

AGENDA
Mountain/Desert Policy Committee

August 12, 2022

9:30 AM

Location

Mojave Desert Air Quality Management District
Mojave Desert Air Quality Management District
14306 Park Avenue, Victorville, CA 92392

Mountain/Desert Policy Committee Membership

Chair

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Rick Herrick, Mayor
City of Big Bear Lake

Debra Jones, Mayor
City of Victorville

Vice Chair

Paul Cook, Supervisor
County of San Bernardino

Rebekah Swanson, Council Member
City of Hesperia

Rick Denison, Mayor Pro Tem
Town of Yucca Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Edward Paget, Vice Mayor
City of Needles

Dawn Rowe, Supervisor
County of San Bernardino

Paul Courtney, Mayor
City of Barstow

Joel Klink, Council Member
City of Twentynine Palms

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

AGENDA

Mountain/Desert Policy Committee Meeting

**August 12, 2022
9:30 AM**

Location

SBCTA Office

**Mojave Desert Air Quality Management District
14306 Park Avenue, Victorville, CA 92392**

Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

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 <i>“Meeting Procedures”</i> and agenda explanations are attached to the end of this agenda.

CALL TO ORDER

(Meeting Chaired by Art Bishop)

- 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 for review by Board and Committee members.

DISCUSSION ITEMS

Discussion - Project Delivery

2. US 395 Phase 2 Widening Project Update

Pg 11

Receive an update on the US 395 Phase 2 Widening Project.

Presenter: Sal Chavez

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

3. San Bernardino Valley Coordinated Traffic Signal System - Award Contract No. 22-1002761 for On-Call Consultant Support and Development of Smart County Master Plan

Pg. 14

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$500,000 of Measure I Valley Traffic Management System (TMS) Program funds to partially fund the development of a Smart County Master Plan.

B. Award Contract No. 22-1002761 to Iteris, Inc., for the San Bernardino Valley Coordinated Traffic Signal System On-Call Consultant Support and Development of a Smart County Master Plan, in an amount not-to-exceed \$2,500,000, for a term to expire on June 30, 2027, to be funded with \$1,500,000 in Measure I Valley TMS Program funds and \$1,000,000 in an anticipated contribution from the County of San Bernardino.

C. Approve contingency for Contract No. 22-1002761, in the amount of \$250,000, to be released in accordance with Policy No. 11000, VIII.B.6.

Presenter: Timothy Byrne

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. As requested by the Committee, Notice to Proceed 3, which would be for a reduced scope for the development of a Smart County Master Plan if a San Bernardino County funding commitment is not secured, will not be released until reviewed and approved by the Board at a future meeting. This language was added to the background of this item. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contract.

Discussion - Regional/Subregional Planning

4. Regional Early Action Planning 2.0 Grant Applications

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That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize the San Bernardino County Transportation Authority / San Bernardino Council of Governments (SBCTA/SBCOG) staff to submit the following applications to the Southern California Association of Governments (SCAG) for the Regional Early Action Planning (REAP) 2.0 grants:

1. Senate Bill 743 Vehicle Miles Traveled Mitigation Crediting Program under the County Transportation Commission (CTC) Partnership Program.
2. First/Last Mile transit service enhancements at selected Metrolink stations under the CTC Partnership Program.

(Item No. 4 Cont.)

3. San Bernardino County Housing Trust Program under the Housing Supportive Infrastructure Program.
4. Tunnel to Ontario International Airport / West Valley Connector / Cucamonga Station Land Use Strategy under the CTC Partnership Program.
5. Other Supplemental Planning Work Left from REAP 1.0 under the Sub-regional Partnership Program 2.0.

B. Authorize the Executive Director, or his designee, to approve the scope of work and sign the applications that would eventually become part of the regional application being submitted by SCAG to the California Department of Housing and Community Development by the end of December 2022.

C. Authorize the Executive Director, or his designee, to negotiate and execute future Restricted REAP 2.0 Grant Agreements between SBCTA/SBCOG and SCAG to receive reimbursement grant funding, subject to approval as to form by General Counsel.

Presenter: Josh Lee

This item is scheduled for review by the Board of Directors Metro Valley Study Session on August 11, 2022 and was reviewed by the Planning and Development Technical Forum on July 27, 2022, the Transportation Technical Advisory Committee on August 1, 2022 and the City/County Managers Technical Advisory Committee on August 4, 2022.

5. State Route 18 Corridor Study - US 395 to Los Angeles County

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Receive information on the State Route 18 Corridor Study from US 395 to Los Angeles County.

Presenter: Ginger Koblasz

This item is not scheduled for review by any other policy committee. An overview of the study was provided to the Transportation Technical Advisory Committee (TTAC), which includes local jurisdiction representatives from the Victor Valley, at the August 1, 2022 meeting.

Discussion - Transportation Programming and Fund Administration

6. Funding Agreement with San Bernardino County for Needles Highway Segment 1C Project

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That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$8,500,000 in Federal Surface Transportation Program funds to San Bernardino County for the Needles Highway Segment 1C Project.

B. Approve Project Funding Agreement No. 22-1002811 with San Bernardino County for the Right-of-Way and Construction Phases of the Needles Highway Segment 1C Project.

Presenter: Andrea Zureick

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The next Mountain/Desert Policy Committee meeting is scheduled for September 16, 2022.

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: August 12, 2022

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
3	22-1002761	Iteris, Inc. <i>Joe Bergera</i>	HTNB
6	22-1002811	San Bernardino County	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: August 12, 2022

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: August 12, 2022

Subject:

US 395 Phase 2 Widening Project Update

Recommendation:

Receive an update on the US 395 Phase 2 Widening Project.

Background:

US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties, and an important agricultural route to and from the Central Valley. The first segment (US 395 Phase 1 Widening) between State Route (SR) 18 and Chamberlaine Way was completed and opened for beneficial use in 2020. This “gap closure”, (US 395 Phase 2 Widening Project) between Interstate 15 (I-15) and SR 18 is the second of the three-phase project. Phase 3 between Chamberlaine Way and Desert Flower Road will be undertaken in the future as funding becomes available.

During development of the 2021 Update to the 10-Year Delivery Plan, the Victor Valley Subarea determined the US 395 Phase 2 Widening Project (Project) to be the #1 regional priority. San Bernardino County Transportation Authority (SBCTA) staff developed a funding plan that fully funds the Project through the design and right-of-way phases so that the project can be a viable candidate for potential future State and/or Federal grant funding. A set-aside for construction has been established to provide a match for the future grant. If grant funding is not achieved, staff will re-evaluate the ability to access additional State or Federal funds that are due to the Victor Valley subarea as part of its equitable share of funding from SBCTA as efforts are being made to limit the use of Measure I funding on the project and reserve those for smaller, non-federalized projects.

The Project will widen US 395 from two (2) lanes to four (4) lanes, with a continuous median, between 0.4 miles north of I-15 and SR 18 (Palmdale Road), a distance of approximately seven (7) miles. It will be a collaborative effort by SBCTA and the California Department of Transportation (Caltrans) to close a critical gap in US 395 in the Victor Valley. SBCTA will be leading the design and right-of-way efforts with Caltrans providing oversight services at no cost to SBCTA. A design firm has been selected and a contract was awarded at the July 6, 2022 Board of Directors meeting.

Design services have begun and it is anticipated that the design work will take about one and one half (1 ½) years to complete, resulting in a final design package to advertise for construction in summer of 2024. It is anticipated that SBCTA will also be the lead agency for construction. Key features of the project include:

- Modification of eight (8) traffic signals.
- Traffic Signal Interconnection from Three Flowers Road to Palmdale Road.
- Widening the bridge structure at the California Aqueduct.
- Installation of Broadband Facility within the project limits.

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

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Finally, staff will proceed with securing the necessary right-of-way for the Project. The Project may impact up to 102 parcels for right-of-way acquisition.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

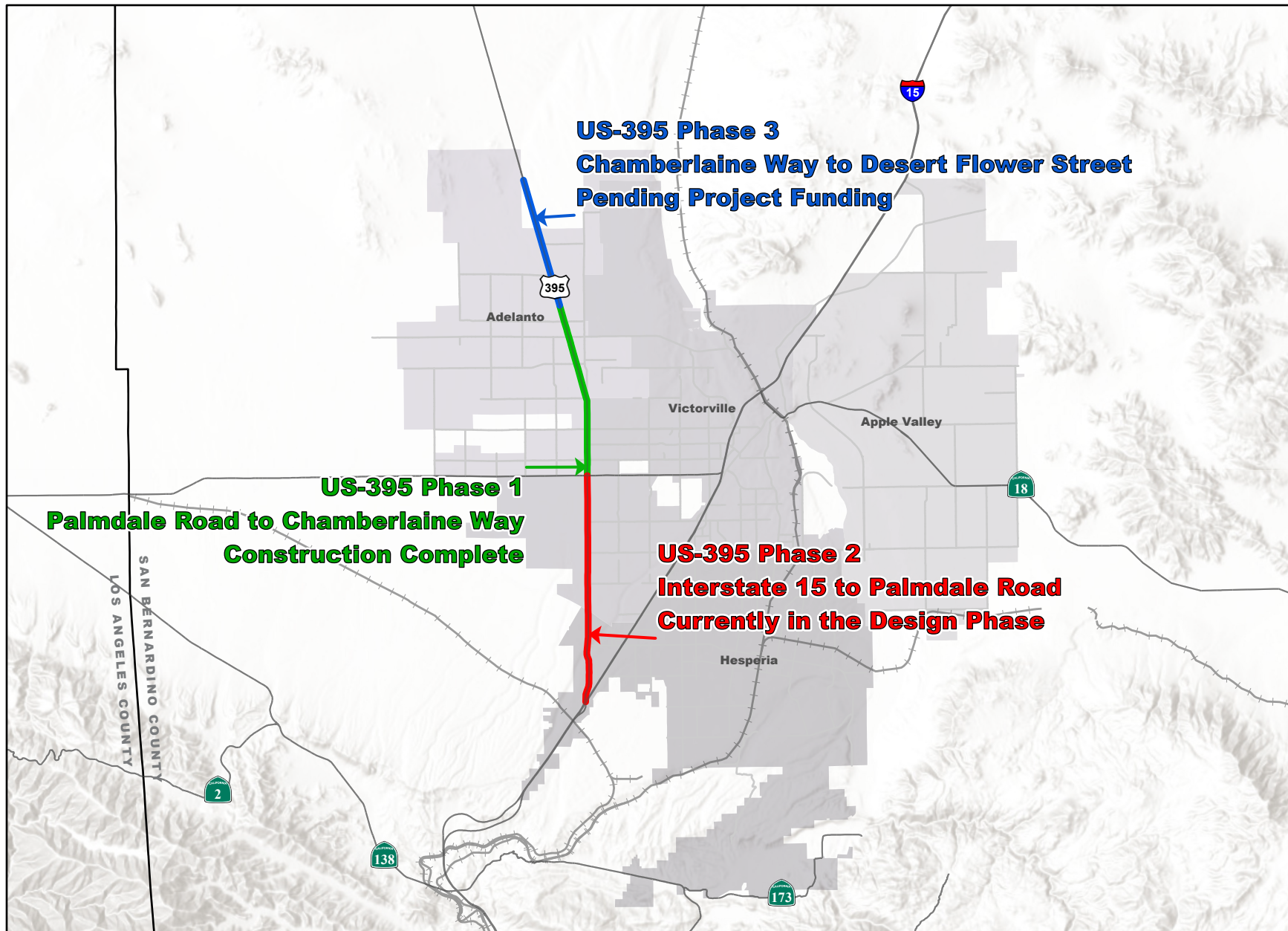
Sal Chavez, Project Delivery Manager

Approved
Mountain-Desert Committee
Date: August 12, 2022

Witnessed By:

San Bernardino County Transportation Authority

US-395 Improvement Phases



Minute Action

AGENDA ITEM: 3

Date: August 12, 2022

Subject:

San Bernardino Valley Coordinated Traffic Signal System - Award Contract No. 22-1002761 for On-Call Consultant Support and Development of Smart County Master Plan

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

- A. Allocate \$500,000 of Measure I Valley Traffic Management System (TMS) Program funds to partially fund the development of a Smart County Master Plan.
- B. Award Contract No. 22-1002761 to Iteris, Inc., for the San Bernardino Valley Coordinated Traffic Signal System On-Call Consultant Support and Development of a Smart County Master Plan, in an amount not-to-exceed \$2,500,000, for a term to expire on June 30, 2027, to be funded with \$1,500,000 in Measure I Valley TMS Program funds and \$1,000,000 in an anticipated contribution from the County of San Bernardino.
- C. Approve contingency for Contract No. 22-1002761, in the amount of \$250,000, to be released in accordance with Policy No. 11000, VIII.B.6.

Background:

Request for Proposals (RFP) No. 22-1002761 was released on March 2, 2022 to solicit consultant support services for two (2) primary activities:

- 1. Five (5) years of San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) support, and
- 2. Development of a Smart County Master Plan

San Bernardino Valley Coordinated Traffic Signal System Support

Starting in 2002, with the SBVCTSS Master Plan, San Bernardino County Transportation Authority (SBCTA), in conjunction with the Valley cities and the County of San Bernardino (local agencies), implemented signal coordination on major arterial corridors on a valley-wide scale with an investment of over \$15 million. Implementation of signal coordination occurred in various phases designated as Tiers 1, 2, 3 and 4, and included approximately 1,250 signalized intersections controlled by 16 separate local agencies and the California Department of Transportation (Caltrans). At system turn-on, the Tier 1-2 Project, completed in 2008, and the Tier 3-4 Project, completed in 2012, showed significant improvements in arterial travel times and reductions in vehicle stops and delays.

In July 2011, the SBCTA Board of Directors (Board) approved Memorandum of Understanding (MOU) No. C11223 between SBCTA and the local agencies, providing direction for the operation and maintenance of the SBVCTSS. After implementation by SBCTA, local agencies were responsible for the continued maintenance of the SBVCTSS as noted in the MOU, which expired on September 30, 2016.

Entity: San Bernardino County Transportation Authority

In January 2015, an assessment of the SBVCTSS was completed and found that many of the systems were not being fully maintained. The assessment yielded results varying from 21% to 87% of the traffic signals within each jurisdiction on-line and communicating with the respective central systems, and operating as anticipated. Overall, 44% of the SBVCTSS signals were performing as anticipated. Maintenance issues included communication breaks due to failed modems, disconnected telephone lines, damaged signal interconnect conduit/cables, failed system controllers replaced with non-compatible signal controllers, weak radio signals and wireless systems that required additional configuration and integration. Many local agencies did not have the technical resources to maintain the SBVCTSS.

Due to the reduction in system benefits caused by maintenance issues, in April 2015, during Transportation Technical Advisory Committee (TTAC) and City/County Manager's Technical Advisory Committee (CCMTAC) meetings and discussions, a survey was presented to the local agencies providing ongoing maintenance and operations options. The goal was to develop a strategy that could be further developed into guidelines and be recommended for adoption by the Board. Based on these discussions, a five-year plan was developed for maintaining the system so as to continue to provide benefits to the traveling public. In September 2015, this plan was presented and adopted by the Board, and staff were directed to proceed with the implementation of the five-year plan. The components of the plan included updating coordinated timings, on-going maintenance of signal coordination equipment and timing, and assessment of systems and on-call system support services.

After the September 2015 meeting, staff determined it would be beneficial to divide the SBVCTSS program into sub-regions and develop Master Plans for each that would produce signal timing parameters specific to each sub-region, while also providing uniformity across the entire system. This aspect of work was discussed and approved by an Ad Hoc Committee comprised of TTAC members.

To implement the recommended Master Plan, SBCTA entered into Cooperative Agreements with 15 of the 16 San Bernardino Valley jurisdictions, with the City of Redlands opting out of the program. In addition, in January 2017, the Board approved Contract No. 16-1001515 with Iteris, Inc. (Iteris) for preparation of updated Coordination Timing Plans (CTP), providing semi-annual assessments and providing On-Call System Support services on the SBVCTSS for a total not-to-exceed amount of \$3,462,421.72, including contingency.

Iteris performed six (6) semi-annual assessments demonstrating that only 40-50% of the signals were online and running CTP. The primary reasons that intersections in the system were not online and running CTP included communication device failures, such as failed modems, disconnected phone lines, damaged interconnect, weak radio signals, incorrect equipment configurations or lack of maintenance due to availability of staff resources or lack of technical knowledge. When these results were presented to the Metro Valley Study Session (MVSS) in June 2019, the study session directed staff to re-evaluate the Signal Synchronization Program (SSP) and present options to MVSS for continued direction of the program.

While various options exist for the SSP, the key is to ensure a consistent funding source exists for program implementation. The benefits to a regional system are well documented, and when initially implemented, the benefits of the tiered implementation were readily apparent and well

documented in the final implementation reports. In order to ensure optimal efficiency of the existing and future system, maintenance is critical, particularly if state-of-the-practice technology and equipment has not been deployed during implementation. Reliance upon cities to maintain the system within their jurisdiction has been met with mixed results due to staff resource availability and lack of technical knowledge. Therefore, a future SSP must consider maintenance to develop a strategy to ensure the system is maintained properly.

In July 2021, the Board approved continued support of the SBVCTSS for up to \$250,000 annually for five (5) years, for a total not-to-exceed amount of \$1.25 million in Measure I Valley Traffic Management System (TMS) funds to assist local jurisdictions in maintaining the existing benefits that the current system provides.

Smart County Master Plan

The Emerging Technology Ad Hoc Committee, consisting of appointed SBCTA Board members, is interested in the deployment of what are traditionally known as “Smart City” technologies, but in this case being thought about at a countywide scale, to provide benefits, consistency, and potential economies of scale across all San Bernardino County jurisdictions. This will include the 24 cities and the County of San Bernardino.

