenger Rail Project Quarterly Project Update

August 12, 2021



Project Overview



1 Vehicle Procurement


3 Diesel Multiple Units (DMUs)


Base Contract: \$34M

Awarded July 2017

Contract has option to buy 3 additional DMUs

- ✓ **Hybrid Vehicle**
 - Uses Tier 4 Diesel Generator to Produce Electricity that Propels the Train
- ✓ **FRA (Mainline) Compliant**
 - Runs on Same Infrastructure as Metrolink and Freight Trains (opportunity to expand)




1. Vehicle Procurement

- **Percent Complete:** 80%
- **Prime Contractor:** Stadler US
- **Contract Management:** RailPros
- **Schedule:**
 - Contract Award: July 2017
 - Expected Delivery of first DMU: September 2021
 - Delivery of all DMU Vehicles: November 2021
 - Conditional Acceptance of all DMU Vehicles: January 2022

▪ **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	\$12,148,379.00	\$15,304,093.83
Contingency – Capital	\$2,684,995.00	-	\$2,332,470.17	-	-
Contract – O&M	\$4,555,129.00	-	\$4,555,129.00	\$338,000.00	\$4,217,129.00
Contingency – O&M	\$455,513.00	-	\$455,513.00	-	-
Total	\$34,795,585.00	\$602,524.83	\$34,795,585.00	\$12,486,379.00	\$19,521,222.83



1. Vehicle Procurement



DMU 1 –April 2021



1. Vehicle Procurement



DMU 1 Interior - May 2021



1. Vehicle Procurement



DMU 2- May 2021



1. Vehicle Procurement



DMU 2 Interior - April 2021



1. Vehicle Procurement



DMU 3 Interior - May 2021



1. Vehicle Procurement



DMU 3 - Interior- May 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:** 95%
- **Prime Contractor:** Granite Construction Company
- **Construction Management:** Lockwood, Andrews & Newnam, Inc. (LAN)
- **Schedule:**
 - Base Contract Work Projected Substantial Completion: August 2021
 - Door and Mezzanine Anticipated Substantial Completion: December 2021
 - Anticipated Final Acceptance: December 2021
- **Budget and Expenditures:**

	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining **
Contract	\$ 20,855,000.00	\$ 838,019.68	\$ 21,693,019.68	\$19,180,198.85	\$2,512,820.83
Contingency	\$ 1,363,400.00	-	\$ 525,380.32	-	-
Total	\$ 22,218,400.00	-	\$ 22,218,400.00	-	-

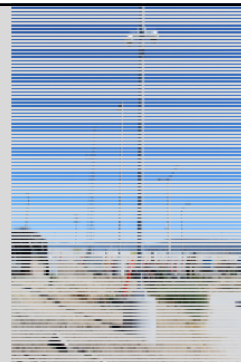
* Executed change orders and expenditures as of 5/31/21



2. Maintenance Facility



Yard Track paving



CTV cameras installed on light standards



Yard Track paving



Building exterior



2. Maintenance Facility

Building
interior

Air
compressor

Electrical
room and
air compress
on 2nd level

Electrical
room

2. Maintenance Facility

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:** 94%
- **Prime Contractor:** Flatiron West, Inc.
- **Construction Management:** AECOM
- **Schedule:**
 - Contract Award: April 2019
 - Substantial Completion Estimate: November 2021
 - Final Acceptance: November 2021

▪ **Budget and Expenditures:**

	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining**
Contract	\$154,232,073.81	\$12,773,182.70	\$167,005,256.51	\$153,623,237.08	\$13,382,019.44
Contingency	\$15,423,207.19	-	\$2,650,024.49	-	-
Total	\$169,655,281.00	-	\$169,655,281.00	-	-

* Executed change orders and expenditures as of 5/31/21



3. Mainline Construction

Station:



SBTC Station – June 2021



3. Mainline Construction

Station:

Tippecanoe Station – June 2021



Esri Station – July 2021

**3. Mainline Construction****Station:**

Downtown Redlands Arrow Platform – July 2021



Downtown Redlands SCRR Platform – July 2021

**3. Mainline Construction**

Station:



University Station – July 2021



3. Mainline Construction

Track and Guideway:



Mountain View Road Crossing - June 2021



Waterman Avenue – June 2021



3. Mainline Construction

Bridge Structures:

Santa Ana River Bridge – July 2021



Mill Creek Zanja Bridge - July 2021

**3. Mainline Construction****Civil Improvements:**

Downtown Redlands Civil Work– July 2021



9th Street Cul-de-sac – June 2021

**3. Mainline Construction**



Minute Action

AGENDA ITEM: 16

Date: September 1, 2021

Subject:

Bi-Annual Fiscal Year 2020/2021 Railroad Right-of-Way Grants of Use Report

Recommendation:

Receive and file the second half of Fiscal Year 2020/2021 (January through June 2021) Right-of-Way Grants of Use Report.

Background:

The San Bernardino County Transportation Authority Board of Directors (Board) adopted Rail Property Policy No. 31602 on July 2, 2014, and approved revisions to Policy No. 31602 on March 6, 2019. In accordance with Policy No. 31602, Section III. B., Policy Principles and Authority to Execute Grants of Right of Use, the Board authorized the Executive Director, or designee, to approve all Grants of Right of Use documents, as approved to form, by General Counsel.

Attachment A identifies the Grants of Right of Use approved in the second half of Fiscal Year 2020/2021.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Rail Property Policy No. 31602.

Reviewed By:

This item was received by the Transit Committee on August 12, 2021.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

Entity: San Bernardino County Transportation Authority

Attachment A

Bi-annual Fiscal Year 2020-2021 (January to June 2021) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Minute Traq Item	Linked Agreements	Executed Date	Term	Application Fees	Annual Admin Fees	Use Fees	Amendment or Extension Fees	Waived Fees	Type Fees Waived	Waived Fee Comment
Issued	City of San Bernardino	21-1002487	License Agreement	7106	RRND-7652	6/28/2021	Month to Month	\$ -	\$ -	\$ -	\$ -	\$ 1,760	All Fees	Fees waived for benefit RPRP scheduling.
Issued	City of Loma Linda	21-1002488	License Agreement	7105	RRND-7331	3/17/2021	Month to Month	\$ -	\$ -	\$ -	\$ -	\$ 1,760	All Fees	Fees waived for benefit RPRP scheduling.
Issued	Color Health, Inc.	21-1002648	Special Event Right of Entry Permit	7805	n/a	6/15/2021	7/10/2021	\$ -	\$ -	\$ -	\$ -	\$ 8,035	All Fees	All Fees waived in consideration of publi health benefit
Amended	NPL Construction Co	19-1002184	Right of Entry Permit	7794	18-1001955	6/28/2021	10/30/2021	\$ -	\$ -	\$ -	\$ -	\$ 560	Extension Fee	Fees waived for RPRP utility relocation activiti
Amended	MCImetro Access Transmission Services	19-1002039	License Agreement	7213	RSSB-3702	1/6/2021	Month to Month	\$ -	\$ -	\$ -	\$ -	\$ 2,591	Use Fee	Amendment to docume waiver of fees for Telecc Uses within public stree
Amended	Redlands Railway District LLC	21-1002496	Right of Entry Permit	7492	n/a	2/26/2021	3/31/2021	\$ -	\$ -	\$ -	\$ -	\$ 560	Amendment & Use	Fees Waived in consideration of Boar Approved Sale
Amended	Redlands Railway District LLC	21-1002496	Right of Entry Permit	7593	n/a	3/31/2021	4/30/2021	\$ -	\$ -	\$ -	\$ -	\$ 560	Amendment & Use	Fees Waived in consideration of Boar Approved Sale
Amended	Redlands Railway District LLC	21-1002496	Right of Entry Permit	7665	n/a	4/29/2021	6/15/2021	\$ -	\$ -	\$ -	\$ -	\$ 560	Amendment & Use	Fees Waived in consideration of Boar Approved Sale
Amended	Color Health, Inc.	21-1002648	Special Event Right of Entry Permit	7814	n/a	6/21/2021	7/10/2021	\$ -	\$ -	\$ -	\$ -	\$ 560	Amendment Fee	All Fees waived in consideration of publi health benefit
Terminated	Color Health, Inc.	21-1002648	Special Event Right of Entry Permit	P210625	n/a	6/25/2021	6/27/2021	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a
Grand Total								\$ -	\$ -	\$ -	\$ -	\$ 16,946		

Attachment: Bi-Annual Grant of Right of Way Use Report through 2021 06 30 (7897 : Bi-Annual Fiscal Year

Minute Action

AGENDA ITEM: 17

Date: *September 1, 2021*

Subject:

Fiscal Year 2020/2021 Third Quarter Transit Operator Update

Recommendation:

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update.

Background:

Multi-modal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keep the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The primary source of data used in the Report is from TransTrack. TransTrack is a transit performance software that the San Bernardino County transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other source of data for this report came from transit operators' staff as well as their respective Board of Directors agenda reports. Data is collected directly from SCRRA and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. This allowed for collaboration between SBCTA, the operators' staff and SCRRA to ensure that an accurate picture is being presented.

The purpose of the Report is to identify the range of public transportation options available, provide high level information about services, and report on current initiatives being worked on by the operators and SBCTA. It also tracks key performance indicator trends. The attached Third Quarter Fiscal Year (FY) 2020/2021 Report encompasses data beginning January 2021 through March 2021 and provides a solid snapshot of the county's network.

During this time period, levels of ridership loss varied by provider. Metrolink fell by 78% from the year prior, however, ridership did increase slightly from the previous quarter. Both Omnitrans and Victor Valley Transit Authority (VVTa) dropped almost two-thirds (61% and 63% respectively) from the third quarter of FY 2019/2020. Ridership also declined among the County's smaller public transit operators compared to the third quarter a year prior, but at lesser rates than the large operators: MBTA (Morongo Basin Transit Authority) -49%; Mountain Transit -14% and Needles Area Transit -35%. Mountain Transit did experience an increase from previous quarter.

The vanpool programs in the county saw smaller ridership decline with San Bernardino (SB) Loop declining by 21% and VVTa's vanpool program experiencing a 15% drop. Additionally, VVTa's and Omnitrans CTSA (Consolidated Transportation Service Agency)

Entity: San Bernardino County Transportation Authority

reported significant reduction in trips largely due to reduced trip-making and suspended services. VVTA CTSA saw 36% fewer trips while Omnitrans saw 20% fewer.

Exhibit 1, Large Operators Passenger Trips by Quarter

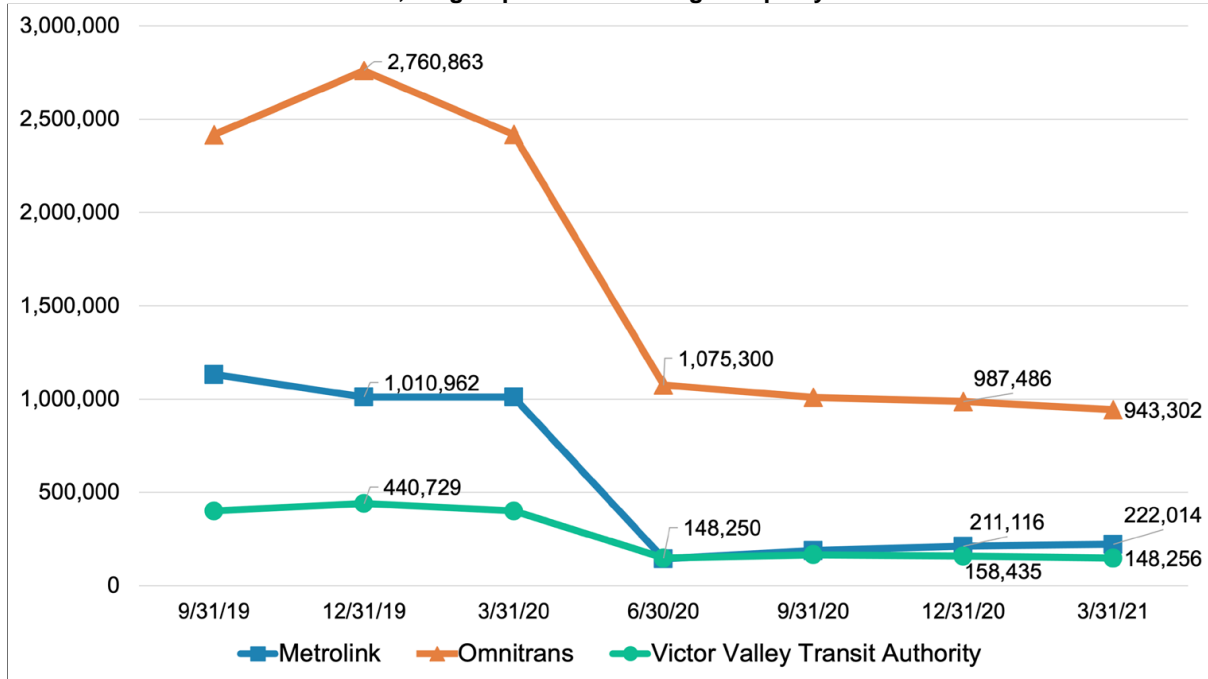
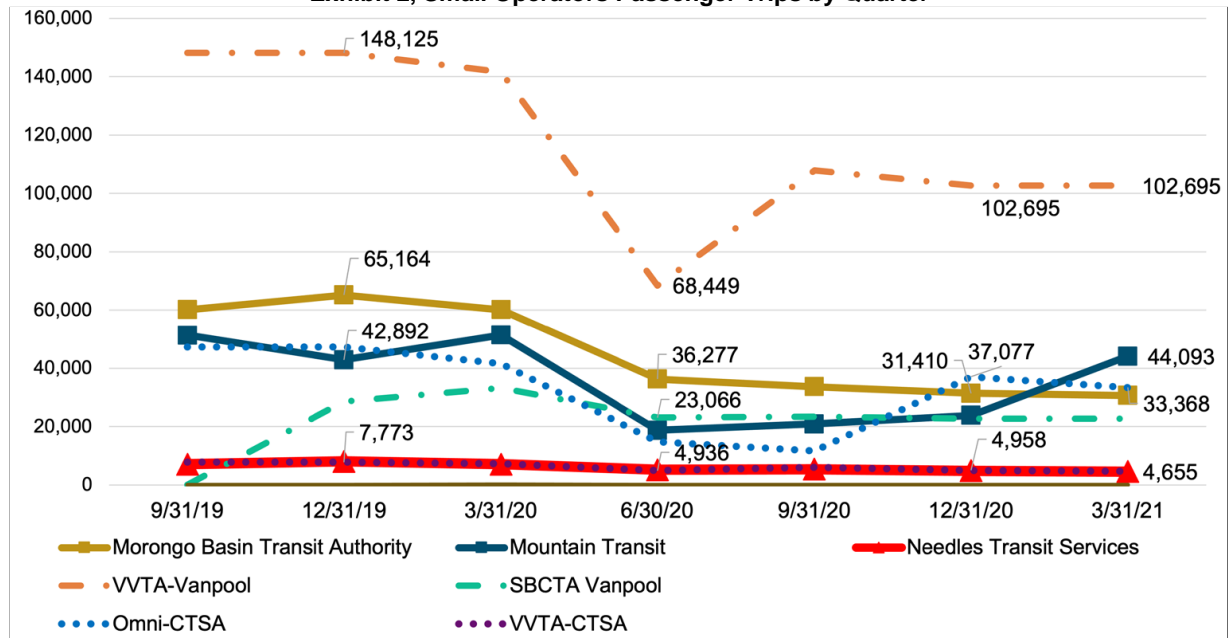


Exhibit 2, Small Operators Passenger Trips by Quarter



In 2018, SBCTA completed a plan titled Customer-Based Ridesharing and Transit Interconnectivity Plan. One of the items to derive from this plan was to create a working group consisting of SBCTA staff and San Bernardino County Transportation providers. The idea of this team, named Multimodal Interconnectivity Working Group, was to create an avenue where

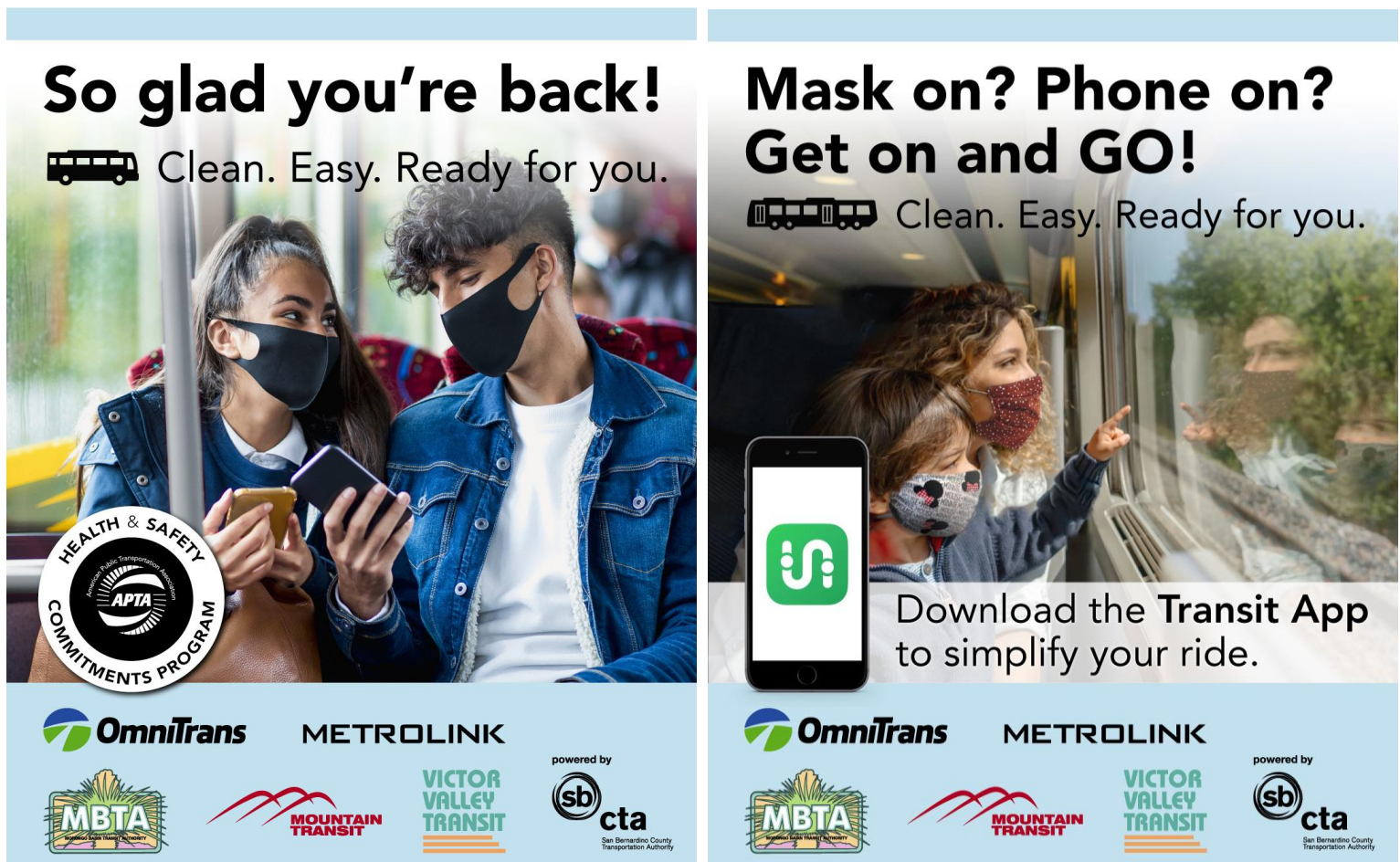
San Bernardino County Transportation Authority

partner agencies could easily communicate, collectively work to provide better transportation where possible and bring initiatives forward as one county voice.

The working group has continued to meet virtually during COVID-19 restrictions. Led by SBCTA, the Multimodal Interconnectivity Working Group launched a “Welcome Back” to transit campaign to encourage and reassure transit riders. To strengthen this messaging, the campaign materials display a countywide unified message and display all operators’ logos. A three phased series of flyers, bus cards, social media images and digital ads announce that transit is safe, clean, easy and will get passengers where they want to go.

Exhibit 3 shows sample countywide campaign artwork used for marketing. Each operator was able to contribute to the campaign direction and choose images that best graphically represented their customers and/or customers they were seeking to target. “So glad you’re back” was promoted by all transit agencies in June and “Mask on? Phone on?” was promoted in the month of July. The third phase will launch in September and may offer a free transit ride day on September 22nd to coincide with an international Car Free Day event. If a free ride is offered, it will be opened to those who download the operator’s particular transit payment app. The focus of this portion of the campaign will be on encouraging tentative and new riders, particularly students.

Exhibit 3, Countywide Welcome Back Poster Examples



Board of Directors Agenda Item
September 1, 2021
Page 4

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on August 12, 2021.

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

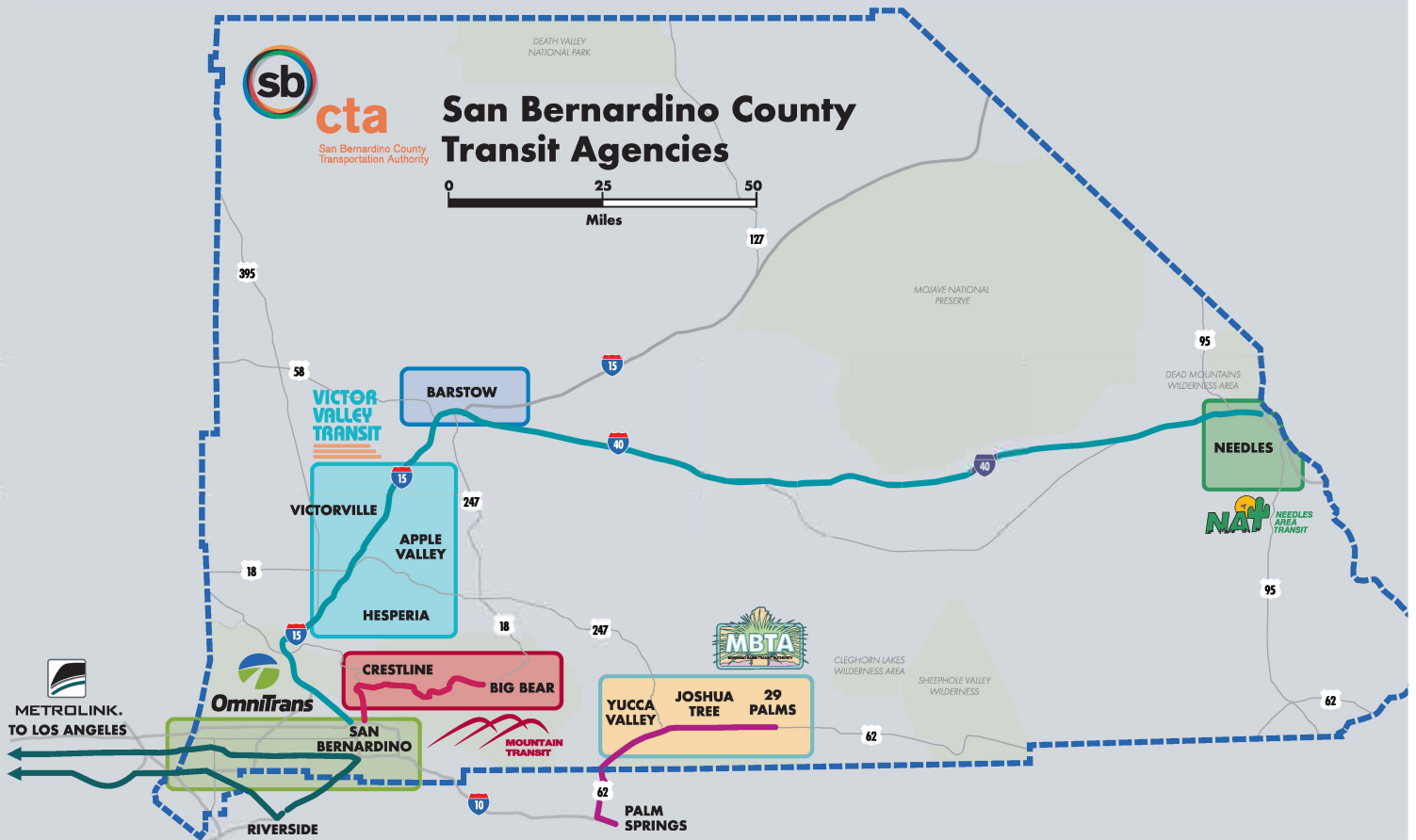
San Bernardino County Transportation Authority



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San Bernardino County
Transportation Authority

San Bernardino County Multimodal Transportation Quarterly Update



Third Quarter Update FY 2020/2021



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SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Introduction

Purposes and Approach

This iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT, released by the San Bernardino County Transportation Authority (SBCTA), presents third quarter information for January, February and March 2021. For the County's public transportation operations, this period continued to be profoundly affected by COVID-19 as the State of California's response to the pandemic unfolded.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.
2. To report on current initiatives and to track trends in key performance indicators.

Exhibit 1, San Bernardino County Public Transit Bus Operators



The County's Public Transportation Modes and Programs

San Bernardino County is served by six (6) public transit operators, providing rail, fixed route bus services and ADA complementary paratransit services. The five bus operators are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles Counties.
- **Victor Valley Transit Authority (VVTA)** – Providing services in the greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- **Morongo Basin Transit Authority (MBTA)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Area Transit Services** – Providing service within the City of Needles and limited connections into Arizona.

Three (3) additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Service Agencies (CTSAs) programs** – Specialized transportation operated and administered by Omnitrans and VVTA.
- **Vanpool programs** operated by SBCTA and VVTA.
- **SBCTA's ONT Lyft** – This Lyft subsidy program connects Metrolink stations with Ontario international Airport.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Commentary

Public Transit During the COVID-19 Pandemic

The third quarter of FY 20/21 – January, February and March – found San Bernardino County residents still deep into the Pandemic experience. San Bernardino County's public transit operators continued to identify and implement strategies to keep riders and bus operators safe from the respiratory disease caused by this novel (new) coronavirus, termed the "the coronavirus disease 2019," or COVID-19. This quarter saw ridership levels that were almost two-thirds (-63%) below this time in FY 19/20, but with loss rates stabilizing for most services, while a few began to regain riders.

Revenue Hours — and Costs — Down

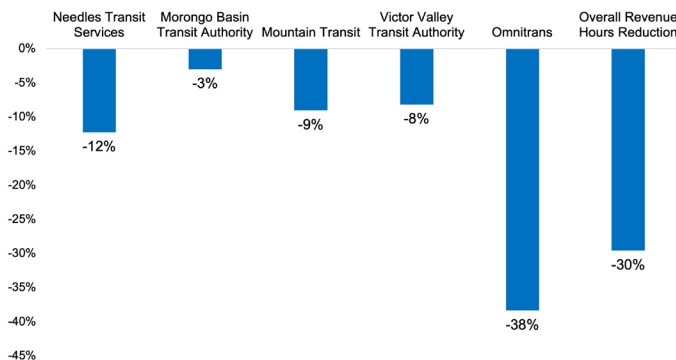
Operators continued adapting to the health guidance and ridership changes through service reductions. The County's bus operators reduced overall service levels by nearly one-third (-30%), although the types and proportions or reductions varied by operator (Exhibit 2). Notably, this resulted in considerably reduced operating costs: -8% overall for bus operators.

Ridership Changes by Mode

Exhibit 3 compares a modal picture of the FY19/20 third quarter's 4.2 million total trips provided against the 1.6 million provided in the FY 20/21 third quarter, a decline of -63% in overall trips.

- Rail service saw the highest percentage of

Exhibit 2, Reduction in Revenue Hours for Bus Operators, Third Quarter FY 19/20 to FY 20/21



ridership losses, -78%, presumably because many of these commuters were now working from home.

- Fixed route bus service declined by -60% as both workers and students stopped traveling. However, the 1.1 million trips made point to the critical role public transit continued to play in serving essential workers and essential trips.
- Demand response trips fell at a higher rate, by -70% from third quarter FY 19/20 to the third quarter FY 20/21, with 36,000 one-way passenger trips provided countywide.
- Vanpool trips fell overall by -29% and specialized transportation programs operated by the CTSA's of Omnitrans and VVTA fell by -31%.

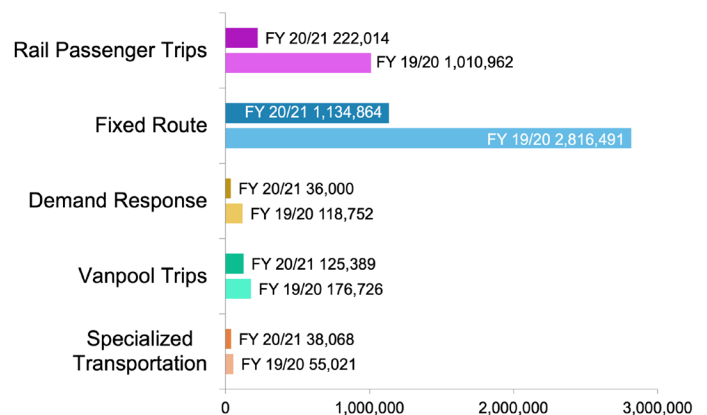
Ridership Changes by Operator

Exhibits 4 and 5 on the next page demonstrate the Pandemic's impact on public transit ridership by operator. In this year-over-year comparison of the third quarter, Metrolink saw a -78% reduction in ridership, Omnitrans' ridership dropped by -61% and VVTA's by -63%.

Ridership also declined among the County's smaller public transit operators compared to the third quarter a year prior, but at lesser rates than the large operators: MBTA -49%; Mountain Transit -14% and Needles Area Transit -35%.

Vanpool programs saw smaller ridership declines: SB Loop trips declined by -21% and VVTA's vanpool program

Exhibit 3, Reduction in Passenger Trips by Mode, Third Quarter FY 19/20 to FY 20/21



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

experienced a -15% drop in trips.

VVTA's and Omnitrans' CTSA specialized transportation programs also reported a significant reduction in trips. VVTA's CTSA provided -36% fewer trips, largely due to reduced trip-making and suspended services. Additionally, one partner, Victor Valley Community Service Council, is no longer participating under the CTSA umbrella. Omnitrans' CTSA program saw -20% fewer trips made in this third

quarter comparison, with fewer trips made by nearly all of its partners.

Notably, the loss of ridership seen at the outset of the Pandemic has begun to level. Compared to second quarter of FY 20/21, operators saw ridership rates holding steady. Metrolink, and Mountain Transit even experienced slight increases over the prior quarter.

Exhibit 4, Large Operators Passenger Trips by Quarter

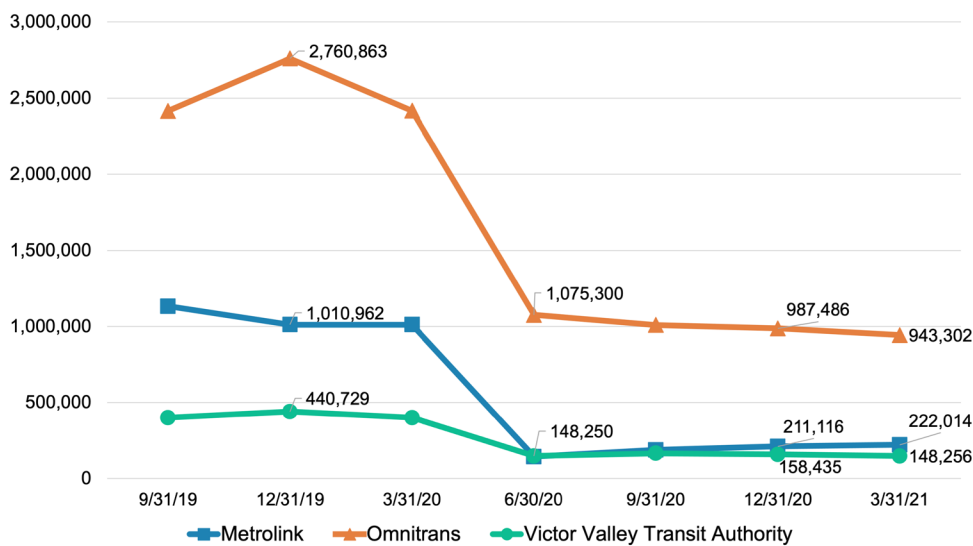
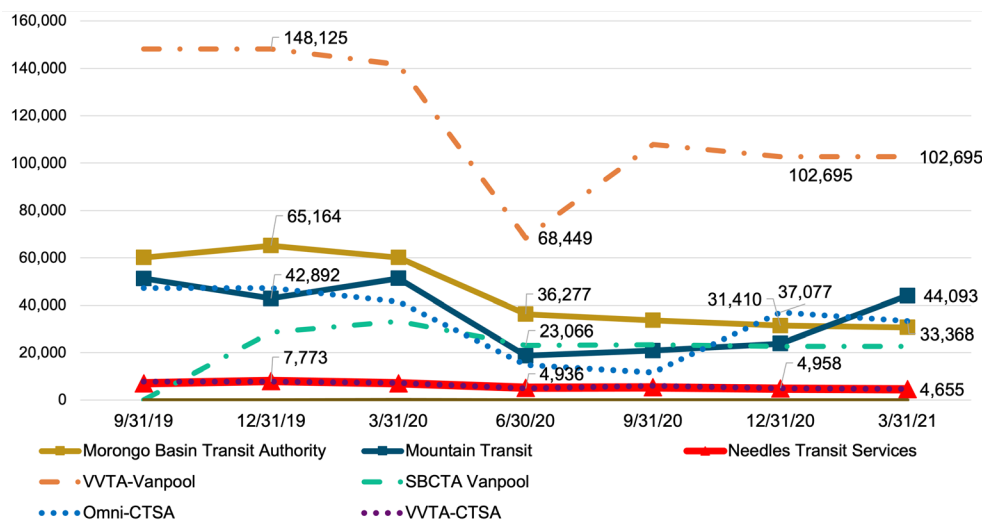


Exhibit 5, Small Operators Passenger Trips by Quarter



Current Events

“Welcome Back” Marketing Campaign

SBCTA's Multimodal Interconnectivity Working Group launched a “Welcome Back” to transit campaign to encourage and reassure transit riders. A phased series of flyers, bus cards, social media images and digital ads announce that transit is safe, clean, easy and will get passengers where they want to go.

The marketing campaign, developed in collaboration with all of the county's transit operators is presenting countywide messaging to:

- report that the operators have joined the American Public Transportation Association (APTA)

Commitment to Health and Safety, a national effort to make every ride safe;

- ask riders to help keep everyone safe;
- demonstrate technology tools developed to make riding transit safer and easier.

Countywide materials were developed to present the coordination between SBCTA and County operators (Exhibit 6). SBCTA also developed materials specific to each operator utilizing their branding.

A third “Welcome Back” phase is planned for the fall to continue encouraging tentative and new riders and returning students.

Exhibit 6, Countywide “Welcome Back” marketing campaign examples: the image on the left is a poster and the right image was sized for a kiosk.

**Mask on? Phone on?
Get on and GO!**

Clean. Easy. Ready for you.

Download the **Transit App**
to simplify your ride.

