

AGENDA

Transit Committee Meeting

October 14, 2021

9:00 AM

Location

San Bernardino County Transportation Authority

First Floor Lobby Board Room

1170 W. 3rd Street, San Bernardino, CA 92410

Transit Committee Membership

Chair

Vice Mayor Ray Marquez
City of Chino Hills

Mayor Pro Tem Alan Wapner
City of Ontario

Vice Chair

Council Member David Avila
City of Yucaipa

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mayor Frank Navarro
City of Colton

Mayor Deborah Robertson
City of Rialto

Mayor Acquanetta Warren
City of Fontana

Mayor John Valdivia
City of San Bernardino

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

Transit Committee Meeting

**October 14, 2021
9:00 AM**

Location

SBCTA Office

First Floor Lobby Board Room

1170 W. 3rd Street, San Bernardino, CA 92410

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 Ray Marquez)

- 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.

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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. 12

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. 2022 Transit Committee Meeting Schedule** Pg. 19

Approve the 2022 Transit Committee meeting schedule.

Presenter: Carrie Schindler

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

Discussion - Transit

- 4. Amendment No. 2 to Agreement No. 19-1002203 for Regional Rideshare and Vanpool Program Online System** Pg. 33

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

Approve Amendment No. 2 to Contract No. 19-1002203 with Trapeze Software Group, Inc., increasing the not-to-exceed contract amount from \$1,057,159 to \$1,167,042, contingent upon receipt of valid certificates of insurance.

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 Manager have reviewed this item and the draft amendment.

- 5. Delegation of Annual Renewals of End User License Maintenance and Support Agreements and Purchase Orders with TransTrack Systems, LLC** Pg. 41

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

Authorize the Executive Director, or his designee, to approve annual renewals with TransTrack Systems, LLC, for the End User License Maintenance and Support Agreements to store operating data and reports for bus, vanpool and future Arrow service, and to execute annual purchase orders for up to a ten (10) year period with TransTrack Systems, LLC, for a

Agenda Item 5 (cont.)

total not-to-exceed amount of \$570,000 in accordance with Procurement Policy No. 11000, Section VI.A.4.

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 Manager have reviewed this item.

6. 2021 Transportation Development Act Award of Article 3 Transit Stop Access Improvement Projects Pg. 81

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

Award Transportation Development Act Article 3 funds for Transit Stop Access Improvement projects in the amount of \$775,323.22 as identified in Attachment A to this item.

Presenter: Nancy Strickert

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

7. West Valley Connector-Phase I – Amendment No. 1 to Cooperative Agreement No. 17-1001638 with Omnitrans Pg. 86

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

A. Approve Amendment No. 1 to Contract Number 17-1001638 with Omnitrans, memorializing the roles and responsibilities of each agency for the implementation of the West Valley Connector Project and providing for Omnitrans' contribution to reimburse the San Bernardino County Transportation Authority (SBCTA) for the cost of the project, in a revised not-to-exceed amount of \$139,344,117 and for SBCTA to reimburse Omnitrans in a revised not-to-exceed amount of \$35,051,386.

B. Approve a budget amendment for the Fiscal Year 2021/2022 Budget for Task 0315, Transit Capital, to substitute \$3,400,000 of Federal Transit Administration 5309 funds with Local Projects funds in the amount of \$3,400,000 for a zero net increase to the Budget.

Presenter: Victor Lopez

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

8. Amendment No. 5 to Cooperative Agreement No. 17-1001587 with Southern California Regional Rail Authority for the Redlands Passenger Rail Project Pg. 105

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

A. Approve Amendment No. 5 to Cooperative Agreement No. 17-1001587 between San Bernardino County Transportation Authority and Southern California Regional Rail Authority (SCRRA), for the Redlands Passenger Rail Project (RPRP) for additional support services, increasing the contract amount by \$2,341,350, for a new not-to-exceed amount of

Agenda Item 8 (cont.)

\$17,293,551.40, increasing the overall RPRP budget from \$373,669,232.30 to \$375,112,982.30.

B. Allocate an additional \$2,341,350 in Measure I Valley Metrolink/Rail Service Funds to the RPRP.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$1,443,750 in Measure I Valley Metrolink/Rail Service Funds.

Presenter: Victor Lopez

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

9. Redlands Passenger Rail Project – Amendment No. 4 to Construction Management Consultant Contract No. 18-1001834 Pg. 118

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

A. Approve Amendment No. 4 to Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for Construction Management Consultant Services for the Redlands Passenger Rail Project Rail Storage and Maintenance Facility, increasing the contract amount by \$206,804.38, for a new lump sum amount not-to-exceed \$2,823,213.40, and extending the termination date to April 30, 2022.

B. Approve contingency of an amount not-to-exceed \$116,196.07 for Contract No. 18-1001834 and authorize the Executive Director, or his designee, to release contingency as necessary for the Project to be funded with State Transit Assistance funds.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$206,804.38 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 Manager have reviewed this item.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Acronym List

Mission Statement

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The next Transit Committee Meeting is scheduled for November 10, 2021.

Meeting Procedures and Rules of Conduct

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility - The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

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

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

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: *October 14, 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	19-1002070	Granite Construction Company <i>Brad J. Williams</i>	Pacific Crane and Hoist, Inc. Facility Builders & Erectors, Inc. Beeson Masonry & Concrete, Inc. dba Pacific Pervious Coreslab Structures (LA), Inc. H. Wayne Lewis, Inc. dba Amber Steel Company Ken Curran Electric, Inc. PGC Construction, Inc.

Entity: San Bernardino County Transportation Authority

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2 Cont'd			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. Dba Meadows Mechanical
4	19-1002203	Trapeze Software Group, Inc. <i>Bill Delaney</i>	None
5	Purchase Order #0599W	TransTrack Systems, LLC <i>Mary Sue O'Melia</i>	None
9	18-1001834	Lockwood, Andrews & Newnam, Inc. <i>Timothy J. Schmidt</i>	None

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: October 14, 2021

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: *October 14, 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) Diesel Multiple Units (DMU) 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 054.1: CN 105, Communication design changes, material costs (\$452,027.77)
 - 2) CCO 066: CN 147, Anchor bolt inspection on existing light foundations (\$952.50)
 - 3) CCO 101: CN 135, SCRRA parking lot blow-off relocation (\$18,583.15)
 - 4) CCO 102: CN 162, Twin Creek guardrail expansion (\$11,170.00)
 - 5) CCO 103: CN 149, Arrowhead Avenue streetlight adjustment (\$11,000.00)
 - 6) CCO 104: CN 122, California Avenue traffic signal pole revisions (\$7,777.25)
 - 7) CCO 105: CN 012, Changes to gravity walls based upon field conditions (\$9,075.40)
 - 8) CCO 106: CN 154, Frontier conduit at Esri station (\$4,704.00)
 - 9) CCO 110: CN 169, Bryn Mawr guard panel (\$12,000.00)
 - 10) CCO 111: CN 174, City of Redlands water service Esri station (\$10,000.00)
 - 11) CCO 112: CN 063, Left hand switch ties #10 cross over at CP Zanja (\$8,000.00)
 - 12) CCO 114: CN 166, CP Redlands signal house fence damage due to 3rd party (\$9,197.40)
 - 13) CCO 115: CN 170, Santa Ana River Bridge flexible conduit protection (\$3,752.49)
 - 14) CCO 119: CN 144, Leaving signal MP 60.24 light aircraft damage and repair (\$31,276.01)
 - 15) CCO 120: CN 148, Sierra Way street light revisions (\$23,000.00)
 - 16) CCO 121: CN 172, SCE Metering revisions at Texas Street (\$8,428.38)

Entity: San Bernardino County Transportation Authority

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17) CCO 122: CN 193, Central Avenue signal shelter retaining wall (\$13,165.23)

18) CCO 125: Quantity reconciliation Bid Item 273 Fiber Optic (\$250,722.30)

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 029: Retrofit to main gate for proper functioning (\$9,976.37)

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: October 14, 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 model revisions.	\$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
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
34	CN 107 - Waterman 36" water main protection slab precast material costs .	\$96,273.62

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

Attachment: October Transit Committee Change Orders DRT (AMF Updates) (8032 : Contract Change Orders to on-going Contracts with

Rail and Transit Construction Contracts

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 SCRRRA 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 SCRRRA turnout 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
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
54.1	CN 105 - Communication design changes, material costs	\$452,027.77
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
62	CN 104 - E Street waterline relocation	\$120,052.18
63	CN 145 - Mitten building roof drain erosion protection	\$1,953.99
64	CN 163 - DS-16 Repair Work (IVDA Damage)	\$9,843.25
65	CN 091 - Modifications to the Santa Ana River Bridge at SARTS abutment	\$130,126.33
66	CN 147- Anchor bolt inspection on existing light foundations	\$952.50
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
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
75	CN 075 - Arrowhead Ave encase existing utilities	\$26,171.45
76	CN 139 - Esri Station Canopy Overhang Support	\$5,651.41
77	CN 159 - UD 29-2 Cleanout conflict with No 14 turnout	\$2,484.74
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

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

Rail and Transit Construction Contracts

82	CN 110 - Rip rap adjacent to DS-12	\$104,105.01
83	CN 042 - Revised signal WCNSS plans	\$75,000.00
84	CN 074 - SCE Metering provisions Alabama Street	\$36,500.00
85	CN 129 - SBTC Parking Lot Mods	\$99,000.00
86	CN 086 - Warm Creek Channel Revisions	\$14,000.00
87	CN 061 - Tippecanoe Station Frontier Conduit install	\$20,697.85
88	CN 106 - University Street Driveway at Apartments	\$14,000.00
89	CN 128 - Historic Warm Creek Bridge block wall	\$13,500.00
90	CN 046 - DS 24 Catch basin modification	\$3,700.00
91	CN 120 - Increase BI 434 (Continuous Welded Rail)	\$12,233.76
93	CN 090 - Nevada St SCE Mainline Relocation	\$155,000.00
94	CN 097 - Gage canal floodwall revisions	\$95,000.00
95	CN 133 - SARB Utility Hangars	\$110,000.00
96	CN 150 - SBTC Platform conduit revisions and installation	\$60,000.00
97	CN 102 - UOR Station Revisions	\$50,000.00
99	CN 111 - Install conduit needed for communications services at University of Redlands Station	\$25,500.00
100	CN 151 - Install conduit needed for communications services at Downtown Redlands Station	\$21,481.71
101	CN 135, SCRRA parking lot blow-off relocation	\$18,583.15
102	CN 162, Twin Creek guardrail expansion	\$11,170.00
103	CN 149, Arrowhead Avenue streetlight adjustment	\$11,000.00
104	CN 122, California Avenue traffic signal pole revisions	\$7,777.25
105	CN 012, Changes to gravity walls based upon field conditions	\$9,075.40
106	CN 154, Frontier conduit at Esri station	\$4,704.00
110	CN 169, Bryn Mawr guard panel	\$12,000.00
111	CN 174, City of Redlands water service Esri station	\$10,000.00
112	CN 063, Left hand switch ties #10 cross over at CP Zanja	\$8,000.00
113	CN 153 - Signal Shelter Battery Charging provisions	\$30,309.27
114	CN 166, CP Redlands signal house fence damage due to 3rd party	\$9,197.40
115	CN 170, Santa Ana River Bridge flexible conduit protection	\$3,752.49
117	Bid item quantity reconciliation	\$98,066.41
118	CN 183 - Orange Street Drainage Revisions	\$49,493.43
119	CN 144, Leaving signal MP 60.24 light aircraft damage and repair	\$31,276.01
120	CN 148, Sierra Way street light revisions	\$23,000.00
121	CN 172, SCE Metering revisions at Texas Street	\$8,428.38
122	CN 193, Central Avenue signal shelter retaining wall	\$13,165.23
125	Quantity reconciliation Bid Item 273 Fiber Optic	\$250,722.30
CCO TOTAL		\$14,899,629.15
APPROVED CONTINGENCY		\$15,423,207.19
CONTINGENCY INCREASE		\$7,711,607.40
REMAINING CONTINGENCY		\$8,235,185.44

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

Attachment: October Transit Committee Change Orders DRT (AMF Updates) (8032 : Contract Change Orders to on-going Contracts with

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
7	Water quality plan check revisions.	\$649,083.54
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 SCRRA).	\$297,393.47
12	Time Impact Analysis 1.2 (Sewer) - Increase time related overhead for sewer delays.	\$300,000.00
13	Modifications to asphalt concrete paving limits & utility adjustments	\$284,000.65
14	Addition of fire retardant framing in the electrical communication room and detection of a separate air compressor room.	\$40,000.00
15	Miscellaneous electrical revisions for conduit and breakers	\$36,026.30
19	Bumping Post Modifications.	\$4,750.00
20	Addition of phone and internet conduit.	\$27,846.50
21	Perform structural review of preliminary door & mezzanine retrofits (T&M)	\$42,000.00
23	Relocation of Oil Drip Pan (Lump Sum)	\$17,000.00
24	Modifications to light pole foundations due to unforeseen obstructions.	\$9,323.73
25	Additional door hardware	\$3,805.20
29	Main Gate Retrofit	\$9,976.37
CCO TOTAL		\$1,835,445.02
APPROVED CONTINGENCY		\$8,363,400.00
REMAINING CONTINGENCY		\$6,527,954.98

Attachment: October Transit Committee Change Orders DRT (AMF Updates) (8032 : Contract Change Orders to on-going Contracts with

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

Rail and Transit Construction Contracts

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 SCRRA branding.	\$49,434.00
5	Modification of the propulsion master controller.	\$118,890.83
6	Addition of dual end Positive Train Control power cycle functionality.	\$54,520.00
CCO TOTAL		\$657,044.83
APPROVED CONTINGENCY		\$3,390,508.00
REMAINING CONTINGENCY		\$2,733,463.17

Attachment: October Transit Committee Change Orders DRT (AMF Updates) (8032 : Contract Change Orders to on-going Contracts with

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

Minute Action

AGENDA ITEM: 3

Date: *October 14, 2021*

Subject:

2022 Transit Committee Meeting Schedule

Recommendation:

Approve the 2022 Transit Committee meeting schedule.

Background:

The San Bernardino County Transportation Authority (SBCTA) Transit Committee has established a regular meeting schedule on the second Thursday of the month following the SBCTA Board meeting, beginning at 9:00 a.m., in the 1st Floor Lobby at the Santa Fe Depot. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

A proposed 2022 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed 2022 meeting schedule does conform to the second Thursday of the month following the SBCTA Board of Directors meeting.

The proposed 2022 Transit Committee meeting dates are as follows:

January 13, 2022
 February 10, 2022
 March 10, 2022
 April 14, 2022
 May 12, 2022
 June 9, 2022
 July 14, 2022 (**DARK**)
 August 11, 2022
 September 15, 2022*
 October 13, 2022
 November 10, 2022
 December 15, 2022*

**This date falls on the 3rd Thursday of the month*

Financial Impact:

Approval of the meeting schedule has no direct impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

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

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

Transit Committee Agenda Item
October 14, 2021
Page 2

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Transit Committee
Date: October 14, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SBCTA / SBCOG 2022 Master Calendar

~ January 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 New Year's Day Holiday
2	3	4	5 Board	6 City/County Manager's TAC SCAG Regional Council	7 Orthodox Christmas	8
9	10	11	12 General Policy Committee Legislative Policy Committee	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	14 Orthodox New Year	15
16	17 Martin Luther King Day Holiday	18	19 LAFCO Hearing US Conference of Mayors	20 League of California Cities New Mayors & Council Members Academy US Conference of Mayors	21 Mt/Desert Policy Committee League of California Cities New Mayors & Council Members Academy US Conference of Mayors	22
23	24	25	26	27 League of California Cities New Mayors & Council Members Academy	28 League of California Cities New Mayors & Council Members Academy	29
30	31					

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ February 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC SCAG Regional Council	4	5
6	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11	12 NACo Legislative Conference
13 NACo Legislative Conference	14 NACo Legislative Conference	15 NACo Legislative Conference	16 LAFCO Hearing NACo Legislative Conference	17	18 Mt/Desert Policy Committee	19
20	21 Presidents' Day Holiday	22	23	24	25	26
27	28					

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ March 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC SCAG Regional Council	4	5
6	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11	12
13 Daylight Savings Time Begins	14	15	16 LAFCO Hearing	17	18 Mt/Desert Policy Committee	19
20	21	22	23	24	25	26
27	28	29	30	31 Cesar Chavez Day		

Attachment: 2022 Master Meeting Calendar (6942 : 2022 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ April 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *City/County Manager's TAC cancelled due to City/County Conference.					1	2 Ramadan
3 Ramadan	4 Ramadan	5 Ramadan	6 Board Ramadan	7 *City/County Manager's TAC (Cancelled) SCAG Regional Council City/County Conference Ramadan	8 City/County Conference Ramadan	9 Ramadan
10 Ramadan	11 Ramadan	12 Ramadan	13 General Policy Committee Legislative Policy Committee Ramadan	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Ramadan	15 Mt/Desert Policy Committee Good Friday Passover Ramadan	16 Passover Ramadan
17 Easter Passover Ramadan	18 Passover Ramadan	19 Passover Ramadan	20 LAFCO Hearing Passover Ramadan	21 Passover Ramadan	22 Passover Ramadan	23 Passover Ramadan
24 Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan	29 Laylat al-Qadr Ramadan	30 Ramadan

Attachment: 2022 Master Meeting Calendar (6942 : 2022 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ May 2022 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Ramadan	2 Ramadan	3	4 Board	5 City/County Manager's TAC SCAG Regional Council SCAG General Assembly (Tentative)	6 SCAG General Assembly (Tentative)	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13	14
15	16	17	18 LAFCO Hearing	19	20 Mt/Desert Policy Committee	21
22	23	24	25	26	27	28
29	30 Memorial Day Holiday	31				

Attachment: 2022 Master Meeting Calendar (6942 : 2022 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ June 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: **It is important to note we do not have any information on when the League of CA Cities Mayors & Council Members Executive Forum will take place.			1 Board	2 City/County Manager's TAC SCAG Regional Council	3	4 Shavuot
5 Shavuot	6 Shavuot	7	8 General Policy Committee Legislative Policy Committee	9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	10	11
12	13	14	15 LAFCO Hearing	16	17 Mt/Desert Policy Committee	18
19	20	21	22	23	24	25
26	27	28	29	30		

Attachment: 2022 Master Meeting Calendar (6942 : 2022 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ July 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No policy committee meetings.					1	2
3	4 Independence Day Holiday	5	6 Board	7 *City/County Manager's TAC (DARK) SCAG Regional Council	8	9 Eid al-Adha
10 Eid al-Adha	11 Eid al-Adha	12 Eid al-Adha	13 *General Policy Committee (DARK) *Legislative Policy Committee (DARK) Eid al-Adha	14 *Transit Committee (DARK) *Metro Valley Study Session (DARK) *I-10/I-15 Joint Sub-Committee (DARK)	15 *Mt/Desert Policy Committee (DARK)	16
17	18	19	20 LAFCO Hearing	21 NACo Annual Meeting	22 NACo Annual Meeting	23 NACo Annual Meeting
24 NACo Annual Meeting	25	26	27	28	29	30 Muharram
31						

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ August 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 *Board (DARK)	4 City/County Manager's TAC SCAG Regional Council	5	6
7	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14	15	16	17 LAFCO Hearing	18 Janmashtami	19 Mt/Desert Policy Committee Janmashtami	20
21	22	23	24	25	26	27
28	29	30	31	NOTES: *No Board Meeting.		

