

AGENDA
Board of Directors Meeting
June 7, 2023

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

*****Convene Regular Meeting immediately following Closed Session*****

LOCATION:
San Bernardino County Transportation Authority
First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATIONS:

City Council Chambers
1111 Bailey Ave.
Needles, CA 92363

Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

Board of Directors

President

Art Bishop, Council Member
Town of Apple Valley

Vice-President

Dawn Rowe, Supervisor
County of San Bernardino

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Sylvia Robles, Council Member
City of Grand Terrace

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

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

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Rudy Zuniga, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

Bobby Duncan, Mayor Pro Tem
City of Yucaipa

Rick Denison, Mayor
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

Board of Directors

June 7, 2023

*****10:00 a.m. (CLOSED SESSION)*****

1170 W. 3rd St., 2nd Fl. (The Super Chief) San Bernardino, CA

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) -- 6 cases

- a. SBCTA--In re: Lumbermen's Mutual Casualty Company, In Liquidation*
Office of Special Deputy Receiver, Docket No. 12 CH 24227
Circuit Court of Cook County, Illinois
- b. SBCTA--Pulice Construction, Inc. v. SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2020473
- c. SBCTA--SBCTA v. The Lane-Security Paving Joint Venture*
San Bernardino Superior Court Case No. CIVSB 2305070
- d. SBCTA--John Enright v. Metrolink, SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB 2223699
- e. SBCTA--SBCTA v. Kuzina Development, LLC*
San Bernardino Superior Court Case No. CIVDS 1829991
- f. SBCTA--Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*
Fresno Superior Court Case No. 22CECG01224

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: General Counsel

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Art Bishop, Board President

Unrepresented Employee: General Counsel

**** Convene Regular Meeting immediately following Closed Session ****

1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATIONS:

Needles City Council Chambers, 1111 Bailey Ave., Needles, CA 92363

Hesperia City Council Chambers, 9700 Seventh Avenue, Hesperia, CA 92345

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 ***“Meeting Procedures”*** 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
Calendar of Events
- iv. Agenda Notices/Modifications

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

Pg. 18

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

2. April 2023 Procurement Report

Pg. 20

Receive the April 2023 Procurement Report.

Presenter: Shaneka Morris

This item was received by the General Policy Committee on May 10, 2023.

3. Measure I Revenue

Pg. 36

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

Presenter: Lisa Lazzar

This item was received by the General Policy Committee on May 10, 2023.

4. Employer Retirement Contribution Advance Payment

Pg. 38

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

Authorize an advance payment of \$3,717,420 to the San Bernardino County Employees' Retirement Association by July 10, 2023, for San Bernardino County Transportation Authority's estimated annual retirement contribution for Fiscal Year 2023/2024.

Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023.

5. Revise Policy No. 10052 - Rules for Addressing the Board of Directors & Policy Committees

Pg. 42

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

A. Approve revisions to Policy No. 10052 - Rules for Addressing the Board of Directors & Policy Committees, and update Meeting Procedures and Rules of Conduct in accordance with revised Policy No. 10052.

B. Adopt Revised General Practices for Conducting Meetings of Board of Directors and Policy Committees.

Presenter: Julianna Tillquist

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023, as modified on the record to add three words to the General Practices for Conducting Meetings of Board of Directors and Policy Committees to make clear that, in addition to roll call voting at all teleconferenced meetings, roll call voting may be used at non-teleconferenced meetings upon demand of five representatives present or at the discretion of the presiding officer. SBCTA General Counsel has reviewed this item and the proposed revised Policy, Procedures and General Practices.

6. Renewal of Annual Insurance Policies

Pg. 57

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

A. Authorize the Risk Manager to approve and execute binding insurance coverage for the existing coverages and limits through the policies and premiums up to 10% over the estimate of \$744,696, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$819,166, for the period of July 1, 2023 through June 30, 2024.

B. Authorize the Risk Manager to approve and execute binding insurance coverage for the Express Lanes through the policies and premiums up to 10% over the estimate of \$857,000, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$942,700, for the period of December 2023* through June 30, 2024. Coverage will be effective upon completion, in compliance with California Department of Transportation minimum requirements.

C. Authorize the issuance of Purchase Orders to process payments for securing the insurance policies.

* Start date for Express Lane coverage will be the date the Express Lanes are completed and may be later than December 2023.

Presenter: Steven Keller

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item.

- 7. Resolution No. 23-041 to Utilize the National Incident Management System as the Official Incident Management System** Pg. 61
- That the Board, acting as the San Bernardino County Transportation Authority:
- Adopt Resolution No. 23-041 authorizing the National Incident Management System as the official incident management system for San Bernardino County Transportation Authority.
- Presenter: Steven Keller**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft resolution.**
- 8. Teleconference Locations for Brown Act Meetings** Pg. 65
- Receive an update on teleconference locations for Brown Act meetings.
- Presenter: Marleana Roman**
- This item was received by the General Policy Committee on May 10, 2023. SBCTA General Counsel has reviewed this item.**
- 9. Board Presidential Appointments on Southern California Association of Governments Policy Committee** Pg. 69
- Note the presidential appointment for Mayor Paul Courtney, City of Barstow, and Council Member Art Bishop, Town of Apple Valley, to serve on the Southern California Association of Governments (SCAG) Energy and Environment Policy Committee.
- Presenter: Marleana Roman**
- This item has not received prior policy committee or technical advisory committee review.**
- Consent - Project Delivery**
- 10. Construction Contract Change Orders to On-Going Construction Contracts** Pg. 71
- Receive and file Change Order Report.
- Presenter: Timothy Byrne**
- This item was received by the Board of Directors Metro Valley Study Session on May 11, 2023.**
- 11. Interstate 10 Contract I Landscape Design Award Contract No. 23-1002903** Pg. 87
- That the Board, acting as the San Bernardino County Transportation Authority:
- A. Approve the award of Contract No. 23-1002903 with EXP U.S. Services, Inc., for the Interstate 10 Contract 1 Landscape Design Project, in an amount not-to-exceed \$1,354,134.55.
- B. Approve a contingency amount for Contract No. 23-1002903 of \$135,413.46, and authorize the Executive Director, or his designee, to release contingency as necessary for the project.
- Presenter: Juan Lizarde**
- 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 May 11, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**

12. Interstate 10 Corridor - Contract 1 Construction Update

Pg. 142

Receive and file the Interstate 10 Corridor - Contract 1 Construction Update.

Presenter: Khalid Bazmi

This item was received by the Board of Directors Metro Valley Study Session on May 11, 2023.

Consent - Regional/Subregional Planning

13. Transportation Development Act Article 3: Redlands Scope Reduction Requests

Pg. 146

That the Board, acting as the San Bernardino County Transportation Authority, approve the following scope reductions for the City of Redlands' Transportation Development Act (TDA) Article 3 awards:

A. Fiscal Year (FY) 2013/2014 Orange Blossom Trail Phase III: remove construction of a Class I path between Bryn Mawr Avenue and California Street with a return in the amount of roughly \$140,000 to the TDA Article 3 program.

B. FY 2017/2018 East Valley Corridor Bike Route Interconnect: change Class I on Alabama Street to Class II with a buffer plus other modifications with a return in the amount of \$155,754.14 to the TDA Article 3 program.

Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023.

Consent - Transit

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

Pg. 154

Receive and file Change Order Report.

Presenter: Victor Lopez

This item was received by the Transit Committee on May 11, 2023.

15. Amendment No. 3 to Contract No. 16-1001409 for On-Call Railroad Maintenance of Way Services

Pg. 156

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

Approve Amendment No. 3 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc., for On-Call Railroad Property Maintenance of Way Services, to extend the contract six (6) months, through December 31, 2023, and to increase the contract amount by \$414,822, for a new not-to-exceed total of \$6,195,000.

Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

16. Release of Request for Proposals No. 23-1002958 for Vanpool Vehicle Providers

Pg. 162

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

Approve release of Request for Proposals No. 23-1002958 for Vanpool Vehicle Providers for SBCTA's Vanpool Subsidy Program.

Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

17. Omnitrans Short Range Transit Plan Fiscal Year 2023-2030

Pg. 164

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

A. Receive and file a presentation on the Omnitrans Short Range Transit Plan.

B. Approve the Omnitrans Short Range Transit Plan for Fiscal Year 2023-2030.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023.

18. San Bernardino County Quarterly Multimodal Update Fiscal Year 2022/2023 Second Quarter

Pg. 334

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2022/2023.

Presenter: Nancy Strickert

This item was received by the Transit Committee on May 11, 2023.

19. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink Service

Pg. 363

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

A. Approve the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2023/2024, with a total SBCTA annual subsidy totaling ~~\$47,317,986~~ **\$46,859,778** for: Operating assistance in the amount of ~~\$29,264,114~~ **\$28,892,306**, State of Good Repair (formerly referred to as Rehabilitation) assistance in the amount of \$15,050,752, and New Capital assistance in the amount of ~~\$3,003,120~~ **\$2,916,720**.

B. Approve the SCRRA Fiscal Year 2023/2024 Working Capital Long Term Loan Request in the amount of \$5,330,000, contingent on the development and subsequent approval of an associated policy by the SCRRA Board of Directors and concurrence from all five Member Agencies.

C. Approve the funding allocations to support funding for Recommendation A, totaling ~~\$47,317,986~~ **\$46,859,778**, to fund SBCTA's annual subsidy of the FY 2023/2024 Budget: ~~\$29,264,114~~ **\$28,892,306** of Valley Local Transportation Funds (LTF), ~~\$2,198,902~~ **\$2,112,502** of State Transit Assistance-Operator (STA-Op) funds, \$15,559,586 of Federal Transit Administration, Section 5337 funds, and \$295,384 of Senate Bill 1 State of Good Repair-Operator (SB1 SGR-Op) funds.

D. Approve the funding allocation to support funding for Recommendation B, totaling \$5,330,000 of Valley LTF to fund SBCTA's share of the FY 2023/2024 Working Capital Long Term Loan.

E. Approve a budget amendment to the Fiscal Year 2023/2024 Budget, Task No. 0314 Transit Operations, by ~~\$4,264,114~~ **\$3,892,306** in Valley LTF and by ~~\$2,198,902~~ **\$2,112,502** in STA-Op funds for a total net increase of ~~\$6,463,016~~ **\$6,004,808**.

F. Approve replacing \$495,652 of STA-Op funding, previously budgeted and allocated as part of the FY 2018/2019 Budget, with \$495,652 of SB1 SGR-Op funds, for a no-net increase for that fiscal year.

Presenter: Rebekah Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023.

- 20. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Arrow Service** Pg. 450

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

A. Approve the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for the first quarter of Fiscal Year (FY) 2023/2024 for Arrow service operations, in the amount of \$6,239,915.

B. Approve the funding allocation to support funding for Recommendation A, totaling \$6,239,915, to fund SBCTA's first quarter subsidy of the FY 2023/2024 Budget using Measure I Valley Metrolink/Rail Service Program funds.

Presenter: Rebekah Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023.

- 21. Zero Emission Multiple Unit Delivery Update and Testing at the Transportation Technology Center** Pg. 455

Receive and file an update on the Zero Emission Multiple Unit vehicle and testing at the Transportation Technology Center in Pueblo, Colorado.

Presenter: Joy Buenaflor

This item was received by the Transit Committee on May 11, 2023.

Consent - Legislative/Public Outreach

- 22. Federal Legislative Update** Pg. 458

Receive and file the May 2023 Federal Legislative Update.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on May 10, 2023.

- 23. State Legislative Update** Pg. 460

Receive and file the May 2023 State Legislative Update.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on May 10, 2023.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Administrative Matters

- 24. Election of Officers for Fiscal Year 2023/2024** Pg. 491

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

A. Receive Nominating Committee recommendations for Board President and Vice President.

B. Conduct elections for Board President and Vice President.

Presenter: Art Bishop

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

25. Executive Director Employment Contract Amendment

Pg. 493

Approve Amendment No. 9 to Employment Contract No. C12222 with Executive Director Raymond W. Wolfe.

Presenter: Art Bishop

The increase to the Executive Director's annual compensation was reviewed and recommended by the Board of Directors in Closed Session on May 3, 2023. SBCTA General Counsel has reviewed this item and the draft amendment.

26. SBCTA Proposed Fiscal Year 2023/2024 Budget

Pg. 496

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

A. Conduct the Public Hearing for the Fiscal Year 2023/2024 Proposed Budget; and

B. Adopt the SBCTA Fiscal Year 2023/2024 Budget; and

C. Approve the Fiscal Year 2023/2024 Budget Action Plan.

The Proposed Fiscal Year 2023/2024 Annual Budget is being provided as a separate attachment.

Presenter: Hilda Flores

The proposed budget was presented for review at the Board of Directors Budget Workshop held during the Board meeting on May 3, 2023. Since the workshop, minor and non-material changes have been made to the proposed budget document. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.

27. Appropriations Limitation for Fiscal Year 2023/2024

Pg. 503

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

Adopt Resolution No. 23-047 establishing an appropriations limit of \$1,610,367,270 for Fiscal Year 2023/2024.

Presenter: Hilda Flores

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its June 7, 2023, meeting, in conjunction with the adoption of the Fiscal Year 2023/2024 Budget. SBCTA General Counsel has reviewed this item and the draft resolution.

28. Award Contract No. 23-1002932 for Banking and Credit Card Services

Pg. 509

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

A. Authorize the Executive Director, or his designee, to finalized and execute Contract No. 23-1002932, upon approval as to form by SBCTA General Counsel, with Wells Fargo Bank, N.A., for Banking and Credit Card Services, for an amount not-to-exceed \$25,000 for three years, with two one-year options.

B. Authorize the Executive Director, or his designee, to execute any other documents, agreements and amendments necessary for Wells Fargo Bank, N.A.'s continued provision of services, on or after the Effective Date of Contract No. 23-1002932, upon approval as to form by SBCTA General Counsel, and to otherwise act on behalf of SBCTA with respect to Contract No. 23-1002932 and the services provided pursuant to it.

Presenter: Hilda Flores

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

Discussion - Air Quality/Traveler Services

29. Amendment No. 4 to Contract No. 18-1001930 with Knightscope, Inc. for Call Box Maintenance Services

Pg. 513

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

A. Approve Amendment No. 4 to Contract No. 18-1001930 with Knightscope, Inc., to extend the term by three months through September 30, 2023.

B. Approve a waiver of the five-year maximum contract term for Contract No. 18-1001930, as defined in Policy No. 11000, to allow Knightscope, Inc., to continue to provide Call Box Maintenance Services.

Presenter: Cheryl Chesnut

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

30. Award Contract No. 22-1002819 for Freeway Service Patrol for I-10 Express Lanes Segment No. 1

Pg. 518

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

A. Award Contract No. 22-1002819 to Carpe Carma LLC DBA Pomona Valley Towing for Freeway Service Patrol (FSP) Beat Interstate 10 Express Lanes Segment No. 1, through March 31, 2029, for a not-to-exceed amount of \$1,742,556 for Express Lanes FSP services.

B. Approve a contract contingency for a not-to-exceed-amount of \$174,255 for Contract No. 22-1002819 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

Presenter: Cheryl Chesnut

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

Discussion - Project Delivery

31. Mount Vernon Viaduct - Release Request for Proposals

Pg. 570

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

Authorize the Executive Director, or his designee, to release Request for Proposals (RFP) No. 23-1002971 for Project Construction Management Services for the Mount Vernon Viaduct Project, subject to finalization of the RFP package and approval as to form by SBCTA General Counsel.

Presenter: Kristi Harris

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

32. Amendment No. 2 to Contract No. 18-1001811 for State Route 60 Central Avenue with Dynamic Engineering Services, Inc.

Pg. 592

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

Approve Amendment No. 2 to Contract No. 18-1001811 with Dynamic Engineering Services, Inc. for Construction Management Services, to increase the contract amount by \$422,615.83 for a revised contract total of \$3,938,342.63.

Presenter: Kristi Harris

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

33. Interstate 15 Corridor Freight and Express Lanes Construction and Maintenance Agreement with Southern California Regional Rail Authority

Pg. 597

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

Approve Agreement No. 23-1002938 between Southern California Regional Rail Authority and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of Interstate 15 Corridor Freight and Express Lanes Project at the Rochester Avenue Overhead in the amount of \$1,148,125.

Presenter: Sal Chavez

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

Discussion - Transit

34. Award Contract No. 23-1002961 for AMF H2 Upgrade Project - Procurement of Major Equipment

Pg. 750

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

A. Award Contract No. 23-1002961 for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Procurement of Major Equipment to Proterra Builders, Inc., in the amount of \$562,802.11.

B. Approve a contingency of 10 percent of the contract amount, for an amount not-to-exceed \$56,280.21 for Contract No. 23-1002961, and authorize the Executive Director, or his designee, to release contingency as necessary for the procurement of major equipment.

Presenter: Joy Buenaflor

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

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Committee Membership

Representatives on SCAG Committees

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Appointments to External Agencies

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Committee Membership

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Mission Statement

Mission Statement

Pg. 792

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



Important Dates to Remember...

June 2023

SBCTA Meetings – Cancelled: SCAG Delegates Briefing
I-10/I-15 Corridor Joint Sub-Committee

SBCTA Meetings – Scheduled:

General Policy Committee	June 14	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	June 14	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	June 15	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	June 15	Immediately following TC	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	June 16	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

None			
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For additional information, please call SBCTA at (909) 884-8276

Minute Action

AGENDA ITEM: 1

Date: June 7, 2023

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
11	23-1002903	EXP U.S. Services, Inc. <i>Khalil Saba, Principal-In-Charge</i>	Michael Baker International Epic Land Solutions, Inc.
13	N/A	City of Redlands	None
15	16-1001409-03	Joshua Grading & Excavating <i>Muriel Craft</i>	None
17	N/A	Omnitrans	None
19	Allocation	Southern California Regional Rail Authority	None
20	Allocation	Southern California Regional Rail Authority	None
25	C12222-09	Raymond W. Wolfe	None
28	23-1002932	Wells Fargo Bank, N.A. <i>Jamie Oconnel</i> <i>Vice President</i>	None
29	18-1001930-04	Knightscope, LLC <i>Mallorie S. Burak</i> <i>William Santana</i>	None
30	22-1002819	Carpe Carma LLC dba Pomona Valley Towing <i>Marc W. Weiss</i>	None

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

Board of Directors Agenda Item

June 7, 2023

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32	18-1001811-02	Dynamic Engineering Services, Inc. Chia-Chi Wang	David Evans and Associates, Inc. Transsystems Corporation Twining, Inc. ZT Consulting Group, Inc.
33	23-1002938	Southern California Regional Rail Authority	None
34	23-1002961	Proterra Builders, Inc. <i>Steven S. Richardson</i>	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: June 7, 2023

Subject:

April 2023 Procurement Report

Recommendation:

Receive the April 2023 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2023. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors.

Lastly, the Board of Directors authorized CityCom Real Estate Services, Inc. (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- One (1) new contract was executed in the amount of \$43,200.
- Four (4) contract amendments were executed in the amount of \$2,000,000.
- One (1) CTO was executed for a total cost of \$8,224.70.
- Twelve (12) CTO amendments were executed in the amount of \$777,801.74.
- No contingency amendments were executed.
- Seven (7) purchase orders were executed in the amount of \$26,690.
- One (1) purchase order amendment was executed in the amount of \$13,960.54.
- No RFPs were released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- No new purchase orders were executed.

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

Board of Directors Agenda Item

June 7, 2023

Page 2

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, General Counsel, and/or CityCom during the month of April 2023 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on May 10, 2023.