An initial step in the deployment of technology to facilitate smart county initiatives is the development of a Smart County Master Plan. The Master Plan would define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, as well as identify the planning, development and implementation tasks necessary for a Smart County strategy. The Master Plan will be used as a roadmap for implementation in a phased approach as funding becomes available to support the Smart County initiative. It would also establish the framework for securing discretionary funding from State and Federal programs to support implementation. Two primary deliverables are envisioned in the development of the Master Plan:

- Smart County Early Action Plan
- Smart County Master Plan

Participation in development of the Master Plan and any subsequent initiatives would be voluntary, but should be of substantial interest and value to local jurisdictions going forward.

The cost of development of the Smart County Master Plan is \$1.25 million. Staff is anticipating \$1 million in funding for this Project from San Bernardino County and recommends allocation of \$500,000 in Measure I Valley TMS funds for the balance of the estimated cost and the recommended contingency. The Notice to Proceed for this task (Notice to Proceed 2) will not be issued to the consultant until the funding from San Bernardino County has been secured or an alternate source of funds identified. As requested by the Metro Valley Study Session at its June 9, 2022 meeting, Notice to Proceed 3, which would be for a reduced scope if a San Bernardino County funding commitment is not secured, will not be released until reviewed and approved by the Committees and Board of Directors.

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Conclusion: RFP No. 22-1002761 was released on March 2, 2022, and was sent electronically to approximately 1,338 consultants registered on PlanetBids. The solicitation was downloaded by 53 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services. A pre-proposal meeting was held on March 16, 2022, and was attended by eight (8) firms. Addendum No. 1 was issued on March 22, 2022, responding to questions, providing attendees list, and a PowerPoint presentation presented at the pre-proposal meeting.

Three (3) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional and found all firms responsive. The Evaluation Committee considered all three (3) proposals qualified to perform the work specified in the RFP. The highest-ranked firm, Iteris, Inc., was selected by the Evaluation Committee for the following reasons: the firm was able to clearly demonstrate a thorough understanding of the scope of work, proposed an overall solid team with high qualifications, and a good work plan.

As a result of the Evaluation Committee's scoring, staff recommends that Contract No. 22-1002671 be awarded to Iteris, Inc., for a not-to-exceed amount of \$2.5 million, which includes \$1.25 million for continued support of the SBVCTSS and \$1.25 million for the Smart County Master Plan.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0701 Valley Signal Coordination.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. As requested by the Committee, Notice to Proceed 3, which would be for a reduced scope for the development of a Smart County Master Plan if a San Bernardino County funding commitment is not secured, will not be released until reviewed and approved by the Board at a future meeting. This language was added to the background of this item. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

Approved
Mountain-Desert Committee
Date: August 12, 2022

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

3.a

General Contract Information

Contract No: 22-1002761 Amendment No.: 0Contract Class: Payable Department: Project DeliveryVendor No.: 01105 Vendor Name: Iteris, Inc.Description: SBVCTSS - On-Call Consultant Support and Development of Smart County Master Plan

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	2,500,000.00	Original Contingency		\$	250,000.0
Prior Amendments				Prior Amendments		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	2,500,000.00	Total Contingency Value		\$	250,000.0
	Total Dollar Authority (Contract Value and Contingency)					\$	2,750,000.0

Contract Authorization

Board of Directors Date: 9/7/2022 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

Local _____ Design _____

Accounts Payable

Estimated Start Date: 9/7/2022 Expiration Date: 6/30/2027 Revised Expiration Date: _____NHS: No QMP/QAP: No Prevailing Wage: No

Total Contract Funding: _____ Total Contingency: _____

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL	4180	40	0860	0701	52001	41100000	620	MSI-TMS	2,500,000.00	250,000.00	
GL	6010	40	0860	0701	52001	42340006	620	County (pending)	1,500,000.00	250,000.00	
GL									1,000,000.00		
GL									-	-	
GL									-	-	
GL									-	-	
GL									-	-	
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Heng Chow

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 2761 pdf (8758 : SBVCTSS - Award Contract No. 22-1002761)

CONTRACT No. 22-1002761**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ITERIS, INC.****FOR****SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM (SBVCTSS)
SUPPORT AND DEVELOPMENT OF A SMART COUNTY MASTER PLAN**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Iteris, Inc. ("CONSULTANT"), whose address is: 1700 Carnegie Avenue, Suite 100 Santa Ana, California 92705. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

Attachment: 22-1002761 (8758 : SBVCTSS - Award Contract No. 22-1002761)

ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled “Scope of Work”, and the CONSULTANT’s Approved Cost Proposal dated May 12, 2022 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 Intentionally Omitted.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Heng Chow, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

Parties understand that the Work contemplated in Task II is conditioned upon certain funding contribution. CONSULTANT expressly understands that no Work shall be performed in Task II and CONSULTANT shall not be entitled to any payment for Task II unless and until SBCTA notifies CONSULTANT in writing of receipt of funding contribution and issues a written Notice to Proceed 2 (NTP2) for Task II. If funding contribution is not received, SBCTA may, but is not obligated to, issue an Alternate Notice to Proceed 2 (Alt NTP2) for rescoping activities as defined in the Scope of Work.

SBCTA may, but is not obligated to, issue a Notice to Proceed 3 (NTP3) upon the completion of Work authorized by Alt NTP2. The parties agree to negotiate in good faith in effort to reach an agreement on a revised Scope of Work, schedule and cost.

ARTICLE 3. CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below. CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on June 30, 2027.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed \$2,500,000.00 unless authorized by a contract amendment.
- 5.2 CONSULTANT shall be paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the Work. Such rates of pay include the CONSULTANT's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 2023, and shall be applied each July 1st for the term of the Contract.

- 5.3 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.

- 5.4 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- 5.5 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit B. Any travel expenses must be preapproved in writing by SBCTA and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 5.6 When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Project Manager before exceeding such cost estimate.
- 5.7 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- 5.8 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA's Awarding Body, and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 5.9 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of an itemized invoice. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SBCTA and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SBCTA that include any equipment purchased under this Contract must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SBCTA and shall reference this Contract number and Project title. Invoices should be e-mailed to SBCTA at the following address:
- ap@gosbcta.com
- For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>
- 5.10 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.11 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE 6. TERMINATION

6.1 Termination for Convenience – SBCTA’s Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA’s instructions.

6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

6.2 Termination for Cause

6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

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

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

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

ARTICLE 7. FUNDING REQUIREMENTS

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

ARTICLE 8. CHANGE IN TERMS

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

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

INTENTIONALLY OMITTED

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.
- 10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to SBCTA.

10.4 All subcontracts in excess of \$25,000 shall contain the above provision.

ARTICLE 11. CONTINGENT FEE

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

ARTICLE 12. RETENTION OF RECORDS/AUDIT

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

12.2 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 13. DISPUTES

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

13.2 Not later than 30 days after completion of all Work under the Contract, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

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

ARTICLE 15. SUBCONTRACTING

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

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable

property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."

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

ARTICLE 17. INSPECTION OF WORK

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

ARTICLE 18. SAFETY

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

ARTICLE 19. INSURANCE

- 19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

19.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim

- An annual aggregate limit of not less than \$1,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$1,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$1,000,000 per occurrence limit for property damage or bodily injury

- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$1,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

19.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

19.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an

umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.1.6 Pollution Liability - Intentionally Omitted

19.1.7 Cyber Liability - Technology Errors and Omissions Insurance - appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property.

19.1.8 Railroad Protective Liability – Intentionally Omitted

19.2 General Provisions

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

19.2.2 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

19.2.3 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County

Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

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

19.2.5 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT’s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT’s deductible or SIR.

19.2.6 CONSULTANT’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed,

with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

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

- 19.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.11 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-contractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 19.2.12 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
- 19.2.13 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 19.2.14 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by

CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

19.2.15 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19.2.16 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

ARTICLE 20. INDEMNITY

20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.

20.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, and its officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 21. OWNERSHIP OF DATA

21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.

21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.

- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA's CONSTRUCTION CONTRACTOR

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

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social

media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.

- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 23.8 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

- 26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 27.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 27.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 27.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives

- 27.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE 28. TECHNICAL DIRECTION

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

- 28.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

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

Name	Job Classification/Function
Bernard Li	Project Manager
Gabriel Murillo	Principal in Charge
Tom Petrosino	Task II-Stakeholder Coordination
Braulio Ramirez	Task I- Design/Procure/Implement/Manager
Jason Xu	Task I-Signal Timing & Coordination
Omid Modaghegh	Task I-Communication & Optional Task 1
Katherine Zehnder	Smart County Master Plan Lead
Rich Shinn	Technology Lead
Alex Kavanaugh	Architecture Lead
Monica Castellanos	Operations Lead
Ayra Rohani	Smart County Master Plan Senior Advisor

ARTICLE 30. REPRESENTATIONS

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

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

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

ARTICLE 33. STATEMENT OF COMPLIANCE

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

ARTICLE 34. STATE PREVAILING WAGE RATES

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

ARTICLE 35. CONFLICT OF INTEREST

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

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

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

To CONSULTANT	To SBCTA
1700 Carnegie Avenue, Suite 100	1170 W. 3rd Street, 2nd Floor
Santa Ana, CA 92705	San Bernardino, CA 92410-1715
Attn: Steven Bradley	Attn: Heng Chow
	cc: Procurement Manager
Phone: (949) 270-9647	Phone: (909) 884-8276

ARTICLE 38. STOP WORK ORDER

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

ARTICLE 39. CLAIMS

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

ARTICLE 40. ERRORS AND OMISSIONS

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

ARTICLE 41. WARRANTY

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

remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 42. INDEPENDENT CONTRACTOR

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

ARTICLE 43. ATTORNEY'S FEES

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

ARTICLE 44. GOVERNING LAW AND VENUE

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

ARTICLE 45. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 46. PRECEDENCE

- 46.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Approved Cost Proposal", SBCTA's Request For Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 46.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 46.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA

in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 47. GRATUITIES

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

ARTICLE 48. REVIEW AND ACCEPTANCE

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

ARTICLE 49. DRUG FREE WORKPLACE

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

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 52. ENTIRE DOCUMENT

- 52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 52.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

52.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 53. CONTRACT

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

ARTICLE 54. EFFECTIVE DATE

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

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

Attachment: 22-1002761 (8758 : SBVCTSS - Award Contract No. 22-1002761)

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

**ITERIS, INC. A DELAWARE
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Joe Bergera
Chief Executive Officer

Date: _____

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Douglas Groves
Chief Financial officer

Date: _____

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 22-1002761 (8758 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT A – “SCOPE OF WORK”

SCOPE OF SERVICES

San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) Support and Development of a Smart County Master Plan

The San Bernardino County Transportation Authority (“SBCTA”) is seeking consultant professional services (“CONSULTANT”) to monitor and maintain the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) corridors and to develop a Smart County Master Plan for all of San Bernardino County. The Scope for the SBVCTSS support is addressed in Task I, and is focused on jurisdictions in the San Bernardino Valley. The Scope for the Smart County Master Plan is addressed in Task II, and is focused on San Bernardino County and all 24 cities within the county.

It is anticipated that a Notice to Proceed 1 (NTP1) will be issued after contract execution for Task I, On-call System Support. Notice to Proceed 2 (NTP2) for Task II would be anticipated after approval of a funding contribution by San Bernardino County. In the event a funding contribution from San Bernardino County is not secured, SBCTA may issue an Alternative Notice to Proceed 2 (Alt NTP2) for rescoping activities of Task II, which may exclude non-transportation related technology.

SBCTA may issue a Notice to Proceed 3 (NTP3) based upon the studies and rescoping results from Alt NTP2, subject to agreement on a revised Scope of Work, schedule and cost. SBCTA reserves the right to not issue Alt NTP2 or NTP3.

Task I On-call System Support

The SBVCTSS was implemented using a tiered approach with Tiers 1 and 2 completed in 2008 and Tiers 3 and 4 completed in 2012. There are 78 arterial corridors in the SBVCTSS with over 1,250 signalized intersections controlled by sixteen (16) local agencies (Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino City, San Bernardino County, Upland and Yucaipa) and Caltrans.

Given the variety of central signal systems, signal controllers and communication systems utilized within the SBVCTSS, CONSULTANT must be familiar with various traffic signal management operating systems as well as traffic controller types, interface modems from wireless to hardwire, telephone drops, fiber optic, interconnect components, communication speed differences for different interconnect types and different controller types and how to actuate coordination for differing local controller programs and software versions.

CONSULTANT shall meet with the participating agency to fully understand the reported issue. CONSULTANT shall perform observations and collect field data in sufficient quantity to identify existing deficiencies, existing system capabilities and operations. Using data collected, and with input from the participating agencies, CONSULTANT shall determine causes and steps necessary for resolution, including cost to resolve the reported issue.

CONSULTANT shall provide technical assistance to local agency staff on a case-by-case basis to address major signal coordination and related communication issues at the request of local agency and upon approval of SBCTA. CONSULTANT shall meet with the participating agency to fully understand the reported issue. CONSULTANT shall perform observations and collect field data in sufficient quantity to identify existing deficiencies, existing system capabilities and operations. Using

data collected, and with input from the participating agencies, CONSULTANT shall determine causes and steps necessary for resolution, including cost to resolve the reported issue. In addition, CONSULTANT shall serve as an advisor to SBCTA on traffic signal coordination issues and provide documents that can assist local agency staff in communicating to the public the benefit of traffic signal coordination.

On-call SBVCTSS support may include the following tasks:

- Train participating agency staff in the operation of the signal communication hardware to ensure that all appropriate staff fully understands the basics of the software and hardware operations.
- Manage SBVCTSS corridor upgrade implementation
- Design SBVCTSS improvements/upgrades (i.e. communications, CCTV, video detection systems, software/hardware upgrades, etc.)
- Procurement of equipment to upgrade SBVCTSS
- Implement of diagnostic signal performance measure software to monitor signal systems
- Develop and evaluate of criteria for future SBVCTSS investment
- Develop coordinated signal timing plans
- Prepare guidelines for deployment of signal system upgrades
- Perform traffic data collection
- Prepare inventories of local jurisdiction signal system software and hardware components
- Analyze traffic data
- Implement coordinated signal timing plans
- Prepare before and after studies
- Support potential grant funding opportunities and applications

As needed, CONSULTANT may attend and participate in the following meetings:

- Transportation Technical Advisory Committee meetings
- Project specific meetings
- City Council or public meetings to assist the local agency staff on communicating the benefit of traffic signal coordination.

Task II Smart County Master Plan Development

The SBCTA Emerging Technology Ad-Hoc Committee, consisting of appointed SBCTA Board members, is interested in the deployment of what are traditionally known as “Smart City” technologies, but in this case being thought about at a countywide scale, to provide benefits, consistency, and potential economies of scale across all San Bernardino County jurisdictions. This will include all 24 cities and San Bernardino County, not just jurisdictions in the Valley (which are the focus of Task I).

An initial step in the deployment of technology to facilitate smart county initiatives is the development of a Smart County Master Plan. The Master Plan would define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, as well as identify the planning, development and implementation tasks necessary for a Smart County strategy. The Master Plan could be used as a roadmap for implementation in a phased approach as funding becomes available to support the Smart County

initiative. It would also establish the framework for securing discretionary funding from state and federal programs to support implementation.

It is envisioned that a first phase would be to prepare an “Early Action Plan” that would develop a basic overall county-level framework that identifies needs and establishes “levels of opportunity” based on the varying characteristics of the cities in the county. Some cities are more advanced than others, but technology opportunities exist at every level, and some opportunities transcend jurisdictional boundaries (e.g. with utilities, water districts or medical facilities). This basic framework should lead to the identification of early-action investments that position San Bernardino County to take advantage of federal and state technology programs being funded now or in the near future. The ideal timeframe for completion of the Early Action Component is six months from Notice to Proceed 2 (NTP2), so that maximum opportunity for funding is captured early on.

The second phase can then be launched to create the more detailed and complete Smart County Master Plan, with the overall framework as a foundation. The development of the overall architecture, logical stages of development, local monitoring/maintenance responsibilities, security protocols, cost estimates, procurement strategy, and other details would occur over a subsequent period estimated at 12 months.

While design and deployment of Smart County initiatives may be a function ultimately led by the San Bernardino Council of Governments (SBCOG – the Joint Powers Authority of all the cities and the County), the initial Smart County concept will likely build off of the investment by SBCTA into the SBVCTSS. For example, an early action component of a smart county initiative could be the development of a Transportation Management Center (TMC) and the backbone communication system to support a TMC. Subsequent Smart County initiatives could build off of the TMC concept as one option, but the CONSULTANT will be expected to identify other approaches that could be more efficient and cost-effective for the rollout of technology initiatives. It is expected that the CONSULTANT will be creative and forward-thinking as to the right approach for San Bernardino County, not just in terms of the technology that exists today, but technology as it could become in the future, while at the same time grounded in what is feasible and practical for agencies to afford, implement, and manage.

As a precursor to the development of the Master Plan, SBCTA is performing a survey of local jurisdictions to develop a baseline of the current application of technology throughout the county. This includes technology to manage signal systems and traffic operations, utilities, water supply networks, waste management, crime detection/investigation, public safety and enforcement, schools, libraries, hospitals, parks, and other community assets and services. CONSULTANT shall develop a Smart County Master Plan that identifies how stakeholders can achieve the plan based on the varying geographical subareas of San Bernardino County, potential timeframe for implementation and potential business models.