OmniTrans METROLINK
MBTA **MOUNTAIN TRANSIT** **VICTOR VALLEY TRANSIT**
powered by **sb cta** San Bernardino County Transportation Authority

**Mask on? Phone on?
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OmniTrans METROLINK
MBTA **MOUNTAIN TRANSIT** **VICTOR VALLEY TRANSIT**
powered by **sb cta** San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Performance¹

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year FY 19/20	Current Year FY 20/21	% change
SYSTEM Total Passenger Trips	2,416,678	943,302	-61.0%
Fixed-Route Trips	2,347,419	927,725	-60.5%
Demand Response Trips	69,259	15,577	-77.5%
SYSTEM Performance			
Revenue Hours	200,370	123,496	-38.4%
Passengers per Rev Hour	12.1	7.6	-37.2%
Revenue Miles	2,745,786	1,694,453	-38.3%
Passengers per Rev Mile	0.88	0.56	-36.4%
OPERATIONS Expense			
Total Operating Cost	\$21,403,685	\$18,068,606	-15.6%
Passenger Revenue	\$5,542,158	\$4,258,585	-23.2%
Farebox Recovery Ratio Systemwide	25.9%	23.6%	-9.0%
Subsidy per Pass Trip Systemwide	\$6.56	\$14.64	123%
Fixed-Route Cost per Trip	\$7.60	\$17.28	127%
Demand Response Cost per Trip	\$51.32	\$130.95	155%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	94	Includes SBx	
Demand Response	39		
Total Vehicles in Peak Service	133		
Service Area Square Mileage	463		
Vehicles per Square Mile	0.29		
OMNITRANS FAMILY of Services			
Bus Rapid Transit Route	Green Line/sbX		
Express Fixed-Routes	215, 290		
High-Frequency Routes (15 minutes)	None*		
Local Fixed-Routes	24 routes		
Community Circulators	1 OmniRide route		
Access ADA Service	Complementary paratransit		
Annual Funding Allocation	Annual FY 19/20	Annual FY 20/21	
State of California, Local Transportation Fund (LTF)	\$44,105,444	\$14,586,287	-67%
State Transit Assistance (STA)	\$4,646,062	\$1,058,799	-77%
State of Good Repair (SGR)	\$215,633	\$2,527,636	1072%
Low Carbon Transit Operations Program (LCTOP)	\$294,270	\$4,439,600	1409%
Measure I, Local Sales Tax Measure	\$11,673,790	\$14,924,200	28%
Federal Transit Administration (FTA) 5307	\$16,941,200	\$8,677,207	-49%
Federal Transit Administration (FTA) 5339	\$2,327,925	\$2,201,130	-5%
Federal Transit Administration (FTA) 5310		\$392,610	
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$0	\$53,266,819	
Total	\$80,204,324	\$102,074,288	27%

NOTE:
CARES Act funding that is not used in FY 20/21 can be rolled over to the next year. Omnitrans capital and operating budget for FY 20/21 is \$90.2 million.

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2021.

* High frequencies reduced due to COVID-19 service reductions.

Third Quarter Commentary and Trends

During the third quarter of FY 20/21 Omnitrans continued their COVID response through service realignments and promotions to encourage ridership and COVID recovery. Efforts included offering Chino Hills students heading back to campus 50% off OmniRide trips to and from school; free COVID vaccine shuttles to Ontario and San Bernardino vaccination sites for anyone with an appointment; an Earth Day free ride promotion; and a series of public meetings seeking input on service resumption.

Ridership

Omnitrans provided 943,002 passenger trips systemwide this third quarter of FY 20/21, representing a -61% decline over the comparable FY 19/20 second quarter. Fixed-route trips declined by -61%, or 1,419,694 trips. Demand response trips fell at a greater rate, with a -78% loss. These losses are consistent with reduced tripmaking due to the COVID-19 crises.

System Performance

Revenue hours and revenue miles decreased by -38% during this period, representing 76,874 fewer hours and 1,051,333 fewer miles. The -37% decline in productivity to 7.6 passengers-per-revenue-hour and -36% decline in passengers-per-revenue-mile reflected the systemwide ridership downturn.

Operating Costs

Operating costs were more than \$3.3 million less (-16%) and passenger revenue dropped -23% in this quarter's year-over-year comparison, reflecting the reduced service frequencies operated in response to the COVID-19 pandemic. The farebox recovery ratio saw a decrease of -9% systemwide.

There was a 123% increase in systemwide subsidy per passenger trip, from \$6.56 to \$14.64. Fixed-route costs per trip increased by 127% and the demand response passenger trip cost increased by 155% in this year-over-year comparison.



Consolidated Transportation Services Agency

Performance¹

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year	Current Year	% Change
	FY 19/20	FY 20/21	
TOTAL TRIPS	47,248	33,368	-29.4%
TREP Mileage Reimbursement Trips	3,195	3,367	5.4%
Lyft/Taxi Ride Program Trips*	1,113	0	-100.0%
Travel Training Program*	8,299	0	-100.0%
Partners Program Trips	34,641	30,001	-13.4%
Anthesis (formerly Pomona Valley Workshop)	11,904	9,863	-17.1%
Central City Lutheran	1,168	916	-21.6%
City of Grand Terrace	1,125	773	-31.3%
City of Redlands	499	434	-13.0%
Community Senior Services	8,758	7,454	-14.9%
OPARC	3,874	4,871	25.7%
City of Chino	2,198	2,460	11.9%
Highland Senior Center	1,501	1,151	-23.3%
Loma Linda University Adult Day Health	2,275	1,726	-24.1%
West End YMCA	1,339	353	-73.6%
City of Fontana	2019 CFP Partner		
City of Yucaipa	2019 CFP Partner		
Foothill AIDS Project	2019 CFP Partner		
Food/Grocery Deliveries through Access and Omni Partners		2,307	

Third Quarter Commentary and Trends

The Consolidated Transportation Services Agency (CTSA) of Omnitrans continued its multiple specialized transportation programs, reflecting substantial decreases in trip-making, consistent with reduced travel due to the COVID-19 pandemic. Trips provided were down -29% in this third quarter, year-over-year comparison. This was a reduction of 13,880 trips from the FY 19/20 third quarter.

The Lyft/Taxi Ride Program and Travel Training Programs were temporarily suspended due to safety concerns during the pandemic. Additionally, many Partners were unable to provide a consistent level of service during this health crisis.

Several programs did see an increase in trips provided this third quarter compared to the prior year: the TREP Mileage Reimbursement Program saw an increase of 5.4%, OPARC saw an increase in trips of 26% and the City of Chino provided 12% more trips.

Many clients of Access and the Partners Programs were unable to travel due to stay-at home orders and their vulnerability to COVID-19. In response, Access and Program Partners made 2,307 food and grocery deliveries.

¹ Provided by Omnitrans during June 2021.

* This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic.



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Performance¹

3rd Quarter (Jan-Feb-Mar)			
	Prior Year FY 19/20	Current Year FY 20/21	% change
SYSTEM Total Passenger Trips	400,032	148,256	-62.9%
Fixed-Route Trips	350,290	127,272	-63.7%
Commuter Bus Trips	8,734	7,091	-18.8%
Demand Response Trips	41,008	13,893	-66.1%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	62,603	57,470	-8.2%
Passengers per Rev Hour	6.4	2.6	-59.6%
Revenue Miles	1,085,701	986,529	-9.1%
Passengers per Rev Mile	0.37	0.15	-59.2%
OPERATIONS Expense [excludes vanpool expense & revenue]			
	Annual FY 19/20	Annual FY 20/21	
Total Transit Operating Cost	\$5,728,289	\$6,733,447	17.5%
Passenger Revenue	\$375,576	\$785,911	109.3%
Farebox Recovery Ratio Systemwide	6.6%	11.7%	78.0%
Subsidy/Pass Trip - Systemwide	\$13.38	\$40.12	200%
Fixed-Route Cost per Trip	\$11.97	\$43.20	261%
Commuter Bus Cost per Trip	\$19.06	\$26.97	42%
Demand Response Cost per Trip	\$33.39	\$75.15	125%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	47	Including 7 Evs	
Commuter	6		
Demand Response	32		
Total Vehicles in Peak Service	85		
Service Area Square Mileage	1,082		
Vehicles per Square Mile	0.07		
VVTA FAMILY of Services			
Local Fixed/Regional Routes	21 routes		
County Fixed-Routes	6 routes		
Commuter Bus	NTC Commuter (Ft. Irwin), 7 routes		
Intercity Routes	1 routes		
Flexible Transit	ADA Direct Access		
Vanpool Program	175 vanpools		
Annual Funding Allocation			
	Annual FY 19/20	Annual FY 20/21	
State of California, Local Transportation Fund (LTF)	\$19,083,833	\$17,323,555	-9%
State Transit Assistance (STA)	\$734,901	\$217,901	-70%
State of Good Repair (SGR)	\$691,283	\$697,379	1%
Low Carbon Transit Operations Program (LCTOP)	\$939,282	\$907,875	-3%
Measure I, Local Sales Tax Measure	\$1,131,200	\$1,043,800	-8%
Federal Transit Administration (FTA) 5307	\$8,107,731	\$8,734,228	8%
Federal Transit Administration (FTA) 5339	\$1,057,378	\$1,130,123	7%
Federal Transit Administration (FTA) 5311	\$671,949	\$710,112	6%
Congestion Mitigation and Air Quality (CMAQ)	\$2,862,735	\$3,523,000	23%
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$0	\$25,068,338	
Total	\$35,280,292	\$59,356,311	68%

NOTE:
CARES Act funding that is not used in FY 20/21 can be rolled over to the next year.

Third Quarter

Commentary and Trends

During January, February and March of 2021, VVTA continued to support riders, staff and the community through this Pandemic experience. Accomplishments included reinstating schedules that had been adjusted in December; launching the Vaccine Xpress free shuttle for vaccine-eligible residents of Apple Valley, Victorville; and launching the Umo mobility app. The Umo app enables riders to plan, track and pay for travel among other rider-friendly features.

Ridership

VVTA provided significantly fewer trips in this third quarter of FY 20/21, consistent with reduced tripmaking due to riders' response to COVID-19. VVTA provided 148,256 one-way passenger trips, a -63% reduction systemwide. VVTA's demand response services saw the greatest percentage decrease, -66%, with 27,115 fewer passenger trips. Fixed-route services saw a reduction of -64%, with 223,018 fewer one-way passenger trips, provided. Commuter bus service saw a decrease of -19%, with 1,643 fewer trips compared to the third quarter of FY 19/20.

System Performance

Revenue hours decreased -8% and revenue miles by -9%. Passengers-per-revenue hour dropped from 6.4 to 2.6 (nearly -60%). Passengers-per-revenue mile also saw a drop, from 0.37 to 0.15.

Operating Costs

Operating costs increased by 18%, or \$1,005,158. There was a 200% increase in systemwide subsidy-per-passenger trip, from \$13.38 to \$40.12. Fixed-route cost per trip increased by 261% and commuter bus trip costs increased by 42%. Demand response passenger trip costs increased by 125% in this year-over-year comparison.

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2021.



Consolidated Transportation Services Agency

Performance

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year FY 19/20	Current Year FY 20/21	% change
TOTAL TRIPS	7,773	4,657	-40.1%
TRIP Program	5,114	3,249	-36.5%
Nonprofit Providers	634	465	-26.7%
Foothill AIDS Project	402	243	-
Abundant Living Church	0	182	-
Victor Valley Community Service Council	33	No longer in program	-
Trona Community and Senior Center	155	30	-
Church for Whosoever	30	Program suspended due to COVID	-
Bonnie Baker Senior Center	14	10	-
Travel Training Program	722	406	-43.8%
Fare Media Scholarship Program	1,303	537	-58.8%
Total CAR TRIPS	176	0	-100.0%
Needles CarShare Program	176	Program suspended due to COVID	-
TOTAL MILES	104,168	80,029	-23.2%
TRIP Program	104,168	80,029	-23.2%
TOTAL HOURS	101	45	-55.5%
Transit Ambassador Program	101	45	-55.5%

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Third Quarter

Commentary and Trends

VVTA's CTSA services decreased -40%, primarily due to reduced travelmaking by many participants due to COVID. The TRIP program decreased by -37% and travel training contacts dropped by -78%. The fare media scholarship program also saw a significant reduction, with -55% fewer passes distributed. The Transit Ambassador Program saw a -56% reduction in contacts, but still continued operation.

Nonprofit provider trips dropped by -27%. A notable proportion of this reduction is due to the loss of two programs: the Church of Whosoever suspended their program due to COVID-19 and Victor Valley Community Service Council is no longer a participant in the CTSA program.

The Needles CarShare program was also suspended due to COVID.



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Performance

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year FY 19/20	Current Year FY 20/21	% change
Performance			
Number of Vanpools	219	186	-15.1%
Revenue Miles	1,377,087	1,111,777	-19.3%
Revenue Hours	27,458	22,584	-17.8%
Unlinked Passenger Trips	148,125	102,695	-30.7%
Passenger Miles	7,213,874	5,118,855	-29.0%
Subsidies Disbursed	\$316,073	\$270,120	-14.5%
Passenger Fares	\$320,038	\$203,221	-36.5%

Third Quarter

Commentary and Trends

VVTA lost 33 vanpools this quarter, a -15% reduction over this third quarter of the prior year. This is consistent with many businesses transitioning to remote work in response to the COVID-19 health crisis.

Revenue miles also decreased, with a loss of -19%. Revenue hours fell by almost -18%, with 4,874 fewer hours in service.

The subsidy of \$270,120 dispersed to vanpool commuters was a decrease of almost -15% in this year-over-year comparison of the third quarter.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Performance¹

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year FY 19/20	Current Year FY 20/21	% change
SYSTEM Total Passenger Trips	60,108	30,643	-49.0%
Fixed-Route Trips	54,623	27,026	-50.5%
Commuter Bus Trips	1,376	839	-39.0%
Demand Response Trips	4,109	2,778	-32.4%
SYSTEM Performance			
Revenue Hours	7,980	7,739	-3.0%
Passengers per Rev Hour	7.5	4.0	-47.4%
Revenue Miles	158,079	152,670	-3.4%
Passengers per Rev Mile	0.38	0.20	-47.2%
OPERATIONS Expense			
Total Operating Cost	\$800,026	\$839,348	4.9%
Passenger Revenue	\$68,209	\$38,654	-43.3%
Farebox Recovery Ratio Systemwide	8.5%	4.6%	-46.0%
Subsidy per Pass Trip - Systemwide	\$12.18	\$26.13	114.6%
Fixed-Route Cost per Trip	\$10.57	\$22.77	115.4%
Commuter Bus Cost per Trip	\$48.23	\$90.21	87.0%
Demand Response Cost per Trip	\$38.08	\$53.40	40.2%
TREP Mileage Reimbursement Program			
TREP Clients	139	151	8.6%
TREP Trips	1,759	1,745	-0.8%
TREP Miles Reimbursed	29,103	26,062	-10.5%
Mileage Reimbursement Cost	\$8,731	\$7,819	-10.5%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route/Commuter	9		
Demand Response	4		
Total Vehicles in Peak Service	13		
Service Area Square Mileage	1,300		
Vehicles per Square Mile	0.01		
MBTA FAMILY of Services			
Highway Bus	#1 Yucca Valley-Twenty-nine Palms		
Intercity Routes to Palm Springs	#12 Yucca Valley-PS, #15 MCAGCC-PS		
Other Community Routes	#3 Marine Base, #7 Yucca Valley, #21 Lander		
Ready Ride Service	In 6 communities		
Annual Funding Allocation	Annual FY 19/20	Annual FY 20/21	
State of California, Local Transportation Fund (LTF)	\$3,079,208	\$2,836,659	-8%
State Transit Assistance (STA)	\$177,950	\$67,500	-62%
State of Good Repair (SGR)	\$111,316	\$121,955	10%
Low Carbon Transit Operations Program (LCTOP)	\$151,275	\$153,927	2%
Measure I, Local Sales Tax Measure	\$104,300	\$92,800	-11%
Federal Transit Administration (FTA) 5311	\$398,562	\$421,203	6%
CMAQ	\$0	\$1,214,400	
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$0	\$441,449	
Total	\$4,022,611	\$5,349,893	33%

NOTE:

CARES Act funding that is not used in FY 20/21 can be rolled over to the next year.

Third Quarter

Commentary and Trends

Throughout the third quarter, MBTA focused on keeping riders and staff healthy and resuming normal operations as much as possible. Notably, MBTA reinstated regularly scheduled service on Route 15 to Palm Springs in January. Systemwide, ridership dropped in this quarter-to-quarter comparison primarily because of fewer students traveling—even with a free fare promotion—and low ridership on routes serving the Twentynine Palms Base due to command travel-restrictions.

Ridership

MBTA's ridership decreased by -49% systemwide in this third quarter year-over-year comparison, consistent with reduced tripmaking due to the Coronavirus pandemic. The greatest percentage decrease was seen in fixed route trips, falling by more than -50%, or 27,597 fewer trips. MBTA's Commuter Bus trips decreased by -39% and demand response trips on the system's Ready Ride decreased by -32%.

System Performance

Revenue hours saw a slight decrease of -3%. Productivity systemwide also decreased, with passengers-per-revenue hour dropping from 7.5 to 4.0, a -47% loss. Revenue miles decreased by -3%, reflecting the policy decision to keep as much service running as possible to support essential workers and essential trips.

Operating Costs

Operating costs increased by 5%, and passenger subsidy-per-trip saw a 115% increase systemwide, from \$12.18 to \$26.13. The fixed-route cost-per-trip was \$22.77, an increase of 115% year-over-year. The commuter bus cost-per-trip of \$90.21 was an 87% increase for the same period. The demand response cost also grew, increasing by 40%, from \$38.08 to \$53.40 in this third quarter comparison.

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2021.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Performance¹

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year FY 19/20	Current Year FY 20/21	% change
SYSTEM Total Passenger Trips	51,360	44,093	-14.1%
Fixed-Route Trips	44,475	40,141	-9.7%
Commuter Bus Trips	3,746	1,082	-71.1%
Demand Response Trips	3,139	2,870	-8.6%
SYSTEM Performance			
Revenue Hours	8,728	7,938	-9.1%
Passengers per Rev Hour	5.9	5.6	-5.6%
Revenue Miles	140,798	117,418	-16.6%
Passengers per Rev Mile	0.36	0.38	0.0%
OPERATIONS Expense			
Total Operating Cost	\$850,130	\$830,581	-2.3%
Passenger Revenue	\$65,528	\$139,885	113.5%
Farebox Recovery Ratio Systemwide	7.7%	16.8%	118.5%
Subsidy per Pass Trip - Systemwide	\$15.28	\$15.66	2.5%
Fixed-Route Cost per Trip	\$11.09	\$13.25	19.5%
Commuter Bus Cost per Trip	\$43.78	\$87.79	100.5%
Demand Response Cost per Trip	\$61.49	\$72.03	17.1%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	9		
Demand Response	4		
Off the Mountain	4		
Trolley Vehicle	4-6		
Total Vehicles in Peak Service	21-23		
Service Area Square Mileage	269		
Vehicles per Square Mile	0.05		
MOUNTAIN TRANSIT FAMILY of Services			
Off-the-Mountain Routes -2	Rim Rt. 6; Big Bear Rt. 5		
Local Fixed-Routes -5	Rim Rts. 2, 4; Big Bear Rts. 1,3,11		
Weekend Trolley -1	Big Bear		
Summer Trolley -1	Lake Arrowhead		
Seasonal Service - 1	Route 9 (Nov-April)		
Dial-a-Ride -2	Big Bear Valley and Rim		
Annual Funding Allocation	Annual FY 19/20	Annual FY 20/21	
State of California, Local Transportation Fund (LTF)	\$2,428,238	\$2,218,159	-9%
State Transit Assistance (STA)	\$108,888	\$218,334	101%
State of Good Repair (SGR)	\$77,590	\$79,127	2%
Low Carbon Transit Operations Program (LCTOP)	\$105,429	\$102,167	-3%
Measure I, Local Sales Tax Measure	\$76,400	\$91,000	19%
Federal Transit Administration (FTA) 5311	\$281,774	\$297,765	6%
Congestion Mitigation and Air Quality (CMAQ)	\$560,000	\$560,000	0%
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$0	\$312,084	
Total	\$3,638,319	\$3,878,636	7%

NOTE:

CARES Act funding that is not used in FY 20/21 can be rolled over to the next year.

Third Quarter

Commentary and Trends

During the third quarter, Mountain Transit continued to focus on passenger and staff safety, including educating riders about extra safety measures, masking requirements and social distancing. In early March, Route 5 Off the Mountain service between Big Bear and San Bernardino, which had been suspended in response to COVID, was reinstated. Mountain Transit also adapted to the usual winter weather of snow-covered roads and icy conditions.

Ridership

Mountain Transit's ridership decreased by -14% systemwide in this third quarter year-over-year comparison, representing a decline of 7,267 passenger trips. This ridership reduction was the smallest among San Bernardino's transit operators. Commuter bus trips saw the largest decline of -71%, reflecting the statewide Stay-at-Home orders for non-essential workers. Fixed-route ridership fell by -10%, with 4,334 fewer trips provided. Demand response trips fell by -9%.

System Performance

Revenue hours decreased -9% and revenue miles decreased by -17% for this third quarter comparison. Passengers-per-revenue-hour reduced slightly from 5.9 to 5.6, while passengers-per-revenue-mile held steady at 0.38.

Operating Costs

Operating costs decreased slightly by -2%, and passenger subsidy-per-trip saw an almost 3% increase systemwide, from \$15.28 to \$15.66 in this third quarter comparison. Passenger revenue increased by almost 114%. This significant increase in passenger revenue is due to transportation provided to winter season visitors, specifically between parking areas and Big Bear Mountain Resort (BBMR). BBMR paid a flat rate for this service.

This increase was felt systemwide: fixed-route cost-per-trip increased by nearly 20% to \$13.25; demand response per trip costs increased by almost 17% to \$72.03; and commuter bus saw a significant increase in per trip cost of more than 100%, to \$87.79.

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2021.



Needles Transit Services

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Performance¹

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year FY 19/20	Current Year FY 20/21	% change
SYSTEM Total Passenger Trips	7,065	4,570	-35.3%
Fixed-Route Trips	5,828	3,688	-36.7%
Demand Response Trips	1,237	882	-28.7%
SYSTEM Performance			
Revenue Hours	1,345	1,180	-12.3%
Passengers per Rev Hour	5.3	3.9	-26.3%
Revenue Miles	17,884	14,685	-17.9%
Passengers per Rev Mile	0.40	0.31	-21.2%
OPERATIONS Expense			
Total Operating Cost	\$126,009	\$121,599	-3.5%
Passenger Revenue	\$7,919	\$8,261	4.3%
Farebox Recovery Ratio Systemwide	6.3%	6.8%	8.1%
Subsidy per Pass Trip - Systemwide	\$16.71	\$24.80	48.4%
Fixed-Route Cost per Trip	\$15.68	\$25.05	59.8%
Demand Response Cost per Trip	\$21.58	\$23.74	10.0%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	1		
Demand Response	1		
Total Vehicles in Peak Service	2		
Service Area Square Mileage	31		
Vehicles per Square Mile	0.06		
City of Needles Transit Services			
Needles Area Transit	Community deviated fixed route		
Demand Response	Local & Medical/Shopper Dial-a-Rides		
Annual Funding Allocation	Annual FY 19/20	Annual FY 20/21	
State of California, Local Transportation Fund (LTF)	\$213,025	\$190,802	-10%
State Transit Assistance (STA)	\$172,220	\$141,829	-18%
State of Good Repair (SGR)	\$7,680	\$7,736	1%
Measure I, Local Sales Tax Measure	\$10,100	\$11,700	16%
MDAQMD AB2766	\$15,000	\$15,000	0%
Federal Transit Administration (FTA) 5311	\$41,921	\$41,921	0%
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$0	\$87,902	
Total	\$459,946	\$496,890	8%

NOTE:
CARES Act funding that is not used in FY 20/21 can be rolled over to the next year.

Third Quarter

Commentary and Trends

During the third quarter of FY 20/21, as well as previous quarters, Needles Transit Service fixed route (Needles Area Transit) did not reduce any hours of service. Reductions to service hours and miles were made to other services: Dial-A-Ride, Dial-A-Ride Medical and the Shopper Shuttle where ridership dropped most steeply.

Ridership

Needles Transit Services ridership decreased by -35% in this year-over-year comparison of the third quarter. Both services saw ridership losses, with fixed route trips decreasing by -37% and demand response trips dropping by almost -29% in the third quarter of FY 20/21.

System Performance

Revenue hours saw a decrease of -12%, while passengers-per-revenue hour decreased by -26% from 5.3 to 3.9 consistent with the decrease in ridership. Revenue miles increased by 18%.

Operating Costs

Operating costs decreased by almost -4% in this year-over-year comparison. Subsidy-per-passenger saw a significant increase of 48%, to \$24.80 and fixed-route cost-per-trip grew by 48%, to \$25.05. Demand response cost-per-trip rose by 10% to \$23.74.

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2021.

METROLINK®



Performance

	3rd Quarter (Jan-Feb-Mar)		
	Prior Year FY 19/20	Current Year FY 20/21	% change
SYSTEM Passenger Boardings by Line			
TOTAL San Bernardino Line	713,730	150,622	-78.9%
TOTAL Inland Empire Orange County (IEOC) L	297,232	71,392	-76.0%
Boardings at San Bernardino County Stations:			
San Bernardino Line	289,406	78,022	
IEOC Line	6,720	2,129	
Riverside Line	33,970	4,320	
FINANCIAL - Total San Bernardino Line w/ MOW¹			
Operating Cost SB Line			
Farebox Revenue SB Line	\$4,998,631	N/A	
Farebox Recovery Ratio SB Line			
FINANCIAL - Total IEOC Line w/ MOW¹			
Operating Cost IEOC Line			
Farebox Revenue IEOC Line	\$1,826,662	N/A	
Farebox Recovery Ratio IEOC Line			
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	24,944,159	5,702,906	-77.1%
Average Passenger Trip Length	34.9	37.9	8.6%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	9,767,748	2,221,840	-77.3%
Average Passenger Trip Length	32.9	34.1	3.6%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB	20	15	
# of trains per weekday EB	20	15	
# of trains per Saturday WB/EB	10	9	
# of trains per Sunday WB/EB	7	7	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	8	4	
# of trains per weekday EB	8	4	
# of trains per weekend WB	2	2	
# of trains per weekend EB	2	2	

* Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.

Third Quarter

Commentary and Trends

Metrolink continued to focus on safety, encouraging ridership and supporting its community during the third quarter of FY 20/21. Activities included:

- In January, Metrolink began offering on-site COVID testing for employees, contractors and their families.
- In February, Metrolink celebrated Customer Appreciation Week to thank riders with fun contests, perks and prizes.
- In April, Metrolink partnered with the Los Angeles County Department of Public Health to provide free COVID-19 vaccinations at Metrolink's Palmdale and Lancaster stations. Metrolink also launched a 5-day Flex Pass offering discounted rides to infrequent commuters and offered free rides to kids on weekends.

Ridership

In this third quarter year-over-year comparison, Metrolink ridership fell by -79% on the San Bernardino Line and -76% on the Inland Empire Orange County Line. This translates to a loss of 788,948 total passenger trips and 11,695,345 fewer passenger miles traveled, consistent with the loss of commuter trips due to the COVID-19 pandemic.

Operating Costs

Operating costs are not available for this third quarter of FY20/21 as Metrolink conducts its reconciliation on an annual basis.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Other Modes



cta

San Bernardino County
Transportation Authority



Performance SB Loop Program

3rd Quarter (Jan-Feb-Mar)

	Prior Year FY 19/20	Current Year FY 20/21	% change
SYSTEM Totals			
Number of Vanpools	51	51	0.0%
Vanpool Passenger Trips	28,601	22,694	-20.7%
SYSTEM Performance			
Passenger Miles	1,180,895	913,256	-22.7%
Passengers/Rev Miles	52.0	40.2	-22.8%
OPERATIONS Expense			
Subsidies Disbursed	\$54,540	\$60,111	10.2%
Passenger Revenue	\$168,853	\$167,847	-0.6%
Subsidy per Passenger Trip	\$1.91	\$2.65	38.7%
Average Cost per Passenger Trip	\$7.81	\$10.04	28.6%

Third Quarter Commentary and Trends

This program supported operation of 51 vanpools in the third quarter of FY 20/21, consistent with the third quarter of the prior year. Passenger trips, however, were down nearly -21% in this year-over-year third quarter comparison, with 22,694 passenger trips provided during the third quarter.

During the third quarter, passengers traveled 913,256 miles, almost -23% fewer miles than the third quarter of last year. This reduction in travel is consistent with ridership losses due to the Coronavirus pandemic.

Subsidies supporting these vanpool commuters are reported at \$60,111, or \$2.65 per passenger trip.

Performance ONT Lyft Program

3rd Quarter (Jan-Feb-Mar)

	FY 19/20	FY 20/21	% change
SYSTEM Passenger Boardings by Line			
TOTAL Rides	151	45	-70.2%
Total Rides Redeemed by Mobile App	144	35	-75.7%
Total Rides Redeemed by Call Center	7	8	14.3%
Repeat Rides	78	18	-76.9%
Repeat Riders	17	8	-52.9%
Rides by Origin			
Ontario Airport	56	24	
Montclair	51	6	
Rancho Cucamonga	21	5	
Upland	9	7	
Ontario East	14	3	
Cancelled Rides (by Rider)	0	2	

Third Quarter Commentary and Trends

SBCTA's new ride hailing program generated 45 rides between four Metrolink stations and Ontario International Airport in the third quarter of FY 20/21, a -70% decrease from the prior year.

The majority of the requested rides (35) were ordered through the Lyft mobile app and 8 were dispatched from the call center. Eight repeat riders used the service during this quarter, 53% fewer repeat riders than the third quarter last year.

The Upland Metrolink Station was the second most common origin/destination after Ontario Airport.



8/13/2021

FY 2020/2021 Third Quarter Transit Report

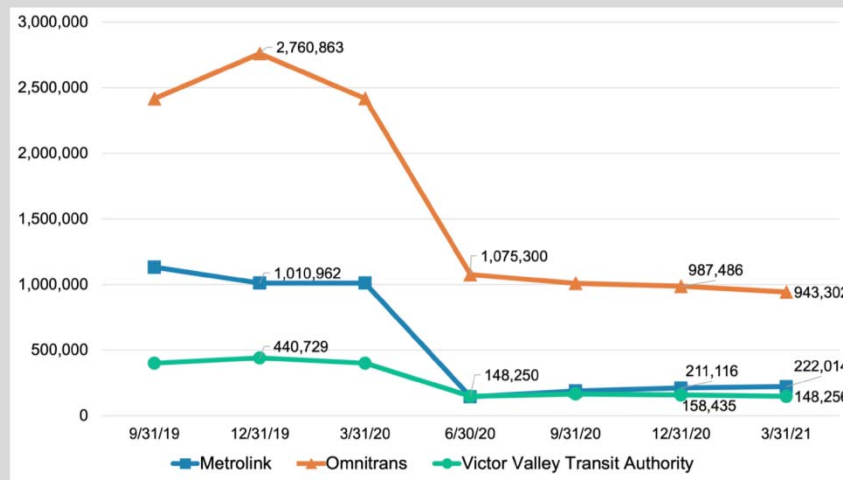
Nancy Strickert
Transit Manager



cta

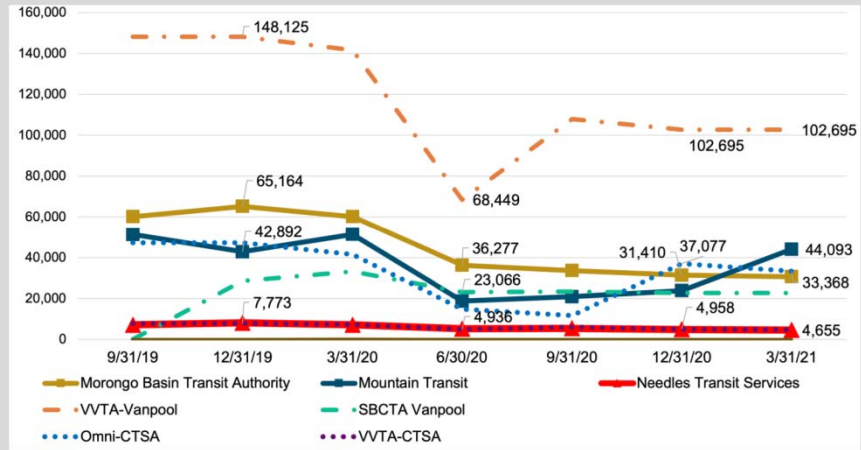
San Bernardino County
Transportation Authority

Third Quarter FY20/21 Passenger Trips for Large Operators



8/13/2021

Third Quarter FY20/21 Passenger Trips for Small Operators and Other Programs



County Marketing Campaigns

So glad you're back!
 Clean. Easy. Ready for you.

**HEALTH & SAFETY
 COMMITMENTS PROGRAM**

OmniTrans METROLINK
 MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT
 powered by sb cta

**Mask on? Phone on?
 Get on and GO!**
 Clean. Easy. Ready for you.

Download the Transit App to simplify your ride.

OmniTrans METROLINK
 MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT
 powered by sb cta



8/13/2021

“So Glad You’re Back” Campaign

Omnitrans
June 19 at 9:00 AM · 🌐
It's the first weekend as a re-opened California! As you get out and use transit, ride with confidence that Omnitrans is still disinfecting buses regularly and requiring masks inside enclosed buses and transit centers. We are ready to connect you where you want to go. See More

Mountain Transit - San Bernardino Mountains
June 9 at 9:03 AM · 🌐
We know things have felt uncertain in the world, but when you climb aboard one of our buses, you can count on us to get you where you're going safely. We are proud to be a part of a team that all shares a love of safety, ease and appreciation for YOU, our ... See More

Victor Valley Transit Authority
June 15 at 7:20 AM · 🌐
California Reopening Day! As the community reopens, Victor Valley Transit is ready to take you where you want to go! We continue to sanitize our vehicles with ProtechUSA, an advanced Anti-Microbial solution spray that safely protects from harmful microor... See More

Metrolink
June 10 at 5:00 PM · 🌐
Whether you ride with us or another public transportation option, we are all so happy to see you again! Regardless of the world's uncertainties, you can always count on us to get you where you're going safely. #Transit San Bernardino County Transportation Au... See More

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HEALTH & SAFETY COMMITMENTS PROGRAM

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METROLINK **cta**

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Download the Transit App to simplify your ride.

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Minute Action

AGENDA ITEM: 18

Date: September 1, 2021

Subject:

On-Call Services Contract Extension & West Valley Connector and Zero-emission Multiple Unit Program Management Services Contract Task Order Increase

Recommendation:

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

A. Approve Amendment No. 4 to Contract No. C14003 with Mott MacDonald Group, formerly Hatch Mott MacDonald, for On-Call Transit and Rail Services, extending the term from December 31, 2022 to June 30, 2025, and increasing the contract amount in accordance with Recommendation C, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements.

B. Approve Amendment No. 4 to Contract No. C14086 with WSP USA Inc., formerly Parsons Brinckerhoff, for On-Call Transit and Rail Services, extending the term from December 31, 2022 to June 30, 2025, and increasing the contract amount in accordance with Recommendation C, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements.

C. Approve a total not-to-exceed amount of \$6,600,000 for WSP USA Inc. (Contract No. C14086) and Mott MacDonald Group (Contract No. C14003) with \$3,400,000 from the West Valley Connector Project budget and \$3,200,000 from the Zero-emission Multiple Unit (ZEMU) Project budget, increasing the total allocation to these contracts from \$26,750,000 to \$33,350,000.

D. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 64 for the ZEMU Program Management Services to Mott MacDonald Group (Contract No. C14003) in an amount not-to-exceed \$3,200,000 in previously allocated Valley State Transit Assistance – Population Share funds.

E. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 71 for West Valley Connector Program Management Services with WSP USA Inc. (Contract No. C14086) in an amount not-to-exceed \$3,400,000 in Federal Transit Administration Section 5309 funds allocated to the Project from the American Rescue Plan Act of 2021.

F. Approve a budget amendment for the Fiscal Year 2021/2022 Budget for Task No. 0315 – Transit Capital with a substitution source of funds in an amount of \$3,400,000 Valley Measure I Express Bus/Bus Rapid Transit funds with Federal Transit Administration 5309 funds in the amount of \$3,400,000, for a zero net increase to the fiscal year budget.