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A**April 2023 Contract Actions****New Contracts Executed:**

Contract No.	Description of Services	Vendor Name	Contract Amount
23-1002828	Sharepoint Support Services	Agiline Software, LLC	\$43,200.00

Attachment A

April 2023 Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (Include a Description of the Amendment)	Vendor Name	Contract History	Contract Amount
18-1001823 No.1	To increase the not-to-exceed amount and to exercise the first one-year option to extend the contract term through March 31, 2024 for On Call Right-of-Way and other Specialty Related Services.	Bender Rosenthal, Inc.	Original	\$1,500,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$500,000.00
			Total Contract Amount	\$2,000,000.00
18-1001906 No. 1	To increase the not-to-exceed amount and to exercise the first one-year option to extend the contract term through March 31, 2024 for On Call Right-of-Way and other Specialty Related Services.	Property Specialists, Inc.	Original	\$1,500,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$500,000.00
			Total Contract Amount	\$2,000,000.00
18-1001907 No. 1	To increase the not-to-exceed amount and to exercise the first one-year option to extend the contract term through March 31, 2024 for On Call Right-of-Way and other Specialty Related Services.	Epic Land Solutions, Inc.	Original	\$1,500,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$500,000.00
			Total Contract Amount	\$2,000,000.00
18-1001909 No. 1	To increase the not-to-exceed amount and to exercise the first one-year option to extend the contract term through March 31, 2024 for On Call Right-of-Way and other Specialty Related Services.	Overland Pacific and Cutler, LLC	Original	\$1,500,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$500,000.00
			Total Contract Amount	\$2,000,000.00

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
20-1002377 CTO 12	Vandermost Consulting Services Inc.	SR 210 Waterman: Biological surveys and monitoring for geotech.	\$3,000,000.00 (available \$2,363,790.33)	Original	\$8,224.70
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$8,224.70

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April Contract Task Order Actions

Contract Task Order (CTO) Amendments Executed:

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
18-1001823 CTO 11.3	Bender Rosenthal, Inc.	To extend the term through March 31, 2024 for I-215 University Parkway ROW Services.	\$8,000,000.00 (available \$4,985,382.48) Shared with Property Specialist, Inc. (18- 1001906), Epic Land Solutions, Inc. (18- 1001907), and Overland Pacific & Cutler LLP (18- 1001909)	Original	\$117,834.74
				Prior Amendments	\$112,637.00
				Current Amendment	\$0.00
				Total CTO Amount	\$230,471.74
18-1001907 CTO 3.2	Epic Land Solutions, Inc.	To extend the term through March 31, 2024 for Remedial Services for Demetri Property I-215 Barton.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal, Inc. (18- 1001823), Property Specialist, Inc. (18- 1001906), and Overland Pacific & Cutler LLP (18- 1001909)	Original	\$55,111.89
				Prior Amendments	\$29,850.00
				Current Amendment	\$0.00
				Total CTO Amount	\$84,961.89

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April Contract Task Order Actions

Contract Task Order (CTO) Amendments Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
18-1001907 CTO 4.2	Epic Land Solutions, Inc.	To extend the term through March 31, 2024 for SR 210 Base Line Acquisition and Utility Relocation.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal, Inc. (18- 1001823), Property Specialist, Inc. (18- 1001906), and Overland Pacific & Cutler LLP (18- 1001909)	Original	\$109,093.24
				Prior Amendments	\$27,450.00
				Current Amendment	\$0.00
				Total CTO Amount	\$136,543.24
18-1001907 CTO 6.1	Epic Land Solutions, Inc.	To extend the term through March 31, 2024 for SR 60 Central Utility GPR Potholing and Coordination.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal, Inc. (18- 1001823), Property Specialist, Inc. (18- 1001906), and Overland Pacific & Cutler LLP (18- 1001909)	Original	\$79,253.25
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$79,253.25
18-1001907 CTO 7.2	Epic Land Solutions, Inc.	To extend the term through March 31, 2024 for SR 60 Archibald ROW Services.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal, Inc. (18- 1001823), Property Specialist, Inc. (18- 1001906), and Overland Pacific & Cutler LLP (18- 1001909)	Original	\$76,690.00
				Prior Amendments	\$35,612.00
				Current Amendment	\$0.00
				Total CTO Amount	\$112,302.00

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April Contract Task Order Actions

Contract Task Order (CTO) Amendments Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
18-1001907 CTO 12.1	Epic Land Solutions, Inc.	To extend the term through March 31, 2024 for I-215 Barton Road Surplus Parcels.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal, Inc. (18- 1001823), Property Specialist, Inc. (18- 1001906), and Overland Pacific & Cutler LLP (18- 1001909)	Original	\$208,702.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$208,702.00
18-1001907 CTO 13.1	Epic Land Solutions, Inc.	To extend the term through March 31, 2024 for ROW Services for I-10 Mount Vernon.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal, Inc. (18- 1001823), Property Specialist, Inc. (18- 1001906), and Overland Pacific & Cutler LLP (18- 1001909)	Original	\$219,293.31
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$219,293.31
18-1001909 CTO 8.2	Overland Pacific and Cutler LLP	To extend the term through March 31, 2024 for I-215 Barton Utilities and Appraisal Services.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal, Inc. (18- 1001823), Property Specialist, Inc. (18- 1001906), and Epic Land Solutions, Inc. (18-1001907)	Original	\$126,486.40
				Prior Amendments	\$10,000.00
				Current Amendment	\$0.00
				Total CTO Amount	\$136,486.40

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April Contract Task Order Actions

Contract Task Order (CTO) Amendments Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
19-1002008 CTO 3.2	Overland Pacific and Cutler LLP	To increase not-to-exceed amount and extend completion date through June 30, 2026 for West Valley Connector Project Segment 1 Right-of-Way Services	\$7,500,000.00 (available \$2,175,332.53) Shared with Epic Land Solutions, Inc. (18-1001924), Bender Rosenthal, Inc. (19-1002007), and Paragon Partners Consultants, Inc. (19-1002009)	Original	\$477,986.58
				Prior Amendments	\$105,666.76
				Current Amendment	\$51,981.67
				Total CTO Amount	\$635,635.01
19-1002007 CTO 3.2	Bender Rosenthal, Inc.	To increase not-to-exceed amount and extend completion date through June 30, 2026 for West Valley Connector Project Segment 2 Right-of-Way Services	\$7,500,000.00 (available \$2,175,332.53) Shared with Epic Land Solutions, Inc. (18-1001924), Overland Pacific & Cutler LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)	Original	\$550,307.25
				Prior Amendments	\$65,283.19
				Current Amendment	\$25,043.07
				Total CTO Amount	\$640,633.51
19-1002009 CTO 3.2	Paragon Partners Consultants Inc.	To extend completion date through June 30, 2026 for West Valley Connector Project Segment 3 Right-of-Way Services	\$7,500,000.00 (available \$2,175,332.53) Shared with Epic Land Solutions, Inc. (18-1001924), Bender Rosenthal, Inc. (19-1002007), and Overland Pacific & Cutler LLC (19-1002008)	Original	\$1,080,067.55
				Prior Amendments	\$1,025,395.00
				Current Amendment	\$0.00
				Total CTO Amount	\$2,105,462.55

Attachment A

April Contract Task Order Actions

Contract Task Order (CTO) Amendments Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
18-1001924 CTO 3.1	Epic Land Solutions, Inc.	To increase not-to-exceed amount and extend completion date through June 30, 2026 for West Valley Connector Project Segment 4 Right-of-Way Services	\$7,500,000.00 (available \$2,175,332.53) Shared with Bender Rosenthal, Inc. (19-1002007), Overland Pacific & Cutler LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)	Original	\$1,196,056.11
				Prior Amendments	\$0.00
				Current Amendment	\$700,777.00
				Total CTO Amount	\$1,896,833.11

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April 2023 Contingency Released Actions

Contingency Released Executed:

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Contract History	Contract Amount
None			Original	\$0.00
			Prior Amendments	\$0.00
			Prior Contingencies	\$0.00
			Current Contingency	\$0.00
			Amended Contract Amount	\$0.00

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April 2023 Purchase Order Actions

Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
4002354	04/11/2023	Rancho Cucamonga Quakes	Ont Connect Marketing	\$3,000.00
4002355	04/11/2023	CDW Government LLC	Duo Two-Factor Authentication	\$4,043.25
4002356	04/11/2023	CDW Government LLC	5X Copies MS Visio	\$1,082.05
4002357	04/11/2023	Wells Fargo Bank N.A.	Zoom Conference Renewal	\$3,598.20
4002360	04/17/2023	UCR Forecast, LLC	Economist to present at City County Conference	\$9,000.00
4002362	04/28/2023	CDW Government LLC	Upgrade MS 365 Licensing to G3	\$5,162.40
4002363	04/28/2023	Calolympic Safety	Vests for FSP California Highway Patrol	\$804.10

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment A

April 2023 Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Purchase Order History	Purchase Order Amount
4002268 No. 1	Neogov Annual Software Renewal	Neogov	Original	\$14,493.24
			Prior Amendments	\$0.00
			Current Amendment	\$13,960.54
			Amended PO Amount	\$28,453.78

Attachment: April 2023 Procurement Report Attachment A (9654 : April 2023 Procurement Report)

Attachment B**April 2023 RFP's, RFQ's and IFB's****Release of RFP's, RFQ's and IFB's**

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

Attachment: April 2023 Procurement Report Attachment B (9654 : April 2023 Procurement Report)

Attachment C

April 2023 CityCom's Issued Contracts

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
None			

Attachment: April 2023 Procurement Report Attachment C (9654 : April 2023 Procurement Report)

Attachment C

April 2023 CityCom's Issued Purchase Orders

New Purchase Orders Executed:

PO No.	Vendor Name	Description of Services	PO Dollar Amount
None			

Minute Action

AGENDA ITEM: 3

Date: June 7, 2023

Subject:

Measure I Revenue

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of March 31, 2023, were \$2,194,618,243.

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

Measure I revenue for the 2022/2023 Fiscal Year Budget was estimated to be \$250,000,000. Actual Measure I receipts for Fiscal Year 2022/2023 January through March are \$66,140,449, in comparison to \$64,329,895 received during the quarter ending March 2021/2022, with an increase of 2.81%.

Financial Impact:

Measure I revenues for the third quarter of Fiscal Year 2022/2023 exceeded prior years' collections.

Reviewed By:

This item was received by the General Policy Committee on May 10, 2023.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	0	196,950,471	\$2,194,618,243
% Increase Over 21/22	0.75%	8.23%	2.81%			

Attachment: MSI Receipts (9627 : Measure I Revenue - 3rd Qtr Fiscal Year 2022/2023)

Minute Action

AGENDA ITEM: 4

Date: June 7, 2023

Subject:

Employer Retirement Contribution Advance Payment

Recommendation:

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

Authorize an advance payment of \$3,717,420 to the San Bernardino County Employees' Retirement Association by July 10, 2023, for San Bernardino County Transportation Authority's estimated annual retirement contribution for Fiscal Year 2023/2024.

Background:

San Bernardino County Transportation Authority (SBCTA) can take advantage of a savings by advancing payment of the estimated annual retirement contribution to the San Bernardino County Employees' Retirement Association (Board of Retirement), provided that the payment is received by July 10, 2023. The cost of retirement is included in the Proposed Fiscal Year 2023/2024 Budget as a fringe cost. Fringe costs are allocated to funds where salary expenditures are recorded. The funds supporting salaries and fringe include various Measure I programs, Local Transportation Funds, Service Authority for Freeway Emergencies, Express Lanes Operations, and Council of Governments.

The prepaid amount is discounted by the Board of Retirement resulting in savings benefiting SBCTA. The estimated retirement cost for Fiscal Year 2023/2024 is \$3,839,525. The discount amount is calculated at \$122,105, resulting in a retirement contribution of \$3,717,420. SBCTA staff will annually request the Board of Directors' approval to prepay the retirement contribution resulting in savings to SBCTA.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority



Molly Calcagno, ASA, MAAA, EA
Senior Actuary
T 415.263.8254
mcalcagno@segalco.com

180 Howard Street, Suite 1100
San Francisco, CA 94105-6147
segalco.com

Via Email

April 18, 2023

Ms. Debby Cherney
Chief Executive Officer
San Bernardino County Employees' Retirement Association
348 W Hospitality Lane, Third Floor
San Bernardino, CA 92415-0014

**Re: San Bernardino County Employees' Retirement Association (SBCERA)
San Bernardino County Transportation Authority (SBCTA) Employer Contributions
Prepayment for Fiscal Year 2023-2024 on July 10, 2023**

Dear Debby:

We understand that SBCTA intends to prepay a portion of their total contributions on July 10, 2023 with a prepayment amount of \$3,717,419.77 applied to the 25 biweekly periods starting from July 24, 2023. As requested by SBCERA, we have calculated the equivalent biweekly contribution based on this prepayment scenario for SBCTA based on the 25 biweekly payroll periods for fiscal year 2023-2024.

As shown on Exhibit A, we determined that if SBCTA were to make a prepayment amount of \$3,717,419.77 on July 10, 2023, that amount would be equivalent to a biweekly contribution of \$153,581.02 starting on July 24, 2023 for the fiscal year 2023-2024 (or a total of \$3,839,525.43 for the 25 biweekly pay periods) based on an interest rate of 6.75% per annum. The prepayment reflects an interest discount of \$122,105.66 for paying the contributions earlier than the biweekly payment timing that we have anticipated in our valuation. We understand that the use of a discount rate for prepayments that is 0.50% less than the investment return assumption used in the annual actuarial valuation (currently 7.25%) was approved by the Board in July 2017.

The actuarial calculations contained in this letter were prepared under my supervision. I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Attachment: LTR 05111-001 SBCERA SBCTA Prepayment Contributions for FY 2023-2024 - CLIENT (9630 : Employer Retirement Contribution

Ms. Debby Cherney
April 18, 2023
Page 2

Please let us know if you have any questions.

Sincerely,



Molly Calcagno, ASA, MAAA, EA
Senior Actuary

JY/bbf
Enclosure

cc: Amy McInerney
Christina Cintron

Attachment: LTR 05111-001 SBCERA SBCTA Prepayment Contributions for FY 2023-2024 - CLIENT (9630 : Employer Retirement Contribution

Exhibit A

\$3,717,419.77 Prepayment of Portion of San Bernardino County Transportation Authority Employer Contributions for Fiscal Year 2023-2024

Fiscal Year 2023-2024
ASSUMES PAYMENT ON July 10, 2023
Discount Rate = 6.75%

Payment Date	Biweekly Contribution Requirement	Interest*	Principal	Outstanding Balance of Prepaid Contributions
07/10/2023				\$3,717,419.77
07/24/2023	\$153,581.02	\$9,299.81	\$144,281.21	\$3,573,138.55
08/07/2023	\$153,581.02	\$8,938.86	\$144,642.16	\$3,428,496.39
08/21/2023	\$153,581.02	\$8,577.01	\$145,004.01	\$3,283,492.38
09/04/2023	\$153,581.02	\$8,214.26	\$145,366.76	\$3,138,125.62
09/18/2023	\$153,581.02	\$7,850.59	\$145,730.43	\$2,992,395.19
10/02/2023	\$153,581.02	\$7,486.02	\$146,095.00	\$2,846,300.20
10/16/2023	\$153,581.02	\$7,120.54	\$146,460.48	\$2,699,839.72
10/30/2023	\$153,581.02	\$6,754.14	\$146,826.88	\$2,553,012.84
11/13/2023	\$153,581.02	\$6,386.83	\$147,194.19	\$2,405,818.65
11/27/2023	\$153,581.02	\$6,018.60	\$147,562.42	\$2,258,256.22
12/11/2023	\$153,581.02	\$5,649.44	\$147,931.58	\$2,110,324.64
12/25/2023	\$153,581.02	\$5,279.36	\$148,301.66	\$1,962,022.99
01/08/2024	\$153,581.02	\$4,908.36	\$148,672.66	\$1,813,350.33
01/22/2024	\$153,581.02	\$4,536.43	\$149,044.59	\$1,664,305.73
02/05/2024	\$153,581.02	\$4,163.57	\$149,417.45	\$1,514,888.28
02/19/2024	\$153,581.02	\$3,789.77	\$149,791.25	\$1,365,097.03
03/04/2024	\$153,581.02	\$3,415.04	\$150,165.98	\$1,214,931.05
03/18/2024	\$153,581.02	\$3,039.37	\$150,541.65	\$1,064,389.40
04/01/2024	\$153,581.02	\$2,662.76	\$150,918.26	\$913,471.14
04/15/2024	\$153,581.02	\$2,285.22	\$151,295.80	\$762,175.34
04/29/2024	\$153,581.02	\$1,906.72	\$151,674.30	\$610,501.04
05/13/2024	\$153,581.02	\$1,527.28	\$152,053.74	\$458,447.30
05/27/2024	\$153,581.02	\$1,146.89	\$152,434.13	\$306,013.17
06/10/2024	\$153,581.02	\$765.55	\$152,815.47	\$153,197.70
06/24/2024	\$153,580.95	\$383.25	\$153,197.70	(\$0.00)
Total	\$3,839,525.43	\$122,105.66	\$3,717,419.77	
	Undiscounted Contributions	Interest Credited	Discounted Contributions	
Discount Percentage		96.82%		

* Based on compound interest at an effective interest rate of 6.75% per annum.

Note: Results may not add due to rounding.

Minute Action

AGENDA ITEM: 5

Date: June 7, 2023

Subject:

Revise Policy No. 10052 - Rules for Addressing the Board of Directors & Policy Committees

Recommendation:

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

A. Approve revisions to Policy No. 10052 - Rules for Addressing the Board of Directors & Policy Committees, and update Meeting Procedures and Rules of Conduct in accordance with revised Policy No. 10052.

B. Adopt Revised General Practices for Conducting Meetings of Board of Directors and Policy Committees.

Background:

On July 5, 1995, the San Bernardino Associated Governments (SANBAG, also known as SBCOG) Board of Directors approved the creation of Policy No. 10052, Rules for Addressing the Board of Directors & Policy Committees. Staff is proposing to revise Policy No. 10052, to be in accordance with Government Code § 54954.3 (a), to provide that no public comment will be allowed on any item previously considered at a Policy Committee meeting where an opportunity for public comment was provided, unless the item has substantially changed since the committee heard the item. In addition, revisions have been made to the San Bernardino County Transportation Authority's (SBCTA) "Meeting Procedures and Rules of Conduct", which is included in SBCTA and SBCOG agendas, to align with revised Policy No. 10052.

On January 9, 2008, the SANBAG Board approved the "General Practices for Conducting Meetings of Board of Directors and Policy Committees" (Meeting Practices). The Meeting Practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation. Staff is proposing the Meeting Practices be amended, specifically to include Brown Act requirements for teleconferenced meetings. The revised policy and meeting practices are attached for reference.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023, as modified on the record to add three words to the General Practices for Conducting Meetings of Board of Directors and Policy Committees to make clear that, in addition to roll call voting at all teleconferenced meetings, roll call voting may be used at non-teleconferenced meetings upon demand of five representatives present or at the discretion of the presiding officer. SBCTA General Counsel has reviewed this item and the proposed revised Policy, Procedures and General Practices.

Responsible Staff:

Julianna Tillquist, General Counsel

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

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Approved
Board of Directors
Date: June 7, 2023
Witnessed By:

San Bernardino County Transportation Authority	Policy	10052
Adopted by the Board of Directors -July 5, 1995	Revised	01/04/17 06/07/2023
Rules for Addressing the Board of Directors & Policy Committees	Revision No.	22

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.

Table of Contents

[Purpose](#) | [Definitions](#) | [Policy](#) | [Request to Speak](#) | [Time Limit](#) | [Disruptive Conduct](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to facilitate formal communication during presentations from members of the public at meetings of the Board of Directors and Policy Committees, and address requirements pursuant to the Brown Act (Government Code 54950 et seq).

II. DEFINITIONS ~~(None)~~

For purposes of this Policy, "President" shall mean the President of the Board and shall also refer to the Chair of any Policy Committee.

III. POLICY

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing the Board of Directors and Policy Committees.

IV. ~~REQUEST OPPORTUNITY TO SPEAK~~

Any member of the public may address the Board: (1) on an agenda item before or during the Board's consideration of the item, and (2) on any matter not on the agenda that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment. However, in accordance with Government Code § 54954.3 (a), no public comment will be allowed on any item previously considered at a Policy Committee meeting where an opportunity for public comment was provided, unless the item has substantially changed since the committee heard the item. Public comment will be allowed on any item pulled from the Consent Calendar for discussion. All members of the public wishing to address the Board as provided herein shall provided the person submits a Request to Speak form in advance of the Board's consideration of the item. A separate Request to Speak form shall be submitted for each item that a person desires to address. When recognized by the ~~Chairman~~ President of the Board, the person wishing to address the Board shall, step up to the rostrum and announce his or her name and address.

V. TIME LIMIT

The ~~Chairman~~President, in the interest of facilitating the business of the Board, shall limit the amount of time which a member of the public may use in addressing the Board to three minutes ~~total on the consent calendar and to three minutes on each discussion~~per item, unless the ~~Chairman~~President, or a majority of the Board, determines that a different limit is appropriate. In addition, the ~~Chairman~~President, in the interest of facilitating the business of the Board, shall limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to twelve minutes, unless the ~~Chairman~~President, or majority of the Board, determines that a different limit is appropriate.

An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in these rules, but shall be subject to reasonable limitations as determined by the Chairman.

This rule shall apply to meetings of the Board of Directors and all ~~SBCTA~~Policy ~~e~~Committee meetings.

VI. DISRUPTIVE CONDUCT

In the event that any meeting of the Board is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the ~~Chair~~President may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting. Disruptive conduct includes 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, or otherwise preventing the Board from conducting its meeting in an orderly manner.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/05/95
1	Added Section 10052.6.	05/06/98
2	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
<u>3</u>	Updated "Chairman" to "President." Added provision that public comment will not be allowed on items that were heard in a policy committee meeting where the public had an opportunity to be heard.	<u>06/07/23</u>

San Bernardino County Transportation Authority	Policy	10052
Adopted by the Board of Directors July 5, 1995	Revised	06/07/2023
Rules for Addressing the Board of Directors & Policy Committees	Revision No.	3

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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 [President of the Board or Committee Chair \(“President”\)](#) will announce the subject matter of the closed session. If [reportable](#) action is taken in closed session, the ~~Chair~~[President](#) ~~may~~[shall](#) 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, ~~except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment.~~ ~~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.~~ [Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in Aa “Request to Speak” form, specifying](#) ~~must be completed for each item an individual wishes to speak on.~~ [Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment.](#) When recognized by the ~~Chair~~[President](#), 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~~[President](#) 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. [Any individual who wishes to share written information with the Board may provide copies to the Clerk of the Board for distribution.](#) ~~Members of the public requesting written 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.~~ Any consent item that is pulled for discussion shall be treated as a discussion item, 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~~ jurisdiction. Matters raised under "Public Comment" ~~may will~~ not be acted upon at that meeting. ~~See, "Public Testimony on any Item," still applies above.~~

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Your cooperation is appreciated!

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Your cooperation is appreciated!

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

Attendance.

- The ~~Chair~~ President of the Board or Chair of 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.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present, or at the discretion of the presiding officer.

The Vote as specified in the SBCTA Administrative Code and SANBAG Bylaws.

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the ~~a~~Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/-Desert Policy Committee-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 Chair shall ask the maker of the original motion ~~is asked~~ if he or she would like to amend ~~his or her~~the 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 may require deviation from general practice (but not from the Brown Act or agency policy).
- 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

Revised June 7, 2023

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

Attendance.

- The President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. 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.
- 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.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

The Vote as specified in the SBCTA Administrative Code and 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. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

. 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 Chair shall ask the maker of the original motion if he or she would like to amend the 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 may require deviation from general practice (but not from the Brown Act or agency policy).
- 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

Revised June 7, 2023

Minute Action

AGENDA ITEM: 6

Date: June 7, 2023

Subject:

Renewal of Annual Insurance Policies

Recommendation:

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

A. Authorize the Risk Manager to approve and execute binding insurance coverage for the existing coverages and limits through the policies and premiums up to 10% over the estimate of \$744,696, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$819,166, for the period of July 1, 2023 through June 30, 2024.

B. Authorize the Risk Manager to approve and execute binding insurance coverage for the Express Lanes through the policies and premiums up to 10% over the estimate of \$857,000, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$942,700, for the period of December 2023* through June 30, 2024. Coverage will be effective upon completion, in compliance with California Department of Transportation minimum requirements.

