

AGENDA

Transit Committee Meeting

June 10, 2021

9:00 AM

MEETING ACCESSIBLE VIA ZOOM AT: <https://gosbcta.zoom.us/j/92950154157>

Teleconference

Dial: 1-669-900-6833

Meeting ID: 929 5015 4157

<p>This meeting is being conducted in accordance with Governor Newsom's Executive Order N-29-20.</p>

Transit Committee Membership

Chair

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mayor Pro Tem Alan Wapner
City of Ontario

Vice Chair

Vice Mayor Ray Marquez
City of Chino Hills

Mayor Deborah Robertson
City of Rialto

Mayor Frank Navarro
City of Colton

Mayor John Valdivia
City of San Bernardino

Mayor Acquanetta Warren
City of Fontana

Council Member David Avila
City of Yucaipa

Mayor Pro Tem Larry McCallon
City of Highland

Council Member Rick Denison
Town of Yucca Valley

Mayor John Dutrey
City of Montclair

Supervisor Dawn Rowe
County of San Bernardino

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

AGENDA

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Interested persons may submit Public Comment in writing to the Clerk of the Board at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on June 9, 2021.

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

CALL TO ORDER

(Meeting Chaired by L. Dennis Michael)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

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

Consent - Transit

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

Pg. 15

Receive and file change order report.

Presenter: Victor Lopez

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

DISCUSSION ITEMS

Discussion - Administrative Matters

3. Election of Committee Chair and Vice Chair

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Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2022.

Presenter: Carrie Schindler

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

Discussion - Transit

4. West Valley Connector-Phase I Construction Management Consultant Services

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 21-1002629 for Phase 1 Construction Management Consultant services for the construction of the West Valley Connector Project.

Presenter: Victor Lopez

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and will review the Request for Proposals prior to its release.

5. Redlands Passenger Rail Project– Contingency Increase to Construction Contract No. 19-1002070 and Amendment No. 3 to Construction Management Consultant Contract No. 18-1001834

Pg. 65

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

A. Allocate an additional \$6,215,541.70 in State Transit Assistance funds to the Redlands Passenger Rail Project (RPRP) to fund a retrofit of the RPRP Rail Storage and Maintenance Facility (RSMF) needed to remedy non-compliant clearances.

Agenda Item 5 (cont.)

B. Approve an increase in the amount of contingency authorized for Contract No. 19-1002070 with Granite Construction Company for the RPRP RSMF by \$5,500,000, increasing it from \$2,863,400 to \$8,363,400, and authorize the Executive Director, or their designee, upon receipt of valid certificates of insurance, to release contingency as necessary for the completion of the project.

C. Approve Amendment No. 3 to Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for Construction Management Consultant Services for the RPRP RSMF, increasing the contract amount by \$715,541.70, for a new lump sum amount not-to-exceed \$2,616,409.02.

D. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$6,215,541.70 in State Transit Assistance funds.

Presenter: Victor Lopez

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

6. Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation for Project Management/Construction Management Services for Emerging Technology Tunnel to Ontario International Airport

Pg. 73

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

A. Allocate an estimated additional \$2,951,284 in Valley State Transit Assistance-Population Share funds to the Tunnel to Ontario International Airport (ONT) to fund environmental studies outside of the proposed Design, Build, Operate, and Maintain Developer contract, increasing the amount of funds allocated to the Project to \$22,001,284 of Valley State Transit Assistance-Population Share funds and \$950,000 of Rail Assets funds.

B. Find that it is in the best interest of the agency to approve a sole source procurement of HNTB Corporation's services for environmental studies work; approve Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation to provide Project Management/Construction Management Services for Emerging Technology Tunnel to ONT, expanding the scope of work, modifying the insurance provisions and increasing the contract amount by an estimated amount of \$2,682,985, for a new not-to-exceed amount of \$29,623,413; and authorize work under Notice to Proceed 1 for a new not-to-exceed amount of \$11,758,095, to be funded with Valley State Transit Assistance – Population Share funds.

C. Approve an increase to the contingency authorized for Contract No. 21-1002452 in an estimated amount of \$268,299, for a new not-to-exceed amount of \$1,175,810, for work under Notice to Proceed 1, and authorize the Executive Director, or their designee, to release contingency as necessary for the completion of the project.

D. Approve a Fiscal Year 2021/2022 budget amendment to Task 0315, Transit Capital, increasing State Transit Assistance Fund-Rail by an estimated \$2,951,284.

Presenter: Carrie Schindler

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

7. Approval of Regional Rideshare Program Contracts

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

A. Approve Agreement No. 21-1002572 between San Bernardino County Transportation Authority (SBCTA), Riverside County Transportation Commission (RCTC), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), and Los Angeles County Metropolitan Transportation Authority (LACMTA), for a total receivable amount of \$852,510 for Regional Rideshare Software.

B. Approve Amendment No. 1 to Contract No. 19-1002203 with Trapeze Software Group, Inc. for Regional Rideshare Software, increasing the contract price from \$350,000 to \$1,057,159; incorporating licenses for LACMTA, OCTA and VCTC into Contract; and updating insurance requirements.

C. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Amendment No. 1 to Cooperative Agreement No. 20-1002371 with RCTC for Rideshare Program Implementation, removing Rideshare Software expenses incorporated into Agreement No. 21-1002572 from the Scope of Work, which reduces the receivable amount from \$200,000 to \$2,500.

D. Approve Memorandum of Understanding No. 21-1002573 between LACMTA, OCTA, RCTC, SBCTA, and VCTC to merge and consolidate the agencies' rideshare databases.

E. Approve and authorize the Executive Director, or his designee, to execute Amendment No. 3 to Contract No. 17-1001683 with Trapeze Software Group, Inc. to update insurance requirements and to amend the number of Option Terms for a maximum not-to-exceed term of June 30, 2024.

Presenter: Nicole Soto

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

8. Public Transit-Human Services Transportation Coordination Plan for San Bernardino County

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

A. Receive and file a presentation from AMMA Transit Planning regarding the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County.

B. Approve the Public Transit – Human Services Transportation Coordination Plan for San Bernardino County, 2021-2025.

Presenter: Nancy Strickert

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

9. Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2021/2022

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2021/2022.

Presenter: Nancy Strickert

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

10. Transportation Development Act Unmet Needs Hearing for Fiscal Year 2021/2022

Pg. 177

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

A. Adopt definitions of “Unmet Transit Needs” and “Reasonable to Meet”, as identified in Attachment A.

B. Set time, date and location for Transportation Development Act Unmet Transit Needs Public Hearing.

Presenter: Nancy Strickert

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

11. Fiscal Year 2021/2022 State of Good Repair Program Allocations

Pg. 181

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

A. Allocate \$4,286,414 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Engine Overhauls – Morongo Basin Transportation Authority (MBTA) - \$35,000
- ii. Shop Vehicle Replacement (MBTA) - \$39,000
- iii. Shop Equipment (MBTA) - \$15,000
- iv. Facility Facelift Repair (MBTA) – \$38,116
- v. Facilities Improvements (Mountain Transit) - \$83,923
- vi. Preventative Maintenance (City of Needles) - \$8,559
- vii. West Valley Facility Updates (Omnitrans) - \$3,037,370
- viii. Transit Center – Hesperia - Victor Valley Transportation Authority (VVTA) - \$80,530
- ix. Service Vehicles (VVTA) - \$20,000
- x. Regional Bus Replacement (VVTA) - \$490,650
- xi. Paratransit Replacement Vehicles (VVTA) - \$162,000
- xii. Metrolink Capital Maintenance - Southern California Regional Rail Authority (SCRRA) - \$276,266

B. Adopt Resolution No. 21-034 authorizing the San Bernardino County Transportation Authority Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2021/2022 State of Good Repair Program funds for the projects listed above.

Presenter: Nancy Strickert

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

12. Fiscal Year 2021/2022 Transit Operator Allocations

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

A. Approve Fiscal Year 2021/2022 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority; and

B. Approve revisions to the transit agencies' Short Range Transit Plans revenue assumptions to reflect the final allocation amounts.

C. Authorize the Executive Director, or his designee, to release Local Transportation Fund reserves to transit operators immediately, as needed, to help with cash flow until Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act funding becomes available to the operators. Local Transportation Fund reserves disbursed under this authority will be replenished in Fiscal Year 2022/2023 as a reduction to the amount requested.

Presenter: Nancy Strickert

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

Discussion - Transportation Programming and Fund Administration

13. Allocation of Transportation Development Act Funds for Fiscal Year 2021/2022

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

Adopt Resolution No. 21-043 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2021/2022 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

Presenter: Michele Fogerson

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

Public Comment

Brief Comments from the General Public

Interested persons may submit Public Comment in writing to the Clerk of the Board at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on June 9, 2021.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The Committee will go dark in July.

The next Transit Committee Meeting is scheduled for August 12, 2021.

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

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees. California Governor Gavin Newsom has issued Executive Order N-29-20 waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

Accessibility – During the COVID-19 crisis, meetings are being held virtually using web-based or telephone technologies. If accessibility assistance is needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com.

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

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

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

Public Testimony on an Item – Public Comment may be submitted in writing to the Clerk of the Board via email at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm the day before the meeting. Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should indicate their request when Public Comment is called for during the meeting. This request to speak can be achieved by either using the ‘Raise Hand’ feature in Zoom platform or by verbally stating interest when the Chair calls for Public Comment. When recognized by the Chair, speakers should be prepared to announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide such information electronically to the Clerk of the Board via email at clerkoftheboard@gosbcta.com no later than 5:00 pm the day before the meeting. The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar

items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

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

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

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to be removed from the virtual meeting. Disruptive or prohibited conduct includes without limitation: addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, posting profane or rude content in the virtual meeting environment, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: June 10, 2021

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
2	16-1001531	Stadler US, Inc. <i>Martin Ritter</i>	None
2	17-1001705	Flatiron West, Inc. <i>Dale A. Nelson</i>	All American Asphalt Hayward Baker, Inc. Pacific Steel Group Southwest V-Ditch, Inc. Schuff Steel Company Paramount Metal Supply Perimeter Security Group Alcorn Fence Company BC Traffic Specialist Select Electric, Inc. Mass Electric Const. Co. R. Dugan Construction, Inc. Rock Structures Advanced Geosolutions, Inc. Veolia Transportation Maintenance and Infrastructure
2,5	19-1002070	Granite Construction Company Brad J. Williams	Pacific Crane and Hoist, Inc. Facility Builders & Erectors, Inc. Beeson Masonry & Concrete, Inc. dba Pacific Pervious Coreslab Structures (LA), Inc. H. Wayne Lewis, Inc. dba Amber Steel Company Ken Curran Electric, Inc.

Transit Committee Agenda Item

June 10, 2021

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2,5 Cont'd			PGC Construction, Inc. H & H Engineering Construction, Inc. CL Coatings, Inc. Crown Fence Co. Air & Lube Systems, Inc. Wine Gardner Masonry, Inc. Meadows Sheet Metal & Air Conditioning, Inc. Dbm Meadows Mechanical Butler Buildings
5	18-1001834	Lockwood, Andrews & Newnam, Inc. <i>Timothy J. Schmidt</i>	
6	21-1002452	HNTB Corporation <i>Kevin Haboian</i>	
7	17-1001683 21-1002203	Trapeze Software Group, Inc. <i>Tom Cooper</i>	
8		AMMA Transit Planning <i>Heather Menninger</i>	

Financial Impact:

This item has no direct impact on the annual budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: June 10, 2021

Subject:

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

Recommendation:

Receive and file change order report.

Background:

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

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) vehicle procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had the following CCOs executed since the last report:
 - 1) CCO 055: The contractor installed drivable grass improvements at ditches starting near the Tennessee grade crossing station (STA) 456+16 to New York/ESRI STA 475+50. During the storm events of early 2020, the drivable grass improvements were damaged due to the volume of storm water produced. The storm events undermined and eroded large portions of the previously installed drivable grass. A field investigation was conducted to evaluate the condition of the ditches. After the field evaluation, the design team recommended that the drivable grass be removed from the ditches and be lined with rip rap to avoid future maintenance cost. This CCO directs Flatiron to replace the failed drivable grass with fabric-lined rip rap, install rip rap above the previously placed level of drivable grass to the top edge of the ditch for approximately 2000 feet with a not to exceed (NTE) amount of \$483,544.88.
 - 2) CCO 057: The Conformed Plans specified to relocate the Spur 2 derail switch machine. The existing timber head block ties under the derail switch machine were discovered to be in poor condition and in need of replacement. This Change Order directs the contractor to replace (2) 10' timber ties, and (2) 14' timber switch ties on the relocated derail switch machine for spur 2 at a total NTE value of \$11,028.03.
 - 3) CCO 058: While installing the new wrought iron fence near STA 266+00, an abandoned underground 14' x 4' x 8' drainage structure was discovered to conflict with the new fence posts. The abandoned structure was not shown on the plans and therefore represents a differing site condition. The Contractor shall remove and legally dispose of the existing steel hopper within the structure, construct a bulkhead inside the structure to limit the quantity of slurry required, and slurry fill. This contract change order has an agreed upon NTE lump sum cost of \$4,411.52.

Entity: San Bernardino County Transportation Authority

- 4) CCO 059: The contractor mobilized to perform the City of Riverside blow-off line relocation work per the conformed contract plans. During the start of said work, the contractor was unable to locate the blow-off line that is to be removed and replaced per plan. The contractor shall perform a field investigation in order to determine location/existence of City of Riverside blow-off line within SBCTA right of way through a maximum span of 400 feet with a NTE lump sum of \$3,405.64.
- 5) CCO 060: The conformed contract bid schedule for Bid Item #270 - 4' x 4' x 4' Splice Vault is 79 each. After completion of the splice vaults, it was determined that the total vaults installed are 82 EA. After review, it is determined that an increase of 3 EA of Bid Item #270 must be made to contract bid schedule for a total Bid Item increase of \$15,000.00.
- 6) CCO 061: The conformed contract bid schedule for Bid Item #271 - Communication Pull Box is 75 EA. After completion of the communication pull boxes, it was determined that the total pull boxes installed totaled 79 EA. The contractor submitted Request for Information 0776 requesting compensation for the additional 4 EA of communication pull boxes installed on site. After review, it is determined that an increase of 4 EA of Bid Item #271 must be made to contract bid schedule to complete the intended design for a total Bid Item increase of \$10,000.00.
- 7) CCO 063: After completing the grading improvements between Orange St and 6th St it was discovered that the roof drains of the building at 345 5th St (Mitten Building) are eroding the grading improvements. The Contractor submitted RFI 844 notifying the project of the issue. HDR reviewed the RFI and determined that additional erosion control measures are required at each roof drain outlet. The Contractor shall construct the roof drain erosion protection details for the building at 345 5th St for a NTE lump sum cost of \$1,953.99.
- 8) CCO 064: Per Conformed Drawing CD00022, the 48" Reinforced Concrete Pipe (RCP) associated with drainage system DS-16 had previously been installed. The Contractor was scheduled to complete the construction of the Class V concrete Rock Slope Protection (RSP) per Note 71. Upon review of the site, the Contractor reported that the IVDA Contractor had removed the last section of 48" RCP to complete their channel slope work associated with the IVDA project. The IVDA Contractor did not claim responsibility and was not willing to repair the section of 48" RCP removed. The contractor shall repair the DS-16 RCP for an agreed upon NTE value of \$9,843.25.
- 9) CCO 067: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at Richardson Street will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00014. This additional work includes nearly 1,500 linear feet of cable upgrades, revisions to terminal junction boxes, pull boxes, and changes in location for a NTE lump sum cost of \$56,862.04.

- 10) CCO 068: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at Stoddard Avenue will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00014. This additional work includes nearly 350 linear feet of cable upgrades, revisions to terminal junction boxes, pull boxes, and changes in location for a NTE lump sum cost of \$23,664.29.
- 11) CCO 070: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at West Colton Avenue will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00014. This additional work includes nearly 300 linear feet of cable upgrades, revisions to terminal junction boxes, pull boxes, and changes in location for a NTE lump sum cost of \$31,040.13.
- 12) CCO 071: On 06/01/2020, a motorist hit and damaged recently installed improvements at Mill St, including new curb and (2) new gates installed in the median. A Police Report was obtained and submitted to SBCTA. Per Section 01 55 00.4.02.C.1, maintenance of way accidents and unforeseen hazards that are not a result of the Contractors actions, will be paid as specified in approved change order(s). The contractor shall provide traffic control, replace damaged curb, remove and replace damaged foundations, lights, gates, conduits, and cabling for a NTE agreed upon lump sum cost of \$48,973.29.
- 13) CCO 072: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at East Mill Street will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL0008. This additional work includes nearly 170 linear feet of new conduit and cable, and revisions to terminating connection for a NTE lump sum cost of \$16,758.16.
- 14) CCO 073: The existing timber headblock ties for No. 14 Turnout at CP Redlands were discovered to be in poor condition and in need of replacement. The ties are warped and holes mis-drilled for the power switch machine. The turnout is scheduled to be relocated and Southern California Regional Rail Authority (SCRRA) requested that the ties be replaced. After coordinating with SCRRA and SBCTA, and it was determined that the Contractor should replace the headblock ties to prevent a long-term maintenance issue. This change order directs the contractor to replace (4) timber headblock ties at CP Zemu for a NTE lump sum amount of \$7,000.00.
- 15) CCO 074: The Contractor constructed a curb-opening-catch-basin at the end of DS-29 per conformed plan CD00044. After it was constructed the University of Redlands informed the project that the catch basin was too high and would not work with their new cul-de-sac improvement grades. The CM investigated the site, coordinated with the designer and determined that a manhole would be required at this location. The designer issued CD00044 Rev3 and the Contractor shall demo the existing curb-opening catch

basin, breakout and dispose concrete, and construct new manhole for an agreed upon lump sum NTE value of \$22,811.14.

- 16) CCO 078: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at Nevada Street will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00018. This additional work includes nearly 1,100 linear feet of cable upgrades, revisions to terminal junction boxes, pull boxes, and changes in location for a NTE lump sum cost of \$32,931.58.
- 17) CCO 079: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at University Street will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00030. This additional work includes nearly 500 linear feet of cable upgrades, revisions to terminal junction boxes, pull boxes, and changes in location for a NTE lump sum cost of \$45,000.
- 18) CCO 080: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at Orange Street will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00026. This additional work includes nearly 170 linear feet of new conduit and cable, and revisions to terminating connection for a NTE lump sum cost of \$7,237.29.
- 19) CCO 081: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at Church Street will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00029. This additional work includes nearly 230 linear feet of new conduit and cable, and revisions to terminating connection for a NTE lump sum cost of \$18,947.80.
- 20) CCO 084: During field meetings and coordination with Southern California Edison (SCE) it was determined that the final location of the SCE meter at Alabama Street will have to be revised. SCE provided the new location of the meter and provided details for the installation, which will increase the contractor's scope of work. The designer revised the plans and provided revised drawing EL00030. This additional work includes nearly 150 linear feet of cable upgrades, revisions to terminal junction boxes, pull boxes, and changes in location for a NTE lump sum cost of \$36,500.00.
- 21) CCO 085: While constructing the San Bernardino Transit Center parking lot improvements, the Contractor encountered several differing site conditions. These site conditions included an existing fire hydrant located directly in conflict with the proposed rolled curb at the north west quadrant of the parking lot. The proposed water source for

the SBTC parking lot irrigation point-of-connection shown on drawing LI001100 did not exist. Additionally, the proposed 18" N-12 HDPE storm drain required removal of an extensive amount of existing improvements including sidewalk, landscape and pole foundations. Finally, the proposed depth of the catch basin, per Note 88, exceeded the manufacturers recommended depth. The designer revised the construction plans to address these site issues and the contractor agreed upon a NTE lump sum value of \$99,000.00.

C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had the following CCOs executed since the last report:

- 1) CCO 014: The original project plans did not provide complete structural framing details for the electrical or air compressor rooms. In discussing of the pending framing design revisions with the City of San Bernardino, it was determined that a two-hour fire-rating was not required for the electrical room. This meant that instead of waiting on a framing design revision with complete structural details for framing with aluminum structural elements, the room could be framed with the more traditional light-frame wood construction. It was also established that a separate room for the air compressor was not required. Consequently, a field directive was issued to the Contractor to frame the electrical room using light-frame wood construction (as opposed to the aluminum studs shown in the original, incomplete structural framing drawings). The directive also completely eliminated framing a dedicated room for the air compressor. By providing the field directive to frame the electrical room with wood members and eliminating the framing in its entirety for the air compressor room, the Contractor delay was ended. Ultimately, a credit will be taken for the elimination of the air compressor room, and the aluminum framing that was revised to wood framing. However, a tracking and payment mechanism is required to allow the work to proceed immediately. Consequently, the field directive was coupled with a time and material price not to exceed amount of \$40,000 to frame the room with wood. This time and materials work includes framing of walls with 2x4 fire retardant studs, a ceiling with 2x6 fire retardant joists and ½" drywall. Other work includes the addition of a 26" duct from the air compressor to exhaust heat generated by the compressor. By removing a separate room for the air compressor, the room's double doors and associated temperature sensors as well as the concrete masonry unit wall, metal decking, and concrete infill ceiling have been deleted. The NTE lump sum cost is \$40,000.00
- 2) CCO 019: The design intent was to re-use three of the salvaged bumping posts from the site. While preparing these for installation, it was determined that these posts did not have the proper dimensions to accommodate the Diesel Multiple Unit (DMU) couplers. The cost of new bumping posts was quoted at approximately \$50,000 each. Alternatively, it was recommended that one existing bumping post could be field modified (at a much lower cost) to the height of the DMU coupler, so that it could be re-used as originally intended. Additionally, it was agreed that wheel chocks could be utilized within the shop on Tracks 3 and 4. This Change Order is to compensate the Contractor for the cost of field modifying one existing bumping post and purchasing wheel chocks at the other two locations for a NTE lump sum cost of \$4,750.00.

- 3) CCO 020: While coordinating with service providers, it was established that the property had no available phone or communication services. Therefore, new service needs to be provided. The most advantageous route for communication service is via the old “I” Street right-of-way. This route requires SBCTA to provide two 4” conduits from the communication pull box near the northeast corner of the building, to a demarcation point near the last service pole on “I” street. Similarly, Spectrum will provide service to this same demarcation point. This Change Order is for a NTE lump sum cost of \$27,846.50.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

Rail and Transit Construction Contracts

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

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

Attachment: Rail Transit Committee June 2021 DT RK MS [Revision 2] (7691 : Contract Change Orders to on-going Contracts with Stadler,

Rail and Transit Construction Contracts

17	CN 003 - Flatiron West, Inc. to install 68 linear feet of casing for Frontier at Arrowhead Avenue.	\$71,235.58
18	CN 083 - Increase Bid Item 10 - Permit allowance.	\$90,000.00
19	CN 058 - Arrowhead Avenue SCE conduit and casing installation.	\$207,714.40
20	CN 092 - Increase Bid Item 23 - Removal and disposal of contaminated soil to eliminate remaining contaminated soil along the RPRP.	\$3,300,000.00
21	CN 024 - Confirmation and establishment of new survey control points due to variances and discrepancies with survey design.	\$89,672.02
22	CN 048 - Orange Show Road Utility Protection Slab.	\$32,867.10
23	CN 057 - Arrowhead Avenue sewer bypass and sewer line replacement.	\$26,232.96
25	CN 016 - Easement at Mad Atom Revised TCE.	\$4,151.63
26	CN 022 - Soil Sampling and Analysis at University Station.	\$9,845.51
27	CN 055 - Hanging Scaffolding at Twin Creek Bridge to allow work to commence prior to issuance of the 408 Environmental Permit.	\$51,802.36
24	CN 52 - Elimination of earthen ditch at Tennessee Street.	\$7,665.25
28	CN 89 - 6th Street SCE distribution facility relocation by FWI.	\$119,443.92
29	CN 79 - Install 20" steel casing for SCG at CP Redlands (Stoddard Ave).	\$13,590.42
30	CN 49 - FWI to construct return walls at each station per revised design.	\$39,524.11
31	CN 69 - Construct dry utility protection slab at D Street for SCE facility.	\$24,956.12
32	CN 70 - Construct dry utility protection slab at 5th Street for SCE facility.	\$25,254.81
33	CN 71 - SCE metering pedestal location revisions at Sierra Way.	\$1,957.71

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34	CN 107 - Waterman 36" water main protection slab precast material costs .	\$96,273.62
35	CN 51 & CN 56 - Welded wire mesh installation at two locations to fill in gaps for protection of ROW.	\$14,469.64
36	CN 073 - SCE metering pedestal location revisions at Orange Show Road.	\$6,882.01
37	CN 84 - Replace existing IJ at CP Redlands due to rail continuity test defect.	\$9,006.27
38	CN 29 - Install 2 headwalls at DS-6 per SCRRA standards.	\$20,424.41
39	CN 59 - Revised grades at Colton due to changes in survey data.	\$1,800.22
40	CN 36 - Due to Esri adjacent project, increase depth of SCRRA turndown wall at Downtown Redlands Station platform.	\$33,290.41
41	CN 28 - Revisions to Gage Canal Blow Off Line	\$18,188.39
42	CN 80 - SCE Metering revisions to 7th street	\$41,855.16
43	CN 43 - E Street paving revisions due to ADA compliance.	\$4,083.49
44	CN 132 - SCE Manhole construction at 6th street	\$59,199.57
45	CN 94 - VCP Sewer bypass at Arrowhead Avenue	\$27,384.35
46	CN 82 - Waterman Avenue Waterline Slab Protection	\$184,133.88
47	CN 76 - SCE metering provisions at Waterman Avenue.	\$27,248.73
48	CN 23 - Soil Sampling and Analysis for Front 3.	\$9,359.49
49	CN 116 - Commercial driveway Arrowhead Ave premium time.	\$4,408.05
50	CN 103 - Revised Fencing Alignment	\$33,704.20

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51	CN 124 - E Street Signal vault elevation adjustment	\$3,090.07
52	CN 44 - City of Redlands Water Service and connection construction at Redlands stations.	\$34,040.49
53	CN 53 - Mountain View skeleton track construction during IVDA construction	\$64,034.97
54	CN 96 - Operator Change Engineering costs associated with communication systems redesign	\$453,945.69
55	CN 101 - Replace Drivable grass with Rip Rap	\$483,544.88
56	CN 117 - Communication Ductbank and Slurry Bid Item #265 increase	\$132,975.00
57	CN 109 - Replace switch block ties for spur 2	\$11,028.03
58	CN 112 - Sta 266+00 Abandoned drainage structure	\$4,411.52
59	CN 035 - Field investigation to locate City of Riverside blow off	\$3,405.64
60	CN 118 - Increase BI 270	\$15,000.00
61	CN 119 - Increase BI 271	\$10,000.00
63	CN 145 - Mitten building roof drain erosion protection	\$1,953.99
64	CN 163 - DS-16 Repair Work (IVDA Damage)	\$9,843.25
67	CN 067 - SCE Metering provisions Richardson Street	\$56,862.04
68	CN 143 - SCE Metering provisions Stoddard Street	\$23,664.29
70	CN 077 - SCE Metering provisions West Colton Avenue	\$31,040.13
71	CN 093 - Mill Street traffic incident	\$48,973.29

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Rail and Transit Construction Contracts

72	CN 072 - SCE Metering provisions Mill Street	\$16,758.16
73	CN 062 - Headblock ties for CP Zemu	\$7,000.00
74	CN 155 - University Parking lot drainage revisions	\$22,811.14
78	CN 078 - SCE Metering provisions Nevada Street	\$32,931.58
79	CN 064 - SCE Metering provisions University Street	\$45,000.00
80	CN 157 - SCE Metering provisions Orange Street	\$7,237.29
81	CN 081 - SCE Metering provisions Church Street	\$18,947.80
84	CN 074 - SCE Metering provisions Alabama Street	\$36,500.00
85	CN 129 - SBTC Parking Lot Mods	\$99,000.00
CCO TOTAL		\$12,778,223.72
APPROVED CONTINGENCY		\$15,423,207.19
REMAINING CONTINGENCY		\$2,644,983.47

Attachment: Rail Transit Committee June 2021 DT RK MS [Revision 2] (7691 : Contract Change Orders to on-going Contracts with Stadler,

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Rail and Transit Construction Contracts

RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
1	Increase to the contract permit allowance (bid item 3)	\$110,000.00
2	Demolish and rebuild two active junction structures. One structure was unknown and buried beneath the future location of the AMF building footing. The other structure was found in a location that varied from the as-builts and in conflict with a new storm drain construction.	\$127,069.75
3	Sanitary Sewer Relocation - Relocate existing sanitary sewer trunk line per SBMWD approved design revision.	\$470,000.00
4	36" Storm Drain Realignment & Water Quality Revisions.	\$25,727.85
5	Site Domestic & Fire Water Revisions - Implement revisions to site domestic and fire water lines, per design revision.	\$60,000.00
6	Building Footing & Slab Revisions - Increased some building footings and thickened slab dimensions.	\$118,107.28
8	Site lighting revisions.	\$230,610.38
9	Deductive Change - Deductive credit for elimination of Operations Building, vehicle lifts & landscaping.	(\$1,027,276.00)
11	RPRP Communication Site Redesign - Revisions in site communications due to change in operators (i.e. from Omnitrans to SCRRRA).	\$297,393.47
12	Time Impact Analysis 1.2 (Sewer) - Increase time related overhead for sewer delays.	\$300,000.00
14	Addition of fire retardant framing in the electrical communication room and detection of a separate air compressor room.	\$40,000.00
19	Bumping Post Modifications.	\$4,750.00
20	Addition of phone and internet conduit.	\$27,846.50
CCO TOTAL		\$784,229.23
APPROVED CONTINGENCY		\$1,363,400.00
REMAINING CONTINGENCY		\$579,170.77
RPRP- Vehicle Procurement from Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
1	Additional ADA seating and bicycle storage capacity.	\$118,500.00
2	Engineering and testing for modifications to the SBCTA DMU in preparation for future retractable steps.	\$222,300.00
3	Adjustment of the contract milestone schedule.	\$93,400.00
4	Adjustment of DMU color scheme to match SCRRRA branding.	\$49,434.00
5	Modification of the propulsion master controller.	\$118,890.83
CCO TOTAL		\$602,524.83
APPROVED CONTINGENCY		\$3,390,508.00
REMAINING CONTINGENCY		\$2,787,983.17

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 Amounts shown in parentheses represent a credit to the Agency

Attachment: Rail Transit Committee June 2021 DT RK MS [Revision 2] (7691 : Contract Change Orders to on-going Contracts with Stadler,

Minute Action

AGENDA ITEM: 3

Date: June 10, 2021

Subject:

Election of Committee Chair and Vice Chair

Recommendation:

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2022.

Background:

Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Metro Valley Study Session expire on June 30, 2021. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Transit Committee to serve until June 30, 2022. A complete listing of SBCTA policy committees, memberships, and chairs is attached to this item for reference.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

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

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> Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga (Chair TC) Acquanetta Warren, Fontana Curt Hagman, Supervisor (Chair/Vice President/Chair MVSS) <u>East Valley</u> Frank Navarro, Colton (Vice Chair/President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MDC) <u>Mountain/Desert</u> Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Rick Denison, Yucca Valley 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.	6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 12/31/2021 (6/30/2021) Indeterminate (6/30/2021) 12/31/2021 Indeterminate Indeterminate 12/31/2022 12/31/2022 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)	L. Dennis Michael, Rancho Cucamonga (Chair) Ray Marquez, Chino Hills** (Vice Chair) Frank Navarro, Colton John Dutrey, Montclair** Larry McCallon, Highland* David Avila, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario* Acquanetta Warren, Fontana Dawn Rowe, Supervisor John Valdivia, San Bernardino Rick Denison, Yucca Valley	12/31/2021 (6/30/2021) Indeterminate (6/30/2021) 12/31/2021 Indeterminate Indeterminate 12/31/2022 12/31/2022 Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022 12/31/2022

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) Gerardo Hernandez, 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)	Frank Navarro, Colton (President) Curt Hagman, Supervisor (Vice President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Alan Wapner, Ontario Art Bishop, Apple Valley Janice Rutherford, Supervisor	12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021

Policy Committee Meeting Times	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 Curt Hagman, Supervisor (Chair) Dawn Rowe, Supervisor (Vice Chair)	6/30/2021 6/30/2021

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 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> <ul style="list-style-type: none"> A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding. C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Vacant (A)</p> <p>Gerry Newcombe (B)</p> <p>Wayne Hendrix (C)</p> <p>Rick Gomez (D)</p> <p>Mike Layne (E)</p> <p>Frank Navarro, 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.

Minute Action

AGENDA ITEM: 4

Date: June 10, 2021

Subject:

West Valley Connector-Phase I Construction Management Consultant Services

Recommendation:

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 21-1002629 for Phase 1 Construction Management Consultant services for the construction of the West Valley Connector Project.

Background:

In May 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted Resolution No. 20-046, on the West Valley Connector (WVC) Project (Project), making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, approving and certifying the Final Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA). Subsequently, on May 12, 2020, the Federal Transit Administration (FTA) rendered its approval of the Finding of No Significant Impact (FONSI), which concluded the Environmental Clearance of the Project.

In December 2019, the SBCTA Board approved the 2020 State Transportation Improvement Program (STIP) proposal which would program funds to the Project, thus reducing the identified funding gap to \$118 million. In January 2020, the Board approved a funding strategy for WVC Project - Phase 1, which included additional allocation of funds and requests for at least \$65 million in grant funds, through upcoming opportunities in the Transit and Intercity Rail Capital Program (TIRCP), Senate Bill (SB) 1 programs, and the Federal Small Starts program. Of these three grant opportunities, SBCTA was successful on the TIRCP grant and was awarded \$15 million of TIRCP funds toward the cost of battery electric buses (BEB), as well as \$65 million in SB1 funding for the construction of the mainline corridor. The project rating package for the Federal Small Starts program was submitted to the FTA in September 2020, and the annual report on funding allocations for Fiscal Year 2020/2021 was issued by the United States Secretary of Transportation on April 5th 2021, announcing the allocation of \$86.75 million to the Project as part of FTA's discretionary Capital Investment Grants (CIG) program. A Small Starts Grant Agreement (SSGA) will still need to be executed with FTA and staff has been holding monthly meetings with FTA staff in an effort to complete the various requirements needed to execute the SSGA. The SSGA defines the project by including its cost, scope, schedule, and level of service, to a maximum level of annual and total CIG financial assistance (subject to Congressional appropriation); establishes the terms and conditions of Federal financial participation; defines the period of time for completion of the Project; and helps FTA oversee the Project and assisting the sponsor in managing the Project in accordance with Federal law.

SBCTA has commenced with the implementation of Phase 1 of the Project and has procured the services of several firms to assist in delivering the Project, including project management,
Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 10, 2021

Page 2

design, outreach, and legal services. The design consultant team, in close coordination with Omnitrans and the cities, is currently working on the final design and recently completed the 90% design documents for the mainline corridor.

As design of the Project progresses, SBCTA staff is seeking approval to release a Request for Proposals (RFP) to procure a Construction Management Consultant (CMC) to assist with the implementation of the Project. The CMC will be tasked with managing the construction of the Project.

The CMC will perform constructability reviews of the final design documents and provide assistance in developing detailed construction contract specifications and terms. The CMC will provide assistance during the bidding of the construction contract for the Project, will assist with cost estimates, and will ultimately provide oversight of all the contractors needed to construct the Project.

Staff is requesting the Board authorize the Executive Director to release RFP No. 21-1002629 for CMC services using the attached Scope of Services in Exhibit A. The estimated cost for the CMC services is \$10.7 million.

Financial Impact:

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

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and will review the Request for Proposals prior to its release.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

San Bernardino County Transportation Authority

WEST VALLEY CONNECTOR PROJECT
CONSTRUCTION MANAGEMENT SERVICES – SCOPE OF WORK
RFP No. 21-1002629

DRAFT

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1.0 INTRODUCTION

1.1 *West Valley Connector Project*

The San Bernardino County Transportation Authority (SBCTA), along with the public transit operator Omnitrans, are implementing Phase 1 of the West Valley Connector (WVC) Bus Rapid Transit (BRT) project (Project), linking the City of Pomona in Los Angeles County with the cities of Montclair, Ontario, and Rancho Cucamonga, in San Bernardino County, California.

The Project is a 19-mile corridor from downtown Pomona to Victoria Gardens in Rancho Cucamonga located primarily along Holt Avenue/Boulevard and Foothill Boulevard that will connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana in the counties of Los Angeles and San Bernardino, California. The Project will provide limited stops, allowing speed and quality improvements to the public transit system within the corridor. The goals of the Project are to provide enhanced transit service in the most heavily traveled corridor in Omnitrans' service area, and to provide multimodal connectivity with Omnitrans' local bus services, Metrolink commuter rail services (at two stations), and neighboring Foothill Transit, Riverside Transit, and LA Metro transit services, and faster travel to and from the Ontario International Airport.