Attachment: 2022 Master Meeting Calendar (6942 : 2022 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ September 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 rd Thursday of the month. **It is important to note we do not have any information on when the League of CA Cities Annual Conference will take place.				1 City/County Manager's TAC SCAG Regional Council	2	3
4	5 Labor Day Holiday	6	7 Board	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21 LAFCO Hearing	22	23	24
25 Rosh Hashanah	26 Rosh Hashanah Navratri	27 Rosh Hashanah Navratri	28 Navratri	29 Navratri	30 Navratri	

Attachment: 2022 Master Meeting Calendar (6942 : 2022 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ October 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Navratri
2 Navratri	3 Navratri	4 Navratri Yom Kippur	5 Board Navratri Yom Kippur	6 City/County Manager's TAC SCAG Regional Council	7	8 Prophet Muhammad's Birthday
9 Sukkot	10 Columbus Day Holiday Sukkot	11 Sukkot	12 General Policy Committee Legislative Policy Committee Sukkot	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Sukkot	14 Sukkot	15 Sukkot
16 Shemini Atzeret Sukkot	17 Shemini Atzeret Simchat Torah	18 Shemini Atzeret Simchat Torah	19 LAFCO Hearing	20	21 Mt/Desert Policy Committee	22
23	24 Diwali	25	26	27	28	29
30	31 Halloween					

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ November 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC SCAG Regional Council	4	5
6 Daylight Savings Time Ends	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub- Committee	11 Veteran's Day Holiday	12
13	14 CSAC Annual Meeting	15 CSAC Annual Meeting	16 LAFCO Hearing CSAC Annual Meeting	17 CSAC Annual Meeting	18 Mt/Desert Policy Committee CSAC Annual Meeting	19
20	21	22	23	24 Thanksgiving Day Holiday	25 Thanksgiving Day After	26
27	28	29	30			

Attachment: 2022 Master Meeting Calendar (6942 : 2022 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ December 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 rd Thursday of the month.				1 City/County Manager's TAC SCAG Regional Council	2	3
4	5	6	7 Board	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18 Hanukkah	19 Hanukkah	20 Hanukkah	21 LAFCO Hearing Hanukkah	22 Hanukkah	23 Christmas Eve (Observed) Holiday Hanukkah	24 Christmas Eve Hanukkah
25 Christmas Day Hanukkah	26 Christmas Day (Observed) Holiday Hanukkah Kwanzaa	27 Kwanzaa	28 Kwanzaa	29 Kwanzaa	30 New Years Eve (Observed) Holiday Kwanzaa	31 New Years Eve Kwanzaa

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Minute Action

AGENDA ITEM: 4

Date: *October 14, 2021*

Subject:

Amendment No. 2 to Agreement No. 19-1002203 for Regional Rideshare and Vanpool Program Online System

Recommendation:

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

Approve Amendment No. 2 to Contract No. 19-1002203 with Trapeze Software Group, Inc., increasing the not-to-exceed contract amount from \$1,057,159 to \$1,167,042, contingent upon receipt of valid certificates of insurance.

Background:

On July 7, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the merging of regional rideshare activities with Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). The action included approval of Amendment No. 1 to Contract No. 19-1002203 with Trapeze Software Group, Inc. for regional rideshare and vanpool support activities to incorporate additional sub-licenses and consolidate software. The total contract amount approved by the Board on July 7, 2021 included implementation costs, maintenance and hosting for Fiscal Year (FY) 2021/2022, FY 2022/2023 and FY 2023/2024, and a \$75,000 contingency.

Inadvertently, the contract value for Amendment No. 1 to Contract No. 19-1002203 did not include FY 2021/2022 maintenance and hosting expenses. It was missed in the compiling and revising of Exhibit B.1 to Attachment 1, Cost Proposal Form. Staff requests approval of Amendment No. 2 to Contract No. 19-1002203, in order to correct the error, which increases the contract value by \$109,883, from \$1,057,159 to \$1,167,042. Of this increase, \$62,109.62 will be reimbursed by RCTC for their share of the FY 2021/2022 services. SBCTA is responsible for the remaining \$47,773.38, which is included in the existing program budget. LA Metro, OCTA, and VCTC are not responsible for any of the FY 2021/2022 maintenance and hosting expenses due to only RCTC and SBCTA being active for services under the contract during the year, and the five county consolidation not being effective until FY 2022/2023.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nicole Soto, Management Analyst II

Entity: San Bernardino County Transportation Authority

Approved
Transit Committee
Date: October 14, 2021
Witnessed By:

Contract Summary Sheet

4.a

General Contract Information

Contract No: 19-1002203 Amendment No.: 2Contract Class: Payable Department: TransitVendor No.: 03325 Vendor Name: Trapeze Software GroupDescription: Regional Rideshare and Vanpool Program Online SystemList Any Related Contract Nos.: 21-1002572

Dollar Amount			
Original Contract	\$	350,000.00	Original Contingency \$ -
Prior Amendments	\$	707,159.00	Prior Amendments \$ -
Current Amendment	\$	109,883.00	Current Amendment \$ -
Total/Revised Contract Value	\$	1,167,042.00	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ 1,167,042.00

Contract Authorization

Board of Directors Date: 11/3/2021 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date:				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	\$	1,167,042.00	\$	-
GL:	4180	30	0314	0320	52001	41100000		MSI Valley TMS		161,468.02		-
GL:	4280	30	0314	0320	52001	41100000		MSI Victor Valley TMS		40,367.01		-
GL:	6010	30	0314	0320	52001	42902010		RCTC		48,086.97		-
GL:	6010	30	0314	0320	52001	42902011		RCTC		64,610.00		-
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:

Attachment: CSS - Trapeze Rideshare Amendment No. 2 (7887 : Amendment No.2 to Agreement No. 19-1002203 for Regional Rideshare and

AMENDMENT NO. 2 TO CONTRACT NO. 19-1002203

FOR

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

This Amendment No. 2 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. On September 5, 2019, SBCTA and CONSULTANT entered into Contract No. 19-1002203 ("Contract"), setting forth the terms and conditions for Regional Rideshare and Vanpool Program Online System; and
- B. On August 16, 2021 SBCTA and CONSULTANT amended the Contract to add additional agencies into the Regional Rideshare Online System; and
- C. SBCTA and CONSULTANT desire to correct an error in Exhibit B.1, "Cost Proposal Form", to Attachment 1 to the Contract.

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

1. Exhibit B.1, "Cost Proposal Form" is replaced with Exhibit B.2, "Cost Proposal Form" attached hereto, and added to Exhibit B to Attachment 1.
2. 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 One Hundred Sixty-Seven Thousand Forty-Two Dollars (\$1,167,042), as identified under Exhibit B.2 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.2, "Price Form," to Attachment 1. The rates identified in Exhibit B.2 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.2. 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.2 or agreed to and approved by SBCTA as required under this Contract."

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

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

DRAFT

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

TRAPEZE SOFTWARE GROUP, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Bill Delaney
President

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

By: _____
Geoff Allan
CFO

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Exhibit B-2

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

RCTC/SBCTA Maintenance & Hosting

(July 1, 2020 - June 30, 2021)

Fiscal Year	County	RidePro Licenses	RidePro Maintenance	RidePro Incentives Maintenance	RidePro Hosting	RidePro Incentives Hosting	SiSense Reporting Services	Email Services	Vanpool	Total Costs
FY 21	RCTC	\$0.00	\$29,027.15	\$5,348.87	\$6,270.50	\$389.50	\$6,645.84	\$91.67	\$14,336	\$62,110
FY 21	SBCTA	\$0.00	\$29,027.15	\$5,348.87	\$6,270.50	\$389.50	\$6,645.84	\$91.67	\$0	\$47,774
FY 21 Totals		\$0	\$58,054	\$10,698	\$12,541	\$779	\$13,292	\$183	\$14,336	\$109,883

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	\$5,093	\$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 + FY21 Maint + 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	\$135,193.67	\$48,378.91	\$50,797.86	\$53,337.71	\$18,000.00	\$305,708.15
SBCTA	\$79,616.20	\$30,975.75	\$32,524.54	\$34,150.73	\$18,000.00	\$195,267.22
VCTC	\$0.00	\$10,625.01	\$11,156.26	\$11,714.06	\$1,000.00	\$34,495.33
Totals:	\$214,809.87	\$278,265.51	\$292,178.79	\$306,787.43	\$75,000.00	\$1,167,041.61

*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, iecommuter.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.
- 5) 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.

Minute Action

AGENDA ITEM: 5

Date: *October 14, 2021*

Subject:

Delegation of Annual Renewals of End User License Maintenance and Support Agreements and Purchase Orders with TransTrack Systems, LLC

Recommendation:

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

Authorize the Executive Director, or his designee, to approve annual renewals with TransTrack Systems, LLC, for the End User License Maintenance and Support Agreements to store operating data and reports for bus, vanpool and future Arrow service, and to execute annual purchase orders for up to a ten (10) year period with TransTrack Systems, LLC, for a total not-to-exceed amount of \$570,000 in accordance with Procurement Policy No. 11000, Section VI.A.4.

Background:

On June 1, 2005, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a Sole Source Purchase Order (Exhibit A) with TransTrack Systems, LLC, for the purchase of an End User License (Exhibit B) and professional services for report design, training and support of a transit operating and performance reporting system for use by all bus operators in San Bernardino County. SBCTA funded this initial software implementation to have the bus operators' data streamlined electronically and into the same software that can be accessed by SBCTA staff to report operational data to the Board, and for funding and program planning. This data is uploaded to the TransTrack system by the bus operators and also assists them in generating National Transit Database (NTD) reports in the format required by the Federal Transit Administration (FTA). In 2017, SBCTA's vanpool subsidy program was added to the TransTrack license to also allow staff to generate NTD reports, in addition to having vanpool operating data stored in the same reporting system as the bus operators. After initial launch and purchase of the TransTrack End User License, responsibility was transferred to each bus operator to annually renew and pay for the End User License Maintenance and Support Agreement. Since 2005, the bus operators have continued to renew the license agreement and use the TransTrack system. The annual cost for SBCTA's current licenses is approximately \$31,000.

In preparation for launch of Arrow service, staff has met with Metrolink and TransTrack to discuss adding a rail module to SBCTA's existing license for reporting operating data to SBCTA's Board on a quarterly basis as part of the Multimodal Transportation Quarterly Update. A data connection will be included with the rail module so that the Arrow data will automatically upload to SBCTA's TransTrack account. The estimated cost for adding the rail component to the software is approximately \$55,000. The annual cost for license and maintenance support will be approximately \$16,000. Both the implementation and annual license and maintenance costs will be the responsibility of SBCTA.

SBCTA has renewed, and will need to continue to renew, annually the TransTrack's End User License Maintenance and Support Agreement in order to access bus operator data, vanpool data,

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

October 14, 2021

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and, if approved by the Board, Arrow data. Recurring annual renewals of the TransTrack End User License exceeds five years since its initial license purchase, and is beyond the Executive Director's authority. Therefore, staff requests the Board delegate authority to the Executive Director, or his designee, to approve and execute annual renewals of TransTrack's End User License Maintenance and Support Agreements at his/her discretion for a period of 10 years, beginning Fiscal Year (FY) 2021/2022 and ending Fiscal Year 2030/2031. Accompanying the annual End User License Maintenance and Support Agreements is a request to delegate to the Executive Director, or his designee, authority to execute an annual Purchase Order with TransTrack Systems, LLC, for implementation of the rail module and annual license and maintenance support for all three services, bus, vanpool and rail, up to a 10-year period for FY 2021/2022 through FY 2030/2031. The annual purchase orders will be approximately \$100,000 the first year (which includes the addition of the rail component) and approximately \$47,000 thereafter. Both requests are in accordance with SBCTA Procurement Policy No. 11000, updated and approved by the Board on October 6, 2021, pursuant to which section IV.B.4 allows maximum terms for Contracts or Purchase Orders for software license agreements and related maintenance and support services up to 10 years.

Proceeding with a non-competitive procurement for this software license and maintenance agreement with TransTrack Systems, LLC, is allowed under SBCTA Procurement Policy No. 11000, specifically Section VI.A.4, to maintain compatibility and functionality with bus operators as TransTrack Systems, LLC, is the only provider of license and service agreements for the TransTrack System. The same software is required primarily since the bus operators continue to upload their operational and financial data to TransTrack and the additions of SBCTA's vanpool program and, if approved, Arrow service into this same system. Delegation of the annual renewals and Purchase Orders will be brought back to the Board every 10 years unless all county bus operators were to discontinue use of the TransTrack system and a new system was procured.

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. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

Responsible Staff:

Nicole Soto, Management Analyst II

Approved
Transit Committee
Date: October 14, 2021

Witnessed By:

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 24

Date: June 1, 2005

Subject: Sole Source Procurement for a Transit Operating and Performance System

- Recommendation:***
1. Approve Sole Source Purchase Order 0599W with TransTrack Systems for the purchase of an End User License and professional services for report design, training and support of a transit operating and performance reporting system in the amount of \$55,000.00 as identified in the Financial Impact Section.
 2. Approve Amendment to SANBAG Budget Task 0530905 – General Transit, increasing the task budget by \$40,000.00 for a new total of \$276,513 as identified in the Financial Impact Section.

Background: One of the findings and recommendations from the FY 2000-2002 Triennial Performance Audit of SANBAG acknowledged the attempts to implement the Transit Operating and Performance Reporting System (TOPRS). At the time of the audit this Access-based beta program had been installed at each of the six transit systems within the County and SANBAG had a purchase order with a firm to assist in implementation and reporting of data and performance. However, not all systems followed through with implementation and support from the firm that developed the system has been near non-existent. In fact no funds have been disbursed from the purchase order and staff will be canceling it.

*

Approved
 San Bernardino Associated Governments
 Board of Directors

Date: June 1, 2005

Moved: Valles

Second: Cortes

In Favor: 28

Opposed: 0

Abstained: 0

Witnessed: Anna Aldana

A new web-based system, TransTrack, has been developed and successfully tested at the Montebello Bus Lines. Attached to this item is an example of the types of reports available to the transit systems using this program. SANBAG has, through the development of the transit operators' multi-year operating and capital plan, provided the funding (State Transit Assistance Funds) necessary for each operator to participate in this web-based reporting system.

However, in order to report transit operator operating and performance data from the six transit systems in the County to the Board, SANBAG needs to acquire an End User License and will need to develop custom reports. The basic license fee of \$10,000 represents a fifty percent reduction in cost to SANBAG. The professional services in the amount of \$45,000 will involve: 1) a business assessment that will consider reporting specifications, 2) implementation and training, and 3) maintenance and support. The annual maintenance and support fee for SANBAG will be \$12,000.

Sole Source: Due to the proprietary nature of the transit operating and performance reporting program, this will be a sole source procurement. This unique transit operating and performance program has been successfully implemented at the Montebello Bus Lines. This procurement, along with the implementation of the web based program with each transit system, will allow for the preparation of quarterly transit performance reports to the SANBAG Board. It will also enable SANBAG staff to monitor the performance of each transit system and if necessary, make recommendation to improve performance – a responsibility of SANBAG acting as the county transportation commission.

Financial Impact: This item is not consisted with the SANBAG Fiscal Year 2004/2005 budget. An amendment to Task 0530905 – General Transit adding \$40,000 in new funds for a total of \$276,513 is required. Funding for this purchase order will be provided from Local Transportation Funds (LTF) made available to SANBAG for planning purposes when the revised LTF Apportionment was approved by the Board in February, 2005. The remaining \$15,000 will become available from the cancelled purchase order.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on May 18, 2005. The End Users License will be reviewed by SANBAG legal counsel prior to the Board approval.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

PURCHASE ORDER REQUEST

NOTE: Do not use a purchase order for construction projects, roadwork, purchase or lease of real property, and employment contracts.

Short Description of PO to be included in monthly procurement report.
(Required) Use up to a maximum of 27 characters to provide a short description.

**Purchase of End User License
and Professional Services
related to TransTrack**

VENDOR: TransTrack Systems

Vendor ID _____

ADDRESS: 265 Belmont Avenue, Long Beach, CA 90803

PHONE: (562)497-0835

PO End Date (required): June 30, 2006

PO # (if released for RFP/RFQ): 05099W

Item Description	Order Quantity	Task #	Cost Code	Amount
End User License Fee	1	0530905	5541	\$ 10,000.00
Professional Services		0530905	5553	\$ 45,000.00
				\$
				\$
				\$
				\$
Shipping/Handling				\$
TOTAL				\$ 55,000.00



Attach any special instructions that are to be noted on the purchase order.

Please answer the following questions regarding the selection process:

Was the County Pre-Approved Vendor List used? ☒ No ☐ Yes

Was an informal competitive bid process done? ☒ No ☐ Yes -- complete Informal Bid Process Form (Page 2).

Is this a sole source purchase order? ☐ No ☒ Yes - If so, why? Proprietary Software is involved.

Requested By: Michael Bair	Date 5-06-05
P.O. Manager's Signature 	Date
Approved by Task Manager (Signature) 	

Filename: Agreements\PO05-099W

**ATTACHMENT 2
SANBAG OVERSIGHT AGENCY PRICE QUOTE**

Bid Price Per Transit Operator for SANBAG	Price List Oversight Agency	Bid Price SANBAG Oversight Agency
Phase I Business Assessment		
Process Review & Report Specification	40 hours	6 hours
View Specification & Look-Up View Definitions	16 hours	3 hours
Contract Negotiation	4 hours	1 hour
Subtotal Phase I	60 hours	10 hours
	\$ 15,000	\$ 2,500
Phase II Implementation & Training		
Create Agency, Logo, & Actions	22 hours	22 hours
Agency Views, Set-Up, & Group Security	20 hours	20 hours
Orientation Training	16 hours	7 hours (c)
Process Training	-	-
Week Six Follow-Up Training	16 hours	7 hours (c)
Set-Up Data Entry (e.g., Route Profiles)	-	-
Documentation & Training Materials	24 hours	20 hours
Custom Report Development	-	120 hours
Basic License Fee	\$ 20,000	\$ 10,000
Modular Add-Ons	\$ -	\$ -
Subtotal Phase II	98 hours	196 hours
	\$ 35,000	\$ 40,500
Phase III Maintenance & Support (a)		
Annual Technical Support & Back-Up	40 hours	40 hours
Annual Training & Support	40 hours	20 hours
Subtotal Phase III	80 hours	60 hours
	\$ 15,000	\$ 12,000
Total First Year	238 hours	266 hours
	\$ 65,000	\$ 55,000

(a) Annual Maintenance & Support costs. (b) Yellow indicates additions to standard price list.

(c) For five small operators in San Bernardino County and SANBAG, training to be conducted in central location for all operators. Additional training at operator sites may be arranged on a time and materials basis.