Background:

In December 2013, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Contract No. C14003 to Mott MacDonald Group, formerly Hatch Mott MacDonald, and Contract No. C14086 to WSP USA Inc., formerly Parsons Brinckerhoff, for On-Call Transit and Rail Services and authorized a total not-to-exceed amount of \$20 million to be shared by both contracts through the contract task order process. Both contracts included a contract expiration date of December 31, 2018, and two (2) one-year options to extend the term of the contract. The use of the on-call services under the contract task

Entity: San Bernardino County Transportation Authority

order approach has been successful with the staffing being provided, having become familiar with SBCTA processes and procedures, and gaining efficiencies over time. In April 2018, the SBCTA Board approved an extension of the existing contracts to December 31, 2022, to better align with the existing major projects being delivered.

Based on the current schedules for the West Valley Connector Project (WVC) and the Zero-emission Multiple Unit (ZEMU) Project, staff is requesting the existing contracts be extended to June 30, 2025, with the additional time extension solely being for the Program Management Consultant (PMC) contract task orders (CTO) associated with these two projects. The amendments to the existing WVC CTO and ZEMU CTO are being recommended due to the consultants' extensive knowledge of the WVC and ZEMU projects, unique experience related to multiple unit passenger rail vehicles with respect to the ZEMU CTO, and substantial program management experience delivering a Federal Transit Administration Capital Investments Grant Program funded project with respect to WVC CTO. In addition, the amendments will allow both efforts to effectively continue on schedule as the existing teams are mobilized, have established relationships with the regulatory entities and various stakeholders, and are knowledgeable of the unique challenges for each project.

Additional funding capacity also needs to be added for these two projects. Currently, the funding plan for the WVC has sufficient funding available to support the cost of the WVC PMC services, however, the funding needs to be added to Contract No. C14086 to WSP USA Inc. Additional funding is needed for the ZEMU PMC CTO. Staff is seeking grant funding to close the gap, but at this time, is requesting delegation of authority to execute an amendment in the amount of \$3,200,000 for the remaining anticipated support work based on the backup funding plan included in the separate ZEMU specific item earlier on this agenda. In addition, a fiscal year budget amendment is required to swap Valley Measure I Express Bus/Bus Rapid Transit funds with Federal Transit Administration 5309 funds as SBCTA acquired additional funding for the WVC project.

In fall 2021, staff plans to bring forth a request to authorize the release of a Request for Proposals to establish a new bench for on-call services to support transit and rail activities. Aside from the WVC CTO and ZEMU CTO, the activities authorized under Contract No. 14003 and Contract No. C14086 would terminate on December 31, 2022; other needs would be met with the new on-call services bench. Attachment A provides a current listing of the CTOs authorized under the existing contracts.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. A budget amendment is requested in Recommendation F.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 12, 2021. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft amendments.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Board of Directors Agenda Item
September 1, 2021
Page 3

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

San Bernardino County Transportation Authority

TRANSIT AND RAIL ON-CALL SERVICES CONTRACTS (as of 8/4/2021)

MOTT MACDONALD GROUP - CLOSED CONTRACT TASK ORDERS (CTO)		
CTO Number	Fee	Description
CTO 08	\$452,890	Design Support Services Alabama/Colton Grade Crossings
CTO 10	\$57,939	Staff Analysis - FTA Grantee
CTO 12A	\$261,643	RPRP Operations Maintenance Approach Study
CTO 15	\$759,082	2015 Program Management Services
CTO 17	\$106,450	Transit and Specialized Transportation Planning Services
CTO 19	\$477,188	Environmental Monitoring & Reporting DSBPRP & SBTC
CTO 20	\$388,323	Support Services - Sierra & Juniper At-Grade Crossings
CTO 22	\$261,139	Upland Metrolink Station Land Use Constraints Analysis
CTO 23	\$1,135	Land Use Entitlement Research for DSBPRP/SBTC RDA Parcel
CTO 25	\$9,204	Construction Management Support - Alabama/Colton Grade Crossings
CTO 26	\$19,854	Right of Way Survey Services
CTO 31	\$83,342	Metrolink Stations - Title Conveyance Services
CTO 35	\$58,614	RPRP 2015 TIGER Grant Application
CTO 38	\$133,600	RPRP Comprehensive Ridership Update Study
CTO 41	\$3,290	2015 Gold Line TIRCP Grant Application
CTO 43	\$57,569	RPRP 2016 TIGER Grant Application
CTO 44	\$80,899	Zanja Bridge Removal Project
CTO 50	\$687,030	Hybrid Rail Study - Metrolink San Bernardino Line
CTO 52	\$34,976	2018 Victor Valley Transit Authority National Transit Database Assistance
CTO 53	\$98,265	RPRP FTA STOPS Ridership Forecast
CTO 54	\$957,173	Support Services - West Valley Connector Project
CTO 60	\$23,020	2018 Victor Valley Transit Authority National Transit Database Assistance
CTO 61	\$138,013	2018 TIRCP Grant Application - WVC and ZEMU
CTO 72	\$10,665	2019 Victor Valley Transit Authority National Transit Database Assistance
MOTT MACDONALD GROUP - OPEN CONTRACT TASK ORDERS		
CTO 32	\$644,426	Design Services - Shortway Subdivision Quiet Zone Project
CTO 48	\$157,879	Goldline Engineering Review Support Services
CTO 49	\$200,000	Minor Tech Studies Existing Metrolink Service Corridor
CTO 63	\$274,176	RPRP Vehicle Interface Support
CTO 64	\$3,148,810	Delivery & Design Support Services - ZEMU
CTO 65	\$88,036	Preliminary Arrow Service Schedule Development
CTO 11	\$6,122,635	Multi-year Staff Augmentation (2016-2022)

Total Combined Contract Authority
Issued
Remaining Balance

WSP USA, INC CLOSED CONTRACT TASK ORDERS		
CTO Number	Fee	Description
CTO 02	\$1,187,920	County Wide Transit Efficiency Study
CTO 03	\$19,633	SBTAM Modeling Study
CTO 06	\$222,070	Environmental Services - Active Transportation Projects/Metrolink Corrido
CTO 09	\$29,917	RPRP 2014 Tiger Grant Application
CTO 05	\$376,127	SBCTA Short Range Transit Plan
CTO 12B	\$276,231	RPRP Equipment & Maintenance Facility Study
CTO 21	\$0	Control Point Vernon Signal Modifications Signal Design - DSBPRP
CTO 27	\$13,775	Mountain Transit Radio System Assessment
CTO 33	\$377,893	RPRP Utility Investigation & Environmental Permits
CTO 36	\$14,762	RPRP 2015 TIGER Grant Application
CTO 39	\$217,910	Project Manager Support Services - Various Rail Projects
CTO 29	\$154,557	Metrolink Station Security Study
CTO 40	\$33,056	Ontario Airport Rideshare Connection to Metrolink Study
CTO 42	\$98,744	Phase II Assessment Properties Adjacent to the Upland Station
CTO 45	\$128,215	Project Management Support Services - Shortway Quiet Zone
CTO 46	\$254,055	Project Management Lilac-Rancho Double Track Project
CTO 47	\$23,307	Upland Metrolink Station Boarding Counts/Parking Needs Analysis
CTO 51	\$88,808	Mountain Transit Maintenance Facility Upgrade Study (Phase 1)
CTO 56	\$18,481	DSBPRP - Bus Bridge Station Ambassadors
CTO 57	\$39,866	Rialto Metrolink Station Boarding Count/Parking Needs Analysis
CTO 62	\$29,616	Upland Parking Lot Conceptual Design
CTO 66	\$46,016	Mountain Transit Maintenance Facility Upgrade Study (Phase 2)
CTO 68	\$806,217	Countywide Zero-Emission Bus Study
CTO 70	\$490,457	Consolidated Transit Services Study & Innovative Transit Review
WSP USA, INC OPEN CONTRACT TASK ORDER		
CTO 01	\$292,500	General Support Services for Transit Rail
CTO 37	\$185,279	On-Call Engineering Plan Review
CTO 58	\$58,732	On-Call Technical Support for Station Technical Advisory Committee
CTO 59	\$1,228,744	RPRP Maintenance Facility Design
CTO 67	\$293,192	Consolidated Storm Water Prevention Protection Plan Services - RPRP
CTO 69	\$767,302	Vanpool Program Implementation & Staff Support Services
CTO 71	\$2,971,274	Project Management Services for WVC

\$26,750,000
\$26,541,917
\$208,083

Acronyms

FTA	Federal Transit Administration
RPRP	Redlands Passenger Rail Project
DSBPRP	Downtown Passenger Rail Project
SBTC	San Bernardino Transit Center
RDA	Redevelopment Agency
TIGER	Transportation Investment Generating Economic Recovery Grant Program
TIRCP	Transit and Intercity Rail Capital Program
STOPS	Simplified Trips-on-Project Software
ZEMU	Zero-emission Multiple Unit
SBTAM	San Bernardino Transportation Analysis Model

General Contract Information

Contract No: 00-1000939/C14003 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 03013 Vendor Name: Mott MacDonald Group, Inc.

Description: On Call Transit and Rail Services

Dollar Amount							
Original Contract		\$	10,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	5,826,240.29	Prior Amendments		\$	-
Current Amendment		\$	3,200,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	19,026,240.29	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	19,026,240.29

Contract Authorization

Board of Directors Date: 09/01/2021 Board Item # 7898

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Federal/State/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 12/04/2013 Expiration Date: 12/31/2022 Revised Expiration Date: 06/30/2025

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	19,026,240.29	\$	-
GL	Mult	30	0315	Mult	52005	00000000			15,826,240.29		-
GL	1050	30	0315	0336	52005	42218001	STA Rail	3,200,000.00			-
GL								-			-
GL								-			-
GL								-			-
GL								-			-
GL								-			-
GL								-			-
GL								-			-
GL								-			-

Victor Lopez

Project Manager (Print Name)

Carrie Schindler

Task Manager (Print Name)

Additional Notes: Total dollar authority for On Call Transit and Rail Services is \$33,350,000 and is shared between Contract 00-1000940/C14086 (WSP USA, Inc.) and Contract 00-1000939/C14003 (Mott MacDonald Group, Inc.)

Attachment: C14003/00-1000939 CSS Amend 4 (7898 : On-call Services Amendments & WVC and ZEMU Contract Task Order)

AMENDMENT NO. 4 TO CONTRACT NO. C14003

FOR

ON-CALL TRANSIT AND RAIL SERVICES

(MOTT MACDONALD GROUP, INC.)

This AMENDMENT No. 4 to Contract No. C14003 ("Amendment") is made by and between Mott Macdonald Group, Inc. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. C14003, has engaged CONSULTANT to provide on-call transit and rail work; and
- B. On February 6, 2014, SBCTA and CONSULTANT entered into Amendment No. 1 to modify contract language; and
- C. On June 17, 2014, SBCTA and CONSULTANT entered into Amendment No. 2 to modify contract language; and
- D. On May 2, 2018, SBCTA and CONSULTANT entered into Amendment No. 3 to increase the contract amount and extend the contract term; and
- E. SBCTA and CONSULTANT desire to amend the contract increasing the contract amount and extending the contract term; and

NOW THEREFORE, the Parties mutually agree to amend Contract No. C14086 as follows:

1. The Contract term in Article 2 "CONTRACT TERM" is extended through June 30, 2025 for services provided under Contract Task Order 64, issued for Zero-Emission Multiple Unit Design and Support Services, only.
2. Delete paragraph 3.2 of Article 3 "COMPENSATION" in its entirety and replace with the following:

"The total Not-To-Exceed Amount for all Task Orders issued to CONSULTANT is Thirty Three Million Three Hundred Fifty Thousand Dollars (\$33,350,000), subject to the terms of 3.3 below. All services provided on an hourly cost basis shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Billing Rate Schedule" and the executed Task Order. The hourly labor rates identified in Exhibit B, shall remain fixed for the term of this Contract, with the exception of payment of required Prevailing Wages as identified in 3.4 herein, and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. Any travel expenses must be pre-approved, in writing,

by SBCTA and shall be reimbursed per diem 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 for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract. The fixed overhead rate will not be subject to adjustment, unless mutually agreed to by both Parties. Any increase over the direct labor rate in Exhibit B is not permitted without prior written authorization from SBCTA and in accordance with the Contract.”

3. Except as amended by this Amendment No. 4, all other provisions of Contract No. C14003, as amended, remain in full force and effect.
4. The Recitals set forth above are incorporated herein by this reference.
5. This Amendment No. 4 shall be effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 4 below.

MOTT MACDONALD GROUP, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Joe Toolson
Vice President

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

**Exhibit “B”
Hourly Rates
Contract No. C14003
On-call Transit and Rail Services**

	Range	
	Low	High
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director	\$230	\$290
Contract Manager	\$210	\$260
Program Manager	\$210	\$260
Quality Control	\$190	\$220
Project Manager	\$120	\$220
Project Controls(Estimator, Scheduler)	\$140	\$220
Rail Road Management Specialist	\$150	\$320
Grants Manager	\$130	\$230
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner	\$280	\$340
Senior Planner	\$170	\$220
Planner	\$160	\$200
Planning Analyst	\$140	\$180
Planning Specialist	\$150	\$190
Modeler	\$90	\$200
Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI		
Principal Transit Planner	\$280	\$340
Senior Transit Planner	\$170	\$250
Transit Planner	\$160	\$230
Transit Analyst	\$180	\$290
Transit Specialist	\$170	\$250
Operational Modeler	\$90	\$180
Financial Analyst	\$340	\$420
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner	\$210	\$270
Senior Environmental Planner	\$200	\$250
Environmental Planner	\$130	\$230
Environmental Analyst	\$130	\$220
Environmental Specialist	\$90	\$210
Senior Biologist	\$90	\$210
Biologist	\$90	\$210

	Range	
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, MOW, MOE	Low	High
Managing Engineer	\$240	\$310
Principal Engineer	\$200	\$260
Senior Engineer	\$160	\$200
Engineer	\$110	\$160
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager	\$180	\$280
Resident Engineer	\$160	\$280
Office Engineer	\$150	\$190
Inspector	\$80	\$190
Safety Officer	\$120	\$160
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor	\$180	\$230
Party Chief	\$120	\$180
Rodman/Chainman	\$120	\$160
Instrument Person	\$120	\$170
Right-of-Way - Acquisition, Appraisals		
Managing Agent	\$190	\$240
Senior Agent	\$120	\$180
Agent	\$70	\$100
Appraiser	\$60	\$90
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer	\$150	\$200
Principal Engineer	\$170	\$210
Senior Engineer	\$110	\$140
Engineer	\$80	\$110
Field Technician	\$180	\$220
Lab Technician	\$60	\$90
CADD - Support for all Classifications		
Senior CADD Operator	\$60	\$100
CADD Operator	\$50	\$90
	Range	
Administration - Support for all Classifications	Low	High

Senior Administrative Assistant	\$50	\$100
Administrative Assistant	\$40	\$80
Graphic Designer	\$90	\$110

- Rate may be adjusted annually based on contract requirements.
- Filed overhead rates will be applied for field personnel.

General Contract Information

Contract No: 00-1000940/C14086 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 01610 Vendor Name: WSP USA Inc.

Description: On Call Transit and Rail Services

Dollar Amount							
Original Contract		\$	10,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	923,760.71	Prior Amendments		\$	-
Current Amendment		\$	3,400,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	14,323,760.71	Total Contingency Value		\$	-
			Total Dollar Authority (Contract Value and Contingency)			\$	14,323,760.71

Contract Authorization

Board of Directors _____ Date: 09/01/2021 Board _____ Item # 7898

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A No Budget Adjustment _____

Federal/State/Local _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date: 12/04/2013 Expiration Date: 12/31/2022 Revised Expiration Date: 06/30/2025

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: _____ Total Contingency: _____

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	14,323,760.71	\$	-
GL	Mult	30	0315	Mult	52005	00000000			10,923,760.71		-
GL	2130	30	0315	0334	52005	42107006	ARPA FTA 5309(h)		3,400,000.00		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-

Victor Lopez

Project Manager (Print Name)

Carrie Schindler

Task Manager (Print Name)

Additional Notes: Total dollar authority for On Call Transit and Rail Services is \$33,350,000 and is shared between Contract 00-1000940/C14086 (WSP USA, Inc.) and Contract 00-1000939/C14003 (Mott MacDonald Group, Inc.)

Attachment: C14086/00-1000940 CSS Amend 4 (7898 : On-call Services Amendments & WVC and ZEMU Contract Task Order)

AMENDMENT NO. 4 TO CONTRACT NO. C14086

FOR

ON-CALL TRANSIT AND RAIL SERVICES

(WSP USA INC.)

This AMENDMENT No. 4 to Contract No. C14086 ("Amendment") is made by and between WSP USA INC. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. C14086, has engaged CONSULTANT to provide on-call transit and rail work; and
- B. On February 5, 2014, SBCTA and CONSULTANT entered into Amendment No. 1 to modify contract language as included with the Request for Proposals; and
- C. On November 19, 2014, SBCTA and CONSULTANT entered into Amendment No. 2 to modify contract language; and
- D. On May 10, 2018, SBCTA and CONSULTANT entered into Amendment No. 3 to increase the contract amount and extend the contract term; and
- E. SBCTA and CONSULTANT desire to amend the contract increasing the contract amount and extending the contract term; and

NOW THEREFORE, the Parties mutually agree to amend Contract No. C14086 as follows:

- 1. The contract term in Article 2 "CONTRACT TERM," is extended through June 30, 2025 for services provided under Contract Task Order 71, issued for the West Valley Connector Support Services, only.
- 2. Paragraph 3.2 of Article 3 "COMPENSATION" is deleted in its entirety and replaced with the following:

"The total Not-To-Exceed Amount for all Task Orders issued to CONSULTANT is Thirty Three Million Three Hundred Fifty Thousand Dollars (\$33,350,000), subject to the terms of 3.3 below. All services provided on an hourly cost basis shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Billing Rate Schedule" and the executed Task Order. The hourly labor rates identified in Exhibit B, shall remain fixed for the term of this Contract, with the exception of payment of required Prevailing Wages as identified in 3.4 herein, and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. Any travel expenses must be pre-approved, in writing, by SBCTA and shall be reimbursed per diem 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 for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract. The fixed overhead rate will not be subject to adjustment, unless mutually agreed to by both Parties. Any increase over the direct labor rate in Exhibit B is not permitted without prior written authorization from SBCTA and in accordance with the Contract.”

3. Except as amended by this Amendment No. 4, all other provisions of Contract No. C14086, as amended, remain in full force and effect.
4. The Recitals set forth above are incorporated herein by this reference.
5. This Amendment No. 4 shall be effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 4 below.

WSP USA INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Victor Martinez
Vice President/District Business Line
Leader

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Hillary Jassey
Corporate Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Exhibit “B”
Hourly Rates
Contract No. C14086
On-call Transit and Rail Services

Title	Range (\$/Hr)	
Principal-In-Charge	\$280	\$310
Contract/Program Manager	\$230	\$250
Task Leader	\$230	\$260
Project Manager	\$200	\$230
Safety and Security	\$195	\$215
Railroad Coordinator	\$200	\$230
Project Administrator	\$85	\$105
Clerical	\$40	\$60
QA/QC Manager	\$190	\$215
Project Controls	\$125	\$180
Document Control	\$100	\$130
IT Specialist	\$130	\$150
Project/Task Specialist	\$215	\$240
Ops/Engineering Specialist	\$225	\$250
Finance/Grants Specialist	\$275	\$300
Est/Cost/Risk Specialist	\$255	\$280
System Modeling Specialist	\$190	\$210
Modeling Support	\$80	\$100
Senior Planner	\$240	\$270
Planner	\$140	\$165
Sr. Environmental	\$180	\$200
Environmental Support	\$115	\$150
Sr. Architect	\$190	\$205
Architect	\$185	\$205
TOD/Land Use/Permitting	\$170	\$190
Sr. Engineer	\$170	\$220
Engineer	\$125	\$160
Engineering Intern	\$55	\$80
CADD Designer	\$105	\$130
Design Visualization	\$150	\$180
Computer Graphics	\$85	\$110
**Sr. Resident Engineer	\$175	\$200
**Resident Engineer	\$140	\$170
**Office Engineer	\$110	\$140
**Survey Crew (2-Man)	\$220	\$250
Survey Technician	\$130	\$160
**Field Survey	\$120	\$150
**Sr. Inspector	\$125	\$145
**Inspector	\$90	\$125

**Denotes Field Position

Rates may be adjusted annually based on contract requirements.

Minute Action

AGENDA ITEM: 19

Date: September 1, 2021

Subject:

Stoddard Wells Road Widening Funding Agreement

Recommendation:

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

- A. Allocate \$1,120,500 in Victor Valley Major Local Highway Program funds to the Town of Apple Valley for the Stoddard Wells Road Widening Project.
- B. Approve Funding Agreement No. 22-1002675 in the amount of \$1,120,500 with the Town of Apple Valley for the Stoddard Wells Road Widening Project.

Background:

The Town of Apple Valley (Town) has requested a funding allocation for their next highest priority project, the Stoddard Wells Road Widening Project (Project). The Project generally consists of roadway and shoulder reconstruction on Stoddard Wells Road from the Interstate 15 (I-15) freeway on/off ramp to Johnson Road. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing and striping. The project is currently advertised for construction bids and is expected to begin construction activity in September 2021.

While the Project was not identified for funding in the 2019 Update to the 10-Year Delivery Plan, it has since been prioritized by the Town above other projects that were included for the Town. The estimated construction cost is \$2.49 million, of which the Public Share is \$1,120,500. Staff recommends approval of the allocation as sufficient funding capacity exists in the Victor Valley Major Local Highway Projects Program to support the requested Public Share amount.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 20, 2021. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

Entity: San Bernardino County Transportation Authority

Contract Summary Sheet

19.a

General Contract Information

Contract No: 22-1002675 Amendment No.: _____

Contract Class: Payable Department: Fund Administration

Vendor No.: 00194 Vendor Name: Town of Apple Valley

Description: Stoddard Wells Road Widening Project Funding Agreement

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	1,120,500.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,120,500.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,120,500.00

Contract Authorization

Board of Directors Date: 09/01/2021 Board Item # 7929

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A No Budget Adjustment N/A

Funding Allocation N/A

Accounts Payable

Estimated Start Date: 09/01/2021 Expiration Date: 12/31/2022 Revised Expiration Date: _____

NHS: N/A QMP/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	4230	50	0550	0516	54840	41100000	Victor Valley MLHP	\$	1,120,500.00
GL								\$	-
GL								\$	-
GL								\$	-
GL								\$	-
GL								\$	-
GL								\$	-
GL								\$	-
GL								\$	-
GL								\$	-
GL								\$	-

Michele Fogerson

Andrea Zureick

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.002.245.54840

Attachment: 22-1002675 CSS - Revised - 03-03-2021 2:51pm - Blank (7929 : Stoddard Wells Road Widening Funding Agreement)

PROJECT FUNDING AGREEMENT NO. 22-1002675

FOR

STODDARD WELLS ROAD WIDENING PROJECT

(TOWN OF APPLE VALLEY)

THIS Project Funding Agreement (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the Town of Apple Valley (“TOWN”). SBCTA and TOWN are each a “Party” or collectively “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (“MLHP”) funds; and
- B. The Stoddard Wells Road Widening Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. SBCTA prepared a study, referenced herein as the Nexus Study, dated November 2, 2011, updated every two years in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in TOWN the SBCTA Public Share as 45% and the TOWN Developer Share as 55%, and
- D. TOWN identified a need of \$1,120,500 to complete construction of the PROJECT; and
- E. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to \$1,120,500 from Measure I 2010-2040 MLHP funds for the PROJECT; and
- F. PROJECT WORK is defined as the Construction Phase of the PROJECT; and
- G. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan including the use of Development Impact Fees by TOWN to pay its share of PROJECT costs; and;
- H. TOWN desires to proceed with the PROJECT WORK in a timely manner; and
- I. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and

J. SBCTA and TOWN are entering into this Agreement with the understanding that SBCTA will reimburse TOWN for eligible PROJECT WORK expenditures with MLHP funds.

NOW, THEREFORE, SBCTA and TOWN agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT WORK up to a maximum of \$1,120,500 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this agreement.
2. To reimburse TOWN within 30 days after TOWN submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by TOWN up to a maximum amount identified in Section I, Paragraph 1 of this Agreement, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed \$1,120,500 in MLHP Funds unless Agreement is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by TOWN staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.

3. To abide by all applicable SBCTA, TOWN, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
4. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at TOWN Hall. Copies will be made and furnished by TOWN upon written request by SBCTA.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this Agreement. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this Agreement and for those PROJECT WORK-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this Agreement.
9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due TOWN from any source under SBCTA's control.
10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to

provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.

11. As an eligible PROJECT WORK expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and TOWN.
12. To include in all contracts between CITY and contractors for the PROJECT WORK the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost, shall be borne by TOWN unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.
3. In the event TOWN determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this Agreement. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by TOWN for PROJECT WORK-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to

be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement.

6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless TOWN, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.
7. In the event TOWN and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, TOWN and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This Agreement will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2022, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by TOWN within twelve (12) months of the Effective Date of this Agreement.
9. SBCTA may terminate this Agreement if TOWN fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
10. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
11. Attachment A, Description of Project and Milestones, and Attachment B, Summary of Estimated Costs, are attached to and incorporated into this Agreement.
12. The Agreement may be signed in counterparts, each of which shall constitute an original.
13. This Agreement is effective and shall be dated on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF APPLE VALLEY

By: _____
Curt Hagman, President
Board of Directors

By: _____
Curt Emick
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Thomas Rice
Town Attorney

Date: _____

Attachment: 22-1002675 (7929 : Stoddard Wells Road Widening Funding Agreement)

Attachment A

STODDARD WELLS ROAD WIDENING PROJECT Description of Project and Milestones

Project Title		
Stoddard Wells Road Widening Project		
Location, Project Limits, Description, Scope of Work		
The project will widen Stoddard Wells Road from 2 to 4 lanes from I-15 to Johnson Road.		
Project Milestone	Proposed	
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	2/1/2020	
Circulate Draft Environmental Document	Document Type	
Draft Project Report		
End Environmental Phase (PA&ED Milestone)	6/30/2020	
Begin Design (PS&E) Phase	7/14/2020	
End Design Phase (Ready to List for Advertisement Milestone)	7/12/2021	
Begin Right of Way Phase	7/14/2020	
End Right of Way Phase (Right of Way Certification Milestone)	6/30/2021	
Begin Construction Phase (Contract Award Milestone)	9/13/2021	
End Construction Phase (Construction Contract Acceptance Milestone)	2/26/2022	
Begin Closeout Phase	3/1/2022	
End Closeout Phase (Closeout Report)	12/31/2022	

Attachment: 22-1002675 (7929 : Stoddard Wells Road Widening Funding Agreement)

ATTACHMENT B

STODDARD WELLS ROAD WIDENING PROJECT Summary of Estimated Costs

Phase	Total Cost	SBCTA Share ⁽¹⁾ 45%	TOWN Share 55%
PA&ED	\$0	\$0	\$0
PS&E	\$167,297	\$0	\$167,297
ROW	\$0	\$0	\$0
CON	\$2,490,000	\$1,120,500	\$1,369,500
TOTAL	\$2,655,000	\$1,120,500	\$1,536,797

(1) SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement

Minute Action

AGENDA ITEM: 20

Date: *September 1, 2021*

Subject:

State Legislative Update

Recommendation:

Receive the August 2021 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates California Advisors, LLC reported to the Legislative Policy Committee on August 11th the on-going negotiations on Fiscal Year (FY) 2021-22 budget trailer bills and outlook on various pieces of legislation.

On July 16th, legislators adjourned to begin their four-week summer break. The Legislature will reconvene on Monday, August 16th. Upon their return, lawmakers will have approximately six weeks to finish final changes to bills. The bills must be reported out of the fiscal committees by August 27th. This means fiscal committees will meet and hold their “Suspense File Hearing”, before shifting to the final two-weeks of floor sessions only. The end of session deadline for each house to pass bills is Friday, September 10th.

Before adjourning for summer recess, the Legislature passed several budget bills and wrapped up policy committee hearings. Specifically, lawmakers passed Senate Bill 129 (SB 129) by Senator Nancy Skinner (D- Berkeley), a “Budget Bill Junior” that reflects the majority of the FY 2021-22 state budget agreement. The measure reflects total spending of \$262.6 billion, of which \$196.4 billion is General Fund funding, and total General Fund reserves equaling a record \$25.2 billion. Governor Gavin Newsom subsequently signed the bill on the evening of July 12th. Newsom had previously signed Assembly Bill 128 (AB 128) Assemblyman Philip Ting (D-San Francisco) on June 28th as a placeholder while the additional details of the deal continued to be worked out. Even with this final agreement on a state spending plan, additional “Budget Bill Juniors” and related budget-implementing legislation known as trailer bills are anticipated in the coming weeks.

According to the Governor’s office, they will continue to work with the Legislature this summer to enact a comprehensive transportation package that reflects investments in infrastructure, including \$4.2 billion in General Obligation bond funds dedicated for the High-Speed Rail project, and \$3.5 billion General Fund for high-priority transit projects, grade crossings, zero emission rail equipment, active transportation, and climate adaptation projects. The budget contains \$2.3 billion in special funds and federal funds to repair state highways, local roads, local bridges, and accelerate rail projects. AB 149 was this year’s transportation trailer bill. This contained the extensions of statutory relief put into place last year for transit agencies that are still dealing with the impacts of COVID-19.

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

Board of Directors Agenda Item

September 1, 2021

Page 2

In addition, legislators were allowed to submit requests for funding to be included in the budget trailer bills for district specific projects. Although no transportation requests in San Bernardino County were included in the budget bills, several programs and projects were included:

- \$103,000 for the County of San Bernardino for Community Health Association Inland Southern Region, Medical Assistant Workforce Development Program.
- \$335,000 for the San Bernardino County Department of Public Health for San Bernardino Unified School District partnership: mental health Multi-Tiered System of Support funding.
- \$1,500,000 to the County of San Bernardino for Ayala Park.
- \$1,000,000 to the City of San Bernardino for the Garcia Center for the Arts.
- \$2,500,000 to the City of San Bernardino for the California Theater repairs and upgrades.
- \$2,000,000 to the County of San Bernardino for the Sheriff's Department HOPE Program.
- \$1,500,000 to the City of Colton for the City of Colton Fire Department for a fire truck.
- \$12,000,000 to the County of San Bernardino Fire Protection District for Yucca Valley Fire Station.

Attachment A contains a list of legislative bills that SBCTA / San Bernardino Associated Governments (SBCOG) have taken a position on.

Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on August 11, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - August 2021

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 1260 (Chen)	Exempt from the requirements of the California Environmental Quality Act (CEQA) projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.	Passed Senate Committee on Environmental Quality, referred to Senate Appropriations Committee. (6/28/21)	Support / Sponsor	03/10/2021
SB 9 (Atkins)	Would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Would also require local governments to ministerially approve urban lot splits.	Passed Assembly Committee on Housing and Community Development, referred to Assembly Appropriations Committee. (6/23/21)	Oppose	03/10/2021
AB 1296 (Kamlager)	Would increase the number of members of the board of the South Coast Air Quality Management District to 15 members by adding 2 environmental justice appointees, one appointed by the Senate Committee on Rules and one appointed by the Speaker of the Assembly.	Failed committee deadline, 2 year bill (5/07/21)	Oppose	03/10/2021
SB 266 (Newman)	Provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring three properties into the state park system.	Passed Assembly Committee on Water, Parks and Wildlife, referred to Assembly Appropriations Committee. (7/14/21)	Support	04/14/2021
SB 623 (Newman)	Update SB 1268 to be consistent with the Legislature's intent to protect toll road users' information from being used inappropriately while also ensuring toll agencies can operate their business without litigation.	Failed committee deadline, 2 year bill (4/30/21)	Support	04/14/2021

Attachment: Bill position matrix 8-21 (7882 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - August 2021

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 703 (Rubio)	Remove the requirements of the Ralph M. Brown Act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment.	Failed committee deadline, 2 year bill (5/07/21)	Support	04/14/2021
AB 744 (Rodriguez)	Allow the California Department of Transportation to relinquish approximately eight miles of State Route 83 to the City of Ontario.	Passed Senate Committee on Transportation, referred to Senate Appropriations Committee. (7/05/21)	Support	04/14/2021
SB 278 (Leyva)	Establish new procedures and requirements for employees covered by the California Public Employee Retirement System (CalPERS) in cases where their pensionable benefits are erroneously calculated and reported to CalPERS by their employer.	Passed Assembly Committee on Public Employment and Retirement, referred to Assembly Appropriations Committee. (7/07/21)	Work With Author	04/14/2021
SB 840 (Holden)	Require the county transportation commissions in the Counties of Los Angeles and San Bernardino to jointly develop, in consultation with certain governmental agencies, a funding and implementation program for regional transit services to include service to international airports within the multicounty region.	Failed committee deadline, 2 year bill. (4/30/21)	Oppose	04/14/2021

Attachment: Bill position matrix 8-21 (7882 : State Legislative Update)

AB 43

(Friedman D) Traffic safety.

Current Text: Amended: 7/14/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Current law establishes various default speed limits for vehicles upon highways, as specified. Current law authorizes state and local authorities to adjust these default speed limits, as specified, based upon certain findings determined by an engineering and traffic survey. Current law defines an engineering and traffic survey and prescribes specified factors that must be included in the survey, including prevailing speeds and road conditions. Current law authorizes local authorities to consider additional factors, including pedestrian and bicyclist safety. This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups, as specified.

AB 339

(Lee D) Local government: open and public meetings.

Current Text: Amended: 7/5/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 7/14/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 13) Re-referred to Com. on APPR.

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Under existing law, a member of the legislative body who attends a meeting where action is taken in violation of this provision, with the intent to deprive the public of information that the member knows the public is entitled to, is guilty of a crime. This bill would require local agencies to conduct meetings subject to the act consistent with applicable state and federal civil rights laws, as specified.

AB 361

(Rivas, Robert D) Open meetings: local agencies: teleconferences.

Current Text: Amended: 7/6/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 7/15/2021-Read second time. Ordered to third reading.

Summary: Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risk to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

AB 464

(Mullin D) Enhanced Infrastructure Financing Districts: allowable facilities and projects.

Current Text: Chaptered: 6/29/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 6/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 25, Statutes of 2021.

Summary: Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community, including, but not limited to, the acquisition, construction, or repair of industrial structures for private use. This bill would include, in the list of facilities and projects the district may fund, the acquisition, construction, or repair of commercial structures by the small business, as defined, occupant of such structures, if certain conditions are met, and facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

AB 473

(Chau D) California Public Records Act.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 7/8/2021-From Consent Calendar. Ordered to third reading.

Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would recodify and reorganize the provisions of the act. The bill would include provisions to govern the effect of recodification and state that the bill is intended to be entirely nonsubstantive in effect. The bill would contain related legislative findings and declarations. The bill would become operative on January 1,

AB 474 (Chau D) California Public Records Act: conforming revisions.**Current Text:** Amended: 6/21/2021 [html](#) [pdf](#)**Introduced:** 2/8/2021**Status:** 7/8/2021-From Consent Calendar. Ordered to third reading.**Summary:** Would enact various conforming and technical changes related to another bill, AB 473, which recodifies and reorganizes the California Public Records Act. This bill would only become operative if AB 473 is enacted and reorganizes and makes other nonsubstantive changes to the California Public Records Act that become operative on January 1, 2023. The bill would also specify that any other bill enacted by the Legislature during the 2021 calendar year that takes effect on or before January 1, 2022, and that affects a provision of this bill shall prevail over this act, except as specified.**AB 482 (Ward D) Housing authorities: City of San Diego, County of San Bernardino, and County of Santa Clara: middle-income housing projects pilot program.****Current Text:** Enrollment: 7/5/2021 [html](#) [pdf](#)**Introduced:** 2/8/2021**Status:** 7/12/2021-Withdrawn from Engrossing and Enrolling. Held at Desk.**Summary:** The Housing Authorities Law authorizes a housing authority of a city or county to, among other things, prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. Current law, until January 1, 2022, authorizes a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as defined, if the project receives gap financing, as defined. Current law requires any gap financing to be approved by the housing authority's legislative body, as provided. Current law requires the housing authority to provide a report to the Legislature, as specified, on and before January 1, 2020, and on or before January 1, 2022. This bill would extend the authority of a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement the above-described pilot program from January 1, 2022, to January 1, 2026.**AB 571 (Mayes I) Planning and zoning: density bonuses: affordable housing.****Current Text:** Amended: 5/3/2021 [html](#) [pdf](#)**Introduced:** 2/11/2021**Status:** 7/15/2021-From committee: Be ordered to second reading pursuant to Senate Rule 28.8.**Summary:** The Density Bonus Law requires a city or county to provide a developer that proposes a housing development in the city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to, among other things, construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents, including lower income students. Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would prohibit affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, from being imposed on a housing development's affordable units.**AB 604 (Daly D) Road Maintenance and Rehabilitation Account: apportionment of funds: accrued interest****Current Text:** Introduced: 2/11/2021 [html](#) [pdf](#)**Introduced:** 2/11/2021**Status:** 7/15/2021-In committee: Referred to suspense file.**Summary:** Would continuously appropriate interest earnings derived from revenues deposited in the Road Maintenance and Rehabilitation Account to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program.**AB 634 (Carrillo D) Density Bonus Law.****Current Text:** Amended: 4/20/2021 [html](#) [pdf](#)**Introduced:** 2/12/2021**Status:** 6/21/2021-Read second time. Ordered to third reading.**Summary:** The Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct specified percentages of units for lower income, very low income, or senior citizen housing, among other things, and meets other requirements. Current law prescribes an application process for a city or county to follow in this regard. Current law specifies that, if permitted by local ordinance, that law is not to be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in these provisions for a development that meets specified requirements or from granting a proportionately lower density bonus than what is required for developments that do not meet these requirements. This bill would also provide that, if permitted by local ordinance, the Density Bonus Law is not to be construed to prohibit a city, county, or city and county from requiring an affordability period that is

longer than 55 years for any units that qualified the applicant for the award for the density bonus developed in compliance with a local ordinance that requires, as a condition of development of residential units, that a development include a certain percentage of units that are affordable to, and occupied by low-income, lower income, very low income, or extremely low income households and that will be financed without low-income housing tax credits.

AB 712 (Calderon D) Local Agency Public Construction Act: change orders: County of Los Angeles.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 95, Statutes of 2021.

Summary: The Local Agency Public Construction Act regulates contracting by local agencies, including counties and special districts. The act, for a county, imposes a \$5,000 cap when the total amount of the original contract does not exceed \$50,000. For any original contract that exceeds \$50,000, but does not exceed \$250,000, the cap is 10% of the amount of the original contract. For contracts whose original cost exceeds \$250,000, the cap is \$25,000 plus 5% of the amount of the original contract cost in excess of \$250,000, and prohibits a change or alteration cost from exceeding \$210,000. This bill would authorize the County of Los Angeles to add a new change order cap of \$400,000 for contracts whose original cost exceeds \$25,000,000 and of \$750,000 for contracts whose original cost exceeds \$50,000,000, both of which would be adjusted annually to reflect the percentage change in the California Consumer Price Index.

AB 713 (Garcia, Cristina D) State Air Resources Board: greenhouse gas emissions scoping plan: comprehensive health analysis.

Current Text: Amended: 5/24/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/15/2021-In committee: Referred to suspense file.

Summary: The State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse. This bill would require the state board to conduct a comprehensive health analysis in conjunction with the development of each update of the scoping plan that includes a framework to provide an overview of the breadth of health impacts and health benefits that may accrue from the outcomes in the scoping plan, as specified.

AB 721 (Bloom D) Covenants and restrictions: affordable housing.

Current Text: Amended: 7/5/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/14/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 2.) (July 13) Re-referred to Com. on APPR.

Summary: Would make any recorded covenants, conditions, restrictions, or limits on the use of private or publicly owned land contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale that restricts the number, size, or location of the residences that may be built on the property, or that restricts the number of persons or families who may reside on the property, unenforceable against the owner of an affordable housing development, as defined, if an approved restrictive covenant affordable housing modification document has been recorded in the public record, as provided, unless a specified exception applies.

AB 744 (Rodriguez D) State highways: State Route 83: reduction.

Current Text: Amended: 4/5/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/5/2021-In committee: Referred to suspense file.

Summary: Would authorize the California Transportation Commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

AB 773 (Nazarian D) Street closures and designations.

Current Text: Amended: 7/5/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/14/2021-Read second time. Ordered to third reading.

Summary: Would authorize a local authority to adopt a rule or regulation by ordinance to implement a slow street program, which may include closures to vehicular traffic or through vehicular traffic of neighborhood local streets with connections to citywide bicycle networks, destinations that are within walking distance, or green space. The bill would require the local authority to meet specified condition: to implement a slow street, including a determination that closure or traffic restriction is necessary for

the safety and protection of persons using the closed or restricted portion of the street, conducting outreach and engagement process, and clearly designating the closure or traffic restriction with specific signage.

AB 811 (Rivas, Luz D) Los Angeles County Metropolitan Transportation Authority: contracting.

Current Text: Amended: 4/6/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 6/30/2021-Read second time. Ordered to third reading.

Summary: Current law authorizes the Los Angeles County Metropolitan Transportation Authority to enter into contracts with private entities that combine into a single contract all or some of the planning, design, permitting, development, joint development, construction, construction management acquisition, leasing, installation, and warranty of some or all components of transit systems and certain facilities. Current law authorizes the authority to award a contract under these provisions after a finding, by a 2/3 vote of the members of the authority, that awarding the contract will achieve for the authority, among other things, certain private sector efficiencies in the integration of design, project work, and components. This bill would eliminate the requirement to make the above-described finding by a 2/3 vote of the members of the authority in order to award contracts under these provisions and would instead apply this requirement to contracts that include operation and maintenance elements.

AB 819 (Levine D) California Environmental Quality Act: notices and documents: electronic filing and posting.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 97, Statutes of 2021.

Summary: CEQA requires, if an environmental impact report is required, the lead agency to mail a notice of determination to each responsible agency, the Office of Planning and Research, and public agencies with jurisdiction over natural resources affected by the project. CEQA requires the lead agency to provide notice to the public and to organizations and individuals who have requested notices that the lead agency is preparing an environmental impact report, negative declaration, or specified determination. CEQA requires notices for an environmental impact report to be posted in the office of the county clerk of each county in which the project is located. This bill would instead require the lead agency to mail or email those notices, and to post them on the lead agency's internet website. The bill would also require notices of an environmental impact report to be posted on the internet website of the county clerk of each county in which the project is located.

AB 897 (Mullin D) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans.

Current Text: Amended: 7/14/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Current law requires, by July 1, 2017, and every 3 years thereafter, the Natural Resources Agency to update, as prescribed, the state's climate adaptation strategy, known as the Safeguarding California Plan. Current law establishes the Office of Planning and Research in state government in the Governor's office. Current law establishes the Integrated Climate Adaptation and Resiliency Program to be administered by the office to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change, as prescribed. This bill would authorize eligible entities, as defined, to establish and participate in a regional climate network, as defined. The bill would require the office, through the program, to encourage the inclusion of eligible entities with land use planning and hazard mitigation planning authority into regional climate networks. The bill would authorize a regional climate network to engage in activities to address climate change, as specified.

AB 950 (Ward D) Department of Transportation: sales of excess real property: affordable housing, emergency shelters, and feeding programs.

Current Text: Amended: 7/13/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 7/13/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Would authorize the Department of Transportation to sell its excess real property to the city, county, or city and county where the real property is located if the city, county, or city and county agrees to use the real property for the sole purpose of implementing affordable housing, emergency shelters, or feeding programs, as specified. The bill would exempt these sales from the California Environmental Quality Act, except the department would be required to file a notice of exemption with the Office of Planning and Research and the county clerk of the county in which the real property is located.

AB 955 (Quirk D) Highways: encroachment permits: broadband facilities.

Current Text: Amended: 5/24/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 7/5/2021-In committee: Referred to suspense file.

Summary: This bill would establish additional procedures for the Department of Transportation's review of an application for an encroachment permit for a broadband facility. Under the bill, these procedures would require the department, among other things, to notify an applicant in writing whether the application is complete within 30 days of receiving an application, to take certain actions if it deems an application incomplete, and to approve or deny an application that requires supplemental information within 30 days after receiving that information. If the department fails to notify the applicant that the application is incomplete or denied, as applicable, within those 30-day time periods, the bill would deem the department's failure to notify to constitute approval of the permit.

AB 1035 (Salas D) Department of Transportation and local agencies: streets and highways: recycled materials.

Current Text: Amended: 6/28/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/15/2021-In committee: Referred to suspense file.

Summary: Would require the Department of Transportation and a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method. The bill would require, beginning January 1, 2023, a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to apply standard specifications that allow for the use of recycled materials in streets and highways, as specified. By increasing the duties of local agencies, this bill would impose a state-mandated local program.

AB 1037 (Grayson D) Infrastructure construction: digital construction management technologies.

Current Text: Amended: 5/3/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/6/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 15. Noes 0.) (July 6). Re-referred to Com. on APPR.

Summary: Would require the Department of General Services to develop guidance, policies, and procedures for the integration and development of digital construction technologies for use on a civil infrastructure project, as defined, that is developed by specified state entities and has a state project cost of greater than \$50,000,000. The bill would require the guidance, policies, and procedures to be published in the State Administrative Manual and the State Contracting Manual, as appropriate, by January 1, 2023. The bill would require the guidance, policies, and procedures to include, among other things, the method for a state department to implement a requirement that a bid or proposal for a civil infrastructure project contract include a digital construction management plan, as specified.

AB 1049 (Davies R) Public Transportation Account: loan repayment.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 3/4/2021-Referred to Com. on TRANS.

Summary: Current law requires the transfer of a specified portion of the sales tax on diesel fuel to the Public Transportation Account, a trust fund in the State Transportation Fund. Current law requires funds in the account to be allocated to various public transportation and transportation planning purposes, with specified revenues in the account to be allocated by the Controller to specified local transportation agencies for public transportation purposes, pursuant to the State Transit Assistance (STA) Program. Current law provides for each STA-eligible operator within the jurisdiction of the allocating local transportation agency to receive a proportional share of the revenue-based program funds based on the qualifying revenues of that operator, as defined. The Budget Act of 2013 and the Budget Act of 2014 require the Controller, upon the order of the Director of Finance, to transfer specified amounts totaling up to \$55,515,000 as loans from the Public Transportation Account to the High-Speed Passenger Train Bond Fund. This bill would require \$54,000,000 from these loans to be repaid to the Public Transportation Account and would provide that these repaid funds are available, upon appropriation by the Legislature, to help offset the loss of revenues incurred by transit operator during the COVID-19 pandemic.

AB 1147 (Friedman D) Regional transportation plan: Active Transportation Program.

Current Text: Amended: 7/5/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/21/2021-In committee: Hearing postponed by committee.

Summary: Current law requires the Strategic Growth Council, by January 31, 2022, to complete an overview of the California Transportation Plan and all sustainable communities strategies and alternative planning strategies, an assessment of how implementation of the California Transportation Plan, sustainable communities strategies, and alternative planning strategies will influence the configuration of the statewide integrated multimodal transportation system, and a review of the potential impacts and opportunities for coordination of specified funding programs. This bill would require the council to convene key state agencies, metropolitan planning agencies, regional

AB 1157 (Lee D) Controller: transportation funds: distribution and reporting requirements.

Current Text: Amended: 3/15/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/15/2021-From committee: Be ordered to second reading file pursuant to Senate Rule 28.8 and ordered to Consent Calendar.

Summary: Current law, for purposes of the State Transit Assistance Program, requires local transportation agencies to report to the Controller by June 15 of each year the public transportation operators within its jurisdiction that are eligible to claim specified local transportation funds. This bill would instead require local transportation agencies to report this information within 7 months after the end of each fiscal year.

AB 1180 (Mathis R) Local governments: surplus land: tribes.

Current Text: Chaptered: 7/9/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 62, Statutes of 2021.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency, as defined. Current law defines "exempt surplus land" for which a local agency is not required to follow the requirements for disposal of surplus land, except as provided. Current law categorizes as "exempt surplus land," surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use. This bill would add to the definition of "exempt surplus land," land transferred by a local agency to a federally recognized California Indian tribe.

AB 1183 (Ramos D) California Desert Conservation Program.

Current Text: Amended: 7/12/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/12/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Would establish the California Desert Conservation Program under the administration of the Conservation Board to: (1) protect, preserve, and restore the natural, cultural, and physical resources of the portions of the Mojave and Colorado Deserts region in California through the acquisition, restoration, and management of lands, (2) promote the protection and restoration of the biological diversity of the region, as specified, (3) provide for resilience in the region to climate change, as provided, (4) protect and improve air quality and water resources within the region, and (5) undertake efforts to enhance public use and enjoyment of lands owned by the public, as provided.

AB 1190 (Mayes I) Parks and recreation: County of San Bernardino: Big Morongo Canyon Preserve.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was GOV. & F. on 6/9/2021)(May be acted upon Jan 2022)

Summary: Would authorize the County of San Bernardino to convey fee title in lands within the Big Morongo Canyon Preserve acquired with grant moneys from The Cameron-Unruh Beach, Park, Recreational, and Historical Facilities Bond Act of 1964, the Z'berg-Collier Park Bond Act and the The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, as provided, to the United States Bureau of Land Management, as specified.

AB 1238 (Ting D) Pedestrian access.

Current Text: Amended: 7/6/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/15/2021-In committee: Referred to suspense file.

Summary: Current law prohibits a pedestrian from entering the roadway if the pedestrian is facing a steady circular yellow or yellow arrow warning signal unless otherwise directed by a pedestrian control signal, as specified. This bill would eliminate that prohibition until January 1, 2029.

AB 1260 (Chen R) California Environmental Quality Act: exemptions: transportation-related projects.

Current Text: Amended: 7/6/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/6/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses. This bill would further exempt from the requirements of CEQA projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains, provided certain requirements are met, including giving prior notice to the public and holding a noticed public meeting, as provided.

AB 1291 (Frazier D) State bodies: open meetings.**Current Text:** Chaptered: 7/9/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 63, Statutes of 2021.**Summary:** Current law provides that, subject to certain exceptions and reasonable regulations, the state body shall provide members of the public an opportunity to directly address the state body on agenda items. Current law authorizes the state body to limit the amount of time allotted for each member of the public to speak, but specifies that members of the public who use translators shall be given twice that allotted amount of time. This bill would also require a state body, when it limits time for public comment, to provide at least twice the allotted time to a member of the public who utilizes translating technology to address the state body. The bill would additionally make technical, nonsubstantive changes.**AB 1297 (Holden D) California Infrastructure and Economic Development Bank: public and economic development facilities: housing.****Current Text:** Amended: 5/20/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 7/8/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 8). Re-referred to Com. on APPR.**Summary:** The Bergeson-Peace Infrastructure and Economic Development Bank Act defines "public development facilities" for these purposes to mean real and personal property, structures, conveyances, equipment, thoroughfares, buildings, and supporting components thereof, excluding any housing, that are directly related to providing, among other things, housing-related infrastructure, as specified. The act defines "economic development facilities" for these purposes to mean real and personal property, structures, buildings, equipment, and supporting components thereof that are used to provide industrial, recreational, research, commercial, utility, goods movement, or service enterprise facilities, community, educational, cultural, or social welfare facilities and any parts or combinations thereof, and all necessary facilities or infrastructure, excluding any housing. This bill would authorize economic development facilities and public development facilities to include housing if the housing meets certain financing requirements and limits, as specified.**AB 1337 (Lee D) Transportation: transit district policing responsibilities.****Current Text:** Amended: 4/7/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 7/5/2021-In committee: Referred to suspense file.**Summary:** Under current law, a person who enters or remains upon any land, facilities, or vehicles owned, leased, or possessed by specified transit entities that are used to provide public transportation by rail or passenger bus, or are directly related to that use, without permission, or whose entry, presence, or conduct upon the property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor. This bill would specify that a person who enters or remains upon any property, facilities, or vehicles upon which the applicable transit entity owes policing responsibilities to a local government pursuant to an operations and maintenance agreement or similar interagency agreement without permission, or whose entry, presence, or conduct upon that property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor.**AB 1384 (Gabriel D) Resiliency Through Adaptation, Economic Vitality, and Equity Act of 2022.****Current Text:** Amended: 7/14/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.**Summary:** Current law requires the Natural Resources Agency to update every 3 years the state's climate adaptation strategy, known as the Safeguarding California Plan, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Current law requires, to address the vulnerabilities identified in the plan, state agencies to maximize specified objectives. This bill would require the agency to also coordinate with the Office of Planning and Research and identify, among other things, vulnerabilities to climate change for vulnerable communities, an operational definition of "climate resilience" for each sector and for vulnerable communities, special protections of vulnerable communities and industries that are disproportionately impacted by climate change, and timetables and specific metrics to measure the state's progress in implementing the plan.**AB 1499 (Daly D) Transportation: design-build: highways.****Current Text:** Amended: 5/24/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 7/15/2021-From committee: Do pass. (Ayes 7. Noes 0.) (July 15).**Summary:** Current law authorizes regional transportation agencies, as defined, to utilize design-build procurement for projects on or adjacent to the state highway system. Current law also authorizes

those regional transportation agencies to utilize design-build procurement for projects on expressways that are not on the state highway system, as specified. Current law repeals these provisions on January 1, 2024, or one year from the date that the Department of Transportation posts on its internet website that the provisions described below related to construction inspection services for these projects have been held by a court to be invalid. This bill would extend the operation of these provisions until January 1, 2034. The bill would require the department to submit a report to specified committees of the Legislature on or before January 1, 2033, on its experience with design-build procurement.

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: vote approval.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 4/22/2021-Referred to Coms. on L. GOV. and APPR.

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

ACA 5 (Voepel R) Motor vehicles: fuel taxes, sales and use taxes, and fees: expenditure restrictions.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 4/22/2021-Referred to Com. on TRANS.

Summary: The California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. These restrictions do not apply to revenues from taxes or fees imposed under the Sales and Use Tax Law or the Vehicle License Fee Law. This measure would explicitly restrict the expenditure of all interest earned and other increment derived from the investment of those tax revenues and any proceeds from the lease or sale of real property acquired using those tax revenues only for the purposes described above.

SB 5 (Atkins D) Affordable Housing Bond Act of 2022.

Current Text: Amended: 3/10/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 3/18/2021-Re-referred to Coms. on HOUSING and GOV. & F.

Summary: Would enact the Affordable Housing Bond Act of 2022, which, if adopted, would authorize the issuance of bonds in the amount of \$6,500,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to fund affordable rental housing and homeownership programs. The bill would state the intent of the Legislature to determine the allocation of those funds to specific programs. This bill would provide for submission of the bond act to the voters at the November 8, 2022, statewide general election in accordance with specified law.

SB 7 (Atkins D) Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021.

Current Text: Chaptered: 5/20/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 5/20/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 19, Statutes of 2021.

Summary: Would enact the Jobs and Economic Improvement Through Environmental Leadership Act of 2021, which would reenact the former leadership act, with certain changes, and would authorize the Governor, until January 1, 2024, to certify projects that meet specified requirements for streamlining benefits related to CEQA. The bill would additionally include housing development projects, as defined, meeting certain conditions as projects eligible for certification. The bill would, except for those housing development projects, require the quantification and mitigation of the impacts of a project from the emissions of greenhouse gases, as provided. The bill would revise and recast the labor-related requirements for projects undertaken by both public agencies and private entities. The bill would provide that the Governor is authorized to certify a project before the lead agency certifies the final EIR for the project.

SB 9 (Atkins D) Housing development: approvals.

Current Text: Amended: 4/27/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 6/23/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 1.) (June 22). Re-referred to Com. on APPR.

Summary: The Planning and Zoning Law provides for the creation of accessory dwelling units ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

[SB 44](#)

(Allen D) California Environmental Quality Act: streamlined judicial review: environmental leadership transit projects.

Current Text: Amended: 7/14/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Would, until January 1, 2025, establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for an environmental leadership transit project, as defined, proposed by a public or private entity or its affiliates that is located wholly within the County of Los Angeles or connects to an existing project wholly located in that county and that is approved by the lead agency on or before January 1, 2024. The bill would require the project applicant of the environmental leadership transit project to take certain actions in order for those specified procedures to apply to the project. The bill would require the Judicial Council, on or before January 1, 2023, to adopt rules of court establishing procedures requiring actions or proceedings seeking judicial review pursuant to CEQA or the granting of project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible and to the extent prioritizing those actions or proceedings will not exacerbate any civil case backlogs, within 365 calendar days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to an environmental leadership transit project.

[SB 66](#)

(Allen D) California Council on the Future of Transportation: advisory committee: autonomous vehicle technology.

Current Text: Amended: 4/28/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 7/8/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (July 7). Re-referred to Com. on APPR.

Summary: Would require the Secretary of Transportation to establish an advisory committee, the California Council on the Future of Transportation, to provide the Governor and the Legislature with recommendations for changes in state policy to ensure that as autonomous vehicles are deployed, they enhance the state's efforts to increase road and transit safety, promote equity, and meet public health and environmental objectives. The bill would require the council to be chaired by the secretary and consist of 23 additional members, selected by the chair or designated, as specified.

[SB 95](#)

(Skinner D) Employment: COVID-19: supplemental paid sick leave.

Current Text: Chaptered: 3/19/2021 [html](#) [pdf](#)

Introduced: 12/16/2020

Status: 3/19/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 13, Statutes of 2021.

Summary: Would provide for COVID-19 supplemental paid sick leave for covered employees, as defined, who are unable to work or telework due to certain reasons related to COVID-19, including that the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. The bill would entitle a covered employee to 80 hours of COVID-19 supplemental paid sick leave if that employee either works full time or was scheduled to work, on average, at least 40 hours per week for the employer in the 2 weeks preceding the date the covered employee took COVID-19 supplemental paid sick leave. The bill would provide a different calculation for supplemental paid sick leave for a covered employee who is a firefighter subject to certain work schedule requirements and for a covered employee working fewer or variable hours, as specified.

[SB 266](#)

(Newman D) State park system: Chino Hills State Park: expansion.

Current Text: Amended: 4/22/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 7/14/2021-July 14 set for first hearing. Placed on suspense file.

Summary: Would require the Department of Parks and Recreation to provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring 3

specified properties into the state park system. The bill would require the department to manage acquired properties and parcels with specified funds as part of the Chino Hills State Park, as provided.

SB 274 (Wieckowski D) Local government meetings: agenda and documents.

Current Text: Amended: 4/5/2021 [html](#) [pdf](#)

Introduced: 1/29/2021

Status: 7/8/2021-Read second time. Ordered to third reading.

Summary: The Ralph M. Brown Act requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require a local agency with an internet website, or its designee, to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. If a local agency determines it to be technologically infeasible to send a copy of the documents or a link to a website that contains the documents by email or by other electronic means, the bill would require the legislative body or its designee to send by mail a copy of the agenda or a website link to the agenda and to mail a copy of a other documents constituting the agenda packet, as specified.

SB 278 (Leyva D) Public Employees' Retirement System: disallowed compensation: benefit adjustments

Current Text: Amended: 3/23/2021 [html](#) [pdf](#)

Introduced: 1/29/2021

Status: 7/7/2021-July 7 set for first hearing. Placed on suspense file.

Summary: The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system, as defined, to modify its plan or plans to comply with the act. PEPRA, among other things, establishes new defined benefit formulas and caps on pensionable compensation. This bill would establish new procedures under PERL for cases in which PERS determines that the benefits of a member or annuitant are, or would be, based on disallowed compensation that conflicts with PEPRA and other specified laws and thus impermissible under PERL. The bill would also apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies. At the threshold, after determining that compensation for an employee member reported by the state, school employer, or a contracting agency is disallowed, the bill would require the applicable employer to discontinue the reporting of the disallowed compensation.

SB 290 (Skinner D) Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints.

Current Text: Introduced: 2/1/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 7/15/2021-Read second time. Ordered to third reading.

Summary: Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which a density bonus and the number of incentives or concessions are based. The bill would require a city or county to grant one incentive or concession for a student housing development project that will include at least 20% of the total units for lower income students.

SB 339 (Wiener D) Vehicles: road usage charge pilot program.

Current Text: Amended: 6/14/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 7/14/2021-July 14 set for first hearing. Placed on suspense file.

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge (RUC) Technical Advisory Committee in consultation with the Secretary of Transportation. Under existing law, the purpose of the technical advisory committee is to guide the development and evaluation of a pilot program to assess the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law requires the technical advisory committee to study RUC alternatives to the gas tax, gather public comment on issues and concerns related to the pilot program, and make recommendations to the Secretary of Transportation on the design of a pilot program, as specified. Current law repeals these provisions on January 1, 2023. This bill would extend the operation of these provisions until January 1, 2027.

SB 542 (Limón D) Sales and use taxes: exemption: medium- or heavy-duty zero-emission trucks.

Current Text: Amended: 5/25/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 6/1/2021-Ordered to inactive file on request of Senator Limón.

Summary: Current sales and use tax laws impose taxes on retailers measured by gross receipts from

the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state, measured by sales price. The Sales and Use Tax Law provides various exemptions from those taxes. This bill would provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, a qualified motor vehicle. The bill would define "qualified motor vehicle" as a specified zero-emission truck. The bill would disallow the exemption for sales or uses made on or after January 1, 2025, if the purchaser also received other specified benefits.

SB 606 (Gonzalez D) Workplace safety: violations of statutes: enterprise-wide violations: employer retaliation.

Current Text: Amended: 6/14/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/7/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 2.) (July 6). Re-referred to Com. on APPR.

Summary: Current law requires the Division of Occupational Safety and Health to issue a citation for a violation of provisions relating to the spraying of asbestos, or any standard, rule, order, or regulation established pursuant to specified provisions of the California Occupational Safety and Health Act of 1973 if, upon inspection or investigation, the division believes that an employer has committed a violation. Existing law imposes penalties of certain maximum amounts depending on whether the violation is serious, uncorrected, or willful or repeated. Current law authorizes the division to seek an injunction restraining certain uses or operations of employment that constitute a serious menace to the lives or safety of persons, as specified. This bill, instead, would require the division to issue a citation for a violation of provisions relating to the spraying of asbestos, certain employment safety related provisions of the Labor Code, or any standard, rule, order or regulation established pursuant to specified provisions of the California Occupational Safety and Health Act of 1973 or other safety related provisions of the Labor Code if, upon inspection or investigation, the division believes that an employer has committed a violation.

SB 640 (Becker D) Transportation financing: jointly funded projects.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 108, Statutes of 2021.

Summary: Current law provides for the deposit of various funds, including revenues from certain increases in fuel taxes and vehicle fees, for the program into the Road Maintenance and Rehabilitation Account. After certain allocations for the program are made, existing law requires the remaining funds available for the program to be continuously appropriated 50% for allocation to the department for maintenance of the state highway system or for the State Highway Operation and Protection Program and 50% for apportionment to cities and counties by the Controller pursuant to a specified formula. Current law requires a city or county to submit to the California Transportation Commission a list of proposed projects, as specified, to be eligible for an apportionment of those funds. This bill would authorize cities and counties to propose projects to be jointly funded by the cities and counties' apportionments of those funds, as specified.

SB 643 (Archuleta D) Fuel cell electric vehicle fueling infrastructure and fuel production: statewide assessment.

Current Text: Amended: 6/29/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/6/2021-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 15. Noes 0.) (July 5). Re-referred to Com. on APPR.

Summary: Would, until January 1, 2030, require the State Air Resources Board, in consultation with the Energy Commission and the Public Utilities Commission, to prepare a statewide assessment of the fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet specified goals and requirements relating to vehicular air pollution. The bill would require the statewide assessment to consider all necessary fuel production and distribution infrastructure, as specified, to meet those goals and requirements and to examine existing and future fuel production and distribution infrastructure needs throughout the state, including in low-income communities.

SB 657 (Ochoa Bogh R) Employment: electronic documents.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 109, Statutes of 2021.

Summary: Current law regulates the wages, hours, and working conditions of any worker employed in any occupation, trade, or industry, whether compensation is measured by time, piece, or otherwise, except as specified. This bill would provide that, in any instance in which an employer is required to

physically post information, an employer may also distribute that information to employees by with the document or documents attached. The bill would specify that this does not alter the employer's obligation to physically display the required posting.

SB 671 (Gonzalez D) Transportation: Clean Freight Corridor Efficiency Assessment.

Current Text: Amended: 6/15/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/7/2021-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 11. Noes 0.) (July 7). Re-referred to Com. on APPR.

Summary: Would establish the Clean Freight Corridor Efficiency Assessment, to be developed by the California Transportation Commission, in coordination with other state agencies. In developing the assessment, the bill would require the commission to identify freight corridors, or segments of corridors, throughout the state that would be priority candidates for the deployment of zero-emission medium- and heavy-duty vehicles. The bill would require the commission to submit a report containing the assessment's findings and recommendations to certain committees of the Legislature by December 1, 2023. The bill would require the assessment's findings and recommendations to be incorporated into the development of the California Transportation Plan. The bill would require the state freight plan to include a description of needed infrastructure, projects, and operations for the deployment of zero-emission medium- and heavy-duty vehicles and the development of freight corridors identified in the assessment.

SB 674 (Durazo D) Public Contracts: workforce development: covered public contracts.

Current Text: Amended: 7/7/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/7/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Would require the Labor and Workforce Development Agency to create 2 programs, to be known as the California Jobs Plan Program and the United States Jobs Plan Program. The bill would require the programs to meet specified objectives, including supporting the creation and retention of quality, nontemporary full-time jobs, as specified, and the hiring of displaced workers and individuals facing barriers to employment. The bill would require, as a component of applications for covered public contracts, as defined, the creation of forms for each program that state the minimum numbers of proposed jobs that are projected to be retained and created if the applicant wins the covered public contract. These components of the application would be known as the California Jobs Plan and the United States Jobs Plan, which the bill would define.

SB 728 (Hertzberg D) Density Bonus Law: purchase of density bonus units by nonprofit housing organizations.

Current Text: Amended: 4/15/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/15/2021-Read second time. Ordered to consent calendar.

Summary: Current law, commonly referred to as the Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct, among other options, specified percentages of units for moderate-income or, lower, or very low income households and meets other requirements. Current law requires the developer and the city or county to ensure that the initial occupant of a for-sale unit that qualified the developer for the award of the density bonus is a person or family of very low, low, or moderate income. This bill, as an alternative to ensuring that the initial occupant of a for-sale unit is a person or family of the required income, would authorize the developer and the city or county to ensure that a qualified nonprofit housing organization that is receiving the above-described welfare exemption purchases the unit pursuant to a specified recorded contract that includes an affordability restriction, an equity sharing agreement, and a repurchase option that requires a subsequent purchaser that desires to sell or convey the property to first offer the nonprofit corporation the opportunity to repurchase the property.

SB 790 (Stern D) Wildlife connectivity mitigation credits.

Current Text: Amended: 7/7/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/7/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Current law vests the Department of Fish and Wildlife (DFW) with jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. Current law vests the Department of Transportation (Caltrans) with full possession and control of the state highway system. This bill would require DFW, in consultation with Caltrans, to provide compensatory mitigation credits to support modifications and planning of projects on the state highway system that improve local and regional habitat connectivity and result in fish passage, wildlife connectivity, and other environmental improvements.

SB 798 (Wieckowski D) Trade Corridor Enhancement Account.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 3/3/2021-Referred to Com. on RLS.

Summary: Current law creates the Trade Corridor Enhancement Account to receive revenues attributable to 50% of a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the Road Repair and Accountability Act of 2017 for corridor-based freight projects nominated by local agencies and the state. Current law makes these funds and certain federal funds apportioned to the state available upon appropriation for allocation by the California Transportation Commission for trade infrastructure improvement projects that meet specified requirements. This bill would make nonsubstantive changes to this provision.

SCA 2

(Allen D) Public housing projects.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 7/15/2021-July 15 hearing: Placed on APPR suspense file.

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

SCA 4

(Wilk R) Legislature: 2-year budget.

Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 4/7/2021-Referred to Coms. on B. & F.R. and E. & C.A.

Summary: Would limit the Legislature, in the first year of the regular session, to considering or acting upon only the Budget Bill and related bills, and up to 5 bills introduced by each of the standing committees of the Legislature, as specified. The measure would require the Governor to submit to the Legislature a budget for the ensuing 2 fiscal years within the first 10 days of the first calendar year of the biennium of the legislative session, and would require the Legislature to adopt by June 15 of the first calendar year of the biennium of the legislative session a Budget Bill that appropriates funds to support state government for the next 2-year fiscal period commencing on July 1. The measure, in the second year of the regular session, would limit the Legislature to considering or acting upon only legislation other than the Budget Bill and related bills. The Legislature, by a 2/3 vote of each house, would be authorized, however, to amend an enacted Budget Bill and related bills in both calendar years of the biennium.

Total Measures: 60

Total Tracking Forms: 60

Minute Action

AGENDA ITEM: 21

Date: *September 1, 2021*

Subject:

Federal Legislative Update

Recommendation:

Receive the August 2021 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates Potomac Partners DC, LLC reported to the Legislative Policy Committee on August 11th the on-going process to pass a bipartisan infrastructure bill, a federal surface transportation reauthorization bill and the Fiscal Year (FY) 2022 budget.

On July 28th, a bipartisan group of Senators released details of a national infrastructure funding bill. The bill comes after months of bipartisan negotiations between Senators and the White House. The proposed legislation would provide \$550 billion in new funding over five years, including:

- \$110 billion in new funds for roads, bridges, and major projects, \$40 billion of which is new funding for bridge repair, replacement, and rehabilitation and \$17.5 billion for major projects.
- \$73 billion for the country's electric grid and power structures.
- \$66 billion for rail services.
- \$65 billion for broadband.
- \$55 billion for clean drinking water.
- \$21 billion in environmental remediation.
- \$50 billion for flooding and coastal resiliency.
- \$39 billion in new transit funding to modernize transit. This is the largest federal investment in public transit history, according to the White House.
- \$25 billion for airports.
- \$17 billion in port infrastructure.
- \$11 billion in transportation safety programs.
- \$7.5 billion for electric vehicles and EV charging; \$2.5 billion in zero emission buses, \$2.5 billion in low emission buses, and \$2.5 billion for ferries.
- \$1 billion for planning, design, demolition, and reconstruction of street grids, and parks.

Details remained to be finalized on how to pay for the proposed legislation. Officials indicated the plan would be funded “through a combination of redirecting unspent emergency relief funds, targeted corporate user fees, strengthening tax enforcement when it comes to crypto currencies, and other bipartisan measures.” In addition, the White House said some of the bill would be paid for through “the revenue generated from higher economic growth as a result of the investments.”

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

Board of Directors Agenda Item

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Senate Majority Leader Chuck Schumer indicated the bill would move forward along a parallel path with legislation funding approximately \$3.5 trillion in “human infrastructure”, such as child care and climate change measures.

The FY 2022 budget appropriations process continues to move forward with passage of a seven bill “mini-bus” package in the House of Representatives on July 29th. The legislation funds the Departments of Agriculture, Education, Energy, Health and Human Services, Housing and Urban Development, Interior, Labor, Transportation, Treasury, and Veterans Affairs, as well as The Judiciary, Army Corps of Engineers, Environmental Protection Agency, Food and Drug Administration, Small Business Administration, Social Security Administration, the Executive Office of the President and general government functions of the Executive Branch, military construction activities at the Department of Defense, and other independent agencies.

The legislation included \$84.1 billion for Transportation, Housing and Urban Development, and Related Agencies, an increase of \$8.7 billion, more than 11 percent, above FY 2021.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on August 11, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 22

Date: *September 1, 2021*

Subject:

Legislative Policy Committee Membership Terms

Recommendation:

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

Approve a revision to Policy No. 10002, Section V. Membership Terms, to state: “Members of the Legislative Policy Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years.”