The Project includes the following elements:

- 19-mile corridor serving Pomona, Montclair, Ontario and Rancho Cucamonga, as well as the Ontario International Airport and two Metrolink stations;
- “sbX branded” BRT limited stop service with 14 service hours per day on weekdays;
 - Phase I/Milliken Alignment: 10-minute peak and 15-minute off-peak headways
- 3.5 miles of dedicated bus lanes with five center median stations on Holt Boulevard in the City of Ontario;
- 33 station platforms at 21 station locations/major intersections spaced 0.5-mile to 1-mile apart. Station design elements include sbX-branded pylons with logo poles and signature lights, benches, trash receptacles, bicycle racks, variable message signs (e-signs) to display real-time bus arrival information, security cameras, light fixtures, shelters/canopies with wind screens, and landscaping;
- Transit signal priority (with signal coordination) and queue jump lanes to bypass traffic congestion at intersections;
- 40-foot battery-operated Electric Buses with sbX branding;
- Street improvements as needed, including utility improvements and reinforced concrete bus pads at stations; and
- Improvement of existing maintenance facility, as well as charging infrastructure to support the corridor BRT operations and new electric buses.

The Project's fleet is comprised of 40-foot-long electric battery powered zero emission buses with sbX branding. The buses have a third door on the left side for boarding at center station platforms. On-route charging infrastructure will be constructed at Pomona Transit Center.

All sbX West Valley Connector Line vehicles will be maintained and stored at the Montclair, West Valley (W.V.) maintenance facility located at 4748 East Arrow Highway, Montclair, CA. This facility will be upgraded to accommodate the new sbX West Valley Connector Line fleet of 18 40-foot electric buses and their maintenance and charging needs. Overhead charging infrastructure will also be

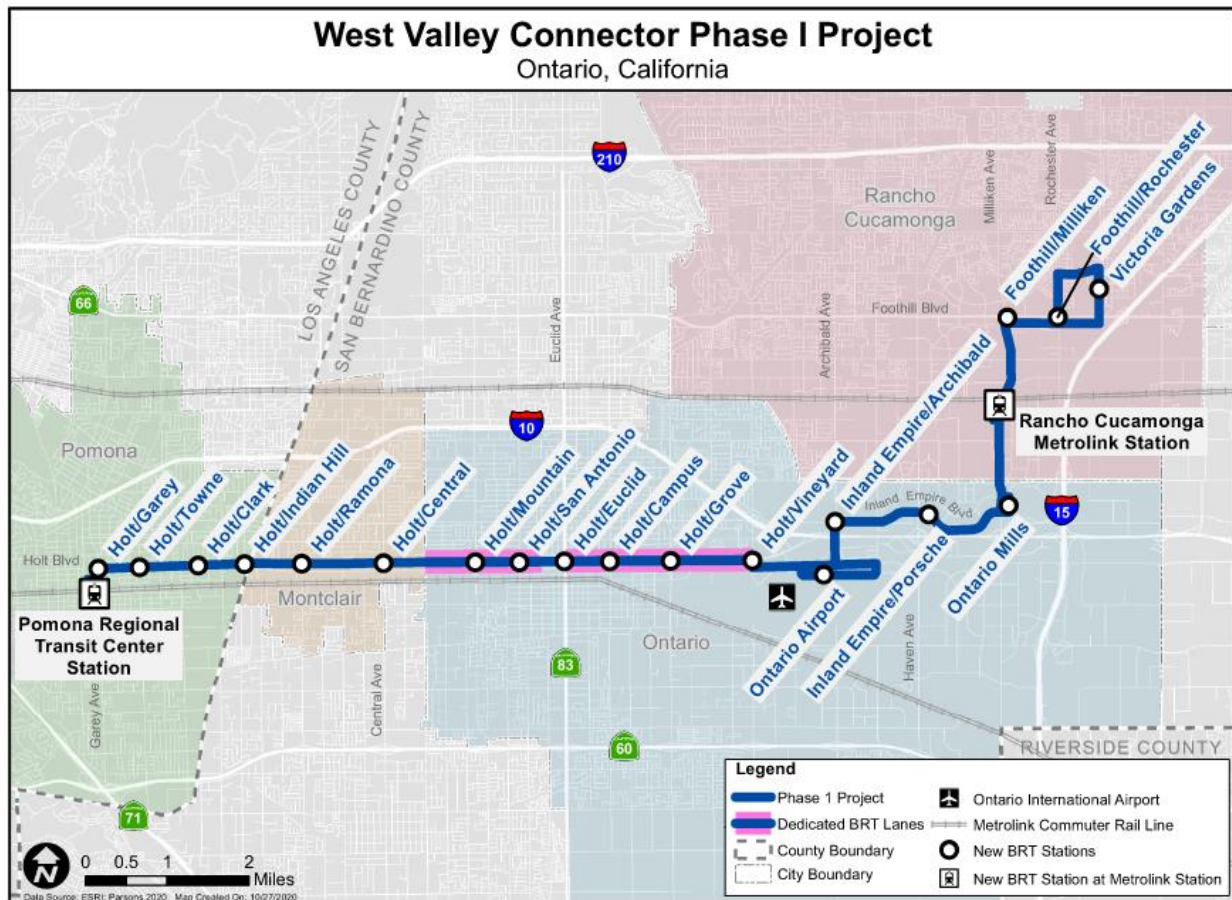
constructed at Omnitrans' West Valley maintenance facility in Montclair. Omnitrans will separately procure construction of the upgrades to the bus maintenance facility.

The BRT line will be operated by Omnitrans and is scheduled to begin operation in the Fall of 2024. Phase 1 of the corridor overlaps with segments of two of Omnitrans' highest-ridership bus routes, Route 61 on Holt Boulevard and Route 66 on Foothill Boulevard. These two corridors were among the ten planned BRT corridors proposed in the *Omnitrans System-Wide Transit Corridors Plan for the San Bernardino Valley* (2011). Omnitrans' first BRT corridor, the successful 15.7-mile sbX E Street Green Line, received a \$75M Small Starts grant and began revenue operations in April 2014, serving the cities of San Bernardino and Loma Linda. The West Valley Connector will be the second BRT corridor to be implemented in the Omnitrans service area.

SBCTA and Omnitrans will use the services of a Construction Management Consultant (CMC), who will provide construction management services for the Project, including construction of the corridor improvements and the bus facility upgrades, and work with other consultants to complete the Project.

1.2 Project Alignment

In Pomona, the alignment starts from the Pomona Regional Transit Center station, along Holt Avenue and into the City of Montclair. In Montclair, the alignment runs on Holt Boulevard between Mills Avenue and Benson Avenue and into the City of Ontario. In Ontario, the alignment continues on Holt Boulevard, starting from Benson Avenue, and then continues to Vineyard Avenue and into Ontario International Airport (loop through Terminal Way). From the airport, it heads north on Archibald Avenue to Inland Empire Boulevard and turns right to go east on Inland Empire Boulevard. On Inland Empire Boulevard, the alignment goes straight into Ontario Mills (loop through Mills Circle), and then heads north on Milliken Avenue into the City of Rancho Cucamonga. In Rancho Cucamonga, the alignment makes a loop into the Rancho Cucamonga Metrolink Station off Milliken Avenue and then continues up Milliken Avenue and turns east onto Foothill Boulevard. The alignment continues east on Foothill Boulevard, turns north onto Day Creek Boulevard, and then terminates with a layover at Victoria Gardens at Main Street. From Victoria Gardens, the alignment begins a return route by continuing north on Day Creek Boulevard, turns west onto Church Street, turns south onto Rochester Avenue, and then turns west back onto Foothill Boulevard, then down Milliken.



1.3 Project Stations

The BRT stations are located at 22 locations/major intersections and include five center platform stations, denoted below with an “*”.

City	Stations
Pomona	Pomona Regional Transit Center Station
	Holt Ave/Garey Ave
	Holt Ave/Towne Ave
	Holt Ave/Clark Ave
	Holt Ave/Indian Hill Blvd
Montclair	Holt Blvd/Ramona Ave
	Holt Blvd/Central Ave
Ontario	Holt Blvd/Mountain Ave*
	Holt Blvd/San Antonio Ave*

	Holt Blvd/Euclid Ave*
	Holt Blvd/Campus Ave*
	Holt Blvd/Grove Ave*
	Holt Blvd/Vineyard Ave
	Ontario International Airport (Two stations)
	Inland Empire Blvd/Archibald Way
	Inland Empire Blvd/Porsche Way
	Ontario Mills
Ranch Cucamonga	Rancho Cucamonga Metrolink Station
	Foothill Blvd/Milliken Ave
	Foothill Blvd/Rochester Ave
	Victoria Gardens between North and South Main St

1.4 Project Fleet and Maintenance Facilities

The Project's fleet is comprised of 40-foot-long electric battery powered zero emission buses with San Bernardino Valley Express (sbX) branding. sbX buses will hold approximately 96 passengers at maximum capacity.

Omnitrans operates and maintains its existing bus fleets from two major Operations and Maintenance (O&M) facilities: East Valley Vehicle Maintenance Facility (EVVMF), located at 1700 W. 5th Street in the City of San Bernardino, and West Valley Vehicle Maintenance Facility (WVVMF), located at 4748 E. Arrow Highway in the City of Montclair. The WVVMF facility will be upgraded as part of the project to accommodate the new sbX WVC Line fleet of 18 40-foot electric buses and their maintenance and charging needs. In addition, on-route charging infrastructure will be constructed at Pomona Transit Center.

1.5 Project Schedule

The current schedule for the Project reflects a revenue service date of *June 2025 with schedule reserve*. To that end, SBCTA intends to award a construction contract for the mainline in *October 2022* and issue notice to proceed in *December 2022*. Omnitrans intends to release an Invitation for Bids for maintenance facility upgrades in *October 2022*, award the contract in *March 2023*, and issue notice to proceed by *April 2023*. Other key Project dates are anticipated as follows.

Phase/Project Component	Start	Finish
Environmental Analysis	November 2015	June 2020
Final Design	March 2020	April 2022

Right of Way	October 2020	January 2023
Utilities	January 2021	October 2023
Maintenance Facility Upgrades	October 2022	August 2024
Construction Mainline	December 2022	December 2024
Vehicle Procurement	April 2022	September 2024
Anticipated Start of Revenue Service with Schedule Reserve	June 2025	
Anticipated Small Starts Grant Agreement	April 2022	

1.6 Project Costs and Funding

The cost estimate for the Project is approximately \$271.3 million. The tables below show the breakdown of proposed Project cost and funding in year of expenditure dollars.

Project Costs

Description	Amount (\$)
Construction Capital - Mainline	\$99,697,389
Construction Capital – Maintenance Facility	\$0
Vehicles and Charging Infrastructure	\$29,801,727
ROW Capital	\$58,811,789
Utilities	\$16,220,173
ROW/Utility Support	\$11,407,911
Environmental and Design	\$14,557,512
Project Management	\$8,613,733
Construction Management	\$10,745,716
Project Contingency	\$21,475,087
Total Project Cost	\$271,331,037

Project Funding Summary

Fund Source	Amount (\$)
Federal	
CIG Small Starts	\$86,750,000
FTA Section 5307 Funds with Agency from Mid-Valley land sale (80% Federal)	\$20,079,000
FTA Section 5307	\$660,000
Subtotal – Federal	\$107,489,000
State	
Transit & Intercity Rail Capital Program Funds (TIRCP)	\$15,000,000
State Transportation Fund (RIP/STIP-AC)	\$39,745,000
Solutions for Congested Corridors (SCCP)	\$65,000,000
Subtotal – State	\$19,745,000
Local	
Local Transportation Funds (LTF)	\$1,078,000
Measure I Local Sales Tax (Express Bus/Bus Rapid Transit)	\$28,700,000
Local funds from Mid-Valley land sale (20% local)	\$5,020,000
City of Ontario roadway improvements – construction in-kind	9,300,000
Subtotal – Local	\$44,098,000
Grand Total	\$271,332,000

1.7 Summary of CMC Services

The CMC will provide qualified construction management and inspection, materials testing, and contract administration for the entire Project as outlined in this Scope of Work.

The construction administration function is to assure compliance with the technical and administrative provisions of each construction contract. The CMC will prepare a detailed Construction Management Plan (CMP) that will detail safety, quality, change management cost control of all construction activities and contract administration. The CMP will be implemented in conformance with all federal and state regulations, including quality assurance, quantity control, materials testing, source inspection, structural and architectural inspection, and compliance with county, state and federal requirements covering contract procedures and fair employment.

The CMC will oversee the construction of the Project. The CMC is responsible for overseeing the activities of all the construction work by the general contractors. SBCTA intends to award one construction contract for the mainline and Omnitrans intends to award one construction contract for the maintenance facility (individually, “Construction Contractor” and collectively, “Construction Contractors”). The CMC will

support both as a single Project. The intent is to bring on the CMC to assist with constructability and bid-ability review and to allow the CMC team to be familiar with the project and organizationally prepared for the start of construction. The CMC will provide oversight of early utility relocation if necessary.

1.8 Reporting Structure and Other Project Consultants

The CMC will report to and receive direction from SBCTA through the PMC Project Manager in accordance with the Project Management Plan, which is attached hereto as Exhibit A and incorporated by reference herein. The PMC Project Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The PMC Project Manager will be the main contact and primary source of information between the CMC and SBCTA and other consultants working on the Project, and Project stakeholders.

WSP USA is the Project Management Consultant (PMC) for the Project. The PMC provides project management, oversight, expertise and technical support to ensure that the Project advances through the project development, engineering, and construction phases and is ready for revenue service operations. The PMC will serve as integrated staff resources to SBCTA to support the management and oversight of project development, engineering, construction management, and construction contractors to be procured by SBCTA through separate procurements.

The Design Consultant (DC) is Parsons Transportation Group (Parsons). In addition to providing engineering and design, Parsons will be providing design support services. Parsons reports to the PMC who is responsible for management and coordination of all engineering activities including oversight of the DC. Parsons is responsible for advancing the Project engineering design activities beyond the conceptual design/preliminary engineering that was performed during the environmental phase. Parsons will develop the Plans, Specifications, and Estimates (PS&E) to 100-percent package and support the bid and contract award phase.

The public awareness campaign for the WVC BRT Project, which focuses on providing design, right of way, and construction-related information to minimize impacts to residents, businesses and other stakeholders, will be led by SBCTA's Legislative and Public Affairs department, through an on-call consultant.

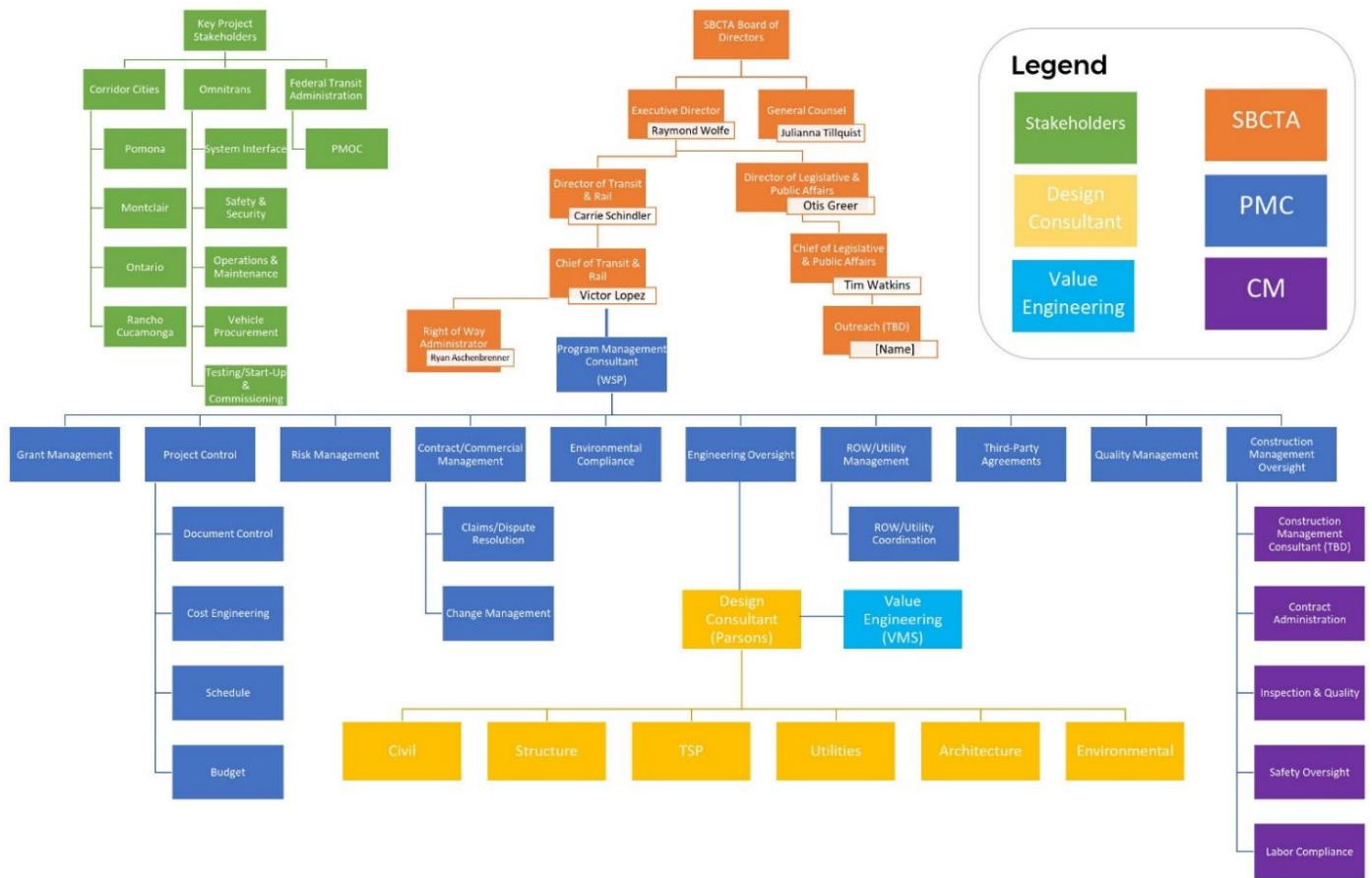


Figure 1 - Project Organizational Chart

2.0 STAFFING REQUIREMENTS

2.1 General

The CMC is expected to provide the necessary personnel to administer the construction support services and to assign qualified field personnel to perform the requested services. The scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the CMC.

2.2 Project Manager

The CMC will provide a full-time Project Manager to coordinate CMC operations with SBCTA. The Project Manager shall be responsible for all matters related to CMC personnel and operations. The Project Manager will also serve as the Resident Engineer. The Resident Engineer will be responsible for all construction management and construction activity within the Project. The Project Manager must be licensed as a Professional Engineer in the State of California at the time of proposal submittal and through the duration of the CMC Contract.

2.3 *Staffing Plan*

2.3.1 **Proposal Requirements**

The Proposal shall include a staffing plan, organization chart and resource-loaded schedule, all of which will be incorporated by reference into the CMC Contract. These submittals will demonstrate the firm's ability to appropriately staff and manage the Project.

2.3.2 **Quality and Quantity of Staffing**

SBCTA and CMC will jointly determine the quality and quantity of services that are required by CMC personnel. The number of CMC personnel assigned to the Project will vary throughout the duration of the contract. CMC personnel will be assigned, in varying levels of responsibility, as needed by the CMC to meet the Project schedule, Project requirements, and construction activities.

The staffing plan will include, in addition to the Project Manager, Construction Management Quality Assurance Representative, and all other engineers and inspection personnel who will be assigned to direct and coordinate all Project-specific field activities and responsibilities as needed for CMC's satisfactory performance on the Project.

2.3.3 **Resumes and SBCTA Approvals**

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

2.4 *Key Personnel*

The Project Manager and Construction Management Quality Assurance Representative will be Key Personnel. In addition, Key Personnel may be identified by SBCTA and the CMC. Key Personnel shall not be transferred from the Project unless approved in writing by SBCTA. SBCTA shall have the authority to penalize CMC up to \$25,000 for removal of key CMC staff from the Project without prior SBCTA approval. If CMC personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project.

2.5 *Availability and Work Hours*

The typical workday includes all hours worked by SBCTA's Construction Contractor including nights and weekends. The Construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CMC's personnel. On days when work is not performed by the Construction Contractor, such as rainy or unsuitable weather days, CMC services will not be provided unless authorized by the SBCTA Project Manager. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CMC personnel work hours dependent on the schedule and requirements of the Construction Contractor.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA. All overtime pre-planned by CMC personnel shall be approved and authorized by SBCTA prior to each occurrence. If extraordinary circumstances require CMC over- time, the time along with an explanation shall be submitted to SBCTA within five (5) working days of the incident.

3.0 PERFORMANCE STANDARDS

3.1 Legal Compliance

All services required herein shall be performed in accordance with Federal Transit Administration (FTA), and where applicable, California Department of Transportation (Caltrans) guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

3.2 CMC Personnel

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

Construction team member's conduct shall be professional, ethical, and business-like during all contact between Agency representatives, the Contractor, the public, and any other parties involved with the project. The Resident Engineer (RE) shall handle normal contact and day-to-day flow of correspondence with the Contractor. Construction Management field staff (i.e., RE, office engineers, and inspectors) shall control all project records at the field office in accordance with the WVC Construction Management Plan (to be developed) procedures.

4.0 DUTIES AND RESPONSIBILITIES

4.1 Primary Construction Management Assignments

The CMC is responsible for oversight and management of the construction for the Project. The construction management team's primary assignments are as follows, and as more fully described in this Scope of Work:

1. Verify the scope of work is constructed in accordance with the contract documents
2. Oversee the work to ensure it is performed in a safe and productive manner
3. Verify design changes and responses to submittals and Requests for Information (RFI) are submitted to the contractor in a timely manner
4. Confirm the claims avoidance and mitigation techniques are implemented. The Contract is administered in a fair and equitable manner and contractual actions are accurately documented.
5. Always safeguard the best interests of SBCTA Coordinate all safety related matters between the safety program and the contractors

6. Verify constructed facilities and systems meet applicable inspection and test requirements of the quality program
7. Confirm construction contractors effectively implement SBCTA approved QC Programs

4.2 Project Phases

Construction Management activities will be performed in three project phases as generally outlined below and throughout this Scope of Work. This generalized scope of work does not list all of the CMC responsibilities. CMC shall provide complete and comprehensive construction management services for each phase of work, for each construction contract issued by SBCTA to complete the Project.

4.2.1 Pre-Construction Services

The duties will include:

1. Constructability review of PS&E and Special Provisions
2. Bid-ability review
3. Pre-Bid and Contract award support
4. Participating in and providing input for PMOC meetings and correspondence

4.2.2 Construction Services

The duties will include:

1. Administration of construction contracts
2. Coordinate communications between the contractor and all other project participants
3. Coordinate and support public outreach
4. Coordination with the PMC engineering manager for design support by the DC
5. Resident Engineering services
6. Field inspection
7. Office engineering to process, collect, and maintain project communications and records
8. Quality assurance inspections and management of independent quality assurance testing
9. Quality assurance surveying (i.e. verification, control point, and benchmark survey)
10. Liaison with affected stakeholders including government agencies and utilities
11. Analysis and approval of contractor construction schedules and progress payments

12. Review and negotiation of contract changes, disputes, maintenance of project record files and documentation
13. Perform environmental compliance management/mitigation
14. Labor compliance oversight and assist with enforcement
15. Systems inspection, testing, commissioning, start-up support services
16. Monitor construction work in accordance with third party agreements and utility relocation agreements
17. Completion of aerial photos of the construction site quarterly

4.2.3 Post-Construction Services

The duties will include:

1. Tabulate contract work that is either incomplete or requires remedial action for final acceptance
2. Collect and organize records of material testing, inspection and certifications
3. Assist with resolution of change orders
4. Establish dates of substantial completion and final completion
5. Participate in assessing liquidated damages, back charges or similar adjustment to the final contract value
6. Review and approve final progress payment with required documentation
7. Enforce manufacturer warranties
8. Ensure as-built drawings are created and properly stored

5.0 PRE-CONSTRUCTION SERVICES

During the Pre-Construction phase, the CMC will complete the following tasks:

1. Create a complete Construction Management (CM) Plan and Procedures Manual modeled after similar bus rapid transit projects. At a minimum, it should address the control and management of construction- related documents including: Requests for Information; Change Orders; Contractor Submittals; Construction Photos; Operations and Maintenance Manuals; As-built drawings and Project Record Documents. This document shall follow and implement appropriate guidelines in the latest FTA “Project and Construction Management Guidelines.”
2. Perform constructability analysis of the construction documents. Parsons will support this analysis and coordinate with the CMC on appropriate plan, specification and bid item revisions.

3. Participate in risk management sessions to identify and mitigate against construction risk and hazards.
4. Per the specifications, create a project construction schedule detailing phasing and tasks and sub-tasks for each phase. Include all work items from Construction Contractor, SBCTA, third parties and CMC work items.
5. Assist SBCTA, Parsons, and WSP in responding to bid addenda, and bid analysis, pre-qualification of contractors, and recommend award of the construction contracts to the Board.
6. Prior to construction and during the constructability reviews, coordinate with Parsons in conducting an existing conditions surveys identifying potential adverse impacts to schedule and costs and report theses to SBCTA.
7. Assist SBCTA with coordination of the pre-bid meeting. Assist in responses to contractor's questions during the bid period.
8. Attend pre-construction meetings as requested.
9. Document existing conditions through digital still photography and submit all photos in digital format to SBCTA prior to start of construction.
10. Perform site reconnaissance and review contract document provisions for site access, staging, parking, utilities, etc. and make recommendations for items to be included in the construction contract documents.
11. Review utility relocation requirements and provide recommendations for structuring the relocation scope of work that will be included in the construction contract documents.
12. Monitor all Construction Environmental Control Plan requirements (address all NEPA/CEQA mitigation and permit requirements as listed in the specifications) with Parsons.
13. Prior to construction, assist Parsons with environmental surveys (prior to start of construction).
14. Prepare a CM Quality Assurance/Quality Control (QA/QC) Plan, including review and audits of construction contractor QA/QC plan. The CMC's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines" and shall be consistent with SBCTA's Program Management Plan (PMP) and Quality Assurance Program.
15. Review contract requirements for Contractor Safety Plan used to govern job-site safety during the construction process.
16. Review project specific testing requirements to be included in the construction contract documents. These will be utilized to ensure that all job materials and construction activities are being reviewed and tested.
17. Review contract specific and overall project start-up and test procedures that will be included in the construction contract documents. These procedures shall comply with all state and

federal agency requirements necessary to make the completed project ready for revenue service.

18. Review systems verification, testing and start-up plan.
19. Review hazardous material identification, notification and remediation policy referenced in the construction contract documents and used to facilitate prompt and legal disposal of job-site hazardous materials during the construction process.
20. Review the draft Storm Water Pollution Prevention Plan (SWPPP), in accordance with the State Water Resource Control Board requirements.
21. Verify that all required permits, easements, utility relocation agreements, cooperative agreements, and memorandums of understanding (MOU's) are complete and the associated requirements are incorporated into the construction plans and special provisions.
22. Review PMP to assist in understanding federal requirements for construction management procedures and reporting.

6.0 CONSTRUCTION SERVICES

6.1 Document Control

CMC will adhere to SBCTA document control procedures and maintain hard copies of records. All documents are to be scanned and saved electronically in the field with weekly backups maintained off site.

6.2 Submittals, Nonconformance Reports (NCR) and Requests for Information (RFI)

CMC will review Construction Contractor submittals for quality and completeness, as well as process and track the submittals according to the Construction Contract. Parsons has a supporting role in responding to RFIs and reviewing non-conformance reports and also in reviewing Construction Contractor submittals and shop drawings for adherence to design and specifications. CMC will coordinate and transmit RFIs and submittals to the Parsons as directed by SBCTA. CMC will facilitate timely review of the following submittals by the Construction Contractor.

1. Progress Payments: Review/approve/reject contractor's monthly progress payment requests. Measure and track quantities installed for all unit rate items and maintain Schedule of Values progress payment in FTA format.
2. Monitor permits, submittals, shop drawings, material procurement, RFIs, bulletins, change requests, change orders, schedules, and recovery plans, coordination with agencies, jurisdictions, utilities, and Engineer of Record.
3. Changes/Claims: Recommend and implement change orders and claim avoidance practices. Analyze, negotiate, facilitate settlement of claims, and process change orders in a timely manner in accordance with the approved PMP procedures. Parsons will revise design documents as required.
4. Track/analyze/report on contractor/subcontractor lien releases.
5. Contractor Insurance: Track policies and renewals including subcontractors.

6. Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring: Support SBCTA by obtaining certified payrolls; ensure that DBEs and UDBEs are performing designated work. Obtain contractor's DBE compliance reports. Track and document contractor compliance with prevailing wages and Equal Employment Opportunity (EEO) including performing field interviews of contractor personnel.

6.3 Additional Compliance Tracking

1. Construction Safety and Security: Review contractor's site-specific Safety and Security Plans. Monitor, document, and prepare accident reports. Observe and document in an incident log contractor's compliance with the project safety plan.
2. Storm Water Pollution Prevention (SWPPP): Track compliance with the project SWPPP (and/or Water Quality Control Plan (WQCP)). Perform site inspections to ensure Best Management Practices (BMPs) have been implemented as outlined in the SWPPP/WPQP and that they are properly installed and performing correctly. Perform weekly or daily inspections during the rainy season. Perform run-on/run-off sampling and testing if required by the SWPPP/WQCP.
3. SBCTA has negotiated third party agreements with the corridor cities and will be negotiating agreements with private and district utility companies. The CMC will receive and maintain current copies of such agreements and monitor the construction work for conformance with the terms, conditions, and covenants in these agreements.
4. CMC shall monitor for Contractor's compliance with the labor standards provisions of the Projects and the related wage determination decisions of the Secretary of Labor.
5. CMC personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions. CMC will coordinate traffic handling with local agencies.

6.4 Geotechnical Services

Provide construction related geotechnical services necessary to monitor compliance with contract requirements.

6.5 Systems Inspection, Testing Commissioning and Start Up

Perform factory visits, complete manufacturers quality audits, test reports, safety certifications, and verify as-built drawings and calculations. The CMC shall also coordinate with SBCTA and Omnitrans in implementing both construction phase and start-up phase testing as necessary. The CMC shall submit timely reports on problems, progress, and completion of the start-up testing shall be submitted to SBCTA. The CMC shall also provide technical assistance to SBCTA and coordinate the interface between construction and operations personnel for the start of revenue service.

6.6 Survey Support (QA/QC) Services

Monitor construction contractor compliance with surveying requirements; verify layout and controls, perform independent survey checks of line and grade, spot check contractor reference points and verify location and preservation of the critical baseline survey points prior to and after construction (SBCTA provides construction control surveys). The CMC shall include a California licensed surveyor on the

CMC team to provide these services and additional one baseline surveys in the event that the Construction Contractor's survey cannot be relied upon. CMC will provide one set of construction staking for all aspects of the construction. Additional staking will be at the contractor's expense. CMC shall review and provide Quality Assurance and Quality Control of the Contractor's construction surveys for the Project.

6.7 *Communication*

CMC is responsible for interfacing, coordination, and communication of all activities during construction, and to keep SBCTA well informed at all times. This effort of interfacing, coordination, and communication includes but is not limited to: utility companies; community relations (SBCTA and CMC); labor organizations; cities and the County; Omnitrans; Engineer of Record; architects, artist and other agencies; CMCs; and other entities associated with the Project.

6.8 *Design Consultant Coordination*

Coordinate with Parsons to facilitate prompt resolution to design and construction related issues.

6.9 *Utility Coordination*

Assist Construction Contractor and coordinate Project utility requirements with Parsons and WSP. Assist SBCTA with coordination of utility owners for required utility relocation work. Provide knowledgeable utility field inspectors to oversee utility design, and integration of required changes to resolve utility conflicts. These inspectors will be required to coordinate interface milestones, work windows, and monitor the overall efforts of Construction Contractors.

6.10 *Maintenance of Traffic and Access to Private Property*

CMC will review Construction Contractor's Traffic Plans (Detours and Lane Closures), assist with resolution of issues, and assist with coordination of the traffic plans with the roadway agencies (City of San Bernardino, City of Pomona, City of Montclair, City of Ontario, and City of Rancho Cucamonga) and adjacent property owners.

6.11 *Weekly Progress Reports*

Prepare weekly progress reports to include daily dairies, project/contract status, deficiency logs, field change notices, new and outstanding issues, actions to be taken, schedule update, calendar days spent and remaining, claims evaluation, and status of all logs including submittals, RFIs, contract change order documents, drawing registers/control logs, etc.

6.12 *Monthly Progress Summary Reports*

CMC will prepare Monthly Progress Summary Reports indicating CMC and Contractor's contract status, job site conditions, specific conditions encountered, corrective measure taken, progress and record photos, manpower reports, construction schedule update (including narrative), current project cost, and projection of cost including potential change orders, issues and resolutions, itemize all to-date project costs and forecast project costs by totaling base contract payments. It should also include any critical issues requiring action by discussing and prioritizing issues and setting action responsibilities identifying any significant problems with the budget or staffing. Reports will be submitted to the SBCTA.

6.13 *Aerial Photos*

CMC will prepare aerial photos of the Project site on a quarterly basis. A report will be submitted to the SBCTA.

6.14 Significant Problems

CMC shall immediately notify SBCTA of any significant construction problem that may impact cost, schedules, relations with other entities, or accidents. This notification shall, as soon as practicable, include written recommendations on options to resolve the problem.

6.15 Conferences and Meetings

The CMC will conduct weekly progress, pre-work, weekly safety, and third-party coordination meetings. Conduct and produce meeting minutes and action item lists for weekly contractor progress review meetings for submittal to SBCTA. Provide agendas to include the weekly progress report elements.

6.16 Partnering Program

Prepare, coordinate, facilitate and participate in Partnering Program and conferences at the onset of construction and throughout the duration of construction activities with SBCTA, Parsons, all Construction Contractors, and other key Project stakeholders. This Program shall promote teamwork and open lines of communication to facilitate the successful completion of the Project.

6.17 Public Affairs

CMC will assist SBCTA in providing community meetings to educate the public on the impact of construction work in their local area. Provide support for preparing presentations to cities, agencies, municipalities, SBCTA Board, the public and others as directed. Prepare all agendas, record meeting minutes, and distribute copies to attendees and interested parties.

6.18 Tailgate Briefings – Construction Schedule

CMC will coordinate and monitor the need for tailgate briefings based on the construction schedule. The CMC will schedule the briefings between the Contractor and the Parsons. Additionally, the CMC will notify SBCTA of the need for a briefing and include SBCTA in the briefing.

6.19 Schedule Control

1. Review and monitor contractor's schedule for accuracy, compliance, completed work, and forecast reasonableness.
2. Expand and maintain the Primavera CPM Master Project planning and construction overview schedule to include individual construction contracts with milestones and start-up activities.
3. Review and approve baseline construction schedules, monthly schedule updates, and 3-week look-ahead schedules submitted by contractors for compliance with the construction contract specifications.
4. Provide assistance to develop work-around schedules or recommend other measures required to mitigate delays or expedite the schedule.
5. Review and approve delay analyses submitted by contractors for change order work.
6. Prepare monthly report summarizing contractor progress, critical path analysis, and contractual milestone comparisons of baseline versus current schedule, and resource and cash flow projections.

6.20 Cost Control and Estimating

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

6.21 Inspection Control

1. Provide on-site daily inspections and thorough documentation to check the quality and quantity of the work performed by all trades and guard SBCTA against defects and deficiencies in the work of the contractors. Inspect workmanship, quality, construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the requirements of the construction documents and recommend necessary remedial action to SBCTA and the Contractor.
2. Prepare daily field reports detailing weather conditions, status of work, and the location and type of work performed by the Contractor. For each daily work activity, document the number and classification of craft labor, supervision, equipment and materials used.
3. Any construction work not properly inspected and tested shall be grounds for removal of the CMC or specified personnel.
4. Routine responsibilities associated with providing inspection during construction include, but are not limited to, the following:
 - a. Provide daily inspection and documentation of job-related activities.

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

6.22 *Material Sampling and Testing*

- 1.** CMC will provide QC, obtain laboratory testing services, and provide independent verification of contractor compliance with specifications.
- 2.** The CMC shall maintain primary responsibility for verification testing for contract compliance of materials sampling and testing. The Construction Contractors have the primary responsibility for materials sampling and testing. The CMC shall satisfy themselves that the Construction Contractor's test, frequency of test, re-tests, and results comply with contract specifications. All materials sampling and testing documentation shall be reviewed by the CMC. A copy of all tests shall be maintained in the Project file.
- 3.** CMC shall provide verification tests as deemed necessary. The Testing Laboratory personnel shall be qualified and certified as applicable with field testing capabilities for soil, concrete, asphalt, welding, and materials testing to complement the CMC's field inspection staff. The scope of testing shall include, but not be limited to on-site inspections and sampling, laboratory materials testing, and off-site source testing and inspection as needed. All test results shall be timely and accurate, so that the contractors work is not impacted.