**FY 2003 -- Monthly Performance Report****Systemwide Summary****Performance Statistics for the Month of July**

Statistic	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hr.	Cost Per Passenger	Cost Per Rev. Hr.	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hr.	Farebox Recovery Ratio
Routes:										
10	313,594	5,196.5	\$268,555	\$169,008	60.3	\$0.86	\$51.68	\$0.54	\$32.52	62.93%
20	102,273	2,402.8	\$124,177	\$58,204	42.6	\$1.21	\$51.68	\$0.57	\$24.22	46.87%
30	63,071	1,459.6	\$75,432	\$26,320	43.2	\$1.20	\$51.68	\$0.42	\$18.03	34.89%
40	242,711	5,540.3	\$286,323	\$129,506	43.8	\$1.18	\$51.68	\$0.53	\$23.38	45.23%
50	80,966	2,748.9	\$142,063	\$45,078	29.5	\$1.75	\$51.68	\$0.56	\$16.40	31.73%
60	19,937	521.4	\$26,946	\$15,370	38.2	\$1.35	\$51.68	\$0.77	\$29.48	57.04%
65	2,579	160.8	\$8,310	\$1,483	16.0	\$3.22	\$51.68	\$0.58	\$9.22	17.85%
70	14,670	628.5	\$32,481	\$7,230	23.3	\$2.21	\$51.68	\$0.49	\$11.50	22.26%
88	12,995	371.8	\$19,215	\$6,602	35.0	\$1.48	\$51.68	\$0.51	\$17.76	34.36%
90	5,037	352.0	\$18,191	\$4,240	14.3	\$3.61	\$51.68	\$0.84	\$12.04	23.31%
DAR	1,765	628.7	\$48,400	\$975	2.8	\$27.42	\$76.98	\$0.55	\$1.55	2.01%
ML	6,763	528.0	\$21,120	\$4,565	12.8	\$3.12	\$40.00	\$0.67	\$8.65	21.61%
Programs:										
Local Bus Service	857,833	19,382.6	\$1,001,694	\$463,040	44.3	\$1.17	\$51.68	\$0.54	\$23.89	46.23%
Rail Transit Link	6,763	528.0	\$21,120	\$4,565	12.8	\$3.12	\$40.00	\$0.67	\$8.65	21.61%
Senior Dial-A-Ride	1,765	628.7	\$48,400	\$975	2.8	\$27.42	\$76.98	\$0.55	\$1.55	2.01%
Modes:										
Bus (Motorbus)	864,596	19,910.6	\$1,022,814	\$467,605	43.4	\$1.18	\$51.37	\$0.54	\$23.49	45.72%
Demand Response	1,765	628.7	\$48,400	\$975	2.8	\$27.42	\$76.98	\$0.55	\$1.55	2.01%
System Total:	866,361	20,539.3	\$1,071,214	\$468,580	42.2	\$1.24	\$52.15	\$0.54	\$22.81	43.74%



FY 2003 -- Monthly Performance Report

Systemwide Summary

Performance Statistics for Year-To-Date -- July 1, 2002 to June 30, 2004

Statistic	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hr.	Cost Per Passenger	Cost Per Rev. Hr.	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hr.	Farebox Recovery Ratio
Routes:										
10	3,725,617	67,952.7	\$4,374,555	\$2,096,197	54.8	\$1.17	\$64.38	\$0.56	\$30.85	47.92%
20	1,189,659	28,385.1	\$1,834,248	\$717,843	41.9	\$1.54	\$64.62	\$0.60	\$25.29	39.14%
30	732,102	14,069.9	\$902,991	\$325,091	52.0	\$1.23	\$64.18	\$0.44	\$23.11	36.00%
40	2,860,180	66,035.5	\$4,262,150	\$1,506,494	43.3	\$1.49	\$64.54	\$0.53	\$22.81	35.35%
50	1,096,692	34,307.7	\$2,205,886	\$635,461	32.0	\$2.01	\$64.30	\$0.58	\$18.52	28.81%
60	202,997	6,052.7	\$391,217	\$139,455	33.5	\$1.93	\$64.64	\$0.69	\$23.04	35.65%
65	35,213	1,746.7	\$112,400	\$21,183	20.2	\$3.19	\$64.35	\$0.60	\$12.13	18.85%
70	164,565	7,276.0	\$470,418	\$86,003	22.6	\$2.86	\$64.65	\$0.52	\$11.82	18.28%
88	105,187	2,783.4	\$179,515	\$59,257	37.8	\$1.71	\$64.49	\$0.56	\$21.29	33.01%
90	55,090	4,058.4	\$262,330	\$47,631	13.6	\$4.76	\$64.64	\$0.86	\$11.74	18.16%
DAR	19,723	7,821.3	\$707,281	\$10,496	2.5	\$35.86	\$90.43	\$0.53	\$1.34	1.48%
ML	80,697	6,096.0	\$260,106	\$54,472	13.2	\$3.22	\$42.67	\$0.68	\$8.94	20.94%
Programs:										
Local Bus Service	10,167,302	232,668.0	\$14,995,710	\$5,634,615	43.7	\$1.47	\$64.45	\$0.55	\$24.22	37.57%
Rail Transit Link	80,697	6,096.0	\$260,106	\$54,472	13.2	\$3.22	\$42.67	\$0.68	\$8.94	20.94%
Senior Dial-A-Ride	19,723	7,821.3	\$707,281	\$10,496	2.5	\$35.86	\$90.43	\$0.53	\$1.34	1.48%
Modes:										
Bus (Motorbus)	10,247,999	238,764.0	\$15,255,816	\$5,689,087	42.9	\$1.49	\$63.89	\$0.56	\$23.83	37.29%
Demand Response	19,723	7,821.3	\$707,281	\$10,496	2.5	\$35.86	\$90.43	\$0.53	\$1.34	1.48%
System Total:	10,267,722	246,585.3	\$15,963,097	\$5,699,583	41.6	\$1.55	\$64.74	\$0.56	\$23.11	35.70%

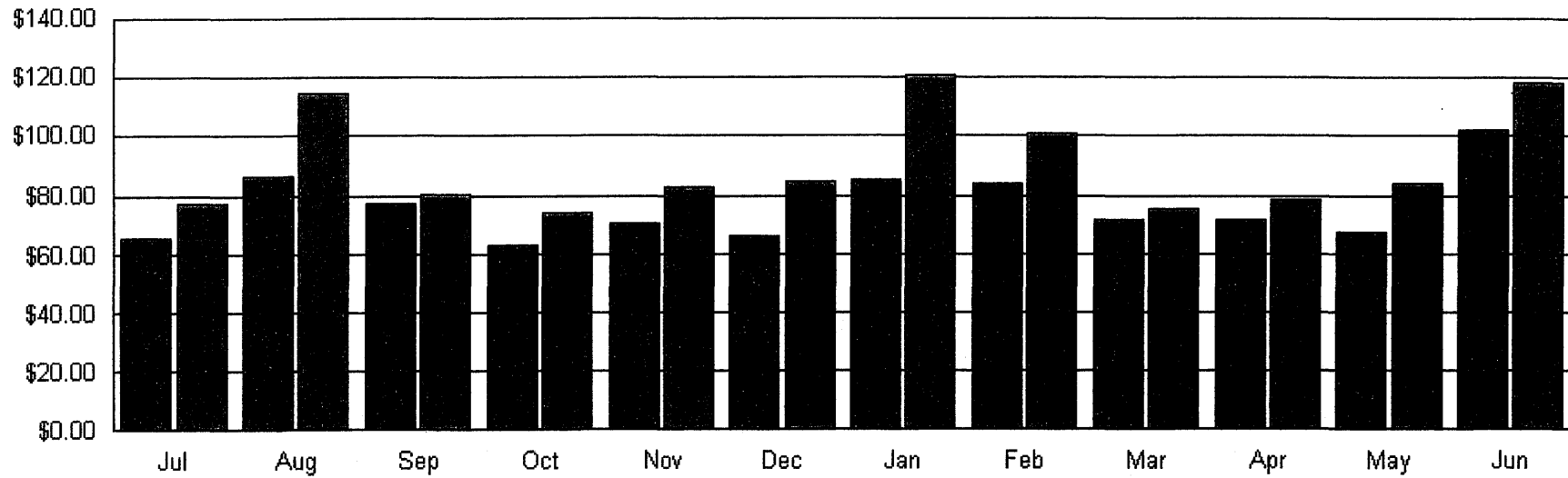


Operating Cost Per Revenue Hour

Standard: \$76.50 per Month

Prior Year

Current Year

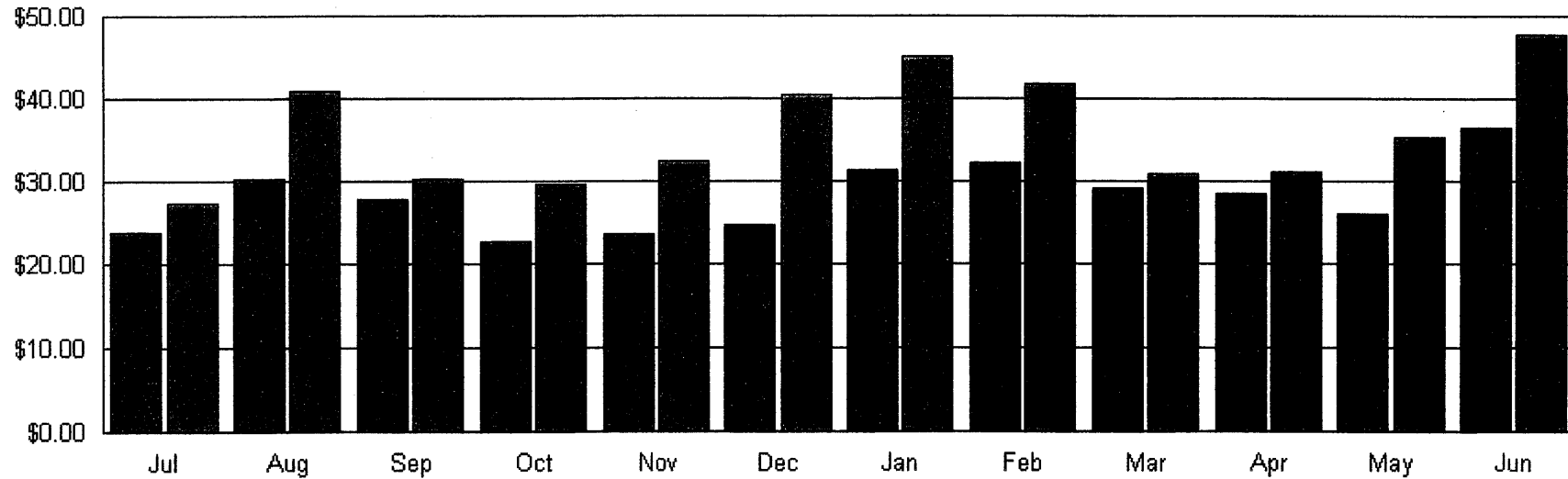


Operating Cost Per Unlinked Passenger

Standard: \$38.30 per Month

Prior Year

Current Year

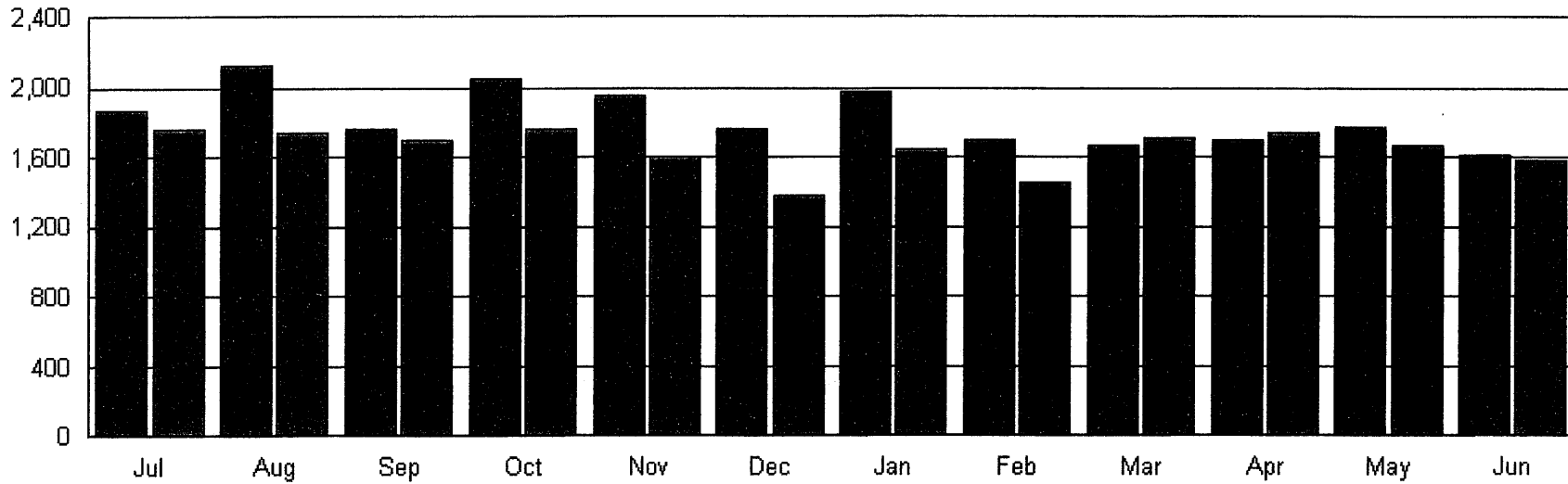


Unlinked Passengers

Standard: 1,200 per Month

Prior Year

Current Year

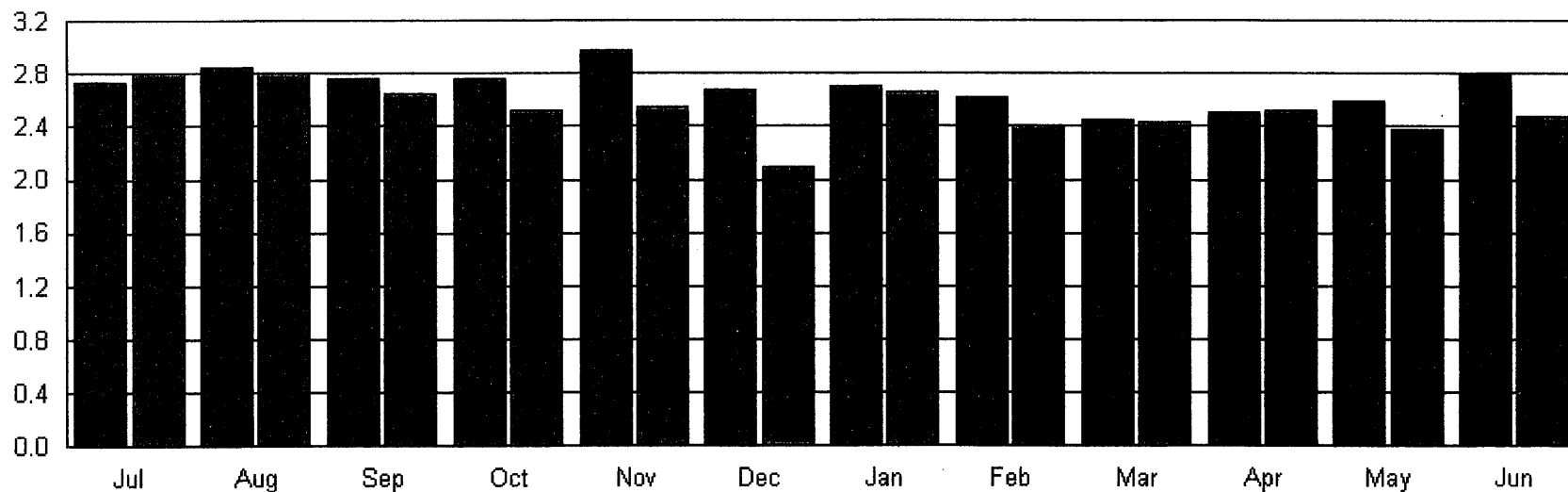


Unlinked Passengers Per Revenue Hour

Standard: 2.0 per Month

Prior Year

Current Year



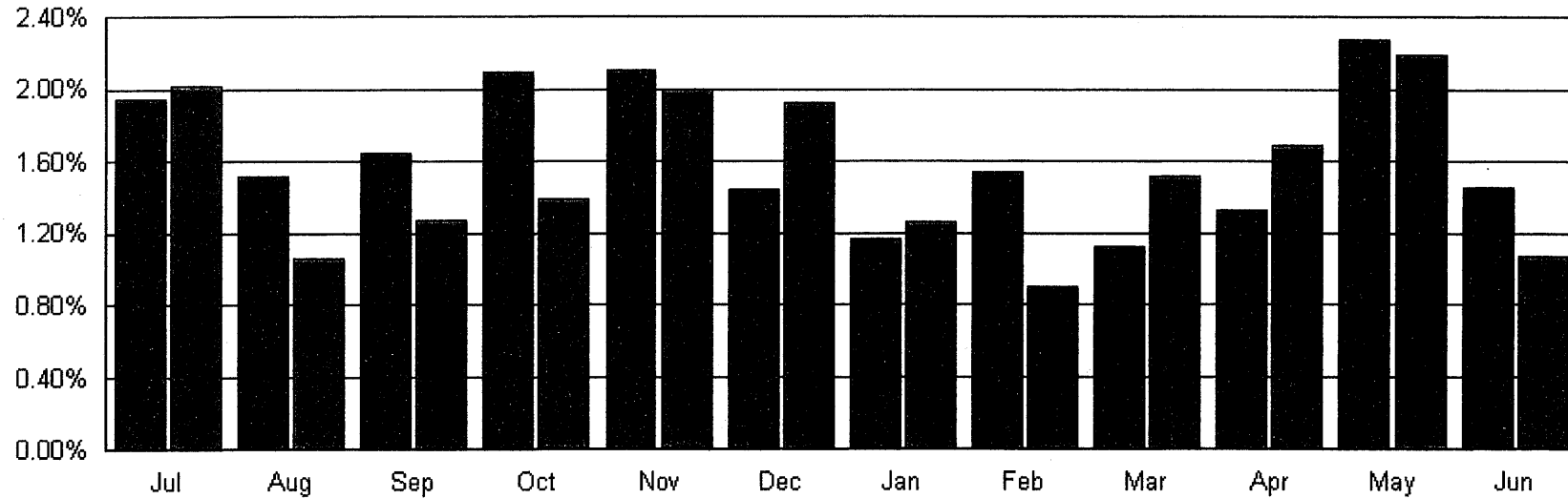


Farebox Recovery Ratio

Standard: 2.00% per Month

Prior Year

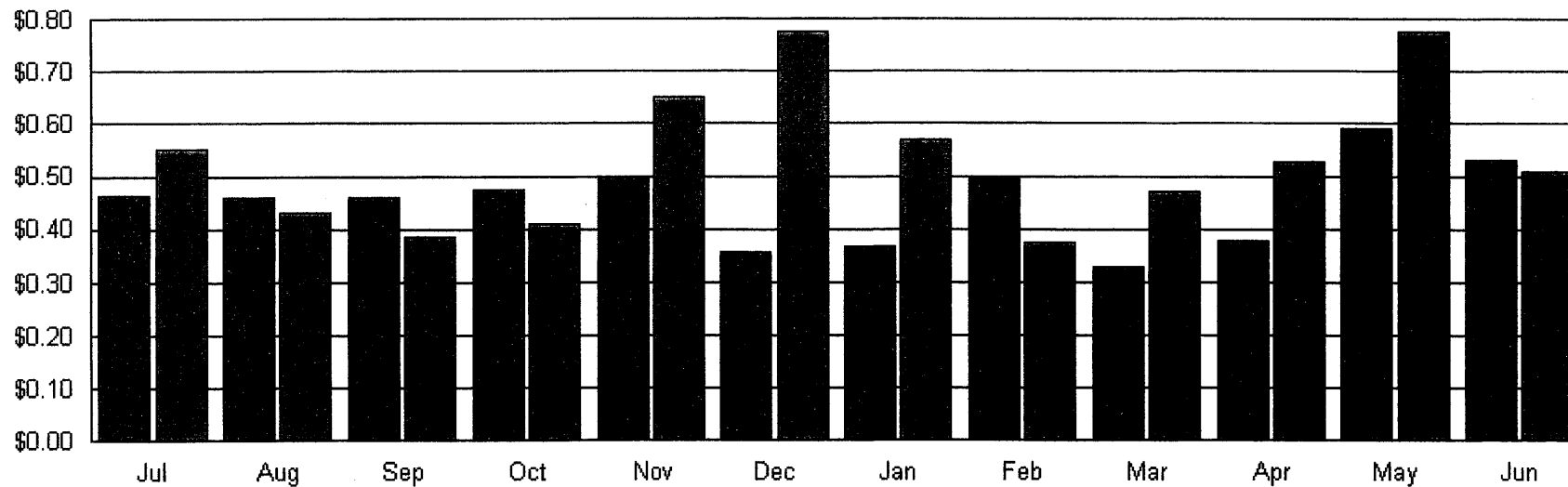
Current Year



Average Fare
Standard: \$0.85 per Month

Prior Year

Current Year



**DAR -- Dial-A-Ride Accessible Service**

Month	Weekday Service			Saturday Service			Sunday Service		
	Total Hours	Revenue Hours	Deadhead Hours	Total Hours	Revenue Hours	Deadhead Hours	Total Hours	Revenue Hours	Deadhead Hours
Jul	580	544	36	60	56	3	29	28	1
Aug	621	519	102	77	72	5	29	28	1
Sep	616	555	62	56	54	3	35	32	3
Oct	651	617	34	62	58	4	30	27	3
Nov	568	535	33	72	68	4	30	27	3
Dec	593	565	28	60	56	4	37	34	2
Jan	581	550	31	51	49	3	19	17	1
Feb	551	511	40	59	55	4	36	35	2
Mar	634	601	33	71	67	4	36	34	1
Apr	643	611	33	57	54	3	28	27	1
May	656	622	34	55	52	3	26	25	1
Jun	581	548	33	55	52	3	37	36	2
Year-To-Date Total	7,276	6,779	497	734	693	41	372	350	22
Prior Year Actual	7,459	7,080	380	752	705	48	362	335	27