C. Authorize the issuance of Purchase Orders to process payments for securing the insurance policies.

* Start date for Express Lane coverage will be the date the Express Lanes are completed and may be later than December 2023.

Background:

The San Bernardino County Transportation Authority (SBCTA) utilizes a Board-approved insurance broker for procurement of insurance related products. The current Board-approved broker is Alliant Insurance Services, Inc. (Alliant) under Contract No. 19-1002035. Alliant assists SBCTA with marketing and securing the annual insurance policies.

The majority of SBCTA's insurance program renews every July 1st and the following insurance policies are set to expire on June 30, 2023: Cyber Liability, Workers' Compensation, Property and Employee Crime. SBCTA's Commercial General Liability and Excess Liability policies will not expire until September 29, 2023. For this renewal, SBCTA has directed Alliant to obtain premium indicators for the same program structure as purchased last year, which includes Workers' Compensation, Commercial General Liability, Excess General Liability, Automobile Liability, Cyber Liability, Employment Practices Liability, Employee Crime Liability, and coverage for Public Officials Errors and Omissions Liability, and to explore risk pools and insurance products available in the current market. Further, with the completion of the Express Lanes during the upcoming policy period and the California Department of Transportation (Caltrans) requirement for minimum liability insurance limits that exceed the current limits carried by SBCTA, staff will be exploring an increased liability limit of \$25,000,000. The current limit carried is \$10,000,000.

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

Board of Directors Agenda Item

June 7, 2023

Page 2

As of today, premium quotes are not yet available for SBCTA's July 1, 2023 Cyber Liability, Workers' Compensation, Property or Crime policy renewals, nor for the September 29, 2023 Commercial General Liability and Excess Liability policy renewals. Alliant is estimating the renewal premiums at \$744,696 to renew the existing program and an additional \$857,000 to add the Express Lanes coverage in compliance with Caltrans' minimum insurance limit of \$25,000,000. Alliant's estimate is based on their knowledge of the current market, their experience with the renewals of other public sector clients, as well as their conversations with the underwriting community. The estimate represents a 30% increase from last year's premium of \$570,431. The increase can be attributed to an overall continued tightening of the insurance market, reduced market capacity, upward trends in national jury verdicts, and carriers' desire to shy away from California public entities.

Alliant reached out to 11 insurance carriers ("carriers") as part of the marketing effort for SBCTA's insurance program. Carriers that were approached for bids were selected on the basis of their historical premium rates, coverage criteria, and underwriting background. In addition, carriers were required to have experience with public agencies, adequate financial reserves, and a rating by A.M. Best Company of excellent or better. Interviews were conducted with several of the carriers. Alliant anticipates receipt of quotes from three (3) of the carriers by the end of June; the other eight (8) carriers declined to quote.

The table on the following page provides a summary of the current year premiums and estimates for FY 2023/2024.

San Bernardino County Transportation Authority				
Preliminary Budget Projections				
2022/2023			2023/2024	
Premium Projections				
Excess Liability: (General, Automobile, Public Officials E&O, Employment Practices)				
Policy Limits: \$10 Million (\$50k deductible)				
primary \$5M	Premium:	\$ 194,079.00	\$ 252,302.70	
\$5M x \$5M	Premium:	\$ 86,487.00	\$ 112,433.10	
\$10M limit	Premium:	\$ 280,566	\$ 364,736	
\$25M limit	Premium:			\$ 857,000
Cyber Liability (information security/tech E&O, data breach)				
Policy Limits: \$1 Million Liability \$1 Million Data Breach Response				
Corrected Policy Limits: \$12 Million with \$25 Million Aggregate				
	Premium:	\$ 15,997	\$ 26,400	
Workers Compensation				
Policy Limits: Statutory for WC and \$1Million for employers liability				
	Exposure Base (payroll)	\$ 9,868,301	\$ 10,361,716	
	Premium:	\$ 48,437	\$ 55,945	
	Avg. Rate:	\$ 0.491	\$ 0.540	
Property				
Policy Limits: Total Insured Value (TIV)				
	Total Insurable Values (TIV)	\$ 126,328,406	\$ 133,587,000	
	Rate per \$100 TIV	\$ 0.1464	\$ 0.1903	
	Net Annualized Premium	\$ 179,524		
	Net Vacant bldg	\$ 5,365		
		\$ 184,890	\$ 254,167	
Crime (employee dishonesty, employee theft)				
Policy Limits: \$10 Million				
	Premium	\$ 9,946	\$ 11,935	
Subtotal Premium:				
	Broker Fee:	\$ 30,596	\$ 31,514	
Total Premium & Broker Fee:		\$ 570,431	\$ 744,696	Variance 30%

SBCTA staff recommends securing these insurance policies as they are necessary to protect the agency from significant losses, and proper insurance coverage is a requirement of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan that was secured for the Interstate 10 (I-10) Corridor Contract 1 Project. Further, staff recommends that when the Express Lanes are completed, the additional liability coverage be secured to comply with Caltrans' minimum coverage requirement of \$25,000,000, at an estimated additional cost of \$857,000.

Due to the changing insurance market conditions, these estimated premiums may be exceeded; therefore, staff is requesting to bind the coverages equal to the existing program even if the cost exceeds the estimate of \$744,696. Further, staff is requesting authority to bind the Express Lanes coverage, upon completion of the Express Lanes for an additional \$857,000. If the premium(s) exceed this estimate by more than 10%, binding will require approval from the Executive Director. Staff will work to stay within the lower limit, but it is critical that coverage continue

Board of Directors Agenda Item

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uninterrupted. If the lower limit estimate is exceeded, staff will return to the Board and report the actual cost and all of the efforts undertaken to minimize said cost.

Financial Impact:

This item has no financial impact on the Fiscal Year (FY) 2022/2023 Budget. The budgeted amount is included in the Proposed FY 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item.

Responsible Staff:

Steven Keller, Risk Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 7

Date: June 7, 2023

Subject:

Resolution No. 23-041 to Utilize the National Incident Management System as the Official Incident Management System

Recommendation:

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

Adopt Resolution No. 23-041 authorizing the National Incident Management System as the official incident management system for San Bernardino County Transportation Authority.

Background:

The National Incident Management System (NIMS) is an emergency preparedness, response, and recovery system designed by the Department of Homeland Security and spearheaded by the Federal Emergency Management Agency (FEMA). Its purpose is to provide a comprehensive, nationwide approach to emergency management, enabling all stakeholders in a community to work together effectively, regardless of the cause, size, location, or complexity of the emergency or threat.

NIMS focuses on three key areas: command and coordination of incidents, resource management, and information management. In other words, NIMS helps all groups involved in emergency planning, response, and recovery to avoid duplication of efforts, communicate clearly, and distribute vital resources to the places they are needed most. NIMS requirements include staff and Board Member training in the form of one to two classes, and, for staff, participation in an annual full functional emergency exercise. The annual exercises will be coordinated with other stakeholders, such as the San Bernardino County (County) Sheriff's Department, County Fire Department and the City of San Bernardino Police Department.

In 1993, California was the first state to develop and adopt a statewide Standardized Emergency Management System (SEMS). In 2004, the Department of Homeland Security developed and rolled out NIMS, a national incident management system modeled very closely on SEMS, but on a national scale.

The State of California Office of Emergency Services regulates SEMS and has tied eligibility for any funding of response-related costs, eligibility for repair, renovation or any other non-personnel cost resulting from an emergency to the use of SEMS. The State has clearly stated that adoption of NIMS meets and/or exceeds the requirements of SEMS. Further, FEMA has tied an annual recurring prevention and preparedness grant program to the adoption of NIMS.

Therefore, staff believes that it is in the best interest of San Bernardino County Transportation Authority (SBCTA) to adopt NIMS as SBCTA's official incident management system and recommends adoption of this Resolution.

Financial Impact:

This item has no financial impact on the Proposed Fiscal Year 2023/2024 Budget.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
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Page 2

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft resolution.

Responsible Staff:

Steven Keller, Risk Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 23-041

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
ADOPTING A RESOLUTION STATING THAT THE AUTHORITY UTILIZES
THE NATIONAL INCIDENT MANAGEMENT SYSTEM CONSISTENT
WITH THE INTEGRATION OF SAID SYSTEM AND THE STANDARDIZED
EMERGENCY MANAGEMENT SYSTEM IN CALIFORNIA**

WHEREAS, the National Commission on Terrorist Attacks, also known as the 9/11 Commission, in its report of July 22, 2004, recommended adoption of a standardized National Incident Command System nationwide; and

WHEREAS, the Homeland Security Presidential Directive 5 (HSPD-5) Management of Domestic Incidents directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System, which would provide a consistent nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from disasters, regardless of cause, size, or complexity; and

WHEREAS, California pioneered the development of standardized incident management systems to respond to a variety of catastrophic disasters, including fires, earthquakes, floods, and landslides; and

WHEREAS, in the early 1970s, the California fire service, in partnership with the federal government, developed the seminal emergency incident command system that has become the model for incident management nationwide; and

WHEREAS, in 1993, following the East Bay Hills Firestorm of 1991, California was the first state to adopt a statewide Standardized Emergency Management System for use by every emergency response organization and implemented a system to ensure the continual improvement of the Standardized Emergency Management System; and

WHEREAS, the California Office of Emergency Services regulates the Standardized Emergency Management System (SEMS), which was created by Government Code §8607 following the East Bay Hills Firestorm in 1991. Section 8607 provides, in pertinent part:

(e) (1) Each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, shall use the standardized emergency management system as adopted pursuant to subdivision (a) to coordinate multiple jurisdiction or multiple agency operations.

(2) Notwithstanding paragraph (1), local agencies shall be eligible for repair, renovation, or any other non-personnel costs resulting from an emergency; and

WHEREAS, California emergency management professionals have contributed their expertise to the development of the National Incident Management System; and

WHEREAS, the State of California has indicated that the California Standardized Emergency Management System substantially meets the objectives of the National Incident Management System; and

WHEREAS, it is essential for responding to disasters that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management and designated incident facilities during emergencies or disaster; and

WHEREAS, in order to ensure reimbursement for claims filed after a disaster, it is the intent of the Board of Directors of the San Bernardino County Transportation Authority (Authority) that all Authority emergency plans, procedures and training will follow the SEMS/NIMS regulations, which will be incorporated into the overall Authority-wide emergency plan.

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

1. The San Bernardino County Transportation Authority will integrate the National Incident Management System into its Emergency Response Plans.

2. The San Bernardino County Transportation Authority shall utilize the National Incident Management System to manage all emergency responses, which shall be consistent with the integration of said system and the Standardized Emergency Management System in California.

3. A copy of this resolution shall be forwarded to the Governor's Office of Emergency Services.

PASSED AND ADOPTED on **June 7, 2023**, by the following vote:

AYES: _____

NOES: _____

ABSTAINED: _____

ABSENT: _____

Art Bishop, Board President
San Bernardino County Transportation Authority

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

Minute Action

AGENDA ITEM: 8

Date: June 7, 2023

Subject:

Teleconference Locations for Brown Act Meetings

Recommendation:

Receive an update on teleconference locations for Brown Act meetings.

Background:

At the January 4, 2023, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) meeting, the Board directed staff not to proceed with Assembly Bill 2449's amendments to the Brown Act for teleconferencing purposes. The Board requested future discussion on opening up teleconferencing locations, considering the County of San Bernardino is the largest geographical county.

Since returning to in-person meetings in the later part of 2021, the option to join via teleconference was opened up to the Mountain/Desert Board Members and the Cities of Needles, Hesperia and Big Bear Lake have since taken advantage of that opportunity. At the January 2023 Board Meeting, the option was opened up to all members and staff asked that those Board Members interested inform the Clerk of the Board, so they could follow up with each individual location. Staff reminded all that a quorum of the Board must attend from the boardroom and if a teleconference location went down they would have to shut the meeting down until the connection was back up or they would run the risk of the actions taken at that meeting being invalidated.

The Cities of Hesperia, Needles and Big Bear Lake continue to host teleconference locations. On a monthly basis, City staff and SBCTA staff work together to meet the needs of these meetings. Board and Committee meetings are Brown Act meetings and as such, Board members that participate remotely must follow the provisions of the Brown Act and make sure the location of remote participation is identified in advance. In addition, the following requirements must be met:

1. Remote location is accessible to the public to allow for participation.
2. SBCTA agenda is posted at the teleconference location at least 72 hours in advance of the meeting.
3. Audiovisual technology must be in place to allow Board Members to see and hear a Zoom meeting, with video and sound that can feed into a Zoom meeting.
4. Ability for the public to hear the proceedings and a way for public members to address the meeting under public comments in a way that can be tied into the Zoom meeting.
5. Availability of a staff person that can operate and troubleshoot the equipment, should an issue arise.
6. A separate isolated room must be available for Board Members to participate in confidential closed session items on their own devices.

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

Board of Directors Agenda Item

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Page 2

SBCTA staff met with County of San Bernardino Clerk of the Board of Supervisors and IT staff to discuss using the Board of Supervisors' satellite locations in Hesperia and Joshua Tree. It was determined the rooms used were not dedicated rooms. These rooms are setup and broken down for each meeting, and the room used in Joshua Tree is a breakroom used by Probation staff. The hourly rates for each area of support are listed below.

Service	Hourly Rate	Billing Information
IT Support	\$47.89	Billed for room set up and tear down and the duration of the meeting
Assessor Staff	\$66.20	Generally includes meeting preparation time and duration of the meeting
Sheriff Deputy	\$70-\$80 varies based on deputy's rate of pay	Includes travel time and duration of the meeting
Security Guard	\$24.18	Billed from ½ hour prior to meeting and duration of the meeting

In addition, the setup is not ideal as it only allows for one (1) seat with a speaker, meaning only one (1) Board Member could participate and would need to share that one seat with a microphone with any member of the public wishing to speak (images of each location provided as Attachment 1). It was also determined there were existing scheduling conflicts with the days/times of SBCTA meetings. Therefore, staff does not recommend moving forward with a cooperative agreement with the County at this time.

Staff will continue to meet the needs of the Board Members from Hesperia, Needles and Big Bear Lake. Staff will continue to seek improvements and upgrades to the overall audiovisual (AV) experience in the Boardroom to ensure continued successful remote participation for Board and Committee meetings.

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on May 10, 2023. SBCTA General Counsel has reviewed this item.

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

BOARD MEETING REMOTE VIDEO CONFERENCING PROJECT - HDGC SETUP DIAGRAM OPTION 2B

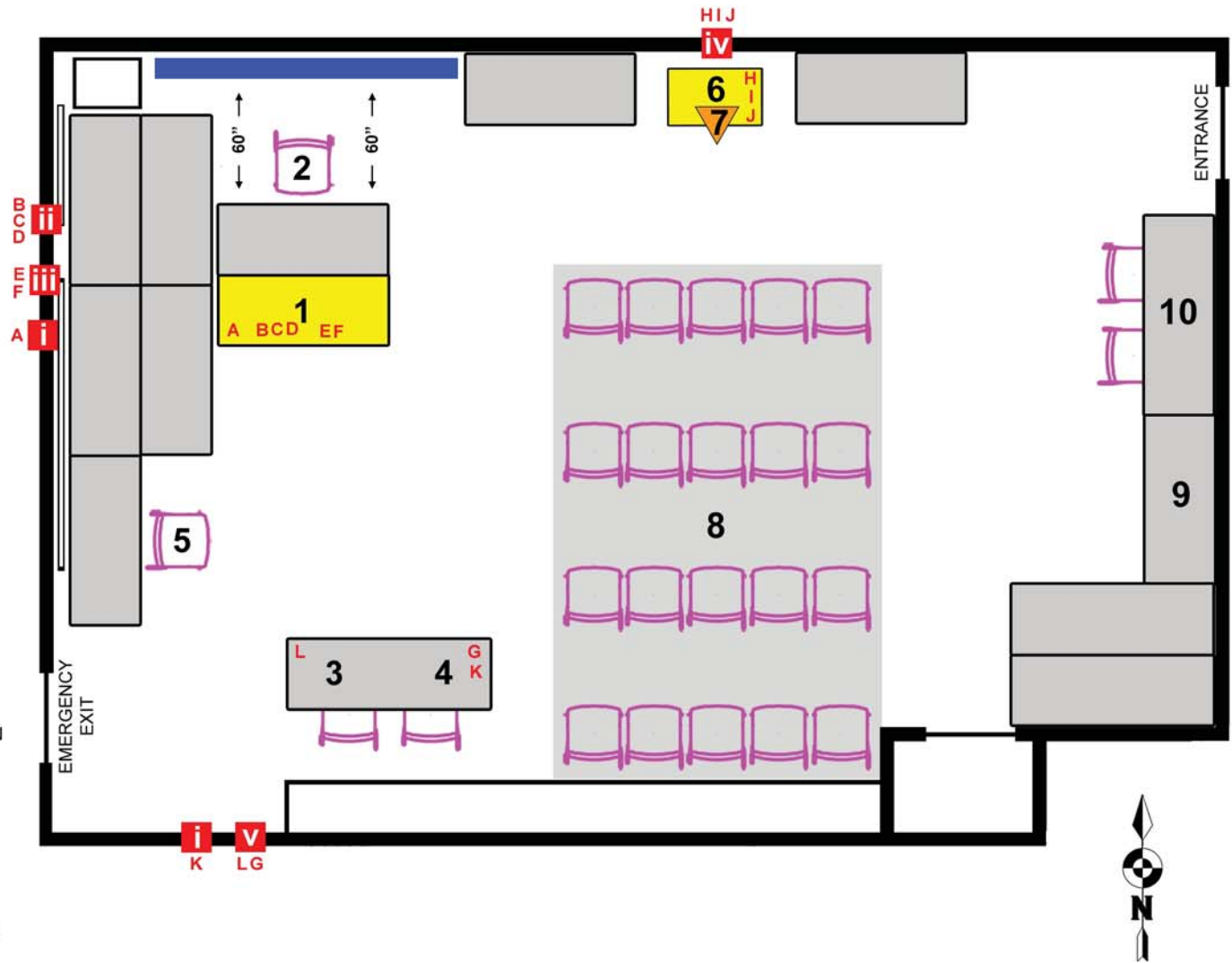
1. PUBLIC COMMENT STATION

A - PHONE CONNECTION
B - VIDEO 1
C - VIDEO 2
D - AUDIO
E - DATA CONNECTION (POLYCOM 4002XL)
F - DATA CONNECTION (CRESTRON TIMER)
2. SPEAKER'S SEAT
3. SUPPORT STAFF WORK AREA

L - DATA CONNECTION (LAPTOP)
4. CLERK OF THE BOARD STAFF

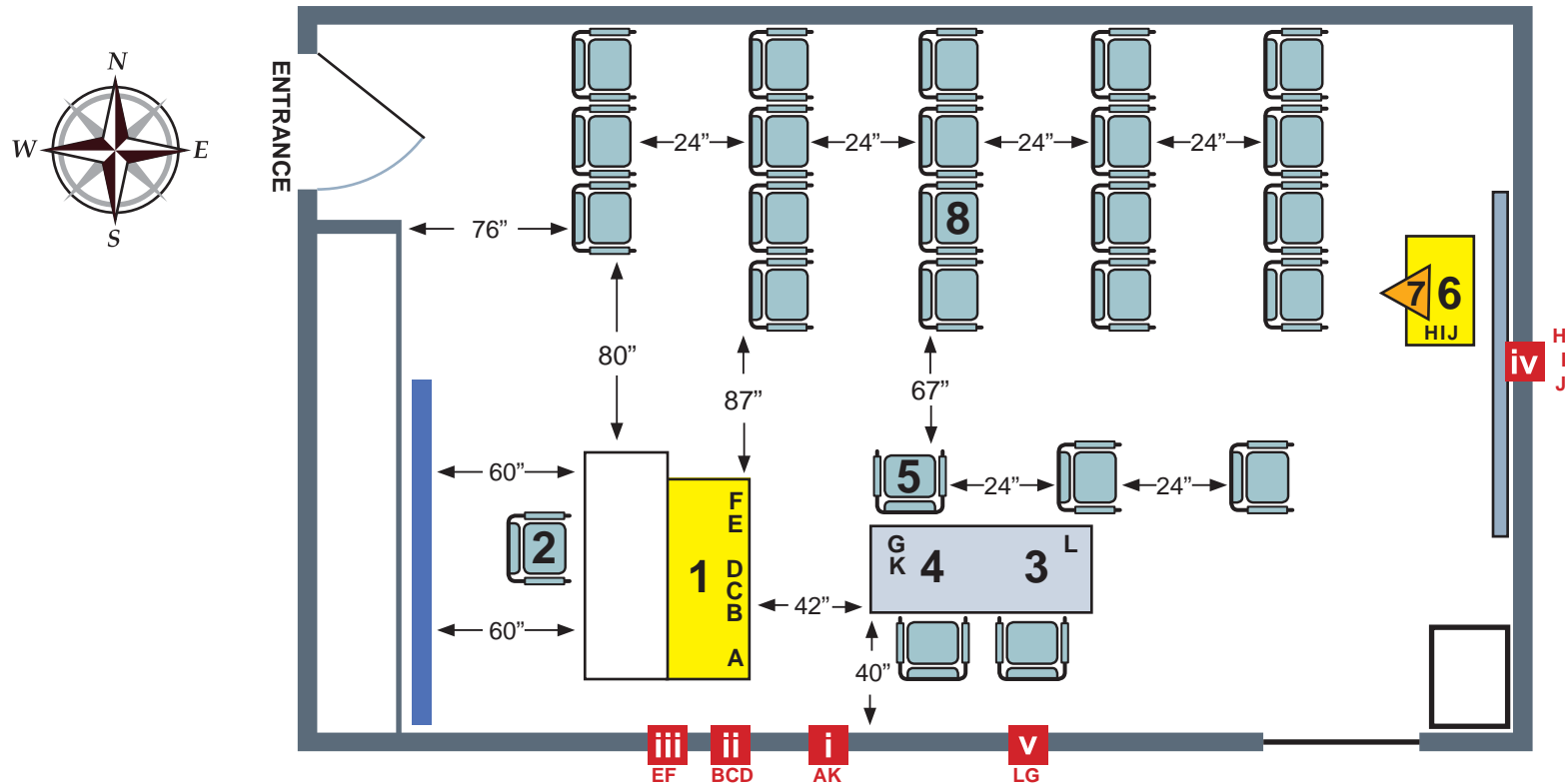
G - DATA CONNECTION (LAPTOP)
K - PHONE CONNECTION (STANDARD PHONE)
5. SPEAKER STAGING AREA
6. AUDIENCE VIEWING STATION
4. CLERK OF THE BOARD STAFF

H - VIDEO
I - VIDEO
J - AUDIO
7. ADA ASSISTED LISTENING SYSTEM
8. AUDIENCE SEATING AREA
9. INFORMATION TABLE
10. SECURITY TABLE
- RETRACTABLE BELT BARRIERS WITH SIGN
- SPEAKER BACKDROP BACKGROUND
- i** ANALOG PHONE LINE WALL PLATE (x2)
- ii** AUDIO/VIDEO WALL PLATE #1
- iii** NETWORK CONNECTION WALL PLATE #1
- iv** AUDIO/VIDEO WALL PLATE #2
- v** NETWORK CONNECTION WALL PLATE #2



Attachment: Hesperia / Joshua Tree Layouts (9651 : Teleconference Locations for Brown Act Meetings)

BOARD MEETING REMOTE VIDEO CONFERENCE PROJECT - JTGC SETUP DIAGRAM



1. Public Comment Station

- A - Phone Connection (*Polycom SoundStation 2*)
- B - Video 1
- C - Video 2
- D - Audio
- E - Data Connection (*Polycom 4002XL*)
- F - Data Connection (*Creston Timer*)

2. Speaker's Seat

3. Desktop Support Staff Work Area

- L - Data Connection (*Laptop*)

4. Clerk of the Board Staff

- G - Data Connection (*Laptop*)
- K - Phone Connection (*Standard Phone*)

5. Speaker Staging Area

6. Audience Viewing Station

- H - Video 1
- I - Video 2
- J - Audio

7. ADA Assisted Listening System

8. Audience Seating Area

IP ADDRESS:

170.164.98.80 POLYCOM

170.164.98.81 TIMER

- Retractable Belt Barriers with Sign
- Speaker Backdrop Background
- i Analog Phone Line Wall Plate
- ii Audio/Video Wall Plate #1
- iii Network Connection Wall Plate #1
- iv Audio/Video Wall Plate #2
- v Network Connection Wall Plate #2

NOT TO SCALE

VERSION 02

Revised 05-01-13

Packet Pg. 68

Joshua Tree

Minute Action

AGENDA ITEM: 9

Date: June 7, 2023

Subject:

Board Presidential Appointments on Southern California Association of Governments Policy Committee

Recommendation:

Note the presidential appointment for Mayor Paul Courtney, City of Barstow, and Council Member Art Bishop, Town of Apple Valley, to serve on the Southern California Association of Governments (SCAG) Energy and Environment Policy Committee.