4. The following represents the minimum anticipated Field Materials Sampling and Testing Requirements:
 - a. Soil – Compaction/Density/Moisture/Resistivity
 - b. Concrete – Materials/Cylinders/Slump/Air Entrainment
 - c. Asphalt Concrete – Yield
 - d. Masonry – Grout/Mortar Test/Reinforcing Steel
 - e. Coring – Asphalt/Concrete

6.23 *Quality Assurance/ Quality Control (QA/QC)*

1. The CMC will submit to SBCTA for approval a QA/QC Plan within 45 calendar days after NTP. The CMC's QA/QC Plan shall identify the individual(s) responsible for QA/QC activities for this contract. The representative shall be responsible for monitoring all construction quality activities for the project and have the authority to act in all issues relating to quality. The representative shall be fully qualified by certification and/or experience and technical training to perform the necessary quality review and monitoring activities and fully implement the QA/QC Plan. The CMC's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines" and shall be consistent with SBCTA's Program Management Plan (PMP) and Quality Assurance Program.
2. Review and accept Construction Contractors' QA/QC plan. Audit the contractor's compliance with the accepted QA/QC Plan.
3. The QA section of the CMC's program will identify all planned and systematic actions necessary to ensure that the scope of work requirements are met to ensure quality throughout all phases of construction. The QA Plan shall identify actions ensuring that equipment and staffing are capable of performing tasks related to the Contract and documenting the quality efforts.
4. The QC section of the CMC's program shall identify the operational techniques and activities, inspections, tests, documentation and other processes that will be used to fulfill requirements specified in the QA section. Provide Resident Engineers, QC inspection, and materials compliance with QA/QC plan and specifications.

6.24 *Project Liaison and Coordination*

The CMC will support SBCTA staff in coordinating program activities and maintaining good working relationships with the following:

- The general public
- FTA
- Omnitrans
- Caltrans
- Other state agencies
- Cities along the Project route
- Utility companies
- Private companies and entities that might be affected by Project construction or implementation

6.25 *Environmental Mitigation Compliance Inspection and Reporting*

1. Follow construction environmental control plan requirements, ensure contractor compliance with environmental permits such as discharge permits and erosion and sedimentation control requirements, mitigations, monitoring and sound management practices. Provide other environmental compliance services requested by SBCTA
2. CMC shall also conduct tailgate briefings on select environmental topics, if necessary, prior to construction in sensitive areas or in response to ongoing compliance issues. These tailgate briefings should generally be held in coordination with construction tailgate briefings and should simply serve as reminders of key environmental concerns or requirements

6.26 *Prevailing Wage Monitoring*

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

7.0 POST-CONSTRUCTION SERVICES

7.1 *Contract Closeout*

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

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

7.2 Warranties

CMC will monitor and track warranties.

8.0 DELIVERABLES

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

notebook containing all test results and reports will be maintained by CMC throughout the duration of the Project and delivered to SBCTA with the Project files.

9.0 EQUIPMENT AND MATERIALS

9.1 *Provided by CMC*

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

9.2 *Provided by SBCTA*

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

10.0 LIMITATIONS TO AUTHORITY

10.1 *No Authority*

CMC does not have the authority to take any of the following actions.

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

10.2 *Third-Party Relationships*

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

During the course of the Project, CMC may find occasion to meet with Stakeholders, City or County representatives, the design engineer, Project CMCs, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with, and has considerable confidence in, the capabilities of these other parties, CMC shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or CMCs related to the Project shall be directed only to SBCTA. Distribution of Project-related communication and information shall be at the sole discretion of SBCTA representatives.

11.0 CONSTRUCTION SAFETY

Safety and security are to be priorities in conducting all work on the WVC BRT Project to ensure the safety and security of employees, the public and emergency responders during the design, construction, and operation of the project. A Safety & Security Management Plan [SSMP] and a Safety and Security Certification Plan [SSCP] (currently in development) will form a framework for the integration of safety and security throughout each phase of the Project lifecycle.

11.1 Safety and Security Management Plan

The CMC will administer the SSMP in accordance with the FTA requirements of Guidance Circular 5800.1. It documents the policies and procedures that will be implemented to ensure all facility and systems design, construction, testing, training, certification, and documentation associated with the project is completed, that all “work around” procedures are in place if any, and all required certifications have been properly authenticated prior to the commencement of revenue service. Furthermore, the SSMP describes the process through which safety and security activities are integrated into the overall project management process; it documents the project’s planned approach:

- To identify all safety and security tasks that will be performed throughout the project;
- To designate project personnel with responsibility for safety and security;
- To assign personnel and resources for their performance;
- To develop policies and procedures for management review and evaluation of safety and security activities.

The CMC may participate in the Safety and Security Review Committee and a Fire/Life Safety and Security Committee will be established and continue to meet on a regular schedule. These and other committees will govern safety and security activities as required by the SSMP.

11.2 Safety and Security Certification Plan

The CMC will assist in administering the SSCP in accordance with guidelines set forth in the FTA Handbook for Transit Safety and Security Certification. The SSCP documents the processes and procedures that will guide Safety and Security Certification of the project prior to the initiation of revenue service. A thorough certification process will verify that the project is designed, constructed, and tested in accordance with industry standards of safety and security.

Safety and Security Certification is the process to confirm that the WVC system operation is deemed safe for patrons, employees, emergency service personnel, and the general public. The certification process functions as the assurance and validation portion of the SSMP and serves to verify satisfactory compliance with a set of formal safety and security requirements.

The certification process, described in detail in the SSCP, includes the following steps:

- Design criteria verification
- Construction conformance verification
- Testing and inspection verification
- Hazard and vulnerability resolution verification
- Operational readiness verification
- Development of Final Safety and Security Certification Verification Report

11.3 Safety and Security Risk Evaluation

CMC will assist in the safety and security risk evaluation will be performed to identify potential safety and security issues with the proposed system and eliminate or minimize the risks associated with those issues through design or procedural mitigations or controls. Safety manages unintentional harm and security deals with intentional harm. Both safety and security risk assessment, described below, include project staff and first responders to capture and minimize hazards and vulnerabilities.

11.3.1 Threat and Vulnerability Assessment

The CMC may participate in the Threat and Vulnerability Assessment is developed to identify potential security threats and vulnerabilities related to various elements of the WVC. This document has been identified as Sensitive Security Information to meet the requirements for 49 CFR Parts 15 and 1520. The main goal is to establish satisfactory provisions for the deterrence, detection, and response to intentional harmful acts in the planning, design, and operation of the system.

11.3.2 Preliminary Hazard Analysis

The CMC may participate in the identification, assessment, and resolution of potential safety hazards are an important means of assuring the highest practical level of safety in any system. This provides the basis for the WVC BRT Project Preliminary Hazard Assessment (PHA). The PHA is part of the hazard management process defined in the SSMP to identify, analyze, and resolve potential hazards related to various elements of the transit system, such as personnel, passengers, system visitors, contractors, facilities, and equipment.

11.4 Site Safety

In addition to the requirements specified elsewhere in this Contract, the following also will apply.

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

12.0 EXHIBITS

The following exhibits are attached to this Scope of Work and incorporated by reference.

Exhibit A – Project Management Plan (latest version)

Minute Action

AGENDA ITEM: 5

Date: June 10, 2021

Subject:

Redlands Passenger Rail Project– Contingency Increase to Construction Contract No. 19-1002070 and Amendment No. 3 to Construction Management Consultant Contract No. 18-1001834

Recommendation:

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

A. Allocate an additional \$6,215,541.70 in State Transit Assistance funds to the Redlands Passenger Rail Project (RPRP) to fund a retrofit of the RPRP Rail Storage and Maintenance Facility (RSMF) needed to remedy non-compliant clearances.

B. Approve an increase in the amount of contingency authorized for Contract No. 19-1002070 with Granite Construction Company for the RPRP RSMF by \$5,500,000, increasing it from \$2,863,400 to \$8,363,400, and authorize the Executive Director, or their designee, upon receipt of valid certificates of insurance, to release contingency as necessary for the completion of the project.

C. Approve Amendment No. 3 to Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for Construction Management Consultant Services for the RPRP RSMF, increasing the contract amount by \$715,541.70, for a new lump sum amount not-to-exceed \$2,616,409.02.

D. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$6,215,541.70 in State Transit Assistance funds.

Background:

On June 5, 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Construction Contract No. 19-1002070, based on the competitive low bid process, for the Redlands Passenger Rail Project (RPRP) Rail Storage & Maintenance Facility (RSMF), to Granite Construction Company, for a fixed lump sum of \$20,855,000. The maintenance facility is a sub-component of the RPRP, a 9-mile reconstructing of the existing Redlands Subdivision, which will provide for commuter rail service between the cities of San Bernardino and Redlands. The maintenance facility project entailed repurposing the existing Inland Empire Maintenance Facility located at 958 West 3rd Street in the City of San Bernardino, east of the San Bernardino Santa Fe Depot and west of Interstate 215 on property owned by SBCTA. The maintenance facility is 95% complete, and includes a pre-engineered metal building, two maintenance bays, a maintenance pit, staff and crew office space, a lunchroom, a machine shop area, and a material storage area. The facility will accommodate a fleet of six (6) two-car multiple units, starting with three (3) diesel multiple units (DMU), and eventually a zero-emission multiple unit (ZEMU).

On April 15, 2021, the California Public Utility Commissions (CPUC) inspected the maintenance facility and identified that the width of the rail vehicle entry doors were not in compliance with CPUC General Order 26D (GO-26D) which requires a minimum 30-inch

Entity: San Bernardino County Transportation Authority

clearance between a heavy rail vehicle and an object such as a door, wall, curb, etc. WSP USA, the designer of record, developed a retrofit design concept to modify the opening to allow for compliance with GO-26D. The concept includes modifying the building to have one large opening instead of three openings and includes removal and modifications of affected structural elements, doors, and appurtenances. The design concept requires coordination with the maintenance facility construction contractor, Granite Construction, and their sub-contractor Butler who designed the pre-engineered metal building. This process is estimated to take 1 to 2 months, and the team is working to have the retrofit complete by mid-October which is when the DMUs are scheduled to arrive. In addition, upon discovery of the non-compliant clearance issue, staff directed the RPRP Program Management Consultant and the Designer of Record, to conduct a thorough review of the completed facility to identify any other clearance issues. Upon review of the facility, it was determined that one of the elevated walkways that allows for maintenance of the vehicle from the roof is in direct conflict with the vehicle envelope and requires retrofit.

Staff is seeking approval to increase the amount of contingency authorized for Contract No. 19-1002070 with Granite Construction Company, for the RPRP RSMF by \$5,500,000 so once the retrofit design is complete, there are sufficient funds to proceed immediately with the contract change order work to minimize additional delay costs. Waiting to request a contingency increase until after the retrofit design is complete would allow for a more accurate cost estimate, but increases the financial risk to the project overall should there be a time delay between knowing the more accurate cost and having an approved allocation for the required funding to support the upcoming contract change order. Should additional funds be required once the final retrofit design is complete, staff will return to the Board for additional funding. Should there be any residual funds remaining after the retrofit work, those funds will be returned for future programming.

In addition, staff is requesting an amendment to the Construction Management Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc. to increase the fee by \$715,541.70 to support the retrofit effort.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

Contract Summary Sheet

5.b

General Contract Information

Contract No: 18-1001834 Amendment No.: 3Contract Class: Payable Department: TransitVendor No.: 03386 Vendor Name: Lockwood, Andrews & Newnam, Inc.Description: Redlands Passenger Rail Project - Rail Storage Maintenance Facility - CMC Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	975,902.72	Original Contingency		\$	48,795.14
Prior Amendments		\$	924,964.60	Prior Amendments		\$	(48,795.14)
Current Amendment		\$	715,541.70	Current Amendment		\$	-
Total/Revised Contract Value		\$	2,616,409.02	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	2,616,409.02

Contract Authorization

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

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ Board Approved Budget Adjustment _____

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

Accounts Payable

Estimated Start Date: 5/10/2018 Expiration Date: 12/31/2021 Revised Expiration Date: _____NHS: N/A OMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: _____ Total Contingency: _____

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	2,616,409.02	\$	-
GL	4150	30	0315	0324	52001	41100000	MSI Rail		1,900,867.32		-
GL	1050	30	0315	0324	52010	42218001	STA		715,541.70		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-

Victor Lopez

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

- A contingency release of \$24,694.60 was issued in 2019 to extend pre-construction services, to allow for a 2nd IFB.
- Amendment No. 1 was executed in 2019 to extend the term to 12/31/2020, and did not include a fee increase.
- Amendment No. 2 was for \$900K (\$876,169.46 of additional funds and \$23,830.54 from previously authorized contingency funds) and extended the term to 12/31/2021.
- This Amendment No. 3 is for \$715,541.70 of additional funds.

Attachment: LAN Contract Summary Sheet (2021-05-24) [Revision 4] (7735 : RPRP Contingency Increase Contract No. 19-1002070 and

AMENDMENT NO. 3 TO CONTRACT NO. 18-1001834

FOR

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES FOR THE REDLANDS PASSENGER RAIL PROJECT RAIL MAINTENANCE FACILITY

(LOCKWOOD, ANDREWS & NEWNAM, INC.)

This AMENDMENT No. 3 to Contract No. 18-1001834 is made by and between Lockwood, Andrews & Newnam, Inc. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). CONSULTANT and SBCTA are each a "Party" and are collectively "Parties".

RECITALS

- A. SBCTA, under Contract No. 18-1001834, has engaged the services of CONSULTANT to provide construction management consultant services for Redlands Passenger Rail Project Rail Maintenance Facility ("Contract"); and
- B. On May 9, 2018, SBCTA and CONSULTANT entered into Agreement 18-1001834 with a period of performance ending December 31, 2019; and
- C. On August 20, 2019, Project Contingency in the amount of \$24,964.60 was authorized to allow CONSULTANT two additional months of pre-construction services; and
- D. On December 12, 2019, SBCTA and CONSULTANT executed Amendment No. 1 to extend the period of performance through December 31, 2020; and
- E. On October 13, 2020, SBCTA and CONSULTANT executed Amendment No. 2 to extend the period of performance through December 31, 2021, and increased the not-to-exceed amount by \$900,000.00; and
- F. SBCTA and CONSULTANT desire to amend the aforesaid contract to increase the contract amount by \$715,541.70.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and SBCTA agree as follows:

1. Add Articles 3.10 through 3.12 "COMPENSATION" to read as follows:

- 3.10 In addition to the Lump Sum compensation stated in Article 3.8, for extending CMC services, additional compensation is available to the CONSULTANT per the terms of Articles 3.11 and 3.12.
- 3.11 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 Lump Sum basis for all obligations incurred in CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, and

supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed the amount set forth in section 3.12 below

- 3.12 The total Contract Not-To-Exceed Amount, as proposed in Exhibit "C" to this AMENDMENT No. 3, is Seven Hundred Fifteen Thousand Five Hundred Forty-One Dollars and Seventy Cents (\$715,541.70). All Work provided under this Contract is to be performed as set forth in Contract Exhibit "A" "Scope of Work", and shall be reimbursed pursuant to Exhibit "C" "Fee Schedule" on a monthly lump sum basis. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit "C" or agreed to and approved by SBCTA as required under this Contract.
2. Exhibit "C" is attached to and incorporated into Amendment No. 3 by this reference.
3. Except as amended by this AMENDMENT No. 3, all other provisions of the Contract, as amended, shall remain in full force and effect and are incorporated herein by this reference.
4. This AMENDMENT No. 3 is effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.2 below.

**LOCKWOOD, ANDREWS &
NEWNAM, INC.**

**SAN BERNARDINO COUNTY &
TRANSPORTATION AUTHORITY**

By: _____
Timothy J. Schmidt
Senior Associate

By: _____
Frank J. Navarro
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

EXHIBIT C FEE
SCHEDULE ICE
Construction Management Services for the
Redlands Passenger Rail Maintenance Facility
San Bernardino County Transportation Authority

Project Schedule																			
Task/Role	Staff	May	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec									
Increase CM Services (Pre-Commissioning)											TOTAL HOURS	Hourly Rate	OH	Rate +OH	Fee	Billable Rate	TOTAL COST		
Increase CM Services (Commissioning /Close-Out)																			
Extended Construction (Post-Commissioning/Close-Out)																			
Increase & Extend CM Services																			
Construction Management and Inspection																			
Construction Manager		156	156				156	156	156		780	\$ 112.00	185.02%	\$ 319.22	8.0%	\$ 344.76	\$ 268,912.95		
Structural Lead (Sub-Consultant)	40	80	80				80	80	80		440	\$ 71.45	147.00%	\$ 176.48	8.0%	\$ 190.60	\$ 83,865.30		
Office Engineer	69	156	156				156	156	156		849	\$ 51.70	185.02%	\$ 147.36	8.0%	\$ 159.14	\$ 135,113.06		
Office Engineer			80				80	80	80		320	\$ 33.00	185.02%	\$ 94.06	8.0%	\$ 101.58	\$ 32,505.96		
Material Testing											0								
Technician (Sub-Consultant)	TBD						78	78	78		234	\$ 57.22	132.22%	\$ 132.88	8.0%	\$ 143.51	\$ 33,580.49		
Extended Construction Revised SUB-TOTAL		40	236	316	0	0	316	316	316	0	1540						\$ 553,977.76		
Commissioning /Close-Out																			
Early Submittal Reviews		May	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec									
Construction Manager					80	80					160	\$ 112.00	185.02%	\$ 319.22	8.0%	\$ 344.76	\$ 55,161.63		
Lead Inspector/Structural					80	80					160	\$ 71.45	147.00%	\$ 176.48	8.0%	\$ 190.60	\$ 30,496.47		
Office Engineer					156	156					312	\$ 51.70	185.02%	\$ 147.36	8.0%	\$ 159.14	\$ 49,652.86		
Office Engineer					80	80					160	\$ 33.00	185.02%	\$ 94.06	8.0%	\$ 101.58	\$ 16,252.98		
Extended Contract Total		40	236	316	160	160	316	316	316	0	1860						\$ 151,563.94		
Other Direct Costs		Mar	Mar	Apr	May	Jun	Apr	Mar	Apr	Dec			OTHER DIRECT COSTS (ODC'S)				TOTAL COST		
Caltrans Survey (Sub-Consultant)	1												\$ 10,000.00				\$ 10,000.00		
SUB-TOTAL																		\$ 10,000.00	
PRIME CONSULTANT SUB-TOTAL																		\$ 557,599.44	
SUB CONSULTANTS SUB-TOTAL																		\$ 157,942.27	
TOTAL NOT-TO-EXCEED COST TO EXTEND CM SERVICES \$ 715,541.70																			

Minute Action

AGENDA ITEM: 6

Date: June 10, 2021

Subject:

Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation for Project Management/Construction Management Services for Emerging Technology Tunnel to Ontario International Airport

Recommendation:

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

A. Allocate an estimated additional \$2,951,284 in Valley State Transit Assistance-Population Share funds to the Tunnel to Ontario International Airport (ONT) to fund environmental studies outside of the proposed Design, Build, Operate, and Maintain Developer contract, increasing the amount of funds allocated to the Project to \$22,001,284 of Valley State Transit Assistance-Population Share funds and \$950,000 of Rail Assets funds.

B. Find that it is in the best interest of the agency to approve a sole source procurement of HNTB Corporation's services for environmental studies work; approve Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation to provide Project Management/Construction Management Services for Emerging Technology Tunnel to ONT, expanding the scope of work, modifying the insurance provisions and increasing the contract amount by an estimated amount of \$2,682,985, for a new not-to-exceed amount of \$29,623,413; and authorize work under Notice to Proceed 1 for a new not-to-exceed amount of \$11,758,095, to be funded with Valley State Transit Assistance – Population Share funds.

C. Approve an increase to the contingency authorized for Contract No. 21-1002452 in an estimated amount of \$268,299, for a new not-to-exceed amount of \$1,175,810, for work under Notice to Proceed 1, and authorize the Executive Director, or their designee, to release contingency as necessary for the completion of the project.

D. Approve a Fiscal Year 2021/2022 budget amendment to Task 0315, Transit Capital, increasing State Transit Assistance Fund-Rail by an estimated \$2,951,284.

Background:

On January 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 21-1002452 to HNTB Corporation (HNTB) to provide Project Management/Construction Management (PCM) Services for the Emerging Technology Tunnel to Ontario International Airport (ONT) Project (Project). Work under the PCM contract is ongoing and focused on third-party coordination and the Design, Build, Operate, and Maintain (Developer) contract procurement with the shortlisted proposer, The Boring Company. One of SBCTA's primary stakeholders is Federal Transit Administration (FTA) Region 9.

Delivery of the Project is utilizing a non-traditional delivery approach and FTA expressed a desire to see a flowchart and proposed split of environmental-related tasks that would be performed by either the Developer, the PCM, or another consultant. After further consultation with the FTA, staff is recommending that the environmental technical studies be removed from the Developer scope and advanced under a separate contract. This change will increase the cost of the Project, as the Developer contract is proposed to have a maximum public contribution of

Entity: San Bernardino County Transportation Authority

\$45 million for all activities needed to deliver the Project, exclusive of SBCTA and PCM oversight costs. Staff does not anticipate a 1:1 offset in savings. SBCTA could continue with the original plan of having the Developer conduct the technical studies. However, since we anticipate the use of formula FTA funds on the Project, this would introduce risk to the timeline for National Environmental Policy Act (NEPA) approval by the FTA. Since a combined California Environmental Quality Act (CEQA)/NEPA environmental document is also anticipated, it could impact the entire environmental approval process.

Figure 1 is a flowchart that outlines how the various tasks are interdependent. Figure 2 is a draft schedule and proposed split of environmental tasks between the two contracts.

Figure 1 – Flow Chart of Environmental Activities

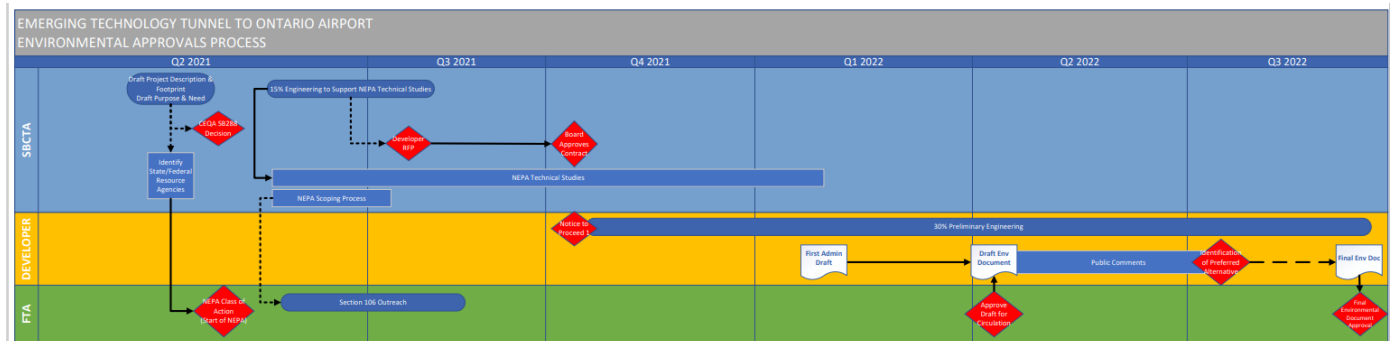
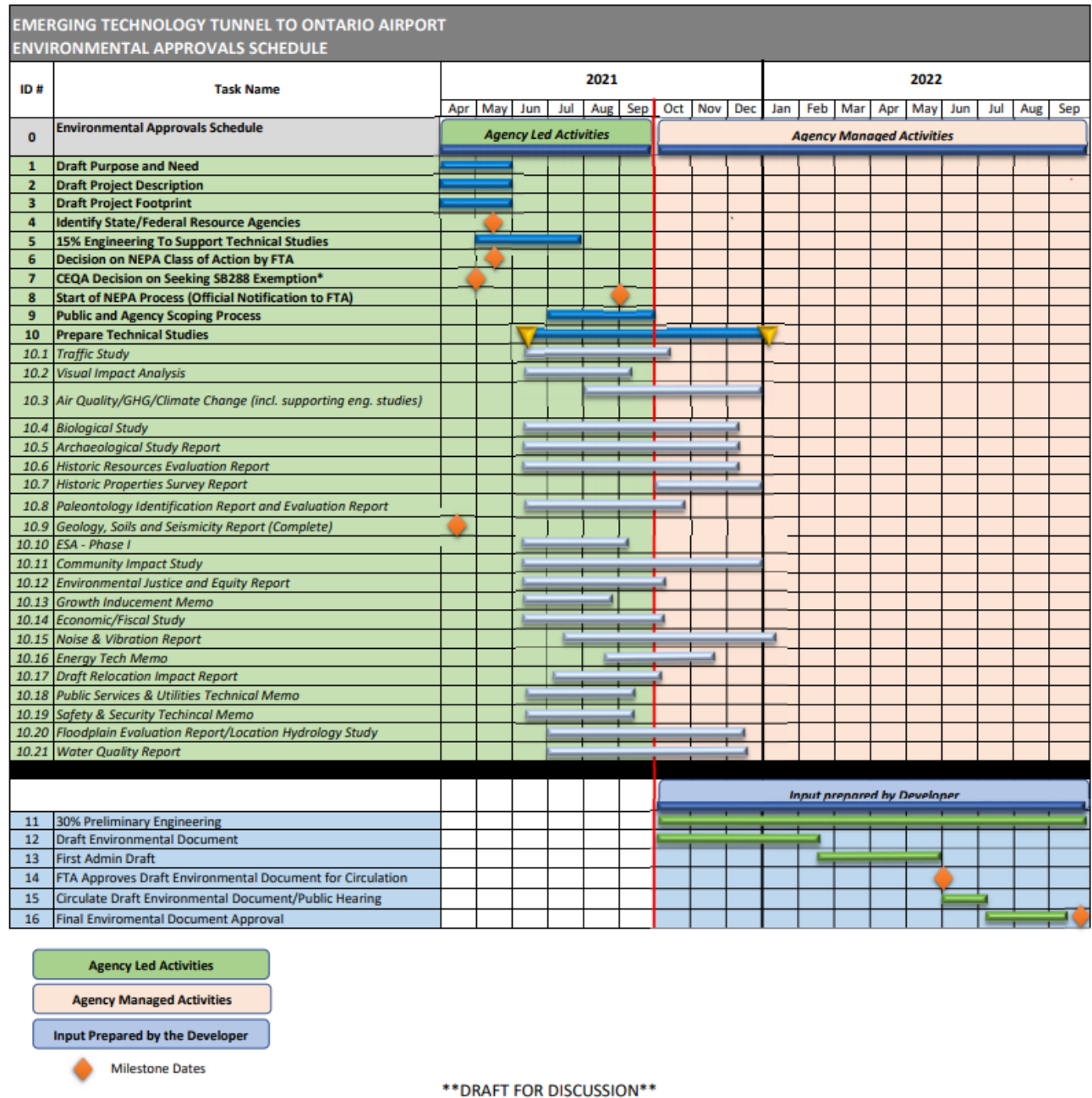


Figure 2 – Draft Schedule & Proposed Task Assignments



Should the Board wish to proceed with separating out the environmental technical studies, there are two contracting options.

Option 1 is to issue a new Request for Proposals and contract with a separate consulting firm, which staff anticipates would result in a contract award in February 2022. Should there be a desire to proceed with Option 1, the schedule would be delayed by at least seven (7) months to allow for that procurement.

Option 2 is to issue a sole source amendment to the PCM contract with HNTB to proceed with conducting the environmental technical studies. Should the Board wish to proceed with Option 2, the proposed amendment amount is currently estimated at \$2,682,985. This amount is still being negotiated and will be finalized prior to presentation to the Board. It is not expected to be higher. Taking into consideration a 10% percent contingency, it is estimated a total additional allocation of funding for PCM Notice to Proceed (NTP) 1 work is \$2,951,284 and Valley State Transit Assistance funds are available to fund the additional cost. Under Option 2, the additional work would be authorized under NTP 1, which is the only authorized work under the PCM contract until environmental approval is granted, and/or additional funding, such as grant funding, is identified. Further, proceeding with the environmental technical studies in July 2021, pending Board approval, would allow for a four (4) to five (5) month early start on this work, as the Developer contract is not planned to be presented for consideration by the Board until September 2021. It is important to note that should SBCTA fail to reach agreement with The Boring Company, the early environmental work could go unused unless an alternative project is advanced.

Proceeding with a sole source amendment is allowed under SBCTA Procurement Policy No. 11000. An amendment can be granted without additional procurement under V. C. Professional Services (A&E), 3. Amendments, e.iii, “[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.” As the project PCM procured to, amongst other things, manage and oversee environmental approvals, HNTB has the requisite qualifications and knowledge of the project and of the work required; staff is informed that HNTB has already hired some personnel that are involved in understanding the environmental scope of services, FTA’s concerns, and the emerging technology approach. Furthermore, due to the additional scope of work, it was necessary to make some updates to the insurance requirements, including increasing the limit for professional liability, adding pollution liability, and making other changes that would allow non-admitted carriers and self-insured retention. Based on the information listed above, it is in SBCTA’s best interest to proceed with the sole source amendment.

Staff is seeking concurrence from Omnitrans and FTA that there are no concerns with approving the sole source amendment.

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Transit Committee
Date: June 10, 2021
Witnessed By:

AMENDMENT NO. 1 TO CONTRACT 21-1002452

FOR

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR
EMERGING TECHNOLOGY TUNNEL TO ONTARIO INTERNATIONAL AIRPORT**

(HNTB CORPORATION)

This AMENDMENT No. 1 to Contract No. 21-1002452 (“Amendment”) is made by and between San Bernardino County Transportation Authority (“SBCTA”) and HNTB Corporation (“CONSULTANT”). SBCTA and CONSULTANT are each a “Party” and collectively are “Parties” herein.

RECITALS:

- A. SBCTA, under Contract No. 21-1002452, engaged CONSULTANT to provide project management/construction management services for the Emerging Technology Tunnel to Ontario International Airport Project (“Contract”); and
- B. SBCTA and CONSULTANT desire to amend the Contract to include additional scope of work for General Environmental Technical Studies Assumptions, as shown in Exhibit A.1, Scope of Work, attached hereto, and to revise the insurance language.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree to amend Contract No. 21-1002452 as follows:

1. **ARTICLE 3.10 “COMPENSATION”** is deleted and replaced in its entirety to read as follows:

The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$29,623,413.00; the amount payable for work authorized under Notice to Proceed 1 shall not exceed \$11,758,095.00.
2. The Scope of Work for Contract No. 21-1002452 (Exhibit “A”) shall be amended to include the additional services described in Exhibit A.1 to this Amendment No.1, which shall augment the original Scope of Work.
3. **ARTICLE 20 “INSURANCE”** is amended as follows:
 - a. The per claim and annual aggregate amounts of professional liability coverage required in Section 20.1.1 shall be **\$3 million** and **\$6 million**, respectively.
 - b. Section 20.1.6 Pollution Liability is deleted and replaced in its entirety with the following:

“Pollution Liability: The policy must include the following if it is determined by SBCTA’s Risk Manager to be in SBCTA’s best interests to require such policy:

- \$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.

c. ARTICLE 20.2 GENERAL PROVISIONS, Section 20.2.1 Qualifications of Insurance Carriers is deleted in its entirety and replaced with the following:

“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.”

d. ARTICLE 20.2 GENERAL PROVISIONS, Section 20.2.4 Deductibles is deleted in its entirety and replaced with the following:

“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-CONSULTANT 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 as respects 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 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.”

4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this AMENDMENT No. 1, all other provisions of Contract No. 21-1002452 shall remain in full force and effect.
6. This AMENDMENT No. 1 shall be effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 below.

HNTB CORPORATION

By: _____
 Kevin A. Haboian
 Senior Vice President
 Principle-In-Charge

Date: _____

**SAN BERNARDINO COUNTY
 TRANSPORTATION AUTHORITY**

By: _____
 Frank J. Navarro
 President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
 Julianna K. Tillquist
 General Counsel

Date: _____

CONCURRENCE:

By: _____
 Jeffery Hill
 Procurement Manager

**EMERGING TECHNOLOGY TUNNEL TO ONTARIO
AIRPORT HNTB ADDITIONAL SERVICES FOR NTP #1:
ENVIRONMENTAL ADVANCEMENT
TO SUPPORT CEQA/NEPA DOCUMENTATION**

Scope of Work

OVERVIEW

General Environmental Technical Studies Assumptions

Technical studies identified in this scope of work include analysis of a No Build and one Build Alternative. As part of the one Build Alternative up to three (3) design options (at the UPRR crossing) will be evaluated in the technical studies. All deliverables identified in the tasks below assumes up to three submittals consisting of one review from each of the following agencies: SBCTA, FTA and FAA.

All final and approved technical studies supporting the environmental document will be ADA 508 compliant to FTA standards.

TASK B.9.1 – ENVIRONMENTAL MANAGEMENT

HNTB will provide management and coordination for engineering and environmental services related to the additional design and environmental scope including attendance at progress meetings with SBCTA, FTA, and FAA staff during the nine-month time period to develop environmental technical studies. In addition to agency meetings, HNTB will meet with SBCTA's Developer for the project to coordinate engineering assumptions, environmental activities and other topics. Our assumption to meeting attendance resulting from the additional services are as follows:

- SBCTA: Two meetings per month (1 PDT and 1 hot topic)
- FTA: One meeting per month
- FAA: One meeting per month (assumed as part of the PDT), dependent on outcome of Section 163 determination
- Developer: One meeting per month
- Coordination Meetings: Ten meetings (total)

HNTB's management team will develop and track the progress of the schedule and budget. HNTB will prepare periodic progress reports and ensure the SBCTA is informed of the project status. Project management activities include the preparation of schedule updates as requested by SBCTA and FTA on engineering and environmental technical studies.

During preparation of technical studies, HTNB will coordinate with sub-consultants to provide project updates, technical design information and direction on the preparation of environmental work, and general oversight and management of the technical studies.

HNTB will facilitate meetings with resource agencies (as needed) to discuss environmental issues, mitigation requirements, and general project updates.

Deliverables:

- Monthly progress reports including budget and schedule status
- Meeting agenda/minutes
- Presentation materials (as needed)
- Memorandums (as needed)

TASK B.9.2 – TECHNICAL SUPPORT AND QC/QA

Data Collection

Data Collection will include collection, inventory, documentation, and analysis of readily available base information required for the preparation of technical studies. This data includes field investigations, City standards, previous design reports (if any), previous environmental studies and information, and available as-built plans as well as other features potentially affected by this project that were not previously supplied to HNTB.

Surveys & Base Mapping

HNTB will develop GIS mapping through available data sets and/or compile empirical data and survey information to create maps to support engineering and environmental efforts. This work will help identify key environmental and engineering constraints to develop project alignment. GIS mapping activities will include development of maps for use during presentations to SBCTA, FTA and other stakeholders.

Technical Editing

The HNTB team will provide technical editing services of all technical studies prior to submittal to FTA. HNTB will create a template for all studies in accordance with FTA and SBCTA report standards.

Quality Control/ Quality Assurance

HNTB will review all technical studies prior to submittal to SBCTA. All project deliverables will undergo HNTB's internal QC process which will assess compliance with project requirements, completeness, and quality. Subsequent to QC reviews, HNTB will perform QA reviews to assure that all other required quality check and reviews have been performed and that corresponding records are available.

Deliverables:

- GIS Mapping

TASK B.9.3 – ALTERNATIVES DEVELOPMENT

Alternatives analysis is needed to satisfy FTA requirements to justify that the alternatives analyzed in the technical studies and DED are feasible alternatives that meets the project objectives. The objective of the Alternatives Analysis program (49 U.S.C. 5339) is to assist in financing the evaluation of all reasonable modal and multimodal alternatives and general alignment options for identified transportation needs in a particular, broadly defined travel corridor. The FTA transportation planning process of the alternatives analysis includes:

- An assessment of a wide range of public transportation or multimodal alternatives, which will address transportation problems within a corridor or subarea.
- Provides ample information to enable the Secretary to make the findings of project justification and local financial commitment. Supports the selection of a locally preferred alternative.

HNTB will develop potential project alternatives to satisfy FTA requirements and provide appropriate documentation describing each alternative considered. HNTB will develop layouts for each alternative and provide justification on the reasons for carrying forward the alternative(s) to the environmental phase or eliminating the alternative from further consideration.

Deliverables:

- Alternatives Analysis Technical Memoranda

TASK B.9.4 – EVALUATION OF DESIGN OPTIONS AT UPRR CROSSING

It is anticipated that the build alternative will require evaluation of design options at the UPRR crossing while considering the environmental effects of each design option. HNTB will evaluate the environmental effects for up to three (3) design options for each environmental technical study.