DAR -- Dial-A-Ride Accessible Service

Month	Weekday Service			Saturday Service			Sunday Service		
	Total Miles	Revenue Miles	Deadhead Miles	Total Miles	Revenue Miles	Deadhead Miles	Total Miles	Revenue Miles	Deadhead Miles
Jul	5,132	4,796	336	815	782	33	215	198	17
Aug	4,874	3,922	952	677	637	40	230	214	16
Sep	5,098	4,826	272	560	528	32	268	249	19
Oct	5,400	5,065	335	530	501	29	217	202	15
Nov	4,729	4,423	306	654	611	43	230	197	33
Dec	4,822	4,478	344	597	547	50	290	265	25
Jan	4,929	4,584	345	496	430	66	151	126	25
Feb	4,205	3,855	350	533	501	32	240	223	17
Mar	5,095	4,757	338	586	541	45	289	262	27
Apr	5,295	4,967	328	442	410	32	223	207	16
May	5,230	4,826	404	524	485	39	185	169	16
Jun	4,587	4,277	310	514	477	37	291	264	27
Year-To-Date Total	59,396	54,776	4,620	6,928	6,450	478	2,829	2,576	253
Prior Year Actual	65,188	60,767	4,421	6,744	6,313	431	3,280	2,962	318

**DAR -- Dial-A-Ride Accessible Service**

Month	Weekday Unlinked Passengers	Saturday Unlinked Passengers	Sunday Unlinked Passengers	Total Unlinked Passengers
Jul	1,528	152	85	1,765
Aug	1,486	181	71	1,738
Sep	1,443	165	89	1,697
Oct	1,556	141	70	1,767
Nov	1,352	180	68	1,600
Dec	1,208	83	82	1,373
Jan	1,435	152	58	1,645
Feb	1,242	149	57	1,448
Mar	1,462	150	96	1,708
Apr	1,555	127	63	1,745
May	1,449	156	56	1,661
Jun	1,337	148	91	1,576
Year-To-Date Total	17,053	1,784	886	19,723
Prior Year Actual	18,921	1,987	1,027	21,935

DAR -- Dial-A-Ride Accessible Service

Month	Weekday Passenger Revenue	Saturday Passenger Revenue	Sunday Passenger Revenue	Total Passenger Revenue
Jul	\$844	\$84	\$47	\$975
Aug	\$640	\$78	\$31	\$748
Sep	\$554	\$63	\$34	\$652
Oct	\$637	\$58	\$29	\$723
Nov	\$879	\$117	\$44	\$1,040
Dec	\$939	\$65	\$64	\$1,067
Jan	\$817	\$87	\$33	\$937
Feb	\$464	\$56	\$21	\$541
Mar	\$686	\$70	\$45	\$802
Apr	\$817	\$67	\$33	\$917
May	\$1,124	\$121	\$43	\$1,289
Jun	\$683	\$76	\$46	\$805
Year-To-Date Total	\$9,085	\$941	\$471	\$10,496
Prior Year Actual	\$8,526	\$880	\$459	\$9,865

**DAR -- Dial-A-Ride Accessible Service**

Month	Weekday Operating Cost	Saturday Operating Cost	Sunday Operating Cost	Total Operating Cost
Jul	\$41,895	\$4,342	\$2,163	\$48,400
Aug	\$59,581	\$8,246	\$3,227	\$71,054
Sep	\$44,500	\$4,307	\$2,567	\$51,374
Oct	\$45,839	\$4,296	\$2,037	\$52,172
Nov	\$44,244	\$5,624	\$2,192	\$52,059
Dec	\$48,013	\$4,737	\$2,917	\$55,666
Jan	\$66,318	\$5,863	\$2,097	\$74,277
Feb	\$51,547	\$5,552	\$3,498	\$60,597
Mar	\$45,349	\$5,049	\$2,586	\$52,984
Apr	\$48,099	\$4,257	\$2,102	\$54,459
May	\$52,374	\$4,400	\$2,105	\$58,879
Jun	\$64,976	\$6,177	\$4,208	\$75,361
Year-To-Date Total	\$612,734	\$62,850	\$31,698	\$707,281
Prior Year Actual	\$534,072	\$53,324	\$25,462	\$612,858

END-USER SOFTWARE LICENSE, TRAINING AND IMPLEMENTATION SUPPORT AGREEMENT

PARTIES:

TRANSTRACK SYSTEMS, LLC
265 Belmont Avenue
Long Beach, California 90803
("Licensor")

Regional Transportation Planning
Agency for San Bernardino County
SAN BERNARDINO ASSOCIATED
GOVERNMENTS
1170 W. Third Street, 2nd Floor
San Bernardino, California 92410
("Licensee")

DATE: June 29, 2005

PLACE: San Bernardino, California

RECITALS

- A. Licensor is in the business of developing and licensing the web-based Transit Performance Manager™ application, available on-line to transit agencies for use in conducting interactive business activity monitoring, management performance reporting, and business processes; and
- B. Licensee is a California State authorized agency, which oversees the expenditure and results of such expenditures for local transportation funds within San Bernardino County and is interested in resolving the findings made in the FY 2000 to 2002 Triennial Performance Audit regarding performance reporting by municipalities and agencies providing public transit services within San Bernardino County; and
- C. In order to address those findings, Licensee desires to obtain a license for the Transit Performance Manager™ software application available on-line and services and training support for the software, to enable Licensee to use its oversight authority with those municipalities and agencies that provide public transit service, and Licensor desires to grant Licensee a license for the right to use the software application pursuant to the terms and conditions contained herein.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I. GRANT OF LICENSE

1. Grant of License. Subject to all the terms and conditions of this Agreement ("License"), and in consideration of the covenants and representations set forth herein, Licensors hereby grants to Licensee a personal, non-exclusive, non-transferable right and license to the Transit Performance Manager™ application, with no right to sublicense. The Transit Performance Manager™ application is described in detail in Exhibit A, attached hereto and incorporated by reference ("Software"). The License is granted solely under the conditions contained herein, and Licensee accepts such grant. The term of the License is set forth in Article IV, Paragraph 6 below. This License, and the use of the Software, may not be assigned by Licensee. The License, the Software, and user Documentation and training materials may not be disclosed, sublicensed, published, released or transferred to another party by Licensee without the prior written consent of Licensors, or except as provided in this License, or by reason of law required of Licensee by state regulations.
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4. Restrictions. The Software may not be rented, loaned, leased, sublicensed, sold or distributed by Licensee to any person, entity, corporation, municipality or agency thereof. Licensee and Licensors agree and understand that immediately after the commencement of this License, Licensors shall enter into negotiations with the six (6) named entities contained in Exhibit A attached hereto. However, the restrictions in this Paragraph 4 shall still apply since Licensors and the other licensees shall have similar restrictions placed on them in the respective agreements signed. Licensee may not alter proprietary notices, labels, or markings on the Software whether on the Domain or elsewhere. Licensee may not modify, translate, reverse engineer, disassemble, or decompile the Software. Access to the Domain may not be assigned or utilized by any other entity or persons other than those named in the Exhibits to this Agreement. Nothing contained in this Paragraph 4 shall inhibit the oversight authority of Licensee as to the other licensees and shared

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5. Documentation. Licensor shall supply complete Documentation necessary for Licensee to use the Software effectively. Documentation includes, but is not limited to, user manuals, and file descriptions. Licensee shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation for its own internal use as it may reasonably determine it needs.

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1. Set-Up and Training Services. In connection with the grant of the License, Licensor shall provide Licensee with certain initial user training, implementation and initial set-up services so that the Software will conform to the organizational needs and business logic requirements of the Licensee. Such services are set forth in the Implementation Set-Up and Training Services described in Exhibit "B", and attached hereto and incorporated by reference.

With respect to the Set-Up and Training Services, the Customization and Programming Services, and the Support Services which are set forth in this Article II Paragraphs 1, 2, and 3, Licensor warrants that all such services, which are more fully described in Exhibits B, C, and D of this License, shall be performed in a manner which at least meets the industry standards for experienced consultants providing similar services as provided hereunder.

2. Customization and Programming Services. Under this License, there may be some customization of Licensor's proprietary Software. The fees for such customization are already included in the prices set forth in the Exhibits to this License. Should Licensee ask for additional custom features beyond the scope of what is deemed necessary by Licensor for functionality or "look and feel", Licensee shall make requests for such customization and Licensor will determine if it is able to perform such additional services and the fees that will be associated with those as well. Aside from any intellectual property belonging to Licensee which is subsequently utilized in any customization, Licensor shall retain all right, title and interest in any elements of its existing Software that are incorporated into any customized product, including but not limited to, rights to patents, copyrights, trademarks, trade secrets, transferable technical data, know-how, source code, processes, future improvements, plans, drawings, specifications, and methods of manufacture incorporated in and to any customized product and programming services

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And Implementation Support Agreement
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outlined in Exhibit "C", and attached hereto and incorporated by reference.

3. Support Services. Licensor shall provide Internet Service Provider (ISP) and on-going technical assistance, training and back-up support services to the Licensee as described in Exhibit "D", and attached hereto and incorporated by reference.
4. Reports. Licensor shall provide Licensee with the reports containing the information and at the times and otherwise in accordance with list provided in Exhibit "E", attached hereto and incorporated by reference. Licensor will prepare and deliver to Licensee such other reports in such formats and at such times as are reasonably requested by Licensee, provided that Licensee agrees to pay the related reasonable incremental costs incurred by Licensor for preparing such other reports, which costs shall be estimated by Licensor at Licensee's request. Licensee will review all reports delivered to it for accuracy within 14 days of delivery, as specified in Exhibit E, and will notify Licensor of any errors, omissions or discrepancies discovered in any report. In the event of any material error, Licensor will correct the report.

ARTICLE III. FEES AND LICENSEE RESPONSIBILITIES

1. Payment of Fees and Costs. Licensee agrees to pay Licensor licensing and service fees as described in Exhibit "F", attached hereto and incorporated by reference, for the License described in Article I, and training, set-up services, customized programming services, ISP and on-going support services described in Article II of this License. All amounts due by Licensee shall be paid in accordance with the deliverable schedule referenced in Exhibit "F" within thirty (30) days from the date of invoice from Licensor.
2. Default by Licensee in Payment of Fees. Should Licensee fail to make the payments set forth in Exhibit "F" when due, the Licensor shall send a written notice of delinquency and if payment has not been received after ten (10) days from the date of the written notice to Licensee specifying the delinquency, the Licensor shall have the right to terminate this License and the License granted herein and seek damages and injunctive relief for the breach thereof.
3. Responsibilities of the Licensee. Licensee agrees to name a Project Manager/System Administrator with responsibility for taking reasonable action to ensure a timely implementation set-up and training by Licensor of Licensee staff. Licensee is responsible for assigning security access to

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the Software and data of the Licensee. Licensee understands that satisfactory performance of the Software requires, at a minimum: A 17-inch monitor, Internet Explorer 5.0 or higher, 128MB RAM, and Pentium 120MHz processing speed. Licensee is responsible for providing the hardware and appropriate software and operating systems specified herein.

ARTICLE IV. MISCELLANEOUS

1. Confidentiality.

- A. Definition of Confidential Information. The parties acknowledge that in connection with their respective rights and responsibilities under this License, each will have access to the others' confidential and proprietary information ("Confidential Information"). Licensor's Confidential Information is the Software and all copies and partial copies thereof, including its proprietary function, logic and structure. Licensee's Confidential Information includes any information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to Licensee's internal procedures, customers, personnel, incidents, financial information and other results. For purposes hereof, the parties express, acknowledge and agree that, except as otherwise provided in subparagraph 1(D) of this Article, Licensee's Confidential Information includes any and all methodologies, business logic and/or technology utilized by Licensee in its business. This obligation of confidentiality applies to any Confidential Information that is proprietary to each Party as well as to information of third parties that either Party has an obligation to keep confidential, and will survive termination of this License.. The Parties agree that upon termination of this License, Licensor shall return to Licensee all copies of Licensee Confidential Information in Licensor's possession.
- B. Limitations on Disclosure and Use. Except as specifically provided for in this License or as required by law, each Party agrees not to use the other Party's Confidential Information for itself or for any other party, or divulge or disclose the Confidential Information to any other party other than to authorized employees or consultants with a need to know, each of whom is made aware of and agrees to abide by these obligations. Licensee expressly understands and agrees that no Confidential Information belonging to Licensor can be shared or used for the benefit of any party not named in Exhibit A as an authorized additional licensee. As the license agreements

are signed by each of the entities, Licensee shall be made aware of that by updating of Exhibit A by Licensor with a designation of those entities which have completed the separate license agreement with Licensee. Until and unless a revised Exhibit A is presented to Licensee with the names of the additional licensees, all restrictions of confidentiality contained in this Article IV shall be in full force and effect as to those entities. Each Party agrees to implement reasonable procedures to prevent unauthorized disclosure and to treat the other Parties' Confidential Information with at least the same degree of care as it treats its own Confidential Information.

- C. Compelled Disclosure. In the event that either Party becomes legally compelled to disclose the other Party's Confidential Information, the compelled Party shall provide the other Party with at least five (5) business days written notice (or, if such notice period is impracticable, prompt notice) so that the other Party may seek a protective order or other appropriate remedy.
 - D. Exclusions from Confidential Information. For purposes of this subparagraph, Confidential Information shall not be deemed to include any information that (i) is or subsequently becomes publicly available other than through either Party's breach of any duty owed the other Party; (ii) was lawfully known to the receiving Party prior to disclosure in connection with this License; or (iii) became known to the receiving Party from a third party other than by breach of a duty of confidentiality; or (iv) information that is required to be disclosed pursuant to the California Public Records Act.
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infringing; or (iii) require that Licensee, upon advance written notice, cease, with respect to all periods commencing on and after the date of such notice, use of the Software under this License for an indefinite period or, at Licensor's sole discretion, for a period pending satisfaction by Licensor of clause (i) or (ii) immediately above in this Paragraph 2 of Article IV. In the case of this clause (iii) Licensor shall credit the Licensee for fees paid with respect to the Software, calculated on a straight-line depreciation schedule of five years from the date of Licensee's payment of the License Fees hereunder. In addition to the return of the amortized fees already paid to Licensor, Licensor and Licensee shall have the right to terminate the License in its entirety without any obligations thereafter. These remedies, including termination of the License, as well as the indemnification obligations contained herein, shall be the sole and exclusive remedies of Licensee for Licensor's breach of its warranty of non-infringement.

3. Equitable Remedies. Each of the parties acknowledges and agrees that its failure to comply with the terms of Paragraphs 2, 3, and 4 of Article I and Paragraph 1 of Article IV will result in immediate and irreparable damage to the other party. Each of the parties acknowledges and agrees that there is no adequate remedy at law available to the other party for such failure and in the event thereof, the non-breaching party shall be entitled to seek equitable relief in the way of a temporary restraining order, an injunction and such other relief as a court with competent jurisdiction may deem proper, without the necessity of posting a bond or similar security.
4. WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTY AGAINST NON-INFRINGEMENT CONTAINED IN PARAGRAPH 2 ABOVE, AND THE LIMITED WARRANTY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN ACCORDANCE WITH ARTICLE II, PARAGRAPHS 1, 2 AND 3 ABOVE, LICENSOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ANY THIRD PARTY SOFTWARE, ANY HARDWARE OR EQUIPMENT, THE SERVICES RENDERED BY ITS PERSONNEL, OR THE RESULTS OBTAINED FROM THE WORK OF ITS PERSONNEL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND LICENSEE UNDERSTANDS AND AGREES THAT IT IS GRANTED THIS LICENSE ON AN "AS IS" "WHERE IS" BASIS.
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6. Term and Termination. This term of this License shall commence on the date of complete execution by both parties hereto and continue for a period of one (1) year unless earlier terminated as outlined in this Paragraph 6 (A) below. The License may be renewed at the request of Licensee for the period of an additional one (1) year in exchange for the payment for an extension of the annual service and maintenance fees set forth in the Exhibits hereto. Upon prior written notice, either party may terminate this License if the other party becomes insolvent, ceases doing business in its regular course, files a petition in bankruptcy or is subject to the filing of an involuntary petition for bankruptcy which is not rescinded within a period of ninety (90) days, or fails to cure a material breach of any term or condition of this License within thirty (30) days of receipt of written notice specifying such breach and demand for cure. Notwithstanding the foregoing however, failure by Licensee to timely pay fees under this License, shall be subject to a shorter termination period as specified in Article III Paragraph 2 above.

- A. Termination by Licensee. Licensee may terminate this License if within 180 days of signing this License the entities for which Licensee is charged with performing oversight function and which are named in Exhibit A attached hereto, do not enter into separate licenses with Licensor for use of the Software. Within 90-days of implementation by the six entities identified in Exhibit A, Licensee has the right to terminate the remaining portion of this License for no cause, upon 30 days written notice. In the event of such termination, Licensee will remain obligated to pay Licensor for all Services and reasonable expenses incurred to date in accordance with the terms of this License as well as any reasonable costs incurred by Licensor in completing its tasks to terminate the ability

of Licensee to access the Domain or remove any data from Licensors servers.

7. Insurance and Escrow Agent

- A. Escrow. After execution of this License, and subject to payment of the appropriate fees by Licensee (set forth in Exhibit D), Licensors will deposit and maintain with an escrow agent, the source code for the Software and related documentation ("Escrowed Materials"), pursuant to an agreement for escrow services with DSI Technology Escrow Services, Inc. ("Escrow Agent"). Licensee shall be named a beneficiary under the agreement with the Escrow Agent. It shall be the responsibility of Licensee to procure third-party software in order to use the Escrowed Materials. The events which would allow Licensee to receive the Escrowed Materials from the Escrow Agent shall be: (i) the bankruptcy or dissolution of Licensors; (ii) a court order requiring the Escrow Agent to release the Escrowed Materials; or (iii) a request of Licensors. In the event of a release of the Escrowed Materials to Licensee, it shall be granted a royalty free license to access, use, digitally perform and execute the Escrowed Materials in furtherance of the purpose of this License.
- B. Insurance. Licensors will obtain and maintain during the Term: (i) Commercial General Liability Insurance, including products, completed operations liability and personal injury, advertising liability and contractual liability with a minimum combined single limit of \$1,000,000 per occurrence; (ii) Commercial Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (iii) Errors and Omissions Insurance with a limit of liability not less than \$1,000,000. Licensors will also provide a program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons providing services on behalf of the Licensors and all risks to such persons under this License. If Licensors has no employees, it must certify or warrant to Licensee that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Licensee.

8. General.

- A. Relationship of the Parties. In performing their respective obligations hereunder, each of the parties shall operate as and have the status of an independent contractor and shall not act as or be an agent, partner, or employee of the other party. Neither party shall have any right or authority to assume or create obligations of any kind or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in respect whatsoever.
- B. Force Majeure. Neither party shall be deemed in default of this License to the extent that performance of the party's respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other cause beyond the reasonable control of such party, provided that such party gives the other party written notice of the condition within ten (10) business days of discovery thereof. If proper notice is given, the time for performance or cure shall be extended for a period equal to the duration of the force majeure event or circumstance described in the notice.
- C. Assignment and Binding Effect. Licensee may not assign, bargain, sell, transfer, sublicense, convey, hypothecate or pledge the rights and licenses granted to it herein without the prior written consent of Licensor. Licensor may, with notice to Licensee, assign this License either in its entirety or in partial form to a successor in interest by way of merger, acquisition, spin-off, consolidation, or to an entity with which it enters into an outsourcing agreement with respect to the maintenance and support obligations for the Software. This License shall be binding upon and inure to the benefit of any permitted successors or assigns.
- D. Sole License. This License, including the recitals, and the attached exhibits, or any other attachment or License incorporated herein by reference, sets forth the entire License and understanding of the parties relating to its subject matter, and supersedes and merges all prior and contemporaneous agreements, negotiations and understandings between the parties, whether oral or written. Neither Licensee nor Licensor shall be bound by any oral agreement or representation irrespective of by whom or when made. No change or modification to this License will be binding

unless it is in writing and signed by an authorized representative of Licensor and Licensee.

- E. Legal Costs and Expenses. If any action or proceeding is brought to enforce any of the terms of this License, the prevailing party shall be entitled to recover all of its reasonable costs and expenses incurred in such proceeding, including but not limited to, reasonable attorney's fees.
- F. Severability. In the event that any provision of this License is determined by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and /or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision, while the remainder of this License shall continue in full force and effect unless after the provisions deemed illegal, invalid or unenforceable are removed and the remainder of the License's terms make it commercially impracticable to continue in the opinion of either Party. In such event, the License will terminate without any liability on the part of either Licensee or Licensor.
- G. Waiver. Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Either party may elect to continue performance notwithstanding such breach by the other party but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this License shall be effective unless in writing and signed by the party against whom it is sought to be enforced.
- H. Authority. Licensor and Licensee warrant and represent that they are free to enter into and fully perform this License, that all required authorizations have been procured prior to execution of this License, and the parties designated as signatories of Licensor and Licensee each have the requisite authority to do so.
- I. Governing Law. This License shall be governed in accordance with the laws of the State of California. The Parties hereby waive their rights to a jury trial and agree to submit all disputes arising in connection with this License, other than matters pertaining to injunctive relief, to final and binding arbitration to be conducted in

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Los Angeles, California, administered by the American Arbitration Association ("AAA"), in accordance with AAA rules of practice then in effect. The Parties shall select at least one arbitrator knowledgeable in the field of dispute. Any award issued as a result of such arbitration shall be final and binding between the Parties thereto, and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. As to any matters not submitted to arbitration hereunder, the parties hereby submit to the personal jurisdiction of the state and federal courts situated in Los Angeles County, California.