Background:

Founded in 1965, the Southern California Association of Governments (SCAG) is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. Under federal law, SCAG is designated as a Metropolitan Planning Organization (MPO) and under state law as a Regional Transportation Planning Agency and a Council of Governments.

The SCAG region encompasses six (6) counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura) and 191 cities in an area covering more than 38,000 square miles. The agency develops long-range regional transportation plans including sustainable communities strategies and growth forecast components, regional transportation improvement programs, regional housing needs allocations and a portion of the South Coast Air Quality Management plans. In 1992, SCAG expanded its governing body, the Executive Committee, to a 70-member Regional Council to help accommodate new responsibilities mandated by the federal and state governments, as well as to provide more broad-based representation of Southern California's cities and counties. With its expanded membership structure, SCAG created regional districts to provide for more diverse representation. The districts were formed with the intent to serve equal populations and communities of interest. Currently, the Regional Council consists of 86 members. A list of the SBCTA representatives on SCAG Committees can be found in the Committee Membership section included in every Board of Directors meeting agenda.

After the May 4, 2023 SCAG General Assembly, new District Representatives took office, leaving a vacancy for two (2) members of the San Bernardino County Transportation Authority (SBCTA) Board to serve on the SCAG Energy and Environment Policy Committee. This item is to apprise the Board of the presidential appointments made for Mayor Paul Courtney, City of Barstow, and Council Member Art Bishop, Town of Apple Valley, to serve on the SCAG Energy and Environment Policy Committee. Per Policy No. 10001, the SBCTA Board President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four (4) Policy or Task Force meetings per month paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

Financial Impact:

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

Reviewed By:

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

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

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Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 10

Date: June 7, 2023

Subject:

Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) department of Project Delivery has thirteen (13) on-going construction contracts, of which four (4) have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on April 13, 2023. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 63, Supplement 1 (no increase) for resolution of deferred time, there will be no time extension; CCO No. 80 (\$52,352.84 increase) for additional funds to remove and reconstruct cross-gutter and spandrel at the entrance to the west-bound Base Line Street on-ramp; and CCO No. 95 (\$61,357.64 increase) to install elongated route shield pavement markings.

B. Contract No. 20-1002290 with SEMA Construction, Inc., for Interstate 10 (I-10) University Street Interchange Improvements Project: CCO No. 26 (\$13,186.36 increase) to provide temporary power and also replace three (3) video cards and a 24-volt transformer; and CCO No. 38 (\$3,500 increase) to add pedestrian push button extenders to meet design requirement.

C. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project: CCO No. 2 (\$40,000 increase) to maintain roadway and provide traffic control; CCO No. 3 (\$70,000 increase) for partnering workshops and skills development training; and CCO No. 4 (\$3,000 increase) to implement Just-In-Time-Training for Jointed Plain Concrete Pavement.

D. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the I-10 Corridor Contract 1 Design Build Contract: CCO No. 93 (\$6,884 increase) to modify and connect the existing roof drain to the public catch basin at Black Angus restaurant at the Monte Vista Avenue westbound off-ramp; and CCO No. 94 (\$52,715 increase) for replacement of roadside and overhead signs, to perform extra maintenance at Black Angus restaurant for grease inceptor and remove illegally dumped material within project limits.

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, Sub-Task No. 0899 I-10 University Street Improvement Project, Sub-Task No. 0823 I-10 Corridor Contract 1 and Sub-Task No. 0897 I-10 Cedar Avenue Improvement Project.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
June 7, 2023
Page 2

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on May 11, 2023.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session
Construction Change Orders Log

Archibald Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
3	Maintain Traffic	\$25,000.00
4	Maintain Existing Electrical Systems	\$15,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	SWPPP Maintenance	\$25,000.00
9	Early Construction and Completion of Driveway 3	\$10,500.00
10	Removal of Man-Made-Buried-Object	\$8,500.00
11	Revised Retaining Wall Details	\$0.00
12	Modify Irrigation Removal Plan and Irrigation Details	\$77,416.59
13	Water Line Revisions	\$55,889.00
14	Conflicting Palm Trees Removal	\$10,000.00
15	Combine Stages 2 and 3 for Retaining Wall 16	\$0.00
16	Drainage Systems Modifications	\$33,942.75
18	Revised Closure Hours and Irrigation Crossover	\$9,000.00
19	Install Temporary Overhead Power Poles	\$6,000.00
20	Furnish Two Fire Hydrants	\$15,553.94
21	Provide Power to Existing Caltrans TMS Sign	\$72,750.69
22	Pavement Revisions	\$72,994.62
22 S-1	Pavement Revisions	\$60,000.00
23	Pavement Revisions	(\$31,247.42)
23 S-1	Pavement Revisions	\$80,000.00
24	Irrigation Valve Repair	\$5,000.00
25	Modify Weep Hole Elevation Walls 15 and 16	\$25,788.84
26	Removal of Conflicting Trees	\$6,720.00
27	Abandon Conflicting Weigh In Motion System	\$36,028.10
28	Modify Existing Drainage Pipe and Structures	\$34,628.10
29	Modify Drainage Systems 10 and 11	(\$14,608.45)
31	Modify Conflicted Portion of Drainage System 17	\$35,000.00
32	Modify Drainage Systems 4 and 8	\$30,000.00
32 S-1	Additional Funds to Modify Drainage Systems 4 and 8	\$32,000.00
33	Install Video Detection Signal System at Archibald and Oak Hill Intersection	\$57,432.28
34	Relocation of the Double Close Detector Assembly at the Kuzina Property	\$18,000.00
36	Revise Stage Construction and Replace Pavement Types	\$98,911.97
37	Modify Existing Non-Standard Median Bull Nose	\$6,500.00
38	Dispute Resolution – Profile Grinding Pavement	\$20,000.00
38 S-1	Extra Work on Profile Grinding Pavement	\$19,000.00
39	Extend Midwest Guardrail System 25' to Meet Safety Requirement	\$15,000.00
39 S-1	Modification to Guardrail System to Meet Safety Requirement	\$30,000.00
40	Install Minor Concrete under Bridge Center Median	\$9,566.00
41	Furnish and Install Handrail along ADA Curb	\$15,200.00
42	Test Low Point to Assure Water Flow for On and Off Ramp	\$2,456.00
43	Water and Power Lateral Boring	\$136,660.00
44	Remove and Replace Faulty Master Valve and Pressure Regulator	\$5,000.00
45	Traffic Control Devices Design Change	\$45,962.45
46	Additional Landscape	\$34,971.61
48	Modification of Double Check Detector Assembly	\$20,000.00

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Attachment: CCO Log (9655 : Construction Contract Change Orders MVSS2305)

49	Relocate ADA Curb Ramp	\$13,400.81
50	Irrigation Revision	\$48,580.00
CCO TOTAL		\$ 1,353,230.31
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,122,333.00

SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic SR 210 Lane Addition	\$300,000.00
2	Maintain Traffic SR 210 Base Line Interchange	\$50,000.00
3	Maintain Traffic SR 210 Pavement Rehabilitation	\$150,000.00
4	Partnering	\$100,000.00
5	Dispute Resolution Board	\$50,000.00
5 S-1	Revised Dispute Resolution Board Specifications	\$0.00
6	Federal Training Program	\$50,000.00
7	Storm Water Best Management Practice Maintenance	\$100,000.00
8	Existing Roadway Repair	\$80,000.00
8 S-1	Cold Mill and Overlay Shoulders	\$160,000.00
8 S-2	Roadway Repair	\$100,000.00
9	Bird Exclusionary Devices	\$50,000.00
10	Added Environmental Requirements	\$85,491.00
10 S-1	CDFW USFWS Permit Amend Added Funds	\$150,000.00
10 S-2	Resolution of Deferred Time – No Time Extension	\$0.00
11	Credit for Extended Closures due to COVID-19 and Reduced Traffic	(\$800,000.00)
12	K-rail Relocation Due to A Public Incident	\$15,000.00
13	Revised Ramp Closure Charts	\$0.00
14	Revised Pile Layout for Retaining Wall 1021	\$24,312.00
15	Revisions to Santa Ana River Bridge Abutment 7-Right	\$4,035.00
16	Removal of Buried Man-Made Objects	\$75,000.00
16 S-1	Removal Buried Man-Made Objects Additional Funds	\$30,000.00
16 S-2	Removal of Buried Man-Made Objects Additional Funds	\$80,000.00
17	Repair of Existing Irrigation Crossovers	\$20,000.00
18	Agency Provided Street Name Signs	(\$4,832.59)
19	Removal of Asbestos Shims at Sterling Ave Bridge	\$12,017.12
20	Approach Slab and Abutment Drainage Modifications	\$25,000.00
21	Deck Drain Grates	\$7,000.00
22	Remove Concrete Slab and Bollards at Gas Station	\$8,000.00
23	Added Temporary Fence	\$10,000.00
24	Maintain Existing Electrical Systems	\$30,000.00
24 S-1	Maintain Existing Electrical Systems	\$50,000.00
25	Temporary Signal Interconnect at Base line	\$5,980.00
27	CIDH Foundation and Pile Quantity Adjustment	\$26,218.00
27 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
28	Revised Shop Drawings Submittal Requirements	\$0.00
29	Oil Price Fluctuation Adjustment	\$250,000.00
30	Just in Time (JIT) Training	\$5,000.00
31	Extend Irrigation Crossovers	\$127,323.00
31 S-1	Added Funds to Extend Irrigation Crossovers	\$85,000.00
32	Change in Treated Wood Waste Management	\$122,450.00
33	Additional Fiber Optic Pullboxes	\$127,658.33
34	Roadway Profile Correction at Victoria Avenue	\$207,906.00

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Attachment: CCO Log (9655 : Construction Contract Change Orders MVSS2305)

34 S-1	Roadway Profile Correction at Victoria Avenue	\$50,000.00
35	CIDH Pile Quantity Increase	\$11,266.00
36	Deletion of RW 1033	(\$254,924.32)
36 S-1	Additional Dowel Rebar for Concrete Barrier	\$5,000.00
37	Median Edge Drain Revisions	\$89,634.57
37 S-1	Edge Drain Modifications for the 210 Base Line Project	\$1,100.00
38	Fiber Optic Vaults Installed in Shoulder	\$5,000.00
39	Add Pile Anchors	\$35,676.22
40	Value Engineering Change Proposal – RW 1092 Deletion	(\$228,102.82)
40 S-1	Value Engineering Change Proposal Retaining Wall 1092 Deletion	(\$4,402.50)
41	Drainage System Modification	\$23,627.00
42	Removal of Thickened Asphalt Concrete	\$40,000.00
43	Base Line Driveway Changes	\$15,000.00
44	Resolve Dispute – Differing Site Condition at Retaining Wall #1036	\$435,396.70
45	Up Light Spacing Conduit at Base Line	\$15,000.00
46	Sound Wall 971 Traffic Control and Temporary Fence	\$10,000.00
47	Construct Soffit Openings at Highland Left Bridge Frames 1 and 2	\$10,000.00
48	Sound wall 981 Tree Removal	\$5,995.00
49	Regrade Median Gutter	\$10,000.00
50	Differing Site Condition-Potential Claims 1, 2 and 3 Resolution	\$27,500.00
51	Settlement of Potential Claim No. 6 DSC at Plunge Creek	\$75,884.46
52	Grind Existing HMA Pavement win Median to Match Elevation at CRCP Joint	\$122,000.00
53	Landscape Irrigation Antenna Removal	\$5,000.00
53 S-1	Landscape Antenna Removal Additional Funds	\$1,000.00
54	Barrier Light Pole Support Modification	\$21,000.00
54 S-1	Sound Wall Light Pole Support Modification Additional Funds	\$16,000.00
55	Additional Widening N. Side of Base Line Between Buckeye & SR210	\$69,000.47
55 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
56	Base Line Utility Modifications and Time Adjustment	\$152,750.00
57	Joint Seal Assembly Quantity Increase	\$19,197.00
58	Trial Batch Testing Field Qualification of Jointed Plain Concrete Pavement (JPCP)	\$15,000.00
58 S-1	Add Jointed Plain Concrete Pavement at San Bernardino Ramps	\$11,031,175.91
59	Median Crossover Modifications	\$89,044.23
60	Hydro-seed Restoration Modifications	(\$8,252.67)
60 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
61	Additional Concrete Test Panel	\$1,541.00
61 S-1	Revised Concrete Stamp	\$3,600.00
62	NOPC No. 9 Resolution Damaged MBGR	\$50,000.00
63	Temporary K-Rail for Crossover	\$280,878.00
63 S-1	Resolution of Deferred Time, No Time Extension	\$0.00
64	Irrigation, Trench Rock and Debris Removal	\$22,500.00
64 S-1	Irrigation Trench Rock Debris Removal	\$80,000.00
65	Revision to Sound Wall 1050 Block Face	\$48,710.82
66	Plunge Creek Concrete Barrier Revisions	\$25,192.00
67	Differing Site Condition Retaining Wall 1021 Pile Driving	\$214,368.38
68	Lugonia Barrier Removal and Replacement	\$114,548.18
69	Differing Site Condition Sound Wall 908 CIDH Piles	\$165,804.07
70	Close Fencing Gaps	\$2,477.00

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73	Differing Site Condition Sound Wall 1050 PCR 12	\$770,387.70
74	Additional Isolation Joint	\$237,200.00
76	Bid Items Quantity Increase	\$186,952.30
77	Add Gravity Wall at Base Line	\$65,513.25
78	Bridge Joint Seal Revisions	\$43,869.14
79	Traffic Control System, New Loop Standards	\$93,211.64
80	Remove and Reconstruct Cross-Gutter and Spandrel	\$52,352.84
81	Base Line Brick Color Revision	\$16,033.11
82	EB 210 Existing Lugonia Approach Profile Grade	\$10,000.00
83	Eliminate Base Line Interchange Milestone	\$0.00
84	Stain Retaining Wall Along East Bound Base Line Off-Ramp (B-1 Line)	\$68,770.00
85	Differing Site Condition Potential Claim Record 005 Settlement	\$809,089.18
86	Differing Site Condition for Electrical Trenching Potential Claim Record (PCR) No. 07	\$200,776.76
87	Guardrail Differing Site Condition Resolution	\$446,088.88
88	Work Character Changes on Potential Claim Record No. 14	\$8,569,910.47
89	Drainage System Plan Changes	\$47,636.04
90	Sound Wall 955 Fence Gap Closure	\$15,000.00
94	Add Modular Joint Seal Cover Plates	\$18,000.00
95	Install Elongated Route Shield Pavement Markings	\$61,357.64
CCO TOTAL		\$26,601,891.51
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$34,927,690.07

Central Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
1	Establish and Maintain construction Field Office	\$150,000.00
2	Revise Plans – Shoulder Pavement Section	(\$21,291.00)
4	Temporary Striping	\$11,000.00
5	Maintain Traffic per Supplemental funds Provided	\$40,000.00
6	Establish Partnering per Specifications	\$20,000.00
7	Remove and Dispose of Illegal Dumping	\$20,000.00
8	Establish Dispute Review Board	\$15,000.00
10	Additional Move In for State 1 Clear and Grub	\$2,530.00
11	Maintain Electrical per Supplemental Funds Provided	\$15,000.00
11 S-1	Maintain Electrical per Supplemental Work Item-Additional Funds	\$25,000.00
12	Asbestos Abatement	\$41,185.00
13	Revise Irrigation Plans	\$0.00
14	Storm Water Protection per Supplemental Funds	\$40,000.00
15	Traffic Handling Plan Revision	\$20,000.00
17	Tree Removal	\$40,000.00
19	Soil Nail Wall Design Change	\$25,000.00
CCO TOTAL		\$443,424.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,912,039.00

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I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Replace Frost Damaged Plant Material	\$796.00
2	Replace Caltrans Phase I Irrigation Controller	\$7,777.09
3	Additional Tree Replacement	\$859.86
3 S-1	Weather Damaged Plants Replacement	\$2,428.00
4	Mulch Replenishment	\$99,999.99
5	Contract Extension and Water Reimbursement	\$17,443.28
CCO TOTAL		\$129,304.22
TOTAL CONTRACT AMENDMENTS, CONTINGENCY AND SUPPLEMENTAL		\$130,590.00

SR 210 Pepper Avenue Interchange EEP – Executed Change Orders		
Number	Description	Amount
1	Repairs to Existing Site Irrigation	\$10,000.00
CCO TOTAL		\$10,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$31,244.80

I-215 Segment 1 & 3 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$25,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds	\$15,000.00
4 S-2	Additional Funds	\$4,854.82
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Change from 15 Gallon to 5 Gallon Plant Size	(\$43,663.00)
7 S-1	Additional Funds	\$2,221.02
8	Repairs to Existing Facilities	\$3,000.00
8 S-1	Additional Funds	\$2,000.00
8 S-2	Additional Funds	\$4,500.00
8 S-3	Additional Funds	\$15,250.00
8 S-4	Additional Funds	\$3,930.65
9	Lane Closure Chart Revisions	\$0.00
9 S-1	Lane Closure Chart Revisions	\$0.00
10	PVC Ball Valve	\$0.00
11	Repair Fiber Optic Cable	\$4,070.87
12	Irrigation Water Payment	\$32,384.52
12 S-1	Additional Funds	\$8,487.04
12 S-2	Additional Funds	\$1,656.78
12 S-3	Additional Funds	\$1,634.70
12 S-4	Additional Funds	\$1,603.65
12 S-5	Additional Funds	\$5,007.79
12 S-6	Additional Funds	\$5,739.61
12 S-7	Additional Funds	\$6,753.56
12 S-8	Additional Funds	\$8,666.48

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12 S-9	Additional Funds	\$4,744.77
12 S-10	Additional Funds	\$5,482.89
12 S-11	Additional Funds	\$2,874.37
12 S-12	Additional Funds	\$466.51
12 S-13	Additional Funds	\$493.89
12 S-14	Irrigation Water Payment	\$719.97
13	Increase in Gravel Mulch Costs	\$158,215.90
14	Repair Damage by Others	\$6,000.00
15	Additional Electrical Work	\$976.73
16	Additional Plant Establishment Work	\$5,000.00
16 S-1	Additional Funds	\$50,000.00
17	Remove Burned Palm Tree	\$4,000.00
CCO TOTAL		\$422,073.52
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$812,748.38