Based on survey results, and follow-up conversations with jurisdiction representatives, CONSULTANT will initiate development of a Master Plan that evaluates a broad spectrum of possible initiatives to consider for implementation throughout the County, recognizing the diverse geographic and socioeconomic nature of the largest county in the contiguous United States. Initiatives should be tied to specific problems the investments in technology would be trying to address and/or opportunities to deliver government services more efficiently. The Master Plan must be complementary to existing programs identified in the survey or through subsequent discussions with local jurisdictions. Funding will not be immediately available to implement all initiatives identified

by the Master Plan, and as such, the plan shall identify potential public and private funding mechanisms, appropriate business models and feasible ways to generate revenue. Equity and sustainability issues shall be addressed in the plan.

Tasks to be performed and issues to be considered in development of the Smart County Master Plan include but are not limited to the following:

- Thorough assessment of existing assets and legacy systems used throughout the County to inform how to best leverage these assets for Internet of Things solutions. Knowledge of strategies for asset optimization and navigation of complex technology architectures in connectivity of diverse systems and devices, particularly amongst various jurisdictions, is key.
- Recommendations of funding opportunities and finance models
- Key performance indicators and milestones for overall strategy as well as individual initiatives for implementation
- Strategy for tiered implementation with low hanging fruit and opportunities for rapid returns on investment identified
- Carefully crafted plan that ensures compatibility between initiatives
- Development of architecture, operating systems, protocol, platforms, communications infrastructure that can integrate a wide variety of applications and initiatives that allows flexibility for future initiatives
- Development of a security framework to ensure safe development of solutions limiting risk.
- Risk assessment of potential initiatives
- Legal implications regarding sharing, storing and accessing data across jurisdictional boundaries for the benefit of the entire county
- Policy analysis and recommendations
- Coordination with local jurisdiction traffic engineering, public works, planning, emergency services, city manager's office, information technology, etc. staff to understand existing assets, infrastructure and needs
- Evaluate technology applications summarizing pros and cons
- Perform data collection
- Develop cost estimates for initiative implementation/deployment
- Sustainability plan for Smart City operations and maintenance that takes a realistic view of staffing limitations and resources required for system monitoring.
- The potential for certain components to provide operational efficiencies and labor cost savings should be highlighted, and it is possible that these would be prioritized.

CONSULTANT shall anticipate up to 8 presentations to the Emerging Technology Ad-Hoc Committee, City-County Managers Technical Advisory Committee or other elected official bodies to present initial Smart City Master Plan concepts and a draft plan. Deliverables for Task II shall include:

- A Draft and Final Smart County Early Action Plan. CONSULTANT will allow a 30-day review of the draft report by SBCTA and county staff and the Emerging Technology Ad Hoc Committee, after which a final Early Action Plan will be prepared.
- A Draft and Final Smart County Master Plan, with a 30-day review of the draft, followed by the final report responding to comments from local jurisdictions, SBCTA and committees.

Optional Task I Perform SBVCTSS Audits

Local agencies are responsible for the on-going monitoring, maintenance and timing adjustments for traffic signal systems included as part of the SBVCTSS. In order to determine the SBVCTSS is properly maintained, CONSULTANT may perform audits of the corridors as directed by SBCTA.

CONSULTANT will conduct audit by remotely logging into the agencies' signal system (where possible) to determine if the traffic signal communication equipment between traffic signals and the local jurisdiction traffic management center and remote access to the local jurisdiction center is functional and traffic signal coordination timing plans are implemented. Preliminary audit findings shall be reviewed with the participating agencies when signals are found to be out of compliance to determine if minor corrective action can be implemented to bring signal/corridor into compliance. Audit reports shall include tabulated results by participating agency, listing by corridor signals, both compliant and non-compliant, with possible causes and recommended corrective actions to bring signals into compliance.

EXHIBIT B—“APPROVED COST PROPOSAL”

For Specific Rate of Compensation Contracts – use SBCTA Form 351-10H

EXHIBIT B

Specific Rate of Compensation (use for on call or As-Needed contracts)
 SBVCTSS Support and Development of Smart County Master Plan
 22-1002761
 Dated 05-12-2022

Contract Totals				
	Description	Hours	Cost	
	Iteris (SBVCTSS Support)			
	Labor Costs	5948	\$ 1,248,643.92	
	Other Direct Costs		\$ 1,356.08	
Sub Total		5948	\$ 1,250,000.00	
Sub Total (SBVCTSS Support)				\$ 1,250,000.00
	Iteris (Smart County Master Plan)			
	Labor Costs	1098	\$ 254,145.33	
	Other Direct Costs		\$ 579.03	
Sub total		1098	\$ 254,724.36	
	HNTB Corporation - (Smart County Master Plan)			
	Labor Costs	4166	\$ 975,309.64	
	Other Direct Costs		\$ 19,966.00	
Sub total		4166	\$ 995,275.64	
Sub Total (Smart County Master Plan)				\$ 1,250,000.00
Contract Grand Total Amount		11212	\$	2,500,000.00

Attachment: 22-1002761 Exhibit B (8758 : SBVCTSS - Award Contract No. 22-1002761)

SBVCTSS Support and Development of Smart County Master Plan

22-1002761

Dated 05-12-2022

3.e

Tasks	Iteris		HNTB		Iteris/HNTB Combined	
	Hours	Budget	Hours	Budget	Total Hours/Task	Total Budget/Task
Project Management 22/23	40	\$ 11,722.38	\$ 125	\$ 29,699.11	\$ 165.00	\$ 41,421.49
Project Management 23/24	118	\$ 41,328.54	\$ 145	\$ 36,503.06	\$ 263.00	\$ 77,831.60
Phase 1 - Early Action Plan						
Draft Existing Conditions Analysis 22/23	117	\$ 21,394.22	\$ 388	\$ 81,717.41	\$ 505.00	\$ 103,111.63
Draft Existing Conditions Analysis 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
Final Existing Conditions Analysis 22/23	65	\$ 11,051.23	\$ 210	\$ 44,578.69	\$ 275.00	\$ 55,629.92
Final Existing Conditions Analysis 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
High Level Stakeholder Outreach Plan 22/23	70	\$ 16,978.96	\$ 134	\$ 32,743.25	\$ 204.00	\$ 49,722.21
High Level Stakeholder Outreach Plan 23/24	58	\$ 13,214.72	\$ -	\$ -	\$ 58.00	\$ 13,214.72
Success Management Workshop 22/23	15	\$ 4,468.37	\$ 122	\$ 33,225.52	\$ 137.00	\$ 37,693.89
Success Management Workshop 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
SMART Grant Application Support 22/23	39	\$ 8,082.85	\$ 206	\$ 49,228.07	\$ 245.00	\$ 57,310.92
SMART Grant Application Support 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
Draft Early Action Plan 22/23	58	\$ 12,539.92	\$ 368	\$ 79,362.59	\$ 426.00	\$ 91,902.51
Draft Early Action Plan 23/24	0	\$ -	\$ -	\$ -	\$ -	\$ -
Final Early Action Plan 22/23	0	\$ -	\$ 166	\$ 33,258.21	\$ 166.00	\$ 33,258.21
Final Early Action Plan 23/24	23	\$ 6,266.63	\$ -	\$ -	\$ 23.00	\$ 6,266.63
Phase 2 - Smart County Master Plan						
Visioning Workshop 22/23	12	\$ 3,519.56	\$ 120	\$ 30,568.91	\$ 132.00	\$ 34,088.47
Visioning Workshop 23/24	26	\$ 7,060.45	\$ -	\$ -	\$ 26.00	\$ 7,060.45
Draft Smart County Master Plan 22/23	0	\$ -	\$ 354	\$ 78,109.93	\$ 354.00	\$ 78,109.93
Draft Smart County Master Plan 23/24	190	\$ 39,179.16	\$ 910	\$ 214,294.30	\$ 1,100.00	\$ 253,473.46
Final Smart County Master Plan 22/23	0	\$ -	\$ 16	\$ 1,600.06	\$ 16.00	\$ 1,600.06
Final Smart County Master Plan 23/24	188	\$ 37,205.92	\$ 470	\$ 117,920.54	\$ 658.00	\$ 155,126.46
Technology Ad-hoc Committee (and others)						
Meeting Support (up to 8) 22/23	26	\$ 6,082.95	\$ 116	\$ 29,062.70	\$ 142.00	\$ 35,145.65
Technology Ad-hoc Committee (and others)						
Meeting Support (up to 8) 23/24	53	\$ 14,049.47	\$ 316	\$ 83,437.28	\$ 369.00	\$ 97,486.75
Labor Hours (No ODCs)	1098	\$ 254,145.33	4166	\$ 975,309.64	5264	\$ 1,229,454.97
ODC		\$ 579.03		\$ 19,966.00		\$ 20,545.03
TOTAL		\$ 254,724.36		\$ 995,275.64		\$ 1,250,000

Attachment: 22-1002761 Exhibit B (8758 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT B

3.e

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant : Iteris (SBVCTSS Support) Contract No. 22-1002761 Date 5/12/2

Fringe Benefit %
(=0%if Included in OH) 0.00% + Over head % 202.63% + General Administration%
(=0%if Included in OH) 0.00% = Combined Indirect Cost Rate (ICR) % 202.63%

FEE % = 8.50%

SEMI-ANNUAL ASSESSMENT

Name/ Job Title/ Classification	Hours and Billing Rates						Total Hours	Total Cost	Effective date of hourly rate		Actual or Avg hourly rate	% or \$ increase	Hourly range- for classification only	
	Straight Hrs	Straight Rate	OT Hrs (1.5x)	OT Rate (1.5x)	OT Hrs (2x)	OT Rate (2x)			From	To				
Bernard Li- Project Manager	108	\$ 372.81	0	\$ 559.22	0	\$ 745.63	108	\$ 40,263.76	4/1/2022	3/31/2023	\$ 113.54	0.0%	\$ -	\$ -
	144	\$ 387.73	0	\$ 581.59	0	\$ 775.45	144	\$ 55,832.42	4/1/2023	3/31/2024	\$ 118.08	4.0%	\$ -	\$ -
	144	\$ 403.23	0	\$ 604.85	0	\$ 806.47	144	\$ 58,065.71	4/1/2024	3/31/2025	\$ 122.80	4.0%	\$ -	\$ -
	144	\$ 419.36	0	\$ 629.05	0	\$ 838.73	144	\$ 60,388.34	4/1/2025	3/31/2026	\$ 127.72	4.0%	\$ -	\$ -
	144	\$ 436.14	0	\$ 654.21	0	\$ 872.28	144	\$ 62,803.88	4/1/2026	3/31/2027	\$ 132.83	4.0%	\$ -	\$ -
	40	\$ 453.58	0	\$ 680.38	0	\$ 907.17	40	\$ 18,143.34	4/1/2027	3/31/2028	\$ 138.14	4.0%	\$ -	\$ -
Gabe Murillo - Principal-in-charge	72	\$ 356.92	0	\$ 535.38	0	\$ 713.84	72	\$ 25,698.26	4/1/2022	3/31/2023	\$ 108.70	0.0%	\$ -	\$ -
	96	\$ 371.20	0	\$ 556.80	0	\$ 742.39	96	\$ 35,634.92	4/1/2023	3/31/2024	\$ 113.05	4.0%	\$ -	\$ -
	96	\$ 386.05	0	\$ 579.07	0	\$ 772.09	96	\$ 37,060.32	4/1/2024	3/31/2025	\$ 117.57	4.0%	\$ -	\$ -
	96	\$ 401.49	0	\$ 602.23	0	\$ 802.97	96	\$ 38,542.73	4/1/2025	3/31/2026	\$ 122.27	4.0%	\$ -	\$ -
	96	\$ 417.55	0	\$ 626.32	0	\$ 835.09	96	\$ 40,084.44	4/1/2026	3/31/2027	\$ 127.16	4.0%	\$ -	\$ -
	24	\$ 434.25	0	\$ 651.37	0	\$ 868.50	24	\$ 10,421.96	4/1/2027	3/31/2028	\$ 132.25	4.0%	\$ -	\$ -
Principal Engineer	0	\$ 305.98	0	\$ 458.96	0	\$ 611.95	0	\$ -	4/1/2022	3/31/2023	\$ 93.19	0.0%	\$ 71.35	\$ 115.02
	0	\$ 318.22	0	\$ 477.32	0	\$ 636.43	0	\$ -	4/1/2023	3/31/2024	\$ 96.91	4.0%	\$ 74.20	\$ 119.62
	0	\$ 330.94	0	\$ 496.42	0	\$ 661.89	0	\$ -	4/1/2024	3/31/2025	\$ 100.79	4.0%	\$ 77.17	\$ 124.41
	0	\$ 344.18	0	\$ 516.27	0	\$ 688.36	0	\$ -	4/1/2025	3/31/2026	\$ 104.82	4.0%	\$ 80.26	\$ 129.38
	0	\$ 357.95	0	\$ 536.92	0	\$ 715.90	0	\$ -	4/1/2026	3/31/2027	\$ 109.01	4.0%	\$ 83.47	\$ 134.56
	0	\$ 372.27	0	\$ 558.40	0	\$ 744.53	0	\$ -	4/1/2027	3/31/2028	\$ 113.37	4.0%	\$ 86.81	\$ 139.94
Senior Engineer	108	\$ 219.08	0	\$ 328.62	0	\$ 438.15	108	\$ 23,660.37	4/1/2022	3/31/2023	\$ 66.72	0.0%	\$ 53.89	\$ 79.55
	144	\$ 227.84	0	\$ 341.76	0	\$ 455.68	144	\$ 32,809.04	4/1/2023	3/31/2024	\$ 69.39	4.0%	\$ 56.05	\$ 82.73
	144	\$ 236.95	0	\$ 355.43	0	\$ 473.91	144	\$ 34,121.41	4/1/2024	3/31/2025	\$ 72.16	4.0%	\$ 58.29	\$ 86.04
	144	\$ 246.43	0	\$ 369.65	0	\$ 492.86	144	\$ 35,486.26	4/1/2025	3/31/2026	\$ 75.05	4.0%	\$ 60.62	\$ 89.48
	144	\$ 256.29	0	\$ 384.43	0	\$ 512.58	144	\$ 36,905.71	4/1/2026	3/31/2027	\$ 78.05	4.0%	\$ 63.04	\$ 93.06
	36	\$ 266.54	0	\$ 399.81	0	\$ 533.08	36	\$ 9,595.49	4/1/2027	3/31/2028	\$ 81.18	4.0%	\$ 65.57	\$ 96.78
Engineer	162	\$ 164.54	0	\$ 246.81	0	\$ 329.08	162	\$ 26,655.15	4/1/2022	3/31/2023	\$ 50.11	0.0%	\$ 46.34	\$ 53.88
	216	\$ 171.12	0	\$ 256.68	0	\$ 342.24	216	\$ 36,961.81	4/1/2023	3/31/2024	\$ 52.11	4.0%	\$ 48.19	\$ 56.04
	216	\$ 177.96	0	\$ 266.95	0	\$ 355.93	216	\$ 38,440.28	4/1/2024	3/31/2025	\$ 54.20	4.0%	\$ 50.12	\$ 58.28
	216	\$ 185.08	0	\$ 277.62	0	\$ 370.17	216	\$ 39,977.89	4/1/2025	3/31/2026	\$ 56.37	4.0%	\$ 52.13	\$ 60.61
	216	\$ 192.49	0	\$ 288.73	0	\$ 384.97	216	\$ 41,577.01	4/1/2026	3/31/2027	\$ 58.62	4.0%	\$ 54.21	\$ 63.03
	54	\$ 200.19	0	\$ 300.28	0	\$ 400.37	54	\$ 10,810.02	4/1/2027	3/31/2028	\$ 60.97	4.0%	\$ 56.38	\$ 65.55
Associate Engineer	180	\$ 136.09	0	\$ 204.13	0	\$ 272.17	180	\$ 24,495.50	4/1/2022	3/31/2023	\$ 41.45	0.0%	\$ 36.56	\$ 46.33
	240	\$ 141.53	0	\$ 212.29	0	\$ 283.06	240	\$ 33,967.10	4/1/2023	3/31/2024	\$ 43.10	4.0%	\$ 38.02	\$ 48.18
	240	\$ 147.19	0	\$ 220.79	0	\$ 294.38	240	\$ 35,325.78	4/1/2024	3/31/2025	\$ 44.83	4.0%	\$ 39.54	\$ 50.11
	240	\$ 153.08	0	\$ 229.62	0	\$ 306.16	240	\$ 36,738.81	4/1/2025	3/31/2026	\$ 46.62	4.0%	\$ 41.13	\$ 52.11
	240	\$ 159.20	0	\$ 238.80	0	\$ 318.40	240	\$ 38,208.37	4/1/2026	3/31/2027	\$ 48.48	4.0%	\$ 42.77	\$ 54.20
	60	\$ 165.57	0	\$ 248.35	0	\$ 331.14	60	\$ 9,934.18	4/1/2027	3/31/2028	\$ 50.42	4.0%	\$ 44.48	\$ 56.37
Assistant Engineer	220	\$ 115.27	0	\$ 172.90	0	\$ 230.54	220	\$ 25,359.07	4/1/2022	3/31/2023	\$ 35.11	0.0%	\$ 33.66	\$ 36.55
	300	\$ 119.88	0	\$ 179.82	0	\$ 239.76	300	\$ 35,963.78	4/1/2023	3/31/2024	\$ 36.51	4.0%	\$ 35.01	\$ 38.01
	300	\$ 124.67	0	\$ 187.01	0	\$ 249.35	300	\$ 37,402.33	4/1/2024	3/31/2025	\$ 37.97	4.0%	\$ 36.41	\$ 39.53
	300	\$ 129.66	0	\$ 194.49	0	\$ 259.32	300	\$ 38,898.42	4/1/2025	3/31/2026	\$ 39.49	4.0%	\$ 37.86	\$ 41.11
	300	\$ 134.85	0	\$ 202.27	0	\$ 269.70	300	\$ 40,454.36	4/1/2026	3/31/2027	\$ 41.07	4.0%	\$ 39.38	\$ 42.76
	80	\$ 140.24	0	\$ 210.36	0	\$ 280.48	80	\$ 11,219.34	4/1/2027	3/31/2028	\$ 42.71	4.0%	\$ 40.95	\$ 44.47
Admin / Accounting	36	\$ 114.92	0	\$ 172.39	0	\$ 229.85	36	\$ 4,137.25	4/1/2022	3/31/2023	\$ 35.00	0.0%	\$ 20.00	\$ 50.00
	48	\$ 119.52	0	\$ 179.28	0	\$ 239.04	48	\$ 5,736.99	4/1/2023	3/31/2024	\$ 36.40	4.0%	\$ 20.80	\$ 52.00
	48	\$ 124.30	0	\$ 186.45	0	\$ 248.60	48	\$ 5,966.47	4/1/2024	3/31/2025	\$ 37.86	4.0%	\$ 21.63	\$ 54.08
	48	\$ 129.27	0	\$ 193.91	0	\$ 258.55	48	\$ 6,205.13	4/1/2025	3/31/2026	\$ 39.37	4.0%	\$ 22.50	\$ 56.24
	48	\$ 134.44	0	\$ 201.67	0	\$ 268.89	48	\$ 6,453.34	4/1/2026	3/31/2027	\$ 40.95	4.0%	\$ 23.40	\$ 58.49
	16	\$ 139.82	0	\$ 209.73	0	\$ 279.64	16	\$ 2,237.16	4/1/2027	3/31/2028	\$ 42.58	4.0%	\$ 24.33	\$ 60.83
Labor Total							5948	\$ 1,248,643.92						