- J. Notices. Any notice required or permitted by this License shall be in writing and shall be properly addressed to the other party at the following address or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier or United States registered or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile:

To Licensor: TransTrack Systems, LLC
265 Belmont Avenue
Long Beach, CA 90803
Attention: Mary Sue O'Melia
Facsimile: (562) 987-4757

with a copy to:

To Licensee: Regional Transportation Planning
Agency for San Bernardino County
San Bernardino Associated
Governments
1170 W. Third Street, 2nd Floor
San Bernardino, California 92410
Attention: Director of Transit/Rail Programs
Facsimile: (909) 885-4407

- K. Survival. Paragraphs 1 through 5 as well as Paragraphs 7 and 8 of this Article IV shall survive the termination of this License.

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And Implementation Support Agreement
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IN WITNESS WHEREOF the parties hereto have executed this End-User Software License, Training and Implementation Support License as of the date and at the place first above written.

LICENSOR:

TRANSTRACK SYSTEMS, LLC

By: Mary Sue O'Melia

Title: President

LICENSEE:

Regional Transportation Planning
Agency for San Bernardino County
SAN BERNARDINO
ASSOCIATED GOVERNMENTS

By: Michael A. Band

Title: Director of Transit &
Rail Programs

EXHIBIT "A"

DESCRIPTION OF THE SOFTWARE APPLICATION AVAILABLE ON-LINE

Transit Performance Manager™ is the name of the Software application, available on-line, that is the subject of this License Agreement. Internet use of the Transit Performance Manager™ application ("Software") requires Licensee to have a web browser Internet Explorer 5.0 or higher, 128MB RAM, and Pentium 120MHz processing speed. TransTrack Manager™ is not fully compatible with Netscape software. Viewing on-line information and data entry is greatly improved with a monitor of at least 17-inches. Below is a list of the Modules available with this Software License.

- Organization
- Routes
- Farebox
- Operations
- Safety
- Fleet
- Finance
- Plan
- Personnel
- Feedback
- Utilities (e.g., User Security).

Functions available to Software users include:

- Edit (Add, Delete, Save, Cancel, Close)
- Show Filters
- Import (requires custom programming detailed in Exhibit C, if applicable)
- Export
- Report.

Licensee is the State designated Regional Transportation Planning Agency ("RTPA") for San Bernardino County. The Licensee will have access to agreed upon views, reports, and data for the following transit agencies, contingent on execution of a separate License Agreement with each agency and the notification of that by Licensee in the form of an updated Exhibit A designating which of the entities has signed a separate license agreement for the Software:

- Omnitrans
- Victor Valley Transit Authority (VVTA)
- City of Barstow
- Morongo Basin Transit Authority (MBTA)
- Mountain Area Rapid Transit Authority (MARTA)
- City of Needles.

EXHIBIT "B" SET-UP AND TRAINING SERVICES

Set-Up Service

Licensor will work with management and staff of Licensee to establish custom configurations for the Licensee as part of the initial set-up services. A successful implementation requires that Licensee make available to Licensor relevant information no later than 30 days prior to implementation. A total of forty-two (42) hours will be spent in set-up activities. Views that will be configured by Licensor on behalf of Licensee for start-up include the following:

- **Organization Module** -- All applicable Look-Up Views will be configured.
- **Plan Module** – Plan Reports for Oversight Agency will be created and populated with custom report options. Plan Actions will include a stored procedure to combine data from individual transit agencies to which Licensee has been designated the RTPA.
- **Utilities Module** – Licensor will assign a System Administrator password to the Licensee, as well as initial passwords and security access to Licensee management and staff in accordance with a schedule devised as part of the initial set-up. Licensee is responsible for user security after the initial set-up. Licensee will also have access to the data and information of transit agencies to which Licensee has been designated the RTPA. Set-up of this module involves coordination and execution of cooperative agreements with transit agencies to which Licensee has been designated the RTPA.

Training

Licensor will provide fourteen (14) hours of training as follows:

- **Overview of the System** – Two (2) sessions of two (2) hours each for a small group of managers and/or data entry staff will be conducted to allow multiple users to preview the functionality of the Software application. One session would be prior to implementation. The second session would be two to eight weeks after the implementation date.
- **System Administrator Training** – One (1) session of four (4) hours to allow individualized training on system security and functions applicable to a Licensee's role as the RTPA. This session would be prior to implementation.

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- **Follow-Up Training** – Six (6) hours of follow-up training will be provided approximately six to eight weeks following transit operator implementation.
- **Ad Hoc Training** – One (1) session of training will be provided during the first year of implementation at the request of the Licensee, at a time and location mutually agreed upon between the Licensee and Licensor,

Documentation

Licensor will provide three (3) binders with the following documentation:

- Volume I: Overview of System
- Volume II: Module Instructions
- Volume III: Master List of Views and Application
- Appendix A: Custom Applications and Daily, Monthly, Annual and Periodic Activities by Module

Documentation will also be made available in electronic format.

EXHIBIT "C"
MODULAR ADD-ONS & CUSTOMIZED PROGRAMMING SERVICES

Licensor will create the following new Views, Imports, and Actions (i.e., stored procedures) to meet the on-going business requirements of Licensee.

Plan Module

- Plan Actions – Combine Transit Agency Data. Stored procedure to combine information from with transit agencies to which Licensee has been designated the RTPA.
- Plan Reports for Oversight Agency – View with custom report options.

Modular Add-Ons

- Licensee will have access to all views agreed upon between Licensee and transit agencies to which Licensee has been designated the RTPA.

EXHIBIT "D"

SUPPORT SERVICES

Licensor will be the Internet Service Provider of the Software application, available to Licensee through the Internet at the web address: <https://transtrack.net>. Access to this domain will be through a special user name and password established for Licensee.

Licensed Software Uptime

Uptime means that all functionality of the Licensed Software specified herein are operational. The Software application shall be available 24 hours/day, 7 days/week, and 365 days/year. The Licensed Software as specified herein shall be available 98% of this time, excluding scheduled maintenance and factors associated with Licensee's Internet connection, as measured on a rolling 30-day period.

Procedures for Licensee users in the event that access is denied will be covered in training. This includes trouble-shooting to determine whether the problem is the Licensee's Internet connection or the server of the Licensor or the Software application itself. Licensor technical support staff, upon notification by Licensee staff, shall address problems with the server of the Licensor or Software application immediately. A paging system to alert Licensor technical support staff is in place.

Operations Support Response Time

Licensor will provide support and respond to inquiries during normal business hours (8:30 a.m. to 5:00 p.m. Pacific Time Monday – Friday). Licensor operations support will be prepared to research data and information of the Licensee and make this information available to Licensee as reasonably requested. Questions and requests for technical support may be made to Licensor, by Licensee staff, using the telephone and/or with our on-line help desk. Urgent and after-hour needs may be made known to Licensor using the paging system and answering service. Expanded technical assistance hours may be arranged in advance for special projects and/or periods of intense data input and analysis. Methods of obtaining help will be covered in training.

Technical problems will be investigated and fixed with due diligence. Activities and processes for which the Software application is designed are generally not time-critical. Those determined to be critical will be supported with a paper back-up in the event of a system failure that cannot be repaired within 30-minutes.

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Data Back-Up and Retention

Licensors will back-up all data on a nightly basis and keep a copy of the data for a 60-day period. Historical data will be retained in summary format for up to five (5) years. Detailed information will be retained for up to three (3) years.

Security Standards

Personnel (System Administrator) of the Licensee will be responsible for determining and maintaining security to access data of the Licensee on the Domain. Licensee will have access to all views agreed upon between Licensee and transit agencies to which Licensee has been designated the RTPA.

Licensors agree that the security provided on the server will not allow unauthorized traffic to access Licensee data.

EXHIBIT "E" REPORTS

"Working Reports" are those available as an option in the majority of Views in all Modules. Working reports primarily provide data in tabular format and may be exported in comma-delimited format. Reports may also be exported. Microsoft software products may be used by the Licensee to configure data in report exports.

Licensee desires reports other than those available in the existing Software and Modular Add-Ons. "Custom Reports" are those that use information from more than one view and/or are designed to the specifications of the Licensee. Custom Reports to be developed include the following:

- Quarterly Performance Statistics By Agency
- Quarterly Board Report

Specifications for these reports will be developed within 90 days of transit operator implementation.

Additional Software Engineering services are available on a time and materials basis at the rate specified in Exhibit "F". The Licensee agrees to validate reports and any subsequent revisions within 14 days of the report or revision being made available. Licensee is responsible for all validation, unless otherwise specified in the Custom Report price.

EXHIBIT "F"
SCHEDULE OF FEES AND COSTS – PAYMENT SCHEDULE

Deliverables (a)	Amount	Payment Due
Basic Software Application License Fee	\$10,000	Contract Signing
Phase I Assessment – Report Specification	\$2,500	90 Days After Transit Operator Implementation
Set-Up & Training Services	\$15,500	60 Days After Transit Operator Implementation
Customized Programming Services – Reports 120 hours of Software Engineering at \$125 per hour	\$15,000	Time & Materials Upon Receipt of Invoice
Annual Maintenance & Support Services Agreement and Annual Escrow Materials Fee (July 1, 2005 to June 30, 2006) Rate based on oversight agency basic licenses. If there are any changes either requested by Licensee or required to be implemented by Licensor (i.e., government mandated changes) then, the rate shall be increased in accordance with Licensor's then current published price list. With no changes in functionality, the annual Maintenance and Support fees for continued on-line service shall not increase by more than 15% per year. In the event that the Licensee commences use of the Escrowed Materials defined in Article IV, Paragraph 7.A, it shall require that the Licensee procure third-party software at the expense of the Licensee. Transit Performance Manager™ utilizes SQL Server 2000 for the database and Crystal Reports Version 8.5 for all reports.	\$12,000	120 Days After Transit Operator Implementation
Total	\$55,000	

(a) Deliverables are contingent upon the availability of Licensor and Licensee representatives for training and set-up, based on a mutually agreeable schedule.

Hourly Rates For Additional Service

Software Engineering \$125

Training \$150

Data Input & Set-Up \$45

Minute Action

AGENDA ITEM: 6

Date: *October 14, 2021*

Subject:

2021 Transportation Development Act Award of Article 3 Transit Stop Access Improvement Projects

Recommendation:

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

Award Transportation Development Act Article 3 funds for Transit Stop Access Improvement projects in the amount of \$775,323.22 as identified in Attachment A to this item.

Background:

On June 2, 2021 the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized the release of the Transportation Development Act (TDA) Article 3 Call for Projects for Transit Access Improvement Projects. The TDA provides that 2% of the State of California Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of bicyclists and pedestrians, known as the TDA Article 3 Program. Local jurisdictions and transit agencies were notified of this opportunity through SBCTA's website, Transportation Technical Advisory Committee (TTAC) and Public and Specialized Transportation and Advisory Coordination Council (PASTACC) email lists. The amount of TDA Article 3 funds available for award is \$779,888. The closing date for the Call for Projects was August 4, 2021.

Twelve (12) agencies submitted project applications to improve access to and add bus stop fixtures at approximately ninety two (92) bus stops as part of the Transit Stop Access Improvement Program projects for a total funding request of \$792,163.22. Each application was reviewed and scored by SBCTA staff and only one project was not awarded. After consideration of all projects, staff is recommending the approval of funding a total of \$775,323.22 for the projects identified in Table 1.

Table 1

Agency	Projects	Recommended Award Amount
San Bernardino County Department of Power and Water	3rd Street at Pedley Road Westbound	\$ 69,300.00
Omnitrans	Transit Stops in Omnitrans Service Area	\$ 79,784.10
Morongo Basin Transit Authority (MBTA)	Transit Center Bicycle Lockers – 29 Palms & Yucca Valley	\$ 30,181.00
Victor Valley Transit Authority (VVTA)	Apple Valley Bus Turn Out	\$ 75,000.00
VVTA	Hesperia Road Between Chalan Road and Sunset Drive	\$ 51,722.41
VVTA	13735 Rodeo Drive City of Victorville	\$ 26,890.82
City of Chino Hills	Montecito Drive Transit Access Improvements Project	\$ 77,989.00

Entity: San Bernardino County Transportation Authority

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City of Fontana	Transit Stops Improvements in the City of Fontana	\$ 37,580.00
City of Highland	Construction of New Sidewalks to Bus Stops	\$ 77,989.00
City of Ontario	Bus Stop Pad Installation Project	\$ 67,049.89
City of Redlands	Transit Stops Improvements in the City of Redlands	\$ 46,340.00
City of Rialto	Rialto Bus Stop Improvements	\$ 71,497.00
City of San Bernardino	San Bernardino Bust Stop Improvements	\$ 50,800.00
City of Yucaipa	Transit Stops Access in the City of Yucaipa	\$ 13,200.00
Total Award		\$ 775,323.22
Available		\$ 779,888.00

Attachment A provides details on the projects recommended for award. Ninety one (91) projects are recommended for funding sponsored by the Cities of Chino Hills, Fontana, Highland, Ontario, Redlands, Rialto, San Bernardino, and Yucaipa as well as San Bernardino County, Omnitrans, VVTA, and MBTA.

Financial Impact:

This item has no financial impact on 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: October 14, 2021

Witnessed By:

San Bernardino County Transportation Authority

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds
Apple Valley					
1	VVTA	Apple Valley Bus Turn Out	\$ 160,926.00	\$ 75,000.00	\$ 85,926.00
Chino Hills					
1	City of Chino Hills	Montecito Dr Transit Access Improvements Project	\$ 226,665.00	\$ 77,989.00	\$ 148,676.00
Colton					
1	Omnitrans	Mt Vernon Ave and Palm Dr SB, Midblock	\$ 10,972.50	\$ 10,972.50	\$ -
2	Omnitrans	San Bernardino @ Wildrose EB FS - Shelter Ad	\$ 10,972.50	\$ 10,972.50	\$ -
Fontana					
1	City of Fontana	Bus Pad N Cherry Ave at Live Oak Ave NB	\$ 9,460.00	\$ 4,730.00	\$ 4,730.00
2	City of Fontana	Bus Pad Foothill at Locust EB	\$ 8,698.00	\$ 4,349.00	\$ 4,349.00
3	City of Fontana	Bus Pad Arrow at Oleander EB	\$ 7,013.00	\$ 3,507.00	\$ 3,506.00
4	City of Fontana	Bus Pad Merrill Ave at Locust Ave WB	\$ 6,212.00	\$ 3,106.00	\$ 3,106.00
5	City of Fontana	Summit Ave at Falcon Ridge WB	\$ 6,212.00	\$ 3,212.00	\$ 3,212.00
6	City of Fontana	Sierra Ave at Underwood Dr NB	\$ 10,316.00	\$ 5,158.00	\$ 5,158.00
7	City of Fontana	Bus Pad Curtis at Vanessa Way WB	\$ 5,425.00	\$ 2,712.00	\$ 2,713.00
8	City of Fontana	Bus Pad Jurupa Ave at Pacific Ave WB	\$ 5,522.00	\$ 2,761.00	\$ 2,761.00
9	City of Fontana	Bus Pad Curtis and Citrus EB	\$ 5,332.00	\$ 2,666.00	\$ 2,666.00
10	City of Fontana	Bus Pad Jurupa Ave at Catawba Ave WB & at Hemlock Ave WB	\$ 10,758.00	\$ 5,379.00	\$ 5,379.00
Grand Terrace					
3	Omnitrans	Barton @ Canal EB FS	\$ 10,972.50	\$ 10,972.50	\$ -
4	Omnitrans	Barton @ Mt Vernon WB NS - Bench	\$ 577.50	\$ 577.50	\$ -
Highland					
1	City of Highland	Construction of New Sidewalks to Bus Stops	\$ 141,500.00	\$ 77,989.00	\$ 63,511.00
Loma Linda					
1	Omnitrans	Redlands at Mountain View EB NS - Bench	\$ 577.50	\$ 577.50	\$ -
1	Omnitrans	University at Yardly EB FS - Bench	\$ 577.50	\$ 577.50	\$ -
2	Omnitrans	Redlands at Anderson WB NS - Bench	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	Barton @ New Jersey WB NS	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	Redlands @ Mountain View EB FS - ad shelter	\$ 10,972.50	\$ 10,972.50	\$ -
3	Omnitrans	Redlands @ Curtis EB FS - Bench	\$ 577.50	\$ 577.50	\$ -
Montclair					
1	Omnitrans	Richton @ Central WB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
1	Omnitrans	San Bernardino @ Freemont EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	San Bernardino @ Monte Vista WB NS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Holt @ Monte Vista Mid - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Ramona @ Orchard NB NS	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Holt @ Central WB Mid - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Central @ Arrow HWY NB FS	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Ramona @ Howard SB FS	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Ramona @ Kingsley NB FS	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	San Bernardino @ Ramona EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Moreno at Vernon WB FS	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Moreno at Benson WB FS	\$ 1,092.30	\$ 1,092.30	\$ -
4	Omnitrans	San Bernardino @ Helena EB NS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds
Ontario					
1	City of Ontario	Bus Stop Pad Installation Project	\$ 67,049.89	\$ 67,049.89	\$ -
	City of Ontario	S Haven Ave & E Francis St NB FS			
	City of Ontario	E Riverside Dr & S Archibald Ave EB NS			
	City of Ontario	Campus at D SB NS			
	City of Ontario	Campus at D NB FS			
Redlands					
			\$ 46,340.00	\$ 46,340.00	\$ -
1	City of Redlands	Lugonia at Church EB	\$ 4,835.00		
2	City of Redlands	Citrus @ Judson/Ford WB	\$ 4,835.00		
3	City of Redlands	Citrus at Ford/Judson EB	\$ 4,835.00		
4	City of Redlands	Lugonia at Church WB	\$ 4,500.00		
5	City of Redlands	Citrus @ Grove WB	\$ 4,835.00		
6	City of Redlands	State St at New York St #6836	\$ 4,500.00		
7	City of Redlands	Lugonia at Tribune EB	\$ 4,500.00		
8	City of Redlands	Lugonia at University EB	\$ 4,500.00		
9	City of Redlands	Lugonia at Via Antibes EB	\$ 4,500.00		
10	City of Redlands	Orange St & W Brockton Ave NB	\$ 4,500.00		
1	Omnitrans	Lugonia at Church EB - Ad Shelter	\$ 10,972.50	\$ 10,972.50	\$ -
1	Omnitrans	Lugonia at Church WB - Bench	\$ 577.50	\$ 577.50	\$ -
1	Omnitrans	Citrus @ Grove WB - Bench	\$ 577.50	\$ 577.50	\$ -
2	Omnitrans	State @ New York EB FS Bench	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	Lugonia @ Tribune EB FS	\$ 577.50	\$ 577.50	\$ -
Rialto					
1	City of Rialto	Rialto Bus Stop Improvements #1	\$ 56,690.00	\$ 56,690.00	\$ -
	City of Rialto	Linden at Amazon NB	\$ 4,569.00		
	City of Rialto	Renaissance at Marketplace E WB	\$ 6,769.00		
	City of Rialto	Renaissance at Marketplace W EB	\$ 6,769.00		
	City of Rialto	Renaissance at Marketplace E EB	\$ 6,769.00		
	City of Rialto	Linden at Miro Way NB FS	\$ 4,569.00		
	City of Rialto	Linden at Miro Way SB FS	\$ 4,569.00		
	City of Rialto	Linden at Amazon SB Midblock	\$ 4,569.00		
	City of Rialto	Renaissance at Ayala EB FS	\$ 6,769.00		
	City of Rialto	Renaissance at Cracker Barrel WB	\$ 6,769.00		
	City of Rialto	Easton at Lilac WB NS	\$ 4,569.00		
2	City of Rialto	Rialto Bus Stop Improvements #2	\$ 14,807.00	\$ 14,807.00	\$ -
	City of Rialto	Easton at Alice EB	\$ 4,569.00	\$ -	
	City of Rialto	Easton at Willow WB	\$ 4,569.00	\$ -	
	City of Rialto	Linden at Renaissance NB	\$ 5,669.00	\$ -	
1	Omnitrans	Linden at Amazon NB Mid - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
1	Omnitrans	Renaissance at Marketplace E WB - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Renaissance at Marketplace W EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Renaissance at Marketplace E EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
4	Omnitrans	Renaissance @ Ayala EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds
San Bernardino					
	City of San Bernardino	Rialto at Macy WB	\$ 9,600.00	\$ 9,600.00	\$ -
	City of San Bernardino	Kendall at Lakewood EB	\$ 13,200.00	\$ 13,200.00	\$ -
	City of San Bernardino	Kendall at Brookfield	\$ 19,500.00	\$ 19,500.00	\$ -
NOT FUNDED	City of San Bernardino	Eucalyptus at Atchison	\$ 16,840.00	\$ -	\$ -
	City of San Bernardino	E at 36th Street NB	\$ 8,500.00	\$ 8,500.00	\$ -
Victorville					
1	VVTA	Hesperia Rd Between Chalan Rd and Sunset Drive	\$ 64,653.01	\$ 51,722.41	\$ 12,930.60
2	VVTA	13735 Rodeo Dr	\$ 33,613.52	\$ 26,890.82	\$ 6,722.70
Yucaipa					
1	City of Yucaipa	Yucaipa Blvd & Oak Glen Rd	\$ 26,400.00	\$ 13,200.00	\$ 13,200.00
2	City of Yucaipa	Yucaipa Blvd & 6th St			
3	City of Yucaipa	Yucaipa Blvd & 10th St Yucaipa			
4	City of Yucaipa	Blvd & 10th St EB			
5	City of Yucaipa	California St & Bella Vista Dr			
6	City of Yucaipa	County Line Rd and California St			
7	City of Yucaipa	5th St and Ave H			
Yucca Valley					
1	MBTA	Yucca Valley/29 Palms TC Bike Lockers	\$ 30,181.00	\$ 30,181.00	\$ -
County of SB					
1	County DPW	3rd Street at Pedley WB	\$ 77,000.00	\$ 69,300.00	\$ 7,700.00