I-215 Segment 2 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$2,000.00
2	Storm Water Shared Costs	\$10,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds to Remove BNSF Ballast	\$40,000.00
4 S-2	Additional Funds to Remove and Dispose of Rock Cobble	\$20,000.00
4 S-3	Additional Funds to Remove and Dispose of Rock Cobble	\$3,000.00
4 S-4	Remove Unsuitable Material	\$2,646.91
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Revised Special Provisions for the Cost of Water	\$0.00
7 S-1	Water Cost Adjustment	\$5,000.00
8	Irrigation Revisions	\$656.30
9	Relocate Trees and Irrigation outside of Clear Recovery Zone	\$10,000.00
9 S-1	Additional Funds	\$1,206.16
10	Service Connection for Irrigation	\$5,000.00
10 S-1	Additional Funds	\$15,000.00
11	Revised Ball Valves Specifications	\$0.00
12	Modify Plants Group/Type	(\$6,968.44)
13	Delete Work at 16 th	(\$54,250.70)
13 S-1	Salvage Irrigation Equipment	\$1,676.15
14	Revised Gravel Mulch Specifications	\$0.00
15	Added Irrigation Booster Pump	\$48,457.80
16	Added Closure Charts	\$0.00
17	Gravel Mulch Adjustment	\$187,717.00
18	Additional Gravel Mulch Quantities	\$21,508.05
CCO TOTAL		\$362,649.23
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$502,203.56

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I-10 Corridor Contract 1		
Design Build – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$90,000.00
3	100 Day Extension for Utility Information Submittal	\$0.00
4	Addition of Executed Utility Agreements to Technical Provisions	\$0.00
4 S-1	Executed / Revised Utility Agreements	\$0.00
4 S-2	Executed / Revised Utility Agreements	\$0.00
4 S-3	Executed / Revised Utility Agreements	\$0.00
4 S-4	Executed Utility Agreements	\$0.00
4 S-5	Executed Utility Agreements	\$0.00
4 S-6	Executed Utility Agreements	\$0.00
5	Overhead Sign Location Change	\$0.00
6	Modifications to Insurance and Subcontractor Requirements	\$0.00
7	Provide for CHP & Maintenance Observation/Enforcement Area	\$0.00
11	Revised Pavement Delineation Detail	\$0.00
12	Mass Concrete Specification Revision	\$0.00
13	Temporary ITS Traffic Monitoring Stations	\$0.00
14	Concurrent Closure of 6th Street and Campus Avenue Bridges	\$0.00
15	Modify Utility Relocation Work Packages	\$0.00
16	Revised Requirements for Shop Drawings Submittals	\$0.00
17	Revised Ramp Lane Closure Requirements	\$0.00
18	Revised Tech Provision 14.3.5 “Design Submittals” Requirements	\$0.00
19	Modifications to the Project Aesthetics and Landscape Master Plan	\$0.00
20	Added Pool Removal and (2) Electrical Panel Replacements	\$42,790.00
21	Revised SHOPP Pavement Rehabilitation Work Limits	\$657,200.00
22	Revised East End Ultimate Paving Limits	\$257,050.00
23	4th Street Striping	\$14,000.00
24	GAD and ROW Revisions	(\$470,125.00)
25	Deletion of Sound Wall 1190	(\$322,150.00)
26	Euclid Eastbound Exit Ramp Ground Anchor Wall Limits	\$155,400.00
27	Reduced Speed Limit Requirements	\$260,000.00
28	Additional Toll Rate Dynamic Message Signs	\$290,900.00
29	Revised Maintenance Requirements for Specific Auxiliary Lanes	\$0.00
30	Right of Way and Utility Design Revisions	\$719,277.00
30 S-1	Utility Revisions near Monte Vista Avenue	\$617,905.00
31	Additional Design Revisions for Right-of-Way Changes	\$25,767.00
32	Clearing of the TCE and Pool Mitigation Work	\$30,380.00
32 S-1	Clearing of the TCE and Pool Mitigation Work	(\$16,122.00)
33	Rock Curb Extension at Euclid Avenue	\$77,892.00
34	7th Street and 2nd Avenue Sidewalk Improvements	\$79,732.00
Jan 2021	BOD approves revised funding plan with contingency reduction	(21,400,000)
35	Revised TCS CCTV Camera System	\$76,517.00
37	Partnering Facilitator Payment	\$50,000.00
38	Emergency Property Fence Fix	\$1,631.00
39	I-10/I-15 North to West Connector – 55-hour Closure	\$0.00
40	55-Hour Closure, Storm And Deck Drains	\$730,000.00
40 S-1	55-Hour Closure Statement	(\$75,000.00)
41	Recessed Pavement Markers	\$6,384.00

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Attachment: CCO Log (9655 : Construction Contract Change Orders MVSS2305)

42	Telecommunication Conduits/ROW Support	\$111,843.48
43	Extra Maintenance for CHP Directed Closure	\$12,652.00
44	Extra Maintenance for Hazardous Materials Clean Up	\$1,111.00
45	Additional Industrial Driveway on Sultana Avenue at Edison Elementary	\$10,000.00
46	Additional 55-Hour Closures on Segment 4	\$0.00
47	All Compensation for Design, Construction and all Ancillary Items to Complete Additional Work	\$900,000.00
48	DB CN 0130 and CN 1135 Additional SOW for AT&T	\$117,500.00
49	Removal of Abandoned Pipes along Monte Vista Avenue	\$85,000.00
50	Credit for the Design, Construction and all Ancillary Items to Complete Additional Work	(\$750,000.00)
51	Change Concrete Barrier Type from 736 to 836	\$3,600,000.00
52	Property Commitment at 1325 Fresno Street – Criner Property	\$41,000.00
53	Reflective Traffic Signal Backplates	\$120,000.00
54	Relocation of Ramp Meter System RMS at Vineyard WB On-Ramp DL-139	\$182,000.00
55	9222 Vernon Avenue Maki Private Property Drainage Improvement	\$16,000.00
56	Additional Work at WB I-10, East of I-10/Vineyard IC	\$345,000.00
57	Removal of Abandoned Pipelines CN 0565 & CN 0566 at Monte Vista/I-10 UC Structure	\$90,000.00
58	Holt Blvd. Off-Ramp UC LT Closure Wall Aesthetic Finish	\$35,000.00
59	Monte Vista WB On-Ramp Shoulder Pavement DL-121	\$217,500.00
60	Directive – Add “International” to Ontario Airport Signs	\$50,000.00
61	Furnish Ramp Meter Cabinets	\$210,000.00
62	Additional SHOPP Paving Archibald Ramp Pavement Rehab	\$98,500.00
63	Additional Work for MWD Encasement Extension	\$752,000.00
64	Additional SHOPP Rehab Work - Slab Repair Near I-10/Etiwanda Ave IC	\$92,500.00
65	Addition of Eight 55-Hour Closures in Segment 2	\$0.00
66	Additional Work Mountain Ave EB On-Ramp Right-of-Way Fencing	\$10,250.00
67	SCE Profile Euclid Ave and Vineyard Ave and Asbestos Removal 6th St Bridge	\$110,655.00
69	Turner Channel Drainage System Improvements	\$258,014.00
70	Non-Traffic Rated Pull Boxes 6-Inch Below Grade	\$61,775.00
71	Caltrans Statewide Trash Implementation Plan	\$289,880.00
72	Drainage System 20 Improvements Vicinity of I-10 Monte Vista Ave	\$1,677,926.00
73	Remove Existing Planting and Repair Existing State Right-of-Way Fence Along I-10 EB Mountain Avenue On-Ramp	\$61,016.00
74	Extension of Hot Mix Asphalt (HMA) Expiration Date by 12 Months and Assist with Asbestos Abatement at Euclid Bridge Overcrossing	\$10,000.00
75	Change in Maintenance Pricing and How it Will be Compensated	\$0.00
76 S-1	Addition of 60D Barrier at Holt Boulevard Off-Ramp	\$1,050,002.00
77	Change in Rates for Freeway Service Patrol (FSP)	\$0.00
79	Provide 4” Conduit and Pull Boxes at Vineyard Avenue Bridge for Future City of Ontario Fiber Optic per City Request	\$1,833.00
80 S-1	Reconstruct Retaining Walls 1152 and 1153 Along San Antonio Ave.	\$510,012.00
84	Replace a Portion of Existing Departure Slab Pavement, Previously Shown to Remain at Benson Avenue Bridge per Caltrans Request	\$132,144.00
85	Owner Interference and Construction Acceleration Claim Mediator Fees and Cost	\$75,000.00

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Attachment: CCO Log (9655 : Construction Contract Change Orders MVSS2305)

86	Resolution of Contract Change Request (CCR) No. 132.1 Traffic Control for Utility Workers	\$281,221.00
87	Remove Existing Southern California Edison (SCE) Conduits at Monte Vista and 4 th Street	\$300,000.00
92	Drainage Video Log Audit Changes to Existing Department Drainage System	\$399,223.00
93	Modify and Connect the Existing Roof Drain to the Public Catch Basin at Black Angus Restaurant Monte Vista Avenue Off-Ramp	\$6,884.00
94	Replacement of Roadside and Overhead Signs. Extra Maintenance at Black Angus Restaurant for Grease Inceptor Cleaning from Settlement of Contract Change Request (CCR) No. 220	\$52,715.00
CCO TOTAL		\$15,540,434.48
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$51,369,000.00

Toll Service Provider – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$0.00
3	Right of Way (ROW) Revisions	\$0.00
4	Revised NTP 2 Start Date	\$0.00
6	Revised Enforcement Beacon Specifications	(\$1,952.00)
7	Added TRDMS to Two On-Ramps	\$193,850.00
CCO TOTAL		\$266,898.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,855,000.00

US 395 Phase 1 Widening Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$100,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Partnering	\$20,000.00
4	Establish Dispute Resolution Advisor	\$20,000.00
5	Cleaning of Drainage Systems	\$30,000.00
6	Buried Man-Made Objects	\$15,000.00
7	Maintain Existing Temporary Electrical Systems	\$15,000.00
7 S-1	Additional Funds	\$85,000.00
8	Maintain Temporary Tortoise Fence	\$15,000.00
9	Revised Temporary HMA Requirements	(\$11,000.00)
10	Revised Temporary HMA Specifications	(\$3,180.00)
11	Additional Earthwork	\$35,905.00
12	Protect Existing Drainage Systems	\$70,000.00
13	Added Saw Cut to coordinate with Kinder Morgan work	\$24,304.00
14	Provide Access to A Local Business	\$11,800.00
15	Quantity Increases; Bid Items 21, 26 & 83	\$78,780.00
15 S-1	Revised Bid Item Quantities	\$356,374.49
15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

19 S-1	Additional Funds	\$5,000.00
20	Additional HMA Paving for Revised Staging	\$127,670.90
21	Modified Drainage System Opening on Retaining Wall 794	\$4,103.35
22	Revisions at North of Mojave Drive Intersection	\$150,000.00
22 S-1	Revisions at North of Mojave Drive Intersection	\$150,000.00
23	Revised Pile Cap Concrete Requirement for Sound Wall 875	\$217,665.25
25	Added curb on the Southeast Corner of Air Base Road	\$2,040.00
26	Electrical Design Changes at the Air Base Road Intersection	\$43,363.00
27	Added Hydroseed	\$35,324.00
28	Added MGS per Safety Commission	\$50,000.00
29	Additional Pavement Markings and Striping	\$50,000.00
29 S-1	Additional Funds	\$7,000.00
30	Revised Joshua Wash Bridge Wingwalls	\$50,000.00
31	Payment Adjustment for Gravel Bag Quantities	\$40,138.32
32	Additional Safety Commission Revisions	\$45,000.00
33	Installation and Testing of Additional Electronic Ball Markers	\$8,569.95
34	Stage 4 Temporary Striping	\$73,706.00
35	Seneca Interchange Revisions	\$108,331.64
CCO TOTAL		\$2,194,906.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,741,611.75

Monte Vista Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Resolution Board	\$15,000.00
1 S-1	Revise Special Provision Language	\$0.00
1 S-2	Additional Funds	\$10,000.00
2	Partnering Workshop	\$15,000.00
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$10,000.00
4	Federal Training Program	\$12,000.00
5	Post-Tensioning Duct Size Change	\$0.00
7	Storm Water Shared Costs	\$50,000.00
8	Relocate 8" Water Line	\$8,000.00
8 S-1	Additional Funds	\$10,386.03
9	Drainage System for Adjacent Property	\$14,925.00
10	Masonry Block Change	\$0.00
11	Sewer Lateral Piping Size Change	\$6,013.00
12	Future Electrical Conduits for Montclair	\$39,385.00
13	Change in Phasing of Work	\$0.00
14	Precast Girder Reinforcement Change	\$0.00
15	Change in Phasing of Work	\$0.00
16	Water Line Modifications	\$8,790.00
16 S-1	TRO Payment for Delays Related to CCO No. 16	\$124,800.00
16 S-2	Additional Funds	\$54,689.60
17	Modify Overhead Signs and Install Pedestrian Barricades	\$6,765.97
21	Additional Sewer Service Lateral Connections	\$10,850.00
22	Girder Reinforcement Splicing Option	\$0.00

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23	Deleting Sidewalk	(\$12,540.00)
25	HMA Along Private Access Road	\$16,000.00
26	Temporary Embankment for SCE	\$15,000.00
27	Temporary Shoring for SCE	\$60,000.00
28	Modify Water Line in Conflict with SCE	\$10,000.00
29	Storm Drain Lateral Realignment	\$14,110.00
31	Driveway for Future Development	\$3,187.80
32	Potholing/Locating AT&T & Level 3 Utilities	\$60,000.00
33	Deduction for Rejected Piles	(\$10,000.00)
34	Modified Quantities Due to the Field Conditions	\$29,257.95
34 S-1	Modified Quantities Due to the Field Conditions	\$105,453.57
34 S-2	Modified Quantities Due to the Field Conditions	\$9,450.00
35	Conduit for SCE Service Connection for Traffic Signal System	\$8,000.00
36	Additional MSE Wall Drainage	\$8,000.00
37	Water Supply Modifications	\$15,000.00
38	Seal Coat Specification Change	(\$2,000.00)
39	Removal of UPRR Sign Foundations	\$5,000.00
41	Resolution of NOPC No. 3	(\$59,986.00)
42	Revised Canopy at Taxi Yard	\$0.00
43	Landscaping Revisions	\$11,286.00
44	Added Headwall and Retaining Curb	\$10,000.00
45	Drainage Inlet Repair Damaged by Public	\$7,500.00
45 S-1	Additional Funds	\$381.43
46	Project Substantial Completion	\$0.00
47	Wire Mesh Substitution	\$15,000.00
48	Fence and Gate Revisions	\$52,336.60
49	Monument Modifications	\$6,500.00
49 S-1	Additional Monument Modifications	\$46,000.00
52	Additional work required by UPRR	\$10,577.00
53	Additional Erosion Control	\$16,000.00
54	Fence Repairs Damaged by Public	\$13,184.00
CCO TOTAL		\$869,302.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,498,958.60

Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders		
Number	Description	Amount
1	Added Perimeter Fence, K-rail and Signage	\$21,500.00
1 S-1	Install/Maintain Temporary Fence	\$28,670.86
2	Partnering	\$100,000.00
3	Temporary Crossing	\$700,000.00
3 S-1	Additional Funds	\$225,000.00
3 S-2	Construct Railroad Temporary Construction Crossing	\$13,889.15
3 S-3	Temporary Railroad Crossing	\$27,744.36
5	Asbestos Removal	\$100,000.00
5 S-1	Additional Funds	\$954,863.00
5 S-2	Asbestos Coating Abatement	\$429,723.86

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5 S-3	Bridge Demolition Engineer – Increase Time	\$67,977.25
5 S-4	Asbestos Coating Abatement	\$159,481.26
7	Add Fire Hydrants	\$112,200.00
8	Test Unforeseen Buried Man-made object	\$1,341.55
9	Decommission/Abandon Water and Sewer Lines	\$203,852.65
10	Added Utilities Work at Kingman Street	\$377,389.28
12	Increase Contractor Overhead – Increase Time	\$208,232.35
15	Design for Additional Street Lights on Alley and Cabrera	\$15,400.00
16	Design for Bike Lanes E 2 nd	\$14,190.00
17	BNSF Fence Removal	\$12,332.14
18	Specified Dispute Resolution Board Reimbursement	\$100,000.00
19	Add Design and Construction of Retaining Wall	\$526,448.71
20	North Abutment Embankment Removal	\$141,592.00
21	Kingman Widening	\$107,497.50
CCO TOTAL		\$4,649,325.92
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$17,230,000.00

I-10 University Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Time Extension (Delay Start)	\$0.00
2	Maintain Traffic	\$10,000.00
2 S-1	Maintain Roadway and Traffic	\$15,000.00
3	Time Extension	\$20,000.00
4	Tree Removals	\$17,096.27
5	Dispute Resolution Advisor DRA	\$10,000.00
6	Replace Pavement Structural Section	\$393,852.01
6 S-1	Replace Pavement Structural Section	\$20,000.00
6 S-2	Replace Pavement Structural Section	\$11,500.00
7	WB On-Ramp Modification	\$229,391.13
8	Modify Signal Controller	(\$11,348.73)
9	Relocate Signal Push Button Pole	\$13,372.65
10	Install of Signal Conduit to Avoid Conflict	\$15,129.64
11	Differing Site Condition	\$28,061.09
12	Disposal of Fiber Optic Vault	\$4,940.41
13	Revised Elevations for Curb and Gutter	\$2,862.64
14	Maintain Existing Irrigation and Planting	\$23,000.00
15	Payment Adjustment per Price Index due to Crude Oil Prices	\$38,500.00
16	Water Meter Revisions	\$61,564.00
17	Install Joint Sealant	\$9,433.79
18	Add Master Remote Control Valve	\$2,500.00
19	Sewer Line Repair	\$6,000.00
20	Increase and Adjustment of Bid Item No. 108 to Remove Concrete Curb and Gutter	\$22,171.80
21	Additional Earthwork	\$7,500.00
22	Additional Push Button Pole Installation	\$7,500.00
23	Repair Electrical Line	\$8,000.00
23 S-1	Repair of the 1 ½ Inch Electrical Line	\$2,804.41
24	Additional Irrigation Wiring	\$7,500.00
25	Remove and Dispose of Material from Drains	\$4,831.71

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Amounts shown in parentheses represent a credit to the Agency

26	Provide Temporary Power; Replace 3 Video Cards and Transformer	\$13,186.36
27	Quality Assurance Testing Added Cost	\$10,907.98
28	Additional Fiber Roll and Shared Maintenance Costs	\$8,000.00
29	Additional Grading of Sloped Areas	\$8,500.00
30	Install 3 Cables from Pull Box to Pull Box	\$15,000.00
31	Add Bike Friendly Grates	\$2,500.00
32	Increase and Adjustment to Bid Item 142	\$10,350.56
33	Increase to Bid Items No. 73 Hot Mix Asphalt and No. 79 Cold Plane AC Pavement	\$120,458.51
34	Add Straight Arrow Pavement Legend Added to East Bound Off-Ramp	\$3,500.00
35	Install Bonded Fiber Matrix to Unprotected Slopes and Add Temporary Fiber Roll South of East Bound Off-Ramp	\$6,670.87
35 S-1	Additional Funds to Install Fiber Roll and Straw Waddle	\$1,095.77
36	Backflow Repair and Certification	\$2,038.85
37	Extra Work at Force Account to Install Required Signs	\$16,700.00
38	Add Pedestrian Push Button Extenders to Meet Design Requirement	\$3,500.00
CCO TOTAL		\$1,203,571.72
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,500,590.00

I-10 Alabama Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	SWPPP Maintenance	\$20,000.00
2	Traffic Control Devices	\$30,000.00
3	Electrical Works Utility Modifications	\$25,000.00
4	Stage 1A Value Engineering Change Proposal (VECP) Credit	(\$20,362.87)
5	Caltrans Change of 12 Inch LED Lights	\$3,512.38
6	Relocation of Existing Data Node at Westbound Off-Ramp	\$30,300.00
7	Supply of Additional Polyester Trash Nets for Storm Water Systems	\$6,732.00
8	Extra Work for Pile Installation due to Differing Site Condition	\$20,000.00
9	Extra Work for Revised Irrigation to Add Water Meter Connections	\$80,000.00
10	Provide Manual Irrigation for Planting Extra Work	\$15,000.00
11	Oil Index Increase according to Contract Specifications	\$18,864.41
CCO TOTAL		\$229,045.92
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,338,886.33

I-10 Cedar Avenue Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Modify Notice to Proceed to Allow Early Start	\$0.00
2	Maintain Roadway and Provide Traffic Control	\$40,000.00
3	Partnering Workshops and Skills Development Training	\$70,000.00
4	Implement Just-In-Time-Training for Jointed Plain Concrete Pavement (JPCP)	\$3,000.00
CCO TOTAL		\$113,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,098,400.00

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Amounts shown in parentheses represent a credit to the Agency

North 1st Avenue Bridge Over BNSF Project – Executed Change Orders		
Number	Description	Amount
1	Excavate and Backfill Trench for Frontier Temporary Utility Installation and Pole Removal	\$10,000.00
2	Replace Reinforced Concrete Pipes with High Density Polyethylene Pipes	(\$2,371.38)
3	Provide Storm Water Pollution Prevention Plan as Specified	\$40,000.00
4	Partnering Skills Development Training as Specified	\$10,000.00
5	Maintenance of Traffic	\$50,000.00
CCO TOTAL		\$107,628.62
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$3,561,922.00

Attachment: CCO Log (9655 : Construction Contract Change Orders MVSS2305)

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

Minute Action

AGENDA ITEM: 11

Date: June 7, 2023

Subject:

Interstate 10 Contract I Landscape Design Award Contract No. 23-1002903

Recommendation:

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

- A. Approve the award of Contract No. 23-1002903 with EXP U.S. Services, Inc., for the Interstate 10 Contract 1 Landscape Design Project, in an amount not-to-exceed \$1,354,134.55.
- B. Approve a contingency amount for Contract No. 23-1002903 of \$135,413.46, and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

Background:

The Interstate 10 (I-10) Corridor Project will be adding one (1) to two (2) express lanes from the Los Angeles/San Bernardino County Line to Ford Street in the City of Redlands and the corresponding Project Approval/Environmental Document (PA/ED) was approved in May 2017. The first ten (10) miles of the I-10 Corridor Project are currently under construction as a Design-Build Project, implementing the express lanes from San Bernardino County Line through the I-10/Interstate 15 (I-15) system interchange.