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate *(1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:
Denote all employees subject to prevailing wage with an asterisks (*)
For "Other Direct Costs" listing, see page 2 of the Exhibit

Attachment: 22-1002761 Exhibit B (8758 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT B

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant

Iteris (SBVCTSS Support)Contract No. 22-1002761Date 5/12/2022**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Items	Unit	Unit Cost	Total
A. Mileage	2318	\$ 0.585	\$ 1,356.08
B.		\$ -	\$ -
C.		\$ -	\$ -
D.		\$ -	\$ -
E.		\$ -	\$ -
F.		\$ -	\$ -
G.		\$ -	\$ -
TOTAL ODC's =			\$ 1,356.08

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT B

3.e

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant : Iteris (Smart County Master Plan) Contract No. 22-1002761 Date 5/12/20

Fringe Benefit %
(=0%if Included in OH) + Over head % + General Administration%
(=0%if Included in OH) = Combined Indirect Cost Rate (ICR) %
0.00% + 202.63% + 0.00% = 202.63%

FEE % = 8.50%

TRAFFIC SIGNAL COORDINATION MASTER PLAN

Name/ Job Title/ Classification	Hours and Billing Rates						Total Hours	Total Cost	Effective date of hourly rate		Actual or Avg hourly rate	% or \$ increase	Hourly range- for classification only	
	Straight Hrs	Straight Rate	OT Hrs (1.5x)	OT Rate (1.5x)	OT Hrs (2x)	OT Rate (2x)			From	To				
Bernard Li- Project Manager	60	\$ 372.81	0	\$ 559.22	0	\$ 745.63	60	\$ 22,368.76	4/1/2022	3/31/2023	\$ 113.54	0.0%	\$ -	\$ -
	120	\$ 387.73	0	\$ 581.59	0	\$ 775.45	120	\$ 46,527.02	4/1/2023	3/31/2024	\$ 118.08	4.0%	\$ -	\$ -
	0	\$ 403.23	0	\$ 604.85	0	\$ 806.47	0	\$ -	4/1/2024	3/31/2025	\$ 122.80	4.0%	\$ -	\$ -
	0	\$ 419.36	0	\$ 629.05	0	\$ 838.73	0	\$ -	4/1/2025	3/31/2026	\$ 127.72	4.0%	\$ -	\$ -
	0	\$ 436.14	0	\$ 654.21	0	\$ 872.28	0	\$ -	4/1/2026	3/31/2027	\$ 132.83	4.0%	\$ -	\$ -
Gabe Murillo - Principal-in-charge	0	\$ 453.58	0	\$ 680.38	0	\$ 907.17	0	\$ -	4/1/2027	3/31/2028	\$ 138.14	4.0%	\$ -	\$ -
	40	\$ 356.92	0	\$ 535.38	0	\$ 713.84	40	\$ 14,276.81	4/1/2022	3/31/2023	\$ 108.70	0.0%	\$ -	\$ -
	80	\$ 371.20	0	\$ 556.80	0	\$ 742.39	80	\$ 29,695.77	4/1/2023	3/31/2024	\$ 113.05	4.0%	\$ -	\$ -
	0	\$ 386.05	0	\$ 579.07	0	\$ 772.09	0	\$ -	4/1/2024	3/31/2025	\$ 117.57	4.0%	\$ -	\$ -
	0	\$ 401.49	0	\$ 602.23	0	\$ 802.97	0	\$ -	4/1/2025	3/31/2026	\$ 122.27	4.0%	\$ -	\$ -
Principal Engineer / Associate Vice President	0	\$ 417.55	0	\$ 626.32	0	\$ 835.09	0	\$ -	4/1/2026	3/31/2027	\$ 127.16	4.0%	\$ -	\$ -
	0	\$ 434.25	0	\$ 651.37	0	\$ 868.50	0	\$ -	4/1/2027	3/31/2028	\$ 132.25	4.0%	\$ -	\$ -
	0	\$ 305.98	0	\$ 458.96	0	\$ 611.95	0	\$ -	4/1/2022	3/31/2023	\$ 93.19	0.0%	\$ 71.35	\$ 115.02
	0	\$ 318.22	0	\$ 477.32	0	\$ 636.43	0	\$ -	4/1/2023	3/31/2024	\$ 96.91	4.0%	\$ 74.20	\$ 119.62
	0	\$ 330.94	0	\$ 496.42	0	\$ 661.89	0	\$ -	4/1/2024	3/31/2025	\$ 100.79	4.0%	\$ 77.17	\$ 124.41
Senior Manager / Senior Engineer	0	\$ 344.18	0	\$ 516.27	0	\$ 688.36	0	\$ -	4/1/2025	3/31/2026	\$ 104.82	4.0%	\$ 80.26	\$ 129.38
	0	\$ 357.95	0	\$ 536.92	0	\$ 715.90	0	\$ -	4/1/2026	3/31/2027	\$ 109.01	4.0%	\$ 83.47	\$ 134.56
	0	\$ 372.27	0	\$ 558.40	0	\$ 744.53	0	\$ -	4/1/2027	3/31/2028	\$ 113.37	4.0%	\$ 86.81	\$ 139.94
	150	\$ 219.08	0	\$ 328.62	0	\$ 438.15	150	\$ 32,861.62	4/1/2022	3/31/2023	\$ 66.72	0.0%	\$ 53.89	\$ 79.55
	200	\$ 227.84	0	\$ 341.76	0	\$ 455.68	200	\$ 45,568.12	4/1/2023	3/31/2024	\$ 69.39	4.0%	\$ 56.05	\$ 82.73
Engineer / Planner	0	\$ 236.95	0	\$ 355.43	0	\$ 473.91	0	\$ -	4/1/2024	3/31/2025	\$ 72.16	4.0%	\$ 58.29	\$ 86.04
	0	\$ 246.43	0	\$ 369.65	0	\$ 492.86	0	\$ -	4/1/2025	3/31/2026	\$ 75.05	4.0%	\$ 60.62	\$ 89.48
	0	\$ 256.29	0	\$ 384.43	0	\$ 512.58	0	\$ -	4/1/2026	3/31/2027	\$ 78.05	4.0%	\$ 63.04	\$ 93.06
	0	\$ 266.54	0	\$ 399.81	0	\$ 533.08	0	\$ -	4/1/2027	3/31/2028	\$ 81.18	4.0%	\$ 65.57	\$ 96.78
	60	\$ 164.54	0	\$ 246.81	0	\$ 329.08	60	\$ 9,872.28	4/1/2022	3/31/2023	\$ 50.11	0.0%	\$ 46.34	\$ 53.88
Associate Engineer	80	\$ 171.12	0	\$ 256.68	0	\$ 342.24	80	\$ 13,689.56	4/1/2023	3/31/2024	\$ 52.11	4.0%	\$ 48.19	\$ 56.04
	0	\$ 177.96	0	\$ 266.95	0	\$ 355.93	0	\$ -	4/1/2024	3/31/2025	\$ 54.20	4.0%	\$ 50.12	\$ 58.28
	0	\$ 185.08	0	\$ 277.62	0	\$ 370.17	0	\$ -	4/1/2025	3/31/2026	\$ 56.37	4.0%	\$ 52.13	\$ 60.61
	0	\$ 192.49	0	\$ 288.73	0	\$ 384.97	0	\$ -	4/1/2026	3/31/2027	\$ 58.62	4.0%	\$ 54.21	\$ 63.03
	0	\$ 200.19	0	\$ 300.28	0	\$ 400.37	0	\$ -	4/1/2027	3/31/2028	\$ 60.97	4.0%	\$ 56.38	\$ 65.55
Assistant Engineer	60	\$ 136.09	0	\$ 204.13	0	\$ 272.17	60	\$ 8,165.17	4/1/2022	3/31/2023	\$ 41.45	0.0%	\$ 36.56	\$ 46.33
	80	\$ 141.53	0	\$ 212.29	0	\$ 283.06	80	\$ 11,322.37	4/1/2023	3/31/2024	\$ 43.10	4.0%	\$ 38.02	\$ 48.18
	0	\$ 147.19	0	\$ 220.79	0	\$ 294.38	0	\$ -	4/1/2024	3/31/2025	\$ 44.83	4.0%	\$ 39.54	\$ 50.11
	0	\$ 153.08	0	\$ 229.62	0	\$ 306.16	0	\$ -	4/1/2025	3/31/2026	\$ 46.62	4.0%	\$ 41.13	\$ 52.11
	0	\$ 159.20	0	\$ 238.80	0	\$ 318.40	0	\$ -	4/1/2026	3/31/2027	\$ 48.48	4.0%	\$ 42.77	\$ 54.20
Admin / Accounting	0	\$ 165.57	0	\$ 248.35	0	\$ 331.14	0	\$ -	4/1/2027	3/31/2028	\$ 50.42	4.0%	\$ 44.48	\$ 56.37
	60	\$ 115.27	0	\$ 172.90	0	\$ 230.54	60	\$ 6,916.11	4/1/2022	3/31/2023	\$ 35.11	0.0%	\$ 33.66	\$ 36.55
	80	\$ 119.88	0	\$ 179.82	0	\$ 239.76	80	\$ 9,590.34	4/1/2023	3/31/2024	\$ 36.51	4.0%	\$ 35.01	\$ 38.01
	0	\$ 124.67	0	\$ 187.01	0	\$ 249.35	0	\$ -	4/1/2024	3/31/2025	\$ 37.97	4.0%	\$ 36.41	\$ 39.53
	0	\$ 129.66	0	\$ 194.49	0	\$ 259.32	0	\$ -	4/1/2025	3/31/2026	\$ 39.49	4.0%	\$ 37.86	\$ 41.11
Labor Total	0	\$ 134.85	0	\$ 202.27	0	\$ 269.70	0	\$ -	4/1/2026	3/31/2027	\$ 41.07	4.0%	\$ 39.38	\$ 42.76
	0	\$ 140.24	0	\$ 210.36	0	\$ 280.48	0	\$ -	4/1/2027	3/31/2028	\$ 42.71	4.0%	\$ 40.95	\$ 44.47
	12	\$ 114.92	0	\$ 172.39	0	\$ 229.85	12	\$ 1,379.08	4/1/2022	3/31/2023	\$ 35.00	0.0%	\$ 20.00	\$ 50.00
	16	\$ 119.52	0	\$ 179.28	0	\$ 239.04	16	\$ 1,912.33	4/1/2023	3/31/2024	\$ 36.40	4.0%	\$ 20.80	\$ 52.00
	0	\$ 124.30	0	\$ 186.45	0	\$ 248.60	0	\$ -	4/1/2024	3/31/2025	\$ 37.86	4.0%	\$ 21.63	\$ 54.08
	0	\$ 129.27	0	\$ 193.91	0	\$ 258.55	0	\$ -	4/1/2025	3/31/2026	\$ 39.37	4.0%	\$ 22.50	\$ 56.24
	0	\$ 134.44	0	\$ 201.67	0	\$ 268.89	0	\$ -	4/1/2026	3/31/2027	\$ 40.95	4.0%	\$ 23.40	\$ 58.49
	0	\$ 139.82	0	\$ 209.73	0	\$ 279.64	0	\$ -	4/1/2027	3/31/2028	\$ 42.58	4.0%	\$ 24.33	\$ 60.83
Labor Total								1098	\$ 254,145.33					

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:
Denote all employees subject to prevailing wage with an asterisks (*)
For "Other Direct Costs" listing, see page 2 of the Exhibit

Attachment: 22-1002761 Exhibit B (8758 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT B

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant **Iteris (Smart County Master Plan)**Contract No. 22-1002761Date 5/12/2022

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
A. Mileage	989.8	\$ 0.585	\$ 579.03
B.		\$ -	\$ -
C.		\$ -	\$ -
D.		\$ -	\$ -
E.		\$ -	\$ -
F.		\$ -	\$ -
G.		\$ -	\$ -
TOTAL ODC's =			\$ 579.03

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT B

3.e

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant

HNTB Corporation - (Smart County Master Plan)

Contract No. 22-1002761

Date 5/12/2022

Fringe Benefit %
(=0%if included in OH)

+

Over head %

+

General Administration%

=

Combined Indirect Cost Rate (ICR) %

47.51%

90.87%

0.00%

138.38%

FEE % = 8.50%

Name/ Job Title/ Classification	Hours and Billing Rates						Total Hours	Total Cost	Effective date of hourly rate		Actual or Avg hourly rate	% or \$ increase	Hourly range- for classification only	
	Straight Hrs	Straight Rate	OT Hrs (1.5x)	OT Rate (1.5x)	OT Hrs (2x)	OT Rate (2x)			From	To				
Arya Rohani, Advisor	22	\$ 422.93	0	\$ 422.93	0	\$ 422.93	22	\$ 9,304.50	4/1/2022	3/31/2023	\$ 163.52	0.0%	\$ -	\$ -
	32	\$ 439.85	0	\$ 439.85	0	\$ 439.85	32	\$ 14,075.17	4/1/2023	3/31/2024	\$ 170.06	4.0%	\$ -	\$ -
Katie Zehnder, Task Lead	212	\$ 292.99	0	\$ 292.99	0	\$ 292.99	212	\$ 62,113.88	4/1/2022	3/31/2023	\$ 113.28	0.0%	\$ -	\$ -
	166	\$ 304.71	0	\$ 304.71	0	\$ 304.71	166	\$ 50,581.79	4/1/2023	3/31/2024	\$ 117.81	4.0%	\$ -	\$ -
Richard Shinn, Technology Lead	140	\$ 297.75	0	\$ 297.75	0	\$ 297.75	140	\$ 41,684.86	4/1/2022	3/31/2023	\$ 115.12	0.0%	\$ -	\$ -
	166	\$ 309.66	0	\$ 309.66	0	\$ 309.66	166	\$ 51,403.39	4/1/2023	3/31/2024	\$ 119.72	4.0%	\$ -	\$ -
Monica Castellanos, Operations Lead	376	\$ 249.95	0	\$ 249.95	0	\$ 249.95	376	\$ 93,981.92	4/1/2022	3/31/2023	\$ 96.64	0.0%	\$ -	\$ -
	266	\$ 259.95	0	\$ 259.95	0	\$ 259.95	266	\$ 69,146.70	4/1/2023	3/31/2024	\$ 100.51	4.0%	\$ -	\$ -
Alex Kavanagh, Architecture Lead	92	\$ 216.85	0	\$ 216.85	0	\$ 216.85	92	\$ 19,949.80	4/1/2022	3/31/2023	\$ 83.84	0.0%	\$ -	\$ -
	50	\$ 225.52	0	\$ 225.52	0	\$ 225.52	50	\$ 11,275.98	4/1/2023	3/31/2024	\$ 87.19	4.0%	\$ -	\$ -
Kevin Tyler, Project Accountant	36	\$ 124.98	0	\$ 124.98	0	\$ 124.98	36	\$ 4,499.13	4/1/2022	3/31/2023	\$ 48.32	0.0%	\$ -	\$ -
	36	\$ 129.97	0	\$ 129.97	0	\$ 129.97	36	\$ 4,679.10	4/1/2023	3/31/2024	\$ 50.25	4.0%	\$ -	\$ -
Engineer 1	356	\$ 100.00	0	\$ 100.00	0	\$ 100.00	356	\$ 35,601.44	4/1/2022	3/31/2023	\$ 38.67	0.0%	\$ 37.84	\$ 49.00
	140	\$ 104.00	0	\$ 104.00	0	\$ 104.00	140	\$ 14,560.59	4/1/2023	3/31/2024	\$ 40.21	4.0%	\$ 39.35	\$ 50.96
Engineer 2	180	\$ 150.00	0	\$ 150.00	0	\$ 150.00	180	\$ 26,999.93	4/1/2022	3/31/2023	\$ 58.00	0.0%	\$ 49.01	\$ 66.00
	160	\$ 156.00	0	\$ 156.00	0	\$ 156.00	160	\$ 24,959.93	4/1/2023	3/31/2024	\$ 60.31	4.0%	\$ 50.97	\$ 68.64
Engineer 3	306	\$ 220.00	0	\$ 220.00	0	\$ 220.00	306	\$ 67,319.56	4/1/2022	3/31/2023	\$ 85.06	0.0%	\$ 66.01	\$ 88.00
	272	\$ 228.80	0	\$ 228.80	0	\$ 228.80	272	\$ 62,233.19	4/1/2023	3/31/2024	\$ 88.46	4.0%	\$ 68.65	\$ 91.52
Project Engineer	376	\$ 250.00	0	\$ 250.00	0	\$ 250.00	376	\$ 93,999.43	4/1/2022	3/31/2023	\$ 96.66	0.0%	\$ 88.01	\$ 100.00
	376	\$ 260.00	0	\$ 260.00	0	\$ 260.00	376	\$ 97,759.40	4/1/2023	3/31/2024	\$ 100.52	4.0%	\$ 91.53	\$ 104.00
Senior Engineer	176	\$ 270.00	0	\$ 270.00	0	\$ 270.00	176	\$ 47,519.87	4/1/2022	3/31/2023	\$ 104.39	0.0%	\$ 100.01	\$ 110.00
	156	\$ 280.80	0	\$ 280.80	0	\$ 280.80	156	\$ 43,804.68	4/1/2023	3/31/2024	\$ 108.57	4.0%	\$ 104.01	\$ 114.40
Principal Engineer	12	\$ 315.00	0	\$ 315.00	0	\$ 315.00	12	\$ 3,780.01	4/1/2022	3/31/2023	\$ 121.79	0.0%	\$ 110.01	\$ 140.00
	12	\$ 327.60	0	\$ 327.60	0	\$ 327.60	12	\$ 3,931.21	4/1/2023	3/31/2024	\$ 126.66	4.0%	\$ 114.41	\$ 145.60
Project Director	41	\$ 400.00	0	\$ 400.00	0	\$ 400.00	41	\$ 16,400.13	4/1/2022	3/31/2023	\$ 154.66	0.0%	\$ 140.01	\$ 170.00
	9	\$ 416.00	0	\$ 416.00	0	\$ 416.00	9	\$ 3,744.03	4/1/2023	3/31/2024	\$ 160.84	4.0%	\$ 145.61	\$ 176.80
Labor Total							4166	\$ 975,309.64						