TASK B.9.5 – TRAFFIC AND TRANSPORTATION OPERATIONS AND MAINTENANCE ANALYSIS

Transit projects often cause changes in road traffic volumes, level of service, and local/regional circulation patterns. A traffic operations analysis will be conducted within the vicinity of the project to ensure sufficient capacity and adequate level of service. The report will include the following discussion:

1. Traffic and circulation on adjacent/parallel/intersecting roadways
2. Traffic and circulation around stations and depots (often related to park and ride, passenger drop-off, local bus access)
3. Changes in travel patterns
4. Changes in roadway configuration or capacity
5. Construction-related effects on traffic

Operations and Circulation

Existing and future year operational traffic circulation will be evaluated based on level of service (LOS) intersection and roadway performance. The traffic study requirements and LOS criteria will utilize the appropriate City of Ontario and City of Rancho Cucamonga LOS standards.

It is assumed that up to 10 study area intersections will be analyzed in the traffic analysis for the following scenarios:

- Existing AM and PM weekday peak hour intersection LOS analysis
- Existing weekend peak hour intersection LOS analysis
- Future year (2045) AM and PM weekday peak hour intersection LOS analysis
- Future year weekend peak hour intersection LOS analysis

In addition, up to 10 roadway segments will be assessed based on daily volume-to-capacity ratios for the following scenarios:

- Existing weekday and weekend daily traffic
- Future weekday and weekend daily traffic

Existing traffic counts for up to 10 intersections and 10 roadway segments will be taken within the project limits to support the analysis listed above. If additional traffic data is needed, data will be gathered from available sources (previous studies and/or online sources).

It is anticipated that the project will not generate additional trips. Therefore, traffic forecasts will be developed based on future traffic data from previously prepared traffic studies from Metrolink, Brightline West and Ontario International Airport. The traffic analysis will account for future traffic scenarios required to develop the NEPA environmental document. No new travel demand modeling will be conducted as part of this analysis.

As part of the traffic operations analysis, a site circulation analysis will be conducted to assess potential internal circulation issues within the Rancho Cucamonga Metrolink Station – the analysis will examine ingress and egress points at the station including queueing and vehicle storage analysis.

Accident Analysis

In addition to analyzing traffic operations, accident data within the Project limits over a recent three-year period will be reviewed. The location, type of collision, and contributing factors will be analyzed to identify roadway design solutions that would reduce the number and/or severity of accidents. Accident records will be provided by Caltrans and/or local law enforcement agency. HNTB will organize the accident data in tabular and graphic form identifying location, type of collision, severity, and contributing factors.

Parking

Transit projects can affect the availability and location of parking spaces, and it can be a local concern. Potential parking impacts include consequences or impacts from new parking lots constructed to serve transit facilities, changes in parking demand as a result of transit facility construction/service expansion, and changes to on-street

and off-street parking during construction and operation of a project. The parking analysis will identify anticipated parking impacts and provide ways to avoid, minimize, and mitigate any adverse effects on nearby residential or business communities. A parking analysis will be conducted to ensure that adequate parking is available at the station.

Existing parking data (weekday and weekend) will be provided by Metrolink and OIAA. If additional parking data is required, parking counts will be collected at the Rancho Cucamonga Metrolink Station and Ontario Airport parking lots.

Construction Impact Assessment

Due to the potential of long-term lane closures resulting from the construction of the Project, the HNTB team will perform a traffic operations analysis to assess construction impacts of the project. This study will evaluate construction-related traffic impacts along the project construction area due to lane and roadway closures and additional traffic generated by construction activities.

It is assumed that the construction staging plans and construction schedule will be provided to HNTB for the use in the assessment. Analysis will include assessment of impacts to bikes and pedestrian facilities. The traffic assessment will include quantitative and qualitative assessments of the proposed construction staging. Detour route recommendations will be developed where appropriate. Recommendations to mitigate construction impacts will be provided where appropriate.

Traffic Volumes for Other Studies

In support of the air quality and noise studies, HNTB will develop traffic volumes for use in the analyses for these studies.

Transit Analysis

Construction and operation of new transit facilities and/or expansion of transit facilities and services can affect existing transit operations. In support of the NEPA environmental document, potential impacts of project construction and operation on transit systems would be assessed based on the changes in:

1. Transit service (e.g. frequency, hours of service, network, etc.)
2. Travel times
3. Transit ridership and demand
4. Bus stop locations and access
5. Station access and circulation

Transit Analysis—Existing Conditions

HNTB will coordinate with Omnitrans and Metrolink to obtain stop-level data on existing ridership, route maps, scheduled travel times, and on-time performance for Omnitrans Routes 61, 81, 82, and 290 and the San Bernardino Metrolink Line. We will identify locations of all existing transit stops served by these routes within the Project study area. We will prepare maps, tables, and other exhibits that represent existing transit conditions in the study area.

Transit Analysis—Operations

During operations, the Project may reduce the demand for competing transit service and increase the demand for complementary services. The primary competing service is SBCTA and Omnitrans' planned West Valley Connector (WVC) Bus Rapid Transit (BRT) service, which will operate parallel service between the Rancho Cucamonga Metrolink station and Ontario Airport. The primary complementary service is the Metrolink San Bernardino Line. Based on ridership forecasts for the Project provided by others, HNTB will develop estimates of proposed increases and decreases on these services for the peak hour and for daily trips for 2025 and 2040. HNTB will assess the planned capacity of the services to determine whether planned capacity is sufficient to accommodate the anticipated changes in demand. HNTB will assess proposed access and circulation changes to the Rancho Cucamonga Metrolink station, which is accessed by Omnitrans Route 82 and will be accessed by the WVC, to identify any changes that may affect the operations of those bus routes.

Transit Analysis—Construction

During construction, planned lane closures on Milliken Avenue and Airport Drive have the potential to affect the operations of Omnitrans Routes 61, 81, 82, 290, and the WVC. Building on the traffic impact assessment conducted for traffic, HNTB will evaluate potential schedule and other operational impacts to these routes. We will coordinate with Omnitrans to develop and evaluate possible detour routes and temporary bus stop relocations to facilitate service during full or partial closures of these facilities.

HNTB will assess proposed construction activities at the Rancho Cucamonga Metrolink station, which is accessed by Omnitrans Route 82 and will be accessed by the WVC, to identify any activities that may affect the operations of those bus routes. Building on the parking analysis conducted for traffic, we will also assess the potential impact of reduced parking capacity on Metrolink ridership.

Documentation

The approach and findings of all of the traffic, safety, and transit analysis will be documented in a comprehensive report. It is assumed that a draft report will be circulated for up to three rounds of comments. Once comments are received, a comment/resolution meeting will be held to adjudicate all comments with the appropriate reviewers. Once comments are adjudicated, a final report will be prepared.

Deliverables:

- Traffic and Transportation Operations and Maintenance Analysis Report

TASK B.9.2.6: VISUAL IMPACT ANALYSIS

The National Environmental Policy Act (NEPA) of 1969, as amended, establishes that the federal government will use all practicable means to ensure all Americans safe, healthful, productive, and aesthetically and culturally pleasing surroundings (42 U.S.C. 4331 [b][2]). To further emphasize this point, the Federal Highway Administration (FHWA), in its implementation of NEPA (23 U.S.C. 109[h]) directs that final decisions

regarding projects are to be made in the best overall public interest taking into account adverse environmental impacts, including among others, the destruction or disruption of aesthetic values. HNTB will prepare a Visual Impact Analysis to address the new infrastructure elements and the resulting change to the visual character and quality of the site and surrounding area. The analysis will be based on a comparison of the visual character and quality of the project area before and after implementation of the proposed improvements. Direct and indirect visual impacts would also be considered for impacts to historic resources to determine project impacts. Up to four visual sims or renderings will be prepared in support of the visual impact analyses.

Deliverables:

- Visual Impact Analysis

TASK B.9.2.7: AIR QUALITY STUDY/GHG/CLIMATE CHANGE

The proposed project would generate construction and operational emissions in the project vicinity. This increase could contribute to existing air pollution and has the potential to exceed regional air emission thresholds established by the South Coast Air Quality Management District (SCAQMD). Construction activities associated with development could increase concentrations of particulate matter. Construction and operation of the proposed project would also generate greenhouse gas (GHG) emissions. Typically, an individual project does not generate sufficient GHG emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. As such, the proposed project would generate GHG emissions that could cumulatively contribute to global climate change.

LSA will prepare a technical Air Quality and GHG report to identify existing air quality conditions and potential air quality impacts resulting from the proposed project, including up to two build alternatives or design variations, by undertaking the following subtasks:

- **Describe the existing regulatory framework.** LSA will described the existing regulatory framework for air quality, including existing air quality laws and regulations and the roles of the local agencies including the California Air Resources Board (CARB), the SCAQMD, and the City.
- **Assess project construction emissions.** Construction activities associated with the proposed project would generate increased particulate emissions associated with demolition, site preparation, grading, soil hauling, and other construction activities on the project site. Special consideration of emissions from the tunneling machinery will be included. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model version 2016.3.2 (CalEEMod) and will follow the SCAQMD *CEQA Handbook*.
- **Assess project operation-period air quality impacts.** Regional emissions of criteria air pollutants associated with long-term operation of the project will also be calculated with CalEEMod. Emissions associated with mobile sources, using the project traffic study data, and stationary sources, such as on-site energy consumption and landscaping equipment will be estimated. LSA will calculate the

regional operational emissions using CalEEMod and will follow the SCAQMD CEQA Handbook.

- **Assess project GHG emissions.** LSA will provide a quantitative assessment of GHG emissions associated with all relevant sources related to the project, including construction activities, energy consumption, water usage, and solid waste generation and disposal using CalEEMod.

The technical Air Quality and GHG report shall address the following questions - would the project:

- Conflict with or obstruct implementation of the applicable Air Quality Plan?
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?
- Expose sensitive receptors to substantial pollutant concentrations?
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?
- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

An Air Quality Conformity Checklist will be prepared to document the Conformity determination within this Air Quality and GHG Report. An Air Quality Conformity Report and coordination with the Transportation Conformity Working Group (TCWG) are not included in this scope of work. The information provided in this report will be sufficient to support the Project Team to make an air quality conformity determination for the proposed project during the environmental phase. This scope assumes the preparation of a quantitative PM10 and PM2.5 Hot-Spot assessment would not be required.

Health Risk Assessment

As the construction and tunneling activities are located near many single family homes, a health risk assessment (HRA) should be conducted to demonstrate that the emissions would not result in significant health risk levels for these residents. The construction HRA would be conducted for primary truck haul route and up to two construction staging areas.

The HRA would also assess health risk levels from operational emissions, primarily for up to four emergency generators. All in-tunnel technical air quality ventilation analysis and air quality safety issues will be provided to LSA in an independent engineering report on the air quality safety, ventilation mechanisms, and requirements of the tunnel. LSA would conduct a HRA that will address all applicable City, SCAQMD, and State requirements. The HRA would determine the increased cancer risk and non-cancer health risks to the nearby residents from exposure to toxic air contaminants (TAC) from project-related sources.

The HRA would summarize cancer risk and non-cancer risk (chronic and acute). For health risks, significance thresholds are expressed as an excess cancer risk and non-

cancer chronic and acute hazard index. LSA would compare the results of the HRA with the SCAQMD's recommended health risk thresholds.

Deliverables:

- Air Quality/GHG Report

TASK B.9.2.8: VENTILATION SHAFT EMISSION ANALYSIS MEMO

Engineering memo to support Air Quality/GHG Report (Task B.9.2.7).

TASK B.9.2.9: TUNNEL AIR QUALITY VENTILATION ANALYSIS MEMO

Engineering memo to support Air Quality/GHG Report (Task B.9.2.7).

TASK B.9.2.10: AIR QUALITY SAFETY MEMO

Engineering memo to support Air Quality/GHG Report (Task B.9.2.7).

TASK B.9.2.11: TUNNEL OPERATIONS/CONSTRUCTION VIBRATION ANALYSIS MEMO

Engineering memo to support Noise Study Report (Task B.9.2.24).

TASK B.9.2.12: BIOLOGICAL RESOURCE ASSESSMENT (BRA) AND SURVEYS

Biological Surveys

LSA will prepare a Biological Resources Assessment in accordance with Federal Transit Authority guidelines and procedures. The preparation of the Biological Resources Assessment is anticipated to take six months (including only one season of focused-species surveys) and includes the following subtasks.

Biological Resources Assessment

Literature/Database Search and Site Visit. LSA will determine the existence or potential occurrence of special-status plant and animal species within or in the vicinity of the project area. This will accomplish by conducting an updated review of federal and state lists of special-status species and of current database records, including the United States Fish and Wildlife Service's Information for Planning and Conservation (IPaC) database, the California Department of Fish and Wildlife (CDFW) Natural Diversity Data Base, and the California Native Plant Society's Inventory of Rare and Endangered Plants (online edition), and other available technical documentation. A field survey will be conducted by a qualified biologist to map vegetation communities and any special-status biological resources observed.

Prepare Biological Resources Assessment (BRA) Report. LSA will prepare a BRA report that will include the results of the literature review and a description of the field methods used. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any special-status resources are found on site, a graphic displaying the location of those resources will be provided. Tables describing special-status species and their habitats that are present or potentially present will also be provided in the report. The report will identify and assess project impacts on the existing biological resources, including any special-status species. Conceptual mitigation measures will also be included as necessary.

Based on a preliminary database search, there are federally and/or state listed and California Department of Fish and Wildlife species of special concern have the potential to occur in the project area. Focused surveys are expected to be required for the Delhi sands flower-loving fly, burrowing owl and bats. In addition, the project may affect protect trees. Focused studies to address these biological resources are provided below.

Crotch Bumble Bee Survey

A qualified biologist from LSA will perform Crotch bumble bee (*Bombus crotchii*) surveys according to California Department of Fish and Wildlife current survey requirements. The survey will include up to three survey visits between May and mid-July when the species is most active. After completion of the survey, a draft report will be prepared documenting the survey results and provided to the Project Team for review. Upon receipt of comments, a final report will be submitted to the Project Team, and the California Department of Fish and Wildlife within 30 days after the last field visit of the survey season. If Crotch bumble bee is observed, an occurrence form will be submitted to the California Natural Diversity Database. The results of the report, including potential project impacts and mitigation measures, will be included in the BRA.

Please note, depending on the findings of our survey, consultation with the CDFW may be required in the environmental phase of the project. Pre-consultation with CDFW is provided in Task 3.0 below, but formal consultation with CDFW is not included in this scope.

Delhi Sands Flower-Loving Fly Survey

If suitable habitat is found to be present for the Delhi sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*) (DSF) during the initial field investigations, a focused survey will be completed. This scope provides one seasons of survey. Two consecutive seasons of survey are required to conclusively determine absence of DSF from a site. The second season survey would be required only if the DSF is found to be absent during the first season's survey.

LSA will conduct a first year survey to determine the presence/absence survey for DSF in accordance with U.S. Fish and Wildlife Service (USFWS) survey protocol (Interim General Survey Guidelines for the Delhi Sands Flower-Loving Fly, 1996). At least 15 days prior to the anticipated start date of the focused survey, a notification of intent to survey will be submitted to the USFWS. A USFWS-permitted biologist then will survey the site twice weekly between the hours of 10:00 a.m. and 2:00 p.m. from July 1 through September 20, 2021.

After completion of the survey, a draft report will be prepared documenting the survey results and provided to the Project Team for review. Upon receipt of comments, a final report will be submitted to the Project Team, USFWS, and the California Department of Fish and Wildlife (CDFW) within 30 days after the last field visit of the survey season per USFWS incidental take permit requirements. If Delhi sands flower-loving fly is observed, an occurrence form will be submitted to the California Natural Diversity Database. The results of the report, including potential project impacts and mitigation measures, will be included in the BRA.

If the DSF is found to be present, a USFWS Section 7 consultation would be required. This task does not include a Section 7 consultation, but pre-consultation with USFWS for

any project effects to the DSF is provided in Task B.9.2.13.

Bat Habitat Assessment

A qualified bat specialist from LSA will conduct a daytime habitat assessment with assistance from another biologist with experience performing bat habitat assessments. The habitat assessment will consist of walking throughout the entire survey area (the project footprint and buffer areas) on foot to locate any potential bat roosting sites in or around the various structures (e.g., buildings, bridges, and culverts) and trees. Potential bat roosting sites will be identified by examining the structures for any features such as crevices or recessed spaces that may be suitable for use as day- or night-roosting habitat, as well as for the presence of bats or bat sign (e.g., guano, urine staining, or vocalizations) that would indicate current or past use of an area by roosting bats. Trees will also be examined for any cavities or crevices that might be used for day roosting. After the habitat assessment is complete, the survey findings will be summarized in a brief memorandum and incorporated into the project biological resource assessment (BRA).

Burrowing Owl Survey

If suitable habitat is determined to be present during the initial field investigations, a burrowing owl breeding season survey will be conducted in accordance with the CDFW's 2012 *Staff Report on Burrowing Owl Mitigation*. Because the project is anticipated to begin after the survey season has begun, three of the four required site visits will be conducted during the breeding season: the first survey between February 15 and April 1 will not be conducted; three surveys, at least three weeks apart, between 15 April and 15 July, with at least one of these after June 15. Surveys will be conducted by walking transects spaced up to 20 meters (65 feet) apart throughout the survey area, which includes the project site plus adjacent habitat within 150 meters (500 feet) where access is permitted. Surveys are conducted between morning civil twilight and 10:00 a.m. or between two hours before sunset and evening civil twilight. All burrowing owl sightings, occupied burrows, and potentially suitable burrows will be mapped. Upon completion of the focused survey, a draft report documenting the survey results.

If burrowing owl is determined to be present, coordination with the California Department of Fish and Wildlife (CDFW) would be required. An impact assessment in accordance with 2012 Staff Report would need to be prepared prior to commencing project activities to determine appropriate mitigation. This task does not include the preparation of an impact assessment, but mitigation coordination is provided in Task B.9.2.13.

Arborist Survey

A LSA arborist certified by the International Society of Arboriculture will conduct an inventory and assessment of all trees on the project site pursuant to the City of Ontario and City of Rancho Cucamonga Municipal Codes. The arborist will inventory and map trees with a trunk diameter of 0.75 inches or greater on the project site. A tree rating will be applied on a scale from 10 to 100 percent to each inventoried tree and will take into account the species, trunk diameter, height, canopy, and structure. Palms under eight feet tall and invasive species such as tree of heaven (*Ailanthus altissima*) will not be inventoried.

The arborist will compile the data and prepare a report summarizing the results. The report will include a map of tree locations and a tabular summary with tree identification

number, species, height, trunk diameter, and rating. A discussion of methods, a summary of the results of the inventory and assessment, and a discussion of any trees that may qualify as protected trees under the applicable City's ordinances will also be included. For heritage, significant, and specimen trees, photographs as well as pertinent observations relevant to tree viability will be provided. The report can be used by the Project Team to coordinate with City staff from the applicable jurisdiction to determine the appropriate size and species of replacement trees during the environmental phase.

Deliverables:

- Biological Resources Assessment

TASK B.9.2.13: BIOLOGICAL ASSESSMENT (BA) CONSULTATION ASSISTANCE

Pre-Consultation Assistance

If it is determined that the project will have potential effects to the Delhi sands flower-loving fly, crotch bumble bee, and/or burrowing owl, coordination with the USFWS and CDFW would be required to determine appropriate avoidance, minimization and mitigation measures. The biological lead from LSA will provide regulatory agency pre-consultation technical support and will attend pre-consultation meetings with project team and agency staff.

TASK B.9.2.14: ARCHEOLOGICAL STUDY REPORT

Area of Potential Effects (APE) Map

In consultation with the FTA, HNTB, and the Developer (if possible), an LSA architectural historian and archaeologist will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The purpose of the APE map is to identify the entire area that has the potential to be directly (physically) or indirectly (visual, audible, etc.) affected by the proposed undertaking. In order to determine the limits of the indirect impacts, fairly detailed engineering information and preliminary vibration information, may be required.

The APE map will depict the existing topography; grading limits; borrow and staging areas; access routes, temporary construction easements; existing and proposed right-of-way; existing and proposed tunnel alignment and depth of excavation; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; aboveground structures such as stations and ventilation shaft; sound and/or retaining walls, if any; new or realigned roadways; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other FTA format requirements, if any. A list of required information will be provided to the engineer. The map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The field surveys will not occur until the APE has been delineated and the FTA has given preliminary approval of it.

While it is understood that the engineering is constantly evolving, the first iteration of the APE map will be created using the first set of engineering plans provided to LSA and this iteration will be submitted to the FTA for review. LSA will also prepare a written memorandum for submittal along with the map providing the rationale for the indirect APE and direct APE limits to assist with FTA's review of the map and ultimate submittal to SHPO. Any subsequent engineering changes will be incorporated into the second

submittal to the FTA. If there are additional engineering changes, augments to the budget and schedule will be required. In addition, the budget anticipates no more than one virtual meeting with FTA staff regarding the preliminary APE map and minimal coordination with the Project Team and LSA project manager. This map may be reviewed by the Project Team, if required, revised per their comments, and submitted to the FTA with the cultural resources reports for approval and signatures.

Archaeological Study Report

LSA will prepare an Archaeological Study Report in accordance with FT guidelines and procedures.

The ASR provides the documentation for prehistoric and historic-period archaeological resources. Tasks required to prepare the ASR include a records search at the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System (CHRIS), located at California State University, Fullerton and a pedestrian field survey of the areas of direct impact within the Area of Potential Effect (APE) Map. The ASR will include a detailed summary of cultural resources identified within the APE and 1-mile records search radius, a summary of the Native American consultation, and the results of the field survey, and will provide the natural and cultural setting for the project. This scope assumes negative findings for archaeological resources during the field survey. If archaeological resources are identified, LSA will contact SBCTA and HNTB immediately to develop a scope and budget for additional tasks. For example, if resources are identified, cultural resources would need to be recorded on State of California Department of Parks and Recreation (DPR) Series 523 forms in accordance with the guidelines established by the Office of Historic Properties.

Deliverables:

- APE Map
- Archeological Survey Report

TASK B.9.2.15: PALEONTOLOGY IDENTIFICATION REPORT AND EVALAUTION REPORT

LSA will prepare a combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER). The PIR/PER will follow the guidelines and general format established by the Society of Vertebrate Paleontology and industry best practices. Completion of the PIR/PER will involve background research in the form of a literature review, fossil locality searches, and a field survey to determine the potential for paleontological resources to be encountered and impacted during project development.

Current geologic maps of the project area and relevant geological and paleontological literature, as well as project plans, geotechnical reports, and other appropriate technical reports, if available, will be reviewed to determine which geologic units are present within the project area, where they are exposed, and where they may be encountered at depth. The literature review will also provide information regarding the types of paleontological resources that may occur in those deposits and their scientific significance, as well as the methods necessary to mitigate any impacts to those resources.

The project is centrally located between the sphere of influence of two museum repositories, namely the Natural History Museum of Los Angeles County (NHMLAC) and the San Bernardino County Museum (SBCM). As such, fossil locality searches through

both institutions are necessary to obtain information on records of fossils discovered in the vicinity of the project area. The fossil locality searches conducted through the NHMLAC and the SBCM will document the status and extent of previously recorded paleontological resources within the project area and within the same or similar deposits as those found in the project area. This information will help determine the types of paleontological resources that may be encountered during project development.

Using information from the literature review and fossil locality searches, a field survey of safely accessible portions of the project area that contain open ground will also be conducted to determine the presence of paleontological resources and note the sediments in the project area.

The results of the literature review, fossil locality searches through the NHMLAC and SBCM, and the field survey will be documented in the PIR/PER. The PIR/PER will assess whether there are known or reasonably anticipated paleontological resources within the project area and, based on the description of proposed work and excavation parameters, determine whether project excavation will impact those resources. If this research indicates that significant resources may be impacted by project development, the PIR/PER will make recommendations regarding mitigation efforts, if needed. LSA anticipates preparation of a Draft and a Final PIR/PER with revisions and responses to comments from the Project Team, Lead Agency, and other and other reviewing agencies.

Deliverables:

- PIR/PER

TASK B.9.2.16: HISTORIC RESOURCE EVALUATION REPORT

The HRER is the documentation and evaluation report for historic-period built environment resources in the APE. It includes a project description, research and field methods, a summary of historic outreach efforts, historic contexts/themes associated with the APE and the evaluated resources, descriptions of the resources evaluated, findings and conclusions, and an attachment with the significance evaluations for each resource on Department of Parks and Recreation (DPR) forms. This scope stipulates evaluation of a maximum of 25 individual resources, including Guasti, but excluding Ontario Airport, I-10, and the railroad. Scope assumes the airport, I-10 and railroad and any associated spurs have been previously evaluated and do not require reevaluation. If these or any other additional resources require evaluation, a scope, budget, and schedule augment will be required. The HRER does not address potential project affects/impacts.

Deliverables:

- Historic Resource Evaluation Report

TASK B.9.2.17: TRIBAL CONSULTATION SUPPORT

Because this project is receiving federal funding and is considered a federal undertaking, Native American consultation per Section 106 of the NRHP is required. LSA is available to assist FTA with the Section 106 process. For this assistance, LSA will contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for

cultural resources and/or sacred sites recorded within and near the project area, as well as a list of Native American contacts that may have knowledge of cultural resources within the project area. LSA will send letters to all tribes listed by the NAHC for FTA to sign and mail to recipients. Each unanswered letter will be followed by LSA via up to two telephone calls and/or emails to ensure each party received the letter and had an opportunity to comment. Copies of all LSA communication with Native Americans, such as emails and telephone logs, will be included as an appendix to the HPSR. If any formal consultation requests are received, they will be forwarded to the FTA. This scope and budget includes printing and postage for letters and attendance at up to one meeting with tribal stakeholders. Scope assumes no in person meeting or virtual with tribal entities will be required.

Deliverables:

- Letter request for Sacred Lands Search and tribal contact list
- Native American Consultation Letters

TASK B.9.2.18: HISTORIC PROPERTIES SURVEY REPORT

The Historic Properties Survey Report (HPSR) is the summary/cover document for the cultural resources studies. It summarizes all archaeological, built environment, historical investigations and Native American outreach efforts. Attachments to the HPSR include, but are not limited to, the APE map, ASR, HRER, and Native American consultation record log. If any resources are determined eligible for listing in the National Register of Historic Places, a Finding of Effect determination may be required. In that event, a separate scope, budget, and schedule will be developed. This scope also does not include a Memorandum of Agreement or any other agreement documents used to resolve adverse effect for historic resources.

Deliverables:

- Historic Properties Survey Report

TASK B.9.2.19: PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT – PHASE 1

Records Review

Leighton will obtain and review reasonably ascertainable federal, state and local databases for environmental listings on and nearby the project alignment. ASTM E1527-13 and AAI guidelines will be used for the minimum search distances. Types of databases include in the search will include, but not be limited to:

- **Federal:** NPL, CERCLIS, RCRA, IC/EC Registries, ERNS and
- **State and Tribal:** NPL-equivalent, CERCLIS-equivalent, landfill and/or solid waste disposal sites, leaking storage tank lists, registered storage tank lists, IC/EC control registries, voluntary cleanup sites, and brownfield sites.

Leighton will also review reasonably ascertainable, published literature regarding general hydrogeologic conditions along this alignment vicinity. As judged necessary

to assess potential environmental concerns, Leighton may also contact other city, county, state or federal agencies who may potentially have additional information of interest for the alignment.

Historical Review

Leighton will review reasonably ascertainable historical sources of information regarding alignment usage dating back to first developed use, or back to 1940, whichever is earlier.

Alignment Reconnaissance

Leighton will drive the project alignment as an observational reconnaissance of accessible areas to look for any obvious visual indications of environmental concerns. Areas of concern will be walked. This alignment reconnaissance will be conducted by a qualified environmental professional as defined in ASTM E1527-13 and AAI. This reconnaissance will be photo- documented.

During the reconnaissance Leighton will also conduct a limited, cursory visual evaluation for obvious indications of lead-based paint, asbestos, water damage and mold, if applicable. No actual testing, sampling, or measurements for these aforementioned items will be conducted as a part of this Phase I ESA.

A visual reconnaissance of adjoining properties will also be completed from the alignment and/or publicly accessible areas, for potential issues of environmental concern..

Interviews

In general, interviews cannot reasonably be completed with property owners for a public right-of-way. However, Leighton will request SBCTA contact information to facilitate completion of a User (i.e. User of Phase I ESA report) questionnaire. A Phase I Environmental User Questionnaire should be completed by SBCTA.

Report Preparation

A report will be prepared in general accordance with ASTM E1527-13 guidelines. The report will include Leighton's findings, opinions and conclusions, and will be signed by an environmental professional meeting the qualifications indicated in ASTM E1527-13.

Deliverables:

- Phase I Environmental Assessment

TASK B.9.2.20: COMMUNITY IMPACT ASSESMENT (CIA)

Community impact will be assessed to evaluate if the Project meets the intent of applicable regional/intercity rail and other appropriate local transportation plans to determine general plan consistency with local plans and policies. Direct and indirect community impacts, including permanent and construction impacts on community services including schools and recreational facilities will also be assessed. Specific community impacts will include physical and psychological barriers, changes in land use patterns, a change in access to services including parking and transit, changes in population densities, and disruptions to neighborhood cohesiveness. The CIA will address temporary and short-term construction impacts such as access interruption,

delays, and other temporary impacts associated with construction in addition to permanent impacts.

Deliverables:

- Community Impact Assessment

TASK B.9.2.21: ENVIRONMENTAL JUSTICE AND EQUITY REPORT

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (February 11, 1994), requires FTA to make environmental justice part of the agency's mission by identifying and addressing disproportionately high and adverse human health and environmental effects of FTA programs, policies, and projects on minority populations and low-income populations. FTA funding recipients are required to incorporate EJ principles into transportation planning and decision-making processes as well as project-specific environmental reviews. HNTB will prepare an Environmental Justice and Equity Report in accordance with FTA's Environmental Justice Circular 4703.1

Deliverables:

- Environmental Justice and Equity Report

TASK B.9.2.22: GROWTH INDUCEMENT TECHNICAL MEMO

The regulations established by the Council on Environmental Quality regarding the implementation of NEPA require the evaluation of potential environmental consequences of proposed federal activities and programs. This provision includes a requirement to examine the indirect consequences, or secondary impacts, which may occur in areas beyond the immediate influence of a proposed action and at some time in the future (40 Code of Federal Regulations 1508.8). Secondary impacts may include changes in land use, economic vitality and population density - these are all elements of growth. HNTB will prepare a growth inducement technical memo to evaluate whether the Project would induce growth. It has been assumed that the Project would accommodate current transportation demand and future growth forecasts. The Project is anticipated not to substantially induce growth and that the Project would provide a service connection between the Rancho Cucamonga Station and the Ontario International Airport.

Deliverables:

- Growth Inducement Technical Memorandum

TASK B.9.2.23: ECONOMIC/ FISCAL STUDY TECHNICAL MEMORANDUM

NEPA establishes that the federal government will use all practicable means to ensure all Americans safe, healthful, productive, and aesthetically and culturally pleasing surroundings (42 U.S.C. 4331[b][2]). To further emphasize this point, the FHWA, in its implementation of NEPA (23 U.S.C. 109[h]) directs that final decisions regarding projects are to be made in the best overall public interest taking into account adverse environmental impacts, including among others: (1) economic impacts on the regional and/or local economy such as the effects of the proposed alternatives on development, tax revenues and public expenditures, employment opportunities, accessibility, and retail sales; (2) impacts on the economic vitality of existing highway-related businesses and resultant impacts on the local economy; and (3) impacts on established business

districts. (4) economic benefits of a project including accessibility to markets and job creation. HNTB will evaluate loss of property taxes to local jurisdictions based on planned acquisitions; construction impacts due to local business disruption and possible damages; construction related employment (estimate number of construction jobs generated); construction indirect benefits calculated times direct benefits using SCAG's multiplier. This analysis will evaluate Project's potential economic impacts during operations and construction and will be primarily based on quantitative assessments. HNTB will develop an economic and fiscal study technical memorandum to satisfy FTA requirements.

Deliverables:

- Economic and Fiscal Study Technical Memorandum

TASK B.9.2.24: NOISE & VIBRATION REPORT

LSA will prepare a Noise and Vibration Technical Report consistent with all applicable procedures, standards, and requirements of the Federal Transit Administration (FTA) and the National Environment Policy Act (NEPA). LSA will conduct the following tasks to complete this scope of work.

Identify Noise and Vibration Standards. LSA will review and discuss applicable noise and vibration requirements and standards in the 2018 Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual for land uses adjacent to the project site.

Conduct Ambient Noise Survey. LSA will conduct up to 24 long-term ambient noise level measurements within the project area. Each long-term ambient noise level measurement will be documented for 24 hours and will be used to assess the existing ambient noise environment in the project area. Observations of noise sources, barriers, terrains, building heights, and other site-specific information will be documented for each noise level measurement location. A discussion of any existing land uses and approved future land development in the project vicinity will be included.

Evaluate Construction Noise Impacts. The report will analyze noise impacts from construction sources based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The FTA and Federal Highway Administration (FHWA) recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}), hourly equivalent continuous noise levels (L_{eq}), and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be provided based on the sensitivity of the area directly adjacent to the project site and FTA construction noise standards.

Evaluate Construction Ground-borne Vibration Impacts. Ground-borne vibration impacts from construction sources will be analyzed based on the equipment expected to be used. The FTA-recommended equipment ground-borne vibration levels will be used for the construction equipment. The construction vibration impact will be evaluated in terms of the peak particle velocity (PPV, or inches per second [in/sec]) and the vibration decibel level (VdB) for building damage and human annoyance, respectively. Analysis requirements will be provided based on the sensitivity of the area directly adjacent to the project site and the FTA recommendations.

Calculate Mobile Source Noise Impacts. Vehicular traffic will be assessed qualitatively using the proposed project's trip generation and existing traffic volumes in the project vicinity. The project-related noise impacts on off-site sensitive land uses in the project vicinity will be analyzed.

Identify Stationary Source Noise Impacts. Potential noise impacts from on-site noise-generating sources to sensitive uses adjacent to the project site will be provided based on the project's layout and potential noise generating source areas. Potential noise generating source areas would include transport stations, maintenance yards, ventilation shafts, and parking facilities. LSA will use the FTA's screening distance to assess the project's potential off-site noise impacts.

Identify Operational Ground-borne Vibration Impacts. The report will evaluate ground-borne vibration impacts from on-site stationary sources based on the equipment expected to be used and its distance to existing adjacent uses. The operational ground-borne vibration impact will be evaluated in terms of PPV (in/sec) and VdB for building damage and human annoyance, respectively. Analysis requirements will be provided based on the sensitivity of the area directly adjacent to the project site and FTA recommendations.

Identify Minimization/Abatement Measures. If necessary, LSA will determine minimization/abatement measures designed to reduce short-term construction noise and ground-borne vibration impacts and long-term stationary and mobile source noise and vibration impacts to acceptable levels.

Report Preparation. LSA will summarize the above findings in a report that will include the settings and regulatory requirements and will be ready to submit for review and approval. LSA will respond up to six rounds of review comments with the revised report, which will be submitted as a PDF file.

Deliverables:

- Noise Study Report

TASK B.9.2.25: ENERGY TECHNICAL MEMORANDUM

NEPA requires that, as part of the discussion of environmental consequences, energy requirements and conservation potential be included (40 CFR 1502.16(a)(6)). In addition, the Council on Environmental Quality regulations (40 CFR 1502.16(e)) for implementing NEPA state that proper consideration must be given to the energy requirements and conservation potential of various alternatives of a proposed project as well as mitigation measures. HNTB will prepare an Energy Technical memorandum to determine potential impacts on energy resources during construction (e.g. fuel and energy usage) based on data utilized for the air quality assessment. It is anticipated that the Project would not generate additional traffic or result in an increase in VMT.

Deliverables:

- Energy Technical Memorandum

TASK B.9.2.26: DRAFT RELOCATION IMPACT REPORT

Monument will coordinate and prepare the Draft Relocation Impact Report with a Draft Relocation Impact Statement for the Project. The report will be prepared with the

applicable federal and state laws and local code. The relocation impact report will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 61). Federal regulations implementing the Uniform Act are contained in 49 CFR part 24. Preparation of the report will follow guidance on the Uniform Act as it pertains to FTA programs and projects is contained in Chapter IV, Project Management, of FTA Circular 5010.1E, *Grant Management Requirements* (July 16, 2018). It is assumed that the Project would not result in any residential or business relocations. If property acquisition is required to construct the Project, HNTB will notify SBCTA of the scope change and budget augment.

Deliverables:

- Relocation Impact Report

**TASK B.9.2.27: PUBLIC SERVICES, UTILITIES AND SERVICE SYSTEMS
TECHNICAL MEMORANDUM**

The Project may impact public services during construction and operations. HNTB will identify public services that could be affected such as emergency services, schools, parks and other public facilities. In addition to public services, the Project may impact utilities by requiring utility relocation or adjustment of utility lines and facilities. Identification of utility providers, such as local electricity or telecommunications providers, should occur during the environmental review process to adequately plan utility relocations and minimize service disruption in later stages of the project development process. HNTB will evaluate potential impacts to public services and utilities and identify measures to avoid, minimize and/or mitigate potential impacts.