Total Request	Available
\$ 775,323.22	\$ 779,888.00

Minute Action

AGENDA ITEM: 7

Date: October 14, 2021

Subject:

West Valley Connector-Phase I – Amendment No. 1 to Cooperative Agreement No. 17-1001638 with Omnitrans

Recommendation:

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

A. Approve Amendment No. 1 to Contract Number 17-1001638 with Omnitrans, memorializing the roles and responsibilities of each agency for the implementation of the West Valley Connector Project and providing for Omnitrans' contribution to reimburse the San Bernardino County Transportation Authority (SBCTA) for the cost of the project, in a revised not-to-exceed amount of \$139,344,117 and for SBCTA to reimburse Omnitrans in a revised not-to-exceed amount of \$35,051,386.

B. Approve a budget amendment for the Fiscal Year 2021/2022 Budget for Task 0315, Transit Capital, to substitute \$3,400,000 of Federal Transit Administration 5309 funds with Local Projects funds in the amount of \$3,400,000 for a zero net increase to the Budget.

Background:

The West Valley Connector (WVC) Phase 1 Project is a Bus Rapid Transit (BRT) line located in the Cities of Pomona, Montclair, Ontario and Rancho Cucamonga, and consists of a hybrid of alignments identified in the 2010 Omnitrans sbX System Corridors plan. The BRT route will connect the Pomona Metrolink Station on the Riverside Line to the Ontario International Airport via Holt Boulevard and the Rancho Cucamonga Metrolink Station on the San Bernardino Line via Milliken Avenue, terminating at Victoria Gardens on Day Creek Boulevard south of Main Street. The San Bernardino County Transportation Authority (SBCTA) intends to construct the WVC, which will then be operated by Omnitrans, as approved by both the SBCTA and Omnitrans Boards of Directors in January 2017.

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

SBCTA and Omnitrans previously entered into Cooperative Agreement No. 17-1001638 for the WVC, which identifies the roles and responsibilities of each agency for execution of Phase 1 of the WVC. Included in the Cooperative Agreement was a funding plan for the environmental, design, vehicle procurement, and construction of WVC Phase 1. Fund sources identified for the project include Measure I Valley Express Bus/BRT Program funds, revenue from the sale of the Omnitrans Mid-Valley Property, Federal Congestion Mitigation and Air Quality (CMAQ) funds previously assigned to Omnitrans for bus purchases, in-kind contributions, City of Ontario

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

October 14, 2021

Page 2

Measure I Valley Major Streets Arterial Program funds, and a future Federal Small Starts Capital Improvement Grant.

Since the approval of the Cooperative Agreement, SBCTA and Omnitrans collaborated on several grant submissions and were successful in securing additional State and Federal funding, including \$65 million from State Solutions for Congested Corridors Program (SCCP) and \$15 million from Transit and Intercity Rail Capital Program (TIRCP). The project also received an additional \$26 million in Federal funding that will flow through the FTA from stimulus funds under the American Rescue Plan (ARP) Act and received an allocation of \$86.75 million from the FTA discretionary Capital Investment Grant (CIG) program. SBCTA is the direct recipient of State SCCP and TIRCP funding and Omnitrans is the direct recipient of Federal ARP and CIG funds. The proposed amendment to the Cooperative Agreement includes a revised funding plan as a result of the additional project funding, bringing the total funding to be received by SBCTA from Omnitrans to \$139,344,117 and the total funding to be paid from SBCTA to Omnitrans to \$35,051,386, as noted under Recommendation A.

In addition, the amendment addresses roles and responsibilities related to changes in Project scope and revised project budget. In September 2020, the Board approved deferring the construction of a new operations and maintenance facility and implementing 40-foot battery electric buses (BEB) for the new BRT route. The existing West Valley maintenance facility located in Montclair has the capacity to maintain the eighteen (18) battery electric buses needed to operate the new BRT route, but will need to be retrofitted with charging infrastructure. The procurement of the BEBs will be done by Omnitrans and will be partially funded using the \$15 million TIRCP funds received by SBCTA towards the cost of BEBs. SBCTA is the lead agency in completing the environmental and final design work for the revised maintenance facility scope of work. Omnitrans will issue the procurement for the maintenance facility work and receive support from SBCTA's Construction Management Consultant for the charging infrastructure construction.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Transit Committee
Date: October 14, 2021

Witnessed By:

General Contract Information

Contract No: 17-1001638 Amendment No.: 1

Contract Class: Receivable Department: Transit

Customer ID: 01568 Customer Name: Omnitrans

Description: Cooperative Agreement with Omnitrans for the West Valley Connector Project

List Any Accounts Payable Related Contract Nos.: MOU 15-1001289. Payable 18-1001788.

Dollar Amount							
Original Contract		\$	29,263,743.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	110,080,374.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	139,344,117.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	139,344,117.00

Contract Authorization

Board of Directors Date: 11/3/2021 Committee Item #

Contract Management (Internal Purposes Only)

Local	Funding Agreement	N/A																																																																								
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Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Contract Summary Sheet

7.b

General Contract Information

Contract No: 18-1001788 Amendment No.: 1Contract Class: Payable Department: TransitVendor No.: 01568 Vendor Name: OmnitransDescription: Cooperative Agreement with Omnitrans for the West Valley Connector ProjectList Any Related Contract Nos.: MOU 15-1001289. Receivable 17-1001638.

Dollar Amount							
Original Contract		\$	1,125,544.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	33,925,842.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	35,051,386.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	35,051,386.00

Contract Authorization

Board of Directors Date: 11/3/2021 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

State/Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 10/4/2017 Expiration Date: 4/30/2023 Revised Expiration Date: 12/31/2039NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Sub-							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code Name	\$	35,051,386.00	\$	-
GL:	2565	30	0315	0334	52001	42206501	TIRCP	15,000,000.00	-		
	4160	30	0315	0334	52001	41100000	MSI	20,051,386.00	-		
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Victor Lopez

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Covers cost estimate for Maintenance Facility, Vehicles, PM and Start Up.

Attachment: CSS 18-1001788_Amendment 1_Payable [Revision 2] (7985 : West Valley Connector-Phase I – First Amendment to Cooperative

**AMENDMENT NO. 1 TO
CONTRACT NUMBER 17-1001638
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and
OMNITRANS
FOR
ENVIRONMENTAL CLEARANCE, DESIGN, RIGHT-OF-WAY (ROW), CONSTRUCTION,
AND PROJECT CLOSEOUT PHASES FOR PHASE 1 OF THE WEST VALLEY CONNECTOR
PROJECT**

I. PARTIES AND TERM

- A. THIS AMENDMENT NO. 1 to the Cooperative Agreement (“Agreement”) between the San Bernardino County Transportation Authority (“SBCTA”) and Omnitrans (“Omnitrans”), originally dated December 14, 2017, and identified as Contract Number 17-1001638, is made and entered into on _____, 2021, by SBCTA and Omnitrans.
- B. Section I.B of the Agreement is hereby amended as follows:
 - B. This Agreement shall terminate upon completion of SBCTA’s management of the environmental clearance, design, right-of-way (ROW), construction, and project closeout, except that the indemnification provisions of this Agreement shall remain in effect until terminated or modified, in writing, by mutual agreement of the Parties.

II. RECITALS

- A. Since SBCTA and Omnitrans originally entered into the Agreement, the PROJECT, as that term is defined in the Agreement, has been further developed and defined to include the use of battery electric 40’ buses with three doors (“Battery Electric Buses”) that will be procured for the PROJECT as described in this Amendment No. 1.
- B. To accommodate the use of Battery Electric Buses, Omnitrans will construct modifications to its West Valley Maintenance Facility.
- C. SBCTA will need to provide for on-route chargers for the Battery Electric Buses, as described in this Amendment No. 1.
- D. To account for these changes in the PROJECT scope, the PROJECT costs have been further refined and the Parties have clarified how Omnitrans will be reimbursed for its costs in this Amendment No. 1.
- E. It is expected that the PROJECT will receive additional Federal funding from various sources for which Omnitrans is the Designated Recipient and SBCTA is a Subrecipient that are accounted for in this Amendment No. 1 as changes to the PROJECT funding; provided, however, that the Agreement has already set forth the terms and conditions necessary for a Subrecipient agreement as required by the Federal Transit Administration (“FTA”).
- F. As the PROJECT schedule is further refined and revenue service is now estimated in early 2025, the term of the Agreement is extended in this Amendment No. 1.

- G. The Parties desire to clarify their respective roles for start-up and testing.
- H. Pursuant to sections I.B, VI.A and V.C of the Agreement, the Parties intend to modify the terms of the Agreement as set forth in this Amendment No. 1.

III. RESPONSIBILITIES OF SBCTA

The following responsibilities ascribed to SBCTA have changed:

- A. Section III.J of the Agreement is hereby deleted and replaced with the following:

J. To accommodate the use of Battery Electric Buses for the PROJECT:

1. SBCTA will complete the environmental clearance and final design of the improvements needed to support the Battery Electric Buses at the West Valley Maintenance Facility on a timeline for the PROJECT agreed by both Parties which allows for timely completion of construction of such improvements by Omnitrans.
2. SBCTA will procure construction management consulting (“CMC”) services for both the construction of the mainline corridor by SBCTA and construction of the West Valley Maintenance Facility improvements by Omnitrans on a timeline for the PROJECT agreed by both Parties. SBCTA will include Omnitrans as an indemnified party and additional insured under its contract with the CMC.
3. SBCTA will complete environmental clearance, final design, and construction of on-route chargers for the Battery Electric Buses in accordance with the final design approved by both Parties on a timeline for the PROJECT agreed by both Parties.
4. SBCTA will provide consulting assistance to develop specifications for the Battery Electric Buses on a timeline for the PROJECT agreed by both Parties which allows for timely completion of bus procurement by Omnitrans.

- B. Section III.K of the Agreement is hereby deleted and replaced with the following:

K. SBCTA will submit to Omnitrans’ Designated Representative one monthly electronic signed invoice by no later than the 15th of each month according to Attachment B for reimbursement of eligible PROJECT expenses. SBCTA shall not invoice Omnitrans for an amount more than Omnitrans’ maximum obligation as set forth in Attachment B. The invoice shall include the following:

- i. Signature by an authorized agent of SBCTA who certifies the accuracy of the information in the invoice.
- ii. Reference to MOU No. 17-1001638.
- iii. Amount of eligible PROJECT costs to be reimbursed and percentage of total PROJECT costs incurred.

- iv. Supporting documentation for all expenses in accordance with Federal requirements.
- v. Such other information as requested by Omnitrans.

C. All other responsibilities of SBCTA remain unchanged and unaffected by this Amendment No. 1.

IV. RESPONSIBILITIES OF OMNITRANS

The following responsibilities ascribed to Omnitrans have changed:

A. Section IV.D of the Agreement is hereby deleted and replaced with the following:

- D. To contribute to the PROJECT an amount as set forth in Attachment B for Project costs. Under no circumstances shall the total combined Omnitrans contribution exceed the amount set forth in Attachment B without an amendment to this Agreement.

B. Section IV.F of the Agreement is hereby deleted and replaced with the following:

- F. Omnitrans will submit to SBCTA's Accounts Payable department one monthly electronic signed invoice by no later than the 20th of each month according to Attachment B. Total payments shall not exceed the maximum obligation for Omnitrans as set forth in Attachment B. The invoice shall include the following:
 - i. Signature by an authorized agent of Omnitrans who certifies the accuracy of the information in the invoice.
 - ii. Reference to MOU No. 17-1001638.
 - iii. Amount of eligible PROJECT expenses to be reimbursed.
 - iv. Supporting documentation for all expenses in accordance with Federal requirements.
 - v. Such other information as requested by SBCTA.

C. Section IV.L of the Agreement is hereby deleted and replaced with the following:

- L. Omnitrans will own and maintain the Battery Electric Buses, the West Valley Maintenance Facility, and station amenities, which includes without limitation shelters, benches, trash cans, security systems, on-route chargers, pylons, platforms, equipment boxes, railings, gates, signage, digital kiosks, and artwork, which will be purchased or constructed as part of the PROJECT. Ownership and maintenance responsibilities will be outlined in further detail in the maintenance agreements that will be executed between Omnitrans and each local jurisdiction.

D. The following Section IV.Q is added to the Agreement as follows:

- Q. To accommodate the use of Battery Electric Buses for the PROJECT:
1. Omnitrans will construct the improvements to the West Valley Maintenance Facility, including, without limitation, installation of charging infrastructure, in accordance with the final design prepared by SBCTA and approved by both Parties, on a timeline for the PROJECT agreed by both Parties but no later than six months prior to substantial completion of the mainline corridor.
 2. Omnitrans will notify and obtain approval from SBCTA for any changes to the work at the West Valley Maintenance Facility that impact the PROJECT schedule or budget.
 3. Omnitrans will install any needed electrical upgrades to the West Valley Maintenance Facility, in coordination with Southern California Edison, to effectuate the improvements identified in IV.Q.1.
 4. Omnitrans will coordinate its construction activities at the West Valley Maintenance Facility with the CMC retained by SBCTA in accordance with the contract between SBCTA and the CMC. Omnitrans will promptly consult with SBCTA if it anticipates any change to the scope of work or schedule for the CMC; Omnitrans and SBCTA will confer and agree upon any needed changes to scope or schedule for the PROJECT and SBCTA will provide such direction in writing to CMC.
 5. Omnitrans will procure 18 new 40' Battery Electric Buses in accordance with the agreed-upon vehicle specifications, administer the Battery Electric Bus Procurement contract, and complete any preliminary inspection or testing after delivery so that at least two Battery Electric Buses are ready for pre-revenue service testing on the corridor on a timeline for the PROJECT agreed by both Parties, but no later than six months prior to substantial completion of the mainline corridor and the balance of the fleet ready for revenue service.
 6. As part of its responsibilities for procurement of the Battery Electric Buses, Omnitrans will design and implement an sbX Purple Line paint scheme for the Battery Electric Buses.
 7. Omnitrans will provide to SBCTA, FTA, and any other funding or regulatory agencies, any reports or information required to comply with Federal and State requirements and will coordinate with SBCTA to meet document control protocols for the PROJECT.

E. The following Section IV.R is added to the Agreement as follows:

R. In accordance with the agreed PROJECT timeline, Omnitrans will be responsible for the completion of start-up tasks, including but not limited to the following:

1. Complete emergency drills required prior to revenue service.
2. Establish communication utility service for mainline corridor.
3. Test and optimize the transit signal priority (“TSP”) system and coordinate with cities to develop process for monitoring and reporting functionality of the TSP system.
4. Procure items necessary for start-up operations.

Omnitrans and SBCTA may agree upon additional start-up tasks not specifically listed above, and other eligible start-up PROJECT costs, as long as they don’t exceed the start-up amount listed under Attachment B.1, without an amendment to this Agreement .

F. All other responsibilities of Omnitrans remain unchanged and unaffected by this Amendment No.1.

V. MUTUAL RESPONSIBILITIES

The following responsibilities ascribed to both Parties have changed:

A. Section V.R of the Agreement is hereby added as follows:

R. The Parties agree that each Party is responsible for timely completion of its obligations under this Agreement in accordance with the mutually agreed PROJECT schedule, which may be modified from time to time without amendment of this Agreement. The Parties further agree that each Party’s timely completion of its obligations may depend, in part, on the other Party’s timely completion of its obligations. Either Party’s failure to timely complete its obligations could cause the other Party to incur unanticipated costs that may require use of the PROJECT contingency. If either Party reasonably anticipates that it will be unable to complete its obligations within the agreed PROJECT schedule, that Party will immediately notify the other Party. The Parties will meet to try to resolve the issue in order to avoid incurring any additional costs to the PROJECT and avoiding any associated delays.

B. All other mutual responsibilities remain unchanged and unaffected by this Amendment No. 1.

VI. PROJECT COSTS AND FUNDING

The following Section VII. PROJECT COSTS AND FUNDING is hereby added as follows.

AMENDMENT NO. 1 TO CONTRACT NUMBER 17-1001638

Page 5

VII. PROJECT COSTS AND FUNDING

A. Project Costs.

1. Eligible PROJECT costs shall include Management, Planning, Environmental, Design, ROW, Construction, and Project closeout; PROJECT costs shall not include any operational costs.
2. Each Party shall be responsible for their respective PROJECT costs as described in Attachment B and may adjust those costs between line items with approval by SBCTA's representative; provided, however, that SBCTA's total responsibility shall not exceed \$248,631,412, Omnitrans' total responsibility shall not exceed \$38,882,996, and the total PROJECT costs shall not exceed \$287,514,407.
3. The Parties agree that the PROJECT costs allocated to Omnitrans may be adjusted between certain line items, with concurrence by SBCTA's representative, without an amendment to this Agreement; provided, however, that a written Amendment approved by both Parties is required to increase the total PROJECT costs or the total Project costs allocated to either Party.

B. Project Funding and Assignment of Federal Funds.

1. The anticipated PROJECT funding shall be those amounts and sources as described in Attachment B.
2. Omnitrans, as designated applicant/recipient of FTA funds, hereby agrees to facilitate a pass-through of FTA funds, upon grant award, to SBCTA as a Subrecipient in the amounts as described in Attachment B. Pursuant to the Parties' Memorandum of Agreement No. 15-1001289, as amended, SBCTA, on behalf of itself and its contractors, hereby assumes responsibility for compliance with all applicable grant agreements and Federal requirements, including without limitation the current FTA Master Agreement. Omnitrans retains responsibility for monitoring SBCTA's compliance as a Subrecipient. Omnitrans shall comply with all applicable grant agreements and Federal requirements, including without limitation the current FTA Master Agreement, for those portions of the PROJECT that Omnitrans is managing, as further set forth in this Amendment No. 1.
3. SBCTA shall be responsible for managing and tracking the PROJECT budget and payment of PROJECT costs in accordance with applicable Federal requirements. Omnitrans shall be responsible for managing and tracking the PROJECT budget and payment of PROJECT costs in accordance with applicable Federal requirements for those portions of the PROJECT that Omnitrans is managing, as further set forth in this Amendment No. 1. Omnitrans and SBCTA will retain and provide to each other all required documentation and reports necessary to comply with Federal requirements and requests for information.