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of the Exhibit

Attachment: 22-1002761 Exhibit B (8758 : SBVCTSS - Award Contract No. 22-1002761)

EXHIBIT B

Specific Rate of Compensation (use for on call or As- Needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant **HNTB Corporation**Contract No. **22-1002761**Date **5/12/2022****SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Items	Unit	Unit Cost	Total
A. Airfare - CMH to ONT round trip	8	\$ 750.00	\$ 6,000.00
B. Airfare - OAK to ONT round trip	4	\$ 250.00	\$ 1,000.00
C. Hotel - San Bernardino (per night)	24	\$ 160.00	\$ 3,840.00
D. Rental Car - ONT (per day)	36	\$ 75.00	\$ 2,700.00
E. Meals/Incidentals - San Bernardino (per day)	36	\$ 64.00	\$ 2,304.00
F. IRS Mileage rate	1000	\$ 0.585	\$ 585.00
G. Tolls/Parking (at cost)	50	\$ 30.00	\$ 1,500.00
H. Taxi/TNC (Lyft, Uber, etc.)	50	\$ 25.00	\$ 1,250.00
I. Postage/Courier	50	\$ 12.00	\$ 600.00
J. Printing (11x8.5 - BW)	500	\$ 0.05	\$ 25.00
K. Printing (11x17 - BW)	500	\$ 0.10	\$ 50.00
L. Printing (11x8.5 - Color)	200	\$ 0.28	\$ 56.00
M. Printing (11x17 - Color)	100	\$ 0.56	\$ 56.00
TOTAL ODC's =			\$ 19,966.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Minute Action

AGENDA ITEM: 4

Date: August 12, 2022

Subject:

Regional Early Action Planning 2.0 Grant Applications

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize the San Bernardino County Transportation Authority / San Bernardino Council of Governments (SBCTA/SBCOG) staff to submit the following applications to the Southern California Association of Governments (SCAG) for the Regional Early Action Planning (REAP) 2.0 grants:

1. Senate Bill 743 Vehicle Miles Traveled Mitigation Crediting Program under the County Transportation Commission (CTC) Partnership Program.
2. First/Last Mile transit service enhancements at selected Metrolink stations under the CTC Partnership Program.
3. San Bernardino County Housing Trust Program under the Housing Supportive Infrastructure Program.
4. Tunnel to Ontario International Airport / West Valley Connector / Cucamonga Station Land Use Strategy under the CTC Partnership Program.
5. Other Supplemental Planning Work Left from REAP 1.0 under the Sub-regional Partnership Program 2.0.

B. Authorize the Executive Director, or his designee, to approve the scope of work and sign the applications that would eventually become part of the regional application being submitted by SCAG to the California Department of Housing and Community Development by the end of December 2022.

C. Authorize the Executive Director, or his designee, to negotiate and execute future Restricted REAP 2.0 Grant Agreements between SBCTA/SBCOG and SCAG to receive reimbursement grant funding, subject to approval as to form by General Counsel.

Background:

On July 7, 2022, the Southern California Association of Governments (SCAG) Regional Council (RC) adopted the Regional Early Action Planning Grant Program for 2021 (REAP 2021 or REAP 2.0) Program Development Framework. The REAP 2.0 was established by the state of California in the Fiscal Year 2021/2022 Budget to support transformative and innovative projects that implement a region's Sustainable Communities Strategy (SCS) and help achieve goals of more housing and transportation options that reduce reliance on cars. Approximately \$600 million is available statewide to support transformative and innovative projects, and the SCAG region's formula share is expected to be around \$246 million. Approximately 80 percent of these funds are from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established as a part of the American Rescue Plan Act (ARPA), and the balance are State General Funds. These new funds will be provided as grants to regional entities, primarily metropolitan planning organizations (MPO) such as SCAG. All REAP 2.0 funds are to be

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

obligated by June 2024 and expended by June 2026, with a final closeout report due June 2026. The California Housing and Community Development Department (HCD) is the lead for the program and is working collaboratively with the Strategic Growth Council (SGC), Governor's Office of Planning and Research (OPR), and California Air Resources Board (CARB), to develop detailed guidelines for implementation.

SCAG staff is currently proposing three (3) main programmatic areas to distribute the \$246 million of REAP 2.0 funding. The program areas have been developed to closely resemble the draft HCD REAP guidelines. The three program areas include: 1) Early Program Initiatives – Connect SoCal Implementation Strategy that includes a Sub-Regional Partnership (SRP) Program, 2) County Transportation Commission (CTC) Partnership Program, and 3) Housing Supportive Infrastructure Program.

The proposed three (3) SCAG programmatic areas are aligned with the REAP 2.0 priorities. There are three (3) core objectives that every proposed project needs to address and meet:

1. Accelerating infill housing development, and
2. Reduce Vehicle Miles Traveled, and
3. Affirmatively Further Fair Housing.

1. Early Program Initiatives: SCAG will expand certain existing programs in the Connect SoCal Implementation Strategy to offer additional support to cities in implementing Connect SoCal.

- a. Sustainable Communities Program (SCP): The Call-for-Projects provides resources to local jurisdictions to conduct Greenhouse Gas / Vehicle Miles Traveled (GHG/VMT) reducing planning activities and demonstration projects with a nexus to housing production in the SCAG region.
- b. Go Human: SCAG is seeking to expand local resources and toolkits to help cities, counties and community-based organizations promote safe walking and biking.
- c. Regional Data Platform (RDP): SCAG seeks to partner with sub-regional agencies and other partners to expand support and training for local jurisdictions to use the RDP as well as provide additional features and functions to help further align local efforts with regional goals through performance dashboard features.
- d. *Sub-regional Partnership Program 2.0 (SRP2.0): SCAG will work with the sub-regional Council of Governments (COG) to develop a SRP Program similar to the SRP Program developed under REAP 1.0 but based on REAP 2.0 goals and objectives. SCAG staff has shared a set of draft guidelines with the sub-regional COGs with a funding level that was similar to REAP 1.0. (Approximately \$23 million). There will be a formula share of 12 percent allocated to San Bernardino COG (SBCOG) (\$2.76 million).*

2. CTC Partnership Program: SCAG will develop a new partnership program with the region's six CTCs, to fund the development of plans, programs, pilot projects, and certain signature GHG/VMT reducing capital projects with a strong nexus to housing, consistent with the goals and objectives of REAP 2.0. *SCAG staff has shared a set of draft guidelines with the CTCs with a funding level of around 40 percent of the total REAP allocated to*

SCAG. (Approximately \$100 million). There will be geographic “guidance” built into the program funding distribution, but not a formula share of the funding like the SRP.

- 3. Housing Supportive Infrastructure Program** - The Housing Supportive Infrastructure program builds on the concepts put forward in the Key Connections in Connect SoCal 2020, as well as current work funded through the REAP 1.0 program. This program will have 4 main priority areas:
- a. Utilities to support housing development: Identify transformative programs to invest in the utilities (sewer, storm water, electric, broadband) needed to environmentally clear, entitle and ultimately build the housing needed to meet the region’s 6th cycle Regional Housing Needs Assessment (RHNA) goals.
 - b. ***Housing Trust Funds: Support establishment of and investing in catalyst housing funds, regional or sub-regional housing trust funds, and revolving loan funds to leverage efforts to deliver affordable housing.***
 - c. Preservation of expiring covenants and naturally occurring affordable housing: Target existing affordable housing with expiring covenants and develop programs to extend covenants and preserve these units as affordable.
 - d. ***Technical Assistance: Through the outreach process, SCAG will identify additional technical assistance needs for cities, counties and other partners.*** Technical Assistance may include programs to:
 - i. ***Help public agencies use their surplus land for affordable housing development,***
 - ii. Continue land use planning efforts that implement 6th cycle Housing Elements,
 - iii. Ensure the region can secure grant funding for affordable housing development.

In response to the REAP 2.0 program framework and draft guidelines shared from SCAG, San Bernardino County Transportation Authority (SBCTA)/SBCOG staff currently has several projects that would fit and compete well within these three (3) program areas. On November 3, 2021, staff provided an update on the progress of the REAP 1.0 housing element technical assistance funding program. In that agenda item, staff shared a brief summary of each proposal currently included in this item. Staff noted that additional details on each of the concepts would be provided to the SBCTA Board of Directors (Board) as the REAP 2.0 guidelines are completed and SCAG program direction becomes clearer. Based on the current schedule of the REAP 2.0 shared with SBCTA/SBCOG, staff is bringing these proposals forward to be authorized by the Board to submit under the SCAG REAP 2.0 grant program.

It is important to note that more detail will be added for purposes of the actual applications to SCAG. A variation of these concepts may emerge as we get closer to the application deadline. Details of the applications will be developed and reviewed by staff familiar with the subject matter, under the oversight of the Executive Director. Specific funding requests are expected to total in the vicinity of \$45 million for all proposals combined; however, the final allocation of requests will be discussed with the Executive Director. The proposals below should not be considered a final set, as additional ideas may come to light over the next two (2) months. However, substantial outreach has occurred with local jurisdictions particularly with the VMT

Mitigation Bank and the Housing Trust proposals, so that the core concepts will likely not vary significantly from what is seen here.

1. SB 743 VEHICLE MILES TRAVELED (VMT) MITIGATION CREDITING PILOT PROGRAM – Proposal under the CTC Partnership Program

Overview

With the passage of Senate Bill (SB) 743 and adoption of VMT as the preferred California Environmental Quality Act (CEQA) transportation impact metric, project applicants (transportation and land use) that have identified significant VMT impacts are required to mitigate to the fullest extent feasible. SBCTA completed an initial countywide study on the implementation of SB 743 in 2020. This ‘Phase 1’ of implementation included resources for all jurisdictions in San Bernardino County (County) related to threshold options, a web-based screening tool, sample implementation documentation, and mitigation options. Subsequently, at the request of the member jurisdictions, SBCTA, in partnership with SCAG, have also completed a ‘Phase 2’ study to examine the potential of establishing a regional CEQA mitigation program for VMT impacts in the County.

A mitigation bank attempts to create a monetary value for VMT reduction on a per mile basis, such that a developer or an agency building a VMT-generating land use or transportation project could purchase VMT reduction credits already verified through an established program. The money exchanged for credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing specific projects included in a regional housing trust program. The SBCTA VMT mitigation pilot project uses a VMT reduction framework based on VMT-reducing mode choices individuals make for their commute trips (HBW or Home-Based Work trips), as measured against a verified individual baseline.

Project Need

Currently, as there are no regional-level mitigation programs that are operational in the state, all VMT mitigation must be attempted at the project level as on-site mitigations. To better understand how on-site mitigation costs may vary and how they compare to the mitigation costs of a regional program, SBCTA evaluated various on-site mitigation options in Phase 2. SBCTA then analyzed sample projects with potentially significant impacts to see what the mitigation cost would be using the potential mitigation costs per VMT. Based on the calculations and sample projects studied, potential cost of mitigation varies substantially by project location and type (active transportation infrastructure, vanpool program, transit pass subsidy, and telework program). However, based on the sample projects that were reviewed, on-site mitigations were generally far more expensive than the average cost of paying into a regional mitigation program. On-site mitigations are also much less likely to result in a significant VMT reduction. It was quite natural then for the SBCTA member jurisdictions to look toward having a regional mitigation option established for the county in addition to the onsite mitigation options for VMT increasing projects. A VMT Mitigation Bank provides the most cost-effective and feasible approach to reducing VMT since it deals with only the actual verified credits (i.e. VMT saved) rather than hypothetical future VMT reduction credits using modelling.

Here are several of the on-site and regional VMT reduction mitigation measures evaluated in Phase 2:

1. VMT Reducing Transit Pass Programs
2. Vanpool Programs
3. Deployment of active transportation facilities
4. Telework Programs
5. Carpool and school pool programs and subsidies
6. Ridematch Programs or Shuttle Service Programs

Estimates were made as to the potential cost of mitigating the VMT increase from a hypothetical residential development in the High Desert to below the threshold of significance for CEQA purposes. The results showed that the cost per unit could vary widely depending on the type of mitigation applied. The range was from a low of approximately \$2,500 per unit to a high of \$47,000 per unit for the least efficient method tested. In other words, the cost of mitigation can be substantial. The most efficient methods identified were in the range of \$.05 to \$.08 per VMT and assuming that mitigation would occur over a period of 20 years, which is typical of CEQA analyses. Bicycle infrastructure was among the least efficient mitigation methods. Telework was generally the most efficient. It is unfortunate that, in a period of excessive housing costs, additional costs would be added. However, this has become California's policy since SB 743 was enacted in 2013. SBCTA/SBCOG have never endorsed this policy, nonetheless in seeking to streamline new development and transportation improvements, it becomes necessary to devise a least-cost burdensome mechanism for doing so.

Project Scope for REAP 2.0 Application

Subject to Board approval, SBCTA would develop a regional VMT mitigation bank using a mode-choice based framework, in which commuters would be paid for reducing their VMT, with telework as the initial regional mitigation measure. Initially, the program would focus on incentivizing individuals to earn VMT reduction credits by making choices to reduce their travel. After establishing a verified HBW trip "baseline," individuals who volunteer for the program can generate credits whenever they choose to telework for a particular day. The volunteers would need to live or work in the County. The verified VMT reduction credit would then be assigned an economic value and the volunteers would be paid a share of that value as an incentive for reducing their VMT. The purchased credit would be banked by SBCTA then sold to development projects or transportation projects that would need to reduce VMT impacts under CEQA. While telework would be the only program included in the bank initially, additional projects and programs already established under the Inland Empire (IE) Commuter Rideshare Program could be added in the future (e.g. choices to ride transit or vanpool/carpool).

Consistency with REAP Requirements

Three of the requirements for REAP 2.0 proposals to be consistent with the guidelines include:

- The proposal should be innovative, impactful, and transformative
- Should help to achieve housing goals through VMT reduction
- Should spur economic development in disadvantaged communities

The VMT Mitigation Bank pilot program is consistent with the REAP 2.0 guidelines in the following ways:

- **Innovative, Impactful and Transformative:** The proposed VMT Mitigation Bank is innovative/transformative in that it would incentivize the “trip-makers” to make modal choices that personally reduce their VMT. They will be paid as they accumulate credits relative to a baseline, and this pool of earned and verified credits can be sold in the VMT marketplace, with prices set based on supply/demand relationships. Under REAP Guidelines: *Transformative means “housing, planning, infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing multimodal communities, shifting travel behavior through reducing driving, and increasing transit ridership.”* From a transportation perspective, the proposed project would result in exactly the changes envisioned in the guidelines.
- **Achieving Housing Goals with VMT Reduction:** One of the consequences of SB 743 is that it adds another challenge for the County in increasing housing production. The 6th Cycle RHNA allocated 138,110 new units to be planned in the County from 2021 – 2029. This is a monumental task, and SBCTA, in cooperation with local partners, are meeting this challenge to produce more housing while advancing the implementation of the VMT-reducing elements of the SCS head-on. This program aligns directly with the REAP objectives of reducing VMT: *“Increase travel options to homes, jobs, and services that support multimodal communities and reduce the number and/or length of vehicle trips.”* Since the majority of the credit purchase will come from the housing sector, much of the proceeds will be slated to go back into the housing sector through the proposed San Bernardino County Housing Trust.
- **Spurs economic development in a disadvantaged community:** San Bernardino County has some of the most disadvantaged communities in the state. While the County has a growing employment base, it has traditionally operated as an outlying community that provided affordable housing for workers commuting to Los Angeles and Orange Counties. During COVID-19, some cities within the County saw an increase in their business activity as people who were able to telework stayed home. We expect to see similar benefits to local disadvantaged communities with implementation of the program, especially with our small business community.