Deliverables:

- Public Services, Utilities and Service Systems Technical Memorandum

TASK B.9.2.28: SAFETY AND SECURITY TECHNICAL MEMORANDUM

NEPA requires that the federal government use all practicable means to ensure that all Americans have safe, healthful, productive, and aesthetically and culturally pleasing surroundings (42 U.S.C. 4331(b)(2)). FTA in its implementation of NEPA (23 U.S.C. 109(h)), directs that final decisions regarding projects are to be made in the best overall public interest. This requires accounting for adverse environmental impacts, including whether a project or a design option would result in unacceptable safety or operational problems. HNTB will prepare a safety and security technical memorandum which will evaluate and identify potential pedestrian and traffic hazards, as well as user and employee security issues in accordance with FTA's Standard Operating Procedures and Transit Safety and Oversight requirements.

Deliverables

- Safety and Security Technical Memorandum

TASK B.9.2.29: FLOODPLAIN EVALUATION/ HYDROLOGY REPORT

An analysis will be conducted to determine potential environmental effects related to hydrology, floodplains and storm drain systems as a result of the Project. The study will evaluate existing and proposed hydrologic and hydraulic conditions associated with the Project and potential impacts to the surrounding drainage and flood control system. The Floodplain Assessment will include: 1) a description of the hydraulic and floodplain setting, including any special requirements provided by local County and City requirements, 2) identification of potential impacts to local hydrology and storm drain/flood control systems, and 3) identification of any constraints or recommendations that may affect the project design. Maps that delineate the base floodplain and other pertinent hydraulic and flood control system data that should be considered during design will be included.

Assumptions

- Assessment will be limited to existing FEMA maps, as-builts, and /or GIS maps with respect to existing structures and flood hazard mapping.
- Separate hydraulic and hydrology calculations will not be necessary as part of this investigation.
- Alignment will cause no net effect to federally-mapped floodplains within the project area.
- All available reference material will be current and no field verification will be required.

Deliverables

- Floodplain and Hydrology Technical Report

TASK B.9.2.30: WATER QUALITY REPORT

A Water Quality Technical Report (WQTR) will be prepared to evaluate water quality conditions associated with the Project. The assessment will include: 1) a description of the hydrologic setting including receiving water bodies that might be affected by the project, associated watershed descriptions, and existing water body impairments, 2) permit identification, 3) potential impacts to water bodies as a result of construction and operation of the proposed facilities, and 4) any constraints or recommendations that may affect the project design such as incorporation of best management practices (BMPs) for flow or water pollution control. The WQTR will evaluate appropriate post construction BMPs and Low Impact Development (LID) practices to be implemented in the Project in accordance with applicable National Pollutant Discharge Elimination System (NPDES) requirements and local agency MS4 permitting requirements. Based on the extent of redevelopment, the project is anticipated to be identified as a priority project under the MS4 permit. Features within the project, such as the roadway modifications, platforms and parking lots, have different pollutants of concern to which specific site design measures, LIDs or BMPs will be evaluated.

Compliance with the Construction General Permit (CGP) is also required for site disturbance exceeding one acre. Under the CGP, project sites are designated as Risk Level 1 through 3 based on site-specific criteria (e.g., erosion potential and receiving water risk), with Risk Level 3 sites requiring the most stringent controls. Evaluation of the 303(d) list of impaired waterbodies will be conducted along with evaluation of soils in the area and sediment risk shall be evaluated. Based on the site-specific Risk Level designation,

measures to prevent, monitor and control the off-site discharge of pollutants in storm water runoff during construction will be assessed.

The WQTR shall include descriptions of construction activities, temporary and permanent storm water quality impacts, construction sediment risk level, potential for encountering groundwater and recommendations of potential storm water treatment BMPs, flow control BMPs, and construction BMPs to be used in the design and construction of the project, specifically at parking lots, stations, ingress/egress sites, vent shafts, maintenance facilities and other above-ground disturbance areas.

Deliverables

- Water Quality Technical Report

TASK B.9.2.31: CEQA ANALYSIS

Environmental technical studies identified in this scope of work assumes that the analysis will be conducted to satisfy NEPA and FTA requirements, which evaluates potential Project impacts based on context and intensity. CEQA environmental documentation requires an evaluation of environmental topics provided in the *CEQA Guidelines, Appendix G* and a corresponding significance determination for each environmental issue. Environmental technical studies identified in this scope of work will analyze and conduct the necessary evaluation to support significance determinations in a CEQA environmental document that will be prepared by the Developer.

TASK B.9.2.32: PUBLIC OUTREACH & INFORMATIONAL MEETINGS

Arellano Associates will provide the following services:

- Collateral Materials
 - Development of meeting notice, fact sheet, and key messages
 - Coordination of edits, created in InDesign software, and PDF of final deliverable
 - Attendance at Scoping Meeting
 - It is assumed that one (1) scoping meeting will be held.
 - Staff attendance at one (1) scoping meeting.

Deliverables

- Draft and Final Meeting Notices and Fact Sheets
- Notification/ Mailing List
- Advertisements
- Scoping/Information Meeting Materials
- Outreach Summary Report
- Staff attendance at one scoping meeting

TASK B.9.2.33: CLASS OF ACTION MEMO

FTA determines if and when it will be involved in the environmental review process and requires a series of documentation to initiate FTA involvement and determine the NEPA class of action. HNTB will prepare the required documentation to support FTA's Class of Action Determination which includes providing the following information:

- 1) Project Information – Project Description and Location Map
- 2) Scope Requirements (23 CFR 771.11(f)) – Logical Termini and information to support if the project is of sufficient length to address environmental matters on a broad scope; Independent Utility; evidence that the project does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements.
- 3) Determining Significance – High-level assessment of the context and intensity of potential impacts to the human and natural environment resulting from the Project's operation and construction.
- 4) Identify the Class of Action – Based on the initial assessment of potential Project impacts, provide a justification on the level of NEPA environmental documentation (CE, EA or EIS).

Deliverables

- Class of Action Memorandum

TASK B.9.2.34: PRE-OUTLINE/SYNOPSIS

HNTB will develop a preliminary synopsis memo for FTA review covering the following items:

- 1) Detailed project description including all alternatives under consideration
 - 2) Purpose and need statement
 - 3) Project vicinity and basic alignment map
 - 4) Bullet point list of anticipated technical studies
 - 5) Preliminary detailed schedule

This memo will be submitted ahead of the Class of Action memo and the annotated outline for the environmental document.

TASK B.9.2.35: OVERSIGHT OF DEVELOPER-LED ENVIRONMENTAL ACTIVITIES

After the completion of the technical studies, it is anticipated that the Developer will utilize the technical studies to develop the CEQA and NEPA environmental document. During this time, transition of the environmental work will require technical clarifications and coordination with the Developer to address any questions about the results of the studies. HNTB will provide oversight for the completion or revision of technical studies led by the Developer up to the draft environmental document circulation (estimated 6 months after NTP 2).

Minute Action

AGENDA ITEM: 7

Date: June 10, 2021

Subject:

Approval of Regional Rideshare Program Contracts

Recommendation:

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

A. Approve Agreement No. 21-1002572 between San Bernardino County Transportation Authority (SBCTA), Riverside County Transportation Commission (RCTC), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), and Los Angeles County Metropolitan Transportation Authority (LACMTA), for a total receivable amount of \$852,510 for Regional Rideshare Software.

B. Approve Amendment No. 1 to Contract No. 19-1002203 with Trapeze Software Group, Inc. for Regional Rideshare Software, increasing the contract price from \$350,000 to \$1,057,159; incorporating licenses for LACMTA, OCTA and VCTC into Contract; and updating insurance requirements.

C. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Amendment No. 1 to Cooperative Agreement No. 20-1002371 with RCTC for Rideshare Program Implementation, removing Rideshare Software expenses incorporated into Agreement No. 21-1002572 from the Scope of Work, which reduces the receivable amount from \$200,000 to \$2,500.

D. Approve Memorandum of Understanding No. 21-1002573 between LACMTA, OCTA, RCTC, SBCTA, and VCTC to merge and consolidate the agencies' rideshare databases.

E. Approve and authorize the Executive Director, or his designee, to execute Amendment No. 3 to Contract No. 17-1001683 with Trapeze Software Group, Inc. to update insurance requirements and to amend the number of Option Terms for a maximum not-to-exceed term of June 30, 2024.

Background:

The San Bernardino County Transportation Authority (SBCTA), Riverside County Transportation Commission (RCTC), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), and Los Angeles County Metropolitan Transportation Authority (LACMTA), also referred to as ("regional rideshare agencies"), regularly coordinate on regional rideshare activities including South Coast Air Quality Management District (South Coast AQMD) Rule 2202 On-Road Motor Vehicle Mitigation Options, ride-matching, marketing and outreach, and Federal Transit Administration vanpool subsidy programs. SBCTA's Board of Directors (Board) approved Contract No. 19-1002203 with Trapeze Software Group, Inc. on June 5, 2019 for rideshare software, which transitioned RCTC's and SBCTA's bi-county Inland Empire (IE) Commuter rideshare program to the same rideshare software that LACMTA, OCTA and VCTC utilize, ("regional rideshare software"). RCTC and SBCTA fully transitioned the IE Commuter rideshare program to the regional rideshare software in July 2020, available at IECommuter.org. Now that the regional rideshare agencies operate on the same software, focus has shifted to merging the regional rideshare agencies' rideshare databases, also referred to as the "consolidated database".

Entity: San Bernardino County Transportation Authority

Staff requests the Board's approval of Agreement No. 21-1002572* for Regional Rideshare Software that will authorize SBCTA to make the regional rideshare software available to RCTC, VCTC, OCTA, and LACMTA through June 30, 2024. (*Due to financial system limitations, administrative accounts receivable contracts have been assigned to this contract, 21-1002572 - RCTC, 21-1002640 – VCTC, 21-1002641 – OCTA and 21-1002642 – LACMTA) Incorporating the regional rideshare software and database under one contract will assist in future coordinated efforts and modifications to the regional rideshare software and database, including jointly procuring future software and database services, with no interruptions to the consolidated database. Costs for the Regional Rideshare Software will be shared between the agencies based on county population share, similar to how the regional rideshare agencies implement other activities.

Concurrent with approval of Agreement No. 21-1002572, staff requests approval of Amendment No. 1 to Contract No. 19-1002203 with Trapeze Software Group, Inc., incorporating licenses for VCTC, OCTA and LACMTA, increasing the contract amount from \$350,000 to \$1,057,159 to account for the increased annual maintenance costs by adding VCTC, OCTA and LACMTA, and updating General Provisions of the Insurance requirements. Updates to General Provisions of the Insurance include allowing self-insured retention for Network and Privacy, Professional, and Commercial General Liability policies, which is being recommended due to the low exposure risk and limited personal information collected through the program. Staff also requests approval of and authorization for the Executive Director, or his designee, to execute Amendment No. 3 to Contract No. 17-1001683 with Trapeze Software Group, Inc. for SBCTA's vanpool program online system, to update the same insurance requirements as Agreement No. 19-1002203 and to amend the number of Option Terms for a maximum not-to-exceed term of June 30, 2024. Approval of Amendment No. 3 to Contract No. 17-1001683 will align the vanpool and rideshare software terms, allowing for both programs to be procured under the same contract so they remain operating on the same software and database.

Concurrent with approval of both Agreement No. 21-1002572 and Amendment No. 1 to Contract No. 19-1002203, staff also requests approval of Amendment No. 1 to Cooperative Agreement No. -20-1002371 with RCTC for Rideshare Program Implementation. Amendment No. 1 to Cooperative Agreement No. 20-1002371 removes SBCTA's provision of that portion of the rideshare software that is now incorporated in the five party Regional Rideshare Software Agreement No. 21-1002572.

Lastly, staff requests approval of Memorandum of Understanding (MOU) No. 21-1002573 between SBCTA, RCTC, VCTC, OCTA and LACMTA to merge and consolidate the agencies' rideshare databases. This MOU sets forth the data ownership, privacy, confidentiality and responsibilities of the regional rideshare agencies as users of the regional rideshare consolidated database.

SBCTA's rideshare program was identified in SBCTA's Customer-Based Ridesharing and Transit Interconnectivity Study and Action Plan, specifically noting opportunities for technology improvements. Since transitioning to the regional rideshare software, many of the identified issues have been addressed and strides have been made to improve other aspects of the program. In addition, the regional rideshare agencies' rideshare and Transportation Demand Management

Transit Committee Agenda Item

June 10, 2021

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(TDM) programs were cited in the Southern California Association of Governments (SCAG) TDM Strategic Plan. In the SCAG TDM Strategic Plan, consolidation of the regional rideshare agencies ride-matching databases was identified, as well as continuation and expansion of the ongoing regional rideshare partnership, including marketing, outreach and employer coordination. The agreements associated with the regional rideshare program will allow the regional rideshare agencies to be on the same contract terms, make software modifications as needed and more easily jointly procure software and maintenance of the regional rideshare consolidated database.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nicole Soto, Management Analyst II

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

General Contract Information

Contract No: 21-1002572 Amendment No.: _____

Contract Class: Receivable Department: Transit

Customer ID: _____ Customer Name: Riverside County Transportation Commission

Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 21-1002640, 21-1002641, 21-1002642

Dollar Amount				
Original Contract	\$	186,444.00	Original Contingency	
Prior Amendments	\$	-	Prior Amendments	\$ -
Current Amendment	\$	-	Current Amendment	\$ -
Total/Revised Contract Value	\$	186,444.00	Total Contingency Value	\$ -
	Total Dollar Authority (Contract Value and Contingency)			\$ 186,444.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

Local						Services					
Accounts Receivable											
Total Contract Funding:		\$		186,444.00		Funding Agreement No:		21-1002572			
Beginning POP Date:		7/1/2021		Ending POP Date:		6/30/2024		Final Billing Date:		N/A	
Expiration Date:		N/A									
Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: 6010	30	0314	0320	42902012	186,444.00	GL:					-
GL:					-	GL:					-
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GL:					-	GL:					-

Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 21-1002572 - RCTC [Revision 2] (7404 : Approval of Regional Rideshare Program Contracts)

General Contract Information

Contract No: 21-1002640 Amendment No.: _____

Contract Class: Receivable Department: Transit

Customer ID: 03448 Customer Name: Ventura County Transportation Commission

Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 20-1002572, 21-1002641, 21-1002642

Dollar Amount			
Original Contract	\$	34,495.00	Original Contingency
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	34,495.00	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ 34,495.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

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Total Contract Funding:		\$		34,495.00		Funding Agreement No:		21-1002572																																																																											
Beginning POP Date:		7/1/2021		Ending POP Date:		6/30/2024		Final Billing Date:		N/A																																																																									
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Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 21-1002640 - VCTC [Revision 2] (7404 : Approval of Regional Rideshare Program Contracts)

General Contract Information

Contract No: 21-1002641 Amendment No.: _____

Contract Class: Receivable Department: Transit

Customer ID: 03059 Customer Name: Orange County Transportation Authority

Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 21-1002572, 21-1002640, 21-1002642

Dollar Amount			
Original Contract	\$	137,466.00	Original Contingency
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	137,466.00	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ 137,466.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

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Beginning POP Date:		7/1/2021		Ending POP Date:		6/30/2024		Final Billing Date:		N/A																																																																									
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Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 21-1002641 - OCTA [Revision 1] (7404 : Approval of Regional Rideshare Program Contracts)

General Contract Information

Contract No: 21-1002642 Amendment No.: _____
 Contract Class: Receivable Department: Transit
 Customer ID: 01216 Customer Name: Los Angeles County Metropolitan Transportation Authority
 Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 21-1002572, 21-1002640, 21-1002641

Dollar Amount			
Original Contract	\$	494,105.00	Original Contingency
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	494,105.00	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ 494,105.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

Local _____ Services _____

Accounts Receivable																																																																																	
Total Contract Funding:		\$		494,105.00		Funding Agreement No:		21-1002572																																																																									
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Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 21-1002642 - LACMTA [Revision 2] (7404 : Approval of Regional Rideshare Program Contracts)

AGREEMENT NO. 21-1002572

REGIONAL RIDESHARE SOFTWARE AGREEMENT

This Agreement for Services (“AGREEMENT”) is entered into between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Orange County Transportation Authority (“OCTA”), Riverside County Transportation Commission (“RCTC”), San Bernardino County Transportation Authority (“SBCTA”) and the Ventura County Transportation Commission (“VCTC”) (each individually a “Party” and collectively the “Parties”) for the Provision of the Regional Rideshare Software (the “Project”).

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze Software Group, Inc. (“Trapeze”), whereby Trapeze provides services and licenses software to support a regional rideshare database (“Regional Rideshare Software”);
2. **WHEREAS**, the Parties desire to enter into this AGREEMENT for SBCTA’s provision of the Regional Rideshare Software as part of the effort to continue coordination of regional rideshare services;
3. **WHEREAS**, the goal of the Project is to maintain and enhance the Regional Rideshare Software, which is necessary to encourage commuters to carpool, vanpool, take bus and rail, telecommute, bike and walk to Southern California worksites;
4. **WHEREAS**, the Parties under a separate Memorandum of Understanding will consolidate their rideshare databases into a single, 5-county regional rideshare database (“Consolidated Database”) to better serve the traveling population of the region;
5. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project on the terms and conditions contained herein;

NOW, THEREFORE, the Parties to this AGREEMENT agree to the following terms and conditions:

1. **SCOPE OF SERVICES**

- A. The Parties understand and agree that LACMTA, OCTA, RCTC and VCTC are intended third-party beneficiaries of the Regional Rideshare and Vanpool Program Online System Agreement dated September 5, 2019 (Contract No. 19-1002203) as amended between SBCTA and Trapeze Software Group, Inc. (“Trapeze”). The foregoing referenced Agreement, attached as Attachment A, is referred to herein as the ‘Software Agreement.’ The Parties agree to comply with Attachment 1, Software License and Maintenance Agreement, to the Software Agreement. SBCTA and its subcontractors shall furnish all technical and professional services necessary to fully and adequately perform the tasks set forth in Exhibit C of the Software Agreement (the “Services”).

- B. SBCTA shall perform the Services in accordance with the Budget attached as Attachment B, which is incorporated herein by reference. A Party(s) may request a modification to the Regional Rideshare Software as further outlined in Section 10 and SBCTA may release contingency funds as allocated in the budget provided the Party requesting the modification provides written approval of such release of contingency, and further provided the total budget amount is not exceeded.
- C. SBCTA understands that some Party(s) may utilize Congestion Mitigation & Air Quality (“CMAQ”) Funding for this Project and will administer the Project in accordance with CMAQ Guidelines, as adopted or amended.

2. TERM

- A. This AGREEMENT shall commence upon execution by SBCTA, and terminate on June 30, 2024, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this AGREEMENT.
- B. All eligible Project expenses as outlined in this AGREEMENT shall be reimbursed in accordance with the terms and conditions of this AGREEMENT unless otherwise agreed to by the Parties in writing.
- C. Should a Party(s) determine there are insufficient Funds available for the Project or wish to terminate this AGREEMENT for convenience, the terminating Party(s) may terminate their participation in the AGREEMENT by giving written notice to each Party by April 1st of each year. The termination date will be effective as of July 1st of the same year the written notice was provided. If a Party terminates its participation in the AGREEMENT pursuant to this section, the terminating Party(s) will not reimburse SBCTA any costs incurred after the termination date, except Trapeze Work Orders approved by the terminating Party(s) prior to the termination notice, for which work has commenced by Trapeze. The terminating Party(s) share of these costs will be consistent with the established funding percentages outlined in the AGREEMENT.

3. PAYMENT OF COMPENSATION

LACMTA, OCTA, RCTC and VCTC shall reimburse SBCTA for the amounts set forth below (the “Funds”) for the Project:

- A. LACMTA shall reimburse SBCTA an amount not to exceed FOUR HUNDRED NINETY-FOUR THOUSAND, ONE HUNDRED FIVE DOLLARS (\$494,105) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- B. OCTA shall reimburse SBCTA an amount not to exceed ONE HUNDRED THIRTY-SEVEN THOUSAND, FOUR HUNDRED SIXTY-SIX DOLLARS (\$137,466) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.

- C. RCTC shall reimburse SBCTA ONE HUNDRED EIGHTY-SIX THOUSAND, FOUR HUNDRED FORTY-FOUR DOLLARS (\$186,444) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- D. SBCTA shall be responsible for an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND, TWO HUNDRED NINE DOLLARS (\$125,209) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- E. VCTC shall reimburse SBCTA an amount not to exceed THIRTY-FOUR THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS (\$34,495) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- F. All costs, if any, associated with the initial implementation of the Consolidated Database will be at no cost to LACMTA, OCTA and VCTC. RCTC and SBCTA will share the initial costs associated with the Consolidated Database as outlined in this AGREEMENT.
- G. The Parties shall jointly fund the Project and contribute their share of the Project as outlined in Attachment B.
- H. All disbursements of Funds shall be on a reimbursement basis only. Such disbursements of Funds shall be considered an estimate subject to adjustment based on any Party's audit results.
- I. Under no circumstances will the total amount of money paid to SBCTA for the Services exceed the Funds, unless otherwise agreed to by the Party(s) in writing.

4. INVOICING

- A. All invoices will be provided to LACMTA, OCTA, RCTC and VCTC on a quarterly basis for only those quarters in which Services have been rendered. The quarterly invoice shall include all appropriate documentation (such as contractor invoices, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project.
- B. LACMTA, OCTA, RCTC and VCTC shall make payment to SBCTA within forty-five (45) calendar days after receipt of SBCTA's invoice prepared in accordance with instructions above

Invoices shall be addressed to:

LACMTA

Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
AccountsPayable@metro.net
Re: AGREEMENT 21-1002572

OCTA

Accounts Payable
P.O. Box 14184
Orange, CA 92863-1584
vendorinvoices@octa.net
Re: AGREEMENT 21-1002572

RCTC

Accounts Payable
PO BOX 12008
Riverside, CA 92502-2208
ap@rctc.org
Re: AGREEMENT 21-1002572

VCTC

Commuter Services
751 E. Daily Drive #420
Camarillo 93010
cgrasty@goventura.org
Re: AGREEMENT 21-1002572

Payments shall be addressed to:

SBCTA

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

- A. LACMTA, OCTA, RCTC and VCTC, and/or their designee(s), shall have the right to conduct audits of the Project, as deemed appropriate. LACMTA, OCTA, RCTC and VCTC may commence a final audit within six months of receipt of acceptable final invoice. SBCTA agrees to establish and maintain proper accounting and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). SBCTA shall reimburse LACMTA, OCTA, RCTC and VCTC for any expenditure not in compliance with the Scope of Services and/or not in compliance with other terms and conditions as defined by this AGREEMENT. SBCTA's expenditures submitted to LACMTA, OCTA, RCTC and VCTC for this project shall be in compliance with 2 CFR Subtitle A, Chapter II Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A87).
- B. SBCTA's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements) and invoices (all collectively referred to as "Records"), which Records shall be open to inspection and subject to audit and reproduction by LACMTA, OCTA, RCTC and VCTC auditors or authorized representatives to the extent deemed necessary by LACMTA, OCTA, RCTC and VCTC to adequately permit evaluation of expended costs. These records must be retained by SBCTA for three years following final payment under this AGREEMENT.

6. DEFAULT

A Default under this AGREEMENT is defined as failure of a Party(s) to comply with the terms and conditions contained herein including but not limited to: (i) A Party(s) fails to comply with Attachment 1 to the Software Agreement; (ii) A Party(s) authorizes a Trapeze Work Order as noted in Section 10 without SBCTA participation; (iii) SBCTA authorizes a Trapeze Work Order as noted in Section 10 prior to obtaining written approval from the Party(s).

A waiver by a Party(s) of one default of another Party(s) shall not be considered to be a waiver of any subsequent default of the other Party(s), of the same or any other provision, nor be deemed to waive, amend, or modify this AGREEMENT.

7. REMEDIES:

- A. In the event of a Default by a Party(s), the non-Defaulting Party(s) shall provide written notice of such Default to the Defaulting Party(s) identifying the Default and providing a 30-day period in which to cure the Default. In the event the Defaulting Party(s) fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting Party(s), the following shall apply:
 1. If SBCTA is the Defaulting Party: (i) The non-Defaulting Party(s) may terminate their participation in this AGREEMENT; (ii) the non-Defaulting Party(s) may cease making disbursements of Funds to SBCTA, except that the non-Defaulting Party(s) shall reimburse SBCTA for Services provided prior to the event constituting the Default; and/or (iii) the non-Defaulting Party(s) may recover damages and/or expenses from SBCTA's default to the extent allowed by law or in equity.
 2. If LACMTA, OCTA, RCTC or VCTC is the Defaulting Party: (i) SBCTA may cease the provision of the Services; and /or (ii) SBCTA may recover damages and/or expenses resulting from the Defaulting Party(s)'s to the extent allowed by law or in equity.
- B. The remedies described herein are non-exclusive. The Party(s) shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

8. COMMUNICATIONS

- A. The Parties shall ensure that all Communication Materials (as defined in 8.B.) contain recognition of the Parties' contribution to the Project. The Parties shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by LACMTA, OCTA, RCTC, SBCTA and VCTC" or alternative acceptable minimum language as approved in writing by the Parties; and (ii) the Parties' logos, with the exception of press releases, which do not require the Parties' logos. Prior to use in Communications Materials, each Party shall verify and approve, in writing, the correct logo.

- B. For purposes of this AGREEMENT, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.
- C. The Parties shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired by a Party(s) to produce Communications Materials related to this Project will comply with the requirements contained in this Section.

9. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software or Successor Software (as defined in Section 10), and materials shall be in accordance with the Software Agreement. This AGREEMENT does not confer upon any Party any right or interest in any other Party’s collected or owned technical data.
- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials, either created by or provided to a Party in connection with the performance of this AGREEMENT, shall be held confidential by that Party. No other Party shall use such materials for any purposes, other than the performance of the Services, without the prior written consent of the Party from which the materials were obtained. Nor shall such materials be disclosed to any person or entity for any purpose other than the performance of the Services. Nothing furnished to a Party which is otherwise known to another Party or is generally known, or has become known, to the related industry shall be deemed confidential. Except as required by Section 8 of this AGREEMENT, the Parties shall not use any other Party’s name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that Party.

10. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE

- A. Software Licensing for the Regional Rideshare Software and products required under this AGREEMENT shall be in accordance with the Software Agreement; in the event of a conflict between the provisions of this AGREEMENT and the Software Agreement, the provisions of the Software Agreement shall control. For the purposes of this AGREEMENT, the below terms are defined as follows:
 - 1. Software: The software programs and products or if the Regional Rideshare Software is replaced, the successor software programs and products, provided such successor software at a minimum performs the same functions as the Regional Rideshare Software, that are licensed to the Parties or to be developed per the Software or Successor Software Module Enhancements noted in the paragraph below and delivered by SBCTA or its subcontractors to the Parties under the AGREEMENT.

2. Software or Successor Software Enhancements: Enhancements or modifications including but not limited to adding features or modules that are not provided under the Software Agreement and that are made to Software or the Successor Software modules by SBCTA or its subcontractors that are funded by a Party(s) or collectively the Parties hereunder for the Project.

3. Data: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or Successor Software or which is or has been generated, collected, analyzed, created, prepared or developed by SBCTA, or its respective subcontractors for the performance of the Project which is funded hereunder.

- B. A Party(s) may request that SBCTA's subcontractors generate Software or Successor Software Enhancements using contingency funds identified in the Budget, Attachment B. The requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared by population share of the participating Party(s) or as otherwise agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA.

The following shall apply for the Software or Successor Software and when any Enhancements (Software or Successor Software) developed for the Project:

1. SBCTA's subcontractors shall deliver the Software or Successor Software and Software or Successor Software Enhancements electronically to the Party(s) online websites. The Party(s) shall hold the Software or Successor Software and Software or Successor Software Enhancements, and other written or electronic materials provided by SBCTA's subcontractors, in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, consultants, agents or sublicensees to whom disclosure is necessary for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.
2. The Party(s) shall not sell, license or otherwise transfer any interest in the Data, Software or Successor Software, Software or Successor Software Enhancements, or other materials developed for utilization in the Project, without the prior written permission of each of the Party(s).

11. SUBCONTRACTORS

SBCTA shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Parties. The Parties understand and agree that Trapeze will be a subcontractor for services under this AGREEMENT, unless the

Software is at some time replaced with Successor Software. If SBCTA desires to extend or enter a new agreement with Trapeze beyond the terms identified in Section 2 of this AGREEMENT, written approval is required by the Parties.

12. INDEMNIFICATION

- A. No Party, nor any officers, directors, employees or agents thereof are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, each Party shall fully defend, indemnify and save harmless all other Parties, and their officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority or jurisdiction delegated to the indemnifying Party under this AGREEMENT. This provision shall survive termination of this contract.

13. INSURANCE

- A. Without in any way affecting the indemnity provisions identified in this AGREEMENT, the Parties shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this AGREEMENT and shall be with at least the limits of liability as identified in this section. Any Party(s) that are a self-insured public entity for purposes of the liabilities identified in this section warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
1. *Professional Liability* - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. The Parties shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Agreement and for a minimum of three (3) years after Agreement completion.
 2. *Workers' Compensation* - Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of the respective Party and all risks to such persons under this Agreement.
 3. *Commercial General Liability* - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.

4. *Automobile Liability* - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
5. *Network and Privacy Insurance* – Each of the parties shall carry Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and each Party from the following exposures related to this Agreement:
 - (i) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and
 - (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.
 - (iii) If such insurance is maintained on an occurrence basis, the Parties shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, the parties shall maintain such insurance for an additional period of three years following the end of the applicable Term.
- B. *Proof of Coverage* – SBCTA shall furnish certificates of insurance to the other Parties and the other Parties shall furnish certificates of insurance to SBCTA evidencing the insurance coverage required above, prior to the commencement of performance of service hereunder, and such certificates shall include the other Party as an additional insured on all insurances except Worker's Compensation and Professional Liability. The certificates of insurance must be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, the responsible Party will provide 30 days' notice of such cancellation or nonrenewal to the other Party. If a Party's policy is cancelled for nonpayment of premium, the applicable Party shall provide the other Party ten (10) days' notice. All certificates of insurance are to include the contract number and Program Manager's name.

14. KEY PERSONNEL AND NOTICES

- A. The Parties have designated the following as key personnel for the Project and will provide written email notice of any key Project staffing changes or other notifications required in this AGREEMENT.

LACMTA: Martin Buford Sr. Manager, Transportation Planning Shared Mobility & Implementation BufordM@metro.net	OCTA: Kristopher Hewkin Marketing Specialist – Vanpool khewkin@octa.net
RCTC: Brian Cunanan Program Manager, Commuter & Motorist Assistance bcunanan@rctc.org	SBCTA: Nicole Soto Mobility Analyst, Transit & Rail nsoto@gosbcta.com
VCTC: Claire Grasty Program Manager, Regional Planning, Rail and TDA Programs cgrasty@goventura.org	

- B. 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 email during regular business hours, or (b) the first business day following delivery by email when not made during regular business hours. Each such notice shall be sent to the respective Party(s) at the email address indicated above or to any other email address as the respective Party(s) may designate from time to time by a notice given in accordance with this Section. A Party shall notify all other Parties of any contact information changes within five (5) business days of the change.

15. OTHER TERMS AND CONDITIONS

- A. This AGREEMENT shall not be amended, nor any provisions or breach hereof waived, except by written Amendment signed by the Parties.
- B. In the event that there is any legal court (e.g., Superior Court of the State of California or U.S. District Court for the Central District of California) proceeding between the Parties to enforce or interpret this AGREEMENT, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- C. No Party(s) hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, pandemics, and government acts beyond the control and without fault or negligence of the affected party. Each Party hereto shall give notice promptly to the other Parties of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this AGREEMENT.

- D. SBCTA shall comply with and ensure that work performed under this AGREEMENT is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR). .
- E. SBCTA shall not assign this AGREEMENT, or any part hereof, without prior written approval of each Party, and any assignment without said consent shall be void and unenforceable.
- F. This AGREEMENT shall be governed by California law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The covenants and agreements of this AGREEMENT shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.
- H. SBCTA in the performance of the work described in this AGREEMENT is not a contractor nor an agent or employee of LACMTA, OCTA, RCTC or VCTC. SBCTA attests to no organizational or personal conflicts of interest and agrees to notify LACMTA, OCTA, RCTC and VCTC immediately in the event that a conflict, or the appearance thereof, arises. SBCTA shall not represent itself as an agent or employee of LACMTA, OCTA, RCTC or VCTC and shall have no powers to bind LACMTA, OCTA, RCTC or VCTC in contract or otherwise.
- I. This AGREEMENT may be executed in counterparts, each of which shall constitute an original. A manually signed copy of this AGREEMENT which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this AGREEMENT for all purposes. This AGREEMENT may be signed using an electronic signature so long as the signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.

-----SIGNATURES ON FOLLOWING PAGES-----

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
 Stephanie Wiggins Date
 Chief Executive Officer

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
 County Counsel

By: _____
 Deputy Date

Attachment: 21-1002572 (7404 : Approval of Regional Rideshare Program Contracts)

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Georgia Martinez
Department Manager,
Contracts and Procurement

Date

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

Date

Attachment: 21-1002572 (7404 : Approval of Regional Rideshare Program Contracts)

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
 Anne Mayer Date
 Executive Director

APPROVED AS TO FORM:

By: _____
 Best Best & Krieger, LLP Date

Attachment: 21-1002572 (7404 : Approval of Regional Rideshare Program Contracts)

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
 Curt Hagman Date
 President, Board of Directors

APPROVED AS TO FORM:

By: _____
 Julianna K. Tillquist Date
 General Counsel

Attachment: 21-1002572 (7404 : Approval of Regional Rideshare Program Contracts)

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
 Darren Kettle Date
 Executive Director

APPROVED AS TO FORM:

By: Steven T. Mattas Date _____
Legal Counsel

Attachment: 21-1002572 (7404 : Approval of Regional Rideshare Program Contracts)

ATTACHMENT B - BUDGET

(July 1, 2021 - June 30, 2024)

Fiscal Year	County	RidePro Licenses ¹	RidePro Maintenance ¹	RidePro Incentives Maintenance ²	RidePro Hosting ¹	RidePro Incentives Hosting ²	SiSense Reporting Services ¹	Email Services ¹	Vanpool ¹	Regional Consolidated Database ³	Total Costs
FY 22	LACMTA	\$0	\$89,920	\$17,872	\$18,782	\$4,858	\$17,204	\$804	\$0	\$0	\$149,438
FY 22	OCTA	\$0	\$27,568	\$0	\$5,758	\$0	\$5,275	\$247	\$0	\$0	\$38,847
FY 22	RCTC	\$0	\$20,053	\$3,986	\$4,188	\$1,083	\$3,837	\$179	\$21,425	\$9,558	\$64,309
FY 22	SBCTA	\$0	\$18,639	\$3,705	\$3,893	\$1,007	\$3,566	\$167	\$0	\$9,558	\$40,534
FY 22	VBCTC	\$0	\$7,540	\$0	\$1,575	\$0	\$1,443	\$67	\$0	\$0	\$10,625
FY 22 Totals		\$0	\$163,720	\$25,562	\$34,196	\$6,946	\$31,324	\$1,464	\$21,425	\$19,116	\$303,753
FY 23	LACMTA	\$0	\$94,416	\$18,766	\$19,721	\$5,099	\$18,064	\$845	\$0	\$0	\$156,910
FY 23	OCTA	\$0	\$28,947	\$0	\$6,046	\$0	\$5,538	\$259	\$0	\$0	\$40,790
FY 23	RCTC	\$0	\$21,056	\$4,185	\$4,398	\$1,137	\$4,029	\$188	\$15,805	\$0	\$50,798
FY 23	SBCTA	\$0	\$19,571	\$3,890	\$4,088	\$1,057	\$3,744	\$175	\$0	\$0	\$32,525
FY 23	VBCTC	\$0	\$7,917	\$0	\$1,654	\$0	\$1,515	\$71	\$0	\$0	\$11,156
FY 23 Totals		\$0	\$171,906	\$26,841	\$35,906	\$7,293	\$32,890	\$1,538	\$15,805	\$0	\$292,179
FY 24	LACMTA	\$0	\$99,137	\$19,704	\$20,707	\$5,354	\$18,968	\$887	\$0	\$0	\$164,756
FY 24	OCTA	\$0	\$30,394	\$0	\$6,348	\$0	\$5,815	\$272	\$0	\$0	\$42,829
FY 24	RCTC	\$0	\$22,108	\$4,394	\$4,618	\$1,194	\$4,230	\$198	\$16,596	\$0	\$53,338
FY 24	SBCTA	\$0	\$20,549	\$4,084	\$4,292	\$1,110	\$3,932	\$184	\$0	\$0	\$34,151
FY 24	VBCTC	\$0	\$8,313	\$0	\$1,736	\$0	\$1,590	\$74	\$0	\$0	\$11,714
FY 24 Totals		\$0	\$180,501	\$28,183	\$37,701	\$7,658	\$34,535	\$1,615	\$16,596	\$0	\$306,787
3-year Subtotals:		\$0	\$516,127	\$80,586	\$107,803	\$21,896	\$98,749	\$4,617	\$53,826	\$19,116	\$902,719

County Split:	2010 Census Population	5-Way Split All Parties ¹	3-Way Split LACMTA, RCTC and SBCTA ¹	2-Way Split RCTC and SBCTA ¹	RCTC - 100% ⁴	FY22 Annual Costs	FY22 Estimated Contingency	FY23 Annual Costs	FY23 Estimated Contingency	FY24 Annual Costs	FY24 Estimated Contingency	Total Annual Costs	Total Contingency	Total Contract Not-to-Exceed
LACMTA	9,816,605	54.92%	69.92%	0.00%	0.00%	\$149,438	\$7,666.67	\$156,910	\$7,666.67	\$164,756	\$7,666.67	\$471,105	\$23,000	\$494,105
OCTA	3,010,232	16.84%	0.00%	0.00%	0.00%	\$38,847	\$5,000.00	\$40,790	\$5,000.00	\$42,829	\$5,000.00	\$122,466	\$15,000	\$137,466
RCTC	2,189,641	12.25%	15.59%	50.00%	100.00%	\$64,309	\$6,000.00	\$50,798	\$6,000.00	\$53,338	\$6,000.00	\$168,444	\$18,000	\$186,444
SBCTA	2,035,210	11.38%	14.49%	50.00%	0.00%	\$40,534	\$6,000.00	\$32,525	\$6,000.00	\$34,151	\$6,000.00	\$107,209	\$18,000	\$125,209
VBCTC	823,318	4.61%	0.00%	0.00%	0.00%	\$10,625	\$333.33	\$11,156	\$333.33	\$11,714	\$333.33	\$33,495	\$1,000	\$34,495
Totals:	17,877,006	100.00%	100.00%	100.00%	100.00%	\$303,753	\$25,000	\$292,179	\$25,000	\$306,787	\$25,000	\$902,719	\$75,000	\$977,719

¹ Modules funded by all Parties, refer to the 5-Way Split in the above chart.