C. Reimbursement of Incurred PROJECT Expenses.

1. Omnitrans shall be entitled to reimbursement of allowable PROJECT costs incurred by Omnitrans in accordance with Attachment B. Allowable PROJECT costs include the following: Project management; construction of the improvements to the West Valley Maintenance Facility; purchase costs of the Battery Electric Buses; eligible costs for

environmental and design (already incurred and reimbursed); and eligible costs for start-up and testing.

2. Omnitrans will provide to SBCTA all required documentation and reports to support allowable PROJECT costs as necessary to comply with Federal requirements and requests for information.

VII. EXHIBITS OR ATTACHMENTS

The following attachments, which were incorporated by reference into the original agreement, are hereby modified as follows:

- A. **Attachment A – Project Scope.** Attachment A is hereby replaced with Attachment A.1.
- B. **Attachment B – Project Capital Costs and Funding Shares.** Attachment B is hereby replaced with Attachment B.1.
- C. **Attachment C – Project Milestone and Anticipated Schedule.** Attachment C is hereby replaced with Attachment C.1.

All other attachments remain unchanged and unaffected by this Amendment No. 1.

VIII. MISCELLANEOUS

- A. Other than as expressly provided in this Amendment No. 1, all terms and conditions of the Agreement remain in full force and effect.

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

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 17-1001638
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and OMNITRANS**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Curt Hagman
Board President
Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel
Date: _____

OMNITRANS

By: _____
Erin Rogers
CEO/General Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Haviva Shane
Omnitrans General Counsel
Date: _____

ATTACHMENT A.1 –PROJECT SCOPE

West Valley Connector Bus Rapid Transit Project

The San Bernardino County Transportation Authority (SBCTA), along with the public transit operator Omnitrans, is proposing to construct the West Valley Connector (WVC) Bus Rapid Transit (BRT) 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 goal of the West Valley Connector BRT project is to provide faster, more frequent, and more direct bus service connecting major destinations throughout the western part of the San Bernardino Valley. It will also provide enhanced amenities for passengers and improvements over existing local service. As detailed in the environmental document, the 35-mile WVC BRT line would be constructed in two phases: Phase 1/Milliken Alignment and Phase 2/Haven Alignment.

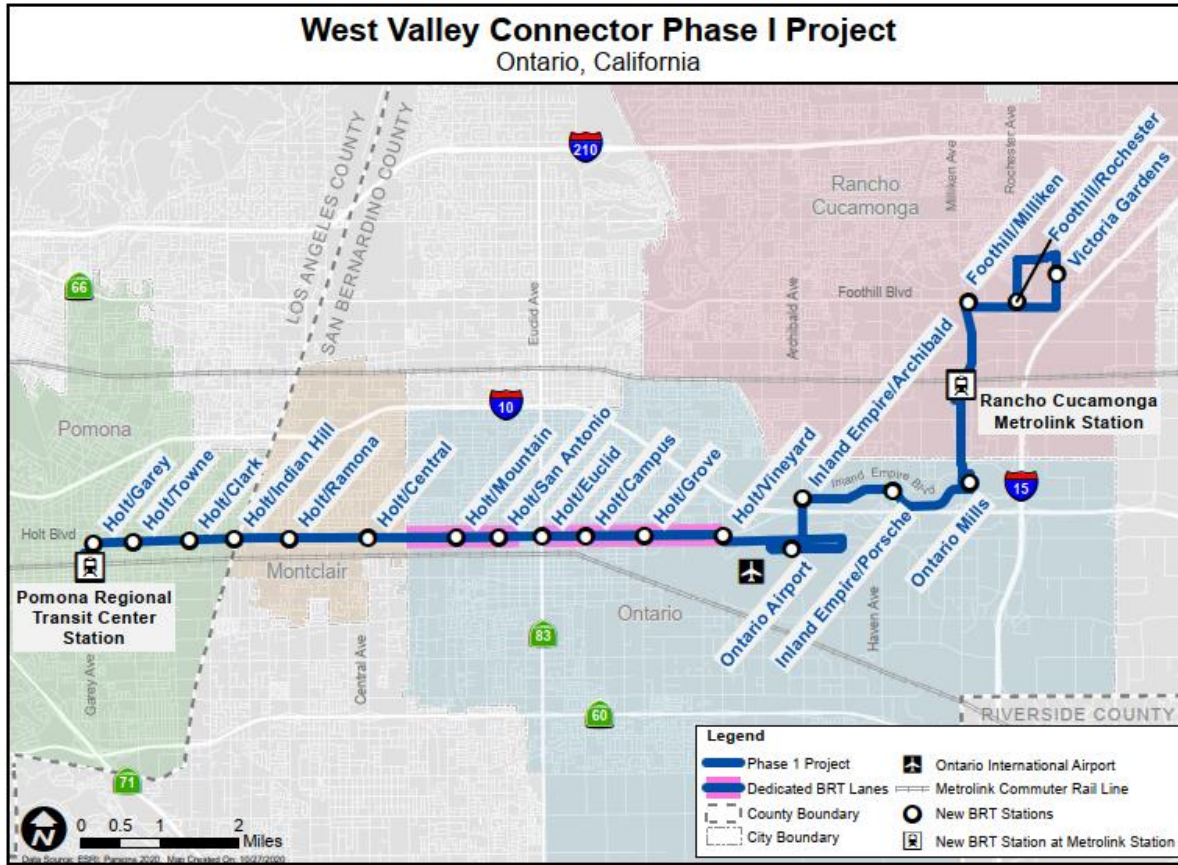
This Agreement covers Phase 1 of the project, which includes 19 miles between the Pomona Regional Transit Center station and Victoria Gardens in Rancho Cucamonga, with 21 intermediate stations serving major destinations and transfer points, such as downtown Ontario, Ontario Airport, and the Rancho Cucamonga Metrolink station. Phase 1 includes 3.5 miles of center-running, dedicated BRT lanes through central Ontario and 15.5 miles of curb lane mixed flow operation. The WVC BRT Phase 1 alignment will operate 10-minute peak and 15-minute off-peak service for 14 hours per day, Monday through Friday, which is projected to reduce travel time by 28% (from 75 minutes to 54 minutes) and increase corridor ridership by 18% in the opening year, 2024. Additional ridership growth is anticipated over time.

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). The West Valley Connector will be the second BRT corridor to be implemented in the Omnitrans service area. The West Valley Connector project is also included in SBCTA's *Measure I Strategic Plan* and the Southern California Association of Governments' (SCAG) *2016 Regional Transportation Plan / Sustainable Communities Strategy* (RTP/SCS).

Corridor Alignment

Phase 1 of the West Valley Connector BRT corridor serves many population and employment concentrations, key activity centers and high ridership destinations.

As shown in the WVC corridor map below, the WVC Phase 1 will connect the Pomona Regional Transit Center, Ontario International Airport, the Rancho Cucamonga Metrolink Station, Ontario Mills and Victoria Gardens. Ontario Mills is one of Omnitrans' busiest and highest ridership transit hubs; it currently serves existing local bus routes 61, 81, 82, and freeway express commuter route 290, as well as Riverside Transit Agency's freeway express commuter route 204.



Proposed Project Specifics

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 has had extensive stakeholder and public involvement to determine the most viable project definition to be advanced during the Project Development phase. These efforts included multiple public meetings as part of the Alternatives Analysis/conceptual engineering work in 2014; the Environmental Assessment scoping meetings for the West Valley Connector project in 2016; and additional outreach efforts in 2017 as requested by Federal Transit Administration (FTA) for affected property owners along Holt Boulevard and environmental justice populations. There is strong support for the project in all the communities that will be served, as shown by the public comments received. SBCTA and Omnitrans also anticipate that the project will significantly enhance multimodal connectivity and reduce vehicle-miles traveled (VMT) and greenhouse gas emissions in the region.

The West Valley Connector Phase 1 project definition 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, digital information kiosks, benches, trash receptacles, bicycle racks, security cameras, light fixtures, shelters/canopies with wind screens, and landscaping.
- Art in Transit Program providing artwork for windscreens on shelters and artwork for wraps of utility boxes.
- 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.
- Improvement of existing maintenance facility, as well as charging infrastructure to support the corridor BRT operations and new electric buses.

The BRT service will be operated by Omnitrans as the sbX Purple Line.

Vehicle Storage

All sbX West Valley Connector vehicles will be maintained and stored at the 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 fleet of eighteen (18) 40-foot electric buses and their maintenance and charging needs.

**ATTACHMENT B.1
PROJECT CAPITAL COSTS AND FUNDING**

Project Costs

Description	Total Amount	SBCTA Cost	Omnitrans Cost
Construction Capital - Mainline	\$98,223,496	\$98,223,496	\$-
Construction Capital – Maintenance Facility	\$4,186,000	\$-	\$4,186,000
Vehicles	\$29,150,510	\$-	\$29,150,510
ROW Capital	\$58,811,789	\$58,811,789	\$-
Utilities	\$16,220,173	\$16,220,173	\$-
ROW/Utility Support	\$18,000,000	\$18,000,000	\$-
Environmental and Design	\$16,127,824	\$12,786,092	\$3,341,732
Project Management (including contract administration)	\$9,622,106	\$8,496,562	\$1,125,544
Construction Management	\$10,792,099	\$10,792,099	\$-
Project Contingency	\$24,761,595	\$24,761,595	\$-
Legal, permits Reviews by other Agencies	\$539,605	\$539,605	\$-
Start Up	\$1,079,210	\$-	\$1,079,210
Total Project Cost	\$287,514,407	\$248,631,411	\$38,882,996

Project Funding Summary

Funding Source	Amount	Comments
Solutions for Congested Corridors (SCCP)	\$65,000,000	SBCTA Funding
CITY IN-KIND LOCAL Street Improvements	\$9,300,000	
Transit & Intercity Rail Capital Program (TIRCP)	\$15,000,000	SBCTA Funding
MEASURE I Local Sales Tax	\$53,675,404	SBCTA Funding
OMNITRANS (Mid-Valley Land Sale – Federal 80%)	\$20,078,726	Omnitrans Funding
OMNITRANS (Mid-Valley Land Sale – State Match 20%)	\$5,019,681	Omnitrans Funding
OMNITRANS FTA Section 5307	\$659,692	Omnitrans Funding
OMNITRANS Other Local	\$747,247	Omnitrans Funding
OMNITRANS Other FTA Section 5307	\$3,058,938	Omnitrans Spent Directly (Not SBCTA managed)
OMNITRANS STA/LTF (local)	\$772,672	Omnitrans Spent Directly (Not SBCTA managed)
OMNITRANS STA/LTF (transferred to SBCTA)	\$1,363,276	SBCTA Funding
FTA Small Starts	\$86,750,000	Omnitrans Funding
FTA American Rescue Plan Act (ARP) Stimulus	\$26,088,771	Omnitrans Funding
TOTAL	287,514,407	

ATTACHMENT C.1 PROJECT MILESTONE AND ANTICIPATED SCHEDULE

Project Timeline

SBCTA and Omnitrans have completed significant elements of Project Development, with extensive stakeholder coordination and public involvement, including Alternatives Analysis, NEPA and CEQA certification, selection of the locally preferred alternative (LPA), preliminary engineering, and the Financial Plan. SBCTA anticipates the following schedule to complete the Project over the next four years:

Phase/Project Component	Responsibility	Anticipated Completion Date
Cost Estimate for West Valley Maintenance Facility Design	SBCTA	October 2021
Final Bus Specifications Delivered to Omnitrans	SBCTA	December 2021
Construction Management Consultant Contract Award	SBCTA	January 2022
Environmental Revalidation	SBCTA	February 2022
Cost Estimate for West Valley Maintenance Facility Construction	SBCTA	February 2022
Anticipated Small Starts Grant Agreement	SBCTA/Omnitrans	April 2022
Final Design Plans and Specifications for West Valley Maintenance Facility	SBCTA	April 2022
Final Design of Mainline	SBCTA	April 2022
RFP Issued for Battery Electric Buses	Omnitrans	July 2022
Release IFB for Maintenance Facility Construction	Omnitrans	July 2022
Release IFB for Mainline Construction	SBCTA	August 2022
Award Contract for Mainline Construction	SBCTA	October 2022
Contract Awarded for Battery Electric Buses	Omnitrans	November 2022
Award Contract for Maintenance Facility Construction	Omnitrans	January 2023
First Two Battery Electric Buses Delivered	Omnitrans	February 2024
Maintenance Facility Construction Substantially Complete	Omnitrans	August 2024
Battery Electric Buses Commissioned	Omnitrans	September 2024

Phase/Project Component	Responsibility	Anticipated Completion Date
Battery Electric Buses Delivered (balance of fleet)	Omnitrans	October 2024
TSP System Testing Complete	SBCTA/Omnitrans	December 2024
Utility Relocation Mainline Complete	SBCTA	December 2024
Mainline Construction Substantially Complete	SBCTA	December 2024
Anticipated Start of Revenue Service with Schedule Reserve	SBCTA/Omnitrans	June 2025

Project schedule is subject to change upon mutual written acknowledgment between responsible staff for SBCTA and Omnitrans, without further amendment.

Minute Action

AGENDA ITEM: 8

Date: *October 14, 2021*

Subject:

Amendment No. 5 to Cooperative Agreement No. 17-1001587 with Southern California Regional Rail Authority for the Redlands Passenger Rail Project

Recommendation:

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

- A. Approve Amendment No. 5 to Cooperative Agreement No. 17-1001587 between San Bernardino County Transportation Authority and Southern California Regional Rail Authority (SCRRA), for the Redlands Passenger Rail Project (RPRP) for additional support services, increasing the contract amount by \$2,341,350, for a new not-to-exceed amount of \$17,293,551.40, increasing the overall RPRP budget from \$373,669,232.30 to \$375,112,982.30.
- B. Allocate an additional \$2,341,350 in Measure I Valley Metrolink/Rail Service Funds to the RPRP.
- C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$1,443,750 in Measure I Valley Metrolink/Rail Service Funds.

Background:

Development of the Redlands Passenger Rail Project (RPRP) is approaching the beginning of infrastructure testing of the mainline and signal systems. The testing and commissioning of the Diesel Multiple Unit (DMU) vehicles is expected to begin in December 2021. San Bernardino County Transportation Authority (SBCTA) and Southern California Regional Rail Authority (SCRRA) have cooperated in the development of the RPRP and the implementation of the Arrow passenger service utilizing DMU equipment from the start of project development. The various agreements between the agencies have aided in establishing the roles and responsibilities of each party, along with defining the funding of the capital and pre-revenue operations of the endeavor.

In December 2016, SBCTA and SCRRA entered into Cooperative Agreement No. 17-1001587 for RPRP design services, and subsequently approved Amendment Nos. 1-4. These amendments increased the funding to \$14,952,201.40. This Amendment No. 5 provides for additional construction support services including the procurement of mechanical tools, maintenance vehicles and office furniture required for the operation of the Arrow Maintenance Facility (AMF), the maintenance of the DMUs and the maintenance of the Redlands Passenger Rail Service Area (RPRSA), additional SCRRA staff and consultant support associated with Project Management, communications systems, scheduling and an extended period of performance over that envisioned in previous amendments, four (4) additional Passenger Phones for DMU station platforms, mechanical support to DMU Positive Train Control (PTC) testing and simulated service testing and procurement of PTC Wireless Crossing Near-Side Signal (WCNSS) licenses and software for PTC training simulator.

Entity: San Bernardino County Transportation Authority

Amendment No. 5 to Cooperative Agreement No. 17-1001587 provides for the following:

1. Specifies the funding allocation for completion of the capital projects and the annual funding for pre-revenue service expenses incurred by SCRRA. To date, SCRRA has issued work orders funded by SBCTA capital funds. This will continue to be the primary source of funding for SCRRA efforts. Starting in Fiscal Year (FY) 2020/2021, pre-revenue operations will begin and additional funding will be used from SBCTA's annual Arrow operating subsidy. The amended budget thus funds the capital to the beginning of revenue operations in early FY 2022/2023, while operating funds are divided into the remaining three months of FY 2020/2021 and all of FY 2021/2022.
2. Provision of additional construction support services in the form of procuring one (1) forklift, two (2) utility carts, one (1) storage container, miscellaneous shop equipment, a mobile car washer and twelve (12) car jacks to equip the AMF, estimated to be \$809,000. Amendment 5 includes procuring the necessary office furniture, storeroom counters and breakroom equipment estimated at \$7,000.
3. Amtrak and Alstom staff will be necessary to support the system testing. Amtrak will provide one (1) crew for four (4) weeks and Alstom will provide mechanical staff for two (2) weeks. The estimated costs for the staff support is \$52,500.
4. SCRRA project delivery staff, program scheduling consultants, along with mechanical support, is estimated to cost \$665,000. The amendment provides for the installation of four (4) emergency call boxes (one (1) at each station) for \$45,000. Note, funding for one (1) of the 4 (four) emergency call boxes was provided in Amendment No. 3. Finally, the amendment includes funding for the development of the WCNSS software, testing and licenses estimated at \$550,000.

The estimated cost of Amendment No. 5 is \$2,341,350 as detailed under Attachment K of the draft amendment and is split between capital and operating expenses as follows.

Capital Expenses:

Item	Amount
O. DMU Burn Ins	\$52,500.00
P. Staff Support	\$665,000.00
Q. Station Call Boxes	\$45,000.00
R. WCNSS	\$550,000.00
Subtotal	\$1,312,500.00
Contingency	\$131,250.00
Total	\$1,443,750.00

Arrow Operating Expenses:

Item	Amount
M. AMF Equipment	\$809,000.00
N. AMF Building	\$7,000.00
Subtotal	\$816,000.00
Contingency	\$81,600.00
Total	\$897,600.00

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This amendment brings the total contract amount to \$17,293,551.40. The deposit to SCRRA, based on 17% of the contract amount, is increased by \$398,029.50, bringing the total deposit to \$2,939,903.74. Staff recommends approval of Amendment No. 5 to Cooperative Agreement No. 17-1001587 with SCRRA.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Transit Committee
Date: October 14, 2021

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 17-1001587 Amendment No.: 5 Sole Source? N/A

Vendor No.: 02003 Vendor/Customer Name: Southern California Regional Rail Authority

Description: Design & Construction Support Services

Estimated Start Date: 11/2/2016 Expiration Date: 12/31/2023 Revised Expiration Date: _____

List Any SBCTA Related Contracts Nos.: _____

Dollar Amount					
Original Contract	\$	1,069,500.00	Original Contingency	\$	106,950.00
Prior Amendments	\$	13,882,701.40	Prior Amendments	\$	(106,950.00)
Current Amendment	\$	2,341,350.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	17,293,551.40	Total Contingency Value	\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	17,293,551.40

Contract Authorization

Board of Directors _____ Date: 11/3/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Payable _____ Capital Project Contracts _____ No Budget Adjustment _____

Accounts Payable							
Total Contract Funding: \$				17,293,551.40			
GL:	4150	30	0315	0324	52001	41100000	8,505,296.00
GL:	1050	30	0315	0324	52001	42218001	4,020,129.00
GL:	4150	30	0315	0324	52001	41100000	106,950.00
GL:	4150	30	0315	0324	52001	41100000	577,500.00
GL:	1050	30	0315	0324	52001	42218001	92,326.40
GL:	4150	30	0315	0324	52001	41100000	750,000.00
GL:	1050	30	0315	0324	52001	42218001	900,000.00
GL:	4150	30	0315	0324	52001	41100000	1,443,750.00
GL:	4150	30	0315	0371	52001	41100000	897,600.00
GL:							-
GL:							-
GL:							-

Total Contingency: \$							
GL:	4150	30	0315	0324	52001	41100000	-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-

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

GL:							-
GL:							-
GL:							-
GL:							-
GL:							-

Victor Lopez

Project Manager (Print Name)

Carrie Schindler

Task Manager (Print Name)

Additional Notes:

Attachment: Contract Summary Sheet 17-1001587-5 [Revision 2] (8024 : Amend No. 5 to Coop Agreement No. 17-1001587 with SCRRA for the

AMENDMENT NO. 5 TO

COOPERATIVE AGREEMENT NO. 17-1001587

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

REDLANDS PASSENGER RAIL PROJECT RAILROAD DESIGN AND

CONSTRUCTION SUPPORT SERVICES

SAN GABRIEL SUBDIVISION/REDLANDS SUBDIVISION

MILE POST 57.77/1.1 TO MILEPOST 66.57/9.9

This "AMENDMENT NO. 5" amends the Cooperative Agreement for the Redlands Passenger Rail Project (RPRP), SBCTA Agreement No. 17-1001587, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("SCRRA") ("AGREEMENT"). SBCTA and SCRRA are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES". Capitalized terms used but not defined in this amendment shall have meanings ascribed to them in the AGREEMENT.