2. **FIRST/LAST MILE TRANSIT SERVICE ENHANCEMENTS AT SAN BERNARDINO COUNTY METROLINK STATIONS** (Including Redlands Passenger Rail stations and Ontario-East Station) – Proposal under the CTC Partnership Program

Overview

In San Bernardino County, there are seven Metrolink stations on the San Bernardino Line (SBL) – Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, San Bernardino Depot, and Downtown San Bernardino – and one station (Ontario) on the Riverside Line southeast of Ontario International Airport (ONT). There are four (4) more extended station areas through the soon to be operational SBCTA Redlands Passenger Rail Project (branded “Arrow Service”).

San Bernardino Council of Governments

San Bernardino County Transportation Authority

The SBL is currently served by 30 trains per day (38 trains per day pre-pandemic) and the Riverside Line is served by seven (7) trains per day. The *Customer-Based Ridesharing and Transit Connectivity Study* (2018) examined several options for first/last mile connections between Metrolink stations and major nearby destinations. It also analyzed a possible shuttle connection from the Downtown San Bernardino Metrolink station (Transit Center) to downtown employers in the area.

Need

In Spring 2022, the SBCTA Board approved funding for two (2) shuttle services to provide first/last mile services in two locations: 1) from the Transit Center near downtown San Bernardino to buildings in downtown San Bernardino representing major workplaces and centers of government services, and 2) from the Cucamonga Metrolink station to Ontario International Airport (ONT). The selection of these locations was based on a working paper that examined primary destinations in proximity to Metrolink stations (but too far to walk) within each of the cities served by the SBL.

For example, the Transit Center accommodates a Metrolink station, Omnitrans bus routes, and routes from four (4) other operators. In addition, the Arrow Service will begin service in Fall 2022, with its west terminus at the Transit Center. Part of the ridership is projected to include downtown San Bernardino employment centers and services, the largest of which include the County, California Department of Transportation (Caltrans) District 8, and the Superior Court. The main County office is a 0.8 mile walk from the Transit Center and Caltrans and the courts are just slightly less; other County offices are slightly more. In the case of ONT, the SBL Cucamonga Station is the closest to the airport, but is four miles from the ONT terminals. This service will be provided by two (2) shuttle buses, timed to meet trains arriving and departing from Cucamonga Station. Both services will be using Compressed Natural Gas (CNG) buses.

A third primary candidate for first/last mile services is the Fontana Metrolink station. Major destinations in the vicinity of the station include a major regional hospital (Kaiser Medical Center), Fontana Civic Center, and multiple apartment complexes clustered along Sierra Avenue. While several transit routes serve activities along Sierra Avenue, none provide route continuity both north and south of the station. Route 61, with 20-minute peak headways provides connectivity between Metrolink and Kaiser Medical Center.

Scope

The purpose of the Fontana Metrolink First/Last Mile proposal is to provide timely connectivity to arriving and departing trains via a new zero-emission shuttle service. The route would connect the affordable housing communities near the rail station to other locations along Sierra Avenue that provide for medical needs, shopping, and government services. This would become part of a comprehensive system of first mile/last mile strategies to increase transit ridership around the Metrolink station areas, with the opportunity to replicate similar pilot programs in partnership with local jurisdictions and Omnitrans.

A pilot study approach for the shuttle would allow for a minimum 2-3-year period of shuttle operation. Funding participation from the employers would be sought as well, with SBCTA staff serving as initial interface with the employers. The use of a zero-emission vehicles will be pursued, leveraging REAP funds to access other vehicle purchase incentive programs. To increase ridership, it is also important to look at the land use/housing strategies around the station areas. The City of Fontana is in the process of updating its housing element. SBCTA will partner with them to create synergy between various transportation options and land uses for station area improvements as identified in the housing elements.

Consistency with REAP Principles

- **Provides efficient, zero-emission Transit Center access to/from the Metrolink transit system:** Metrolink is a regional rail system of over 500 miles, with 63 stations throughout the region with an additional nine miles and four stations under construction in San Bernardino County.
- **Affirmatively Furthers Fair Housing:** The San Bernardino County Metrolink stations are a hub for multiple public transportation systems and the City of Fontana is making excellent progress with Transit Oriented Development (TOD) near its rail station. In partnership with SBCTA, Omnitrans, and the local jurisdictions, locations for future land development to increase housing production in many of the station areas have been identified through the local jurisdiction housing elements that are consistent with the goals of the affirmatively furthering fair housing (AFFH).
- **Improves Place-Based Strategies to Encourage Revitalization:** As CalEnviroScreen indicates, for the most part, the SBL station areas are located in some of the most disadvantaged census tracts in the state. The Fontana station is no exception, and the program will dedicate funding in these disadvantaged/historically underserved communities to spur economic development in the community around the station areas.
- **Innovative, Impactful and Transformative:** The concept of “first mile/last mile” is certainly not new to the transportation planning sector. However, implementation of the program will bring visible changes with measureable outcomes in ridership.
- **Consistency and Timeliness in Spending:** The program proposal for the REAP 2.0 funding has been in development since 2018. The concept has been vetted through multiple stakeholders including Omnitrans who will operate the service and the jurisdictions who will implement a variety of non-transportation strategies.
- **Replicability:** As previously mentioned, the goal of the pilot programs here are to implement the programs and replicate it around other Metrolink station areas.

3. SAN BERNARDINO COUNTY REGIONAL HOUSING TRUST PROGRAM –

Proposal under the Housing Supportive Infrastructure Program

Overview

In response to an increasing need for access to affordable housing across the County, the lack of sufficient funding to produce needed affordable housing, due in part to the dissolution of redevelopment, and an increased interest in solutions to comprehensively address regional housing needs, SBCTA/SBCOG is developing pathways for increased funding to support housing-related programs. One such pathway is the establishment of a regional housing trust fund, which would serve as an additional funding mechanism to support housing programs.

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Housing trust funds offer a great opportunity to increase housing supply in the County, California's once affordable residential outpost, now on the rise as an economic hub, but with shrinking housing opportunities. There are a variety of administrative structures for housing trusts, but the most impactful is the regional model. Given the limited capacity of local jurisdictions to devote resources to trust administration, and SBCOG's well-established role in the region, SBCOG is both qualified to and capable of administering a regional housing trust that would address regional housing needs while minimizing duplication of resources across the County.

In 2021, in response to increasing concern around the region's housing shortage, SBCTA's City/County Manager's Technical Advisory Committee (CCMTAC) expressed interest in exploring the feasibility of implementing a housing trust fund for the region. In response to the request of the CCMTAC, in January 2022, SBCOG released a Draft San Bernardino Regional Housing Trust White Paper that details the potential benefits, structures, and an assortment of relevant case studies regarding the formation of a Regional Housing Trust Fund. At the same time, SBCOG saw a funding opportunity being developed for the formation of a regional housing trust under the REAP 2.0 Program from HCD and SCAG. These events have created an opportunity to include an option for establishing a specific housing trust in the region and utilize existing staff resources and expertise related to the pursuit of regional grant funds to better connect housing with regional transportation efforts.

Staff is currently in the process of developing a report that provides a detailed overview and analysis of background information needed to formally establish the Housing Trust if the member jurisdictions would like to establish one in the County. The report will include a summary of all outreach and engagement conducted for the Housing Trust to-date, an assessment on housing needs within the County, an analysis of funding opportunities for funding programs of the Housing Trust, and inventory of existing, internal SBCTA/SBCOG mechanisms to manage a new Joint Powers Authority (JPA), and pipeline affordable housing developments in the County. The analyses will provide the foundation for the Administrative Plan of the Housing Trust, which will detail the purpose and structure, participating jurisdictions, administrative responsibilities, and program objectives of the Housing Trust. Ultimately, the Administrative Plan will be the main policy document that will need to be approved by a new JPA Board.

Scope

The Housing Trust can be established to tackle a variety of housing related issues in the region. With a regional trust fund structure, it can be used for the development and implementation of regional housing strategies to assist jurisdictions in implementing their 6th cycle Housing Elements; to assist in the rehabilitation, preservation, and production of affordable housing; and to implement solutions for assisting those experiencing homelessness in the region.

Housing trust activities are those implementation actions which the housing trust fulfills through the expenditure of funds. Activities can include, but are not limited to, new construction of affordable housing, predevelopment activities for affordable housing development, down payment assistance for first-time homebuyers, gap financing for affordable housing developers, preservation or rehabilitation of existing affordable housing, land acquisition for development of

affordable housing, and establishment of housing or services for those experiencing homelessness. Further, housing activities that a housing trust undertakes can serve a variety of housing needs. Those primary housing needs that have been identified for the Housing Trust include housing for middle-income earners or workforce housing, housing for lower-income households, housing for first-time homebuyers, and housing for those experiencing homelessness. Priority activities of the Housing Trust have been identified through outreach conducted for this effort and are detailed in this section.

Following is a summary of initial feedback received from the SBCOG member jurisdictions on the programs and strategies that can be established under the Housing Trust.

- Housing for those Experiencing Homelessness (High Priority)
- Housing Preservation and Rehabilitation (High Priority)
- Land Banking (High Priority)
- Gap Financing for Affordable Housing Developments (High Priority)
- Funds to Support Local Programs (High Priority)
- Provide Technical Assistance (High Priority)
- Workforce and Missing Middle Housing (Medium Priority)
- Community Land Trusts (Medium Priority)
- Coordination with Other Agencies and Organizations (Medium Priority)

Housing trusts use different forms of revenue to raise funds such as grants, loans, donations, taxes, and fees. Some housing trusts will receive a majority of their funding from one funding source, such as fees, but many seek out a variety of funding sources. Ensuring a variety of funding sources is advantageous for trusts, as it can increase flexibility in how funds may be expended and can help to better leverage funds for additional revenues. Currently, there are some state funding that the region is not receiving due to not having an established housing trust. For the REAP 2.0 grant funding, SBCOG staff will request funding for both administrative cost involved in establishing a Housing Trust, and program funding that will implement some of the identified priority projects to begin operation immediately following the establishment.

Need

In the County, housing is a substantial expense, reflecting the largest single monthly expenditure for many individuals and families. Quality housing is not affordable for everyone, and those with lower incomes are most likely to live in unhealthy, overcrowded, or unsafe housing conditions. Housing supply has not kept pace with population growth throughout the region. Instead, growth is being accommodated through increases in persons per household, resulting in household overcrowding. With a much higher demand (or need) for housing units than there is supply, both home and rental prices have increased to stymie the influx of interest. Significant portions of the County pay more than 30 percent of their gross income towards housing payments, and higher housing costs put lower income households at risk of living in substandard housing or of experiencing homelessness. Without a concerted effort to expand the affordable housing supply, increasing numbers of households will become unable to afford housing in the County as rents and housing prices continue to rise.

4. **ALIGNING HOUSING PROJECTS ALONG ONTARIO INTERNATIONAL AIRPORT (ONT) LOOP/WEST VALLEY CONNECTOR/RANCHO CUCAMONGA STATION LAND USE STRATEGY** – Proposal under the CTC Partnership Program

Overview & Scope

SBCTA is currently in the environmental stage with the construction of a new four-mile transit tunnel from the Cucamonga Station on the SBL to Terminals 2 and 4 at the ONT. The tunnel will have three (3) surface stations (the Cucamonga Station, and one adjacent to each ONT terminal). Passengers, employees, and visitors to ONT will be transported in rubber tire, zero-emission vehicles on an “on-demand” basis. The service will be initiated with human drivers; however, it will transition to an autonomous service once the technology becomes available. The tunnel will be built as a closed system to minimize trip times and maximize safety and efficiency. The expected travel time between the Cucamonga station and the ONT Terminals is approximately 7-8 minutes vs. 30 minutes using surface transit.

In addition, San Bernardino County’s second Bus Rapid Transit (BRT) system, The West Valley Connector (WVC) is projected to start service in 2024. The 100% Zero-emission Bus Initiative project is 19 miles long. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to Ontario International Airport (ONT) and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community.

Furthermore, the Cucamonga Station is developing into a major transit hub. Capacity of the SBL is anticipated to nearly double as infrastructure improvements are completed as part of the Southern California Optimized Rail Expansion (SCORE) Program, along with the planned Brightline West privately-funded electrified high-speed rail between Las Vegas and Cucamonga Station.

These new features around the Cucamonga Station have presented a number of housing opportunities near the station. SBCTA is currently discussing how to maximize REAP 2.0 funding related to the project with the City of Rancho Cucamonga. Potentially, the REAP 2.0 funds could be applied to specific future Transit Oriented Development (TOD) projects near the station, including a possible infill project.

Improves Regional Mobility

- **Provides efficient, zero-emission airport access to/from the regional Metrolink transit system.** Rancho Cucamonga is becoming a thriving multimodal center, likely serving as the southern terminus of the Brightline West high-speed rail service to Las Vegas in the near future.
- **Fastest-growing commercial airport in the U.S. since transfer to local control in 2016.** ONT is back on a growth track post-pandemic. An efficient connection to the regional transit network will increase convenience of access for many ONT passengers and employees from San Bernardino and Los Angeles Counties.

- **Supports CAPTI principles.** The ONT Tunnel and the Rancho Cucamonga Station area improvements support increased network connectivity across transit modes - commuter rail, high-speed rail, BRT, and local bus - multiplying the sustainability and accessibility benefits and increasing the potential for infill and TOD.

5. **OTHER SUPPLEMENTAL PLANNING WORK LEFT FROM REAP 1.0** – Proposal under the Early Program Initiative: SRP Program (Formula Funding)

Overview

Through funding from REAP 1.0, SBCOG was able to contract with consultants to assist cities within the County with housing element updates. During this process, SBCOG identified additional projects to better support jurisdictions with affordable housing-related outcomes as they move forward with implementation of the housing elements. Working with the member jurisdictions, SBCOG has developed the initial scope of work under the REAP 1.0 continuation program. However, since the program funding is distributed on a formula basis, the program will build in flexibility to account for new needs as jurisdictions implement programs identified in their respective housing elements.

List of Possible Program Areas

1. Assist in development of construction-level design plans for accessory dwelling units (ADU)
2. Provide ADU customizable design guidelines for jurisdictions
3. Assist jurisdictions with adoption of ADU ordinances
4. Create Engagement Team outreach required for housing elements for local jurisdictions, especially around issues surrounding AFFH
5. Collect data from housing non-profits to assist with future housing element updates
6. Develop Annual Progress Report (APR) submittal tracking form, land use implementation and updating RHNA site selection data base (Coordinate with SCAG Regional Data Platform)
7. Continue to provide staffing assistance on housing element implementation
8. Provide site analysis and develop procedural manual on implementing Surplus Land Act

Details - ADU Assistance:

REAP 2.0 funding will enable SBCOG to develop additional ADU construction plans to accommodate specific city needs. No two cities are alike, and housing construction needs differ, which requires different plan options to be developed. Design guidelines that can be customizable for each city will enable jurisdictions to pick and choose from a pallet of ready-to-go designs which will bring consistency and streamline to the review and permitting process. Additionally, many cities require assistance with the adoption of the ADU ordinances. Skilled consultants can provide much needed assistance to cities that do not have in-house capabilities to stay up-to-date on ordinances and the process of adoption as required by the state.

Community Engagement Assistance:

Within the requirements for housing elements, cities are now being asked to conduct community outreach to connect residents to resources for fair and affordable housing. Cities do not have the resources, budget or staff to conduct the required outreach multiple times per year. SBCTA will provide a core team of staff to provide outreach support to cities on a scheduled basis.

Mountain-Desert Committee Agenda Item

August 12, 2022

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The process by which the team conducts outreach, develops progress reports and creates forms for the housing element will be replicated for each city. Many of the SBCOG member jurisdictions have asked for assistance with community engagement during the 6th cycle Housing Element, especially in regards to outreach involving AFFH.

Data Collection:

SBCOG is required to provide housing data to include displacement and equity issues affecting cities. SBCTA will fund future data collection and reporting documents for AFFH in support of our jurisdictions as it will be a requirement every eight years based on the current Housing Element requirements.

Graphic Information System (GIS) Planning:

SBCOG will provide GIS and Database planning services as needed by jurisdictions.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item is scheduled for review by the Board of Directors Metro Valley Study Session on August 11, 2022 and was reviewed by the Planning and Development Technical Forum on July 27, 2022, the Transportation Technical Advisory Committee on August 1, 2022 and the City/County Managers Technical Advisory Committee on August 4, 2022.

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved
Mountain-Desert Committee
Date: August 12, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SBCTA/SBCOG REAP 2.0 Grant Application Proposals

Regional Early Action Planning Grants of 2021 (REAP 2.0)

Final Guidelines for Metropolitan Planning Organizations

State of California
Governor Gavin Newsom



San Bernardino County Transportation Authority/Council of Governments

SCAG REAP 2.0 Guidelines: Overview

REAP 2.0 - Overview

Regional Early Action Planning (REAP) 2021 Grant

\$246 million = SCAG region's formula share

Obligated by June 2024

Expended by June 2026

"Transformative Planning and Implementation Activities"

Accelerating infill housing development AND

Coronavirus Economic Recovery AND

Reduce Vehicle Miles Travelled AND

Affirmatively Further Fair Housing

Early Action
Initiatives

- Sustainable Communities Program (SCP)
- Local Information Services / Regional Data Platform
- Subregional Partnership Program 2.0 (Housing Element Support)
- Go Human

CTC
Partnership
Program

- Transit and other multi-modal services that will be critical in supporting VMT reduction
- Fund the development of plans, programs, and pilot projects

Housing
Supportive
Infrastructure
Program

- Infrastructure and utilities to support housing development
- Preservation
- Housing Trust Funds
- Technical Assistance



SBCTA/SBCOG

SCAG REAP 2.0 Guidelines: Schedule (Sample)



SBCTA/SBCOG

SCAG REAP 2.0 Guidelines:

1. Early Program Initiatives

SCAG will expand certain existing programs in the Connect SoCal Implementation Strategy to offer additional support to cities in implementing Connect SoCal.