² Modules funded by LACMTA, RCTC and SBCTA, refer to the 3-Way Split in the above chart.

³ Regional Consolidated Database is funded by RCTC and SBCTA equally 50%/50%, refer to the 2-Way Split in the above chart.

⁴ Vanpool is funded by RCTC 100%.

CONTINGENCY FUNDS

An additional \$75,000 in contingency funds is available to the Parties under the Software Agreement for modifications or enhancements to any portion of the Regional Rideshare Software. Additional funds have been added to each Party's not-to-exceed amount as identified in the table below and in Section 3 of the AGREEMENT to allow for contingency release as requested by any Party(s). As outlined in the AGREEMENT Section 10, the requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared by population share of the participating Party(s) or as otherwise agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA. For budgeting purposes, Contingency has been estimated for each Fiscal Year, although the amounts may be adjusted across the Fiscal Years upon a Party's request as long as the Total Contingency and Contract amounts are not exceeded.

General Contract Information

Contract No: 19-1002203 Amendment No.: 1Contract Class: Payable Department: TransitVendor No.: 03325 Vendor Name: Trapeze Software GroupDescription: Regional Rideshare SoftwareList Any Related Contract Nos.: 21-1002572

Dollar Amount			
Original Contract	\$	350,000.00	Original Contingency \$ -
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	707,159.00	Current Amendment \$ -
Total/Revised Contract Value	\$	1,057,159.00	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ 1,057,159.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget AdjustmentLocal Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date:				7/31/2019		Expiration Date:		6/30/2022		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	\$	1,057,159.00	\$	-
GL:	4180	30	0314	0320	52001	41100000		MSI Valley TMS		123,249.62		-
GL:	4280	30	0314	0320	52001	41100000		MSI Victor Valley TMS		30,812.41		-
GL:	6010	30	0314	0320	52001	42902010		RCTC		48,086.97		-
GL:	6010	30	0314	0320	52001	42902011		RCTC		2,500.00		-
GL:	6010	30	0314	0320	52001	42902012		RCTC		186,444.00		-
GL:	6010	30	0314	0320	52001	42904004		LACMTA		494,105.00		-
GL:	6010	30	0314	0320	52001	42901004		OCTA		137,466.00		-
GL:	6010	30	0314	0320	52001	42909019		VCTC		34,495.00		-
GL:										-		-
GL:										-		-

Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 1 TO CONTRACT NO. 19-1002203

FOR

**REGIONAL RIDESHARE AND VANPOOL PROGRAM ONLINE SYSTEM
(TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES)**

This Amendment No. 1 to Contract No. 19-1002203 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA” or “Licensee”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc. dba TripSpark Technologies (“CONSULTANT” or “TripSpark”), whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS

- A. The parties entered into Contract No. 19-1002203 (“Contract”) on September 5, 2019, setting forth the terms and conditions for Regional Rideshare and Vanpool Program Online System; and
- B. SBCTA and CONSULTANT desire to incorporate the rideshare database systems of Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Orange County Transportation Authority (“OCTA”) and Ventura County Transportation Commission (“VCTC”) into the Regional Rideshare Online System (“Software”); and
- C. CONSULTANT desires to permit SBCTA the right to add LACMTA, OCTA and VCTC as sublicensees (“Sublicensees”) of the Software pursuant to the Contract; and
- D. SBCTA and CONSULTANT desire to update insurance requirements.

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

- 1. CONSULTANT permits SBCTA to allow Sublicensees’ access to the Software products identified in Exhibit A-1, attached hereto and incorporated herein, subject to the Software operational metric use restrictions as identified in Exhibit A, “License,” to Attachment 1 to the Contract, and strictly in accordance with the Contract, limited for use by Sublicensees for their internal business purposes only.
- 2. CONSULTANT AND SBCTA acknowledge and agree CONSULTANT shall not provide any implementation Services as a result of Sublicensees’ access pursuant to Section 1 above.
- 3. SBCTA agrees and represents to CONSULTANT that the Sublicensees shall comply with the terms and conditions of the Contract, and strictly in accordance with the use restrictions as identified under Attachment 1 of the Contract.

Attachment: 19-1002203-1 (7404 : Approval of Regional Rideshare Program Contracts)

4. With the exception of TripSpark providing direct Software maintenance support to the Sublicensees for the Software products identified in Exhibit A-1, attached hereto, SBCTA acknowledges and agrees TripSpark shall have no other obligations or liability to Sublicensees pursuant to the Contract or otherwise.
5. SBCTA acknowledges and agrees it shall be liable to CONSULTANT for Sublicensees' breach of any of the terms and conditions of the Contract.
6. As a result of Sublicensees' Software access pursuant to Section 1 above, SBCTA shall pay the fees identified in Exhibit B.1, "Cost Proposal Form," to Attachment 1 to the Contract. Exhibit B.1, "Cost Proposal Form," attached hereto, is added to Exhibit B to Attachment 1.
7. ARTICLE 3. COMPENSATION, Section 3.2 is deleted in its entirety and replaced with the following:

"The total Contract Not-To-Exceed Amount is One Million Fifty-Seven Thousand One Hundred Fifty-Nine Dollars (\$1,057,159), as identified under Exhibit B.1 to Attachment 1 to the Contract, (Software License and Maintenance Agreement). All Work provided under this Contract is to be performed as set forth in Exhibit C, "Scope of Work," to Attachment 1 and shall be reimbursed pursuant to Exhibit B.1, "Price Form," to Attachment 1. The rates identified in Exhibit 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 Exhibit B.1. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the State Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B.1 or agreed to and approved by SBCTA as required under this Contract."
8. ARTICLE 21 GENERAL PROVISIONS, Sections 21.1.3 and 21.1.4 are amended as follows:
 - a. The per occurrence limit amount of Commercial General Liability coverage in Section 21.1.3 shall be \$1 million.
 - b. The umbrella or excess liability amount for any project with a Contract Value of \$25,000,000 or less in Section 21.1.4 shall be \$6,000,000.
 - c. ARTICLE 21.2 GENERAL PROVISIONS, Section 21.2.1 Qualifications of Insurance Carriers is deleted in its entirety and replaced with the following:

"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."

- d. ARTICLE 21.2 GENERAL PROVISIONS, Section 21.2.2 Additional Insurance Coverage is deleted in its entirety and replaced with the following:

“All policies, except those for Workers’ Compensation, Professional Liability insurance, and Cyber Liability, 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 their 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.”

- e. ARTICLE 21.2 GENERAL PROVISIONS, Section 21.2.4 Deductibles is deleted in its entirety and replaced with the following:

“Deductibles or Self-Insured Retention: Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and any self-insured retention 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. 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 \$500,000 per occurrence or claim under the insurance required of CONSULTANT. Furthermore, self-insured retention is allowed for the following policies: 1) Network and Privacy Insurance and Professional Liability in an amount not to exceed \$1,000,000 per occurrence, loss or claim and Commercial General Liability in an amount not to exceed \$25,000 per occurrence, loss or claim.”

9. The Recitals set forth above are incorporated herein by this reference.
10. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
11. This Amendment No. 1 is effective upon execution by SBCTA.

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

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

TRAPEZE SOFTWARE GROUP, INC.

By: _____
Tom Cooper
Director of Finance

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Attachment: 19-1002203-1 (7404 : Approval of Regional Rideshare Program Contracts)

Exhibit A-1

Additional Sublicensee Software Access

LACMTA

- RidePro Admin
- RidePro Web
- RidePro Trip
- RidePro AVR
- RidePro Incentives

OCTA

- RidePro Admin
- RidePro Web
- RidePro Trip
- RidePro AVR

VCTC

- RidePro Admin
- RidePro Web
- RidePro Trip
- RidePro AVR

Exhibit B-1

Exhibit B - Cost Proposal Form**RCTC/SBCTA License & Implementation**

Description	Project Administration	RidePro Admin (License Expansion)	RidePro Web (license expansion)	RidePro Pool Management (license expansion)	RidePro Maintenance Monitoring (license expansion)	RidePro AVR (new module)	RidePro Trip (new module)	RidePro Sisense (1 additional developer)	RidePro Incentives (new module)	Total
License/Hardware Fees	\$0	\$62,225	\$79,059	\$29,525	\$12,674	\$50,936	\$58,706	\$0	\$58,706	\$351,829
Discount	\$0	-\$62,225	-\$79,059	-\$29,525	-\$12,674	-\$50,936	-\$58,706	\$0	-\$58,706	-\$351,829
Implementation Service	\$22,000	\$6,875	\$37,188	\$7,500	\$0	\$5,625	\$938	\$2,500	\$13,125	\$95,750
Expense	\$1,700	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$6,200
Total	\$23,700	\$6,875	\$41,688	\$7,500	\$0	\$5,625	\$938	\$2,500	\$13,125	\$101,950

Annual Maintenance & Hosting*(July 1, 2021 - June 30, 2024)*

Fiscal Year	County	RidePro Licenses ¹	RidePro Maintenance ¹	RidePro Incentives Maintenance ²	RidePro Hosting ¹	RidePro Incentives Hosting ²	SiSense Reporting Services ¹	Email Services ¹	Vanpool ³	Total Costs
FY 22	LACMTA	\$0	\$89,920	\$17,872	\$18,782	\$4,856	\$17,204	\$804	\$0	\$149,438
FY 22	OCTA	\$0	\$27,568	\$0	\$5,758	\$0	\$5,275	\$247	\$0	\$38,847
FY 22	RCTC	\$0	\$20,053	\$3,986	\$4,188	\$1,083	\$3,837	\$179	\$15,053	\$48,379
FY 22	SBCTA	\$0	\$18,639	\$3,705	\$3,893	\$1,007	\$3,566	\$167	\$0	\$30,976
FY 22	VCTC	\$0	\$7,540	\$0	\$1,575	\$0	\$1,443	\$67	\$0	\$10,625
FY 22 Totals		\$0	\$163,720	\$25,562	\$34,196	\$6,946	\$31,324	\$1,464	\$15,053	\$278,266
FY 23	LACMTA	\$0	\$94,416	\$18,766	\$19,721	\$5,099	\$18,064	\$845	\$0	\$156,910
FY 23	OCTA	\$0	\$28,947	\$0	\$6,046	\$0	\$5,538	\$259	\$0	\$40,790
FY 23	RCTC	\$0	\$21,056	\$4,185	\$4,398	\$1,137	\$4,029	\$188	\$15,805	\$50,798
FY 23	SBCTA	\$0	\$19,571	\$3,890	\$4,088	\$1,057	\$3,744	\$175	\$0	\$32,525
FY 23	VCTC	\$0	\$7,917	\$0	\$1,654	\$0	\$1,515	\$71	\$0	\$11,156
FY 23 Totals		\$0	\$171,906	\$26,841	\$35,906	\$7,293	\$32,890	\$1,538	\$15,805	\$292,179
FY 24	LACMTA	\$0	\$99,137	\$19,704	\$20,707	\$5,354	\$18,968	\$887	\$0	\$164,756
FY 24	OCTA	\$0	\$30,394	\$0	\$6,348	\$0	\$5,815	\$272	\$0	\$42,829
FY 24	RCTC	\$0	\$22,108	\$4,394	\$4,618	\$1,194	\$4,230	\$198	\$16,596	\$53,338
FY 24	SBCTA	\$0	\$20,549	\$4,084	\$4,292	\$1,110	\$3,932	\$184	\$0	\$34,151
FY 24	VCTC	\$0	\$8,313	\$0	\$1,736	\$0	\$1,590	\$74	\$0	\$11,714
FY 24 Totals		\$0	\$180,501	\$28,183	\$37,701	\$7,658	\$34,535	\$1,615	\$16,596	\$306,787
3-year Subtotals:		\$0	\$516,127	\$80,586	\$107,803	\$21,896	\$98,749	\$4,617	\$47,454	\$877,232

Summary

County Split:	Implementation + ODC's	FY22 Costs	FY23 Costs	FY24 Costs	FY 22-24 Contingency	Total Costs
LACMTA	\$0.00	\$149,438.46	\$156,910.39	\$164,755.74	\$23,000.00	\$494,104.60
OCTA	\$0.00	\$38,847.38	\$40,789.75	\$42,829.18	\$15,000.00	\$137,466.31
RCTC	\$66,516.64	\$48,378.91	\$50,797.86	\$53,337.71	\$18,000.00	\$237,031.13
SBCTA	\$38,409.99	\$30,975.75	\$32,524.54	\$34,150.73	\$18,000.00	\$154,061.00
VCTC	\$0.00	\$10,625.01	\$11,156.26	\$11,714.06	\$1,000.00	\$34,495.33
Totals:	\$104,926.63	\$278,265.51	\$292,178.79	\$306,787.43	\$75,000.00	\$1,057,158.37

*Summary table for SBCTA's internal use. For purposes of this Contract, the Contingency amounts assigned to the agencies as shown in the table above are estimates only and can be adjusted by SBCTA per a separate contract between the agencies.

CONTINGENCY:

\$75,000 contingency for modifications or enhancements is available and can only be used to pay for project work upon express written authorization by SBCTA pursuant to a mutually agreed upon work order.

ASSUMPTIONS:

- Taxes, if applicable, are not included.
- RidePro Sisense is a third party licensed service.
- RidePro Software to be configured to recognize service areas of vanpool services of SBCTA and Sublicensee, pursuant to Exhibit C “Statement of Work.” Prequalification and subsidy application processes will recognize geographic boundaries of other programs, and refer applicants to the other programs when geographically qualifying for them.
- Generic Software modules provided in base price. No additional software customizations are known to be required at this time. Software customizations can incur additional fees, which would be funded via implementation contingency upon SBCTA authorization.
- Existing web site branding of www.RideTheLoop.com will be retained, with existing functionality.
- Project Introduction/Operational review would be conducted via webinar.
- Software license would be limited to use by the public within client's service region.
- Software and Database installation will be on TripSpark provided servers.
- Services do include configuration of mobile apps for iPhone or Android, for each of www.ridetheloop.com, vanclub.net, iecommute.org.
- Implementation Contingency can only be used to pay for project work upon express written authorization by SBCTA.
- Long term Software Maintenance Support fees, Hosting Service fees and Third Party Sisense fees will cover both SBCTA and Sublicensees for the corresponding annual periods identified above only. For all future annual renewal periods subsequent to the June 30, 2024 expiry date, pricing will be subject to prevailing TripSpark pricing.
- Services presume that Sublicensees will utilize same operating procedures as SBCTA. TripSpark will provide standard Services. Should Services beyond those enumerated in Exhibit C “Statement of Work” are requested by Licensee, Services will be billed at the current daily 2021 rate of \$1,300 US per day. All future yearly rates are subject to TripSpark’s then prevailing pricing.

PAYMENT SCHEDULE:

- 1) \$76,462.51 of RCTC/SBCTA License & Implementation Fee has already been paid by SBCTA to TripSpark as of the effective date of this Amendment No. 1 including an additional \$476.63 in applicable taxes and \$2,500 contingency.
- 2) \$22,786.69 of RCTC/SBCTA License & Implementation Fee due upon execution of Amendment No. 1.
- 3) \$2,700.80 of RCTC/SBCTA License & Implementation Fee due upon Regional Rideshare Database Merger Services Completion pursuant to Exhibit C-Statement of Work.
- 4) 100% of Annual maintenance fees, Third-Party Sisense Services fees, and Hosting fees billed annually on the annual renewal date of July 1. Effective July 1, 2024, all future annual Software maintenance fees, Third-Party Sisense Services fees and Hosting Services fees shall be subject to the TripSpark's then prevailing pricing.

Contract Summary Sheet

7.h

General Contract Information

Contract No: 20-1002371 Amendment No.: 1
 Contract Class: Payable Department: Transit
 Vendor No.: 01768 Vendor Name: Riverside County Transportation Commission
 Description: Rideshare Program Implementation Services

Dollar Amount							
Original Contract		\$	2,400,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	2,400,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	2,400,000.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment
Federal/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date:				<u>7/1/2020</u>		Expiration Date:		<u>6/30/2022</u>		Revised Expiration Date:			
NHS:		<u>N/A</u>		OMP/QAP:		<u>N/A</u>		Prevailing Wage:		<u>N/A</u>			
										Total Contract Funding:		Total Contingency:	
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	2,400,000.00	\$	-	
GL:	4180	30	0314	0320	52001	41100000		MSI Valley TMS		320,000.00		-	
GL:	4280	30	0314	0320	52001	41100000		MSI Victor Valley TMS		80,000.00		-	
GL:	2020	30	0314	0320	52001	42102028		CMAQ		1,500,000.00		-	
GL:	2020	30	0314	0320	52001	42102029		CMAQ		472,294.69		-	
GL:	2020	30	0314	0320	52001	42102026		CMAQ		27,705.31		-	
GL:										-		-	
GL:										-		-	
GL:										-		-	
GL:										-		-	
GL:										-		-	

Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 20-1002371 - RCTC (7404 : Approval of Regional Rideshare Program Contracts)

General Contract Information

Contract No: 20-1002371 Amendment No.: 1

Contract Class: Receivable Department: Transit

Customer ID: _____ Customer Name: Riverside County Transportation Commission

Description: Rideshare Program Implementation Services

List Any Accounts Payable Related Contract Nos.: 19-1002203

Dollar Amount							
Original Contract		\$	200,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	(197,500.00)	Current Amendment		\$	-
Total/Revised Contract Value		\$	2,500.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	2,500.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

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

Accounts Receivable																																																																																				
Total Contract Funding:		\$		2,500.00		Funding Agreement No:		20-1002371																																																																												
Beginning POP Date:		7/1/2020		Ending POP Date:		6/30/2022		Final Billing Date:		N/A																																																																										
Expiration Date:		6/30/2022																																																																																		
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Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:
\$48,087.00 billed to 6010.30.0314.0320.42902010 under contract 19-1002204

Attachment: CSS - 20-1002371 RCTC AR (7404 : Approval of Regional Rideshare Program Contracts)

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 20-1002371**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION****FOR****THE PROVISION OF RIDESHARE
PROGRAM IMPLEMENTATION**

This Amendment No. 1 to Cooperative Agreement (“Amendment No. 1”) is made and entered into as of July 1, 2021 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 Riverside County Transportation Commission (“RCTC”), located at 4080 Lemon St, Riverside, California 92501. SBCTA and RCTC are each a “Party” and collectively the “Parties”.

RECITALS:

- A. **WHEREAS**, The Parties entered into a Cooperative Agreement dated July 1, 2020 for the Provision of Rideshare and Vanpool Program Implementation and Software (“Cooperative Agreement”); and
- B. **WHEREAS**, The Parties desire to reduce the provision of rideshare and vanpool software from the Cooperative Agreement, the balance of which will be transferred to a new five (5)-county regional rideshare software agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), RCTC, SBCTA and Ventura County Transportation Commission (VCTC); and
- C. **WHEREAS**, The Parties operate a bi-county Rideshare program (“PROJECT”) which provides services and support for each Party’s respective Transit and/or Multi-modal programs (“RIDESHARE AND MULTI-MODAL PROGRAMS ”); and
- D. **WHEREAS**, The Parties desire to add miscellaneous rideshare and multi-modal services required for maintaining and improving the Parties’ RIDESHARE AND MULTI-MODAL PROGRAMS to this agreement, which are either costs shared by RCTC and SBCTA or administered by RCTC on behalf of SBCTA; and
- E. **WHEREAS**, RCTC will engage and has the necessary resources to manage contractors providing miscellaneous rideshare and multi-modal services (“MISCELLANEOUS SERVICE CONTRACTORS”).

NOW THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and RCTC agree to amend the Cooperative Agreement as follows:

1. Capitalized terms used in the Cooperative Agreement and also set forth in the Recitals to this Amendment No. 1 shall have the meaning as set forth in this Amendment No. 1. Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Cooperative Agreement.
2. Attachment 1 – Software License and Maintenance Agreement is deleted in its entirety.

3. Exhibit B – SBCTA SOFTWARE CONTRACTOR is replaced with Exhibit B.1.
4. ARTICLE 2. COMPENSATION, Subsection 2.3.2 is deleted in its entirety and replaced with the following:

“2.3.2 That RCTC’s total obligation to SBCTA shall not exceed Two Thousand Five Hundred Dollars (\$2,500), for the services rendered through the SOFTWARE CONTRACTOR.”
5. ARTICLE 4. INDEMNIFICATION AND INSURANCE, Subsection 4.2 is deleted in its entirety and replaced with the following:

“4.2 Without in any way affecting the indemnity provisions identified in this Agreement, RCTC shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Agreement and shall be written with at least the following limits of liability:

4.2.1 Professional Liability - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. RCTC shall secure and maintain this insurance or “tail” coverage provided throughout the term of this Agreement and for a minimum of three (3) years after Agreement completion.

4.2.2 Workers' Compensation - Workers’ Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of the respective Party and all risks to such persons under this Agreement.

4.2.3 Commercial General Liability - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.

4.2.4 Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

4.2.5 Network and Privacy Insurance – RCTC shall carry, or shall cause its contractors to carry, Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and the other Party from the following exposures relating to RCTC or any of their contractors performance under the Agreement:

- (i) the theft, dissemination and/or unauthorized disclosure or use of Confidential Information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, RCTC or their contractors shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, RCTC or their contractors shall maintain such insurance for an additional period of three years following the end of the applicable Term.

4.2.6 Proof of Coverage – RCTC shall furnish certificates of insurance to SBCTA evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include SBCTA as an additional insured on all insurances except Workers' Compensation and Professional Liability. Prior to commencing any work, RCTC shall furnish SBCTA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, RCTC will provide 30 days' notice of such cancellation or nonrenewal to SBCTA. If RCTC's policy is cancelled for nonpayment of premium, RCTC shall provide SBCTA ten (10) days' notice. RCTC shall maintain such insurance from the time RCTC commences performance of services hereunder until the completion of such Services. All certificates of insurance are to include the contract number and Project Manager's name.

4.2.7 Additional Insured - All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming SBCTA and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out to the performance of Services hereunder. 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.

4.2.8 Waiver of Subrogation Rights – RCTC shall require the carriers of the above required coverages to waive all rights of subrogation against SBCTA, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit RCTC or its contractors, employees or agents from waiving the right of subrogation prior to a loss or claim. RCTC hereby waives all rights of subrogation against SBCTA.

4.2.9 All policies required to be carried by RCTC herein are to be primary and non-contributory with any insurance carried or administered by SBCTA.

4.2.10 Certificates/Insurer Rating/Cancellation Notice -

(i) RCTC shall maintain and shall require their contractors to maintain such insurance from the time the PROJECT commences until the PROJECT is completed, except as may be otherwise required by this Section.

(ii) RCTC may legally self-insure, but shall require their contractors to place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(iii) RCTC and their consultants shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the PROJECT.”

6. ARTICLE 7. CONFIDENTIAL INFORMATION/NON-DISCLOSURE, Subsections 7.1, 7.2, 7.3 7.4 and 7.5 are deleted in their entirety and replaced with the following:

“7.1 Confidential Information. “Confidential Information” shall include: all data or information accessible in connection with the PROJECT; all personal information of PROJECT participants, including but not limited to a participant’s residence address, employment address or hours of employment used for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs and subject to California Penal Code Section 637.6, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the PROJECT designated, from time to time, in writing by the Parties as Confidential Information.

7.2 Non-Disclosure. Except as required by law, both Parties shall hold the Confidential Information in confidence, shall take reasonable precaution to protect and keep the Confidential Information confidential, shall not disclose the Confidential Information to any person or party not specifically authorized in writing by the affected Party to receive the Confidential Information, and shall not use the Confidential Information for any purpose other than as necessary to operate the PROJECT. Further, neither Party shall disclose a participant’s personal information, including but not limited to a participant’s residence address, employment address or hours of employment, used for the purpose of assisting private entities in the establishment or implementation of ridesharing programs, to any other person or use such information for purposes other than as necessary to operate the PROJECT, without the prior written consent of the participant, as required by California Penal Code section 637.6. Parties shall limit access to the Confidential Information only to individuals who are directly involved in operation of the PROJECT, and shall further ensure that such individuals are legally bound to maintain the confidentiality of the Confidential Information on substantially the same terms as set forth herein. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) becomes, through no act or fault of the recipient, publicly known, b) received by recipient from a third party without a restriction on disclosure or use, (c) independently developed by recipient without reference to the Confidential Information, or (d) is required by law, or process of law, to be disclosed.

7.3 Expiration. Immediately upon (a) the expiration or termination of this Agreement, or (b) a request by a Party, the other Party shall turn over to requesting Party all Confidential Information of or directly pertaining to the requesting Party, as identified in Article 6.1, and all documents or media containing any such Confidential Information, and any and all copies or extracts thereof, except that each Party’s legal counsel may retain one copy of all Confidential Information in its office solely for archival legal purposes. The foregoing shall not be interpreted to require the Parties to remove Confidential Information stemming from PROJECT databases to which each Party may be entitled a copy, nor to cease use of such information on termination of this Agreement, provided that such use is for operation of the Rideshare Program.

The Parties recognize that, pursuant to this provision, a Party may request copies of or export files from PROJECT databases containing Confidential Information of commuters and employers participating in the PROJECT. The requesting Party shall be solely responsible for maintaining the confidentiality and security of such data, and shall indemnify the other Party, pursuant to Article 6.1 of this Agreement, for any claims arising out of use or retention of such data.”

- 7.4 Key Personnel. The Parties shall designate key personnel (“Key Personnel”) requiring access to the RIDESHARE AND MULTI-MODAL PROGRAMS. Key Personnel shall use Confidential Information only and strictly for the operation of the PROJECT, and shall not disclose or share such Confidential Information, whether or not employed or in any way associated with either Party, who has not been specifically approved in writing to receive such Confidential Information.
- 7.5 Non-Disclosure and Confidentiality Agreement. To protect Confidential Information, each Party shall require each of its Key Personnel to execute a Non-Disclosure and Confidentiality Agreement substantially in the form of Exhibit D, attached hereto and incorporated by this reference. Each Party shall provide the other Party a signed Non-Disclosure and Confidentiality Agreement for each Key Personnel designated below or designated from time-to-time by SBCTA’s or RCTC’s Executive Director or designee, respectively, prior to the Parties’ disclosure of any log-in information or other Confidential Information to such Key Personnel. SBCTA and RCTC, respectively, designate the following individuals as Key Personnel requiring access to the PROJECT:

SBCTA	RCTC
Nicole Soto, Mobility Analyst	Brian Cunanan, Program Manager
Nancy Strickert, Transit Manager	Ariel Alcon Tapia, Sr. Management Analyst

MISCELLANEOUS PROVISIONS TO AMENDMENT NO. 1

7. The Recitals set forth above are incorporated herein by this reference.
8. Except as amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.
9. This Amendment No. 1 is effective upon execution by the Parties.
10. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.
11. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

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

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Anne Mayer,
Executive Officer

Date: _____

APPROVED AS TO FORM

By: _____
Best, Best & Krieger, LLP,
General Counsel

Date: _____

Attachment: 20-1002371-1 (7404 : Approval of Regional Rideshare Program Contracts)

General Contract Information

Contract No: 21-1002573 Amendment No.: _____

Contract Class: Payable Department: Transit

Vendor No.: Multiple Vendor Name: LACMTA, OCTA, RCTC and VCTC

Description: Regional Rideshare Consolidated Database

List Any Related Contract Nos.: 21-1002572

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: 7/7/2021 Committee Item #

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? N/A N/A

Zero Dollar MOU/COOP/JPA

Accounts Payable

Estimated Start Date: 7/7/2021 Expiration Date: 12/31/2039 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									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-

Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 21-1002753 Regional Consolidated Database MOU (7404 : Approval of Regional Rideshare Program Contracts)

**REGIONAL RIDESHARE CONSOLIDATED DATABASE PROJECT
MEMORANDUM OF UNDERSTANDING NO. 21-1002573**

This MOU is entered into between LACMTA, OCTA, RCTC, SBCTA and VCTC for the Regional Rideshare Consolidated Database Project (the “Project”).

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze, whereby Trapeze provides regional rideshare software to support a regional rideshare database.
2. **WHEREAS**, the Parties have entered into a Regional Rideshare Software Agreement.
3. **WHEREAS**, the Parties desire to enter into this MOU as part of the effort to merge the regional rideshare databases allowing for a Consolidated Database and establish the roles and responsibilities of the Parties for the Project.
4. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project through its Contract with Trapeze on the terms and conditions contained herein;

NOW, THEREFORE, the parties to this MOU agree to the following terms and procedures:

1. DEFINITIONS

- A. **Commuter Account Data** - Data related to rideshare participants including, but not limited to, PII
- B. **Confidential Information** - Log-in information and all Software, Data and PII
- C. **Consolidated Database** - 5-county regional rideshare database
- D. **Employer Data** - Data related to employer participants in any Party’s rideshare program
- E. **ETC** - Employer Transportation Coordinator
- F. **Initial Term** - Effective as of the date signed by all Parties through July 31, 2021
- G. **Key Personnel** - Designated by the Parties and authorized to access the Consolidated Database
- H. **LACMTA** - Los Angeles County Metropolitan Transportation Authority
- I. **MOU** - Memorandum of Understanding
- J. **OCTA** - Orange County Transportation Authority
- K. **Parties** - LACTMA, OCTA, RCTC, SBCTA and VCTC collectively
- L. **Party** - LACTMA, OCTA, RCTC, SBCTA and VCTC individually
- M. **PII** - Personally Identifiable Information of rideshare participants, including names, phone numbers, home address, employer and work address, email addresses, and any other information that could be used to identify a person
- N. **Primary county rideshare service provider for commuters** – Assigned by commuter home destination
- O. **Primary county rideshare service provider for employers** – Assigned by employer work destination
- P. **RCTC** - Riverside County Transportation Commission

- Q. **Regional Rideshare Software Agreement** - Agreement No. 21-1002572 for SBCTA's provision of the regional rideshare software on behalf of LACMTA, OCTA, RCTC and VCTC.
- R. **Regional rideshare software** - Services and licenses software to support a regional rideshare database
- S. **Renewal Term(s)** - Additional one year periods following the Initial Term
- T. **Rideshare service provider** - For employers with multiple sites, the location of the applicable ETC or employer's headquarters dictate which Party is the rideshare service provider
- U. **SBCTA** - San Bernardino County Transportation Authority
- V. **The Project** - Implementation and operation of the Consolidated Database
- W. **Trapeze** - Trapeze Software Group, Inc.
- X. **VCTC** - Ventura County Transportation Commission

2. SCOPE OF SERVICES

- A. SBCTA shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, necessary to fully and adequately perform the merger of the two existing rideshare databases. SBCTA will perform the merger at no cost to LACMTA, VCTC or OCTA. RCTC will share in certain costs related to the Project, as per the Regional Rideshare Software Agreement related to such cost sharing.
- B. Once the merger of the databases has been completed, the Parties agree to participate in quarterly meetings to ensure program continuity and agreed upon software changes and updates to ensure mutually beneficial upgrades for all Parties. Additional meetings can be requested by the Parties as needed.

3. TERM

The Agreement shall be effective as of the date signed by all Parties. Upon expiration of the Initial Term the **MOU** shall automatically renew for additional Renewal Terms. Any Party may withdraw from the MOU at any time by providing the other Parties with written notice of such withdrawal 30 days prior to such withdrawal. Subject to such withdrawal, the Parties shall retain data as identified in Section 8, Ownership of Materials/Equipment/Confidentiality/Use of Data.

4. DEFAULT

A Default under this MOU is defined as any one or more of the following: (i) A Party fails to comply with the terms and conditions contained herein; or (ii) A Party fails to perform its obligations set forth in this MOU.

5. REMEDIES

Any Party that fails to comply with its obligations regarding access to the Consolidated Database, or use and maintenance of PII and other confidential information, as defined below, following written notice of such Default, shall be immediately restricted from access to the Consolidated Database until the Parties agree on and implement a plan for correction. The Parties shall not unreasonably withhold approval of such plan.

In the event of a Default by any Party not addressed as set forth above, any non-Defaulting party(s) shall provide written notice of such Default to the party in Default providing a 30-day period to cure the Default. In the event the Defaulting party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting party(s), such non-Defaulting party(s) may terminate their participation in the MOU. The remedies described herein are non-exclusive. The Parties have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

6. INDEMNITY

No Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by any other Party, or such other Party's contractors, sub-contractors, and/or its agents under or in connection with any activity covered by this MOU. It is understood and agreed that each Party, to the extent permitted by law, will defend, indemnify, and save harmless all other Parties and all of their respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, or other theories and assertions of liability occurring by reason of: (i) the indemnifying Party's breach of any obligations under this MOU; or (ii) any negligent act, omission or willful misconduct of the indemnifying Party, or its officers, agents, employees, contractors or subcontractors in connection with the Project; or (iii) use or storage of any data accessed through the Consolidated Database contrary to the provisions of this MOU.

7. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE

- A. Software Licensing for the computer software and products required under this MOU shall be in accordance with the Regional Rideshare Software Agreement, the provisions of which shall control over the terms of this MOU. For the purposes of this MOU, the below terms are defined as follows:
 1. Software: The software programs and products developed or to be developed and delivered to the Parties under the Regional Rideshare Software Agreement.
 2. Data: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or which is or has been generated, collected, analyzed, created, prepared or developed by Trapeze, or its respective subcontractors for the performance of the Project, which is used by the Parties for the Project.

B. The following rules shall apply to all Data:

1. The Parties shall hold the Data in confidence, shall use and disclose Data only as expressly authorized in the Regional Rideshare Software Agreement, herein, and only to its employees, agents or sub licensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, or as required by law, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.
2. The Parties shall not sell, license or otherwise transfer any interest in the Data or other materials in some manner developed for utilization in the Program, without the prior written permission of each Party's Executive Officer or designee.

C. Notwithstanding the foregoing, rideshare participant data, including PII, may be used and disclosed without prior written permission for ridesharing and ridematching purposes in accordance with each respective Party's rideshare program, and the requirements herein. Such data and PII is knowingly and voluntarily provided by participants for purposes of ridesharing and ridematching.

8. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software and materials shall be in accordance with the Regional Rideshare Software Agreement.
- B. Use of Data. As a user of the Consolidated Database, Data is accessible to the Parties in electronic media as outlined in the Regional Rideshare Software Agreement. Subject to the limits below, Data is accessible 24 hours, 7 days a week to all Parties to input, use, access and manipulate the Data to prepare reports and perform other ridematching functions contemplated by this MOU, or part of a Party's rideshare program. If electronic access to Data is interrupted for a Party(s), Data owned by the Party(s) as outlined below shall be provided upon availability to the Party(s) but no later than 30 days after a written email request has been made to SBCTA or, at the direction of SBCTA, to Trapeze. All Data shall be delivered electronically in electronic media format.

It is the intent of the Parties that Commuter Account Data and Employer Data be accessible as detailed above, subject to the following:

1. A Party shall have access to and shall have non-exclusive ownership of any:
 - i. Commuter Account Data for commuters originating in the county of that Party, regardless of the commuter's destination.
 - ii. Commuter Account Data for commuters destined for an employer in the county of that Party, regardless of the home address of the commuter.
 - iii. All Employer Data for employers located within the county of that Party.
 - iv. All Employer Data for employers with commuter accounts originating in the county of the Party.