Background:

On April 1, 2020, the San Bernardino County Transportation Authority / San Bernardino Associated Governments (SBCTA/SBCOG) Board of Directors approved the establishment of the Legislative Policy Committee (LPC). The LPC was established to expand Board members’ participation in discussions regarding proposed legislation, as well as increase opportunities to provide input and feedback on recommended positions on legislative bills and potential administrative regulations at the state and federal levels. The LPC also ensures that all legislative positions recommended to the SBCTA/SBCOG Board of Directors are consistent with the approved State and Federal Legislative Platforms.

Membership on the LPC consists of the SBCTA/SBCOG Executive Officers (Board President, Vice President and Immediate Past President) and four additional members, appointed by the Board President, representing the East Valley, West Valley, Mountain/Desert and the County Board of Supervisors.

When the LPC was established, it was the intent to have the four members appointed by the President serve terms that coincide with the two-year legislative sessions of the California State Legislature and the United States Congress. (Executive Officers’ terms coincide with the term of their SBCTA offices.) SBCTA/SBCOG Policy No. 10002, Section V. Membership Terms, states, “Members of the Legislative Policy Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of the odd-numbered years.” To better align with the intended two-year legislative cycles, language within the membership terms section of Policy No. 10002 will be changed to reflect that terms shall expire on December 31 of even-numbered years.

As a result of a change to this policy, current Legislative Policy Committee members’ appointed terms shall extend to December 31, 2022. The proposed revised Policy No. 10002 is attached to this item.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. General Counsel has reviewed this item and the proposed policy revision.

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

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Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy	10002
Adopted by the Board of Directors September 6, 1995	Revised	04/01/2009 01/2021
Policy Committee Membership	Revision No.	187

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.

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I. PURPOSE

The Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to development and implementation of SBCTA programs. The purpose of this policy is to establish guidelines as they relate to Policy Committee membership structure, composition, terms, and absences.

II. MEMBERSHIP STRUCTURE

Due to funding sources and the geographic nature of issues under their purview, the membership of the Mountain/Desert Committee shall be limited by geographic area. The General Policy Committee shall be structured to ensure balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests. The Transit Committee is comprised of both Valley and Mountain/Desert subarea representatives. The Legislative Policy Committee shall be structured to ensure balanced participation, to the extent practicable, by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests.

Mountain/Desert Policy Committee Membership

The Mountain/Desert Policy Committee is composed of Board Members representing jurisdictions within the Mountain/Desert subregion. Board Member alternates representing the Mountain/Desert subregion may participate when the primary member is absent.

III. MEMBERSHIP COMPOSITION

Membership on policy committees shall consist of members of the Board of Directors. Committees shall be structured so that a quorum of any committee shall not also constitute a quorum of any other committee.

- **General Policy Committee**
 - President
 - Vice President
 - Immediate Past President
 - All Policy Committee and Board of Directors Study Sessions for Metro Valley Issues (Board Study Session) chairpersons.
 - 4 East Valley members (3 City, 1 County)
 - 4 West Valley members (3 City, 1 County)
 - 4 Mountain/Desert members (3 City, 1 County)
 - City and County members who serve as officers of the Board of Directors, or as chairpersons of Policy Committees are counted as one of the members in each subregion.

Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance.

Additional Board Members may be appointed annually at the discretion of the Board President.

- **Transit Policy Committee**
 - 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members; up to 6 Valley members appointed by the Board President with an emphasis on ensuring representation from communities with large transit and rail capital projects actively under development.
 - 2 Mountain/Desert Board Members appointed by the Board President.
- **Mountain/Desert Policy Committee**
 - All Board members representing jurisdictions in Mountain/Desert.
 - Alternates may participate in the absence of the primary Board Member.
- **Legislative Policy Committee**
 - Committee shall be composed of the President, Vice-President, Immediate Past President and four Board members appointed by the President or Acting President.
 - 1 East Valley member
 - 1 West Valley member
 - 1 Mountain/Desert member
 - 1 County member

IV. METHODS OF APPOINTMENT

The city membership of the General Policy Committee not held by a Board officer or chair of a Policy Committee or of the Board Study Sessions, shall be elected by caucus of the city representatives on the Board of Directors. The County selects their representatives.

The President is authorized to appoint the membership of Transit Policy Committee.

The membership of the Mountain/Desert Policy Committee shall be specified as all Board Members who represent areas within the Mountain/Desert subregion.

The President is authorized to appoint 4 members of the Legislative Policy Committee.

V. MEMBERSHIP TERMS

Appointed and elected membership on the Transit Policy Committee shall consist of two-year terms to be staggered in such a manner that terms of half of the membership expire annually on December 31.

Membership on the General Policy Committee shall be for one year from July 1 to June 30 to be consistent with the terms of the Officers and Policy Committee Chairs.

Membership on the Mountain/Desert Policy Committee is for the term of the members of the Board of Directors.

Members of the Legislative Policy Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of ~~odd-~~
numbered-even-numbered years.

There is no maximum number of terms for any individual member.

VI. MEMBER ABSENCES

The regular participation of Policy Committee members is essential to appropriate policy oversight and staff direction.

This policy shall establish a procedure whereby absences on the part of Policy Committee members can be addressed in a manner which ensures active participation in committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities. This procedure will provide for other interested Board members to participate on Policy Committees in the case of absences.

1. Regular participation in Policy Committees is encouraged, recognizing that unavoidable absences will occur on an occasional basis.

2. Should a regular city member of the Mountain/Desert Committee be unable to attend a meeting of that Committee, then the Board of Directors alternate for that city may participate and vote in the Committee as the regular member representing that city.
3. Staff shall notify the President in the event that any one Policy Committee member is absent from three consecutive Policy Committee meetings.
4. Upon notification by staff, the President or designee shall contact the Policy Committee member to discuss the record of absences.
5. Based upon information obtained from the Policy Committee member and knowledge of the Policy Committee activities, the President shall make a determination relative to retention or replacement of the Committee member. Appointment of new Policy Committee members shall be made in accordance with Board of Directors policy established for each Committee.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	09/06/95
1	Added Section 10002.6 Membership Terms	09/06/95
2	Added Section 10002.7 Member Absences	11/06/96
3	Changed name of Major Projects Task Force to Major Projects Committee	08/05/98
4	Par. IV: Commuter Rail Committee and Major Projects Committee - membership revised. Par. V: Revised. Par. VI: Revised. For all changes, refer to 12/3/03 SANBAG Board Agenda, Item 5.	12/03/03
5	Par. IV: Commuter Rail Committee - membership revised	05/06/06
6	Par. III: Added Audit Subcommittee. Par. IV: Added second last paragraph. Removed Par. II which as previously titled DEFINITIONS since there were no definitions; renumbered all subsequent paragraphs.	11/05/08
7	Par. VI: Added new par. 2 to allow participation of the alternate; renumbered subsequent paragraphs.	12/03/08
8	Par. II, III, IV, and V: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009, as well as the appointment of two additional members representing areas of the Mountain/Desert areas who also serve as members of the Mountain/Desert transit boards.	04/06/11
9	Par. III: Administrative Policy Committee membership modified to include all Policy Committee chairs and additional appointees as needed to maintain geographic balance. Par. V: Administrative Policy Committee membership modified to change terms – July 1 to June 30 to be consistent with the terms of Officers and Policy Committee chairs.	02/01/12
10	Par. III: Eliminated the Plans and Programs Policy Committee. Par. IV and V: Eliminated references to the Plans and Programs Policy Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
11	Par. II, III, IV and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30. Approved 11/7/12, Board Agenda Item 28.	11/07/12
12	Board approved cessation of the Audit Subcommittee with transfer of Audit oversight responsibilities to the General Policy Committee. Board Agenda Item 5.	06/03/15
13	Par. II, III, IV, and V: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 4, 2016.	04/06/16
14	Removed reference to the Measure I Committee established in the original measure. Made minor grammatical errors and inserted reference to the County selecting their representative to the General Policy Committee.	06/23/16
15	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
16	Par. III: Removed requirement for the Mountain/Desert Board Members appointed to the Transit Committee serve on the Board of a Mountain/Desert transit agency.	03/06/19

17	Revised to add Legislative Policy Committee to Section II. Membership Structure, Section III Membership Composition, Section IV. Methods of Appointment and Section V. Membership Terms.	04/01/20
<u>18</u>	<u>Revised Section V. Membership Terms – changed LPC terms expiring from “odd numbered years” to “even numbered years”.</u>	<u>09/01/21</u>

Minute Action

AGENDA ITEM: 23

Date: September 1, 2021

Subject:

Update on the Western Joshua Tree

Recommendation:

Receive and file an update on the status of the Western Joshua Tree (*Yucca Brevifolia*) as a threatened or endangered species under the California Endangered Species Act.

Background:

On October 16, 2020, the Mountain/Desert Policy Committee (MDC) received a status report on the Western Joshua Tree and the implications of the species being classified as endangered. The initial report from the October 2020 MDC meeting is attached as a reference.

Since the last update, the study period on the petition to list the Western Joshua tree was extended by six months. As a result, a preliminary report is expected late fall with a final report anticipated to the California Fish and Game Commission by April 2022. The report is the vehicle to present findings about inclusion status under the State's threatened or endangered list. If no further extensions are granted it is expected that the California Fish and Game Commission will make their final decision on the listing at the April 2022 meeting. As a candidate species under the California Endangered Species Act (CESA), the Western Joshua tree receives the protections provided under CESA, and take (impact/mortality) of the species is regulated by California Department of Fish and Wildlife (CDFW). Therefore, ongoing activities as well as new projects and activities that take the species (including individual specimens) currently require take authorization from CDFW.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Mountain/Desert Policy Committee on August 20, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 4

Date: October 16, 2020

Subject:

Joshua Tree Discussion

Recommendation:

Receive a presentation on the status of the Western Joshua Tree (*Yucca brevifolia*) as a threatened or endangered species under the California Endangered Species Act.

Background:

The Joshua tree is an iconic species of the Mojave Desert region known to southern California, southern Nevada, western Arizona and southwestern Utah. Two species of Joshua tree are recognized and both occur in San Bernardino County: the Western Joshua tree (*Yucca brevifolia*) and Eastern Joshua tree (*Yucca jaegeriana*). In San Bernardino County, the Western Joshua tree occurs on the desert slopes north of the San Bernardino Mountains and in areas around Phelan, Adelanto, Lucerne Valley, Morongo Basin, and north of Barstow (see Exhibit A).



Exhibit A. Western Joshua tree range in San Bernardino County

Joshua trees occur in hot, dry flats, mesas, bajadas, and gentle slopes in desert transitional zones containing sagebrush, desert shrub, pinyon-juniper, and desert grassland vegetation. This species occurs in habitats with cold winters, hot summers, and very little precipitation. (U.S. Fish and Wildlife Service – USFWS, 2018; NatureServe 2017; Rundell et al. 1996). This unique weather dependency is the reason why it makes them vulnerable to climate change. There is no reliable estimate of the Western Joshua tree population size and no range-wide information on the

Entity: San Bernardino County Transportation Authority

population trends. The analysis in the listing petition relies on studies indicating that Western Joshua tree density is negatively correlated with rising temperatures, that the range of the species is reducing at lower elevations, that recruitment is limited, and that plant mortality is increasing (California Department of Fish and Wildlife - CDFW 2020).

History of Regulatory Protections

In terms of existing species protections, the Desert Native Plant Protection Act regulates harvesting of desert native species, including the western Joshua tree. Local cities and the County of San Bernardino (County) have existing ordinances for implementing the regulation. Additionally, Joshua tree woodland (not the individual species) is designated a sensitive natural community by CDFW and is a considered resource during California Environmental Quality Act (CEQA) reviews.

In 2015, the United States Fish and Wildlife Service (USFWS) was petitioned to list the Joshua tree as threatened under the Federal Endangered Species Act (FESA). As part of the Joshua Tree Species Status Assessment (USFWS 2018), the USFWS evaluated both the Western Joshua tree and Eastern Joshua tree species and determined that federal listing was not warranted for either species.

On October 21, 2019, the California Fish and Game Commission (Commission) received a petition from the Center for Biological Diversity to list the Western Joshua tree. On November 1, 2019, the Commission referred the listing petition to the California Department of Fish and Wildlife (CDFW) for evaluation. CDFW evaluated the petition and prepared the following report to the Commission: *Evaluation of a Petition from the Center for Biological Diversity to List Western Joshua Tree (Yucca brevifolia) as Threatened under the California Endangered Species Act of Fish and Wildlife* (CDFW 2020), which stated that CDFW recommended that the Commission accept the petition for further consideration under the California Endangered Species Act (CESA). **On September 22, 2020, the Commission decided that listing the species under CESA may be warranted and designated the species a candidate species, which means that Western Joshua tree will receive CESA protection during the candidate species review period.** The candidacy review period lasts approximately one year, at the end of which, the CDFW Commission will review scientific data studied by CDFW biologists who make a recommendation for full listing as a threatened or endangered species. It is also important to note that at its September 22, 2020 meeting, the Commission also approved conditional take of Western Joshua tree during the candidacy period, pursuant to California Fish and Game Code (FGC) Section 2084, for 15 renewable energy projects which have already completed their CEQA reviews and almost ready for construction.

The listing petition identifies predation, invasive species, wildfires, climate change, and habitat loss as threats to the western Joshua tree. The petition states that the greatest threat to Western Joshua trees is wildfire. Longer-term studies have indicated that the species has a relatively low post-fire survival rate and is slow to repopulate in the burned areas. Fires in the Mojave Desert have been more frequent than in the past and this is due to increased invasive species and drought conditions (CDFW 2020). The petition states that climate change is the greatest threat to the continued existence of the Western Joshua tree. Due to climate change, deserts have warmed and dried more quickly over the last 50 years than other ecoregions. Additionally, droughts also will probably lead to increased mortality, either directly, due to San Bernardino County Transportation Authority

stress, or indirectly, due to increased herbivory from rodents lacking alternative forage. The Western Joshua tree also does not appear to be moving successfully into higher elevations. The petition states that without habitat protection and rapid and significant reductions in greenhouse gas emissions, the Western Joshua tree will likely be extirpated from all or most of California within 80 years (CDFW 2020).

Implications of Species Candidacy

The current distribution of the western Joshua tree covers approximately 4,527,707 acres in California, of which approximately 38% of the distribution, or 1,722,331 acres, is located in San Bernardino County (based on CDFW 2020). Table 1 and Table 2 provide the acreage of the Western Joshua tree distribution within incorporated/unincorporated areas and by land ownership in the County.

Table 1. Western Joshua Tree Distribution in San Bernardino County

Incorporated and Unincorporated Area	Acreage	% of Distribution in County
Adelanto	33,834	2.0%
Apple Valley	36,524	2.1%
Hesperia	43,085	2.5%
Twentynine Palms	4,962	0.3%
Victorville	47,401	2.8%
Yucca Valley	25,494	1.5%
Unincorporated	1,531,030	88.9%
Total in San Bernardino County	1,722,331	

Notes: Based on the USFWS 2018/CDFW 2020 distribution for the Western Joshua tree in California.

Table 2. Western Joshua Tree Distribution in San Bernardino County by Land Ownership

Land Ownership	Acreage	% of Distribution in County
Military	300,267	17.4%
Bureau of Land Management	485,204	28.2%
National Park Service	69,767	4.1%
US Forest Service	71,182	4.1%
State Lands	16,296	0.9%
Local Governments	312	0.0%
Private	779,303	45.2%
Total in San Bernardino County	1,722,331	

Notes: Based on the USFWS 2018/CDFW 2020 distribution for the Western Joshua tree in California.

As a candidate species under CESA, the Western Joshua tree will now receive the protections provided under CESA, and take (impact/mortality) of the species would be regulated by CDFW. San Bernardino County Transportation Authority

Therefore, ongoing activities as well as new projects and activities that take the species (including individual specimens) currently requires take authorization from CDFW (see below).

Permitting Solutions and Conservation Strategies

Take of Western Joshua tree would require take authorization from CDFW through: (1) a project/activity-specific Incidental Take Permit (ITP) under FGC Section 2081, (2) a Natural Community Conservation Plan (NCCP), or (3) the FGC Section 2084 conditional take issued for numerous renewable projects. For most development and public projects and activities, the Section 2081 ITP will be the main mechanism for CESA compliance. Although the permitting requirements are not known at this time, it is anticipated that pre-project/activity surveys will be necessary to count the number and condition of trees in a project area, and impact avoidance, minimization, and mitigation will be required. CESA regulations require that the take (impact) be fully mitigated, which typically includes compensatory mitigation (i.e. providing replacement lands). Further, CDFW's issuance of an ITP is a discretionary action for a project or activity that must have gone through the appropriate CEQA review. ITP processing is typically conducted during a project's environmental review process, and can take 6 months to 1 year to obtain.

For many projects, obtaining a CESA ITP and completing CEQA review is a normal part of the development/activity planning and implementation process. For smaller projects/activities or projects/activities subject only to ministerial approvals, the candidacy of western Joshua tree likely increases the level of required environmental review/permitting. Projects/activities with the potential to adversely affect candidate species would be subject to CEQA review by the lead agency (typically a city, the County, or a district), and project proponents would need to obtain a CESA ITP for any unavoidable take of western Joshua tree, which would require CEQA review.

The San Bernardino County Regional Conservation Investment Strategy (SBC RCIS) is a regional strategy for conservation that addresses Western Joshua tree as a Focal Species. The SBC RCIS is designed to identify conservation priorities for Western Joshua tree to focus mitigation actions in a coordinated fashion region-wide. Although the SBC RCIS will not provide an ITP or take authorization for Western Joshua tree, it will be approved by CDFW and would streamline future mitigation actions and provide a guidance for the jurisdictions navigating through the permitting process. If pursued following SBC RCIS approval, Mitigation Credit Agreements (MCAs) could be developed as the next step to facilitate mitigation implementation.

References

CDFW (California Department of Fish and Wildlife). 2020. Evaluation of a Petition from the Center for Biological Diversity to List Western Joshua Tree (*Yucca brevifolia*) as Threatened under the California Endangered Species Act. Report to the California Fish and Game Commission. February 2020.

USFWS (U.S. Fish and Wildlife Service). 2018. Joshua Tree Status Assessment. July 20, 2018.

Rundel, Philip W.; Gibson, Arthur C. 1996. Ecological communities and processes in a Mojave Desert ecosystem: Rock Valley, Nevada. Cambridge; New York: Cambridge University Press. 369 p.

San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item
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NatureServe. 2017. "Yucca brevifolia." NatureServe Explorer: An Online Encyclopedia of Life. Version 7.1. Arlington, Virginia: NatureServe. Last updated November 2016. Accessed February 1, 2018. <http://www.natureserve.org/explorer>.

Financial Impact:

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

Reviewed By:

This item is also scheduled for review by the General Policy Committee on October 14, 2020. It has not been reviewed by any technical advisory committee. San Bernardino County Transportation Authority, in partnership with the County of San Bernardino, has been tracking the process of the Western Joshua Tree (*Yucca Brevifolia*) listing as an endangered species and will include a discussion on the topic in the Regional Conservation Investment Strategy (RCIS) Plan.

Responsible Staff:

Josh Lee, Chief of Planning

Attachment: Joshua Tree Discussion - Initial Report.10.2020 (7930 : Update on the Western Joshua Tree)

Approved
 Mountain-Desert Committee
 Date: October 16, 2020

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 24

Date: September 1, 2021

Subject:

Presentation by San Manuel Band of Mission Indians on AB 52 Compliance

Recommendation:

Receive a presentation from the San Manuel Band of Mission Indians regarding resources and training materials available to cities and counties for the purpose of achieving AB 52 compliance.

Background:

The San Manuel Band of Mission Indians will provide an overview of resources and training material for cities and counties around Assembly Bill (AB) 52 compliance. AB 52 added requirements to the California Environmental Quality Act (CEQA) that went into effect on July 1, 2015, requiring consultation with California Native American tribes and consideration of tribal cultural resources. By requiring consideration of tribal cultural resources early in the CEQA process, the legislature intended to ensure that local and tribal governments, public agencies, and project proponents would have information available early in the project planning process to identify and address potential adverse impacts to tribal cultural resources.

It is the hope that the information presented in this item will assist lead agencies in understanding the Tribal Consultation process outlined in the CEQA and further strengthen partnerships between local agencies and tribal governments.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item has not received prior policy committee review. The City/County Manager's Technical Advisory Committee reviewed this item at the August 5, 2021 meeting.

Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

Entity: San Bernardino Council of Governments

Attachment No. 1 - CEQA (AB52) Lead Agency Training Presentation -
San Manuel Band of Mission Indians
(HANDOUT)

CEQA AND TRIBAL INTERSECTIONS: A PRESENTATION FOR SBCTA BOARD OF DIRECTORS

- INTRODUCTION
 - Welcome
 - Panel Participant Introductions
 - Training Overview



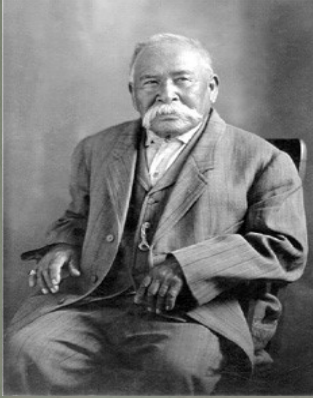
1

TRAINING OVERVIEW

This training is designed to assist Lead Agencies in understanding the Tribal Consultation process and cultural resources management-based processes outlined in CEQA (AB 52), and further strengthen partnerships between agencies and tribal governments.

2

Ethnography - Serrano

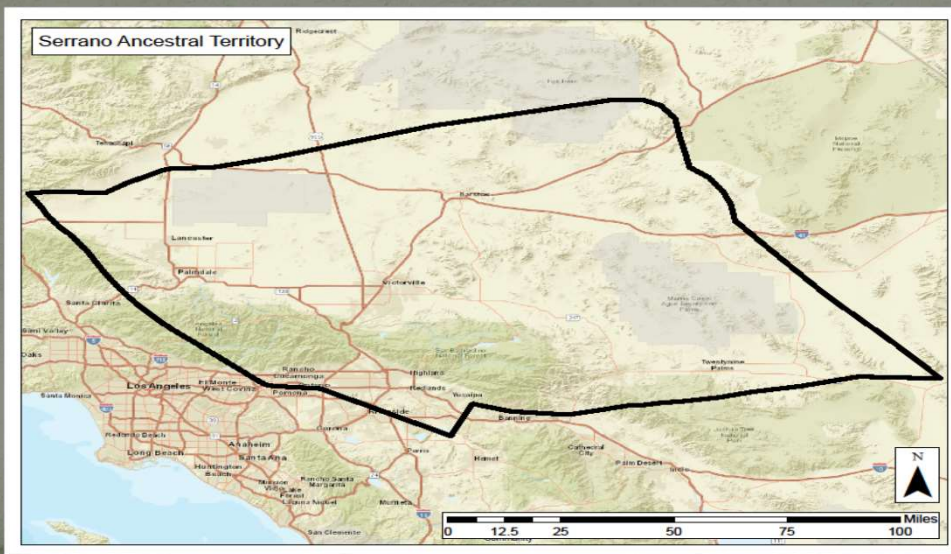


Santos Manuel, *Kiika'*
Late 19th/ Early 20th century leader
of the San Manuel Band of
Mission Indians

- The Maara'yam (Serrano) today live at San Manuel and Morongo Reservations
- San Manuel Reservation established in 1891, and home to the *Yuhaaviatam* Clan of Maara'yam
- Ancestrally, the Serrano occupied a wide area of Southern California—the San Bernardino Valley/San Bernardino Mountains, and the Mojave desert from the Antelope Valley portion of Los Angeles County to Baker and Twenty-Nine Palms

3

Serrano Ancestral Territory San Manuel Band of Mission Indians



4

GOALS OF CEQA (AB 52)

- Include California Native American tribes' knowledge and concerns in planning process
 - Recognizes tribes as governments
 - Requires consultation with tribes at earliest point in planning
 - Establishes "tribal cultural resources" category in CEQA
 - Requires appropriate levels of effort during archaeological investigations, informed by Tribal consultation
- Redesign projects to avoid cultural resources
- Mitigate impacts in culturally appropriate ways when avoidance is truly infeasible

5

ROLES & RESPONSIBILITIES

- Lead Agency:
 - Initiator
 - Communicator
 - Facilitator
 - Enforcer
- Tribal Government:
 - Requestor
 - Consulting Party
 - Subject Matter Resource

6

CONSULTATION: RULES OF ENGAGEMENT

➤ WHEN IS CONSULTATION REQUIRED?

- Applies to any project for which a negative declaration, mitigated negative declaration or EIR is to be prepared on or after July 1, 2015

➤ WITH WHOM IS CONSULTATION REQUIRED?

- **Initial:** Tribal governments and groups that have requested that the lead agency provide notification of projects
 - Requested consultation v. NAHC consultation lists
 - Federally-recognized tribes v. non-federally recognized tribes
- **Ongoing:** Tribal governments and groups that have identified Tribal Cultural Resource (TCR) or possible presence of TCR within project area or have knowledge/concerns about other cultural resource types

7

GOOD FAITH CONSULTATION

CONSULTATION REQUIRES A REASONABLE AND GOOD FAITH EFFORT BE MADE BY BOTH THE LEAD AGENCY AND EACH REQUESTING TRIBE

- Each Lead Agency decides their own process, and what constitutes a good faith effort during consultation
- The Lead Agency is required to maintain consultation on a government-to-government basis with each Tribe
- Either Lead Agency or Tribe(s) can conclude consultation if after reasonable effort it concludes no mutual agreement can be reached

8

NEXT STEPS

- Scheduled to provide training at 10/27/2021 SBCTA Planning and Development Technical Forum
 - Training will cover additional details related to cultural resource identification and treatment, as well as project mitigation
- Willing to meet individually with Planning Staff to streamline efforts to maximize communication & efficiencies
 - Can assist in developing best practices/guidance documents
 - Can review and prepare archaeological work plans

9

TRIBE'S CONTACT INFORMATION

- Jessica Mauck – Director of Cultural Resources Management
 - Email: jessica.mauck@sanmanuel-nsn.gov
 - Phone: Office: (909) 864.8933 x3249, Cell: (909) 725.9054
- Eric Ustation -- Director of Local Intergovernmental Affairs
 - E-mail: eric.ustation@sanmanuel-nsn.gov
 - Phone: (909) 491-0135

10

Questions and Answers



11

San Manuel Band of Mission Indians

THANKS YOU for ATTENDING!



12

Minute Action

AGENDA ITEM: 25

Date: *September 1, 2021*

Subject:

Agreement No. 21-1002660 with FNA California, LLC for Sole Source Purchase and Sale Agreement for Property Assessed Clean Energy Assessment Receivables

Recommendation:

That the Board, acting as the San Bernardino Associated Governments:

A. Approve **Sole Source** Purchase and Sale Agreement No. 21-1002660 with FNA California, LLC to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2015-2016 through 2020-2021 tax years, and authorize the Executive Director, with the approval of General Counsel as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Background:

Under the Master Indentures that outline how San Bernardino Associated Governments (SANBAG) will issue bonds for the Property Assessed Clean Energy (PACE) Program, any property owner that is delinquent in their tax bill on October 1st of each year will be subject to SANBAG starting a judicial foreclosure process. The Master Indentures provide that SANBAG may elect to defer the judicial foreclosure proceedings if SANBAG has received or advanced funds to cover the delinquent amounts.

In June 2020, SANBAG's Special Tax Consultant, David Taussig & Associates (DTA), reported that there were 142 properties considered delinquent for the 2020-2021 tax year and 153 properties delinquent from the 2015-2016 through 2019-2020 tax years combined. DTA transmitted delinquency notices to the delinquent property owners after the 1st and 2nd tax installments were not paid. The delinquencies by tax year are shown in the table below.

Tax Year	Amount of Tax Levy	Number of Properties	Amount Delinquent	Number of Delinquent Properties	Delinquency Rate by Value
14/15	\$7,856,008.93	3,160	\$0.00	0	0.00%
15/16	\$19,058,514.63	7,103	\$9,499.42	4	0.05%
16/17	\$29,734,139.75	10,557	\$35,583.28	12	0.12%
17/18	\$35,736,978.72	12,384	\$78,075.62	31	0.22%
18/19	\$31,123,600.04	10,731	\$115,887.01	43	0.37%
19/20	\$25,179,345.70	8,766	\$175,643.36	63	0.70%
20/21	\$19,906,970.38	7,062	\$318,549.64	142	1.60%

In order for the Board of Directors to defer the judicial foreclosure process, the delinquent amounts must be advanced to the Trustee--either by SANBAG, or by a third party, such as FNA California, LLC, pursuant to an agreement with SANBAG allowing that third party to advance the funds and to be reimbursed for such advance when the delinquent assessments are brought current. Purchase and Sale Agreement No. 21-1002660 accomplishes this task.

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

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Page 2

This contract allows FNA California, LLC to exercise its right of first refusal to purchase the PACE assessment delinquencies as of June 30, 2021, as outlined in Purchase and Sale Agreement No. 21-1002484 approved by SANBAG and dated October 27, 2020. Award of this contract to a sole source is justified as SANBAG is contractually obligated to honor FNA California, LLC's right of first refusal. FNA California, LLC will pay a fee equal to 2.5% of the delinquent assessments, which is \$18,331 based on current delinquencies, to be used by SANBAG to cover our administrative costs as well as the additional costs incurred by our Special Tax Consultant. FNA California, LLC is providing a similar service with the same fee for Western Riverside Council of Governments (WRCOG) for their local and statewide PACE programs.

Staff recommends that it is in the best interest of SANBAG and property owners to defer the judicial foreclosure process and to approve the agreement with FNA California, LLC as a sole source vendor and allow them to advance the delinquent amounts. These actions will provide property owners more time to become current on their assessments and will allow SANBAG to meet the conditions of the Master Indentures for the bonds.

Financial Impact:

This item is consistent with the SBCTA Fiscal Year 2021/2022 adopted Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

General Contract Information

Contract No: 21-1002660 Amendment No.: _____

Contract Class: Receivable Department: Council of Governments

Customer ID: 03543 Customer Name: FNA California, LLC

Description: Fees related to purchase of PACE Program Delinquent Assessments

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	18,331.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	18,331.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	18,331.00

Contract Authorization

Board of Directors Date: 09/01/2021 Board Item # 7910

Contract Management (Internal Purposes Only)

Local						Services																																																																													
Accounts Receivable																																																																																			
Total Contract Funding:		\$		18,331.00		Funding Agreement No:		21-1002660																																																																											
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Duane Baker

Project Manager (Print Name)

Duane Baker

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 21-1002660 Purchase and Sale Agreement Delinquent PACE Assessments (7910 : Sole Source Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

Dated as of _____, 2021

between

SAN BERNARDINO ASSOCIATED GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

Regarding
Assessment Installment Receivables
for the 2021-2022 Tax Year

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DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of _____, 2021, between San Bernardino Associated Governments ("SANBAG"), a joint exercise of powers authority existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

SANBAG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on properties participating in the SANBAG HERO Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

Certain Assessment Installment Receivables may be subject to Executive Order No. N-61-20 issued by Governor Newsom on May 6, 2020 which provides relief for taxpayers suffering financial hardship due to COVID-19 by cancelling the provisions of the Revenue and Taxation Code that require a tax collector to impose the 10% penalty and other charges for delinquent tax payments through May 2021 provided that property owners satisfy certain conditions set forth in Executive Order N-61-20.

SANBAG has determined that it is in the best interests of SANBAG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

Now, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Article I Definitions

Section 1.01 Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“1915 Act” means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

“Agreement” means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Assessment” means each “Assessment” as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

“Assessment Administrative Fee” means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Administrator” means David Taussig & Associates, and its successors, or any financial consultant or firm of such financial consultants judged by SANBAG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

“Assessment Contract” shall have the meaning given such term in the applicable Master Indenture.

“Assessment Installment” means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

“Assessment Installment Receivable” means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

- (i) was levied by SANBAG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to SANBAG if and when collected,
- (ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

(iii) had not been received by SANBAG or the Trustee, on behalf of SANBAG, as of the Cut-off Date,

(iv) is due and owing to SANBAG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

“Assessment Installment Receivable Balance” means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of SANBAG and payable to the SANBAG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

“Assessment Installment Receivables Schedule” means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

“Assessment Installments Purchased” has the meaning set forth in Section 2.01(a) hereof.

“Assessment Lien” means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

“Closing Date” means _____, 2021.

“Collections” means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

- (i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,
- (ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,
- (iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and
- (iv) all Assessment Administrative Fees levied in connection therewith that are distributable to SANBAG, if any.

“Company” means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

“County” means the County of San Bernardino, California.

“Cut-off Date” means _____, 2021.

“Defective Assessment Installment Receivable” has the meaning set forth in Section 3.01(c) hereof.

“Defective Assessment Installment Receivable Purchase Amount” means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been

applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

"Delinquent Tax Roll" means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to SANBAG and the Company.

"Executive Order" means Executive Order No. N-61-20 issued by Governor Newsom on May 6, 2020, as may be extended or amended in the future.

"Master Indenture" means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

"Opinion of Counsel" means one or more written opinions of counsel, who may be an employee of or counsel to SANBAG, which counsel shall be acceptable to the recipient of such opinion or opinions.

"Person" any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

"Premium" has the meaning set forth in Section 2.01(a) hereof.

"Property" means, with respect to an Assessment Installment Receivable, the real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

"Property Owner" means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

"Purchase Price" has the meaning set forth in Section 2.01(a) hereof.

"Purchased Tax Year" means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

"Purchased Receivables" means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

"Responsible Officer" means, with respect to SANBAG, the Executive Director, and the Deputy Executive Director, or any other official of SANBAG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official of SANBAG to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject.

"SANBAG" means San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of SANBAG.

"SANBAG HERO Program" means the SANBAG HERO Program established by SANBAG pursuant to Chapter 29 and the 1915 Act.

"State" means the State of California.

"Tax Year" means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

"Trustee" shall mean Deutsche Bank National Trust Company, a national banking association duly organized and existing under the laws of the United States of America, acting as trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Term of this Agreement.

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

Article II

Purchase and Sale of Assessment Installment Receivables

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale.* In consideration of the Company's promise to deliver on the Closing Date to or upon the order of SANBAG the sum of \$_____ (the "Purchase Price"), which is equal to the principal amount of \$_____ of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased ("Assessment Installments Purchased"), plus a premium equal to two and one half percent (2.5%) of the Assessment Installments Purchased (the "Premium") in the amount of \$_____, SANBAG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of SANBAG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

- (i) the Assessment Installment Receivables;
- (ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and
- (iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of SANBAG. SANBAG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the

Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by SANBAG.

(d) *Assessment Installment Receivables subject to the Executive Order.* The Company hereby acknowledges that a portion of the Assessment Installment Receivables may be subject to the Executive Order and that for such Assessment Installment Receivables the Company will not receive certain fees and penalties which were cancelled pursuant to the provisions of such Executive Order. The Company hereby agrees that SANBAG has no obligation to pay to the Company any such fees or penalties suspended and cancelled pursuant to the provisions of the Executive Order; provided, however, if such fees or penalties which have been cancelled for any Assessment Installment Receivable are paid by the property owner and received by SANBAG, such fees and penalties shall be remitted to the Company.

Section 2.02 Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of SANBAG herein, to the accuracy of statements to be made by or on behalf of SANBAG, to the performance by SANBAG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of SANBAG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of SANBAG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, SANBAG and the Company.

(ii) *Certificate of SANBAG.* A certificate signed by an appropriate official of SANBAG to the effect that:

(A) SANBAG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date,

(B) the representatives of SANBAG who executed this Agreement have been duly authorized to do so on behalf of SANBAG,

(C) the representations, agreements and warranties of SANBAG herein are true and correct in all material respects as of the Closing Date,

(D) SANBAG has complied with all the terms of this Agreement which are required to be complied with by SANBAG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of SANBAG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03 Right to Terminate. If SANBAG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to SANBAG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, SANBAG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04 Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by SANBAG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure SANBAG's obligations to the Company hereunder, SANBAG takes the actions set forth below.