1. Sustainable Communities Program (SCP):
2. Go Human:
3. Regional Data Platform (RDP):
4. ***Sub-regional Partnership Program 2.0 (SRP2.0): SCAG staff has shared a set of draft guidelines with the subregional COGs with a funding level similar to REAP 1.0. (Approx. 23M) There will be a formula share of about 10 percent allocated to SBCOG (\$2.3M).***



SBCTA/SBCOG

SCAG REAP 2.0 Guidelines:

2. County Transportation Commission (CTC) Partnership Program

SCAG will develop a new partnership program with the region's County Transportation Commissions to fund programs and pilot projects with a strong nexus to housing

SCAG staff has shared a set of draft guidelines with the County Transportation Commissions (CTCs) with a funding level of around 40% of the total REAP allocated to SCAG. (Approx. \$100M of competitive funding)



SBCTA/SBCOG

SCAG REAP 2.0 Guidelines:

3. Housing Supportive Infrastructure Program

This program will have 4 main priority areas:

1. Utilities to support housing development: (sewer, storm water, electric, broadband)
2. ***Housing Trust Funds: Support establishment of a regional housing trust funds, and revolving loan funds to deliver affordable housing.***
3. Preservation of expiring covenants and naturally occurring affordable housing:
4. ***Technical Assistance:***
 - ***Help public agencies use their surplus land for affordable housing development,***
 - Continue land use planning efforts that implement 6th cycle Housing Elements,
 - Ensure the region can secure grant funding for affordable housing development.

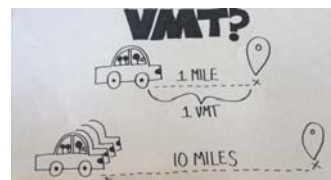


SBCTA/SBCOG

SCAG REAP 2.0: SBCTA/SBCOG Proposals

Pilot SBC VMT Mitigation Bank: Background

- SB 743 – VMT as the preferred CEQA transportation impact metric
- SBCTA – completed countywide study on the implementation of SB 743 in 2020
- ‘Phase 1’ – provided threshold options, screening tools, implementation documents, and **mitigation options**
- July 1, 2020 Board action: *“Authorize staff to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction benefits of telework and other TDM options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County...”*
- ‘Phase 2’ - examine establishment of a regional CEQA mitigation program for VMT impacts in San Bernardino County.



SBCTA/SBCOG

****SLIDE LEFT INTENTIONALLY BLANK****
VIDEO WILL BE SHOWN DURING
COMMITTEE MEETING

SCAG REAP 2.0: SBCTA/SBCOG Proposals

Pilot SBC VMT Mitigation Bank: Conceptual Process

Mitigation bank attempts to create a monetary value for VMT reduction on a per mile basis (Land Use and Transportation Projects)

Supply Side:

- Individuals and companies would volunteer to participate
- Establish a baseline (HBW trips)
- Custom smartphone app logs travel and compare "new travel pattern"
- Cash incentives paid to participants who reduce commute VMT
- Participants who do not reduce commute VMT not eligible to receive incentives
- Reduced VMT credits are banked

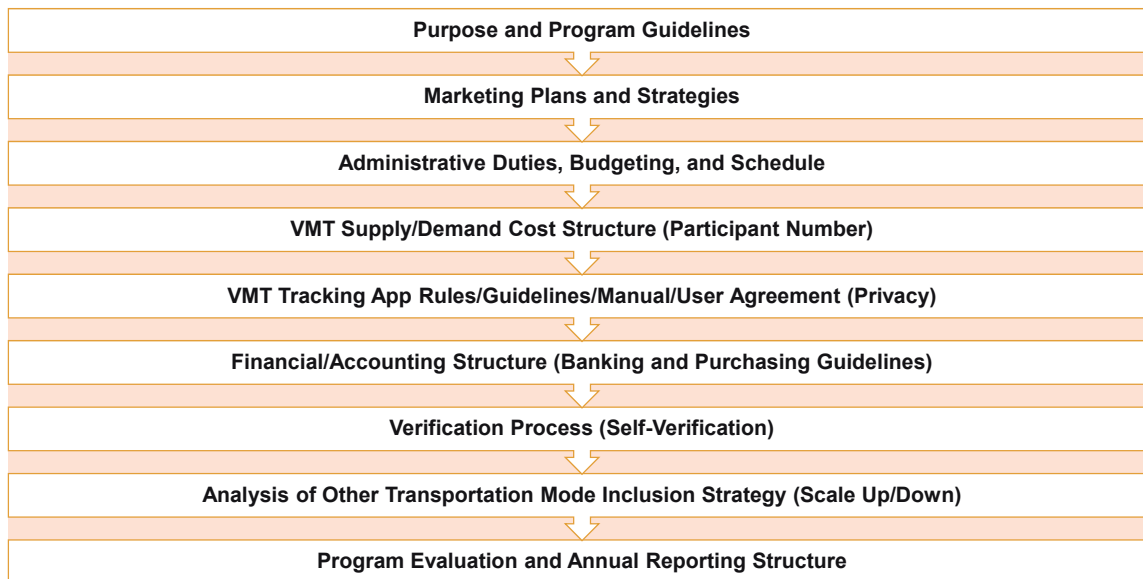
Demand Side:

- CEQA Lead Agencies determine VMT project level mitigation quantity
- Project proponents mitigate VMT through on-site strategies
- Project proponents look for offsite mitigation options
- SBC VMT credits sold to projects in need
- Proceeds are used for more housing projects through the SBC Housing Trust



SBCTA/SBCOG

VMT Mitigation Bank - Administrative Plan Components



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SCAG REAP 2.0: SBCTA/SBCOG Proposals

First/Last Mile Transit Service Enhancements at SBC Metrolink Stations (Incl. RPRP and Ontario-East Station)

- San Bernardino County - 11 Metrolink Stations
- Customer-Based Ridesharing and Transit Connectivity Study (2018)
- SBCTA/Omnitrans/Local Jurisdiction Partnerships – San Bernardino Transit Center & Rancho Cucamonga Station
- Pilot shuttle service candidate: Fontana Station
- Feasibility and pilot program implementation at other Metrolink Stations with Omnitrans
- Look at Land Use/Housing Strategies around the Metrolink Station areas with Local Jurisdictions



SBCTA/SBCOG

SCAG REAP 2.0: SBCTA/SBCOG Proposals

Ontario International Airport (ONT) Loop/Rancho Cucamonga Station Land Use Strategy

- SBCTA is currently in the environmental stage with the construction of a new four-mile transit tunnel from the Cucamonga Station to the Ontario International Airport (ONT)
- Connects airport passengers and employees to the 538-mile regional rail system and local transit service
- Cucamonga Station as a major transit hub
- ONT Loop, SBL Metrolink service improvements (SCORE) Program, Brightline West, West Valley Connector Bus Rapid Transit (BRT), and 6th Street Cycle Track
- Housing opportunities at the station – Future TOD/Infill Developments
- SBCTA/Rancho Cucamonga City partnership



SBCTA/SBCOG

SCAG REAP 2.0: SBCTA/SBCOG Proposals

San Bernardino County Regional Housing Trust

Overview

Need Exist – 1. Limited access to affordable housing, 2. Lack of sufficient funding to produce needed affordable housing, 3. Dissolution of redevelopment, 4. Increased interest in regional solutions by the member jurisdictions, 5. Growing issues of overcrowding, and 6. impacts lower income households harder

One of the Solution: Regional Housing Trust (provides additional funding for the region)

Right Timing:

1. Need and opportunity to increase housing supply exist
2. SBCOG can be used as the regional vehicle to administer the programs under the new JPA
3. Unique funding opportunity with REAP 2.0 from HCD and SCAG
4. Provides a unique linkage between SBCTA and SBCOG as pressure grows to integrate housing into transportation
5. SBCOG staff used REAP 1.0 funding to lay the ground work (SBC Regional Housing Trust Whitepaper, Jurisdictional Outreach, Other Housing Trust Outreach, and Started the draft Administrative Plan)



SBCTA/SBCOG

SCAG REAP 2.0: SBCTA/SBCOG Proposals

San Bernardino County Regional Housing Trust

Activities

Following are initial feedback received from the SBCOG member jurisdictions on the programs and strategies that can be established under the Housing Trust.

- Housing for those Experiencing Homelessness (High Priority)
- Housing Preservation and Rehabilitation (High Priority)
- Land Banking (High Priority)
- Gap Financing for Affordable Housing Developments (High Priority)
- Funds to Support Local Programs (High Priority)
- Provide Technical Assistance (High Priority)
- Workforce and Missing Middle Housing (Medium Priority)
- Community Land Trusts (CLTs) (Medium Priority)
- Coordination with Other Agencies and Organizations (Medium Priority)



SBCTA/SBCOG

SBC Regional Housing Trust - Administrative Plan Component



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SCAG REAP 2.0: SBCTA/SBCOG Proposals

Other Supplemental Planning Activities Left from REAP 1.0

List of Possible Program Areas

1. Assist in development of construction-level design plans for Accessory Dwelling Units (ADUs)
2. Provide ADU customizable design guidelines for jurisdictions
3. Assist jurisdictions with adoption of ADU ordinances
4. Create Engagement Team outreach required for housing elements for local jurisdictions, especially around issues surrounding Affirmatively Furthering Fair Housing (AFFH)
5. Collect data from housing non-profits to assist with future housing element updates
6. Develop APR submittal tracking form, land use implementation and updating RHNA site selection data base (Coordinate with SCAG Regional Data Platform)
7. Continue to provide staffing assistance on housing element implementation
8. Provide site analysis and develop procedural manual on implementing Surplus Land Act



SBCTA/SBCOG

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San Bernardino County
Transportation Authority

Minute Action

AGENDA ITEM: 5

Date: August 12, 2022

Subject:

State Route 18 Corridor Study - US 395 to Los Angeles County

Recommendation:

Receive information on the State Route 18 Corridor Study from US 395 to Los Angeles County.

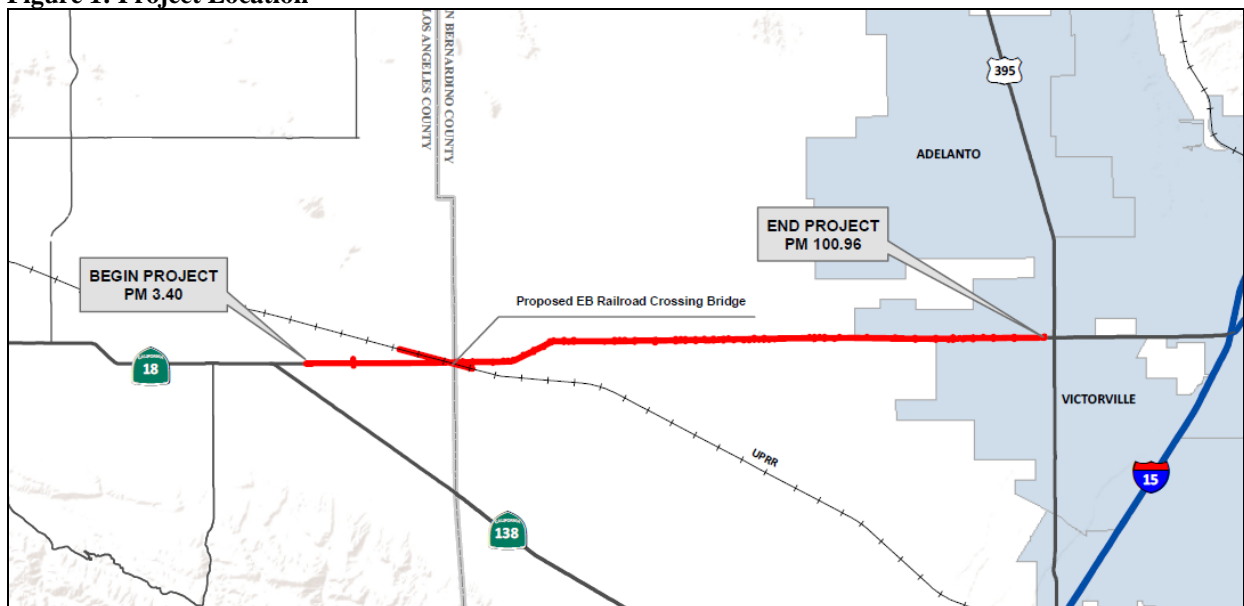
Background:

In 2006, the Counties of San Bernardino and Los Angeles, the Cities of Adelanto, Victorville, Lancaster and Palmdale, and the Town of Apple Valley, formed a Joint Powers Authority (JPA) to develop a new freeway/expressway, referred to as the High Desert Corridor (HDC), from State Route (SR) 18 to Interstate 15 (I-15). The cost of constructing the full multimodal HDC was estimated at over \$8 billion.

At the recommendation of both Los Angeles County Metropolitan Transportation Authority (Metro) and San Bernardino County Transportation Authority (SBCTA) staff, the JPA voted to look into other feasible and practical transportation options to connect the two counties consistent with the goals of the HDC at its December 20, 2018 meeting. Included in this planning process was a study of SR 18 and SR 138 between Palmdale and Victorville as potential east-west highway improvements.

The JPA indicated that the study should examine design concepts, potential impacts, and costs for improving mobility from Palmdale; following the SR 138, connecting to SR 18 just west of the Los Angeles/San Bernardino county line, and continuing to US 395. Although the widening of SR 138 will be completed in Los Angeles County in the near future, methods to enhance mobility on SR 138 through operational and signal improvements were considered to be a part of this effort as was preparation of a Project Study Report-Project Development Support (PSR-PDS) for SR 18 from SR 138 to US 395, as shown in Figure 1. This effort is collectively known as the “SR 18/138 Corridor Study” (Project), but the focus in San Bernardino County is only SR 18.

Figure 1: Project Location



Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

August 12, 2022

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In June 2020, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. 20-1002383 with the California Department of Transportation (Caltrans) to oversee the PSR-PDS for the widening of SR 18 from US 395 to SR 138 in Los Angeles County. At that time, the Board also approved Cooperative Agreement (Agreement) No. 19-1002228 with Metro for collaboration on the Project. The Agreement with Metro committed SBCTA to fund 50% (\$375,000) of the cost for consultant services to prepare the PSR-PDS, to be funded with Measure I 2010-2040 Victor Valley Subarea Project Development and Traffic Management Systems funds, for a total consultant project cost not-to-exceed \$750,000. The Agreement also committed SBCTA to accept a payment of \$125,000 from Metro to fund 50% of the cost of Caltrans oversight of the PSR-PDS.

As the Contract Manager, Metro issued a task order through the Metro Highway Program On-Call/Bench and awarded the Project to Parsons Corporation (prime consultant) and GPA Consulting (sub-consultant). The consultant team completed a Traffic Engineering Performance Assessment (TEPA), a Story Water Data Report, and prepared a draft PSR-PDS that addressed comments made by Metro, Caltrans, and SBCTA staff.

The draft PSR-PDS has evaluated two alternatives. Alternative 1 is the No-Build option, and Alternative 2 includes the addition of one lane in each direction along SR 18, plus a median and turn lanes at primary intersections. As indicated in the traffic analysis results from the TEPA, without the roadway improvements, future traffic operating conditions along the SR 18 will decline below acceptable levels of service. An analysis of crash data on SR 18 has also been conducted.

Under Alternative 2, SR 18 would be improved to provide: a uniform four-lane cross-section adding one (1) mixed flow lane in each direction of travel; providing a striped median; a two-way left-turn-lane in the median at appropriate locations; improving the outside shoulder to standard width; adding/extending left-turn and right-turn lanes as warranted; and constructing a new railroad crossing bridge for the eastbound direction of travel. The build alternative would also consider opportunities to incorporate the complete streets elements.

As for funding the project, it has not been determined if the project is eligible for Federal-aid funding. Determination will be based upon coordination with the Federal Highway Administration during the Project Approval/Environmental Document (PA/ED) phase. At this time, no funding sources have been identified. Table 1 below provides a summary of the capital outlay project estimates and Table 2 provides a summary of the support costs for Alternative 2, including PA/ED, Plans Specifications and Estimates (PS&E), right-of-way (ROW), construction management (CM), Caltrans support (Agency), and total costs in 2028 dollars.