Upon expiration or termination of this MOU, each Party shall have the right to retain files associated with the Party, as detailed above, including PII, on the condition that any Party exercising this right shall be solely responsible for maintaining the confidentiality and security of such PII.

- C. Maintenance of Data. The Parties agree to cooperatively develop standard operating procedures which address data maintenance, such as but not limited to, unsubscribing, purging, deletion or modification of Commuter Account and Employer Data.

9. **SAFEGAUARDING PERSONALLY IDENTIFIABLE INFORMATION**

- A. The Parties acknowledge that the Data may include PII of rideshare participants. Furthermore, as is customary for this program, participants are not allowed to use their social security number and/or driver's license number, in whole or in part, as a personal identifier. Therefore, the PII in the Consolidated Database is not intended to contain social security or driver's license information.
- B. The Parties warrant and certify that they, and their third party contractors that administer or may assist in administering their rideshare programs, will only use PII for the operation and management of the Project or respective rideshare program, and will not sell or otherwise provide PII to any person or entity for any other purpose, and that they will observe security measures meeting reasonable industry standards. The Parties further warrant that they will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and their own respective agencies relating to the handling and confidentiality of PII and agree to, consistent with Section 6, Indemnification, indemnify any other Party against any loss, cost, damage or liability by reason of a Party's, or its third party contractor's, violation of this provision.
- C. Each Party shall immediately notify the other Parties when it discovers that there may have been a breach in security which has or may have resulted in compromise to the PII. For purposes of this section, immediately is defined as within two hours of discovery.

10. **KEY PERSONNEL**

Each Party shall designate in writing Key Personnel authorized to access the Consolidated Database. Key Personnel shall be granted log-in information to enable access to the Consolidated Database. Key Personnel shall use Confidential Information only for regional rideshare purposes and shall not otherwise disclose or share such log-in information, or any other Confidential Information, with any individual or party not authorized to access the Consolidated Database. Each Party shall share the name(s) of its Key Personnel with all other Party's on an annual basis.

Each Key Personnel shall execute a Non-Disclosure and Confidentiality Agreement, in a form to be agreed upon by the Parties, prior to accessing the Consolidated Database.

11. ASSIGNING “PRIMARY COUNTY RIDESHARE SERVICE PROVIDER”

- A. The Parties agree to utilize a home destination basis for assigning “primary county rideshare service provider” for commuters.
- B. The Parties agree to utilize a work destination basis for assigning “primary county rideshare service provider” for employers.
- C. For employers with multiple sites, the location of the applicable ETC or employer’s headquarters shall dictate which Party shall be considered the “rideshare service provider”.

12. OTHER TERMS AND CONDITIONS

- A. This MOU, along with its Attachments, constitutes the entire understanding among the Parties with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the Parties.
- B. In the event that there is any legal court (e.g., Superior Court of the State of California or the U.S. District Court for the Central District of California) proceeding between any two or more of the Parties to enforce or interpret this MOU, to protect or establish any rights or remedies hereunder, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorney’s fees.
- C. No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the others of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.
- D. No Party may assign this MOU, or any part thereof, without prior written approval of all other Parties, and any assignment without said consent shall be void and unenforceable.
- E. This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- F. The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.
- G. Notice will be given to the Parties at the address specified below, unless otherwise notified in writing of change of address.

- H. All rights and obligations hereunder that by their nature are to continue after any withdrawal from, expiration or termination of this MOU, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such withdrawal, expiration or termination.
- I. This MOU may be executed in counterparts, each of which shall constitute an original. A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature, provided such electronic signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.

-----*SIGNATURES ARE ON THE FOLLOWING PAGES*-----

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins Date
Chief Executive Officer

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
County Counsel

By: _____
Deputy Date

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Georgia Martinez
Department Manager,
Contracts and Procurement

_____ Date

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

_____ Date

Attachment: 21-1002573 (7404 : Approval of Regional Rideshare Program Contracts)

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
 Anne Mayer Date
 Executive Director

APPROVED AS TO FORM:

By: _____
 Best Best & Krieger, LLP Date

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
 Raymond W. Wolfe Date
 Executive Director

APPROVED AS TO FORM:

By: _____
 Julianna K. Tillquist Date
 General Counsel

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
 Darren Kettle Date
 Executive Director

APPROVED AS TO FORM:

By: Steven T. Mattas Date _____
Legal Counsel

Attachment: 21-1002573 (7404 : Approval of Regional Rideshare Program Contracts)

General Contract Information

Contract No: 17-1001683 Amendment No.: 3

Contract Class: Payable Department: Transit

Vendor No.: 03325 Vendor Name: Trapeze Software Group, Inc.

Description: Vanpool Program Online System

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	372,919.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	372,919.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	372,919.00

Contract Authorization

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

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ No Budget Adjustment _____

Federal _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date:			N/A			Expiration Date:			6/30/2022			Revised Expiration Date:					
NHS:			N/A			OMP/QAP:			N/A			Prevailing Wage:			N/A		
												Total Contract Funding:			Total Contingency:		
Fund		Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		\$	372,919.00		\$	-			
GL:	2122	15	0383	0000	56650	42107020		FTA 5307 - CMAQ			372,919.00			-			
GL:											-			-			
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Nicole Soto

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 17-1001683-3 Trapeze Vanpool [Revision 1] (7404 : Approval of Regional Rideshare Program Contracts)

AMENDMENT NO. 3 TO CONTRACT NO. 17-1001683

FOR

VANPOOL PROGRAM ONLINE SYSTEM

(TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES)

This Amendment No. 3 to Contract. No. 17-1001683 (referred to as “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 Trapeze Software Group, Inc. dba TripSpark Technologies (“CONSULTANT”) whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS

- A. On July 26, 2017, SBCTA and CONSULTANT entered into Contract No. 17-1001683 for Vanpool Program Online System; and
- B. On April 9, 2020, SBCTA and CONSULTANT exercised the first option year, extending the Contract Term through June 30, 2021; and
- C. On June __, 2021, SBCTA and CONSULTANT exercised the second option year, extending the Contract Term through June 30, 2022; and
- D. SBCTA and CONSULTANT desire to add two additional one-year Option Terms, for a maximum not-to-exceed term of June 30, 2024; and
- E. SBCTA and CONSULTANT desire to update insurance requirements.

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, Section 2.2 is deleted in its entirety and replaced with the following:

“2.2 SBCTA at its sole discretion may extend the original term of the Contract for four one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not extend beyond June 30, 2024.”
2. ARTICLE 21 GENERAL PROVISIONS, Sections 21.1.3 and 21.1.4 are amended as follows:
 - a. The per occurrence limit amount of Commercial General Liability coverage in Section 21.1.3 shall be \$1 million.
 - b. The umbrella or excess liability amount for any project with a Contract Value of \$25,000,000 or less in Section 21.1.4 shall be \$6,000,000.

- c. ARTICLE 21.2 GENERAL PROVISIONS, Section 21.2.1 Qualifications of Insurance Carriers is deleted in its entirety and replaced with the following:

“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.”

- d. ARTICLE 21.2 GENERAL PROVISIONS, Section 21.2.2 Additional Insurance Coverage is deleted in its entirety and replaced with the following:

“All policies, except those for Workers’ Compensation, Professional Liability insurance, Cyber Liability, 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 their 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.”

- e. ARTICLE 21.2 GENERAL PROVISIONS, Section 21.2.4 Deductibles is deleted in its entirety and replaced with the following:

“Deductibles or Self-Insured Retention: Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and any self-insured retention 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. 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 \$500,000 per occurrence or claim under the insurance required of CONSULTANT. Furthermore, self-insured retention is allowed for the following policies: 1) Network and Privacy Insurance and Professional Liability in an amount not to exceed \$1,000,000 per occurrence, loss or claim and Commercial General Liability in an amount not to exceed \$25,000 per occurrence, loss or claim.”

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 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.

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

Attachment: 17-1001683-3 (7404 : Approval of Regional Rideshare Program Contracts)

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

TRAPEZE SOFTWARE GROUP, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Tom Cooper
Director of Finance

Date: _____

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Attachment: 17-1001683-3 (7404 : Approval of Regional Rideshare Program Contracts)

Minute Action

AGENDA ITEM: 8

Date: June 10, 2021

Subject:

Public Transit-Human Services Transportation Coordination Plan for San Bernardino County

Recommendation:

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

- A. Receive and file a presentation from AMMA Transit Planning regarding the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County.
- B. Approve the Public Transit – Human Services Transportation Coordination Plan for San Bernardino County, 2021-2025.

Background:

The Public Transit-Human Services Transportation Coordination Plan is prepared in response to Federal statute, initially required in 2005, and re-authorized in the January 2016 legislation, PL 114-22 *Fixing America's Surface Transportation* (FAST) Act, relying on guidance previously developed in Federal Transit Administration (FTA) Circular 9070.1G. Termed the Coordinated Plan, it identifies and addresses transportation needs and gaps of seniors, persons with disabilities and persons of low-income. Through mobility goals, strategies and projects, it provides direction to numerous San Bernardino stakeholders including San Bernardino County Transportation Authority (SBCTA), the county's public transit providers, human service agencies, cities and the County of San Bernardino.

Besides a regulatory requirement, the Coordinated Plan is used to support projects that are trying to obtain funding through FTA Section 5310, which can provide capital and operating funds for senior and disabled projects as well as Omnitrans Measure I Regional Mobility Partnership (RMP) Program. Additionally, all applications that are submitted for this funding need to be either for projects identified in the coordinated plan or show how they comply with and meet the outlined strategies. Therefore stakeholder organizations must be creative and pro-active in developing strategic responses to the mobility concerns of San Bernardino County residents described in the Coordinated Plan.

The public outreach for the Coordinated Plan was different than previous plans as the outreach was conducted during the COVID-19 pandemic. This required AMMA Transit Planning, the consultant for this project, and SBCTA staff to find alternate methods to receive input.

During this process, more than 20 interviews were conducted by phone or via Zoom with agencies that serve individuals in the target population groups of older adults, persons with disabilities, persons with low income and other vulnerable and underserved populations. Additionally, an online survey was developed to quantify selected issues raised in stakeholder interviews. The e-survey link was widely promoted through SBCTA's website and social media, stakeholder agencies, including those interviewed and SBCTA's network of over 300 stakeholders, and San Bernardino transit operators.

Entity: San Bernardino County Transportation Authority

Through the outreach process, the following common themes were found among stakeholders:

- Transit users, pedestrians and cyclists are concerned about safety and infrastructure needs.
- There is a persistent challenge of long-distance trips across regions and county lines, particularly to access healthcare, services, and employment.
- There is limited awareness of transit availability and transit tools and information at individual and systems levels.
- Public transit is a vital service for target populations. It is critical that public transit continue to be funded and enhanced.
- Specialized transit serves unique and specialized trips that public transit cannot and should not serve. Specialized transit should continue to be enhanced and funded, with the focus being on building capacity and strengthening coordination.
- San Bernardino County includes hard-to-serve areas and pockets of needs.
- Programs subsidizing travel for low-income individuals, such as mileage reimbursement, subsidy programs and transit passes, are beneficial and should continue to be funded and enhanced.

From those themes, the following mobility goals were identified:

- **Goal 1 – Support Public Transportation Recovery and Growth, Ensuring Accessibility for those with the Greatest Need**
Public transportation is critical for mobility within and between communities for those Coordinated Plan target group members who cannot or choose not to drive. Supporting this lynchpin in mobility requires attention to all modes — rail, fixed-route bus, demand response services and publicly supported vanpools.

The experience of the COVID-19 pandemic made it clear that essential workers and those making essential trips relied heavily upon public transportation as their primary means of travel. Recovery and growth must build upon stakeholder and general public members' reports of the public transit improvements they value.

- **Goal 2 – Build Capacity of Specialized and Alternative Transportation Programs**
Specialized and alternative transportation programs in San Bernardino County include those operated by human services programs and alternative modes of carpooling, carshare, bicycling and walking. These must be strengthened in a post-pandemic environment as complements to bus and rail services. Often these programs can meet certain trip needs and serve areas that mass transportation cannot. Importantly, they can provide a critical first-mile/last-mile connection.
- **Goal 3 – Promote Communication to Educate Riders and Potential Riders, Gatekeepers and the General Public about Transportation Choices**
Rebuilding public transportation ridership and growing awareness of specialized and alternative transportation programs requires a breadth of communication strategies and an active information network through whom to inform and educate the general public and the Coordinated Plan's target populations. Information, particularly through technology

tools, supports existing riders and encourages potential, new riders to use public transportation.

- **Goal 4 – Develop Infrastructure Projects to Improve Safety and Access, Supporting First-Mile/Last-Mile Connections**

Improvements to the built environment will support access to public transportation, particularly for those with the greatest need, by improving safety in walking, bicycling and riding in local neighborhoods and on regional trip-making. These improvements support safe first-mile/last-mile connections, identified as an area of particular concern through the outreach process.

These goals (and Coordinated Plan) will allow FTA, through the California Department of Transportation (Caltrans) and SBCTA, to make grant awards to projects selected for funding. It will also allow Specialized Transit Program participants to implement their projects with grant funding support. Individuals with disabilities, seniors, people with low incomes, and military veterans (“Target Populations”) will be able to benefit from enhanced mobility. Public Transit and human services agencies will be able to better coordinate transportation services. Finally, it will allow stakeholders to pursue other Federal, State and local funding sources to address the mobility needs of the Target Populations with documentation of mobility needs in San Bernardino County. The final plan is being distributed as support material to this item.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

Public Transit–Human Services Transportation Coordination Plan for San Bernardino County, 2021-2025



SBCTA Transit Committee Meeting
June 10, 2021

Coordinated Plan Highlights

- Coordinated Plan Purposes and Approach
- Outreach Key Findings
- Enhancing Mobility Recommendations
- Implementation



Public Transit–Human Services Transportation Coordination Plan
for San Bernardino County

About this Coordinated Plan

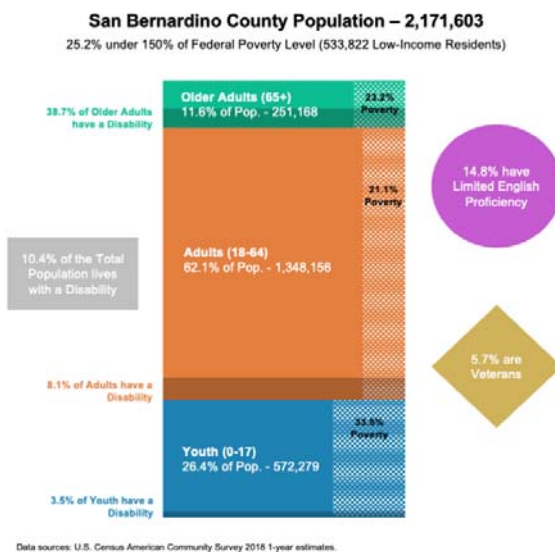
- Required by federal regulation; updated every 4 years
- Identifies transportation gaps and needs for target populations
 - Older adults; persons with disabilities; persons of low income
 - Veterans; persons experiencing homelessness; Tribal members
- Develops strategies to improve mobility
- Unfunded plan; guides funding requests & awards
 - FTA Section 5310 program
 - Omnitrans Measure I Regional Mobility Partnership Program
 - Additional discretionary grant programs
- Encourages coordination and partnerships



Public Transit–Human Services Transportation Coordination Plan
for San Bernardino County

Who Does This Plan Concern?

- 11.6% are older adults
- 10.4% have a disability
- 25.2% living in poverty
- 26.4% are under 17
 - 33.5% of youth living in poverty



Outreach Process

Phase I: Summer 2020

Phase II: Fall/Winter 2020

Phase III: March 8-12, 2021

Agency Interviews

- Stakeholder Interviews by phone/Zoom
 - 25 agencies/ organizations across County
 - 2 presentations to the Inland Empire Disabilities Collaborative
 - 1 PASTACC presentation
 - 1 Homeless Partnership presentation

E-Survey

- 286 Responses
 - 60 respondents from 37 agencies
 - 226 General Public
 - 1 Spanish language

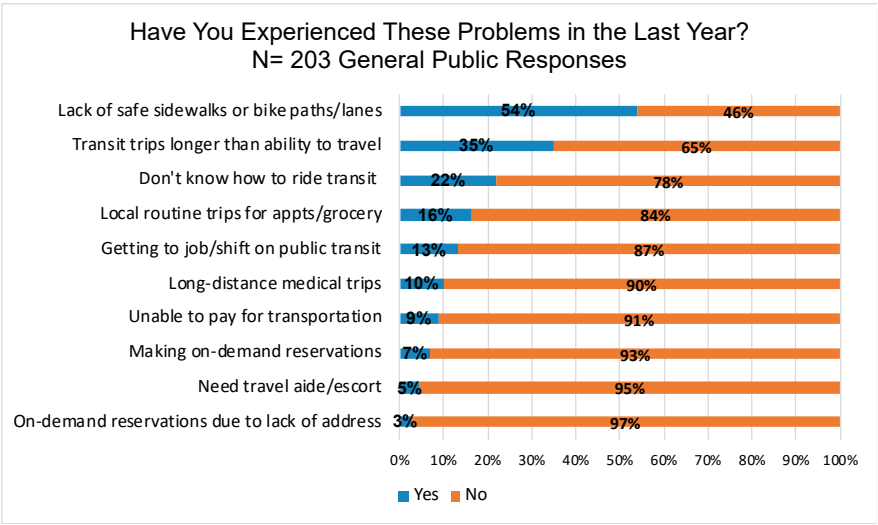
Virtual Open House

- Key Findings
- Prioritization Survey
- Live Transportation Strategies Workshop
 - Feedback on strategies



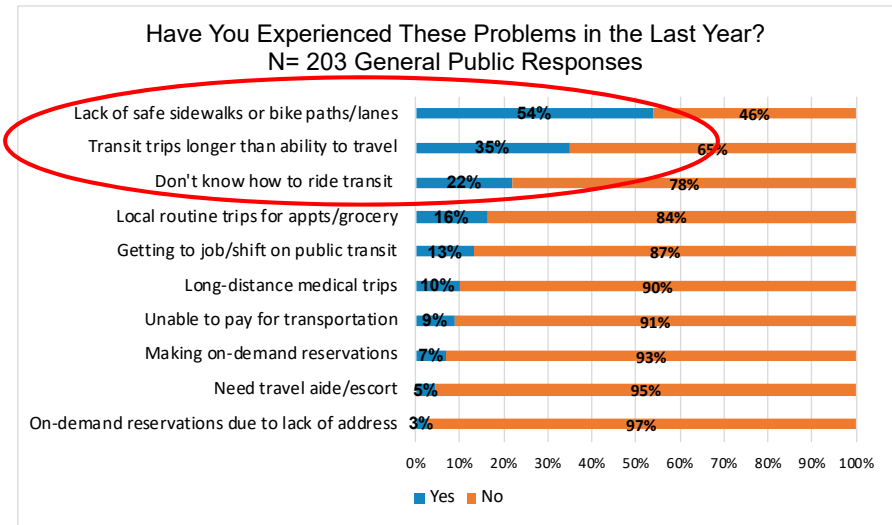
Public Transit–Human Services Transportation Coordination Plan
for San Bernardino County

E-Survey Findings on Needs



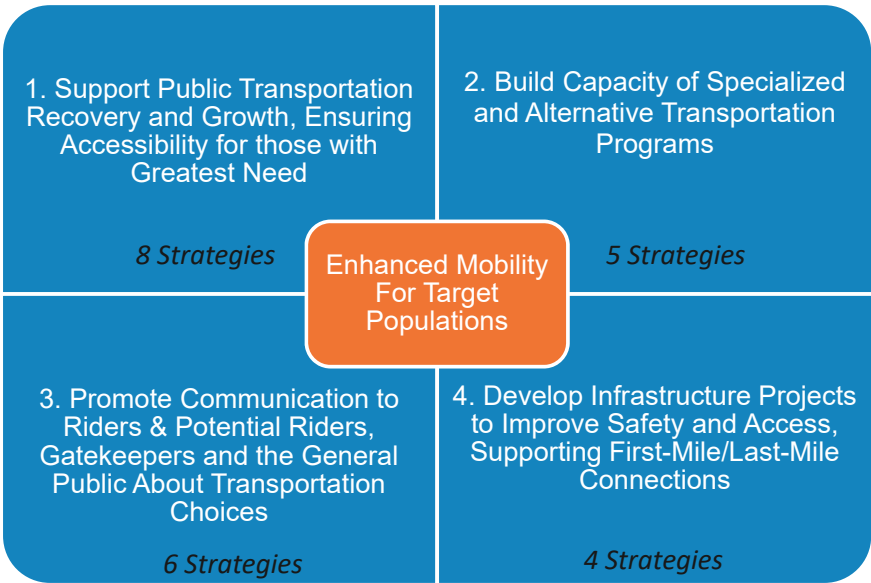
Public Transit–Human Services Transportation Coordination Plan
for San Bernardino County

E-Survey Findings on Needs



Public Transit–Human Services Transportation Coordination Plan
for San Bernardino County

4 Goals 23 Strategies



Public Transit–Human Services Transportation Coordination Plan
for San Bernardino County

Implementation: SBCTA's Leadership Role

- Engage:
 - Interested, willing & able partners
- Support:
 - FTA 5310 grant applications
- Promote:
 - Other grant & funding opportunities



Public Transit–Human Services Transportation Coordination Plan
for San Bernardino County

Thank you!



Public Transit–Human Services
Transportation Coordination Plan
for San Bernardino County, 2021-2025



Minute Action

AGENDA ITEM: 9

Date: June 10, 2021

Subject:

Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2021/2022

Recommendation:

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2021/2022.

Background:

In November 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Resolution No. 16-005, designating Omnitrans as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. As part of this resolution, and subsequent Contract No. 16-1001458, it is required that the CTSA budget be approved by the SBCTA Board. In November 2020, the SBCTA Board approved an amendment to this contract which reappointed Omnitrans as the CTSA and extended Contract No. 16-1001458 for five years.

When Omnitrans assumed CTSA responsibilities, they created a new department known as the Specialized Transportation Services (STS). This would include all activities associated with their paratransit service, Access, and the CTSA services they now provide. Attachment 1 is the Omnitrans STS – CTSA budget for Fiscal Year (FY) 2021/2022, which does not include the entire budget of Omnitrans' STS department.

For a highlighted overview, Table 1 is a budget comparison of the CTSA budget for the current FY 2020/2021, to the proposed FY 2021/2022 budget. To be more efficient, Omnitrans combined its Travel Trainers with its Community Mobility Specialists, which results in a payroll decrease. The major change to their budget is purchased transportation, specifically for OmniRide, a microtransit service that provides a hybrid of general public and focused American with Disabilities Act (ADA), senior/disabled services. As such, the entire OmniRide program is not eligible for Measure I CTSA funding. However, the percentage of OmniRide costs that corresponds with the ADA, senior and disabled ridership share is eligible. This budgeted cost is for the senior and disabled portion of both OmniRide in Chino Hills and the future OmniRide in Upland. The expectation is that this cost will be adjusted to reflect the actual use by seniors and disabled riders in the community. SBCTA will be evaluating this at the end of FY 2021/2022 to ensure compliance.

Table 1 – CTSA Budget Comparison

Category	FY 2020/2021	FY 2021/2022
Total Payroll & Benefits	\$405,610	\$346,542
Services	\$70,000	\$70,000
Materials & Supplies	\$4,000	\$4,000
Occupancy	\$31,000	\$10,000
Liability	\$4,500	\$4,500
Purchased Transportation	0	\$283,343
Printing	\$9,500	\$9,500
Miscellaneous	\$152,125	\$148,100
Total Expenses	\$676,735	\$875,985
Pass Through Funding to Agencies	\$1,654,315	\$2,282,015
Total	\$2,331,050	\$3,158,000

During FY 2019/2020, a global pandemic (COVID-19) was declared that required people to stay home and socially distance. This had a major impact to transportation all over the country and included the projects that are in place by Omnitrans CTSA. At the end of the third quarter of FY 2019/2020 the Travel Training Program was suspended due to safety concerns. This suspension continued throughout the entire FY 2020/2021. Omnitrans is cautiously optimistic that the Travel Training Program will resume in FY 2021/2022.

Their Travel Reimbursement Program (TREP) continued throughout FY 2020/2021. This program allows the riders the ability to find their own driver with whom they felt safe. During FY 2020/2021, approximately 13,820 trips were taken as part of this program. A project that arose from the pandemic was food delivery. Omnitrans and its partners were able to provide food delivery to those who were unable to travel due to their vulnerability to COVID-19. There were approximately 48,874 trips made specifically for food delivery.

Lastly, through their Measure I CTSA competitive grant process, Omnitrans continues to support Central City Lutheran Mission (Lutheran Social Services of Southern California), City of Chino, City of Grand Terrace, City of Redlands, Community Senior Services, San Bernardino County Department of Aging and Adult Services, Highland Senior Center, Loma Linda University Medical Center - Adult Day Health Services, OPARC, Anthesis, West End Young Men's Christian Association (YMCA), City of Fontana, City of Yucaipa, City of Rancho Cucamonga, and Foothill Aids Project. An estimated \$2,282,015 for pass through is included in the proposed FY 2021/2022 budget. Additionally, during this time period, Omnitrans partners provided 83,654 trips.

Measure I CTSA funds are passed through to Omnitrans on a monthly basis as they are generated. Currently, Omnitrans has a Measure I CTSA balance of approximately \$14.6 million. As part of the Short Range Transit Plan, Omnitrans will identify future CTSA projects and/or programs to which it can be allocated.

Transit Committee Agenda Item

June 10, 2021

Page 3

Staff has reviewed the proposed budget and finds it reasonable in its assumptions. Any future programs will be incorporated into their Short Range Transit Plan update, which is scheduled for approval in fall 2021 and will be presented to the Transit Committee and subsequently the SBCTA Board.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

San Bernardino County Transportation Authority

OMNITRANS								
3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES								
FISCAL YEAR 2022								
GL ACCT	Salary %	17%	6%	15%	3%	0%	59%	1.00
CODE	DESCRIPTION	Admin	Travel Training	TREP	RIDE	Microtransit	Mobility Partners	Proposed BDGT
501100	Regular Pay - Operators							
501130	Regular Pay - Others	37,302.80	13,165.69	32,914.23	6,582.85		129,462.66	219,428.23
501310	Overtime Pay - Operator	-	-	-	-		-	-
501340	Overtime Pay - Other	-	-	-	-		-	-
TOTAL SALARIES		37,302.80	13,165.69	32,914.23	6,582.85		129,462.66	219,428.23
502210	PERS Employer Expense	4,393.26	1,550.56	3,876.41	775.28		15,247.20	25,842.71
502240	PERS Reimbursement Expense	-	-	-	-		-	-
502270	PacifiCare COPD	2,027.99	715.76	1,789.40	357.88		7,038.30	11,929.32
502320	Health Saving Acct Expense	-	-	-	-		-	-
502330	Life Insurance Expense	196.20	69.25	173.12	34.62		680.94	1,154.14
502360	Employers Medicare Tax Expense	628.23	221.73	554.32	110.86		2,180.32	3,695.46
502370	LTD CO PD Expense	189.97	67.05	167.62	33.52		659.31	1,117.48
502390	Unemployment Insurance expense	-	-	-	-		-	-
502420	Workers Compensation Expense	-	-	-	-		-	-
502450	Sick Leave Expense	1,999.66	705.76	1,764.41	352.88		6,940.01	11,762.73
502451	Sick Leave Expense - Operators	-	-	-	-		-	-
502450	Holiday Pay Expense	1,833.02	646.95	1,617.37	323.47		6,361.67	10,782.50
502481	Holiday Pay Expense - Operators	-	-	-	-		-	-
502490	Floating Holiday Pay Expense	-	-	-	-		-	-
502491	Floating Holiday Pay Expense - Operators	-	-	-	-		-	-
502510	Vacation Pay Expense	2,023.92	714.32	1,785.81	357.16		7,024.18	11,905.39
502511	Vacation Pay Expense - Operators	-	-	-	-		-	-
502580	Car Expense	-	-	-	-		-	-
502600	SDI Reimbursement Expense	519.91	183.50	458.75	91.75		1,804.40	3,058.31
502630	EE Bond Expense	-	-	-	-		-	-
502690	Jury Duty Leave Expense	166.64	58.81	147.03	29.41		578.33	980.23
502691	Jury Duty Leave Expense - Operators	-	-	-	-		-	-
502721	Military Duty Leave Expense	-	-	-	-		-	-
502720	Military Duty Leave Expense - Operators	-	-	-	-		-	-
502780	Deferred Compensation Expense	133.48	47.11	117.78	23.56		463.27	785.20
502790	Bonus Pay	-	-	-	-		-	-
502791	Bonus Pay - Operators	-	-	-	-		-	-
502880	Kaiser COPD	7,497.17	2,646.06	6,615.15	1,323.03		26,019.59	44,101.00
502900	Pension Expense	-	-	-	-		-	-
502980	Payroll Expenses Reimbursement	-	-	-	-		-	-
502990	Payroll Claim Expenses	-	-	-	-		-	-
TOTAL BENEFITS		21,609	7,627	19,067	3,813		74,998	127,114
503060	Professional & Technical Fees	1,700.00	600.00	1,500.00	300.00		5,900.00	10,000.00
503110	Contract Maintenance Services	-	-	-	-		-	-
503160	Custodial Services Expense	-	-	-	-		-	-
503210	Security Services Expense	-	-	-	-		-	-
503260	Fare Collection Service Expense	-	-	-	-		-	-
503310	Contract Labor Expense	-	-	-	-		-	-
503360	Employee Physicals Expense	-	-	-	-		-	-
503990	Other Services	10,200.00	3,600.00	9,000.00	1,800.00		35,400.00	60,000.00
TOTAL SERVICES		11,900.00	4,200.00	10,500.00	2,100.00		41,300.00	70,000.00
504000	Discounts Received	-	-	-	-		-	-
504010	Bus & Other Rolling Stock Parts	-	-	-	-		-	-
504011	Non Rev Rolling Stock Parts	-	-	-	-		-	-
504020	Tire s & Tubes	-	-	-	-		-	-
504030	Preventative Maintenance	-	-	-	-		-	-
504060	Workshop clearing account	-	-	-	-		-	-
504090	LNG/CNG Fuels	-	-	-	-		-	-
504091	CNG Hedging Activities	-	-	-	-		-	-
504100	Gasoline	-	-	-	-		-	-
504110	Diesel Fuel	-	-	-	-		-	-
504120	Oil	-	-	-	-		-	-
504130	Lubricants & Chemicals	-	-	-	-		-	-
504140	CNG Fuel Tax Credit	-	-	-	-		-	-
504190	Computer Supplies	-	-	-	-		-	-
504200	Washer & Cleaner Supplies	-	-	-	-		-	-
504210	Office Supplies	510.00	180.00	450.00	90.00		1,770.00	3,000.00
504220	Small Tools	-	-	-	-		-	-
504230	Clothing & Safety Supplies	170.00	60.00	150.00	30.00		590.00	1,000.00
504240	Tool Allowance	-	-	-	-		-	-
504900	Price Variance	-	-	-	-		-	-
504910	Inventory Adjustment	-	-	-	-		-	-
504990	Other materials & supplies	-	-	-	-		-	-
TOTAL MATERIALS & SUPPLIES		680.00	240.00	600.00	120.00		2,360.00	4,000.00
505020	Utility Other than Propulsion Power	-	-	-	-		-	-
505030	Telephone	1,700.00	600.00	1,500.00	300.00		5,900.00	10,000.00
505040	Data communication Lines	-	-	-	-		-	-
505060	Repairs & Maint - Buildings	-	-	-	-		-	-
505110	Repairs & Maint - Equipment	-	-	-	-		-	-
505160	Repairs & Maint - Office Equipment	-	-	-	-		-	-
505170	R & M Software [Contracts]	-	-	-	-		-	-
505210	Repairs & Maint Grounds	-	-	-	-		-	-
505230	Repairs & Maint Stops & Satations	-	-	-	-		-	-
505960	Other Occupancy Expense	-	-	-	-		-	-
TOTAL OCCUPANCY		1,700.00	600.00	1,500.00	300.00		5,900.00	10,000.00

OMNITRANS								
3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES								
FISCAL YEAR 2022								
GL ACCT CODE	Salary % DESCRIPTION	17% Admin	6% Travel Training	15% TREP	3% RIDE	0% Microtransit	59% Mobility Partners	1.00 Proposed BDGT
506110	Property/Official & Emp Liab Insurance	-	-	-	-		-	-
506160	General Liab & Veh Liab/Loss Insurance		4,500.00					4,500.00
506180	General Auto PD/PL Uninsured Ded/IBNR	-	-	-	-		-	-
506310	Worker's Comp Excess/Employer's Liab Ex	-	-	-	-		-	-
506360	Worker's Comp Self Insured IBNR	-	-	-	-		-	-
506960	General Liability/Loss IBNR	-	-	-	-		-	-
TOTAL CASUALTY & LIABILITY		-	4,500.00	-	-		-	4,500.00
507040	Vehicle License Registration Fees	-	-	-	-		-	-
507050	Fuel & Lubricant taxes	-	-	-	-		-	-
507990	Other Taxes	-	-	-	-		-	-
TOTAL TAXES		-	-	-	-		-	-
508220	Purchased Transportation					283,342.59		283,342.59
508900	Purch Trans Lease Cost - LTF	-	-	-	-		-	-
508990	Purch Trans Lease Cost - FTA	-	-	-	-		-	-
TOTAL PURCH TRANSPORT		-	-	-	-	283,343	-	283,342.59
509080	Advertising/Promotion Media	765.00	270.00	675.00	135.00		2,655.00	4,500.00
509230	Printing Charges	850.00	300.00	750.00	150.00		2,950.00	5,000.00
TOTAL PRINTING & ADVERTISING		1,615.00	570.00	1,425.00	285.00		5,605.00	9,500.00
508000	Interest Expense	-	-	-	-		-	-
509010	Memberships, Dues, Pub, Subscript	-	-	-	-		-	-
509020	Travel & Meetings	340.00	120.00	300.00	60.00		1,180.00	2,000.00
509030	Postage and Express Mail	-	-	-	-		-	-
509070	Bad Debt expense /NSF	-	-	-	-		-	-
509100	Bus Pass Sales Discounts		140,000.00					140,000.00
509200	Safety Training	-	-	-	-		-	-
509210	Employee Training	1,020.00	360.00	900.00	180.00		3,540.00	6,000.00
509220	Educational Reimbursements	-	-	-	-		-	-
509240	Outside Freight	-	-	-	-		-	-
509250	Bank Charges	-	-	-	-		-	-
509260	Employee Recognition	17.00	6.00	15.00	3.00		59.00	100.00
	PO Invoice Over Under	-	-	-	-		-	-
509990	Other Miscellaneous Expense	-	-	-	-		-	-
590300	Distributed Labor - Maintenance - Direc	-	-	-	-		-	-
590400	Allocated Indirect Labor & Benefits	-	-	-	-		-	-
TOTAL MISCELLANEOUS EXPENSE		1,377.00	140,486.00	1,215.00	243.00	-	4,779.00	148,100.00
512340	Leases/Rentals - Other	-	-	-	-		-	-
512400	Capital Lease - Tires	-	-	-	-		-	-
TOTAL LEASES & RENTALS		-	-	-	-		-	-
513200	Deprec Exp - Bus Shelters	-	-	-	-		-	-
513210	Deprec Exp - Buildings	-	-	-	-		-	-
513220	Deprec Exp - Building Improvements	-	-	-	-		-	-
513230	Deprec Exp - Land Improvements	-	-	-	-		-	-
513240	Deprec Exp -sbX Corridor	-	-	-	-		-	-
513240	Deprec Exp -Bus Platforms & Stops	-	-	-	-		-	-
513250	Deprec Exp -Transit Centers	-	-	-	-		-	-
513260	Deprec Exp -Leasehold Improvements CTSA	-	-	-	-		-	-
513300	Deprec Exp - Support Vehicles	-	-	-	-		-	-
513310	Deprec Exp - Fixed Route Revenue Vehicl	-	-	-	-		-	-
513320	Deprec Exp - Access Revenue Vehicles	-	-	-	-		-	-
513400	Deprec Exp - Furniture and Fixtures	-	-	-	-		-	-
513410	Deprec Exp - Machinery and Shop Equipme	-	-	-	-		-	-
513420	Deprec Exp - Office Equipment	-	-	-	-		-	-
513430	Deprec Exp - Computers and Software	-	-	-	-		-	-
TOTAL DEPRECIATION		-	-	-	-	-	-	-
564900	Capital Purch Expense - Local	-	-	-	-		-	-
564950	Donation to Other Agency	-	-	-	-		-	-
564960	Pass Through To Other Agency	-	-	-	-		2,282,015.00	2,282,015.00
564990	Capital Purch Expense - Federal	-	-	-	-		-	-
TOTAL CAPITAL PURCH EXPENSE		-	-	-	-		2,282,015.00	2,282,015.00
TOTAL EXPENSES		76,184	171,389	67,221	13,444	283,343	2,546,419	3,158,000
	Actual %	2.4%	5.4%	2.1%	0.4%	9.0%	80.6%	100%
TOTAL EXPENSES - net Depreciation		76,184	171,389	67,221	13,444	283,343	2,546,419	3,158,000

Minute Action

AGENDA ITEM: 10

Date: June 10, 2021

Subject:

Transportation Development Act Unmet Needs Hearing for Fiscal Year 2021/2022

Recommendation:

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

A. Adopt definitions of “Unmet Transit Needs” and “Reasonable to Meet”, as identified in Attachment A.

B. Set time, date and location for Transportation Development Act Unmet Transit Needs Public Hearing.

Background:

Each year, San Bernardino County Transportation Authority (SBCTA) is required by Public Utilities Code Sections 99238.5 and 99401.5, to hold public hearings for obtaining testimony regarding unmet transit needs that can be reasonably met, and must adopt findings prior to making an allocation of Local Transportation Funds (LTF) for streets purposes. The information obtained at these hearings will be used in the planning and budget development of the affected transit operators for the subsequent fiscal year, as recommend in the transit operators’ performance audit. Written comments will also be accepted until November 30, 2021.