(a) SANBAG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

- (i) the Assessment Installment Receivables;
- (ii) the Collections; and
- (iii) all proceeds of the foregoing.

(b) SANBAG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from SANBAG;

(ii) SANBAG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

(iii) other than the lien granted to the Company pursuant to this Agreement, SANBAG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) SANBAG is not aware of any judgment or tax lien filings against SANBAG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by SANBAG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of SANBAG to release such Assessment Installment Receivable from the lien of this Agreement.

Article III

The Assessment Installment Receivables

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) *Representations and Warranties.* SANBAG hereby represents and warrants to the Company that to SANBAG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) SANBAG was the sole owner of such Assessment Installment Receivable;

(ii) SANBAG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) SANBAG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon SANBAG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by SANBAG did not contravene or conflict with any laws, rules or regulations applicable to SANBAG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by SANBAG and, to the best knowledge of SANBAG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of SANBAG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by SANBAG and by the County on the secured property tax roll on behalf of SANBAG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) except for the Assessment Installment Receivables subject to the Executive Order, the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) except for the Assessment Installment Receivables subject to the Executive Order, interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment

Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) SANBAG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) SANBAG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of SANBAG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04 Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by SANBAG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall SANBAG or any of its officers or employees have any liability if it was subsequently discovered that such representations and warranties were in fact false at the time they were made, other than the obligation of SANBAG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by SANBAG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify SANBAG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require SANBAG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will SANBAG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. SANBAG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require SANBAG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to SANBAG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. SANBAG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to

obtain the reason(s) for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable Repurchase Date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which SANBAG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, SANBAG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to SANBAG on the Closing Date.

The obligations of SANBAG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and SANBAG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by SANBAG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and SANBAG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to SANBAG. SANBAG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to SANBAG. If SANBAG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments

shall be deemed final and binding on SANBAG, and SANBAG shall remit any payment required by Section 3.01(e).

Section 3.02 Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of SANBAG in the enforcement and collection of the Purchased Receivables, including but not limited to SANBAG's lien priority, and SANBAG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of SANBAG.

From and after the receipt by SANBAG of the Purchase Price on the Closing Date, SANBAG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by SANBAG in accordance with Section 3.01 hereof.

SANBAG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. SANBAG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by SANBAG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by SANBAG such funds shall first be used to reimburse SANBAG for any such costs that have not been paid by the Company and, upon reimbursement of SANBAG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and SANBAG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code (the "R&T Code"). The Company shall initially forebear from requesting SANBAG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of nine (9) years from the date of the original delinquency of the Purchased Receivable. If the County fails to attempt to sell such Property as required pursuant to R&T Code Section 3692 within nine (9) years from the date such Property can be sold at a tax sale, the Company may request that SANBAG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable. Following

receipt of such request from the Company, SANBAG may, at its sole discretion, (1) initiate such foreclosure proceedings or (2) repurchase such Purchased Receivable from the Company for an amount equal to the Purchase Price and Premium of such Purchased Receivables set forth in the Assessment Installment Receivables Schedule reduced by the amount, if any of Collections on such Purchased Receivables which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, SANBAG shall mark its appropriate records so that, from and after the Closing Date, records of SANBAG shall indicate that such Purchased Receivables have been sold. SANBAG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* SANBAG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to SANBAG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of SANBAG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA
ABA 071006486
Acct Number: 2202292
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to SANBAG and not paid to the Company, the Company may notify SANBAG in writing and SANBAG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by SANBAG from the County are not remitted to the Company within ten (10) business days of such notice, SANBAG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

SANBAG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from SANBAG, the Trustee or the Assessment Administrator. In addition, SANBAG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for

the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by SANBAG.

(d) *Covenant Not to Waive Penalties.* SANBAG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

Article IV SANBAG

Section 4.01 Representations of SANBAG. SANBAG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* SANBAG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of SANBAG, SANBAG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of SANBAG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of SANBAG or of the voters of SANBAG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional

provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which SANBAG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of SANBAG, pending or threatened, that:

(i) in any way questions the legal existence of SANBAG or the titles of the officers of SANBAG to their respective offices that would have any material likelihood of affecting the obligations of SANBAG under this Agreement;

(ii) contests the validity or the power and authority of SANBAG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by SANBAG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of SANBAG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to SANBAG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02 Additional Representations and Agreements. SANBAG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) SANBAG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to SANBAG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. SANBAG

has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to SANBAG consistent with other objectives and requirements of SANBAG.

(b) SANBAG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between SANBAG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) SANBAG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) SANBAG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner of such Assessment Installment Receivables. Such records of SANBAG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by SANBAG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) SANBAG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by SANBAG has been or will be not only the obligation of SANBAG, but also of the Company, or (ii) any creditor or future creditor of either SANBAG or the Company cause to believe mistakenly that SANBAG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03 Representations of Company. Company makes the following representations as of the Closing Date on which the SANBAG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from SANBAG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date

hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from SANBAG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from SANBAG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

Article V Miscellaneous

Section 5.01 Amendment. This Agreement may be amended by an instrument in writing signed by SANBAG and the Company.

Section 5.02 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03 Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or SANBAG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company: FNA California, LLC
c/o First National Assets
120 N. LaSalle, Suite 1220
Chicago, IL 60602
Attn: General Counsel

If to SANBAG: San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410
Attn: Duane Baker, Deputy Executive Director

Section 5.04 No Assignment by SANBAG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by SANBAG.

Section 5.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of SANBAG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09 Governing Law and Venue.

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in San Bernardino, California.

(c) If SANBAG commences any action against the Company in a court located other than in Riverside or San Bernardino, California, upon request of the Company, SANBAG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State), California or, if the court where the action is initially brought will not or cannot transfer the action, SANBAG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State), California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against SANBAG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in San Bernardino County, California.

(e) If the Company commences any action against SANBAG in a court located other than in Riverside (federal) or San Bernardino (State) County, California, upon request of SANBAG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State) County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice

and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State) County, California.

(f) With respect to any action between SANBAG and the Company in California State Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between SANBAG and the Company in Federal Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

Section 5.10 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, SANBAG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

Section 5.11 Successor Is Deemed Included In All References To Predecessor. Whenever in this Agreement either SANBAG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of SANBAG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12 Waiver of Personal Liability. No member, officer, agent or employee of the Company or SANBAG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13 Exclusive Right of First Refusal. SANBAG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandis*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2023, June 30, 2024 and June 30, 2025 as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously

purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By _____
Name: Raymond W. Wolfe
Title: Executive Director

Approved as to Form

By: _____
Bond Counsel

FNA CALIFORNIA, LLC

By _____
Name: John Eisinger
Title: CEO

DRAFT

Attachment: 21-1002660 - Purchase and Sale Agreement for Pace Delinquencies with FNA - DRAFT Watermark (7910 : Sole Source Purchase

EXHIBIT “A”
ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

DRAFT

Attachment: 21-1002660 - Purchase and Sale Agreement for Pace Delinquencies with FNA - DRAFT

EXHIBIT "B"
LIST OF MASTER INDENTURES

- (a) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2013, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (b) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (c) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (d) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (e) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Third Residential Property Tranche – Phase One);
- (f) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fourth Residential Property Tranche – Phase One);
- (g) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fifth Residential Property Tranche – Phase One);
- (h) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvements

Bonds (SANBAG HERO Program) (Sixth Residential Property Tranche – Phase One);

- (i) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Seventh Residential Property Tranche – Phase One);
- (j) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eighth Residential Property Tranche – Phase One);
- (k) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Ninth Residential Property Tranche – Phase One);
- (l) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the San Bernardino Associated Governments Limited Subordinate Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One), as amended;
- (m) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Tenth Residential Property Tranche – Phase One);
- (n) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One);
- (o) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One).

EXHIBIT "C"
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.
2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.
3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land, (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.
4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than \$75,000.
5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date.
6. An Assessment Installment Receivable that was not originated by a SANBAG or any of its authorized program administrators.
7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.
8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).
9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

Minute Action

AGENDA ITEM: 26

Date: September 1, 2021

Subject:

Insurance Update and Binding of the General Commercial Liability Insurance Policy

Recommendation:

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

Authorize the Director of Special Projects and Strategic Initiatives to bind the Commercial General Liability Policy up to \$228,856, i.e., 10% over the estimate of \$208,051, and authorize the Executive Director to bind the policy should the amount exceed \$228,856.

Background:

At their June 2, 2021 meeting, the Board of Directors approved the binding of San Bernardino County Transportation Authority's (SBCTA's) Liability coverage with a policy limit of \$5 million as presented, in an amount not-to-exceed \$208,051. At that same meeting, Board members also expressed interest in exploring Pools that share risk to see if they were more cost effective for SBCTA's liability program.

For this renewal, SBCTA directed the broker to obtain premium indicators for the same program structure as purchased last year, which includes General Liability, Automobile Liability, Employment Practices Liability and coverage for Public Officials Errors and Omissions Liability, and to explore risk pools and insurance products available in the current market.

As of today, premium quotes are not yet available for SBCTA's September 2021 Commercial General Liability policy renewal. SBCTA's contracted insurance broker, Alliant Insurance Services, Inc., is estimating the renewal premium. The estimate is based on their knowledge of the current market, their experience with the renewals of other public sector clients, as well as their conversations with the underwriting community. The estimate represents a 25% increase from last year's premium of \$166,441. The increase can be attributed to an overall continued tightening of the insurance market, reduced market capacity, upward trends in national jury verdicts, and carriers' desire to shy away from California public entities and civil unrest events of recent years.

Alliant reached out to 14 Insurance Carriers and several Risk Pools as part of the marketing efforts for SBCTA's Commercial General Liability insurance. Risk pools and carriers that were approached for bids were selected on the basis of their historical premium rates, coverage criteria, and underwriting background. In addition, carriers were required to have experience with public agencies, adequate financial reserves, and a rating by A.M. Best Company of Excellent or better. Several of the carriers and pools were interviewed. Alliant anticipates receipt of quotes from three of the carriers by the end of the month; the other 11 carriers declined to quote.

Furthermore, only two insurance pools, Public Risk Innovation Solutions and Management (PRISM) and Special District Risk Management Authority (SDRMA) were interested in SBCTA as a potential member. These two pools have an organizational structure and their membership

Entity: San Bernardino County Transportation Authority

includes entities most similar to SBCTA. Their coverage programs can provide similar (or better) coverage than SBCTA currently holds. Both pools take a conservative approach to financing for losses and are accredited with excellence by the California Association of Joint Powers Authorities (CAJPA). Risk pools were formed for the purpose of providing insurance solutions, particularly in a hardened market cycle (like the current market) and provide expansive risk management support services. However, there are risks in pooling. Risk Pool membership is subject to future retrospective assessments when the losses exceed what was projected when rates were set. Although these assessments are rare, there have been at least two risk pools in California that have levied significant retrospective assessments in the last five years. Additional risk stems from members having no control over the underlying loss control and claims management of other pool members from whom they are assuming losses.

Unfortunately, while initially expressing interest in SBCTA, PRISM has looked at our account two years in a row and is not able to compete with the current program. At this time, PRISM can only underwrite a \$25 million policy at approximately \$600,000 annually. SBCTA currently has a \$5 million Commercial General Liability policy plus a \$5 million excess policy. The excess policy was renewed as of July 1, 2021. Based on our current loss experience, it is not recommended to increase our coverage at this time. However, coverage will need to increase to a minimum of \$25 million once the Interstate 10 (I-10) Express Lanes go into operation. The PRISM program will be reassessed at that time.

Special District Risk Management Authority is a public agency formed under California Government Code Section 6500 et seq. and provides a full-service risk management program for California's local governments. For over three decades, SDRMA has provided members with comprehensive coverage protection. Currently, SDRMA is working to underwrite SBCTA's exposure and a quote is expected before the end of the month.

SBCTA's program is currently in a Group Insurance Purchase Program (Special Liability Insurance Policy (SLIP)), underwritten by Great American Insurance. In this program, better rates are achieved by pooling multiple risks together. Riverside County Transportation Commission (RCTC) and Transportation Corridor Agencies of Orange County (TCA) both participate in the same SLIP program and they are both represented by Alliant. This is not a risk sharing pool. Alliant expects SLIP to present a competitive renewal premium.

Once all quotes are received, staff will work with Alliant to identify the program that will provide the best coverage at the best price with the lowest risk. If the program selected is not the SLIP program, an update will be provided to the Board after binding coverage.

Due to the changing market conditions, Alliant's estimates may be exceeded. Therefore, staff is requesting approval to bind the liability coverage even if it exceeds the estimate of \$208,051. If the premium amount exceeds 10% over this estimate, binding will require approval from the Executive Director. Staff will work to stay within that limit, but it is critical that coverage not be allowed to lapse, as it is required by the U.S. Department of Transportation as part of the loan agreement under the Transportation Infrastructure Finance and Innovation Act (TIFIA) for the I-10 Express Lanes Contract 1. If the estimate is exceeded, staff will report back to the Board with the final cost and all efforts undertaken to minimize the cost. Staff will continue to explore Risk Pools in all future renewals and monitor the changing insurance market.

Board of Directors Agenda Item
September 1, 2021
Page 3

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Risk Manager have reviewed this item.

Responsible Staff:

Steven Keller, Risk Manager

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 27

Date: September 1, 2021

Subject:

Mt. Vernon Viaduct High Cost Agreement for Right-of-Way and Construction

Recommendation:

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

A. Approve Agreement No. 22-1002679 with the California Department of Transportation (Caltrans) for the right-of-way and construction phases of the Mt. Vernon Viaduct Project (Project) funding, where San Bernardino County Transportation Authority will be responsible for initial funding of the phases and up to \$5 million for any required financing costs to provide that funding with reimbursement to occur at \$40 million per year from Caltrans' Highway Bridge Program, starting in Fiscal Year 2021/2022, until all financing costs and the federal share of Project costs are fully reimbursed as detailed in the agreement.

B. Approve required budget amendment for Fiscal Year 2021/2022 of \$50 million to issue commercial paper and pay financing costs as described in the financial impact section for Project cash flow needs prior to availability of reimbursement by Caltrans.

Background:

Work is ongoing on the Mt. Vernon Viaduct Project (Project). The existing bridge has been deconstructed and final design work for the new bridge is ongoing with the 65% Plans recently submitted by the Design-Builder for review. On the right-of-way side, most of the utility relocations have been completed, 44 parcel rights have been acquired with approximately 10 properties remaining to be acquired, including some larger commercial properties. San Bernardino County Transportation Authority (SBCTA) is the implementing agency for the preliminary engineering, right-of-way and design-build phase of the Project on behalf of the City of San Bernardino, per a cooperative agreement executed between the two parties.

This \$225 million Project is funded primarily from Federal Highway Bridge Program (HBP) funds administered by California Department of Transportation (Caltrans), along with State funds, a BNSF Project contribution, and Measure I Arterial funds (City of San Bernardino share) and Developer Impact Fees (DIF) from the City of San Bernardino. The SBCTA Board of Directors (Board) approved a High Cost Agreement (HCA) with Caltrans for the right-of-way phase at its January 2019 meeting and a HCA with Caltrans for the construction phase at its July 2019 meeting which specified reimbursement to SBCTA from the HBP. At that time, Caltrans intended to cash flow the project expenditures in order to eliminate finance costs. However, since then the capacity of the HBP was analyzed by Caltrans with a finding that funding for projects statewide is limited and these two HCAs cap the total HBP reimbursement for both phases combined to a maximum of \$20 million/year, creating deferred reimbursement and the requirement for short-term borrowing.

Construction of the new bridge is anticipated to be complete in the first half of 2024 along with all anticipated right-of-way settlements. As a result, all Project expenditures are anticipated to be made within the next three years or so. Based on the two HCAs, full Project reimbursement would not be complete until a number of years after all expenditures were made. As a result,

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 1, 2021

Page 2

short term financing would be required to bridge the time gap between expenditure and ultimate reimbursement by Caltrans. SBCTA staff have therefore been working with Caltrans staff to determine ways to reduce or eliminate these short-term borrowing costs and to lower the overall Project cost.

Agreement No. 22-1002679 is a new HCA developed from extensive discussions with Caltrans staff which significantly increases the reimbursement yearly cap for the combined right-of-way and construction phases to \$40 million/year, thus reducing the amount of funds needed to finance the project. This agreement also covers up to \$5 million in short term financing costs. Even at the \$40 million/year in HBP reimbursement, there will still be some short term borrowing required for the Project based on costs incurred to date and projected cash flow for expenditures. This agreement will supersede the Board-approved HCAs for the right-of-way and construction phases (Contracts No. 18-1001963 and No. 19-1002231). This new Agreement No. 22-1002679, while not entirely eliminating short term borrowing, is a significant improvement from the prior agreements by increasing the yearly cap for reimbursement, covering the anticipated short term financing costs that would be incurred by SBCTA, and advancing the completion of all HBP reimbursement Federal Fiscal Year (FFY) 2024/2025, which is shortly after construction completion.

Recommendation B is to approve a budget amendment for Fiscal Year 2021/2022 of \$50 million to issue commercial paper for short-term borrowing for the project. The HCA specifies that the financing and interest costs will be funded with HBP funds and local match. The HBP funds available for Project costs have been increased to account for the required local match.

Since this agreement specifies increased reimbursement for the current FFY and for the upcoming FFY, starting October 1, 2021, staff is bringing this item directly to Board and recommending approval such that these terms can be implemented as soon as possible.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. Recommendation B is for a budget amendment of \$50 million to issue commercial paper. The issuance of commercial paper will be recorded in 6018 (Commercial Paper Program Fund) with budget amendment of \$47 million and budgeted financing costs of \$3 million will be recorded in funds 2080 (Highway Bridge Program), 6010 (City of San Bernardino), 4131 (MSI Arterial) and 6010 (BNSF Participating).

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This is being brought directly to Board due to the need to expedite approval. SBCTA General Counsel has reviewed this item and the draft agreement.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: September 1, 2021

Witnessed By:

General Contract Information

Contract No: 22-1002679 Amendment No.: _____

Contract Class: Receivable Department: Project Delivery

Customer ID: CDOT HBP Customer Name: California Department of Transportation

Description: Mt. Vernon Viaduct High Cost Agreement for Right of Way and Construction Phases

List Any Accounts Payable 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: 09/01/2021 Board Item # 7903

Contract Management (Internal Purposes Only)

Federal

MOU/COOP/JPA

N/A

Accounts Receivable

Total Contract Funding:		\$	-	Funding Agreement No:		22-1002679	
Beginning POP Date:		09/01/2021		Ending POP Date:		12/31/2039	
Final Billing Date:		12/31/2039					
Expiration Date:		12/31/2039					

Dennis Saylor

Project Manager (Print Name)

Paula Beauchamp

Task Manager (Print Name)

This is MOU, separate CSS and contract numbers will be issued with each E-76. The issuance of commercial paper will be recorded in Fund 6018 (commercial paper program capital projects fund) and financing costs in Funds 2080 (HBP), 6010 (City), 4131 (MSI Arterial) and 6010 (BNSE Participating)

Attachment: 22-1002679 css [Revision 2] (7903 : Mt. Vernon Viaduct High Cost Agreement for Right-of-Way and Construction)

California Department of Transportation

DISTRICT 8 OFFICE OF LOCAL ASSISTANCE
 464 WEST FOURTH STREET ms760 | RIVERSIDE, CA 92401-1400
 (909) 806-3944 | FAX (909) 383-7131 TTY 711
www.dot.ca.gov/caltrans-near-me/district-8/district/8/programs



August 11, 2021

Ms. Andrea Zureick
 Director of Fund Administration
 San Bernardino County Transportation Authority
 1170 W. 3rd Street
 San Bernardino, CA 92410-1715

FTIP/FSTIP ID: SBD31905
 Federal Aid Project Number: 6507(003)
 Project Description: Replace the Mt.
 Vernon Avenue Bridge (54C0066)
 Over the BNSF Railyard

Dear Ms. Zureick:

The purpose of this letter is to commit the California Department of Transportation (Department) to fund the replacement of the Mt. Vernon Avenue Bridge (54C0066) over the Burlington Northern Santa Fe (BNSF) Railyard construction project (Project) consistent with the attached draft project funding sheet. The Department requests the San Bernardino County Transportation Authority (SBCTA) to concur with this proposal and commit local resources to allow the Department to produce a new financially constrained Highway Bridge Program (HBP) list for the SBCTA region. SBCTA will then incorporate the revised Program list into the Federal Transportation Improvement Program (FTIP).

The Department, in cooperation with the Local Highway Bridge Program (HBP) Advisory Committee (California Streets & Highway Code Section 2413), has implemented a policy to fund high cost bridge projects. Members of Local HBP Advisory Committee include the Department (Chair), representatives from the League of California Cities, the California State Association of Counties, the California Association of Councils of Governments, California Transportation Commission staff, and the Federal Highway Administration.

It has been demonstrated that high cost projects commit large sums of federal funds but cannot spend the funds in one year due to local agency contract processes, time to mobilize the contractors and the time it takes to actually construct large projects. These idled federal funds could be used to advance other projects. Cash management is critical to effective stewardship of the local HBP.

Jointly Headquarters HBP and SBCTA staff has partnered to overcome any forecast obstacles. This entailed developing a risk register to identify risks which may impact the cost to finance this project and generally pertain to likely interest rate increases and increased finance costs associated with construction costs in excess of planned reimbursement. An opportunity was also listed which identified fully funding current outstanding reimbursements to reduce the anticipated finance expenditures. Jointly the team will plan future biannual meetings to discuss and plan the next fiscal year project cash flow needs.

Ms. Andrea Zureick,
 Director of Fund Administration
 August 11, 2021
 Page 2

FTIP/FSTIP ID: SBD31905
 Federal Aid Project Number: 6507(003)
 Project Description: Replace Mt. Vernon
 Avenue Bridge (54C0066) over
 the BNSF Railyard

This letter implements the cash management policy for the Project. The Project is subject to the high cost policy because the Right of Way and Construction phases exceed \$35 million.

The Department's funding commitments, as shown in the attached draft project funding sheet, are conditional. The conditions are as follows:

1. Agency is responsible for committing (budgetary) non-federal fund sources to fund the Advance Construction (AC) to cash flow the high cost phase of the Project.
2. AC conversion may not be automatic if there are delays in constructing the Project. At least 50% of the federal funds obligated on the Project must be reimbursed to justify future programmed AC conversion.
3. HBP Guidelines authorizes the Department to reserve current year HBP funds for projects programmed in that current year through March 30th. After March 30th, the Department redirects the HBP funds to other projects that may be advanced from future years of the FTIP. Current year programmed AC conversion must be obligated prior to March 30th.
4. Additional AC conversion may be obligated in Federal Fiscal Years 21/22, 22/23, and 23/24 using Expedited Project Selection Procedures (EPSP), if HBP funds are available after April 15th of each year.
5. Congress has authorized a four-year transportation act extension which provides federal funding through Federal Fiscal Year 20/21. It is unknown what the State's authority to commit and/or obligate future HBP funds will be until there is either a new act or another extension to the current act.
6. In the event the Project becomes inactive, the funding commitment in this letter may be vacated and a new letter must be developed. An "inactive project" is a project for which no expenditures have been charged against federal funds for the past 12 months. (23CFR630.106(a)(5))
7. Nothing in this letter can be considered a payable contractual commitment by the Department. Contractual commitments to the Agency are made through the procedures/processes defined in the Local Assistance Procedures Manual.
8. The attached draft project funding sheet includes \$5 million of programming for financing costs the Agency may incur to fund local funded AC. The HBP will only reconsider additional financing costs for the project, should they be necessary, at the end of the project and after review of the financing information for the financing costs. The financing information shall be provided twice per year throughout the project and shall include date of commercial paper issuance and amount, maturity date, interest rate and interest amount. The interest cost will be programmed between right-of-way and construction phases.

Ms. Andrea Zureick,
 Director of Fund Administration
 August 11, 2021
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FTIP/FSTIP ID: SBD31905
 Federal Aid Project Number: 6507(003)
 Project Description: Replace Mt. Vernon
 Avenue Bridge (54C0066) over
 the BNSF Railyard

Other Recommendations:

9. The Agency is advised to ensure HBP funds are obligated prior to March 30th of any given year or risk losing programmed funds. It is recommended the Agency schedule project authorizations and AC conversions in the late fall of any given year to ensure federal funds are available.
10. This letter, returned to the District Local Assistance Engineer, with Agency approval signature (below) may be used in lieu of the submittal of Exhibit 3-I, Request for Local Advance Construction Authorization, from the Local Assistance Procedures Manual.
11. The local agency is further reminded that this project is subject to mandatory value analysis since the total project cost is more than \$40 million. The total project costs greater than \$100 million, additional federal oversight will be required such as a multi-year financial plan and other project specific federally mandated oversight.

The Department requests the Agency to commit their local resources consistent with this proposal to allow the Department to produce a new financially constrained bridge program list for the SBCTA region.

If you have questions, please contact me at (909) 806-3944 or Karen Nguyen of my staff at (909) 806-3915.

Sincerely,



Alberto Vergel de Dios
 District 8 District Local Assistance Engineer

Enclosures
 Local Agency AC Commitment Block
 Draft Project Funding Sheet

Ms. Andrea Zureick,
 Director of Fund Administration
 August 11, 2021
 Page 4

FTIP/FSTIP ID: SBD31905
 Federal Aid Project Number: 6507(003)
 Project Description: Replace Mt. Vernon
 Avenue Bridge (54C0066) over
 the BNSF Railyard

Local Agency AC Commitment Block
 6507(003)

The Agency agrees to use local funds in lieu of federal funds to finance the cost of work as shown in the attached draft project funding sheets shown as LOCAL FUNDED AC until such time that federal funds become available for obligation and subsequent reimbursement of eligible work. It also is understood that federal reimbursement is not guaranteed for funds identified as LOCAL FUNDED AC.

The Agency understands that work performed prior to federal authorization is ineligible for federal reimbursement and that advertising the construction contract prior to federal authorization will deem the construction and construction phases of work ineligible for federal funds.

 Local Agency Representative Authorized
 To Commit Local Funds

 Date

 Print Name and Title

FOR DRAFT REVIEW ONLY --- 2020/21-2025/26 Highway Bridge Program

8/3/2021, 5:49 PM

- Notes:
- 1) MPOs/RTPA's must not use this listing for programming the RTIP.
 - 2) This is NOT an approved listing for use in developing the FTIP/FSTIP. See the HBP web site for the official proposed FTIP/FSTIP program listings:

Note id: 18

District: 08 County: San Bernardino

Responsible Agency HBP-ID Project Description

Change

Project #:
6507(003)

Attachment: 22-1002679 2021-08-11 Mt. Vernon 54C0066 Project Funding Summary (7903 : Mt. Vernon

San Bernardino Associated Governments 4392 BRIDGE NO. 54C0066, MT VERNON AVE OVER BNSF RY AMTRAK UP RR 3RD, .2 MI S OF RTE 66. Replace 4 lane bridge with 4 lane bridge. Minor seismic funding contribution. High cost project agreement required. Other Federal Funds (HIP) programmed on the project must be programmed in the FTIP.

Phase Summary:	Prior	20/21	21/22	22/23	23/24	24/25	25/26	Beyond	Total
PE	12,553,814		1,216,338						13,770,152
R/W	66,297,270								66,297,270
CON	92,058,877								92,058,877
Total	170,909,961		1,216,338						172,126,299

Fund Source Summary:	Prior	20/21	21/22	22/23	23/24	24/25	25/26	Beyond	Total
Fed \$	6,156,212	22,062,442	41,076,824	40,000,000	40,000,000	3,087,935			152,383,413
Local Match	19,603,373		-1,695,676	-1,617,480					16,290,216
LSSRP Bond			1,835,190	1,617,480					3,452,670
Local AC	145,150,377	-22,062,442	-40,000,000	-40,000,000	-40,000,000	-3,087,935			
Total	170,909,961		1,216,338						172,126,299

PE Summary:	Prior	20/21	21/22	22/23	23/24	24/25	25/26	Beyond	Total
Fed \$	6,156,212	4,957,680	1,076,824						12,190,716
Local Match	1,439,922		139,514						1,579,436
LSSRP Bond									
Local AC	4,957,680	-4,957,680							
Total	12,553,814		1,216,338						13,770,152

R/W Summary:	Prior	20/21	21/22	22/23	23/24	24/25	25/26	Beyond	Total
Fed \$		17,104,762	25,835,274	11,202,801	4,550,136				58,692,973
Local Match	7,604,297								7,604,297
LSSRP Bond									
Local AC	58,692,973	-17,104,762	-25,835,274	-11,202,801	-4,550,136				
Total	66,297,270								66,297,270

CON Summary:	Prior	20/21	21/22	22/23	23/24	24/25	25/26	Beyond	Total
Fed \$			14,164,726	28,797,199	35,449,864	3,087,935			81,499,724
Local Match	10,559,153		-1,835,190	-1,617,480					7,106,483
LSSRP Bond			1,835,190	1,617,480					3,452,670
Local AC	81,499,724		-14,164,726	-28,797,199	-35,449,864	-3,087,935			
Total	92,058,877								92,058,877

District: 08 County: San Bernardino

Responsible Agency HBP-ID Project Description

MPO Summary: San Bernardino Associated Governments

Number of Projects: 1

Totals:

	Prior	20/21	21/22	22/23	23/24	24/25	25/26	Beyond	Total
Fed \$	6,156,212	22,062,442	41,076,824	40,000,000	40,000,000	3,087,935			152,383,413
Local Match	19,603,373		-1,695,676	-1,617,480					16,290,216
LSSRP Bond			1,835,190	1,617,480					3,452,670
Local AC	145,150,377	-22,062,442	-40,000,000	-40,000,000	-40,000,000	-3,087,935			
Total for all Phases	170,909,961		1,216,338						172,126,299

Minute Action

AGENDA ITEM: 28

Date: September 1, 2021

Subject:

Interstate 10 Alabama Street Interchange Improvements Project - Award Construction Contract

Recommendation:

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

- A. Approve Construction Contract No. 21-1002620 for the Interstate 10 Alabama Street Interchange Improvements Project (Project) to Ortiz Enterprises, Inc., the lowest responsible and responsive bidder, in an amount not-to-exceed \$8,657,386.10.
- B. Approve an Allowances/Contingency amount of \$1,338,886.33, comprised of a contingency amount of \$1,038,886.33 and supplemental work costs at \$300,000.00; and authorize the Department Director, or designee, to release the funds as necessary for the Project.
- C. Approve an expenditure authority of \$150,552.00 for Agency Furnished Materials and Services, which will be expended as necessary for the Project.

Background:

The Interstate 10 (I-10) Alabama Street Interchange Improvements Project (Project) is the sixth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Alabama Street is a primary, north-south arterial in the City of Redlands (City) serving shopping centers, local businesses, logistic centers and residential communities. This location has been experiencing high levels of traffic congestion resulting in substantial delays. The Project will widen the existing eastbound and westbound off-ramps and add right-turn lanes to the eastbound and westbound on-ramps.

On November 2, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 17-1001603 with the City, to define Project roles, responsibilities, funding and to identify SBCTA as the lead agency for Project administration. On January 4, 2017, the Board approved award of Contract No. 16-1001516 for the Planning, Environmental, Design and Construction Support Services. On February 15, 2019, the California Department of Transportation (Caltrans) approved a Categorical Exemption Determination under the California Environmental Quality Act, for the Project.

On July 1, 2020, the Board approved Amendment No. 1, to increase funding contributions to the Project due to the higher construction capital cost based on the 65% engineer's estimate. In the same meeting, the Board approved Agreement No. 20-1002416 with Caltrans for their \$1,250,000 financial contribution towards the Project; and Construction Cooperative Agreement No. 20-1002417 with Caltrans, which defines the roles of SBCTA being the implementing agency for construction and Caltrans providing oversight at no cost to SBCTA. The Board also awarded Contract No. 19-1002248 with Anser Advisory Management, LLC, for Construction Management Services for the Project.

On June 2, 2021, the Board authorized the advertisement of the construction contract, subject to final approval of the Plans, Specifications, and Estimates (PS&E). The final design package received approval on June 21, 2021, and Invitation for Bids (IFB) No. 21-1002620 was

Entity: San Bernardino County Transportation Authority

advertised on June 23, 2021. The engineer's estimate for the construction contract was \$10,200,000.

IFB No. 21-1002620 was released on June 23, 2021, and was sent electronically to approximately 1,764 contractors registered on PlanetBids and was downloaded by 141 firms. The solicitation was issued in accordance with current SBCTA policies and procedures. The IFB was also posted on SBCTA's website and in the Sun Newspaper.

A pre-bid meeting was held on July 1, 2021, and was attended by thirteen (13) contractors. Addendum No. 1 was issued on July 1, 2021, that responded to questions received, provided the pre-bid sign-in sheet and PowerPoint presentation, an updated Bid Items List, and extended the submittal deadline.

On August 12, 2021, SBCTA received nine (9) bids from contractors on the date and time specified. The bid form amounts on their face ranged from a low of \$8,657,386.10 to a high of \$9,975,061.83. At the bid opening, Ortiz Enterprises, Inc., was identified as the low bidder at \$8,657,386.10, followed by Powell Constructors, Inc., at \$8,697,865.40, and SEMA Construction, Inc., at \$8,893,973.13. A complete listing of final bid results is provided in Exhibit A.

All bids were reviewed by SBCTA staff for discrepancies and compliance with the IFB. A responsiveness review was conducted by the SBCTA Procurement Manager and found all nine bids to be responsive and compliant with IFB requirements and Ortiz Enterprises, Inc. bid was found to be the lowest responsive and responsible bidder. Therefore, staff is recommending the Board award Contract No. 21-1002620 for construction of the Project to Ortiz Enterprises, Inc., in a not-to-exceed amount of \$8,657,386.10.

Staff is also recommending approval of Allowances/Contingency for the Project totaling a not-to-exceed amount of \$1,338,886.33, comprised of a Project contingency in the amount of \$1,038,886.33 and Supplemental Work in the amount of \$300,000.00, and Agency Furnished Materials and Services in the amount of \$150,552.00, as shown in Exhibit B. The Allowances/Contingency would be available pending authorization by the Department Director or his designee. Under Agency Furnished Materials and Services, SBCTA will pay directly as follows: to the California Highway Patrol (CHP) for the Construction Zone Enhanced Enforcement Program (COZEED); to Caltrans for specific equipment supplied by Caltrans; to Southern California Edison for electrical service connections; and for other fees and expenses as necessary during construction in the form of purchase orders, contracts or service agreements as shown on Exhibit B. All costs are within the current cooperative agreement amounts.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 830 Interchange Projects, Sub-Task No. 0895 I-10 Alabama Street Interchange.

Reviewed By:

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

Board of Directors Agenda Item
September 1, 2021
Page 3

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 21-1002620 Amendment No.: _____Contract Class: Payable Department: Project DeliveryVendor No.: 02923 Vendor Name: Ortiz Enterprises IncDescription: I-10 Alabama ST. Interchange Construction ContractList Any Related Contract Nos.: 17-1001603 & 20-1002416

Dollar Amount							
Original Contract		\$	8,657,386.10	Original Contingency		\$	1,338,886.33
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	8,657,386.10	Total Contingency Value		\$	1,338,886.33
	Total Dollar Authority (Contract Value and Contingency)					\$	9,996,272.43

Contract Authorization

Board of Directors Date: 09/01/2021 Board Item # 7833

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No No Budget Adjustment

State/Local Construction N/A

Accounts Payable

Estimated Start Date: 09/01/2021 Expiration Date: 12/31/2039 Revised Expiration Date: _____NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	8,657,386.10	\$	1,338,886.33
GL	4120	40	0830	0895	53701	41100000	650	MSI	3,666,656.12	662,748.73	
GL	6010	40	0830	0895	53701	42418006	650	City of Redlands	3,740,729.98	676,137.60	
GL	2550	40	0830	0895	53701	42205011		SHOPP	1,250,000.00	-	
GL									-	-	
GL									-	-	
GL									-	-	
GL									-	-	
GL									-	-	
GL									-	-	
GL									-	-	

Khalid Bazmi

Henry Stultz

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 21-1002620 (7833 : I-10 Alabama Street Construction Contract Award)

CONTRACT NO. 21-1002620**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ORTIZ ENTERPRISES, INC.****FOR****CONSTRUCTION OF I-10 & ALABAMA STREET
INTERCHANGE IMPROVEMENTS PROJECT**

This contract ("Contract") is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Ortiz Enterprises, Inc., ("CONTRACTOR") whose address is 6 Cushing Suite 200, Irvine, CA 92618. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires construction of I-10 Alabama Street Interchange Improvements Project; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; Invitation for Bids (IFB) No. 21-1002620 dated **June 23, 2021**; bid dated **August 12, 2021**; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Project Plans and Specifications dated **June 21, 2021**; Addenda No. 1; Special Provisions dated **June 21, 2021**; and Performance and Payment Bonds.