As identified in the approved PA/ED documents, this project will replace existing planting and irrigation systems removed during construction of the current Contract 1 improvements within the California Department of Transportation (Caltrans) Right-of-Way (ROW), along other highway ROW, or in adjacent public spaces within adjacent communities, in accordance with the Environmental Commitments Record (ECR). However, the drought challenges, Governor Newsom's Executive Order to reduce water usage experienced statewide, and the related changes in the landscape policies developed over the past few years, have posed significant challenges to completing the final design and installation of the Contract 1 landscape improvements. These recent changes, including the San Bernardino County Transportation Authority (SBCTA) Measure I Major Projects Program, Landscape Policy No. 34502 revised by the SBCTA Board of Directors (Board) in December 2021, bring significant challenges for the Contract 1 contractor to modify and immediately implement under the current design and construction plans. Therefore, staff has developed a revised approach as discussed below.

This modified approach focuses on more effectively completing the revised design and construction contracts as separate, follow-on contracts to the Contract 1 Design-Build Project, to finalize the landscape design and construction improvements. This approach allows staff to modify the landscaping plans, in accordance with the SBCTA Measure I Major Projects Program, Landscape Policy No. 34502, and coordinate with Caltrans to obtain the approvals for landscape implementation following the Contract 1 express lanes construction work.

The Request for Proposals (RFP) No. 23-1002903 was released on January 12, 2023, and was sent electronically to approximately 763 consultants registered on PlanetBids. The solicitation was downloaded by 48 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services.

Entity: San Bernardino County Transportation Authority

A Pre-Proposal meeting was held on January 23, 2023, and was attended by three (3) firms. Addendum No. 1 was issued on January 31, 2023, revising the insurance requirements.

One (1) proposal was received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Professional which found a single firm to be responsive. Per SBCTA Contracting and Procurement Policy No. 11000 Section V.C.2.e. Special Consideration, staff can proceed with the analysis described below and prepare a memo to the Executive Director with a recommendation to accept or reject the proposal and alternative options.

As per SBCTA Contracting and Procurement Policy No. 11000, the Procurement Professional evaluated the factors relative to the procurement process including adequacy of notification to qualified competitors, requirements of the RFP, the amount of time provided to respond to the RFP, adequacy of the one (1) proposal received, and urgency. This analysis included the following:

1. SBCTA procurement staff made phone calls to the firms that showed interest in the solicitation, by attending the pre-proposal conference and submitted questions via PlanetBids, to survey the reasons for no bid. The responses were as follows: inadequate experience on the I-10 corridor, could not find the right teaming partner and too busy preparing other proposals.
2. SBCTA procurement staff reviewed the scope of work (SOW) and the schedule to ensure it was clear and that sufficient time was provided.
3. Evaluators, composed of SBCTA staff and Caltrans, indicated that the proposal received was responsive and meets the SOW requirements.

Pursuant to Contracting and Procurement Policy No. 11000, this information was provided to the Executive Director requesting his approval to accept a single proposal. The Executive Director recommended moving forward with the single proposal based on the analysis performed.

On February 13, 2023, the proposal was disseminated to all Evaluation Committee members. A copy of the Score Sheets, the Declaration of Impartiality and Confidentiality form were also distributed to the committee members.

The Evaluation Committee members met on February 22, 2023, and discussed the proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. The Procurement Professional provided information regarding the reference checks of the firms. The Evaluation Committee members individually scored the proposal based on the evaluation criteria listed in the RFP.

Because of the single proposal, and in an effort to save staff time and resources, it was deemed that the scoring was high enough to not need an interview. Evaluation forms, full detail of the scores and reference checks are included in the Contract Audit File.

The Evaluation Committee considered EXP U.S. Services, Inc. qualified to perform the work specified in the RFP. EXP U.S. Services, Inc. is being selected for the following reasons: the firm was able to clearly demonstrate a thorough understanding of the SOW, proposed an overall solid team with high qualifications, and a good work plan.

Board of Directors Agenda Item

June 7, 2023

Page 3

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects and Sub-Task No. 0823 I-10 Corridor Contract 1.

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 May 11, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Contract No:	<u>23-1002903</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>03441</u>	Vendor Name:	<u>EXP U.S. SERVICES INC.</u>
Description:	<u>I-10 CONTRACT 1 LANDSCAPE DESIGN</u>		

		Dollar Amount			
Original Contract	\$	1,354,134.55	Original Contingency	\$	135,413.46
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,354,134.55	Total Contingency Value	\$	135,413.46
	Total Dollar Authority (Contract Value and Contingency)			\$	1,489,548.01

Board of Directors	Date:	06/07/2023	Board	Item #	9636
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Other Contracts	Sole Source?	No	No Budget Adjustment
Local	Design		N/A

[illegible]

Task Manager (Print Name)

Additional Notes:

CONTRACT NO. 23-1002903**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****EXP U.S. SERVICES, INC.****FOR****I-10 CONTRACT 1 LANDSCAPE SUPPLEMENTAL PROJECT
REPORT/ENVIRONMENTAL REVALIDATION, PLANS, SPECIFICATIONS, AND
ESTIMATES PROFESSIONAL SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and EXP U.S. Services, Inc. a Delaware corporation ("CONSULTANT"), whose address is 451 East Vanderbilt Way, Suite 375, San Bernardino, CA 92408. 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: 23-1002903 (9636 : I-10 Contract 1 Landscape Design Award)

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 March 28, 2023 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 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 Juan Lizarde, 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.

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 This Contract shall go into effect on June 7, 2023, contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on May 31, 2026, unless extended by written amendment.
- 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.
- 4.3 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including all option term(s) if exercised, will not exceed May 31, 2028.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provide for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$35,147.26. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.

- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. 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 herein.
- 5.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. 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>
- 5.8 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 during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$1,354,134.55.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 5.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

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 deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director, of unresolved claims, 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 \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- 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 five (5) 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 **\$3,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$3,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$3,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) ,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

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

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 Insurance. Intentionally omitted.

19.1.8 Railroad Protective Liability The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

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, California Department of Transportation (Caltrans) and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the

extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any indemnified party to vicarious liability but shall allow coverage for all indemnified parties 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, Caltrans and their 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.

- 20.2 For all other Work and obligations, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Caltrans and their respective 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 any indemnified party 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 all indemnified party's "active" as well as "passive" negligence, but does not apply to any indemnified party'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;
 - 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
Khalil Saba, PE	Principal-In-Charge
Gabriel Rodriguez, PE	Project Manager
Cathy Johnson, PLA	Landscape Architecture Lead
Alan Ashimine	Environmental Lead
Syed Reza, PE	Engineering Lead
Octavio Hernandez, PE	Electrical Engineer
Candace Freeman	Right-Of-Way Coordinator
Mike Mays	Right-Of-Way Coordinator

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

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 and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102

- 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 EXP U.S. Services, Inc.	To SBCTA
451 E Vanderbilt Way, Suite 375	1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92408	San Bernardino, CA 92410-1715
Attn: Khalil Saba, PE	Attn: Sal Chavez, Construction Manager, schavez@gosbcta.com
Email: khalil.saba@exp.com	cc: Procurement Manager, procurement@gosbcta.com
Phone: (909) 751-3520	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-----

**SIGNATURE PAGE TO AGREEMENT NO. 23-1002903
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
EXP U.S. SERVICES, INC.**

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

EXP U.S. SERVICES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Khalil Saba
Vice President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 23-1002903 (9636 : I-10 Contract 1 Landscape Design Award)

EXHIBIT A – “SCOPE OF WORK”

SCOPE OF WORK (SOW)

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA, Caltrans, and local (City) regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PR, ED, and PS&E.
- C. The deliverables list for the Supplemental Project Report (SPR), Environmental Revalidation (ER), updated Tree Preservation Plan, General Project Landscape Concept, and Plans, Specification, and Estimate (PS&E) will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- I. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California*

and *Local Building Codes* within the project limits. For ADA requirements, see Chapter 11 “Design Standards,” and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.

- J. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered landscape architect most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. The basis for design is the I-10 Corridor Project (EA 0C250, PN 0800000040) Project Report approved on May 15, 2017. Project limits will be from the L.A. County Line to Interstate 15 (I-15).
- B. All plans shall be prepared at 1"=50' scale.
- C. CONSULTANT anticipates two meeting per month during the duration of this contract, including one mandatory monthly PDT meeting.
- D. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact and format of electronic files.
- E. Assume one peer review and two Caltrans reviews for each major deliverable. Deliverable shall be submitted electronically to SBCTA and Caltrans.
- F. The previously approved NEPA and CEQA Environmental Document (Environmental Impact Report/Environmental Impact Statement (EIR/EIS)) will be revalidated.
- G. Caltrans will continue to rely on the screened undertaking previously issued for the project for compliance with Section 106 of the National Historic Preservation Act, and CONSULTANT review or supplemental investigation would not be required.
- H. Assume up to twelve (12) new irrigation controllers and associated electrical points of connection.
- I. Assume all irrigation controllers will be owned and maintained by Caltrans. No irrigation controllers will be within City or County jurisdiction.
- J. Preparation of Electrical Plans for the fiber optic communication will involve splicing a new 12 single mode fiber optic (SMFO) cable to the existing mainline fiber optic cable.
- K. Assume Caltrans shall provide available fiber optic strands.
- L. Assume modification to the fiber optic mainline system will not be needed other than to splice a 12 SMFO cable to connection to the irrigation controllers.
- M. Assume eight (8) months for design and one (1) year for construction.

IV. SCOPE OF SERVICES

TASK 3.100.15 - PROJECT MANAGEMENT

Task 3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- *Monthly Progress Reports*

Task 3-100-15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

Task 3-100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 3.160 – PRELIMINARY ENGINEERING, STUDIES, AND SUPPLEMENTAL PROJECT REPORT

Task 3.160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but are not limited to, prior Route 10 Mas Landscape Plan, I-10 Express Lane PALM, I-10 Contract 1 Project revised Landscape Concepts, Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 3.160.10 Engineering Studies

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Supplemental Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 3.160.25 Storm Water Data Report

CONSULTANT shall perform studies to analyze on-site and off-site storm water flows for the project. CONSULTANT shall identify requirements for storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Storm Water Data Report*

Task 3.160.30 Highway Planting Design Concepts

CONSULTANT shall prepare highway planting concepts for the I-10 Contract 1 project limits from the Los Angeles/San Bernardino County Line to I-15. The concept will utilize topographic, including as-built information for the I-10 Contract 1 Express Lane Project, and right-of-way base mapping provided by SBCTA. The concept will be based on vision documents previously prepared by Caltrans and shall also include a design charrette to be held with SBCTA, Caltrans, and the local cities based on the hours budgeted.

Deliverables:

- *Highway Planting Design Concept and Design Charrette*

Task 3.160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for the project. This task shall include the results of utility record searches and cost for any potential relocations. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheets*

Task 3.160.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall review utility as-built plans and perform utility record searches. Results of this assessment will support estimating ROW costs.

Deliverables:

- *Utility Research and Costs*

Task 3.160.95 Preliminary Transportation Management Plan

CONSULTANT shall prepare a preliminary transportation management plan in support of the Supplemental Project Report (SPR).

Deliverables:

- *Preliminary Transportation Management Plan*

Task 3.160.15 Supplemental Project Report (SPR)

CONSULTANT shall prepare a Supplemental Project Report following the Caltrans format. The Supplemental Project Report shall be prepared by or under the supervision of a registered landscape architect or a registered engineer in the State of California. The consideration of non-standard features shall be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

- *Draft and Final Supplemental Project Report*

Task 3.160.45 Base Maps and Plan Sheets for Supplemental Project Report and Environmental Revalidation Development

CONSULTANT shall prepare base maps for highway planting for the SPR & ER phase. These plan sheets shall be included in the Supplemental Project Report and Environmental Revalidation.

Deliverables:

- *Highway Planting Base Sheets*

TASK 165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL REVALIDATION**Task 165.10 General Environmental Studies**

CONSULTANT shall perform supplemental environmental studies to support Caltrans' revalidation of the EIR/EIS issued under the National Environmental Policy Act (NEPA) in May 2017 for the I-10 Corridor Project (EA 0C250 / 0800000040). Caltrans will continue to act as the Lead Agency under CEQA and NEPA; the preparation of supplemental environmental technical reports shall be performed in consultation with the SBCTA Project Manager or designee and the Caltrans District 8 Environmental Planner assigned to the project. All supplemental environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

CONSULTANT shall work with Caltrans and SBCTA to determine appropriate level of supplemental documentation for the various tasks listed below. To determine the appropriate level of supplemental documentation to support the CEQA/NEPA Revalidation, CONSULTANT will review previously prepared environmental studies for the I-10 Corridor Project, to identify if any proposed changes to the project would require additional documentation to maintain the validity of the original EIR/EIS determination. CONSULTANT will review the following previously prepared documents:

- Noise Study Report
- Air Quality Report
- Paleontological Evaluation Report
- Environmental Commitments Record
- Initial Site Assessment
- Natural Environmental Study
- Visual Impact Assessment Report

CONSULTANT will review previously prepared environmental documents to identify changes in the project engineering/design, changes to the environmental setting/circumstances, changes in the nature and severity of environmental impacts, or changes to environmental commitments would require supplemental documentation. A brief memo documenting the results of the review and any recommendations for supplemental documentation will be completed for each previously prepared study. The memos will be provided to Caltrans for their consideration in confirming what, if any, supplemental documentation would be required, and/or to support the revalidation of the NEPA/CEQA EIR/EIS determination for the project.

Task 165.10.25 Noise Study Report Review

CONSULTANT will review the previously-prepared Noise Study Report to identify if any changes to the project description or conditions of the site as it pertains to locations of sensitive noise receptors would require additional noise evaluation. The results of the review will be provided in a Noise Study Report Review Memo. It is assumed that additional assessment and/or documentation related to noise would not be required that Caltrans would rely on the Noise Study Report Review Memo to support their determination that the previously issued NEPA/CEQA EIR/EIS remains valid as it pertains to noise.

Deliverables:

- *Noise Study Report Review Memo*

Task 165.10.30 Transportation Air Quality Conformity Findings Checklist

CONSULTANT shall will complete a current Transportation Air Quality Conformity Findings Checklist (Revised August 2020) to document that the updated project remains exempt from all project-level conformity requirements. The current Checklist will be provided to Caltrans to support their determination that the previously-issued NEPA/CEQA CE/CE remains valid as it pertains to air quality.

Deliverables:

- *Transportation Air Quality Conformity Findings Checklist*

Task 165.10.65 Paleontological Resources Compliance Review Memo

CONSULTANT shall review the previously-prepared Paleontological Resources Compliance Memo to identify if any changes to the project description or conditions of the site as it pertains to paleontological resources would require additional evaluation. The results of the review will be provided in a Paleontological Resources Compliance Review Memo. It is assumed that additional assessment and/or documentation related to paleontological resources would not be required that Caltrans would rely on the Paleontological Resources Compliance Review Memo to support their determination that the previously-issued NEPA/CEQA CE/CE remains valid as it pertains to paleontological resources.

Deliverables:

- *Paleontological Resources Compliance Review Memo*

Task 165.10.75 Environmental Commitments Record Review

Upon completion of reviews of previously prepared environmental documentation and supplemental documentation, if any, CONSULTANT shall update the Environmental Commitments Record (ECR) for the project to adjust previously identified commitments and/or add additional comments that may be identified in supplemental documentation.

Deliverables:

- *Updated Environmental Commitments Record*

Task 165.10.80 Initial Site Assessment Checklist

CONSULTANT shall review the previously prepared Initial Site Assessment Checklist to identify if any changes to the project description or conditions of the site as it pertains to hazardous materials would require additional evaluation. The review would include updated searches of applicable hazardous materials databases to identify new incidences of know hazardous materials in and immediately adjacent to the project area and a “windshield” level site survey to identify obvious signs of contamination in the project area. The results of the review will be provided in an updated Caltrans Initial Site Assessment Checklist. It is assumed that completion of a Phase I Initial Site Assessment report would not be required, and that Caltrans would rely on the updated Initial Site Assessment Checklist to support their determination that the previously issued NEPA/CEQA CE/CE remains valid as it pertains to hazardous materials.

Deliverables:

- *Updated Initial Site Assessment Checklist*

Task 160.15 Biological Compliance Memo

CONSULTANT shall review the previously prepared Biological Compliance Memo to identify if any changes to the project description or conditions of the site as it pertains to biological resources would require additional evaluation. The review would include updated searches of applicable special status species databases to identify any newly listed species may be present in or near the project area, or any new known occurrences of special status species in or immediately adjacent to the project area, and will include a “windshield” level site survey to identify if site conditions have substantially changed in a way that would additional investigation for biological resources. The results of the review will be provided in a Biological Compliance Review Memo. It is assumed that completion of reconnaissance level biological surveys would not be required, and no additional biological

investigations would be required, and that Caltrans would rely on the Biological Compliance Review Memo to support their determination that the previously issued NEPA/CEQA CE/CE remains valid as it pertains to biological resources.

Deliverable:

- Biological Compliance Review Memo

Task 165.10.20 Visual Impact Assessment Report Review

CONSULTANT will review the previously-prepared Visual Impact Assessment Report to identify if any changes to the project description or conditions of the site as it pertains to visual impacts. The results of the review will be provided in a Visual Impact Assessment Report Review Memo.

Deliverables:

- Visual Impact Assessment Report Review Memo

Task 165.25.15 and 255.15 Environmental Re-evaluation

To support the Supplemental Project Report, CONSULTANT shall complete a NEPA/CEQA Revalidation Form for Caltrans' use in revalidating the previous NEPA/CEQA CE/CE determination. The signed Revalidation Form will be included in the Supplemental Project Report.

During Final PS&E, CONSULTANT shall complete an additional NEPA/CEQA Revalidation Form for Caltrans' use in revalidating the NEPA/CEQA CE/CE determination prior to approval of Final Design. It is expected that additional environmental study reviews and supplemental memos or documentation would not be required to support the final NEPA/CEQA Revalidation Form.

Deliverables:

- NEPA/CEQA Revalidation Form for the Supplemental Project Report (3.165.25.15) and NEPA/CEQA Revalidation Form for approval of Final Design (3.255.25)

TASK 3.170 – PERMITS & AGREEMENTS

Task 3.170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

At this time, CONSULTANT does not anticipate obtaining any environmental resource agency permits and agreements based on the scope of work and therefore, CONSULTANT shall obtain and secure a Caltrans Encroachment Permit to perform project surveys:

Deliverables:

- Caltrans Encroachment Permit

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185.15 35% Preliminary Design

CONSULTANT shall prepare preliminary plan set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the preliminary plan set shall include the preparation of the following sheets:

- Title Sheet (1 sheet)
- Index Sheet (2 sheet)

- Landscape Layout (50 sheets)
- Irrigation Plans (60 sheets)
- Highway Planting Plans (56 sheets)
- Construction Area Signs (4 sheets)
- Electrical Plans (10 sheets)

Deliverables:

- *35% Preliminary Plan Sheets*

Task 185.25.30 Utility Conflicts Map

CONSULTANT shall perform the work necessary to determine potential utility conflicts and consultation with affected agencies.

Deliverables:

- *Utility Plans (50 sheets)*

TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Task 3.230.05 Draft Roadway Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Title Sheet (1 Sheet)
- Index Sheet (2 Sheets)
- Temporary Water Pollution Control Quantities (2 sheets)
- Utility Plans (50 sheets)
- Construction Area Signs (4 sheets)

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- *65% Plans*
- *95% Plans*

Task 3.230.10 Draft Highway Planting Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Landscape Layout including Details and Quantities (63 sheets)

- Erosion Control Legend (2 sheets)
- Irrigation Plans including Details and Quantities (60 sheets)
- Water Efficient Landscape Calculations (5 sheets)
- Highway Planting Plans including Details and Quantities (66 sheets)

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230.15.15 Draft Electrical Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Irrigation Service (10 sheets)
- Communication System (6 sheets)
- Electrical Systems Detail (10 sheets)
- Quantities (2 sheets)

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT shall prepare a transportation management plan based on the preliminary transportation management plan prepared in the PA&ED phase.

Deliverables:

- *Transportation Management Plan*

Task 3.230.35 Draft Specifications

CONSULTANT shall prepare the Specifications and Special Provisions for the project following the Caltrans Standard Specifications.

Deliverables:

- *Draft Standard Special Provisions*

Task 3.230.4 Draft Quantities and Estimates

CONSULTANT shall prepare the PS&E Quantities and Estimates for the project.

Deliverables:

- *Draft Quantities and Estimates*

TASK 3.255 – PREPARE FINAL PS&E PACKAGETask 3.255.2 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final constructability review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final PS&E Package*

Task 3.225.4 Resident Engineer's Pending File

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- | | |
|--|-------------------------------------|
| - Construction Staking Package and Control | - Project Controls for Construction |
| - Construction Permits, if required | - Quantity Work Book |

Deliverables:

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials, if required*

TASK 3.260 – PREPARE CONTRACT BID DOCUMENTSTask 260.8 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff.

Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- *Red line construction package*
- *As-Built construction package*
- *Electronic and hardcopy submittal for Caltrans and City records*

V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and express by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

- Project description

- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

- Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

- Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA and Caltrans Reviews:

- Formal external (SBCTA and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
- Processes for SBCTA Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- Quality procedures related to interdisciplinary design review (IDR) process.
- Technical review of environmental reports.

Management of Requirements:

- The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
- Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

- Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
- Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

- Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:

- QC testing and validation of computer software used for the calculations
- Checking of calculations and data (hand calculations and computer calculations input and output)
- Checking of drawings and exhibits
- Checking of specifications and contract documents
- Checking of quantities and cost estimates
- Review of studies or report-type documents
- QC of CADD-produced documents
- Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

- The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
- Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

- Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

I-10 Contract 1 Landscape Project Cost/Price Form for Cost Plus Fixed Fee

Exhibit B

11.b

Consultant EXP U.S. Services, Inc.