The California Department of Transportation has suggested that the definitions of “Unmet Transit Needs” and “Reasonable to Meet” be reviewed and adopted on a periodic basis. On May 4, 2016, the SBCTA Board of Directors (Board) approved the definitions contained in Attachment A. These definitions will be used to respond to the testimony received.

One public hearing is being proposed with the location being in Hesperia. The Victor Valley Transit Authority (VVTA) Board of Directors will serve as the hearing board at this location. In accordance with SBCTA Board of Directors action in June 1993 and Morongo Basin Transit Authority Board of Directors action in June 2019, a public hearing will not be held in the Valley and Morongo Basin (Low Desert), as all LTF revenues are committed to transit. The schedule for the proposed hearing is as follows:

Upper Desert Region
Monday, September 20, 2021, at 9:30am
Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia CA 92345

Transportation will be provided by VVTA for those wishing to attend the hearing and live within their service area.

Financial Impact:

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

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 10, 2021

Page 2

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

San Bernardino County Transportation Authority

As adopted by SBCTA
May 4, 2016

Attachment A

San Bernardino County Definitions of “Unmet Transit Needs” and “Reasonable to Meet” As recommended by the Public and Specialized Transportation Advisory and Coordination Council (PASTACC)

**Adopted May 4, 2016
by the San Bernardino County Transportation Authority**

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service, or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance, and financial standards in accordance with federal Title VI Non Discrimination regulations and recognizing the following components:

- A. Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record or as a component of adopted programs and plans.
- B. Implementation** - The proposed service shall:
 1. Be in response to an existing rather than future need.
 2. Be implemented consistent with the timing of funding availability.
 3. Be implemented safely and in accordance with local, state, and federal laws and regulations.
 4. Not cause the operator to incur expenditures in excess of the maximum amount of Local Transportation Funds (LTF), State Transportation Assistance (STA) funds, Federal Transit Administration (FTA) funds, fare revenues, and local support.
- C. Cost effectiveness** – The proposed service shall:
 1. Minimize duplication of existing transportation services or resources.
 2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order

to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations, and schools.

3. Excluding the first three years, not adversely affect systemwide performance standards including the operator's ability to meet the required farebox recovery.
4. Show continued progress in key performance indicators over the pilot period.

Minute Action

AGENDA ITEM: 11

Date: June 10, 2021

Subject:

Fiscal Year 2021/2022 State of Good Repair Program Allocations

Recommendation:

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

A. Allocate \$4,286,414 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Engine Overhauls – Morongo Basin Transportation Authority (MBTA) - \$35,000
- ii. Shop Vehicle Replacement (MBTA) - \$39,000
- iii. Shop Equipment (MBTA) - \$15,000
- iv. Facility Facelift Repair (MBTA) – \$38,116
- v. Facilities Improvements (Mountain Transit) - \$83,923
- vi. Preventative Maintenance (City of Needles) - \$8,559
- vii. West Valley Facility Updates (Omnitrans) - \$3,037,370
- viii. Transit Center – Hesperia - Victor Valley Transportation Authority (VVTa) - \$80,530
- ix. Service Vehicles (VVTa) - \$20,000
- x. Regional Bus Replacement (VVTa) - \$490,650
- xi. Paratransit Replacement Vehicles (VVTa) - \$162,000
- xii. Metrolink Capital Maintenance - Southern California Regional Rail Authority (SCRRA) - \$276,266

B. Adopt Resolution No. 21-034 authorizing the San Bernardino County Transportation Authority Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2021/2022 State of Good Repair Program funds for the projects listed above.

Background:

Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved in April 2017 and will provide over \$50 billion in new transportation funding over the next decade to improve transit service and repair highways, bridges and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB 1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately \$105 million annually to transit operators in California for eligible maintenance, rehabilitation and capital projects. While SB 1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities and vehicles, and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance (STA) Program formula. The formula apportions fifty (50) percent of the available SGR funds by population and the remaining fifty (50) percent by operator revenues from the prior fiscal year (FY), in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels

Entity: San Bernardino County Transportation Authority

for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, will receive direct allocations of SGR funds in accordance with PUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the San Bernardino County region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Transit (MT), City of Needles, and Southern California Regional Rail Authority (SCRRA).

In March 2021, the SBCTA Board of Directors (Board) approved the total FY 2021/2022 SGR-Population Share apportionment in the amount of \$4,286,414, in accordance with estimates released by the SCO. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2021/2022 SGR-Population Share funds available to the Valley and Mountain/Desert is \$2,397,980 and \$909,036 respectively. Additionally, \$285,886 of re-allocated funds from prior years was added to the Valley share for a total of \$2,683,866. As required, SGR-Operator Share funds are allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. Because SBCTA has no discretion in the apportionment of the SGR-Operator Share, and Caltrans does not require revised allocation documents, the Board authorized SBCTA staff to release SGR-Operator Share funds as they are received. The final SGR-Population Share apportionments were approved by the Board in March 2021 and the estimated SGR-Operator Share funds to be disbursed are included below in Table 1.

Table 1 – Fiscal Year 2021/2022 SGR-Population Share and Operator Share Apportionments

Agency	Population Share	Operator Share	Total SGR Apportionment
Valley	\$2,683,866 ¹	-	\$2,683,866
Omnitrans	-	\$353,504	\$353,504
SCRRA	-	\$276,266	\$276,266
MBTA	\$116,517	\$10,599	\$127,116
Mountain Transit	\$78,099	\$5,824	\$83,923
City of Needles	\$7,959	\$600	\$8,559
VVTA	\$706,462	\$46,718	\$753,180
Total	\$3,592,903	\$693,511	\$4,286,414

¹ Valley Population Share apportionment is allocated to agencies based on project need and eligibility. Includes \$285,886 of re-allocated funds from prior years that were surplus to the allocation for SBCTA's Santa Fe Depot project.

SBCTA staff contacted all transit operators requesting the submission of a proposed list of projects to be funded with SGR funds. Based on project list submittals and discussions with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for Fiscal Year 2021/2022 SGR allocations:

MBTA Engine Overhauls - \$35,000

MBTA will be using a portion of its SGR money on engine overhauls. This will extend the useful life of their buses.

MBTA Shop Vehicle Replacement- \$39,000

MBTA will be replacing its utility service worker vehicle; the current vehicle is a compressed natural gas 2013 Transit Connect van which has extensive use and exceeds its useful life. This vehicle will be replaced with a newer similar model and power source.

MBTA Shop Equipment – \$15,000

Maintenance staff will be replacing its 15 year old air conditioner recharge and recovery system for current buses and purchasing a new R-1234Yf refrigerant system for recently acquired buses that no longer use the R-134 refrigerant.

MBTA Facility Facelift Repair – \$38,116

This funding will be used to have the administrative building and maintenance shop exterior stucco repaired and repainted.

MT Facilities - \$83,923

Mountain Transit will use the SGR funds for the design, acquisition and construction of new facilities, as well as repair and improvement of existing facilities.

City of Needles Preventative Maintenance - \$8,559

Per an agreement with the City of Needles, MV Transportation provides Needles Area Transit service and facilitates preventative maintenance on the vehicles used for service. The City of Needles will use SGR funds to partially fund the preventative maintenance portion of the MV Transportation contract.

Omnitrans West Valley Facility Updates - \$3,037,370

Omnitrans would utilize this funding to do updates at the West Valley facility and in anticipation of electrification updates. The updates include: Cyclone vacuum system for the two lane service island; construct a restroom next to the fuel island; remove abandoned utilities, conduit, and piping remaining from improvements and changes throughout the life of the fuel island; construct a parapet / screen wall to provide concealment to the overhead equipment; painting; lighting enhancements; replace aged signage; and electrical panel and equipment upgrades as necessary to support the fuel island needs.

VVTA Transit Center – Hesperia – \$80,530

This project will fund a new transfer center in Hesperia adjacent to the current administrative and maintenance facilities. The center will include shelters, benches, security office, restrooms, and an area for vending machines.

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VVTA Service Vehicles - \$20,000

This project will add two (2) service vehicles to VVTA's fleet. This will decrease down time and increase reliability to ensure that the drivers have the support vehicles needed to make service.

VVTA Regional Bus Replacement - \$490,650

As part of VVTA's fleet replacement plan, VVTA systematically replaces transit vehicles that are part of the active vehicle fleet. Five (5) Class H Compressed Natural Gas (CNG) buses will be replaced using SGR funds. The existing buses will be well beyond their useful life and in need of replacement by the time the new buses arrive. Replacement buses to be purchased are CNG.

VVTA Paratransit Replacement Vehicles - \$162,000

As part of VVTA's fleet replacement plan, VVTA systematically replaces transit vehicles that are part of the active vehicle fleet. SGR funds will be used for the purchase of replacement vehicles as outlined in the Transit Asset Management plan. The vehicles being replaced are in poor condition. Six (6) paratransit vehicles will be replaced using SGR funds.

Metrolink Capital Maintenance - \$276,266

SCRRA will use SGR funds to rehabilitate, reconstruct, or replace various Metrolink structures and equipment vital to Metrolink service including: track, track beds, signals, communication systems, facilities and stations, platforms, signage, and rolling stock. This funding will be allocated with SCRRA's FY 2021/2022 Rehabilitation Program subsidy.

Caltrans requires that SBCTA submit an authorizing resolution (Attachment 1) from its governing board that approves the submission of the Certifications and Assurances (Attachment 2), authorizes SBCTA to accept the SGR funds, and authorizes SBCTA's Executive Director, or his designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the SGR-funded projects.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

RESOLUTION NO. 21-034**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE PROJECTS FUNDED BY CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS**

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

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

WHEREAS, the guidelines require local agencies to execute certifications and assurances, authorized agent forms and other documents in order to receive SGR funds; and

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

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

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

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

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2021/2022 SGR funds is hereby authorized:

Morongo Basin Transit Authority Engine Overhauls
Morongo Basin Transit Authority Shop Vehicle Replacement
Morongo Basin Transit Authority Shop Equipment
Morongo Basin Transit Authority Facility Facelift Repair
Mountain Transit Facilities Improvements
City of Needles Preventative Maintenance
Omnitrans West Valley Facility Updates
Victor Valley Transit Authority Transit Center – Hesperia
Victor Valley Transit Authority Service Vehicles
Victor Valley Transit Authority Regional Bus Replacement

Victor Valley Transit Authority Paratransit Replacement Vehicles
Metrolink Capital Maintenance

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 7, 2021.

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

ATTEST:

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

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: Name_____.

Effective Date: Date Month, 20xx_____.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

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

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

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

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

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

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

AGENCY NAME

BY:

AUTHORIZING OFFICER, Title
Unit/Department

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

DRAFT

Minute Action

AGENDA ITEM: 12

Date: June 10, 2021

Subject:

Fiscal Year 2021/2022 Transit Operator Allocations

Recommendation:

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

A. Approve Fiscal Year 2021/2022 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority; and

B. Approve revisions to the transit agencies' Short Range Transit Plans revenue assumptions to reflect the final allocation amounts.

C. Authorize the Executive Director, or his designee, to release Local Transportation Fund reserves to transit operators immediately, as needed, to help with cash flow until Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act funding becomes available to the operators. Local Transportation Fund reserves disbursed under this authority will be replenished in Fiscal Year 2022/2023 as a reduction to the amount requested.

Background:

San Bernardino County Transportation Authority (SBCTA) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2021/2022. Attachment 1 outlines the proposed FY 2021/2022 transit funding allocations for the individual transit operators. Attachment 2 contains the recommended revisions to the operator Short Range Transit Plans (SRTP) revenue assumptions to reflect consistency with the proposed FY 2021/2022 allocations. Allocations to SBCTA and Southern California Regional Rail Authority (SCRRA) are addressed in separate SBCTA Board of Directors (Board) actions.

In response to COVID-19, the federal government passed several relief packages to ensure public transportation systems could continue to provide service to people who depend on them. Stimulus funds under the allocation discretion of SBCTA have been allocated by the Board under separate actions. Although the COVID-19 pandemic appears to be drawing to a close, transit ridership throughout San Bernardino County has yet to fully recover to pre-pandemic levels and the loss of passenger fare revenue has been significant. These stimulus funds are an important resource to meet SBCTA's share of the transit operators' annual subsidies. SBCTA staff has been working with the transit operators to ensure stimulus funds cover fare revenue losses, and fill transit operating needs as transit services are restored. Attachment 1 outlines the proposed FY 2021/2022 transit funding allocations for the individual transit operators. It should be noted that this allocation already assumes Omnitrans is using a significant amount of stimulus funds in lieu of traditional local fund sources. Similarly, SCRRA is also using stimulus funds; however, SCRRA's allocations are addressed in a separate Board action. Attachment 2 contains the recommended revisions to the operator SRTP revenue assumptions to reflect consistency with the proposed FY 2021/2022 allocations. Please note that Omnitrans and Mountain Transit (MT) did not complete their new SRTP prior to these proposed

Entity: San Bernardino County Transportation Authority

allocations. The approval of these allocations will amend their SRTP to reflect this funding. Additionally these allocations will be included in their SRTP to reflect this approval.

Fund Source Detail

On an annual basis, SBCTA allocates a variety of funds to the transit operators in San Bernardino County. SBCTA's role in each of the fund sources varies, as well as the parameters by which the operators can use the funds. Below is a summary of each fund source and detailed information on how the allocation amount is determined, SBCTA's role, and how the funds can be used.

Local Transportation Fund (LTF) - LTF is derived from a quarter cent of the general sales tax collected statewide, enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20% in urban areas and 10% in rural areas, unless an alternate ratio has been adopted.

In March of each year, staff presented the Board with the recommended LTF apportionment for the following year. The COVID-19 pandemic was predicted to hit LTF revenue hard, but the Wayfair Decision had positive impacts, and LTF revenues have continued to increase year-over-year. Long-term effects are still unknown, and it is expected the increase due to the Wayfair Decision will start to level off. The annual apportionment includes the estimated amount available and recommended set-asides for reserve and priority uses per the TDA. Set-asides for priority uses prior to apportioning based on population include: one (1) percent for TDA administrative costs, three (3) percent for SBCTA planning efforts, three quarter (3/4) percent for Southern California Association of Governments (SCAG) planning efforts, and two (2) percent for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for passenger rail service operations, capital improvements and community transit services, prior to area apportionment. However, SBCTA does not elect to use that set-aside and instead allocates to rail and community transit services after apportioning the remaining balance geographically based on population.

In the Valley Subarea, LTF is entirely used for transit purposes with the focus on maintaining a steady flow of operation funding available in the future. In the Mountain/Desert Region, LTF is allocated to the individual transit operators based on population of their service areas. The amount identified in Attachment 1 is the total LTF available to the Mountain/Desert operators. It is estimated that after using the available LTF for transit purposes, Victor Valley Transit Authority (VVTA) will have a surplus of LTF available that can, in accordance with the TDA unmet needs process, be returned to the local jurisdictions in their service area for road maintenance purposes. Effective in FY 2020/2021, Morongo Basin Transit Authority (MBTA) took action to designate all LTF for transit purposes and no longer return LTF to their member jurisdictions for streets and roads purposes. Staff has been working with operators to plan for long-term impacts on this critical source of funds for transit operations, especially considering the reduced revenue estimates from COVID-19 impacts.

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel, enacted as part of the TDA. Each January, the State Controller's Office (SCO) provides a

STA revenue estimate for the following year. The total STA estimate from the SCO in February 2021 for San Bernardino County for FY 2021/2022, was \$18.3 million. That included funding from Senate Bill (SB) 1, which stabilized STA after years of decreasing and uncertain STA revenues. However, according to the California Governor's May 2021 revise, STA is projected to be down significantly due to the effects of decreased vehicle miles traveled and diesel prices, with additional details pending as of this writing.

STA funds are allocated to SBCTA in accordance with California Public Utility Code (PUC) as follows: 1) fifty (50) percent under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state; and 2) fifty (50) percent under PUC Section 99314, STA-Operator Share, which is allocated to individual operators based on the ratio of the prior year transit operator passenger fare and local support revenues, including revenues from member agencies, to the total revenues of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the SCO, and SBCTA functions as a pass-through agency for this portion of STA for all operators except SCRRA. SCRRA is allocated STA-Operator Share funds as needed to meet their annual subsidy requirements, and if one hundred (100) percent of the funds are not needed in a given year, the funds are reserved solely for future use by SCRRA.

The STA-Population Share revenue is apportioned to the Valley and Mountain/Desert regions based on population. STA-Population Share is then allocated to the operators on an as-needed basis, as approved by the Board. The STA-Population Share has historically been limited to funding capital projects unless the operator can demonstrate compliance with a specific efficiency calculation. However, recent changes to California State law concerning the use of these funds for operations have provided additional flexibility to use STA for operating.

State of Good Repair (SGR) – SB1 also added a new SGR Program to STA that is apportioned to SBCTA and the operators in the same manner as STA. SGR funds are derived from a portion of the Transportation Improvement Fee on vehicle registrations. Since the amount is determined from the total collections, prior to other allocations, SGR funding is anticipated to be less volatile to economic conditions. SGR provides funding to transit operators in California for eligible maintenance, rehabilitation, and capital projects with the specific goal of keeping transit systems in a state of good repair. SGR-Operator Share funds are apportioned and allocated in the same manner as STA-Operator Share funds. SGR-Population Share funds apportioned to the Valley are allocated on a case-by-case basis as approved by the Board, and in the Mountain/Desert, allocations to operators are made by population with SBCTA functioning as a pass-through agency, similar to the Operator shares of both STA and SGR. SGR funds do not require matching funds. These amounts are consistent with the SGR allocations in a concurrent item on this agenda.

Low Carbon Transit Operations Program (LCTOP) – LCTOP is a source of State funding and one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by California Legislature in 2014 by SB 862. The LCTOP was created to provide transit operating and capital assistance to eligible project sponsors in an effort to reduce greenhouse gas emissions and improve mobility, with priority on serving disadvantaged communities. This program is funded by auction proceeds from the

California Air Resources Board (CARB) Cap-and-Trade Program, where proceeds are deposited into the Greenhouse Gas Reduction Fund (GGRF). Although five (5) percent of future annual GGRF proceeds will continue to be appropriated to the LCTOP, staff is cautious to become reliant upon this source of funding as the overall availability is market driven. LCTOP apportionments occur after the auctions are completed and the amounts are known, therefore the amounts in Attachment 1 are based on auctions that have already occurred.

Example projects include new or expanded bus or rail service, expanded intermodal transit facilities, free or reduced-fare transit passes/vouchers, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least fifty (50) percent of the total monies received shall be expended on projects that will benefit disadvantaged communities.

As with STA funds, LCTOP funding is allocated pursuant to PUC Sections 99313 and 99314. SBCTA receives LCTOP funds by formula, based on the ratio of the population of the area under its jurisdiction, to the total population of the state. A transit operator that is eligible to receive STA funds per PUC Section 99314 is eligible to receive LCTOP funds by formula based on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per PUC Section 99314 work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County, this includes City of Needles, MBTA, MT, VVTA, Omnitrans, and SCRRRA.

Annually, staff recommends that LCTOP funds received under the population formula be further apportioned to the Valley and Mountain/Desert based on population, the same as STA funds that SBCTA receives per PUC Section 99313. After apportionment, LCTOP funds apportioned to the Valley are allocated on a case-by-case basis, as approved by the Board, and in the Mountain/Desert, allocations are made by population. LCTOP funds do not require matching funds.

Annually, the City of Needles requests that SBCTA swap their LCTOP allocations for STA funds to reduce the administrative burden of the LCTOP funds. A swap of \$5,817 was approved by the Board in April 2021.

Measure I Senior and Disabled Transit Program (MSI S&D) – In the Valley Subarea, eight (8) percent of the total Measure I collected is dedicated for MSI S&D, of which two (2) percent is specifically dedicated to Consolidated Transportation Services Agency (CTSA) operations. Initially, in the Victor Valley Subarea, five (5) percent of the total Measure I collected was dedicated to MSI S&D, with one half (1/2) percent increases every five years after the initial collection of Measure I 2010-2040 revenues, to a maximum of seven and a half (7-1/2) percent. Currently, six (6) percent of the Victor Valley Subarea Measure I collected is allocated to VVTA to support S&D transit, with all increases above five (5) percent coming from the MSI Local Streets Program. In the Rural Mountain/Desert Subareas, five (5) percent of the total Measure I collected continues to be dedicated to MSI S&D based on Board approval in February 2019 as an increase was not required to address unmet transit needs of senior and disabled transit services.

One hundred (100) percent of the estimated annual MSI S&D funds available are allocated to the transit operator serving the MSI Subarea. In the Valley Subarea, Omnitrans is the only operator eligible to use these funds. The MSI S&D funds are administered as a pass-through; therefore, the operators receive only the amounts actually received by SBCTA.

Federal Transit Administration (FTA) Section 5307 Urban Area Formula Funds – Section 5307 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino Urbanized Area (UZA) and the Los Angeles/Long Beach/Anaheim UZA. These Valley UZAs receive apportionments for Section 5307 per an apportionment formula codified in Title 49 of the United States Code, which includes a formulaic split for buses and fixed guideway. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. VVTA is the only operator in an urbanized area in San Bernardino County outside the Valley area. Eligible activities include public transportation capital, planning, job access and reverse commute projects, as well as operating expenses under certain circumstances that do not exist in the San Bernardino Valley. This program requires a twenty (20) percent local match. SBCTA is responsible for allocating the funds available to the Riverside/San Bernardino UZA and Los Angeles/Long Beach/Anaheim UZA. Per the Omnitrans' SRTP, Omnitrans' regular allocation of Section 5307 funds from SBCTA has been approximately \$16.9 million per year. Although allocations to Omnitrans have remained relatively flat, Omnitrans allocations to date have included funds that were apportioned to SBCTA by the FTA under the fixed guideway formula split; this over-allocation is being reconciled and is anticipated to be completed in FY 2021/2022.

FTA Section 5339 Urban Area Formula Funds for Bus and Bus Facilities – Section 5339 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA and the Los Angeles/Long Beach/Anaheim UZA. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. The formula is based on population, vehicle revenue miles, and passenger miles. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. This program requires a twenty (20) percent local match.

FTA Section 5311 Rural Area Formula Funds (Regional Apportionment) – Section 5311 funds are rural formula funds apportioned by Caltrans to the San Bernardino County region based on population. Eligible activities include public transportation planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services. This program requires a twenty (20) percent local match for capital projects and a fifty (50) percent match for operating assistance. SBCTA further apportions the funds to the four rural operators based on population. SBCTA is responsible for ensuring proposed projects are selected and eligible, and for preparation of the Program of Projects (POP) that is submitted to Caltrans.

FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program – Section 5310 funds are federal formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA, the Los Angeles/Long Beach/Anaheim UZA, and the Victorville/Hesperia UZA to support transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. Eligible activities would improve mobility for seniors and individuals with disabilities by

removing barriers to transportation service and expanding transportation mobility options, including both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act (ADA) complementary paratransit services. Although SCAG apportions this funding to SBCTA, the Riverside/San Bernardino and Victorville/Hesperia UZAs are administered through Caltrans on SBCTA's behalf. The Los Angeles/Long Beach/Anaheim UZA funds are allocated by SBCTA to Omnitrans as part of the Annual Operators allocation. Omnitrans, in return, will add MSI Consolidated Transportation Services Agency (CTSA) funds to its MSI CTSA call-for-projects in an amount equivalent to the Section 5310 funding received. This action was done to help ease the burden of FTA oversight by Omnitrans as non-profits had difficulty meeting some of the FTA requirements. This was approved by the Board in November 2020.

In December 2020, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) was approved. That relief package included a small amount of funding for Section 5310 Senior and Disabled for operating. Additionally in March 2021, the American Rescue Plan (ARP) Act was approved and included additional 5310 allocation. The total for both allocations is \$143,367 (CRRSAA \$71,698 and ARP \$71,669).

Congestion Mitigation and Air Quality Funds (CMAQ) – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weight factors to specific air basins such as the South Coast Air Basin and Mojave Desert Air Basin. SBCTA receives annual apportionments of CMAQ funds and is the agency responsible for selecting projects. Activities typically eligible for CMAQ funding include: high occupancy vehicle and express lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA is responsible for submitting a CMAQ annual report to the Federal Highway Administration (FHWA) and Caltrans. The annual report documents the results of emission reduction assessments for projects in San Bernardino County using CMAQ funding for each Federal FY. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and the California Air Resources Board.

The Board has identified funding gaps for transit as a high priority for allocation of CMAQ funds. Additionally, the Board approved Policy 40023 in February 2015 to ensure a proportional share of State and Federal funds are available for each Subarea in accordance with the Measure I 2010-2040 Expenditure Plan. Typically, the Board adopts a 10-year allocation plan for CMAQ funds for transit operators during this allocation process, which is then incorporated in the biennial analysis of the 10-Year Delivery Plan. However, since it is anticipated that additional CMAQ funds will be allocated to meet the zero-emission bus mandate, and some operators are still refining estimates for those needs, a 10-year CMAQ allocation plan will be included in conjunction with the approval of the 2021 Update to the 10-Year Delivery Plan later this calendar year.

An additional fund source available to the transit operators, not included above or identified in Attachment 1, is LTF Article 3 funds. Article 3 funds are made available to transit operators for projects that improve access to transit stops for pedestrians and persons with disabilities and to eligible entities for bicycle and pedestrian facilities. These funds are allocated through a call-for-projects process under separate Board action.

Transit Committee Agenda Item

June 10, 2021

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LTF, STA and SGR funds available for allocation to the individual transit operators are included in the SBCTA FY 2021/2022 Budget. Annual MSI S&D funds are also included in the budget; however, this item includes an additional allocation to Omnitrans for the I Street Access Facility. Depending on the timing of those improvements, a future budget amendment may be necessary. The various other FTA, CMAQ and LCTOP funds are received directly by the transit operators and, therefore, are not included in the SBCTA FY 2021/2022 Budget.

Lastly because the CRRSAA and ARP were swiftly signed into action, the FTA and Caltrans (who administers CRRSAA for the smaller operators) may be overwhelmed with grant requests, and it is unknown how fast the CRSSA and ARP funds will actually be disbursed to meet the needs of the operators. Consequently, approval of Recommendation C will allow SBCTA to be flexible with reserve LTF funding to meet cash flow needs of the operators to maintain essential transit services through the end of the fiscal year. LTF reserves disbursed under this authority will be replenished in FY 2022/2023 as a reduction to the amount requested.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

San Bernardino County Transportation Authority

ATTACHMENT 1

Fiscal Year 2021/2022 Operator Allocations

SBCTA Allocations	MBTA	Mtn. Transit	Needles	Omnitrans	VVTA	Total
LTF	\$3,834,010	\$2,832,613	\$261,902	\$0	\$23,246,347	\$30,174,872
LTF Carryover	\$0	\$0	\$0	\$14,586,287	\$0	\$14,586,287
STA - Population	\$207,547	\$3,090,000	\$5,817	\$0	\$0	\$3,303,364
Measure I - S&D	\$140,500	\$127,050	\$22,400	\$9,474,000	\$1,456,700	\$11,220,650
Measure I - CTSA	\$0	\$0	\$0	\$3,158,000	\$0	\$3,158,000
Measure I - S & D - I Street Access Facility	\$0	\$0	\$0	\$7,000,000	\$0	\$7,000,000
CMAQ	\$175,575	\$681,832	\$0	\$0	\$3,690,000	\$4,547,407
FTA 5307 (non-stimulus)	\$0	\$0	\$0	\$4,314,247	\$8,337,734	\$12,651,981
FTA 5339 (non-stimulus)	\$0	\$0	\$0	\$2,034,284	\$990,123	\$3,024,407
FTA 5311 (non-stimulus)	\$437,331	\$309,166	\$43,526	\$0	\$737,302	\$1,527,325
Prior Year Surplus Funds	\$0	\$0	\$0	\$0	\$0	\$0
Allocations/Estimates from other SBCTA Board actions or by other entities						
STA - Operator	\$49,557	\$27,229	\$2,806	\$1,652,838	\$218,432	\$1,950,862
STA - Operator FY2020 Negative Balance ¹	\$0	\$0	-\$237	\$0	-\$33,852	-\$34,089
SGR - Population	\$116,517	\$78,099	\$7,959	\$2,683,866	\$706,462	\$3,592,903
SGR - Operator	\$10,599	\$5,824	\$600	\$353,504	\$46,718	\$417,245
LCTOP - Population	\$79,037	\$52,977	Swapped for STA-Pop	\$580,000	\$479,214	\$1,191,228
LCTOP - Population Carryover- Route 87 ²	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
LCTOP - Operator	\$7,384	\$4,057	Swapped for STA-Pop	\$246,285	\$32,548	\$290,274
FTA 5310 (non-stimulus)	\$0	\$0	\$0	\$831,331	\$0	\$831,331
FTA 5310 COVID-19 Stimulus (CRRSAA + ARPA) ³	\$0	\$0	\$0	\$143,367	\$0	\$143,367
FTA 5311 COVID-19 Rural Stimulus (CRRSAA) ³	\$2,970,766	\$2,897,513	\$326,767	\$0	\$2,340,469	\$8,535,515
FTA 5307 COVID-19 Stimulus (CARES Carryover/ARPA) ³	\$0	\$0	\$0	\$41,279,402	\$4,572,434	\$45,851,836
Grand Total	\$8,028,823	\$10,106,360	\$671,540	\$89,337,411	\$46,820,631	\$154,964,765

¹ Due to VVTA and Needles STA-Operator shares being negative at the end of FY 2019/2020 because SCO estimate was higher than actual receipts.

² LCTOP Allocated in FY 2020/2021 carried over for Route 87 operations.

³ Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) funds allocated by SBCTA Board under separate actions in April and June 2021. FTA 5311 ARPA apportionment not yet available from Caltrans.

Attachment 2

Summary of Changes to SRTP Revenue Assumptions for FY 2021/2022¹

Operator	FY 2021/2022 Total Revenues	LTF/ LTF Carryover	STA	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339) ²	FTA COVID-19 Stimulus (CARES/CRRSAA/ ARPA) ⁹
MBTA Plan ³	\$ 4,704,990	3,215,552	133,959	106,946	151,262	127,406	563,292	406,573	
Amendment	\$ 8,028,823	3,834,010	257,104	127,116	86,421	140,500	175,575	437,331	2,970,766
Difference	\$ 3,323,833	618,458	123,145	20,170	(64,841)	13,094	(387,717)	30,758	2,970,766
Mountain Transit Plan	\$ 4,099,073	2,770,860	113,613	-	250,000	122,826	560,000	281,774	
Amendment⁴	\$ 10,106,360	2,832,613	3,117,229	83,923	57,034	127,050	681,832	309,166	2,897,513
Difference	\$ 6,007,287	61,753	3,003,616	83,923	(192,966)	4,224	121,832	27,392	2,897,513
Needles Plan ⁵	\$ 616,218	222,407	329,838	-	10,464	12,882		40,627	
Amendment⁶	\$ 671,540	261,902	8,386	8,559	-	22,400		43,526	326,767
Difference	\$ 55,322	39,495	(321,452)	8,559	(10,464)	9,518	-	2,899	326,767
Omnitrans Plan ⁷	\$ -								
Amendment⁸	\$ 89,337,411	14,586,287	1,652,838	3,037,370	1,826,285	19,632,000	-	7,179,862	41,422,769
Difference	\$ 89,337,411	14,586,287	1,652,838	3,037,370	1,826,285	19,632,000	-	7,179,862	41,422,769
VVTA Plan	\$ 33,419,151	18,272,263	247,960	664,186	716,313	1,261,201	3,523,000	8,734,228	
Amendment	\$ 46,820,631	23,246,347	184,580	753,180	511,762	1,456,700	3,690,000	10,065,159	6,912,903
Difference	\$ 13,401,480	4,974,084	(63,380)	88,994	(204,551)	195,499	167,000	1,330,931	6,912,903
Total Original Plan	\$ 42,839,432	24,481,082	825,370	771,132	1,128,039	1,524,315	4,646,292	9,463,202	-
Total Amendment	\$ 154,964,765	44,761,159	5,220,137	4,010,148	2,481,502	21,378,650	4,547,407	18,035,044	54,530,718
TOTAL INCREASE/(DECREASE)	\$ 112,125,333	20,280,077	4,394,767	3,239,016	1,353,463	19,854,335	(98,885)	8,571,842	54,530,718

¹ Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues)

² FTA FY 2021/2022 apportionments are not available now; amounts are estimates primarily based on FY 2020/2021 apportionments.

³ MBTA revised their vehicle needs and CMAQ decreased.

⁴ Mtn Transit STA allocation includes \$3.09 million for new facilities.

⁵ Needles swapping LCTOP for STA.

⁶ In FY21/22 Needles does not need vehicles and has STA dollars from previous allocations to make bus stop changes

⁷ Omnitrans MSI allocation includes \$7 million for I Street Access Facility.

⁸ Omnitrans SRTP 2021 - 2026 has not been completed. This Amendment adds this current year into their most recent SRTP 2015- 2021.

⁹ CRRSAA & ARPA 5310 Stimulus funds were allocated to the LA/LB UZA, but the RIV/SB & Victor Valley UZAs were allocated to Caltrans.

Minute Action

AGENDA ITEM: 13

Date: June 10, 2021

Subject:

Allocation of Transportation Development Act Funds for Fiscal Year 2021/2022

Recommendation:

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

Adopt Resolution No. 21-043 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2021/2022 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

Background:

Section 99214 of the California Public Utilities Code designates the San Bernardino County Transportation Authority (SBCTA) as the agency responsible for administering the Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance (STA) apportionments, issuance of LTF and STA allocation instructions to the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector, and authorization of LTF and STA payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations, requires that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions. Resolution No. 21-043 fulfills this requirement. The issuance of LTF and STA allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SBCTA Transit Program and other eligible TDA claimants, consistent with apportionments and allocations adopted by the SBCTA Board of Directors (Board).

Throughout the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against various documents. Some of the documents used as the basis for approving the statutory claims of TDA funding include the most recently approved transit operator Short Range Transit Plans, the SBCTA 10-Year Delivery Plan and the SBCTA Fiscal Year (FY) Budget.

Following approval of a transit claim, staff issues allocation instructions to the County Auditor-Controller/Treasurer/Tax Collector authorizing the use of the funds by the claimant for specific purposes. Then, throughout the year, staff requests disbursements of funds from the County in accordance with disbursement requests submitted by the claimants.

In March 2021, the Board approved the FY 2021/2022 LTF and STA apportionments. The apportionments have been incorporated into the proposed FY 2021/2022 SBCTA budget. Allocations to individual transit operators will be presented to the Board for approval in July 2021.

Financial Impact:

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

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 10, 2021

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Reviewed By:

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

Responsible Staff:

Michele Fogerson, Chief of Fund Administration

Approved
Transit Committee
Date: June 10, 2021

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 21-043

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2021/2022

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the SBCTA Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

WHEREAS, the Board has adopted the SBCTA 10-Year Delivery Plan and annual SBCTA budgets documenting anticipated expenditures for SBCTA's transit programs; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Fund consistent with the adopted plans, apportionments, and allocations; and

WHEREAS, the Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the annual SBCTA budgets include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process; and

WHEREAS, SBCTA has incorporated the amount to be allocated to each of the transit operators and SBCTA into its Fiscal Year 2021/2022 Budget.

NOW THEREFORE BE IT RESOLVED, by the San Bernardino County Transportation Authority:

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2021/2022 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, SBCTA's 10-Year Delivery Plan, and SBCTA's annual budget, as applicable, and as amended through subsequent Board action.

2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Fixing America's Surface Transportation (FAST) Act.
4. The sum of the claimant's allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 7, 2021.

Frank J. Navarro, President
San Bernardino County Transportation Authority

ATTEST:

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

TRANSIT COMMITTEE ATTENDANCE RECORD – 2021

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

Communication: Attendance (Additional Information)

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

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

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

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
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



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