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price; said bonds to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations there under.

ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **Eight Million, Six Hundred Fifty-Seven Thousand, Three Hundred Eight-Six Dollars and Ten Cents (\$8,657,386.10)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other

mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to SBCTA and the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

Item Num	Item Code	Final Pay Item	Description	Unit	Quantity	Unit Price	Item Total
1	066105		RESIDENT ENGINEER'S OFFICE	LS	1.00	\$75,000.00	\$75,000.00
2	070030		LEAD COMPLIANCE PLAN	LS	1.00	\$10,000.00	\$10,000.00
3	080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1.00	\$10,000.00	\$10,000.00
4	090100		TIME-RELATED OVERHEAD (WDAY)	WDAY	240.00	\$3,420.00	\$820,800.00
5	090205		DISPUTE RESOLUTION BOARD ON-SITE MEETING	EA	10.00	\$6,000.00	\$60,000.00
6	090210		HOURLY OFF-SITE DISPUTE-RESOLUTION-BOARD-RELATED TASKS	HR	40.00	\$500.00	\$20,000.00
7	100100		DEVELOP WATER SUPPLY	LS	1.00	\$88,000.00	\$88,000.00
8	120090		CONSTRUCTION AREA SIGNS	LS	1.00	\$75,000.00	\$75,000.00
9	120100		TRAFFIC CONTROL SYSTEM	LS	1.00	\$165,000.00	\$165,000.00
10	120110		FLASHING ARROW SIGN	EA	3.00	\$7,000.00	\$21,000.00
11	120120		TYPE III BARRICADE	EA	33.00	\$150.00	\$4,950.00
12	120149		TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	1,100.00	\$2.30	\$2,530.00
13	120159		TEMPORARY TRAFFIC STRIPE (PAINT)	LF	12,987.00	\$0.80	\$10,389.60
14	120165		CHANNELIZER (SURFACE MOUNTED)	EA	210.00	\$35.00	\$7,350.00
15	120300		TEMPORARY PAVEMENT MARKER	EA	283.00	\$4.50	\$1,273.50
16	124000		TEMPORARY PEDESTRIAN ACCESS ROUTE	LS	1.00	\$90,000.00	\$90,000.00
17	129000		TEMPORARY RAILING (TYPE K)	LF	6,120.00	\$22.00	\$134,640.00
18	129150		TEMPORARY TRAFFIC SCREEN	LF	6,120.00	\$8.00	\$48,960.00
19	128651		PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	1.00	\$20,000.00	\$20,000.00
20	129090A		ALTERNATIVE TEMPORARY CRASH CUSHION	EA	8.00	\$3,500.00	\$28,000.00
21	129100		TEMPORARY CRASH CUSHION MODULE	EA	3.00	\$350.00	\$1,050.00
22	130100		JOB SITE MANAGEMENT	LS	1.00	\$10,000.00	\$10,000.00
23	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1.00	\$40,000.00	\$40,000.00
24	130330		STORM WATER ANNUAL REPORT	EA	3.00	\$400.00	\$1,200.00
25	130530		TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SQYD	9,038.00	\$1.50	\$13,557.00
26	130610		TEMPORARY CHECK DAM	LF	1,611.00	\$5.00	\$8,055.00

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27	130620		TEMPORARY DRAINAGE INLET PROTECTION	EA	19.00	\$500.00	\$9,500.00
28	130640		TEMPORARY FIBER ROLL	LF	5,624.00	\$5.00	\$28,120.00
29	130710		TEMPORARY CONSTRUCTION ENTRANCE/EXIT	EA	6.00	\$3,500.00	\$21,000.00
30	130730		STREET SWEEPING	LS	1.00	\$27,000.00	\$27,000.00
31	130900		TEMPORARY CONCRETE WASHOUT	LS	1.00	\$31,500.00	\$31,500.00
32	141002A		PALEO MITIGATION PLAN	LS	1.00	\$4,500.00	\$4,500.00
33	141101		REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	2,576.00	\$1.70	\$4,379.20
34	141103		REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	2,382.00	\$1.70	\$4,049.40
35	141120		TREATED WOOD WASTE	LB	12,013.00	\$0.65	\$7,808.45
36	146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1.00	\$60,000.00	\$60,000.00
37	148005		NOISE MONITORING	LS	1.00	\$3,500.00	\$3,500.00
38	160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	120.00	\$10.00	\$1,200.00
39	170103		CLEARING AND GRUBBING (LS)	LS	1.00	\$95,000.00	\$95,000.00
40	190101		ROADWAY EXCAVATION	CY	1,994.00	\$50.00	\$99,700.00
41	190163		ROADWAY EXCAVATION (TYPE R-1) (AERIALY DEPOSITED LEAD)	CY	4,518.00	\$14.00	\$63,252.00
42	192001	F	STRUCTURE EXCAVATION	CY	25.00	\$75.00	\$1,875.00
43	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	3,952.00	\$15.00	\$59,280.00
44	193001	F	STRUCTURE BACKFILL	CY	20.00	\$85.00	\$1,700.00
45	193013	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	3,409.00	\$23.00	\$78,407.00
46	193031	F	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	139.00	\$25.00	\$3,475.00
47	194001		DITCH EXCAVATION	CY	683.00	\$6.50	\$4,439.50
48	198010		IMPORTED BORROW (CY)	CY	7,468.00	\$8.60	\$64,224.80
49	200002		ROADSIDE CLEARING	LS	1.00	\$25,000.00	\$25,000.00
50	200052		PRUNE EXISTING PLANTS	LS	1.00	\$7,500.00	\$7,500.00
51	202004		IRON SULFATE	LB	429.00	\$0.70	\$300.30
52	202006		SOIL AMENDMENT	CY	68.00	\$18.00	\$1,224.00
53	202038		PACKET FERTILIZER	EA	4,051.00	\$0.60	\$2,430.60
54	202039		SLOW-RELEASE FERTILIZER	LB	429.00	\$0.70	\$300.30
55	203100		SOIL TESTING	EA	2.00	\$300.00	\$600.00
56	204035		PLANT (GROUP A)	EA	3,035.00	\$7.50	\$22,762.50

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57	204038		PLANT (GROUP U)	EA	127.00	\$165.00	\$20,955.00
58	204096		MAINTAIN EXISTING PLANTED AREAS	LS	1.00	\$20,000.00	\$20,000.00
59	204099		PLANT ESTABLISHMENT WORK	LS	1.00	\$36,000.00	\$36,000.00
60	205035		WOOD MULCH	CY	374.00	\$64.00	\$23,936.00
61	206400		CHECK AND TEST EXISTING IRRIGATION FACILITIES	LS	1.00	\$1,800.00	\$1,800.00
62	206402		OPERATE EXISTING IRRIGATION FACILITIES	LS	1.00	\$5,300.00	\$5,300.00
63	206560		CONTROL AND NEUTRAL CONDUCTORS	LS	1.00	\$6,100.00	\$6,100.00
64	206562		1" REMOTE CONTROL VALVE	EA	16.00	\$410.00	\$6,560.00
65	206564		1 1/2" REMOTE CONTROL VALVE	EA	10.00	\$450.00	\$4,500.00
66	206565		2" REMOTE CONTROL VALVE (MASTER)	EA	1.00	\$730.00	\$730.00
67	206567		3" REMOTE CONTROL VALVE (MASTER)	EA	1.00	\$730.00	\$730.00
68	206757		16-18 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1.00	\$10,000.00	\$10,000.00
69	206758		24-32 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1.00	\$12,000.00	\$12,000.00
70	208301		IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	2.00	\$5,700.00	\$11,400.00
71	208428		3" BACKFLOW PREVENTER ASSEMBLY	EA	2.00	\$1,400.00	\$2,800.00
72	208440		BACKFLOW PREVENTER ENCLOSURE	EA	2.00	\$2,100.00	\$4,200.00
73	208442		FLOW SENSOR	EA	2.00	\$910.00	\$1,820.00
74	208446		RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	155.00	\$44.00	\$6,820.00
75	208447		POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	33.00	\$73.00	\$2,409.00
76	208448		RISER SPRINKLER ASSEMBLY	EA	281.00	\$65.00	\$18,265.00
77	208588		3" GATE VALVE	EA	7.00	\$1,320.00	\$9,240.00
78	208594	F	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	6,554.00	\$4.00	\$26,216.00
79	208595	F	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2,269.00	\$4.20	\$9,529.80
80	208596	F	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,826.00	\$4.60	\$8,399.60
81	208597	F	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,177.00	\$4.85	\$5,708.45
82	208598	F	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2,311.00	\$5.40	\$12,479.40
83	208607	F	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	2,020.00	\$10.00	\$20,200.00
84	208640		PRESSURE REGULATING VALVE	EA	2.00	\$4,050.00	\$8,100.00
85	208683		3" BALL VALVE	EA	7.00	\$815.00	\$5,705.00
86	208739		10" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	340.00	\$98.00	\$33,320.00

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87	210300		HYDROMULCH	SF	87,451.00	\$0.05	\$4,372.55
88	210430		HYDROSEED	SF	87,451.00	\$0.12	\$10,494.12
89	210610		COMPOST (CY)	CY	791.00	\$3.00	\$2,373.00
90	210630		INCORPORATE MATERIALS	SF	87,451.00	\$0.03	\$2,623.53
91	220101		FINISHING ROADWAY	LS	1.00	\$10,000.00	\$10,000.00
92	250201		CLASS 2 AGGREGATE SUBBASE	CY	2,044.00	\$62.00	\$126,728.00
93	260203		CLASS 2 AGGREGATE BASE	CY	492.00	\$80.00	\$39,360.00
94	390100		PRIME COAT	TON	0.24	\$2,300.00	\$552.00
95	390132		HOT MIX ASPHALT (TYPE A)	TON	4,428.00	\$96.00	\$425,088.00
96	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	175.00	\$17.00	\$2,975.00
97	394074		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	155.00	\$17.00	\$2,635.00
98	394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	92.00	\$17.00	\$1,564.00
99	397005		TACK COAT	TON	4.75	\$800.00	\$3,800.00
100	398100		REMOVE ASPHALT CONCRETE DIKE	LF	1,475.80	\$5.00	\$7,379.00
101	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	10,917.00	\$5.50	\$60,043.50
102	401050		JOINTED PLAIN CONCRETE PAVEMENT	CY	1,756.00	\$340.00	\$597,040.00
103	401055		JOINTED PLAIN CONCRETE PAVEMENT (RSC)	CY	1,016.00	\$435.00	\$441,960.00
104	475011A		CONCRETE BLOCK SLOUGH WALL	SQFT	19.90	\$100.00	\$1,990.00
105	498050		54" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	106.00	\$900.00	\$95,400.00
106	510050	F	STRUCTURAL CONCRETE	CY	8.00	\$900.00	\$7,200.00
107	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	1,028.00	\$640.00	\$657,920.00
108	510092	F	STRUCTURAL CONCRETE, HEADWALL	CY	6.00	\$1,800.00	\$10,800.00
109	510094	F	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	25.00	\$1,800.00	\$45,000.00
110	510095A	F	STRUCTURAL CONCRETE, JUNCTION STRUCTURE (MODIFIED)	CY	13.00	\$1,800.00	\$23,400.00
111	510096A	F	STRUCTURAL CONCRETE, COLLAR	CY	2.00	\$1,800.00	\$3,600.00
112	510102A	F	MINOR CONCRETE (APRON)	CY	2.00	\$750.00	\$1,500.00
113	510103A	F	MINOR CONCRETE (CAP INLET)	CY	1.00	\$750.00	\$750.00
114	510526	F	MINOR CONCRETE (BACKFILL)	CY	79.00	\$350.00	\$27,650.00
115	511035	F	ARCHITECTURAL TREATMENT	SQFT	9,527.00	\$16.00	\$152,432.00
116	520101	F	BAR REINFORCING STEEL	LB	9,371.00	\$2.30	\$21,553.30

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117	520103	F	BAR REINFORCING STEEL (RETAINING WALL)	LB	143,218.00	\$1.35	\$193,344.30
118	560218	F	FURNISH SIGN STRUCTURE (TRUSS)	LB	56,084.00	\$4.90	\$274,811.60
119	560219	F	INSTALL SIGN STRUCTURE (TRUSS)	LB	56,084.00	\$0.50	\$28,042.00
120	621671A		12" (5mm) TRASH NET	EA	2.00	\$25,000.00	\$50,000.00
121	621672A		18" (5mm) TRASH NET	EA	1.00	\$35,000.00	\$35,000.00
122	650010		12" REINFORCED CONCRETE PIPE	LF	3.00	\$650.00	\$1,950.00
123	650311		18" REINFORCED CONCRETE PIPE (CLASS III)	LF	14.00	\$175.00	\$2,450.00
124	650516		24" REINFORCED CONCRETE PIPE (CLASS V)	LF	632.00	\$125.00	\$79,000.00
125	650520		30" REINFORCED CONCRETE PIPE (CLASS V)	LF	20.00	\$240.00	\$4,800.00
126	700617		DRAINAGE INLET MARKER	EA	1.00	\$410.00	\$410.00
127	705206		24" CONCRETE FLARED END SECTION	EA	2.00	\$2,100.00	\$4,200.00
128	710108		ABANDON DRAINAGE STRUCTURE	EA	1.00	\$1,700.00	\$1,700.00
129	710114		ABANDON PIPELINE	EA	1.00	\$1,700.00	\$1,700.00
130	710136		REMOVE PIPE	LF	95.00	\$75.00	\$7,125.00
131	710138		REMOVE DOWNDRAIN	EA	1.00	\$1,600.00	\$1,600.00
132	710150		REMOVE INLET	EA	2.00	\$1,500.00	\$3,000.00
133	710167		REMOVE FLARED END SECTION (EA)	EA	1.00	\$1,600.00	\$1,600.00
134	710370		SAND BACKFILL	CY	45.00	\$90.00	\$4,050.00
135	721814A		SLOPE PAVING (ROCK BLANKET)	CY	170.00	\$1,000.00	\$170,000.00
136	723070		ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	CY	8.00	\$400.00	\$3,200.00
137	730070		DETECTABLE WARNING SURFACE	SQFT	92.20	\$55.00	\$5,071.00
138	731502		MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	110.00	\$640.00	\$70,400.00
139	731503A		MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (RSC)	CY	4.00	\$1,870.00	\$7,480.00
140	731530		MINOR CONCRETE (TEXTURED PAVING)	CY	10.00	\$1,850.00	\$18,500.00
141	731780		REMOVE CONCRETE SIDEWALK (SQYD)	SQYD	338.90	\$23.00	\$7,794.70
142	731840		REMOVE CONCRETE (CURB AND GUTTER)	LF	1,370.40	\$12.00	\$16,444.80
143	733000		PRE/POST CONSTRUCTION SURVEYS	EA	4.00	\$10,000.00	\$40,000.00
144	750001	F	MISCELLANEOUS IRON AND STEEL	LB	7,251.00	\$3.00	\$21,753.00
145	800103		TEMPORARY FENCE (TYPE CL-6)	LF	86.00	\$35.00	\$3,010.00
146	800360		CHAIN LINK FENCE (TYPE CL-6)	LF	455.00	\$48.00	\$21,840.00

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147	803050		REMOVE CHAIN LINK FENCE	LF	231.20	\$10.00	\$2,312.00
148	810170		DELINEATOR (CLASS 1)	EA	5.00	\$75.00	\$375.00
149	810120		REMOVE PAVEMENT MARKER	EA	588.00	\$1.25	\$735.00
150	810190		GUARD RAILING DELINEATOR	EA	37.00	\$43.00	\$1,591.00
151	810230		PAVEMENT MARKER (RETROREFLECTIVE)	EA	780.00	\$4.00	\$3,120.00
152	820102A		CONCRETE BARRIER MARKER	EA	52.00	\$35.00	\$1,820.00
153	820250		REMOVE ROADSIDE SIGN	EA	34.00	\$70.00	\$2,380.00
154	820710		FURNISH LAMINATED PANEL SIGN (1"-TYPE A)	SQFT	110.00	\$33.00	\$3,630.00
155	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	200.00	\$11.00	\$2,200.00
156	820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	210.00	\$11.00	\$2,310.00
157	820780		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	190.00	\$18.00	\$3,420.00
158	820810		METAL (ROADSIDE SIGN)	LB	150.00	\$7.00	\$1,050.00
159	820840		ROADSIDE SIGN - ONE POST	EA	24.00	\$390.00	\$9,360.00
160	820850		ROADSIDE SIGN -TWO POST	EA	8.00	\$825.00	\$6,600.00
161	820860		INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	4.00	\$130.00	\$520.00
162	832006		MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	900.00	\$44.00	\$39,600.00
163	839521	F	CABLE RAILING	LF	29.00	\$140.00	\$4,060.00
164	839543		TRANSITION RAILING (TYPE WB-31)	EA	2.00	\$4,800.00	\$9,600.00
165	839581		END ANCHOR ASSEMBLY (TYPE SFT)	EA	5.00	\$1,100.00	\$5,500.00
166	839578		END CAP (TYPE TC)	EA	2.00	\$270.00	\$540.00
167	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	5.00	\$4,000.00	\$20,000.00
168	839590A		ALTERNATIVE CRASH CUSHION SYSTEM	EA	1.00	\$38,700.00	\$38,700.00
169	839726A		CONCRETE BARRIER (TYPE 836A MODIFIED)	LF	1,131.00	\$134.00	\$151,554.00
170	839743		CONCRETE BARRIER (TYPE 836B)	LF	190.00	\$155.00	\$29,450.00
171	839752		REMOVE GUARDRAIL	LF	427.40	\$12.00	\$5,128.80
172	840516		THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	4,150.00	\$4.00	\$16,600.00
173	840617		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 6-1)	LF	240.00	\$0.60	\$144.00
174	840621		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 17-7)	LF	4,250.00	\$0.60	\$2,550.00
175	840655		PAINT TRAFFIC STRIPE (1-COAT)	LF	9,240.00	\$0.40	\$3,696.00

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176	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	8,120.00	\$0.90	\$7,308.00
177	846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	3,520.00	\$1.70	\$5,984.00
178	846010	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 12-3)	LF	250.00	\$1.15	\$287.50
179	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	12,303.00	\$0.60	\$7,381.80
180	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	1,233.00	\$2.30	\$2,835.90
181	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	4,620.00	\$1.15	\$5,313.00
182	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	941.00	\$2.30	\$2,164.30
183	870136	ELECTRIC SERVICE FOR IRRIGATION	LS	1.00	\$8,600.00	\$8,600.00
184	871900	FIBER OPTIC CABLE SYSTEMS	LS	1.00	\$54,000.00	\$54,000.00
185	872131	MODIFYING LIGHTING SYSTEMS	LS	1.00	\$54,000.00	\$54,000.00
186	872132	MODIFYING SIGN ILLUMINATION SYSTEMS	LS	1.00	\$17,000.00	\$17,000.00
187	872133	MODIFYING SIGNAL AND LIGHTING SYSTEMS	LS	1.00	\$500,000.00	\$500,000.00
188	872134	MODIFYING RAMP METERING SYSTEMS	LS	1.00	\$56,000.00	\$56,000.00
189	872138	MODIFYING INTERCONNECTION CONDUIT AND CABLE	LS	1.00	\$13,000.00	\$13,000.00
190	872143	REMOVING SIGNAL AND LIGHTING SYSTEMS	LS	1.00	\$43,000.00	\$43,000.00
191	995100	WATER METER CHARGES	LS	1.00	\$7,500.00	\$7,500.00
192	999990	MOBILIZATION	LS	1.00	\$800,000.00	\$800,000.00
					Total	\$8,657,386.10

Attachment: 21-1002620 - Contract (7833 : I-10 Alabama Street Construction Contract Award)

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth in this Contract shall be inclusive of, all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current, as required by the "Notice to Bidders and Special Provisions", all permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice to Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

10.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) provisions of this Article.

10.1.1 CONTRACTOR will work with SBCTA in carrying out EEO obligations and in SBCTA's review of his/her activities under the Contract.

10.2 CONTRACTOR will accept as its operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

10.2.1 EEO Officer: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate SBCTA and responsibility to do so.

10.3 Dissemination of Policy: All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

10.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

10.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

10.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

10.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

10.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

10.4 Recruitment: When advertising for employees, CONTRACTOR will include in all

advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- 10.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
 - 10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
 - 10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 10.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- 10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - 10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - 10.5.3 CONTRACTOR will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - 10.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

10.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

10.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

10.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

10.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

10.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

10.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

10.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.

10.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting

these obligations, such CONTRACTOR shall immediately notify SBCTA.

10.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, shall have equal opportunity to compete for and perform subcontracts the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

10.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

10.9.1 CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 11. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 12. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information (“Products”), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.
- 13.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.
- 13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 13.6 CONSULTANT, its employees, agents and sub-consultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 14. TERMINATION

- 14.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

- 14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 14.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.
- 14.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.
- 14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

ARTICLE 16. CLAIMS

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

Per Public Contract Code (PCC) § 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a

mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the

contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

ARTICLE 17. INSURANCE

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

17.1 Commercial General Liability Insurance:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits not less than:

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

All subcontractors' and sub-subcontractors' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

17.2 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

17.3 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 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

17.4 Workers' 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 parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

17.5 Professional Liability: - *Intentionally Omitted*

17.6 Builder's Risk Insurance –

CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier. Further, CONTRACTOR hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in Article 18 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding \$10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding \$50,000.00. The policy may have sub-limits not less than the following:

Earthquake	\$5,000,000.00
Flood	\$1,000,000.00

17.7 Contractor's Pollution Liability Insurance - The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

17.8 Railroad Protective Liability Insurance – Intentionally Omitted

17.9 General Provisions

17.9.1 Qualifications of Insurance Carriers. If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

17.9.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, Caltrans and the City of Redlands and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

17.9.3 Proof of Coverage. – Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

17.9.4 Deductibles and Self-Insured Retention. – Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article.

Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

17.9.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary - All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR'S or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

17.9.6 Waiver of Subrogation Rights - To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

17.9.7 Cancellation - If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

17.9.8 Enforcement - SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from

amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

17.9.9 No Waiver - Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

17.9.10 Subcontractors' Insurance - Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

17.9.11 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

17.9.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Caltrans and the City of Redlands and its officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 19. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 20. RECORD AND INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.

ARTICLE 21. INDEPENDENT CONTRACTOR

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

ARTICLE 22. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorney's fees. This Article shall not apply to those costs and Attorney's fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 23. GOVERNING LAW AND VENUE

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. PRECEDENCE

The following order of precedence shall apply: First, Change Orders and Addenda; Second, Special Conditions, appendices, and permits; Third, Contract Articles, attachments, and forms; Fourth, IFB

provisions; Fifth, CONTRACTOR's Bid and Certifications submitted with Bid; Sixth, Project Specific Specifications; Seventh, Plans; Eighth, bid reference materials.

ARTICLE 26. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given, and received: (a) upon actual delivery, if delivery is personally made; or if made by fax during regular business hours; (b) on the first business day following delivery by fax when made not during regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To: CONTRACTOR	To: SBCTA
6 Cushing Suite 200	1170 W. 3 rd Street, 2 nd Floor
Irvine, CA 92618	San Bernardino, CA 92410-1715
Attn: Patrick Ortiz	Attn: Henry Stultz
Phone: 949-753-1414	Email: hstultz@gosbcta.com
	Cc: Procurement Manager
	Email: procurement@gosbcta.com
	Phone: (909) 884-8276

ARTICLE 27. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of **\$10,000.00 per each** calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

ARTICLE 29. SUBCONTRACTS

29.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization.

29.1.1 "Its own organization" shall be construed to include only workers employed and paid

directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

29.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

29.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

29.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 31. PREVAILING WAGE REQUIREMENTS

31.1 CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

- 31.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 32. SAFETY

- 32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.
- 32.2 It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE

- 33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Jeffery Hill, Procurement Manager at (909) 884-8276.

ARTICLE 34. NONSEGREGATED FACILITIES

- 34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- 34.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

34.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 36. CONFIDENTIALITY

Any SBCTA materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

ARTICLE 37. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 38. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

ARTICLE 40. DRUG FREE WORKPLACE

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

ARTICLE 41. SEVERABILITY

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 42. FORCE MAJEURE

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

ARTICLE 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of this Contract.

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

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

ORTIZ ENTERPRISES, INC.

By: _____
Patrick A. Ortiz
President

Date: _____

By: _____
John D. Schaar
Secretary

Date: _____

Licensed in accordance with an act
providing for registration of contractors.

License Number

Federal Employer
Identification Number

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: 21-1002620 - Contract (7833 : I-10 Alabama Street Construction Contract Award)

Exhibit A

#	Bidder	Bid Amount
1	Ortiz Enterprises, Inc.	\$8,657,386.10
2	Powell Constructors, Inc.	\$8,697,865.40
3	SEMA Construction, Inc.	\$8,893,973.13
4	Security Paving Company	\$9,274,906.75
5	Ames Construction, Inc.	\$9,300,651.89
6	Sully-Miller	\$9,309,584.30
7	Steve P. Rados, Inc.	\$9,321,062.35
8	Griffin Company	\$9,477,513.46
9	Riverside Construction Company	\$9,975,061.83

EXHIBIT B

IFB Number: 21-1002620

IFB Title: I-10 Alabama Street Interchange Project

Bid Due Date 12-Aug-21

ORTIZ INTERPRISE, INC. BID PRICE \$8,657,386.1

SUPPLEMENTAL WORK		
1	FEDERAL TRAINING PROGRAM	\$ 7,200.00
2	MAINTAIN TRAFFIC	\$ 90,000.00
3	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	\$ 75,000.00
4	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$ 25,000.00
5	ADDITIONAL WATER POLLUTION CONTROL	\$ 22,800.00
6	BIRD PROTECTION	\$ 25,000.00
7	PARTNERING	\$ 35,000.00
8	PAVEMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	\$ 20,000.00
	SUBTOTAL	\$ 300,000.00
AGENCY FURNISHED MATERIALS AND SERVICES		
1	COZEEP CONTRACT	\$ 96,000.00
2	TRAFFIC MANAGEMENT PLAN-PUBLIC INFORMATION	\$ 10,000.00
3	TYPE 332LS CONTROLLER CABINET	\$ 30,000.00
4	ELECTRICAL SERVICE CONNECTIONS	\$ 10,000.00
5	LOOP DETECTOR SENSOR UNIT	\$ 1,600.00
6	BOE TREATED WOOD WASTE GENERATION FEE	\$ 209.00
7	ANNUAL CONSTRUCTION GENERAL PERMIT FEE	\$ 2,743.00
	SUBTOTAL OF AGENCY FURNISHED MATERIALS AND SERVICES	\$ 150,552.00
SUMMARY		
	CONTINGENCY (12%)	\$ 1,038,886.33
	SUPPLEMENTAL AND CONTINGENCY	\$ 1,338,886.33
	AGENCY FURNISHED MATERIALS AND SERVICES	\$ 150,552.00
	ALLOWANCE AND CONTINGENCIES	\$ 1,338,886.33

Attachment: EXHIBIT B (I-10 Alabama final) [Revision 2] (7833 : I-10 Alabama Street Construction Contract Award)

Minute Action

AGENDA ITEM: 29

Date: September 1, 2021

Subject:

Adopt Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Final Environmental Impact Report

Recommendation:

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

- A. Adopt Resolution No. 22-005, making findings necessary to approve the Mitigation Monitoring and Reporting Program and certifying the Final Environmental Impact Report for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project.
- B. Delegate authority to the Executive Director, or his designee, upon approval as to form by General Counsel, to execute a funding agreement between the San Bernardino County Transportation Authority and the South Coast Air Quality Management District for an estimated \$1,662,000 of Hydrogen Infrastructure Partnership Program grant funding for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project, pending final approval by the South Coast Air Quality Management District Board of Directors.
- C. Allocate \$5,830,000 in Valley State Transit Assistance – Population Share Funds to the zero-emission multiple unit effort to fill the remaining funding need as a contingency plan while staff continues to seek additional grant funding.
- D. Approve a budget amendment increasing Task 0315, Transit Capital, in the amount of \$7,492,000 to be funded with \$5,830,000 in Valley State Transit Assistance – Population Share Funds, and \$1,662,000 in Hydrogen Infrastructure Air Partnership Program funds pending final approval of the grant agreement.

Background:

The San Bernardino County Transportation Authority (SBCTA) is expanding the public transit network in the San Bernardino Valley with the implementation of the Redlands Passenger Rail Project (RPRP), which facilitates the introduction of the Arrow Service using 2-car Diesel Multiple Unit (DMU) rail vehicles. In conjunction with public transit expansion and providing options for our traveling public, SBCTA seeks to reduce greenhouse gas (GHG) emissions and improve air quality. The DMUs purchased for the Arrow Service are powered via a Tier 4 diesel engine “generator” providing power to electric motors at the wheels. SBCTA recognized an opportunity to convert the power generator to an alternative propulsion technology in an effort to produce a low or zero emission multiple unit (ZEMU) that could run on existing heavy rail infrastructure, thus reducing air quality impacts while furthering the use of our existing rail infrastructure.

On May 5, 2021, the SBCTA Board of Directors (Board) was provided a project update regarding the hybrid battery hydrogen-fuel cell ZEMU development, the hydrogen fueling and Arrow Maintenance Facility (AMF) modifications, the Federal Railroad Administration (FRA) coordination, and the proposed circulation for public comment of the proposed AMF Hydrogen Fuel Upgrade Project (Project) focused Environmental Impact Report (EIR). The AMF is located at 958 West 3rd Street, San Bernardino, CA 92410.

Entity: San Bernardino County Transportation Authority

The 45-day circulation for public review of the Draft EIR began on May 7, 2021, and ended on June 21, 2021. The Draft EIR and all related documents were made available electronically at www.gosbcta.com/zemu. Though not required under the California Environmental Quality Act (CEQA), staff felt it was appropriate to conduct a public hearing on the circulation of the Draft EIR as it is recommended in the CEQA Guidelines. The public hearing was held during the June 2, 2021 Board meeting and provided the public the opportunity to provide their comments on the Draft EIR to the Board and staff.

During this public circulation period, SBCTA received zero (0) comment letters on the Draft EIR from public and agency stakeholders; as a result, no changes are required to the Draft EIR. The Draft EIR by default now becomes the Final EIR (or FEIR).

The FEIR can be downloaded from the SBCTA website at: <https://www.gosbcta.com/zemu>.

Findings and Mitigation Monitoring Reporting Program

Proposed Resolution No. 22-005 contains the findings required by CEQA in order to certify the FEIR and approve the Project under California law. The FEIR evaluated the significant or potentially significant environmental impacts associated with the project and addresses appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate those impacts. The FEIR identified no significant and unavoidable environmental impacts as a result of the Project. Staff recommends the Board adopt the resolution and certify the FEIR based on the findings and proposed mitigation monitoring and reporting program.

Project Budget

At the May 5, 2021 Board meeting, staff informed the Board that the current estimated cost for the vehicle, fueling infrastructure, AMF modifications, and Southern California Regional Rail Authority support and positive train control is approximately \$37 million, creating a funding shortfall of approximately \$7 million. Staff is working to secure additional funding including a \$1,662,000 grant from the South Coast Air Quality Management District (SCAQMD) Hydrogen Infrastructure Partnership Program (HIPP) which has been recommended for approval by the Mobile Source Air Pollution Reduction Review Committee, as well as another grant opportunity through the California Department of Transportation. It is anticipated that the SCAQMD Board of Directors will consider final approval of the HIPP grant on August 6, 2021. As the overall ZEMU effort is continuing to make good progress, and SBCTA needs to proceed with implementation of the supporting infrastructure to receive the vehicle, staff is requesting allocation of \$5,830,000 of Valley State Transit Assistance – Population Share Funds to support delivery of the project while continuing to seek outside grant funding opportunities.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. A budget amendment is requested in Recommendation D.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 12, 2021. SBCTA General Counsel has reviewed this item and the draft resolution.

Board of Directors Agenda Item
September 1, 2021
Page 3

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: September 1, 2021
Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 22-005**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY MAKING FINDINGS NECESSARY TO APPROVE THE MITIGATION MONITORING AND REPORTING PROGRAM, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, AND APPROVING THE ARROW MAINTENANCE FACILITY HYDROGEN UPGRADE PROJECT**

(State Clearinghouse Number 2021030063)

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is proposing the Arrow Maintenance Facility (AMF) Upgrade Project (Project) to facilitate the augmentation of the planned Arrow Services with a hydrogen (H₂) powered, zero emission multiple unit (ZEMU) rail vehicle; and

WHEREAS, SBCTA acting as the California Environmental Quality Act (CEQA) lead agency has prepared a Final Environmental Impact Report (FEIR), State Clearinghouse Number 2021030063, that analyzes the potentially significant environmental effects of the project, and

WHEREAS, a Notice of Preparation (“NOP”) of the Draft EIR was filed with the State Clearinghouse on March 1, 2021 and was circulated for public comments from March 1, 2021 through March 31, 2021. The NOP was distributed to the public by canvassing and providing flyers to residents and property owners within one-quarter mile of the Project. Additionally, the NOP was made available in both English and Spanish on the Project website; and

WHEREAS, a Notice of Availability (NOA) and Notice of Completion (NOC) and the Draft EIR were distributed to the State Clearinghouse on May 7, 2021; the NOA was also distributed to residents and property owners within a one-quarter mile radius of the Project by canvassing; and the NOA was posted with the San Bernardino County Clerk of the Board on May 7, 2021; and

WHEREAS, the public comment period for the Draft EIR was for 45 days, from May 7 to June 21, 2021, during which the Draft EIR was made available for public review and comment on the SBCTA website and hard copies were provided at the SBCTA office, Norman F. Feldheim Public Library, and Paul Villasenor Branch Library; and

WHEREAS, one public meeting was held during the Draft EIR public comment period on June 2, 2021, from 10:00am to 12:00pm, during the regularly scheduled SBCTA Board of Director’s meeting; due to the COVID-19 pandemic the meeting was hosted virtually and made accessible to the public via Zoom; links were provided on the SBCTA Project website as well as a phone number to dial into the meeting; verbal comments were invited during the public meeting, but none were made; and

WHEREAS, zero (0) comment letters were received during the public comment period for the Draft EIR and no changes are required to the Draft EIR. The Draft EIR by default now becomes the Final EIR (or FEIR); and

WHEREAS, the SBCTA Board of Directors has carefully reviewed the FEIR and all other relevant information contained in the record for the project; and

WHEREAS, the FEIR evaluated the significant or potentially significant environmental impacts associated with the project and addresses appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate those impacts; and

WHEREAS, the FEIR identified no significant and unavoidable environmental impacts as a result of the Project; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred,

NOW, THEREFORE, THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board hereby certifies the FEIR was completed in compliance with CEQA, that the Board has reviewed and considered the information in the FEIR, and that the FEIR reflects the independent judgment of the Board as the CEQA lead agency.

SECTION 2. Consistent with Section 15082 of the State CEQA Guidelines, SBCTA circulated a NOP informing agencies and the general public that an EIR would be prepared for the project. The following environmental impacts were not considered potentially significant and were not addressed in the FEIR: agriculture and forest resources, biological resources, geology and soils, hydrology and water quality, mineral resources, noise and vibration, population and housing, public services, recreation, transportation and traffic, and wildfire.