Table 1: Project Cost Estimates: Current (2022) / Escalated (2028)

Construction	Right-of-Way	Support	Total Cost
\$131M / \$184M	\$47M / \$58M	\$70M / \$87M	\$248M / \$328M

Table 2: Support Cost: Current (2022) / Escalated (2028)

PA/ED	PS&E	ROW	CM	Agency	Total
\$8M - \$10M	\$18M / \$21M	\$12M / \$14M	\$21M / \$29M	\$11M / \$14M	\$70M / \$87M

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The draft PSR-PDS has been reviewed by SBCTA, Metro, and Caltrans. The consultant is expected to finalize the report in early fall. Approval of the PSR-PDS by Caltrans would position future progress on SR 18 to be funded and programmed, opening the door to the next logical step: environmental clearance. A likely scenario after environmental clearance would be to prioritize segments for future funding depending on need. But given this is a state highway, Caltrans would have much to say about the manner in which SR 18 is improved, given its current reluctance to support adding highway capacity.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee. An overview of the study was provided to the Transportation Technical Advisory Committee (TTAC), which includes local jurisdiction representatives from the Victor Valley, at the August 1, 2022 meeting.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Mountain-Desert Committee
Date: August 12, 2022

Witnessed By:

San Bernardino County Transportation Authority

SR 18 Improvements

SBCTA Mountain/Desert Policy Committee



August 12, 2022

PARSONS

1

Agenda

- SR 18 Corridor Overview
- Proposed Improvements
- Initial Traffic Analysis
- Preliminary Cost Estimate
- Next Steps



PARSONS

2

SR 18 Corridor Overview

PARSONS

3

SR 18 Corridor Overview

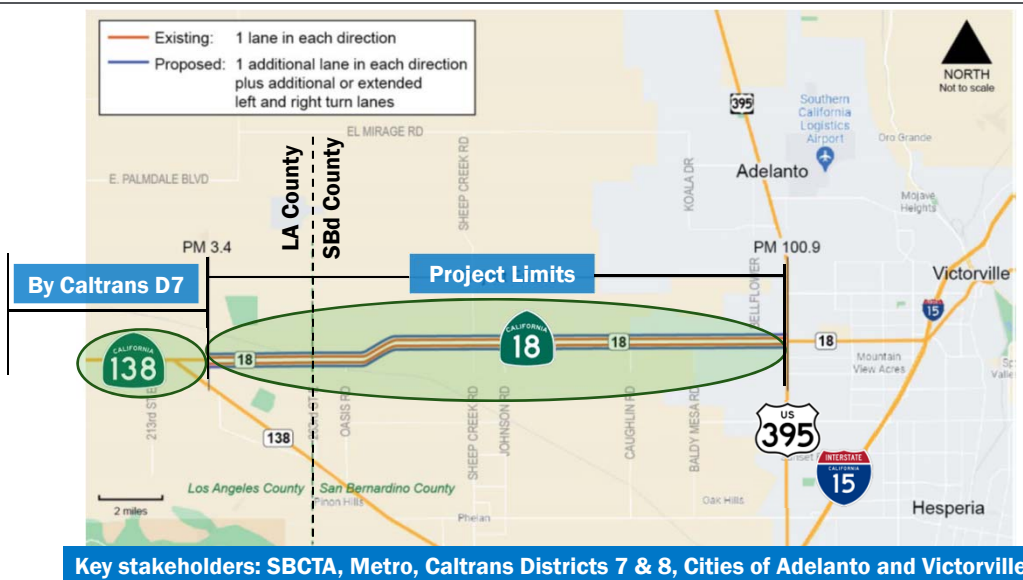


Current phase sponsored by Metro and SBCTA as funding partners

PARSONS

4

SR 18 Improvement Limits



PARSONS

5

SR 18 Improvements Goals consistent with local and state policies

- Improve safety, mobility & operations and increase trip reliability
- Enhance and connect the multimodal transportation network
- Provide interregional continuity and consistency along the corridor
- Reduce GHG emissions and promote east-west freight movement
- Promote equity by accommodating planned growth along the corridor

PARSONS

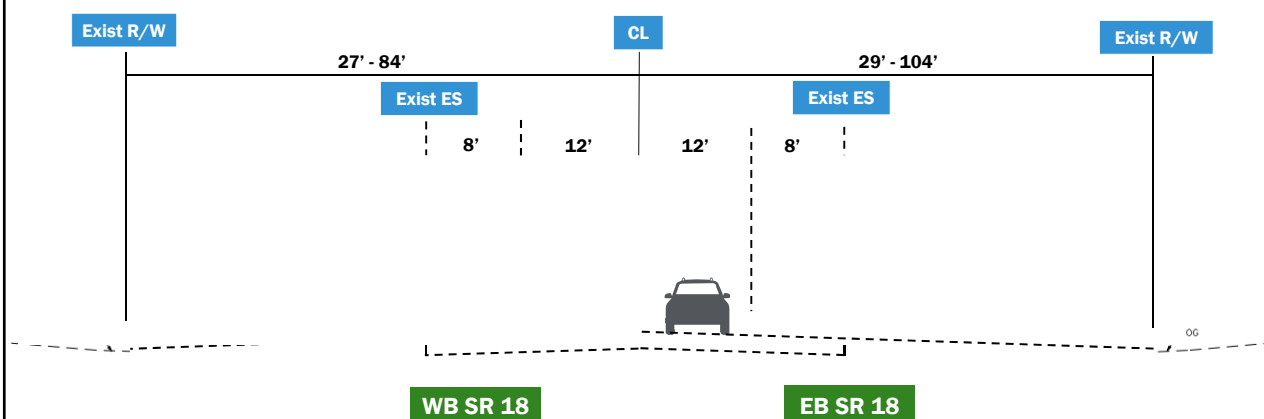
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Proposed Improvements

PARSONS

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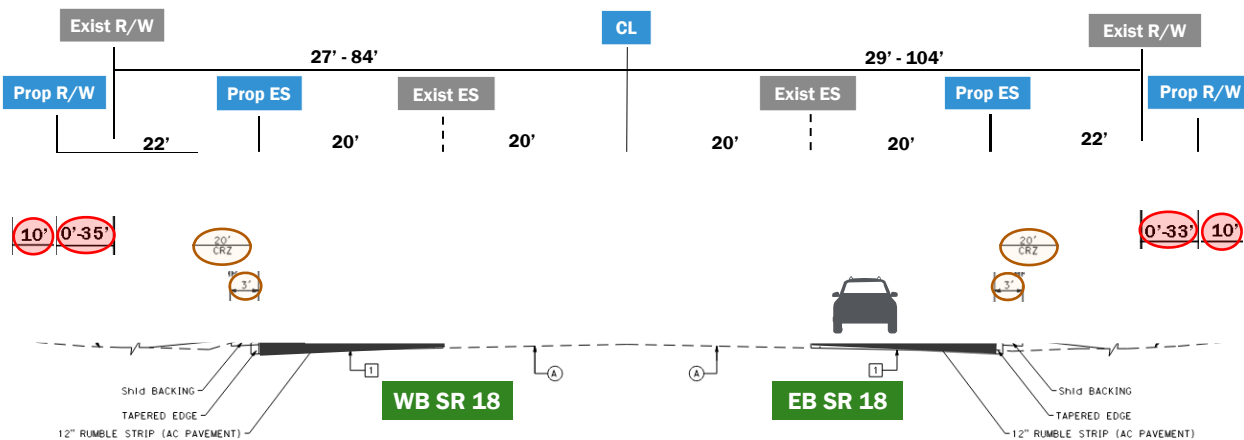
Existing Cross Section along SR 18 (No Build Alternative)



PARSONS

8

Proposed Cross Section along SR 18 (Build Alternative)



PARSONS

9

Proposed Improvements along SR 18 (Build Alternative)

- Complete Street Improvements
 - Class II Bike Lane between Baldy Mesa Rd and US 395 (3 miles length)
 - Reconstruct curb ramps (13)
 - Construct sidewalk gaps (7,800 lf)
 - Upgrade crosswalks
- Intersection Improvements (4 locations)
 - Left Turn lane extension
 - Right Turn lane extension

PARSONS

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Traffic Analysis

PARSONS

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Traffic Analysis along SR 18 in SBd County

- Collisions (Existing)
 - 30% higher than statewide average
 - Rear end & broadside account for 46% of total collisions
- Average Annual Growth Factor over 2020: 1.2% (population, employment, household)
- Average Daily Traffic (ADT)

ADT	2020 Base	2031 No-Build	2031 Build	2051 No-Build	2051 Build
SR-138 to Caughlin Rd	6,030	7,740	13,140	10,960	19,300
Caughlin Rd to US 395	22,760	25,500	39,390	31,110	47,620

- Daily Truck Percent of ADT

ADT	2020 Base	2031 No-Build	2031 Build	2051 No-Build	2051 Build
SR-138 to US 395	9% - 11%	10% - 14%	9% - 13%	12% - 16%	11% - 15%

PARSONS

12

[illegible]

Right-of-Way and Utilities

- **Right-of-Way**
 - Partial Fee Acquisition + Temporary Construction Easement (455 parcels)
 - Temporary Construction Easement Only (25 parcels)
- **Utility Relocations**

▪ SCE OH Poles (128)	Fire Hydrants (33)
▪ Traffic Signal Poles (20)	Cabinets (16)
▪ Water Meters (9)	Water Valves (59)
▪ Pull Boxes (41)	Manholes (6)

PARSONS

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Preliminary Cost Estimate

Items	Current 2022 (Millions)	Escalated 2028 (Millions)
Construction	\$131 (\$38 / \$93)	\$184 (\$54 / \$130)
Right-of-Way (ROW)	\$47 (\$10 / \$37)	\$58 (\$12 / \$46)
Support **	\$70 (\$19 / \$51)	\$87 (\$24 / \$63)
Total Project Cost	\$248 (\$67 / \$181)	\$328 (\$90 / \$238)

* Total Cost (Cost in LA County / Cost in SBd County)

** Includes Environmental Phase, Final Design, ROW Support, Construction Management and Agency Support Costs

Project Cost in SBd County accounts for 73% of Total Project Cost

PARSONS

15

Next Steps

- Finalize the PSR-PDS based on comments received
- Continue coordination with Caltrans on project implementation
- Identify logical segments or “early action” phases for improvement
- Determine appropriate timing and potential funding for environmental phase(s)
- Proceed with the project development phase

PARSONS

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Thank you

Minute Action

AGENDA ITEM: 6

Date: August 12, 2022

Subject:

Funding Agreement with San Bernardino County for Needles Highway Segment 1C Project

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

- A. Allocate \$8,500,000 in Federal Surface Transportation Program funds to San Bernardino County for the Needles Highway Segment 1C Project.
- B. Approve Project Funding Agreement No. 22-1002811 with San Bernardino County for the Right-of-Way and Construction Phases of the Needles Highway Segment 1C Project.

Background:

San Bernardino County (County) has requested a Project Funding Agreement in the amount of \$8,500,000 for the Right-of-Way (ROW) and Construction phases of the Needles Highway Segment 1C Project (Project). Needles Highway is a heavily traveled road used by trucks and tourists heading north towards Laughlin, Nevada from Needles, California. The Project will realign and reconstruct approximately 2.3 miles of Needles Highway between David Drive to 0.1 mile north of Not'cho Road. Drainage improvements and other appurtenant work will also be completed. The Colorado River Subarea jurisdictions have determined the Project to be the number one regional project priority in the Subarea.

In March 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved an Advanced Expenditure Agreement for an allocation of \$900,000 in Colorado River Subarea Measure I Major Local Highway Projects Program funds for the Environmental and Design phases of the Project to be reimbursed as funds become available. The Project is expected to undergo a revalidation of its environmental document, after which the County may begin work on the ROW phase. This Agreement will allow the County to work through the California Department of Transportation to access the allocated Federal Surface Transportation Program funds for the ROW and Construction phases, consistent with the 2021 Update to the 10-Year Delivery Plan. A detailed estimate of the project milestones through construction is included as Attachment A to the agreement.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: San Bernardino County Transportation Authority

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Approved
Mountain-Desert Committee
Date: August 12, 2022
Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

6.a

General Contract Information

Contract No: 22-1002811 Amendment No.: _____
 Contract Class: Payable Department: Fund Administration
 Vendor No.: 01908 Vendor Name: County of San Bernardino
 Description: Needles Hwy Segment 1C Funding Agreement
 List Any Related Contract Nos.: 22-1002711 (PE MSI AEA)

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

Contract Authorization

Board of Directors Date: 9/7/2022 Committee Item # _____

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A No Budget Adjustment N/A
 Funding Allocation

Accounts Payable

Estimated Start Date: 9/7/2022 Expiration Date: 12/31/2026 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

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

Marc Lucius

Andrea Zureick

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Agreement allocates \$8.5 million of federal STP funds that will not flow through SBCTA.

Attachment: 22-1002811.CSS [Revision 3] (8563 : Funding Agreement with San Bernardino County for Needles Highway Segment 1C Project)

PROJECT FUNDING AGREEMENT NO. 22-1002811

FOR

NEEDLES HIGHWAY, SEGMENT 1C PROJECT

(SAN BERNARDINO COUNTY)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and San Bernardino County (“COUNTY”). SBCTA and COUNTY are each a “Party” or collectively “Parties.”

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Colorado River Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Colorado River Subarea Major Local Highway Projects Program (“MLHP”) funds and other State and Federal funds available for allocation to priority projects in the Subarea; and

B. The Needles Highway, Segment 1C Project (“PROJECT”), from David Drive north to 0.1 mile north of Not’cho Road, located in the Needles area of the Measure I Colorado River Subarea, is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and

C. COUNTY has requested an allocation of \$8,500,000 for the right-of-way and construction phases of the PROJECT; and

D. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

E. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by SBCTA; and

NOW, THEREFORE, SBCTA and COUNTY agree to the following:

SECTION I

SBCTA AGREES:

1. To allocate up to a maximum of \$8,500,000 for those eligible PROJECT expenses that are incurred by COUNTY for the PROJECT as set forth in Attachment B to this AGREEMENT. SBCTA shall have no further responsibilities to provide any funding for the PROJECT exceeding this amount unless a written amendment to this AGREEMENT is signed by both Parties.

2. In the case that Measure I funds are allocated to the PROJECT, to reimburse COUNTY within 30 days after COUNTY submits an electronic copy of signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY up to the maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including providing backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of COUNTY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of allocated funds on eligible PROJECT expenses in an amount not to exceed \$8,500,000, unless this AGREEMENT is amended and approved increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA, State, and Federal guidelines.
3. In the case that State and Federal funds are allocated to the PROJECT, to secure all necessary State and Federal authorizations that are required before incurring eligible PROJECT expenditures.
4. To abide by all applicable SBCTA, COUNTY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
5. In the case that Measure I funds are allocated to the PROJECT, to prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to SBCTA as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection

and audit by representatives of SBCTA during normal business hours at COUNTY Department of Public Works. Copies will be made and furnished by COUNTY upon written request by SBCTA.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this AGREEMENT.
10. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY's receipt of notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due COUNTY from any source under SBCTA's control.
11. To include SBCTA in Project Development Team meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT.
12. In the case that Measure I funds are allocated to the PROJECT, as an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and COUNTY.
13. To include in all contracts between COUNTY and contractors for the PROJECT the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including Policy 40017 in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost shall be borne by COUNTY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. In the event COUNTY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, COUNTY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this AGREEMENT that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. COUNTY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as

defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. In the event COUNTY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, COUNTY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2026, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9, and 10 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated within twelve (12) months of the Effective Date of this AGREEMENT.
9. SBCTA may terminate this AGREEMENT if COUNTY fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
10. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
11. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
12. The AGREEMENT may be signed electronically in counterparts, each of which shall constitute an original.
13. This AGREEMENT is effective and shall be dated on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

SAN BERNARDINO COUNTY

By: _____
Art Bishop, President
Board of Directors

By: _____
Curt Hagman
Chairman

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Aaron Gest
Deputy County Counsel

Date: _____

Date: _____

ATTEST:

By: _____
Lynna Monell
Clerk of the Board

Attachment A

NEEDLES HIGHWAY, SEGMENT 1C PROJECT Description of Project and Milestones

Project Title			
Needles Highway, Segment 1C Project			
Location, Project Limits, Description, Scope of Work			
The Project is located on Needles Highway from David Drive north to 0.1 mile north of Not'cho Road. Scope of work includes realignment, reconstruction and drainage improvements.			
Project Milestone			Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase			2/15/2022
Circulate Draft Environmental Document	Document Type	IS/EA	Completed
Draft Project Report			Completed
End Environmental Phase (PA&ED Milestone)			6/30/2022 (Revalidation; NEPA completed 5/28/2014)
Begin Design (PS&E) Phase			12/1/2022
End Design Phase (Ready to List for Advertisement Milestone)			6/30/2024
Begin Right of Way Phase			12/11/2022
End Right of Way Phase (Right of Way Certification Milestone)			6/30/2024
Begin Construction Phase (Contract Award Milestone)			2/1/2025
End Construction Phase (Construction Contract Acceptance Milestone)			1/30/2026
Begin Closeout Phase			2/1/2026
End Closeout Phase (Closeout Report)			12/30/2026

ATTACHMENT B

NEEDLES HIGHWAY, SEGMENT 1C PROJECT

Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds⁽¹⁾ (Federal STP)	SAN BERNARDINO COUNTY Funds
ROW	\$500,000	\$500,000	-
CON	\$8,000,000	\$8,000,000	-
TOTAL	\$8,500,000	\$8,500,000	-

⁽¹⁾ SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), Local Partnership Program (LPP), or other funds without necessitating an amendment of this AGREEMENT. SBCTA share of funding can be moved between phases. SBCTA shall provide written notice of any change in source of funds.

Additional Information

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Daniel Ramos City of Adelanto		X										
Gabriel Reyes (Alternate) City of Adelanto				X								
Art Bishop Town of Apple Valley		X	X	X	X							
Paul Courtney City of Barstow		X	X	X								
Rick Herrick City of Big Bear Lake		X	X	X								
Rebekah Swanson City of Hesperia		X		X	X							
Ed Paget City of Needles			X		X							
Joel Klink City of Twentynine Palms		X	X	X	X							
Debra Jones City of Victorville		X	X	X	X							
Rick Denison Town of Yucca Valley		X	X	X	X							
Paul Cook County of San Bernardino		X	X	X	X							
Janice Rutherford County of San Bernardino		X										
Dawn Rowe County of San Bernardino		X			X							

Communication: Attendance (Additional Information)

X = Member attended meeting * = Alternate member attended meeting Empty box = Member did not attend meeting Crossed out box = Not a Board Member at the time Shaded box = No meeting

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

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

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