RECITALS

1. SBCTA and SCRRA entered into the AGREEMENT, which defined the terms and conditions for the design phase of the Redlands Passenger Rail Project ("RPRP" or "PROJECT").
2. The AGREEMENT was amended (AMENDMENT NO. 1) to include the development and implementation of Positive Train Control (PTC) with functionality to support highway-crossing warning forestallment for near-side crossings and SCRRA's temporary use of the San Bernardino Inland Empire Layover Facility.
3. The AGREEMENT was further amended (AMENDMENT NO. 2) to include additional budget for SCRRA's EARLY UTILITY RELOCATION CONTRACT SUPPORT SERVICES.

4. This AGREEMENT was further amended (AMENDMENT NO. 3) to include additional budget and scope for CONSTRUCTION SUPPORT services, system integration testing, equipment certification testing, train and engine crew certification, and other PRE-REVENUE SERVICE SUPPORT for the transition from a construction project to an operating railroad.

5. This AGREEMENT was further amended (AMENDMENT NO. 4) to include additional budget and scope for system integration testing, equipment certification testing, enhancement to the Wireless Control Nearside Station Stop (WCNSS) operation, Positive Train Control (PTC) support software, and PTC work needed for the Arrow Maintenance Facility (AMF).

6. PARTIES now desire to further amend the AGREEMENT to include and define additional responsibilities for CONSTRUCTION SUPPORT services, including, but not limited to: procurement of equipment and furniture required for the operation of the AMF, the maintenance of the DMUs and the maintenance of the RPRSA, additional SCRRA staff and consultant support associated with Project Management, communications systems, scheduling, and an extended period of performance over that envisioned in previous Amendments, four (4) additional Passenger Phones for DMU station platforms, mechanical support to DMU PTC testing, and simulated service testing and procurement of PTC WCNSS licenses and software for PTC training simulator.

7. PARTIES agree that the additional funding identified in Attachment K to this amendment is for Additional PRE-REVENUE SERVICES.

NOW, THEREFORE, it is mutually understood and agreed by PARTIES as follows:

1. Add **ARTICLE 4. OBLIGATIONS OF SBCTA**, sub-paragraph B. 6:

6. **Attachment K** – ADDITIONAL PRE-REVENUE SERVICES (AMENDMENT NO.

5) The costs associated with the line items in **Attachment K** are estimates and actual costs may vary. Variance in such costs shall not relieve SBCTA of its responsibility to fund one hundred percent (100%) of all such costs incurred by SCRRA.

2. **ARTICLE 4. OBLIGATIONS OF SBCTA** sub-paragraph C shall be deleted and replaced in its entirety with the following:

Upon execution of AMENDMENT NO. 5, to provide to SCRRA an increase in the deposit amount of \$398,029.50, or seventeen percent (17%) of AMENDMENT NO. 5, bringing the total deposit to \$2,939,903.74 of the total amount of the estimated obligation under the AGREEMENT of \$17,293,551.40. A Funding and Deposit summary is contained in **Attachment I** (AMENDMENT NO. 5).

3. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraphs K. 7 and 8:

7. SCRRA shall purchase and test all WCNSS licenses as required for the network throughout the RPRSA.

8. SCRRA shall procure and develop software to replicate the WCNSS system enhancements within the PTC training simulator.

4. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph P: 7:

7. Provide consultant support to the development and maintenance of a comprehensive Master Schedule for all SCRRA tasks and deliverables, including bi-weekly reviews and updates with the SBCTA Program Management team.

5. **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph Q. 3. b) shall be deleted in its entirety and replaced with:

b) Five (5) Passenger Information Phones, one (1) each to be installed and commissioned at Tippecanoe station, ESRI station, Downtown Redlands station Metrolink Platform, Downtown Redlands station Arrow Platform, University of Redlands station.

6. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph U. b). vii:

vii) Qualified Mechanical Personnel for the purpose of undertaking daily FRA CFR testing requirements prior to allowing operation of the DMUs on the main line.

7. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph U. c):

c) DMU “1000 mile” simulated service testing: SCRRA shall provide support services to assist SBCTA and their representatives in undertaking the “1000 mile” simulated service tests for each of the three (3) DMUs.

8. Add the following new sub paragraph to **ARTICLE 5. OBLIGATIONS OF SCRRRA:**

Y. Procure equipment and furniture required for the operation of the AMF, the maintenance of the DMUs and the maintenance of the RPRSA as defined in **Attachment K**.

9. **K. ARTICLE 7. MAXIMUM OBLIGATION** shall be deleted and replaced in its entirety with the following:

Notwithstanding any provisions of this AGREEMENT to the contrary, SBCTA and SCRRRA agree that SBCTA's maximum payment obligation per this AGREEMENT (including SCRRRA's direct and indirect costs) shall not exceed \$17,293,551.40 for railroad design support and CONSTRUCTION SUPPORT services, system integration testing, and equipment certification testing, provision of train and engine crew certification, and other PRE-REVENUE SERVICE SUPPORT for the transition from a construction project to an operating railroad.

10. **Attachment I - Funding and Deposit Summary** shall be deleted and replaced with the revised "ATTACHMENT I – Funding and Deposit Summary," which is attached to and incorporated into this Agreement by reference.

11. **Attachment K - Additional Pre-revenue Services** is attached to and incorporated into this Agreement by this reference.

12. Except as amended by this AMENDMENT NO. 5, all other provisions of the AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.

This AMENDMENT NO. 5 shall be made effective upon execution by both PARTIES.

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

Attachment: 17-1001587_Amendment 5 (8024 : Amend No. 5 to Coop Agreement No. 17-1001587 with SCRRRA for the RPRP)

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT NO. 5 to be entered into as of the date set forth above.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

Darren Kettle
Chief Executive Officer

By: _____

Curt Hagman
Board President

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

Don O. Del Rio
General Counsel

By: _____

Julianna K. Tillquist
General Counsel

ATTACHMENT I

Funding and Deposit Summary

Attachment: 17-1001587_Amendment 5 (8024 : Amend No. 5 to Coop Agreement No. 17-1001587 with SCRRA for the RPRP)

Attachment I-Funding and Deposit Summary

Contract	Funding Amount	Deposit	Funding By Project		
			860942 (Design)	418004 (Con)	Funding Amount
17-1001587	\$ 1,069,500.00	\$ 181,815.00	\$ 1,069,500.00	\$ -	\$ 1,069,500.00
17-1001587-1	\$ 6,758,425.00	\$ 1,148,932.25	\$ 62,700.00	\$ 6,695,725.00	\$ 6,758,425.00
17-1001587-2	\$ 370,500.00	\$ 62,985.00	\$ 370,500.00	\$ -	\$ 370,500.00
17-1001587-3	\$ 4,327,000.00	\$ 735,590.00	\$ -	\$ 4,327,000.00	\$ 4,327,000.00
17-1001587-4	\$ 2,426,776.40	\$ 412,551.99		\$ 2,426,776.40	\$ 2,426,776.40
17-1001587-5	\$ 2,341,350.00	\$ 398,029.50		\$ 2,341,350.00	\$ 2,341,350.00
Total	\$ 17,293,551.40	\$ 2,939,903.74	\$ 1,502,700.00	\$ 15,790,851.40	\$ 17,293,551.40

Notes:


SCRRA Project Number 860942 (Design)

SCRRA Project Number 418004 (Construction)

ATTACHMENT K

Additional Pre-revenue Services

Attachment: ATTACHMENT K - cover page (8024 : Amend No. 5 to Coop Agreement No. 17-1001587 with SCRRA for the RPRP)

 METROLINK SCRRA Project No. Project Name Schedule		Attachment K - Additional Pre-Revenue Services 17-1001587 Amendment No. 5 418004 Redlands Passenger Rail Project October 2018-October 2022						
NO.	ITEM	QUANTITY				UNIT	UNIT COST	TOTAL COST
		No. Persons	No. of Months	Hours per Month	Total			
M	AMF Equipment							
1	Forklift				1	LS	\$ 120,000.00	\$ 120,000.00
2	Utility Carts				2	EA	\$ 12,000.00	\$ 24,000.00
3	Containers				1	LS	\$ 25,000.00	\$ 25,000.00
4	Shop Equipment				1	LS	\$ 120,000.00	\$ 120,000.00
5	Mobile Train Wash				1	LS	\$ 120,000.00	\$ 120,000.00
6	Portable DMU Jacks				1	LS	\$ 400,000.00	\$ 400,000.00
	Sub-Total				7			\$ 809,000.00
N	AMF Building							
1	Office Furniture				1	LS	\$ 5,000.00	\$ 5,000.00
2	Storeroom counters				1	LS	\$ 500.00	\$ 500.00
3	Breakroom Equipment				1	LS	\$ 1,500.00	\$ 1,500.00
	Sub-Total							\$ 7,000.00
O	DMU Burn Ins							
1	Train Crew				4	Wks	\$ 8,750.00	\$ 35,000.00
2	Qualified Mechanical Personnel				2	Wks	\$ 8,750.00	\$ 17,500.00
	Sub-Total							\$ 52,500.00
P	Staff Support							
1	Program Delivery Team				1	LS	\$ 115,000.00	\$ 115,000.00
2	Consultant Scheduling Support	2	12	85	2,040	Hr	\$ 250.00	\$ 510,000.00
3	Qualified Mechanical Personnel				5	Wks	\$ 8,000.00	\$ 40,000.00
	Sub-Total							\$ 665,000.00
Q	Station Call Boxes							
1	Call Boxes (Funding for 2 provided in Amend 3)				3	EA	\$ 15,000.00	\$ 45,000.00
	Sub-Total							\$ 45,000.00
R	WCNSS							
1	WCNSS Feature in PTC Training Simulator Software				1	LS	\$ 250,000.00	\$ 250,000.00
2	WCNSS Design Consultant for Testing & Licenses				1	LS	\$ 300,000.00	\$ 300,000.00
	Sub-Total							\$ 550,000.00
	Sub-Total (Item No. M - R)							\$ 2,128,500.00
	10% CONTINGENCY							\$ 212,850.00
	Amendment 5 Sub-total							\$ 2,341,350.00
	Amendment 5 Total							\$ 2,341,350.00
Notes: 1 The cost of SCRRA services shown is an estimate only and SBCTA will reimburse SCRRA on the basis of actual costs and expenses. 2 SBCTA shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in								

Minute Action

AGENDA ITEM: 9

Date: *October 14, 2021*

Subject:

Redlands Passenger Rail Project – Amendment No. 4 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. Approve Amendment No. 4 to Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for Construction Management Consultant Services for the Redlands Passenger Rail Project Rail Storage and Maintenance Facility, increasing the contract amount by \$206,804.38, for a new lump sum amount not-to-exceed \$2,823,213.40, and extending the termination date to April 30, 2022.

B. Approve contingency of an amount not-to-exceed \$116,196.07 for Contract No. 18-1001834 and authorize the Executive Director, or his designee, to release contingency as necessary for the Project to be funded with State Transit Assistance funds.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$206,804.38 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 96% 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 was not in compliance with CPUC General Order 26D (GO-26D) which requires a minimum 30-inch clearance between a heavy rail vehicle and an object such as a door, wall, curb, etc. WSP USA, the designer of record, developed multiple retrofit design concepts to modify the opening to allow for compliance with GO-26D. The final accepted concept design included modifying the building to have two 16-foot door openings for the future DMU and one 10-foot opening for vehicle and worker access. Implementation of this design requires the removal of affected

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

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structural elements, doors, and appurtenances. It will also require the fabrication and installation of these same elements. The design further requires coordination with the maintenance facility construction contractor, Granite Construction, and their sub-contractor, Butler, who designed the pre-engineered metal building. In addition, upon notification 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 also requires retrofit.

On July 5, 2021, the SBCTA Board approved an amendment to the Construction Management Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., (LAN) to extend the Construction Management Consultant Services (CMCS) to support the retrofit effort. At that time, the scope of the retrofit work was only conceptual, and detailed drawings to define the work were yet to be generated. An approximate completion of mid-October 2021 was projected, but based on the incomplete scope of work at that time, staff noted in the agenda item that once the final retrofit scope of work and duration were better defined, staff would return to the Board for additional funding if required. Presently, the initial draft designs for the retrofit work are complete and scheduled to be finalized by the early part of October 2021. Based on the available information at this time, we estimate substantial completion of this work to be completed by January 2022, followed by three months of project close-out. Consequently, staff is returning for additional funding to extend the CMCS through April 2022 to complete the retrofit work and project close-out. Per Policy 11000, V.C.3.a, staff recommends approval of Amendment No. 4 to Contract No. 18-1001834 with LAN since they are already providing construction management services and approving the amendment will provide continuity with the contractor and other project team members to successfully complete the project. Under Recommendation B, staff recommends adding contingency funds to the contract estimated at about 5% of total contract amount to account for unforeseen increase in the level of effort during the retrofit work and project close-out phase.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Transit Committee
Date: October 14, 2021

Witnessed By:

Contract Summary Sheet

9.a

General Contract Information

Contract No: 18-1001834 Amendment No.: 4
 Contract Class: Payable Department: Transit
 Vendor 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	\$	48,795.1
Prior Amendments	\$	1,615,541.70	Prior Amendments	\$	-
Prior Contingency Released	\$	24,964.60	Prior Contingency Released (-)	\$	(48,795.1
Current Amendment	\$	206,804.38	Current Amendment	\$	116,000.0
Total/Revised Contract Value	\$	2,823,213.40	Total Contingency Value	\$	116,196.0
	Total Dollar Authority (Contract Value and Contingency)			\$	2,939,409.4

Contract Authorization

Board of Directors Date: 11/3/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts _____ Sole Source? No Board Approved Budget Adjustment _____

State _____ Construction Management _____ N/A

Accounts Payable

Estimated Start Date: 5/10/2018 Expiration Date: 12/31/2021 Revised Expiration Date: 4/30/2022

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: 1050	30	0315	0324	52001	42218001		STA	2,823,213.40		116,196.07
GL: 1								2,823,213.40		116,196.07
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-
GL: 1								-		-

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS_18-1001834-4 [Revision 5] (8039 : Redlands Passenger Rail Project - Amendment No. 4 to CMCS Contract No. 18-1001834)

AMENDMENT NO. 4 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. 4 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 to end on December 31, 2020; and
- E. On October 13, 2020, SBCTA and CONSULTANT executed Amendment No. 2 to extend the period of performance to end on December 31, 2021 and increased the not-to-exceed amount by \$900,000.00; and
- F. On July 20, 2021, SBCTA and CONSULTANT executed Amendment No. 3 to increase the not-to-exceed amount by \$715,541.70; and
- G. SBCTA and CONSULTANT desire to amend the aforesaid contract to increase the contract amount by \$208,487.36, and extend the period of performance through April 30, 2022.

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

1. Article 2 "CONTRACT TERM," is deleted and replaced in its entirety to read as follows:

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through April 30, 2022, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense

obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

- 2.2 SBCTA at its sole discretion may extend the term of the Contract for one, one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed April 20, 2023.

2. Add Article 3.13 through 3.15 "COMPENSATION" to read as follows:

- 3.13 In addition to the Lump Sum Compensation stated in Article 3.8 and 3.12, for extending CMC services, additional compensation is available to the CONSULTANT per the terms of Articles 3.14 through 3.15 for an additional extension of services.
- 3.14 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, and 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, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.15 below.
- 3.15 The Contract Not-To-Exceed Amount is increased, as shown in Attachment "D" of this contract, by Two Hundred Six Thousand Eight Hundred Four Dollars and Thirty-Eight Cents (\$206,804.38) for a total Not-To Exceed Amount of Two Million Eight Hundred Twenty-Three Thousand, Two Hundred Fourteen Dollars and Fourteen Cents (\$2,823,213.40). All Work provided under this Amendment No. 4 is to be performed as set forth in ATTACHMENT "A" "Scope of Work", and shall be reimbursed pursuant to ATTACHMENT "D" "Fee Schedule" on a monthly lump sum basis. SBCTA will not reimburse CONSULTANT for any expenses not shown in ATTACHMENT "D" or agreed to and approved by SBCTA as required under this Contract.
3. Exhibit "D" is attached to and incorporated into Amendment No. 4 by this reference.
4. Except as amended by this Amendment No. 4, all other provisions of the Contract, as amended, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 4 is effective upon execution by SBCTA.

-----SIGNATURES 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: _____
Curt Hagman
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment D - Amendment No. 4 Fee Schedule

Construction Management Consultant Services RPRP Rail Storage & Maintenance Facility San Bernardino County Transportation Authority

Fee Schedule to Extend CMCS												
Grid Line 1 Door Retrofit			Estimated Substantial Completion 1/31/22									
Mezzanine Retrofit		Estimated Completion 12/14/21										
						Close-Out/Commissioning Already Funded						
	2021		2022									
Task/Role	Dec	Jan	Feb	Mar	Apr	TOTAL HOURS	Hourly Rate	OH	Rate +OH	Fee	Billable Rate	TOTAL COST
Construction Management and Inspection												
Construction Manager	156	116	0	0	0	272	\$ 112.00	185.43%	\$ 319.68	8.0%	\$ 345.26	\$ 93,909.67
Lead Inspector/Structural Lead	156	80	0	0	0	236	\$ 71.45	147.00%	\$ 176.48	8.0%	\$ 190.60	\$ 44,981.60
Office Engineer	156	136	0	0	0	292	\$ 51.70	185.43%	\$ 147.57	8.0%	\$ 159.37	\$ 46,536.83
Assistant OE	40	40	0	0	0	80	\$ 32.68	185.43%	\$ 93.28	8.0%	\$ 100.74	\$ 8,059.26
Scheduler	27	27	0	0	0	54	\$ 80.00	185.43%	\$ 228.34	8.0%	\$ 246.61	\$ 13,317.02
Total Hours	535	399	0	0	0	934						\$ 206,804.38
Material Testing												
Special Inspections (Welding/Bolts)	Funded in Amendment No. 2					0	\$ 57.22	132.22%	\$ 132.88	8.0%	\$ 143.51	\$ -
						0	\$ 57.22	132.22%	\$ 132.88	8.0%	\$ 143.51	\$ -
Phase 3 - Post Construction												
Construction Manager	0	0	80	80	40	Already Funded						
Office Engineer Amend 2	0	0	20	20	20							
Commissioning MEP	0	40	40	40	10							
Extend Construction Sub-Total											\$ 206,804.38	
TOTAL											\$ 206,804.38	

Assumptions

1. Based on the latest DRAFT schedule from Granite and working with Granite to expedite the schedule we have based or request for extension on the estimate completion of February 10, 2022 for the door retrofit.
2. Close out and commissioning is already funded and it is our expectation that the commissioning will take place as scheduled while the door and mezzanine are completed time for Tim Schmidt and Mark Vargas in the month of January for Construction has been reduced to split between the construction tasks and the close-out and commissioning tasks.
3. The required special inspections for welding and bolts was included in Amendment # 2 and those funds will be utilized to provide those required inspections.

ADDITIONAL INFORMATION

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	X		X	X			
Frank Navarro City of Colton		X	X	X	X	X		X	X			
Aquanetta Warren City of Fontana		X	X	X		X		X				
Larry McCallon City of Highland		X	X	X	X	X		X	X			
John Dutrey City of Montclair		X	X	X	X	X		X	X			
Alan Wapner City of Ontario		X	X	X	X	X		X	X			
L. Dennis Michael City of Rancho Cucamonga		X	X	X	X	X						
Deborah Robertson City of Rialto		X	X			X		X	X			
John Valdivia City of San Bernardino			X	X	X	X		X	X			
David Avila City of Yucaipa		X	X	X		X		X	X			
Rick Denison Town of Yucca Valley		X	X	X		X		X	X			
Dawn Rowe Board of Supervisors		X	X	X	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