SECTION 3. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines, the Board finds that the significant environmental effects as identified below can feasibly be avoided, eliminated, or substantially lessened through the adoption of proposed mitigation measures recommended in the FEIR as described below. The complete set of mitigation measures as set forth in the applicable sections of Chapter 3 and Chapter 4 of the FEIR and presented in Attachment A to this RESOLUTION.

1. Aesthetics and Visual Resources

The FEIR determined that the Project would modify the existing Arrow Maintenance Facility (AMF) building, incorporate additional utility needs, construct new fueling pads, new or reconfigured lighting, and other permanent visual elements. In addition, the Project would alter the current visual setting during construction, however, these impacts would cease after six months, upon Project operation. The Project may result in a wall or screening feature to obstruct neighborhood views into the Project site. Impacts would be mitigated by mitigation measure AES-1, which includes maintaining consistency of Project elements with the City of San Bernardino's (City) General Plan.

Additionally, the Project may modify or relocate existing lighting within the AMF site. Mitigation measure AES-2 will reduce potential lighting impacts during construction and operation by preparing a lighting plan to minimize light and glare on adjacent properties.

AES-1: Comply with Aesthetic Guidelines in the San Bernardino General Plan
AES-2: Prepare a Lighting Plan

Mitigation measures AES-1 and AES-2 have been made conditions of approval and are included in the Mitigation Monitoring and Reporting Program (MMRP). Implementation of these measures will reduce aesthetic and visual impacts to less than significant levels.

Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Sections 3.2 and 4.3.1, incorporated herein by reference, the Board finds that changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

2. Air Quality and Greenhouse Gas Emissions

The FEIR determined that operation of a ZEMU train, when compared to a standard DMU, would result in a 100 percent reduction in the localized exhaust emissions resulting from the current DMU operation and would result in a net reduction of emissions. Therefore, the Project is not expected to cause permanent significant impacts on air quality or greenhouse gas emissions. However, during construction, short-term degradation of air quality may occur due to pollutant emissions generated by construction-related activities. As discussed in the FEIR, maximum daily emissions would not exceed the regional emissions thresholds set forth by South Coast Air Quality Management District (SCAQMD). Construction activities would involve removal of asphalt which would not require extensive grading, cut and fill, or import or export of soils. The Project would not exceed SCAQMD's localized significance thresholds for particulate matter (PM10 and PM2.5). However, the Project will incorporate Standard Condition AQ-1 to reduce potential air quality impacts during construction. Therefore, the Project would result in a less than significant impact for air quality and greenhouse gases, and will incorporate the following Standard Condition:

AQ-1: Implement Air Quality Best Management Practices (BMPs) during Construction

Standard Condition AQ-1 has been made a condition of approval and is included in the MMRP.

Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Sections 3.3 and 4.3.2, incorporated herein by reference, the Board finds that changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

3. Cultural Resources

The FEIR determined that ground-disturbing construction activities has a low potential to directly or indirectly destroy a unique paleontological resource or site or unique geological feature. Two historical resources were identified within the area of potential effects (APE): the AT&SF Railroad Depot and 981 West 3rd Street. However, the Project is not anticipated to have physical impacts on these two historic resources as impacts will be limited to the existing AMF site. The modifications to the AMF site as a result of the Project will not result in visual impacts to the historic resources.

The Project would result in ground disturbing activities which may inadvertently impact previously unrecorded subsurface archaeological resources and tribal cultural resources. Monitoring is not required as a part of this Project. During construction, the Project will implement mitigation measure CUL-1 that would reduce impacts if unanticipated archeological resources are encountered. Similarly, the Project will also require mitigation measure TCR-1 that would reduce potential impacts if cultural resources or human remains are encountered.

CUL-1: Stop work if unanticipated archaeological resources are encountered.

TCR-1: Stop Work and Consult the Tribes consulted under AB 52 if Cultural Resources or Human Remains are Encountered.

Mitigation measures CUL-1 and TCR-1 have been made conditions of approval and are included in the Mitigation Monitoring and Reporting Program (MMRP). Implementation of these measures will reduce archeological resources, cultural resources, and tribal cultural resources impacts to less than significant levels.

Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Sections 3.4 and 4.3.3, incorporated herein by reference, the Board finds that changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

4. Energy, Utilities, and Service Systems

Short term energy consumption would be required to construct the Project; however, it is anticipated that construction activities would not result in a significant, permanent, nor involve an unnecessary commitment of energy. The construction contractor will implement 2016 CalGreen Building Standard Codes to reduce energy consumption during operations of the proposed Project. Modifications may occur to existing drainage, electricity, and natural gas facilities. The required modifications will be limited to onsite modifications to accommodate the new hydrogen fueling station. No additional lines or connections impacting City resources would occur. Energy sources for construction vehicles and equipment are not in short supply and use of construction equipment would not have a significant impact on the availability of these resources. Impacts would be less than significant.

Permanent impacts as a result of the Project would reduce fuel and energy consumption by improving the rail/transit service and connectivity between the different modes of transportation and encouraging more individuals to use public transit services, directly reducing the number of personal vehicles on the roads.

No significant impacts are anticipated for this issue area, and no mitigation is required. No mitigation is required for energy, utilities, and service systems.

5. Hazards and Hazardous Materials

Construction activities may include the use of commercially available hazardous materials, such as fuels, brake fluids, coolants, and paints. These activities would be temporary or one-time events. The Project would be required to comply with federal, state, and local regulations for the routine transport, use, and disposal of any hazardous materials, including the RCRA; U.S. Department of Transportation Hazardous Materials Regulations (CFR Title 29); and the California Health and Safety Code. In addition, SBCTA will require the construction contractor to comply with mitigation requirements from the DSBPRP EIR: HM-1 (Comply with Hazards and Hazardous Materials Recommendations) and HM-2 (Plan and Monitor for Hazardous Materials), and to prepare a stormwater pollution prevention plan (SWPPP), if required for project construction.

During operation, the Project will utilize and store hazardous materials. The Project would facilitate the integration of a ZEMU train vehicle into the Arrow service through the incorporation of a H2 fueling pad, battery chargers, and a H2 fuel storage tank. As currently approved, the re-fueling of DMUs at AMF would occur daily and these operations would be conducted according to the safety plan for AMF. The Project evaluated two forms of hydrogen fuel, as the kind of fuel to be stored is undetermined at this time. The storage of gas or liquid H2 is considered a hazardous risk due to the explosive (or unstable) nature of the fuel in a gas or liquid state. During operation, storage of H2 would be approximately 265 kilograms of gaseous H2 fuel for a single day of complete ZEMU rail vehicle service. It was assumed that either 500 kilograms of gaseous H2 would be delivered to the Project site every 2-3 days or 4000 kilograms of liquid H2 fuel every 10-15 days.

As discussed in the FEIR, three low-probability/high-consequence accidental explosion scenarios were evaluated: (1) gas vapor cloud explosion (GVCE), (2) liquid vapor cloud explosion (LVCE), and (3) boiling liquid expanding vapor explosion (BLEVE). The potential hazards of a VCE and BLEVE are considered significant in the absence of mitigation. Detonation of a liquid H2 VCE (upper bound LVCE) would result in the most catastrophic damages to buildings and roadways, while the BLEVE for liquid H2 generates additional damages from flying debris, which could cause both lethal and non-lethal injuries. The Project will implement Mitigation Measure HM-3 (Prepare a Hazards Operations and Emergency Response Plan) as part of the Project's final design to develop and implement a Hazardous Material Operations Plan. In addition to precautions taken against VCE scenario, additional precautions to reduce likelihood of loss of containment and rupture of the storage tank would be considered as part of the mitigation strategy for the BLEVE scenario.

The following mitigation measures will be implemented as a part of the Project:

HM-1 Comply with Hazards and Hazardous Materials Recommendations.

HM-2 Plan and Monitor for Hazardous Materials.

HM-3 Prepare a hazards operations and emergency response plan.

Mitigation measures HM-1 through HM-3 would mitigate impacts related to hazardous materials and hazardous wastes during construction of the project to a less than significant impact. These mitigation measures have been made conditions of approval and are included in the MMRP.

Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Sections 3.6 and 4.3.4, incorporated herein by reference, the Board finds that changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

6. Land Use and Planning

The FEIR determined that the Project would be consistent with the City's General Plan and would not require temporary construction easements or acquisitions as a part of the Project. The Project is entirely contained within the existing AMF site and will not physically divide an established community. However, the Project would be constructed and operated within a disadvantaged community, located immediately to the south of the Project site.

During construction, temporary disruptions to traffic, increased noise from equipment, and localized construction emissions would result. The Project would carry forward Mitigation Measure T-1, transportation management plan, from the previously certified DSBPRP EIR to reduce any temporary disruptions to circulation. The transportation management plan (T-1) would involve public notification of the upcoming construction work and traffic management during construction activities. Additional temporary impacts may occur during construction relating to noise and air quality and, therefore, the Project would implement Mitigation Measures NOI-1 (Employ Noise Reducing Measures during Construction) and AQ-1 (Implement Air Quality BMPs during Construction) from the previous DSBPRP EIR. The implementation of these measures would mitigate these potential construction impacts for the disadvantaged community to a less than significant level.

During operation, no nuisance impacts to disadvantaged communities are anticipated to result from the Project additions to AMF. Operation of the ZEMU vehicle is anticipated to result in a net reduction in emissions as the ZEMU vehicle is brought into service. Post-construction views from residences to the south would be required to comply with Mitigation Measure AES-1, Comply with Aesthetic Guidelines in the San Bernardino General Plan, and the Project would prepare a lighting plan as outlined in mitigation measure AES-2 to reduce light and glare to adjacent properties. As previously discussed, the Project would prepare a Hazards Operations Plan (Mitigation Measure HM-3), which would be implemented to minimize the risks associated with the use and storage of H2 on site and comply with federal and state regulations typical with the use of this technology.

T-1 Prepare and Implement a Traffic Management Plan.

NOI-1 Employ Noise-Reducing Measures during Construction.

AQ-1 Implement Air Quality BMPs during Construction

Mitigation measures T-1, NOI-1, and AQ-1 would mitigate potential impacts to disadvantaged communities, consistent with applicable land use and planning policies and guidance. These mitigation measures have been made conditions of approval and are included in the MMRP. Implementation of these measures will reduce impacts to less than significant levels.

Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Sections 3.7 and 4.3.6, incorporated herein by reference, the Board finds that changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

7. Tribal Cultural Resources

The FEIR determined that based on the negative results of the NAHC Sacred Lands File search along with the absence of prehistoric and/or ethnohistoric related cultural resources based on records search and archaeological survey of the Project study area, no tribal cultural resources (TCR) have been identified within the boundaries of the Project footprint or in the immediate vicinity of the Project. The Project contacted tribes based on the NAHC list of recommended Native American individuals and/or tribes indigenous to the area. One tribe, the San Manuel Band of Mission Indians (SMBMI) responded, requesting to be notified if any cultural resources were identified or encountered during any phase of the Project, as well as providing suggested mitigation measures. The Project implemented the proposed mitigation measures into mitigation measure TCR-1, Stop Work and Consult the Tribes consulted under AB 52 if Cultural Resources or Human Remains are Encountered. Additionally, the Project will implement mitigation measure CUL-1 to reduce any unanticipated potential impacts to archeology resources during construction. Impacts would be less than significant with the following mitigation incorporated:

CUL-1: Stop work if unanticipated archaeological resources are encountered.

TCR-1: Stop Work and Consult the Tribes consulted under AB 52 if Cultural Resources or Human Remains are Encountered.

Mitigation measures CUL-1 and TCR-1 have been made conditions of approval and are included in the MMRP. CUL-1 and TCR-1 would reduce potential impacts to tribal cultural resources to less than significant levels.

Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Sections 3.8 and 4.3.7, incorporated herein by reference, the Board finds that changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

SECTION 4. Consistent with Sections 15091, 15092, and 15093 of the State CEQA Guidelines, and as detailed in FEIR Chapter 2, incorporated herein by reference, the Board finds that, based on the impacts of the proposed project and the range of alternatives considered:

(a) No Project Alternative – The No Project Alternative proposes no improvements to the existing AMF. Under the No Build Alternative, the planned Arrow service would not be able to incorporate a ZEMU vehicle. The No Build Alternative would not result in any environmental impacts and would be considered environmentally superior; however, it would not meet any of the project objectives. For these reasons, the Board rejects this alternative from consideration.

(b) Proposed Project – The proposed Project would facilitate the integration of a H2-powered, ZEMU rail vehicle into SBCTA’s planned Arrow service. SBCTA is currently constructing the AMF to service and maintain SBCTA’s DMU rail vehicle fleet for the Arrow service. The SCRRA will operate and dispatch the Arrow service in coordination with SCRRA’s existing Metrolink service and start operations in 2021. The proposed Project includes integration of the ZEMU rail vehicle into the Arrow service in 2024, and associated modifications and upgrades to the AMF. The modifications and upgrades to the AMF would facilitate H2 storage and refueling and ensure compliance with required safety improvements. The Project would include multiple improvements to the AMF site, including additional insulation and venting at the maintenance building (or shed) to facilitate the use of H2 fuel, construction of a hydrogen refueling pad for the refueling of ZEMU train vehicles, and fuel storage. Environmental impacts are anticipated as a result of the Project; however, the mitigation measures discussed in Section 3 of this resolution will mitigate potentially significant impacts to a less than significant level.

SECTION 5. The preceding Findings, although based primarily on conclusions in the FEIR, have not attempted to describe the full analysis of each environmental impact contained in the FEIR. Instead, the Findings incorporate by reference the discussions and analyses in the FEIR and supporting reference documents for the FEIR’s determinations regarding the nature and severity of the impacts of the project and mitigation measures designed to address those impacts. In making these Findings, the Board ratifies, adopts, and incorporates into these Findings the analysis and explanation in the FEIR and ratifies, adopts, and incorporates in these Findings the determinations and conclusions of the FEIR.

SECTION 6. Consistent with CEQA Section 15088.5, the Board has determined that no significant new information requiring recirculation of the EIR has occurred. Specifically, the Board has determined, based on the substantial evidence presented to it, that (1) no new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented; (2) no substantial increase in the severity of an environmental impact would result from the project; (3) no feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project; and (4) the DEIR is not so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. Specifically, the Board finds that no changes in response to comments and revisions and/or minor corrections to the Draft EIR were required that constitute significant new information under Section 15088.5(a).

SECTION 7. Consistent with CEQA Section 21081.6(a), the documents that constitute the record of proceedings for approving this project are located in the SBCTA office, 1170 West 3rd Street, 2nd Floor, San Bernardino, California. The custodian of these documents is Ms. Carrie Schindler, P.E., Director of Transit and Rail Programs.

SECTION 8. Consistent with Public Resources Code Section 21081.6, the Board approves the FEIR and adopts the Mitigation Monitoring and Reporting Program to mitigate or avoid significant effects of the project on the environment, as detailed in Section 3 of this Resolution, and to ensure compliance during project implementation.

SECTION 9. The Board approves the proposed project as more fully described in the FEIR.

SECTION 10. This Resolution is effective upon its adoption.

ATTACHMENT A: Mitigation Monitoring and Reporting Program

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 1, 2021.

Ayes: —

Nays: —

Abstained: —

Absent: —

Curt Hagman, Board President
San Bernardino County Transportation Authority

Attest:

Marlena Roman, Clerk of the Board
San Bernardino County Transportation Authority

ATTACHMENT A

Mitigation Monitoring and Reporting Program

SBCTA will adopt this MMRP in accordance with PRC Section 21081.6 and Section 15097 of the CEQA Guidelines. The purpose of the MMRP is to ensure that SBCTA, as the lead agency, complies with all applicable environmental mitigation requirements as contained in the Draft EIR for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project (Project). The mitigation measures for the Project as presented in this MMRP will be adopted by SBCTA, in conjunction with the certification of the Final EIR.

The mitigation measures are provided in the below MMRP. The specific mitigation measures are identified, as well as the monitoring method, responsible monitoring party, monitoring phase, verification/approval party, date mitigation measure verified or implemented, location of documents (monitoring record), and completion requirement for each mitigation measure.

The mitigation measures applicable to the Project include avoiding certain impacts altogether, minimizing impacts by limiting the degree or magnitude of the action and its implementation, and/or reducing or eliminating impacts over time by maintenance operations during the life of the action.

PRC Section 21081.6 requires the lead agency, for each project that is subject to CEQA, to monitor performance of the mitigation measures included in any environmental document to ensure implementation. SBCTA, as the designated CEQA lead agency for the Project, is responsible for review of all monitoring reports, enforcement actions, and document disposition as it relates to this MMRP.

A record of the MMRP will be maintained at SBCTA, 1170 W. Third Street, 2nd Floor, San Bernardino, California. All mitigation measures contained in the EIR shall be made conditions of the Project as may be further described below.

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Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring Method	Responsible Party	Monitoring Phase	Verification/ Responsible Party	Date Mitigation Measure Verified or Implemented
Aesthetics						
AES-1	Comply with Aesthetic Guidelines in the San Bernardino General Plan. During final design, SBCTA will apply the design elements are consistent with the vision for the City regarding aesthetic enhancements, landscaping, streetscapes, materials, colors, and signage and as applicable to the Project's final design.	Final Architectural Plans	SBCTA	During Final Design		
AES-2	Prepare a Lighting Plan. During final design, lighting fixtures will be selected and installed to minimize glare on adjacent properties. Lighting fixtures shall be shielded with non-glare hoods and focused within the Project site.	Final Architectural Plans	SBCTA	During Final Design		
Air Quality						
AQ-1	<p>Implement Air Quality BMPs during Construction. During clearing, grading, earthmoving, or excavation operations, excessive fugitive dust emissions will be controlled by regular watering or other dust preventive measures using the following procedures, as specified in SCAQMD Rule 403. All material excavated or graded will be watered in quantities sufficient to prevent the generation of visible dust plumes. Watering will occur at least twice daily with complete coverage, preferably in the late morning and after work is done for the day. All material transported on-site or off-site will be securely covered to prevent excessive amounts of dust. The area disturbed by clearing, grading, earth-moving, or excavation operations will be minimized to prevent excessive amounts of dust. These control techniques will be indicated in Project specifications. In addition, where feasible, the following measures will be implemented to reduce construction emissions:</p> <ul style="list-style-type: none">Minimize land disturbance;Use watering trucks to minimize dust; watering should be sufficient to confine dust plumes to the Project work areas;Suspend grading and earth moving when wind gusts exceed 25 miles per hour, unless the soil is wet enough to prevent dust plumes;Cover trucks when hauling dirt;	Standard Condition, inclusion in contract specifications	SBCTA's Designated Contractor	During Construction		

Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring Method	Responsible Party	Monitoring Phase	Verification/ Responsible Party	Date Mitigation Measure Verified or Implemented
	<ul style="list-style-type: none">Stabilize the surface of dirt piles if not removed immediately;Limit vehicular paths on unpaved surfaces and stabilize any temporary roads;Minimize unnecessary vehicular and machinery activities;Sweep paved streets at least once per day where there is evidence of dirt that has been carried on to the roadway;Revegetate disturbed land, including vehicular paths created during construction, to avoid future off-road vehicular activities;Ensure that all construction equipment is properly tuned and maintained;Minimize idling time to 5 minutes—this saves fuel and reduces emissions;Provide an operational water truck on-site at all times. Use watering trucks to minimize dust; watering should be sufficient to confine dust plumes to the Project work areas;Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary power generators; and• Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.					
Cultural Resources						
CUL-1	Stop work if unanticipated archaeological resources are encountered. In the event that archaeological resources (sites, features, or artifacts) are exposed during construction activities for the proposed Project, all construction work occurring within 50 feet of the find will immediately stop until a qualified archaeologist, meeting the Secretary of the Interior’s	Standard Condition, inclusion in contract specifications	SBCTA	During Construction		



Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring Method	Responsible Party	Monitoring Phase	Verification/ Responsible Party	Date Mitigation Measure Verified or Implemented
	Professional Qualification Standards, can assist Project personnel in avoiding the newly discovered resources and implement management measures to evaluate the significance of the find and determine whether additional study is warranted. Depending upon the significance of the find under CEQA (14 CCR Section 15064.5(f); PRC Section 21082), the archaeologist may simply record the find and allow work to continue. If the discovery proves significant under CEQA, the work area shall be secured from additional disturbance; additional work, such as preparation of an archaeological treatment plan, testing, or data recovery, may be warranted and shall be carried out at the attending archaeologist’s discretion and in consultation with the Project proponent and the lead agency.					
Hazards and Hazardous Materials						
HM-1	Comply with Hazards and Hazardous Materials Recommendations. The proposed Project will comply with all recommendations provided in the Phase I ESAs, Phase II ESAs, and associated Technical Memorandum of Additional Findings prepared for the Project. This includes recommendations related to subsurface activities, additional investigations, and proper handling and removal of previously unknown wastes and soils affected by lead.	Standard Condition, inclusion in contract specifications	SBCTA	During Final Design		
HM-2	<p>Plan and Monitor for Hazardous Materials. Prior to the start of ground-disturbing activities, the contractor will be provided with a copy of the Phase I ESA and advised that hazardous wastes may be present anywhere along the rail corridor. The contract specifications will require the contractor to be responsible for appropriate handling, storage, and disposal of any hazardous wastes encountered on the site or generated during project-related construction and demolition activities, in accordance with applicable local, state, and federal laws.</p> <p>Prior to the demolition of any structures within the Project Study Area, a survey shall be conducted for the presence of hazardous building materials such as asbestos-containing materials (ACM), lead-based paints, and other materials falling under universal waste requirements. The results of this survey shall be submitted to SBCTA and the City of San Bernardino’s Community Development Department.</p>	Standard Condition, inclusion in contract specifications	SBCTA	Prior to Construction		

Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring Method	Responsible Party	Monitoring Phase	Verification/ Responsible Party	Date Mitigation Measure Verified or Implemented
	If any hazardous building materials are discovered, a plan for their proper removal shall be prepared in accordance with applicable requirements of the California Division of Occupational Safety and Health and the County of San Bernardino Environmental Health Services. The contractor performing the work will be required to have a license in the State of California and possess a C-21, A or B classification. Further, and if required, the contractor or its subcontractor will be required to possess a California State Contractor License (asbestos) to perform any asbestos-related work. Prior to any demolition activities, the contractor will be required to secure the site and ensure the disconnection of utilities.					
HM-3	Prepare a hazards operations and emergency response plan. Prior to construction of the Project, SBCTA will evaluate methods to minimize operational hazards associated with the transportation, storage, and use of H2 fuel on-site, in accordance with the Department of Energy guidance, applicable National Fire Protection Association, International Fire Code, and process safety codes, standards, and industry best practices. These measures will be integrated into the Project's final design to maximize operational safety, system redundancy, and other design features	Standard Condition, inclusion in contract specifications	SBCTA	Prior to Construction		
Noise						
NOI -1	<p>Employ Noise-Reducing Measures during Construction. The project sponsor will require its construction contractors to employ measures to minimize and reduce construction noise. Measures that will be implemented to reduce construction noise to acceptable levels include the following:</p> <ul style="list-style-type: none">• Comply with local noise regulations and limit construction hours to the extent practicable (i.e., between the hours of 7:00 a.m. and 8:00 p.m.).• Use available noise suppression devices and techniques, including:• Equipping all internal combustion engine-driven equipment with mufflers, air-inlet silencers, other types of shrouds or shields, or other noise-reducing features that are in good operating condition and appropriate for	Standard Condition, inclusion in contract specifications	SBCTA	During Construction		



Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring Method	Responsible Party	Monitoring Phase	Verification/ Responsible Party	Date Mitigation Measure Verified or Implemented
	<p>the equipment (5 to 10 decibel reduction possible).</p> <ul style="list-style-type: none">○ Using “quiet” models of air compressors and other stationary noise sources where such technology exists.○ Using electrically powered equipment instead of pneumatic or internal combustion-powered equipment, where feasible.					
Transportation						
T-1	<p>Prepare and Implement a Traffic Management Plan. Prior to initiating construction, SBCTA will ensure that the construction contractor prepares a Traffic Management Plan that includes construction detour plans and designates construction truck access routes for each phase of construction. During each phase of construction, the construction contractor will provide signage indicating the construction limits, access routes, detour routes, and entrances to individual business sites. In addition, the construction contractor will supply “open for business” signs to encourage normal business activity during construction.</p>	<p>Standard Condition, inclusion in contract specifications</p>	<p>SBCTA/Designated Construction Contractor</p>	<p>Prior to Construction</p>		
Tribal Cultural Resources						
TCR-1	<p>Stop Work and Consult the Tribes consulted under AB 52 if Cultural Resources or Human Remains are Encountered. In the event that any cultural resources are encountered during Project construction, SBCTA will:</p> <ul style="list-style-type: none">• Cease all work in the immediate vicinity of the find (within a 60-foot buffer) and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Tribes consulted under AB 52 shall be contacted regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.	<p>Standard Condition, inclusion in contract specifications</p>	<p>SBCTA</p>	<p>Prior to Construction</p>		

Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring Method	Responsible Party	Monitoring Phase	Verification/ Responsible Party	Date Mitigation Measure Verified or Implemented
	<ul style="list-style-type: none">If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to the Tribes consulted under AB 52 for review and comment. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.If any previously unrecorded human remains are inadvertently discovered during construction, all work within the immediate vicinity of the discovery must cease immediately and a 100-foot-wide buffer will be established around it to secure it from further disturbance. California State law (Health and Safety Code Section 7050.5; PRC Sections 5097.94, 5097.98, and 5097.99) will be followed on state, county, and private land. This law specifies that work will stop immediately in any areas where human remains or suspected human remains are encountered. The lead agency and the county coroner will be immediately notified of the discovery. The coroner has 2 working days to examine the remains after being notified by the lead agency. If the remains are determined to be Native American, the coroner has 24 hours to notify NAHC, who will determine the MLD. The NAHC will immediately notify the identified MLD, and the MLD has 48 hours to make recommendations to the landowner or representative for the respectful treatment or disposition of the remains and grave goods. If the MLD does not make recommendations within 48 hours, the area of the property must be secured from further disturbance. If no recommendation is given, the lead agency or its authorized representative will re-inter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.The Tribes consulted under AB 52 shall be contacted of any pre-contact and/or historic-					



Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring Method	Responsible Party	Monitoring Phase	Verification/ Responsible Party	Date Mitigation Measure Verified or Implemented
	<p>era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with the Tribes consulted under AB 52, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents a tribe for the remainder of the project, should any of the Tribes consulted under AB 52 elect to place a monitor on-site.</p> <ul style="list-style-type: none">Any and all archaeological/cultural documents created as a part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to the Tribes consulted under AB 52. The Lead Agency and/or applicant shall, in good faith, consult with Tribes consulted under AB 52 throughout the life of the project.					

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X	X	X	X					
Janice Rutherford Board of Supervisors	X	X	X	X	X		X					
Dawn Rowe Board of Supervisors	X	X	X	X	X	X	X					
Curt Hagman Board of Supervisors	X	X	X	X	X	X	X					
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X					
Daniel Ramos City of Adelanto												
Gerardo Hernandez City of Adelanto												
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X					
Paul Courtney City of Barstow		X			X	X						
Rick Herrick City of Big Bear Lake	X	X	X	X	X	X						
Eunice Ulloa City of Chino	X	X	X	X	X	X	X					
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X					
Frank Navarro City of Colton	X	X	X	X	X	X	X					
Acquanetta Warren City of Fontana	X	X	X	X	X	X	X					
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X	X					
Cameron Gregg City of Hesperia	X	X	X	X		X						

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	X					
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X	X	X	X					
John Dutrey City of Montclair	X	X	X	X	X	X	X					
Edward Paget City of Needles		X	X		X	X	X					
Alan Wapner City of Ontario	X	X	X	X	X	X	X					
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	X	X	X					
Paul Barich City of Redlands	*			X	X	X	X					
Deborah Robertson City of Rialto	X	X	X	X	X		X					
John Valdivia City of San Bernardino	X	X	X	X	X	X	X					
Joel Klink City of Twentynine Palms	X	X	X	X	X	X						
Carlos A. Garcia City of Upland				X			X					
Bill Velto City of Upland	X	*										
Debra Jones City of Victorville	X	X	X	X	X	X	X					
David Avila City of Yucaipa	X	X	X	X	X	X	X					
Rick Denison Town of Yucca Valley	X	X	X	X	X	X						
Michael Beauchamp Ex-Official Member	Rebecca Guirado	X	X	Diane Morales	David Bricker	X	Diane Morales					

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a meeting remotely on Thursday, June 17, 2021. The following is a summary of the meeting.

FY 2021-22 Administrative Budget

Every year the MSRC adopts an Administrative Budget for the upcoming fiscal year to ensure costs remain within the limitation, currently 6.25 percent of the annual MSRC portion of the AB 2766 revenues. For FY 2021-22, the MSRC adopted an Administrative Budget of \$829,544, which is \$189,206 below the 6.25 percent cap. Administrative expenditures are not directly drawn, however, from the MSRC fund account, but instead from South Coast AQMD's budget. To cover these expenses, the MSRC approved a fund transfer of \$56,000.

Consider Incorporating a Labor Law Provision in MSRC Contracts for On-Road Truck Projects

At the April 2, 2021 South Coast AQMD Board meeting, the Board requested that MSRC consider adding labor law language to MSRC contracts for on-road truck projects. comparable to a labor law provision included in similar South Coast AQMD grant contracts. The MSRC approved incorporating the labor law provision, with the condition that South Coast AQMD General Counsel consult with the MSRC-TAC and MSRC prior to terminating a contract or a proposed award on this basis.

FYs 2016-18 Work Program

Hydrogen Infrastructure Partnership Program

In March 2018, the MSRC approved release of a Program Opportunity Notice (PON) for the Hydrogen Infrastructure Partnership Program under the FYs 2016-18 Work Program. The PON, with an initial targeted funding level of \$3,000,000, seeks to expand the availability of hydrogen refueling as a means to accelerate the deployment of large numbers of zero emission hydrogen vehicles. To allow adequate time for refueling station design and implementation, the PON open solicitation period which commenced with its release on April 6, 2018 was subsequently extended to April 9, 2021. The MSRC has previously approved one award in the amount of \$1,000,000 in response to this solicitation.

The MSRC considered recommendations concerning a proposal submitted by San Bernardino County Transportation Authority (SBCTA). The project would install a hydrogen refueling station at the Arrow Maintenance Facility in San Bernardino to support the deployment of a Zero Emission Multiple Unit hydrogen passenger train (ZEMU). SBCTA requested \$1,662,000 in funding from the MSRC, to be matched with \$638,000 in co-funding from SBCTA. MSRC fueling infrastructure projects generally require a five-year operation period. While the anticipated lifespan of the ZEMU is 25 years, the initial demonstration period is only two years. The MSRC approved a contract award to SBCTA in an amount not to exceed \$1,662,000 as part of the Hydrogen Infrastructure Partnership Program under the FYs 2016-18 Work Program, with the contingency that the station be made available to other users if the ZEMU does not operate for a minimum of five years. The MSRC also authorized the request of full proposals from Air Products, Nikola, Clean Energy, and California State University, Los Angeles.

Contract Modification Requests

The MSRC considered six contract modification requests and took the following actions:

1. City of Indian Wells, Contract #ML 18036, which provides \$50,000 for EV charging infrastructure and a two year no-cost term extension;
2. City of Carson, Contract #ML18057, which provides \$106,250 to procure five light-duty zero emission vehicles, install EV charging infrastructure and a 17-month no-cost term extension;
3. Universal Waste Systems, Contract #ML18122, which provides \$200,000 to install limited access CNG fueling station and a one year no-cost term extension;
4. Riverside County Transportation Commission, Contract #MS18024, which provides \$1,500,000 to implement vanpool incentive program and a two year no-cost term extension;
5. City of Big Bear Lake, Contract #ML 18088, which provides \$50,000 to install a bicycle trail and a modified scope of work; and
6. City of South Gate, Contract #ML 18146, which provides \$127,400 to procure five light-duty zero emission vehicles, install EV charging infrastructure, a modified statement of work and a two-year term extension.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2008-09 to the present.

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA) Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman		D. Robertson R. Putz	F. Navarro L. McCallon L. Michael R. Marquez L. Becerra C. Hagman
†San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. *Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Acquanetta Warren	Cynthia Moran John Valdivia Rick Denison	John Dutrey

Rules of Appointment

1. SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/22
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/21
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/21 12/31/22
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/22 12/31/22
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Valdivia, San Bernardino, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/22 12/31/22

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/22
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/22
Regional Rideshare Agency - Mobile Source Air Pollution Reduction Review Committee	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The County Transportation Commissions within the South Coast Air Basin operating a rideshare program are identified as the Regional Rideshare Agencies. Ride share programs consist of providing resources and ride matching to commuters to reduce single occupancy vehicle trips, as well as employer support for implementing rideshare programs and reduction plans for the South Coast Air Quality Management District's Rule 2202. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	4/30/22 4/30/22

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Vice Chair/ President) <u>East Valley</u> Frank Navarro, Colton (Past President) Darcy McNaboe, Grand Terrace Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MVSS & MDC) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Chair/Vice President) Edward Paget, Needles Debra Jones, Victorville Paul Cook, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2021 12/31/2021 Indeterminate Indeterminate Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022 12/31/2022
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) David Avila, Yucaipa (Vice Chair) Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto John Valdivia, San Bernardino Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2021 12/31/2021 Indeterminate Indeterminate Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Dawn Rowe, Supervisor (Chair) Art Bishop, Apple Valley (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Cameron Gregg, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Janice Rutherford, Supervisor Paul Cook, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of odd-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Curt Hagman, Supervisor (President) Art Bishop, Town of Apple Valley (Vice President) Frank Navarro, Colton (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2021 12/31/2021 12/31/2021 12/31/2021

<u>Policy Committee Meeting Times</u>	General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
	Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
	Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
	Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) John Valdivia, San Bernardino (Vice Chair)	6/30/2022 6/30/2022

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

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

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2022 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ol style="list-style-type: none"> One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Vacant (A)</p> <p>Gerry Newcombe (B)</p> <p>Wayne Hendrix (C)</p> <p>Rick Gomez (D)</p> <p>Mike Layne (E)</p> <p>Curt Hagman, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>12/31/24</p> <p>12/31/22</p> <p>12/31/22</p> <p>12/31/22</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Council of Governments Ad Hoc Committee</p> <p>In June 2016, the SBCTA Board President appointed this ad hoc committee.</p>	<p>To provide direction relative to the Council of Governments annual work plan.</p>	<p>Alan Wapner, Ontario – Chair</p> <p>Larry McCallon, Highland</p> <p>L. Dennis Michael, Rancho Cucamonga</p> <p>Frank Navarro, Colton</p> <p>Janice Rutherford, Supervisor</p>
<p>Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee</p> <p>In April 2019, President McNaboe appointed SBCTA members to this ad hoc committee.</p>	<p>To provide policy guidance related to funding allocations and project delivery.</p>	<p>Ron Dailey, Loma Linda (Omnitrans)</p> <p>Penny Lilburn, Highland (Omnitrans)</p> <p>Sam Spagnolo, Rancho Cucamonga (Omnitrans)</p> <p>Darcy McNaboe, Grand Terrace (SBCTA)</p> <p>Dusty Rigsby, Loma Linda (SBCTA)</p> <p>Ray Marquez, Chino Hills (SBCTA)</p>

Equity Ad Hoc Committee On October 7, 2020, the Board approved the establishment of this ad hoc committee composed of seven Board members appointed by the Board President. Membership consists of the following: - 2 East Valley member - 2 West Valley member - 2 Mountain/Desert member - 1 County member	To look broadly at equity and inequity region-wide both within the practices, policies and projects of SBCTA, as well as policies and issues facing SBCOG's member agencies.	L. Dennis Michael, Rancho Cucamonga Acquanetta Warren, Fontana John Valdivia, San Bernardino Rick Denison, Yucca Valley Darcy McNaboe, Grand Terrace Art Bishop, Apple Valley Joe Baca Jr., Supervisor
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SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019