Contract No. 23-1002903

Date 3/28/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Actual Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Gabriel Rodriguez	240	121.00	121.00	\$121.00	\$29,040.00
QC Reviewer	Luis Betancourt	61	105.77	105.77	\$105.77	\$6,451.97
Highway Engineering Lead	Syed Raza	236	123.68	123.68	\$123.68	\$29,188.48
Drainage Engineering Lead	Portia Gonzalez	40	121.00	121.00	\$121.00	\$4,840.00
Engineer	Christine Brown	152	58.65	58.65	\$58.65	\$8,914.80
Engineer/Designer	Jose Carrillo	733	54.00	54.00	\$54.00	\$39,582.00
Engineer/Designer	Parakh Jaiswal	393	43.27	43.27	\$43.27	\$17,005.11
Engineer/Designer	Mitsuru Tanaka	114	73.20	73.20	\$73.20	\$8,344.80
Engineer/Designer		414	24.50	40.00	\$32.25	\$13,351.50

Labor Costs

- a) Subtotal Direct Labor Costs \$ 156,718.66
b) Anticipated Salary Increases (see page 2 for sample) \$ 480.70

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 157,199.36

Fringe Benefits

- d) Fringe Benefits (Rate 65.230%)

e) **Total Fringe Benefits** [(c)x(d)] \$ 102,541.14

Indirect Costs

- f) Overhead (Rate 114.020%)
g) General and Administrative (Rate 0.230%)

g) Overhead [(c)x (f)] \$ 179,238.71
i) Gen & Admin [(c) x (h)] \$ 361.56

j) **Total Indirect Costs** [(g)+(i)] \$ 179,600.27

Fixed Fee (Profit)

- n) (Rate 8.00%)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 35,147.26

Total Loaded Labor Costs

474,488.03

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Printing/Repro/Delivery Costs
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$ 300.00
\$
\$
\$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 300.00

Outside Services

Company	Labor	Fee	ODC's	Total
Michael Baker International (MBI)	\$781,510.94	\$62,520.88	\$5,000.00	\$849,031.82
Epic Land Solutions, Inc.	\$27,328.43	\$2,186.27	\$800.00	\$30,314.70

q) **Total Outside Services** \$ 879,346.52

Total cost [(c) + (e) + (j) + (k) + (p)+(q)] \$ 1,354,134.55

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002903 (9636 : I-10 Contract 1 Landscape Design Award)

**I-10 Contract 1 Landscape Project
Cost/Price Form for Cost Plus Fixed Fee**

Exhibit B

11.b

Consultant Michael Baker International

Contract No. 23-1002903

Date 3/28/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Actual Hourly Rate	Total Direct Labor
			Low	High		
Environmental Lead	Alan Ashimine	58	104.65	104.65	\$104.65	\$6,069.70
Air Quality/Noise Lead	Eddie Torres	12	106.96	106.96	\$106.96	\$1,283.52
Air Quality/Noise Specialist	Zhe Chen	94	58.83	58.83	\$58.83	\$5,530.02
Paleontologist	Peter Kloess	48	40.00	40.00	\$40.00	\$1,920.00
Hazardous Materials/Visual Specialist	Kristen Bogue	54	81.95	81.95	\$81.95	\$4,425.30
Biologist	Tom Millington	52	63.13	63.13	\$63.13	\$3,282.76
Environmental Specialist	Jessica Ditto	30	54.86	54.86	\$54.86	\$1,645.80
Environmental Analyst	Allie Beauregard	160	41.26	41.26	\$41.26	\$6,601.60
Senior Landscape Architect	Jeremy Franzini	180	84.01	84.01	\$84.01	\$15,121.80
Senior Landscape Architect	Cathy Johnson	1,231	69.00	69.00	\$69.00	\$84,939.00
Landscape Architect	Oscar Gomez	920	58.28	58.28	\$58.28	\$53,617.60
Landscape Architect	Joshua VanDuyn	786	54.30	54.30	\$54.30	\$42,679.80
Landscape Designer	Sergio Barrios	1,080	31.19	31.19	\$31.19	\$33,685.20
Senior Drainage Engineer	Brad Losey	10	104.01	104.01	\$104.01	\$1,040.10
Civil Engineer - Surface Water	Jacqueline Stone	10	50.75	50.75	\$50.75	\$507.50
Drainage Engineer	Dominic Stone	20	64.19	64.19	\$64.19	\$1,283.80
Senior Structural Engineer	Pooya Haddadi	0	117.99	117.99	\$117.99	\$0.00
Senior Structural Engineer	Jessica Mosquera	0	81.30	81.30	\$81.30	\$0.00
Structural Engineer	Andres Lozano	0	52.34	52.34	\$52.34	\$0.00
CADD	Farhad Hakemi	0	61.39	61.39	\$61.39	\$0.00
Technical Manager - Electrical	Octavio Hernandez	50	90.51	90.51	\$90.51	\$4,525.50
Design Engineer	Jose Covarrubias	200	44.64	44.64	\$44.64	\$8,928.00
Design Engineer	Steven Salas	200	37.00	37.00	\$37.00	\$7,400.00
Technical Manager	Terry Ogle	14	127.66	127.66	\$127.66	\$1,787.24
Senior Engineer	Yosuke Arai	16	84.09	84.09	\$84.09	\$1,345.44
Senior Engineer	Randy Ratzlaff	36	72.00	72.00	\$72.00	\$2,592.00
Design Engineer	Uriel Avelar	240	40.10	40.10	\$40.10	\$9,624.00
CADD	Lan Nguyen	180	49.53	49.53	\$49.53	\$8,915.40

Labor Costs

a) Subtotal Direct Labor Costs	\$ 308,751.08
b) Anticipated Salary Increases (see page 2 for sample)	\$ 937.27
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 309,688.35

Fringe Benefits

d) Fringe Benefits (Rate <u>44.908%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 139,074.84
--	---	---------------

Indirect Costs

f) Overhead (Rate <u>52.749%</u> %)	g) Overhead [(c)x (f)]	\$ 163,357.51
h) General and Administrative (Rate <u>54.697%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 169,390.24
	j) Total Indirect Costs [(g)+(i)]	\$ 332,747.75

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 62,520.88
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Total Loaded Labor Costs

844,031.82

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 750.00
m) Equipment Rental and Supplies (itemize)	\$
n) Printing/Repro/Delivery Costs	\$ 2,250.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 3,000.00

Outside Services

Company	Labor	Fee	ODC's	Total
EDR Lightbox (Haz Waste Records Search)			\$2,000.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

q) Total Outside Services \$ 2,000.00

Total cost [(c) + (e) + (j) + (k) + (p)+(q)] \$ 849,031.82

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002903 (9636 : I-10 Contract 1 Landscape Design Award)

Consultant Michael Baker International Contract No. 23-1002903 Date 3/28/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 308,751.08 /	5681	= \$ 54.35	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation				
Year 1 \$ 54.35 +	0%	=	\$ 54.35	Year 2 Avg Hourly Rate	
Year 2 \$ 54.35 +	3%	=	\$ 55.98	Year 3 Avg Hourly Rate	
Year 3 \$ 55.98 +	3%	=	\$ 57.66	Year 4 Avg Hourly Rate	
Year 4 \$ 57.66 +	3%	=	\$ 59.39	Year 5 Avg Hourly Rate	

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 90.0% *	5681	= 5112.9	Estimated Hours Year 1
Year 2 10.0% *	5681	= 568.1	Estimated Hours Year 2
Year 3 0.0% *	5681	= 0.0	Estimated Hours Year 3
Year 4 0.0% *	5681	= 0.0	Estimated Hours Year 4
Year 5 0.0% *	5681	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 5681	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 54.35 *	5112.9	= \$ 277,886.12	Estimated Hours Year 1
Year 2 \$ 55.98 *	568.1	= \$ 31,802.24	Estimated Hours Year 2
Year 3 \$ 57.66 *	0.0	= \$ -	Estimated Hours Year 3
Year 4 \$ 59.39 *	0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 59.39 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 309,688.35	
Direct Labor Subtotal before Escalation =		\$ 308,751.08	
Estimated Total of Direct Labor Salary Increase =		\$ 937.27	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Part 1 - General Information		Part 2 - Financial Data		Part 3 - Operational Data		Part 4 - Environmental Data		Part 5 - Social Data		Part 6 - Governance Data		Part 7 - Risk Data		Part 8 - Compliance Data		Part 9 - Other Data		Part 10 - Summary Data	
Item	Description	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit
1	Company Name																		
2	Address																		
3	City																		
4	State																		
5	Zip																		
6	Phone																		
7	Fax																		
8	Website																		
9	Industry																		
10	Market Segment																		
11	Product Line																		
12	Service Line																		
13	Revenue																		
14	Profit																		
15	Assets																		
16	Liabilities																		
17	Equity																		
18	Employees																		
19	Customers																		
20	Suppliers																		
21	Partners																		
22	Competitors																		
23	Regulators																		
24	Stakeholders																		
25	Other																		
26	Summary																		

**I-10 Contract 1 Landscape Project
Cost/Price Form for Cost Plus Fixed Fee**

Exhibit B

11.b

Consultant Epic Land Solutions, Inc.

Contract No. 23-1002903

Date 3/28/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Actual Hourly Rate	Total Direct Labor
			Low	High		
Advisory Manager		25	75.96	75.96	\$75.96	\$1,899.00
GIS Analyst		13	45.67	45.67	\$45.67	\$593.71
Senior Right of Way Agent		0	33.65	42.79	\$38.22	\$0.00
Right of Way Agent		0	30.05	32.21	\$31.13	\$0.00
Administrative Support		0	28.85	28.85	\$28.85	\$0.00
Utility Coordination Lead		24	57.69	57.69	\$57.69	\$1,384.56
Utility Coordinator		172	34.13	35.10	\$34.62	\$5,954.64
Budget and Financial Controls		10	37.02	53.37	\$45.20	\$452.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 10,315.34

Fringe Benefits

- d) Fringe Benefits (Rate 48.250% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 4,977.15

Indirect Costs

- f) Overhead (Rate 73.070% %)
h) General and Administrative (Rate 43.610% %)

g) Overhead [(c)x (f)] \$ 7,537.42
i) Gen & Admin [(c) x (h)] \$ 4,498.52

j) **Total Indirect Costs** [(g)+(i)] \$ 12,035.94

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 2,186.27

Total Loaded Labor Costs

29,514.70

Other Direct Costs (ODC)

- m) Property Owner Data and Utility Data Services
n) Facility Maps/As-Built Owner Fees [Pass Through Cost]
o)

\$ 300.00
\$ 500.00
\$ -

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 800.00

Outside Services

Company	Labor	Fee	ODC's	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

q) **Total Outside Services** \$ -

Total cost [(c) + (e) + (j) + (k) + (p)+(q)] \$ 30,314.70

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002903 (9636 : I-10 Contract 1 Landscape Design Award)

Consultant Epic Land Solutions, Inc. Contract No. 23-1002903 Date 3/28/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 10,283.91 /	244 =	\$ 42.15	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation				
Year 1 \$ 42.15 +	0%	=	\$ 42.15	Year 2 Avg Hourly Rate	
Year 2 \$ 42.15 +	3%	=	\$ 43.41	Year 3 Avg Hourly Rate	
Year 3 \$ 43.41 +	3%	=	\$ 44.71	Year 4 Avg Hourly Rate	
Year 4 \$ 44.71 +	3%	=	\$ 46.05	Year 5 Avg Hourly Rate	

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 90.0% *	244 =	219.6	Estimated Hours Year 1
Year 2 10.0% *	244 =	24.4	Estimated Hours Year 2
Year 3 0.0% *	244 =	0.0	Estimated Hours Year 3
Year 4 0.0% *	244 =	0.0	Estimated Hours Year 4
Year 5 0.0% *	244 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	244	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 42.15 *	219.6 =	\$ 9,256.14	Estimated Hours Year 1
Year 2 \$ 43.41 *	24.4 =	\$ 1,059.20	Estimated Hours Year 2
Year 3 \$ 44.71 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 46.05 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 46.05 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 10,315.34	
Direct Labor Subtotal before Escalation =		\$ 10,283.91	
Estimated Total of Direct Labor Salary Increase =		\$ 31.43	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Exhibit B

Contract: 23-1002903			Date: 3/28/2023			Detail Sheet														
Task Description			Consultant																	
			Epic Land Solutions, Inc.																	
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	AH1	AI
Row	WBS Number	Drawing or Item of Work - Titles	Advisory Manager	Advisory Manager	GIS Analyst	GIS Analyst			Senior Right of Way Agent	Senior Right of Way Agent	Right of Way Agent	Right of Way Agent	Administrative Support	Administrative Support	Utility Coordination Lead	Utility Coordination Lead	Utility Coordinator	Utility Coordinator		
				\$ 75.96		\$ 45.67		\$ -		\$ 38.22		\$ 31.13		\$ 26.85		\$ 57.69		\$ 34.62	\$ -	Total Hours
1	100	PROJECT MANAGEMENT																		
2	100.10	Project Management	10.0	\$ 759.60		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4.0	\$ 230.76		\$ -	\$ -	24.0
3	100.10-1	Coordination and Meetings	5.0	\$ 379.80	5.0	\$ 228.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4.0	\$ 230.76	8.0	\$ 276.96	\$ -	22.0
4	100.10-2	Administration																		0.0
5																				0.0
6	160	PERFORM PRELIMINARY ENGINEERING STUDIES and PROJECT REPORT																		0.0
7	160.05	Review Updated Project Information																		0.0
8	160.10.25	Storm Water Data Report																		0.0
9	160.10.30	Highway Planting Design Concepts (Including Design Charrette)																		0.0
10	160.10.40	Right-of-Way Data Sheet	2.0	\$ 151.92	8.0	\$ 365.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	10.0
11	160.10.45	Utility Locations Determined for Preliminary Engineering																		0.0
12	160.10.60	Preliminary Transportation Management Plan													16.0	\$ 923.04	160.0	\$ 5,539.20	\$ -	176.0
13	160.15	Supplemental Project Report																		0.0
14	160.45	Base Maps and Plan Sheets for PA&ED Development																		0.0
15																				0.0
16	165	ENVIRONMENTAL STUDIES AND ENVIRONMENTAL DOCUMENT																		0.0
17	165.10.25	Noise Study Report Review																		0.0
18	165.10.30	Transportation Air Quality Conformity Findings Checklist																		0.0
19	165.10.60	Paleontological Resources Compliance Review Memo																		0.0
20	165.10.75	Environmental Commitments Record Review																		0.0
21	165.10.80	Initial Site Assessment Checklist																		0.0
22	165.15	Biological Compliance Memo																		0.0
23	165.10.20	Visual Impact Assessment Report Review																		0.0
24	225.15/250	Environmental Re-evaluation																		0.0
25																				0.0
26	170	PERMITS AND AGREEMENTS																		0.0
27	170.10	Caltrans Encroachment Permit (Field Work)																		0.0
28																				0.0
29	185	PREPARE BASE MAPS AND PLAN SHEETS (35%) (EXCLUDED)																		0.0
30																				0.0
31																				0.0
32																				0.0
33	230	PREPARE DRAFT PLANS, SPECIFICATIONS, & ESTIMATE (PS&E - 65% and 95%)																		0.0
34	230.05	Draft Roadway Plans																		0.0
35	230.10	Draft Highway Planting Plans																		0.0
36	230.10.20	Draft Irrigation Plans																		0.0
37	230.10.90	Draft Landscape Walls																		0.0
38	230.15.15	Electrical Plans																		0.0
39	230.20	Transportation Management Plan																		0.0
40	230.25	Draft Utility Location Plans																		0.0
41	230.35	Draft Specifications																		0.0
42	230.4	Draft Quantities and Estimates																		0.0
43																				0.0
44	255	PREPARE FINAL DISTRICT PS&E PACKAGE	8.0	\$ 607.68		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			4.0	\$ 138.48	\$ -	12.0
45	255.20	Final District PS&E Package																		0.0
46	255.4	Resident Engineer's Pending File																		0.0
47																				0.0
48	260	PREPARE CONTRACT BID DOCUMENTS																		0.0
49	260.8	Draft Contract Ready																		0.0
50																				0.0
51	270	CONSTRUCTION ENGINEERING																		0.0
52	270.2	Construction Technical Support																		0.0
53																				0.0
54	295	ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT																		0.0
55	295.0	Accept Contract/Prepare Final Construction Estimate and Final Report																		0.0
200																				0.0
Total Hours			25.0	\$ 1,899.00	13.0	\$ 593.71	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	24.0	\$ 1,384.56	172.0	\$ 5,954.64	\$ -	244.0

Contract: 23-1002903				Date: 3/28/2023																					
Task Description						Consultant																			
0						Epic Land Solutions, Inc.																			
A	B	C				D1	E1	G1	H1	I1	J1	K1	L1	M1		AJ	AK	AL	AM						
						\$ 75.96	\$ 45.67	\$ 38.22	\$ 13	\$ 28.85	\$ 57.69	\$ 34.62	\$ 15.00	\$ 0		164.93%	8.60%								
Row	WBS Number	Drawing or Item of Work - Titles				Advisory Manager	Sub-Manager	GIS Analyst or W/Asst of W																	

- Changes to Level 5 Task budgets requires SBCTA Project Manager approval.

Minute Action

AGENDA ITEM: 12

Date: June 7, 2023

Subject:

Interstate 10 Corridor - Contract 1 Construction Update

Recommendation:

Receive and file the Interstate 10 Corridor - Contract 1 Construction Update.

Background:

Since April 2020, the construction work continues to progress forward, with much of the ten-mile corridor construction work currently underway to install two (2) express lanes in each direction from the County line through the Interstate 10 (I-10)/Interstate 15 (I-15) interchange. As of April 2023, the project work is at approximately 80 percent complete and construction time elapsed is 93 percent. This work includes completing utility relocations in conflict with the project, reconstructing retaining walls, soundwalls, bridge replacements and freeway and bridge widenings. The construction activity is presently near its peak, with eight (8) bridges completed to date, two (2) bridges near completion, and six (6) bridges currently in progress. Additionally, 86 retaining walls are being reconstructed, with 61 walls completed to date, two (2) near completion, eight (8) currently in progress and 15 remaining. The construction team is accomplishing approximately \$10 to \$15 million of invoiced work each month, representing a significant volume of work progressing along the project corridor.

The project was originally planned to be substantially complete in summer 2023; however, due to several construction challenges, the contractor's latest schedule update reflects a delay until March 2024. San Bernardino County Transportation Authority (SBCTA) and the Design-Builder are continuing to work diligently on many identified schedule opportunities to recover and to substantially open the express lanes and full freeway as early as possible. Some of the challenges are mainly related to added schedule durations for shoring and other work, as well as maintaining sequential activities versus overlapping concurrent work within the construction schedule. The project team continues to work with the Contractor to implement schedule recovery opportunities to move up opening of the express lanes from March 2024 to December 2023.

At this time, SBCTA, California Department of Transportation (Caltrans), and the Design-Builder are currently focused on finding solutions to these challenges and expediting construction completion and opening the express lanes, as described within the following 'Schedule Recovery Opportunities'.

Schedule Recovery Opportunities:

The purpose of the schedule recovery opportunities is to better manage, mitigate, and control the impact on the public, provide a safer work zone, and complete work faster. Major improvement and recovery opportunities are:

Work Progress

- Extended work hours – walls near Euclid Bridge
- Faster production on outside work for traffic switch
- Monte Vista Avenue

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

Page 2

Tolling – DB / TSP coordination

- Potential resequencing of elements of delivery vs Turnover Packages
- Testing

Pavement

- Rehabilitation - Replacements
- Final Configuration 4+2 lanes
- More median work areas
- Grinding / Sealing

In summary, as of April 2023, there has been significant progress and a tremendous volume of construction work completed to date, along the I-10 corridor from the City of Montclair through the City of Ontario. In the coming months, this progress will continue ahead as staff focuses on the Schedule Recovery Opportunities outlined above, to reach objectives, expedite construction completion, and open the express lanes within the next 12 months.

Financial Impact:

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

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on May 11, 2023.

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:





I-10 Contract 1 Construction Update

May 11, 2023



San Bernardino County
Transportation Authority

Construction Status

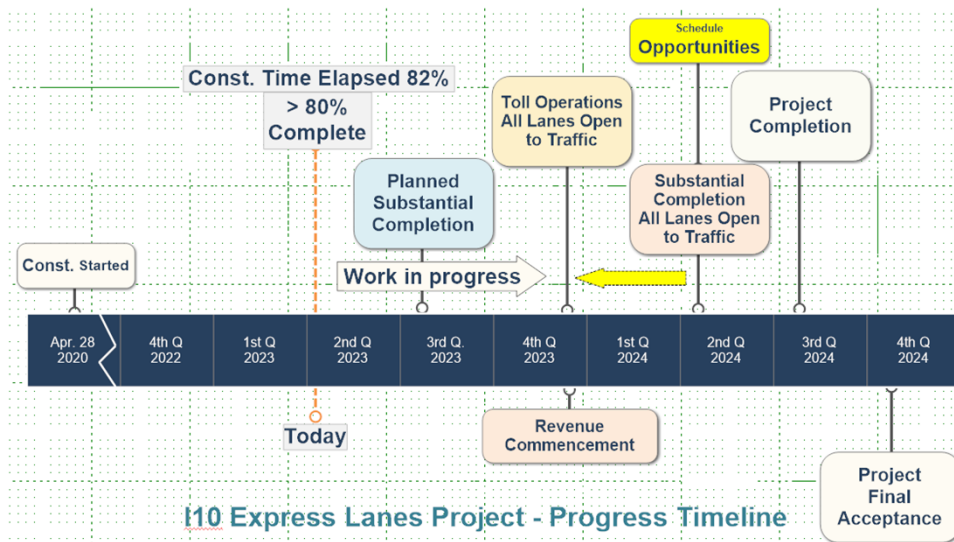
- 18 Bridges
 - 8 Completed
 - 2 Near Completion
 - 6 In Progress
 - 2 Remaining (median)
- 86 Walls
 - 61 Completed
 - 2 Near Completion
 - 8 In Progress
 - 15 Remaining



I-10 Contract 1 Construction Update

2

Progress Timeline



I-10 Contract 1 Construction Update

3

Schedule Recovery Opportunities

Work Progress

- Extended work Hours – walls near Euclid Bridge
- Faster production on outside work for Traffic switch
- Monte Vista Avenue

Tolling – DB / TSP coordination

- Elements Delivery vs Packages
- Testing

Pavement

- Rehabilitation - Replacements
- Final Configuration 4+2 lanes
- More median work areas
- Grinding / Sealing



I-10 Contract 1 Construction Update

4

Minute Action

AGENDA ITEM: 13

Date: June 7, 2023

Subject:

Transportation Development Act Article 3: Redlands Scope Reduction Requests

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, approve the following scope reductions for the City of Redlands' Transportation Development Act (TDA) Article 3 awards:

A. Fiscal Year (FY) 2013/2014 Orange Blossom Trail Phase III: remove construction of a Class I path between Bryn Mawr Avenue and California Street with a return in the amount of roughly \$140,000 to the TDA Article 3 program.

B. FY 2017/2018 East Valley Corridor Bike Route Interconnect: change Class I on Alabama Street to Class II with a buffer plus other modifications with a return in the amount of \$155,754.14 to the TDA Article 3 program.

Background:

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds (LTF) made available to counties and cities for facilities exclusively used by pedestrians and bicyclists, known as the Transportation Development Act (TDA) Article 3 program. In August 1999, the SBCTA Board of Directors (Board) approved a policy that 80% of the TDA Article 3 program funds would be made available for projects that improve bicycle and pedestrian facilities. The remaining 20% would be available for projects that improve access to transit stops for pedestrians and persons with disabilities.

Over the years, the City of Redlands (City) has received several TDA Article 3 awards, three of which the City is unable to complete as originally scoped. Below is a description of the scope reductions the City is currently requesting (City request letters included as Attachment 1).

A. Fiscal Year (FY) 2013/2014 Orange Blossom Trail Phase III: remove construction of a Class I path between Bryn Mawr Avenue and California Street with a return in the amount of roughly \$140,000 to the TDA Article 3 program.

On July 10, 2013, the SBCTA Board awarded the City TDA Article 3 funding in the amount of \$918,722, with a local match of \$162,128, for a total project cost of \$1,080,850, to complete a 1.2-mile Class I bike lane from Mountain View Avenue to California Street by June 30, 2016. Since then, several requests relating to this project have been approved including:

1. On February 23, 2016, SBCTA staff approved a one-year extension, revising the deadline to June 30, 2017.
2. On October 26, 2016, SBCTA staff approved an extension from June 30, 2017 to December 30, 2017 and a scope change that replaced a 0.5-mile section between Bryn Mawr Avenue and Mountain View Avenue with a 0.5-mile section between Alabama Street and Tennessee Street. The project location change was needed due to

Entity: San Bernardino County Transportation Authority

complications obtaining an encroachment permit from San Bernardino County Flood Control.

3. On October 10, 2017, SBCTA staff approved a deadline extension to December 31, 2018.
4. On August 21, 2019, SBCTA staff approved a deadline extension to December 31, 2020.
5. On March 3, 2021, the SBCTA Board approved a project deadline extension to December, 31, 2021.
6. On December 1, 2021, the SBCTA Board approved a deadline extension to December 31, 2023.

In February 2022, the City went out to bid for the revised scope as approved in October 2016. However, due to escalating costs since 2013, all of the proposals came in over budget and were rejected. In June 2022, the City went out to bid for construction for a portion of this project between Alabama Street and Tennessee Street and awarded a contract in the amount of \$782,396.00 with a completion date in April of 2023.

On March 30, 2023, the City submitted a letter requesting a scope reduction to remove construction of a Class I bike lane between Bryn Mawr Avenue and California Street, leaving only the portion for which the City awarded a construction contract in June 2022.

If approved, the total cost will be \$916,634.90 (\$779,181.64 TDA Article 3 & \$137,453.26 local match) of the original \$1,080,850 budget. The total cost reflects the design of the Orange Blossom Trail Phase III from Mountain View Avenue to California Street, which the City will use in the future, as well as the segment from Alabama Street to Tennessee Street. The rest of the cost was used for permits, inspections fees, and construction of the trail from Alabama Street to Tennessee Street.

The City has already been reimbursed using TDA Article 3 funds in the amount of \$107,558.05 and, pending approval of this scope change request, expect to submit additional invoices totaling roughly \$672,000, resulting in a return of roughly \$140,000 to the TDA Article 3 program.

B. FY 2017/2018 East Valley Corridor Bike Route Interconnect: change Class I on Alabama Street to Class II with a buffer plus other modifications with a return in the amount of \$141,246.74 to the TDA Article 3 program.

On June 1, 2016, the SBCTA Board awarded the City TDA Article 3 funding in the amount of \$264,401 to be used as a partial match for an Active Transportation Program (ATP) Cycle 3 award in the amount of \$2,112,000 for the East Valley Corridor Bike Route Interconnect Project (Project). The Project scope was originally to construct a Class I bikeway on Alabama Street across the Santa Ana River connecting to City of Highland and City of San Bernardino. The original scope also included a Class IV bikeway on San Bernardino Avenue from Mountain View Avenue to California Street and transitioned to a Class II bikeway with buffer to Alabama Street. The final portion of the original scope was a Class II bikeway along

Alabama Street from Lugonia Avenue to Pioneer Avenue and Class III at the end of California Street.

Due to critical habitat impacts, and other circumstances that made parts of the scope unnecessary, the consultant hired to conduct the design and environmental work, recommended design alternatives that would avoid these issues and reduce the total Project cost to \$1,769,680. The scope changes requested propose to:

1. **Reduction:** Build a Class II bikeway with buffer (two (2) foot striping buffer, a five (5) foot bike lane in each direction of travel with street shoulder) on the west and east side of Alabama Street from the proposed Santa Ana River Trail (SART) entrance to the City Limits, in lieu of the Class I bikeway.
2. **Addition:** The original scope of the Project excluded any improvements on Alabama Street from Pioneer Avenue to the proposed SART entrance/connection. The proposed scope includes approximately 65 miles of Class II bikeway on this portion of Alabama Street.
3. **Negligible:** The original scope of the Project included slurry seal south of Pioneer Avenue and north of the SART connection/entrance on Alabama Street. The proposed scope excludes this item because it was determined it was not needed since street improvements have recently been completed or are scheduled for this area.
4. **Safety Improvement:** The original scope of the Project ended at the City's limits on the east side of Alabama Street. The proposed scope extends the Class II bikeway until the nearest signalized intersection in the City of Highland. There is no existing bike lane on Alabama Street from the City Limits to the nearest signalized intersection. Continuing the Class II bikeway until a signalized intersection allows the users to exit the Alabama Street corridor safely and avoid confusion from both motorized and non-motorized traffic.
5. **Negligible:** The original scope of the Project included asphalt concrete (AC) dikes for the Class IV bikeway on San Bernardino Avenue. The proposed scope replaces the AC dike with a 4" Portland Cement Concrete Pavement curb with median break.
6. **Negligible:** The original scope of the Project included a ramp to connect the Class IV bikeway on San Bernardino Avenue to the existing East Valley Corridor Multi-Purpose Trail. The proposed scope eliminated the ramp because it is not needed.
7. **Reduction & Safety Improvements:** The original scope of the Project included bike boxes, bike detection loops and marking, and stage queue boxes to allow bicycle users to stage in front of traffic during red lights at signalized intersections and get a head start of cars when going straight or making a left turn. The proposed scope removes these items as some of them were deemed unsafe for bicyclists.

Unfortunately, these modifications were denied by the California Department of Transportation (Caltrans) and the City lost ATP funding for the Project. The City has already been reimbursed

Board of Directors Agenda Item

June 7, 2023

Page 4

in the amount of \$99,390.91 using TDA Article 3 funds and, if the scope change is approved, expects to submit one last request for reimbursement in the amount of \$9,255.95. These expenses cover completion of the Plans, Specifications, and Estimates (PS&E) and environmental review/documentation, rendering the modified Project shovel ready. Approval of this scope change request would result in a refund of unspent funding in the amount of \$155,754.14 to the TDA Article 3 program.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 10, 2023.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino County Transportation Authority



City of REDLANDS

Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
MUED Director

March 30, 2023

Ginger Koblasz
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

ORANGE BLOSSOM TRAIL PHASE III – TDA Article 3 Grant Funding

Ms. Koblasz,

City of Redlands (City) adopted Resolution No. 7299 on July 16, 2013, which accepted Transportation Development Act Article 3 grant funding in the amount of \$918,722.00 and allocated \$162,128.00 of City's Palmetto Grove Fund used as the grant match for the construction of the Orange Blossom Trail (OBT) Phase 3 project (Project). The Project scope was originally to construct entirely within San Bernardino County Flood Control (Flood Control) right-of-way between California Street to Mountain View Avenue. In 2016, the scope was changed to construct the segment from Bryn Mawr Avenue to California Street and the segment from Alabama Street to Tennessee Street. This change was due to the design challenges of the originally scoped segments.

The segment between Alabama Street and Tennessee Street later proved to have its own set of obstacles in the development of the plans and the obtaining of the permit. In February 2022, upon Flood Control's approval of the encroachment permit, the City finally advertised the project to construct the scoped segments of OBT. Unfortunately, the bids received exceeded the available grant funding for the Project. Therefore, the City rejected all bids received. The City then made minor modifications to the plans and re-advertised the Project in June 2022. The advertisement was to construct only the segments from Alabama Street to Tennessee Street to optimize the use of the available funds. A contract in the amount of \$782,396.00 was successfully awarded and construction will be complete by April 2023.

Since this TDA grant was awarded in 2013, the cost of the project evidently, and significantly, increased. Despite the City's best efforts to complete the project as scoped, unforeseen circumstances caused the project to be delayed and in turn increased its cost. The remaining TDA Article 3 grant funds will not be sufficient to construct the Project as scoped. The City is formally requesting SBCTA's approval to remove the segment of OBT between Bryn Mawr Avenue and California Street from the scope and to utilize \$665,036.24 of the remaining grant funds for construction of the segment from Alabama Street to Tennessee Street. If approved, the total cost will be \$916,634.90 (\$779,181.64 TDA Article 3 & \$137,453.26 Local Match) of the original budget of \$1,080,850. The total cost reflects the design of OBT from Mountain View



Avenue to California Street, which the City will use in the future, as well as the segment from Alabama Street to Tennessee Street. The rest of the cost is used for permits, inspections fees, and construction of the trail from Alabama Street to Tennessee Street. The City is seeking different funding sources for construction of the segments from the I-10 freeway to Bryn Mawr Avenue and from Bryn Mawr Avenue to California Street which will complete the trail.

If you have any questions, please contact me at 909-798-7584 Ext. 4.

Sincerely,



Gerard Nepomuceno
Civil Engineer



City of REDLANDS

Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
MUED Director

April 26, 2023

Ginger Koblasz
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

EAST VALLEY CORRIDOR BIKE ROUTE INTERCONNECT PROJECT – TDA Article 3 Grant Funding

Ms. Koblasz,

On December 18, 2018, City of Redlands (City) accepted a Transportation Development Act Article 3 grant funding in the amount of \$264,401 with a local match of \$265,000 for the design of the ATP Cycle 3 East Valley Corridor Bike Route Interconnect project (Project). The construction of the project is funded through ATP funds in the amount of \$2,112,000. The Project scope was originally to a Class I bikeway on Alabama Street across the Santa Ana River connecting to City of Highland and City of San Bernardino. The original scope also included a Class IV bikeway on San Bernardino Avenue from Mountain View Street to California Street and transitioned to a Class II bikeway with buffer to Alabama Street. The final portion of the original scope was a Class II bikeway along Alabama Street from Lugonia Avenue to Pioneer Avenue and Class III at the end of California Street. Recently, the scope was changed to minimize the environmental mitigation challenges that occurred on the Alabama Street segment where a Class I bikeway was proposed.

In December 2018, an agreement was awarded to KOA Corporation to complete the design and environmental documents for the project. During the environmental review, it was determined that the segment on Alabama Street with a Class I bikeway impacts the Critical Habitat for the San Bernardino Kangaroo Rat (SBKR) and the Santa Ana Sucker. The environmental costs and time needed for the construction of this project were unattainable. With guidance from KOA and their environmental subconsultant, the City determined to seek design alternatives to alleviate the environmental mitigation challenge. The scope changes propose to build a Class II bikeway with buffer (two (2) foot striping buffer, a five (5) foot bike lane in each direction of travel with street shoulder) on the west and east side of Alabama Street from the proposed SART entrance to the City Limits, in lieu of the Class I bikeway. Other proposed scope changes are highlighted below:

- a) The original scope of the Project excluded any improvements on Alabama Street from Pioneer Avenue to the proposed SART entrance/connection. The proposed scope includes approximately .65 miles of Class II bikeway on this portion of Alabama Street.



- b) The original scope of the Project included slurry seal south of Pioneer Avenue and north of the SART connection/entrance on Alabama Street. The proposed scope excludes this item because it was determined it was not needed since Street improvements have recently been completed or are scheduled for this area.
- c) The original scope of the Project ended at the City's limits on the east side of Alabama Street. The proposed scope extends the Class II bikeway until the nearest signalized intersection in the City of Highland. There is no existing bike lane on Alabama Street from the City Limits to the nearest signalized intersection. Continuing the Class II bikeway until a signalized intersection allows the users to exit the Alabama Street corridor safely and avoid confusion from both motorized and non-motorized traffic.
- d) The original scope of the Project included AC dikes for the Class IV bikeway on San Bernardino Avenue. The proposed scope replaces the AC dike with a 4" PCC curb with median break.
- e) The original scope of the Project included a ramp to connect the Class IV bikeway on San Bernardino Avenue to the existing East Valley Corridor Multi-Purpose Trail. The proposed scope eliminated the ramp because it is not needed.
- f) The original scope of the Project included bike boxes, bike detection loops and marking, and stage queue boxes to allow bicycle users to stage in front of traffic during red lights at signalized intersections and get a head start of cars when going straight or making a left turn. The proposed scope removes these items as it was deemed unsafe for bicyclists.

In February 2023, a scope change request was submitted to Caltrans for the construction portion of the project. Caltrans denied the scope change and lapsed the ATP construction funds for the project. The City is seeking alternative funding sources for the construction of this project.

The City is formally requesting SBCTA's approval of a scope change for the TDA portion of the project to be able to apply for future construction funding. The proposed scope change reduces construction costs from \$2,112,00 to \$1,769,680. No additional TDA Article 3 grant funds are needed for the completion of the design phase of the project. The project is shovel ready, with the plans and specifications reflecting the scope change.

If you have any questions, please contact me at 909-798-7584 Ext. 6.

Sincerely,

Veronica Medina

Veronica Medina
Associate Engineer



Minute Action

AGENDA ITEM: 14

Date: June 7, 2023

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority has two (2) ongoing construction contracts and two (2) vehicle procurement contracts related to the Transit and Rail Program. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.

B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had the following CCOs executed since the last report:

1) CCO 288: Final claims resolution (\$2,438,017.78)

2) CCO 289: Final quantity reconciliation: (-\$104,744.17)

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

D. Contract No. 20-1002310 with Stadler US for Zero Emission Multiple Unit (ZEMU) Rail Vehicle Procurement has had no CCOs executed since the last report.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on May 11, 2023.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Rail and Transit Construction Contracts

RPRP- Vehicle Procurement From Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$1,015,211.83
APPROVED CONTINGENCY		\$2,070,508.00
REMAINING CONTINGENCY		\$1,055,296.17
RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
Executed Change Orders		
Number	Description	Amount
288	Final Claims Resolution	\$2,438,017.78
289	Quantity Reconciliation 09	(\$104,744.17)
CCO TOTAL		\$24,580,968.81
APPROVED CONTINGENCY		\$24,634,814.59
REMAINING CONTINGENCY		\$53,845.78
RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$6,131,139.71
APPROVED CONTINGENCY		\$6,638,400.00
REMAINING CONTINGENCY		\$507,260.29

Attachment: May 2023 Transit Committee CCOs Granite FWI and Stadler v2.2 (9640 : Contract Change Orders to on-going Contracts with

Minute Action

AGENDA ITEM: 15

Date: June 7, 2023

Subject:

Amendment No. 3 to Contract No. 16-1001409 for On-Call Railroad Maintenance of Way Services

Recommendation:

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

Approve Amendment No. 3 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc., for On-Call Railroad Property Maintenance of Way Services, to extend the contract six (6) months, through December 31, 2023, and to increase the contract amount by \$414,822, for a new not-to-exceed total of \$6,195,000.

Background:

A Notice to Proceed for Contract No. 16-1001409 was issued on June 8, 2016 for a five-year term. The Contract also provided for two (2) optional one-year extensions, both of which were exercised by amendments to the Contract. The second extension expires on June 30, 2023.

Amendment No. 3 to Contract No. 16-1001409 extends the period of performance of the existing On-Call Railroad Property Maintenance of Way Services contract by six (6) months, through December 31, 2023, and increases the contract expense authority to pay for up to six (6) months of additional maintenance of way services.

On January 4, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved release of Request for Proposals (RFP) No. 23-1002920 for the competitive procurement of Railroad Maintenance of Way Services to assume the maintenance of way responsibilities after the expiration of Contract No. 16-1001409. This procurement is for a five-year term, plus two (2) optional one-year extensions, and is estimated to be not less than a \$5,000,000 contract. One of the requirements of working within SBCTA's Right-of-Way is that contractors have a railroad safety and reporting program as required by the Southern California Regional Rail Authority (SCRRA) for the contractor to be territory qualified, a process by which individuals successfully demonstrate proficiency of their knowledge of the railroad property as well as the numerous SCRRA safety programs, notices, procedures, and information sources applicable to effectuating railroad safety on a daily basis in response to whatever the present situation may be. If being SCRRA territory qualified were a prerequisite of the RFP, then the procurement would be less competitive, being limited to only those contractors who are already working in the railroad right-of-way either for SCRRA or one or more of the SCRRA member agencies.

To ensure a competitive procurement process, the RFP allows the proposer to get SCRRA territory qualified after being awarded the contract. This potential territory qualification period combined with allowing for a six (6) week period to advertise the RFP, allows proposers time to fully understand the scope of work and assemble a quality proposal. However, this means that the award of the new railroad maintenance of way services contract is not anticipated until July 5, 2023. After award of the contract, the new contractor might require some time to mobilize before they are prepared to enter the right-of-way and start providing maintenance of way services.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

Page 2

For these reasons, staff recommends that the Board of Directors approve Amendment No. 3 to Contract No. 16-1001409 to extend the existing railroad maintenance of way services contract by six (6) months to ensure continuity of SBCTA's maintenance of way efforts. The additional expenditure authority provided to Contract No. 16-1001409 to pay for the maintenance of way is budgeted as maintenance of way and will be simply a reallocation of the initial year's maintenance of way budget between Contract No. 23-1002920 and Contract No. 16-1001409. Once the new maintenance of way service contract is ready to proceed, a stop work notice will be issued on the existing contract and service will be rendered under the new contract.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Adopted Budget and the Fiscal Year 2023/2024 Proposed Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Contract Summary Sheet

15.a

General Contract Information

Contract No: 16-1001409 Amendment No.: 3

Contract Class: Payable Department: Transit

Vendor No.: 01121 Vendor Name: JOSHUA GRADING & EXCAVATING, INC.

Description: RIGHT OF WAY MAINTENANCE SERVICES

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	4,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	1,780,178.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	414,822.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	6,195,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	6,195,000.00

Contract Authorization

Board of Directors Date: 06/07/2023 Board Item # 9641

Contract Management (Internal Purposes Only)

Other Contracts _____

Sole Source? No

No Budget Adjustment _____

Local _____

Professional Services (Non-A&E) _____

N/A _____

Accounts Payable

Estimated Start Date: 06/01/2016 Expiration Date: 06/30/2023 Revised Expiration Date: 12/31/2023

NHS: N/AQMP/QAP: N/APrevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	6,195,000.00	\$	-
GL	1080	30	0314	0377	53470	48005208	Reimburse 3rd Party Claims	109,482.48	-	-
GL	4150	30	3015	0324	53470	41100000	Sales Tax - MSI	53,000.00	-	-
GL	6010	30	0313	0361	53470	48001036	SM. Logistics_191002160	13,098.54	-	-
GL	1040	30	0313	0361	53470	41200000	Sales Tax - LTF	3,922,418.98	-	-
GL								-	-	-
GL	1040	30	0313	0361	53470	41200000	Sales Tax - LTF	1,682,178.00	-	-
GL								-	-	-
GL	1040	30	0313	0361	53470	41200000	Sales Tax - LTF	414,822.00	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Amendment 3 adds an option for SBCTA to extend 16-1001409 by up to six months, not to exceed December 31, 2023 and provides additional expenditure authority to finance the up to additional six months of contract term. CSS has been filled out assuming the full six months option is extended however it could be less.

Attachment: CSS - 16-1001409 - 3 (9641 : Amendment No. 3 to Contract No. 16-1001409 for On-Call Railroad Maintenance of Way Services)

AMENDMENT NO. 3 TO CONTRACT NO. 16-1001409

FOR

RIGHT OF WAY MAINTENANCE SERVICES FOR

SAN BERNARDINO, SAN GABRIEL AND REDLANDS SUBDIVISIONS

(JOSHUA GRADING & EXCAVATING, INC.)

This AMENDMENT No. 3 to Contract No. 16-1001409 (this "Amendment") is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Joshua Grading & Excavating, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. 16-1001409, engaged CONSULTANT to provide right of way maintenance services for the San Bernardino, San Gabriel, and Redlands Subdivisions ("Contract"); and
- B. SBCTA and CONSULTANT amended the Contract with Amendment 1, to modify the Scope of Work and to increase the contract amount by \$98,000.00 for a total Contract Not-To-Exceed amount of \$4,098,000.00 ("Amendment 1"); and
- C. SBCTA and CONSULTANT amended the Contract with Amendment 2, to increase the contract amount by \$1,682,178.00 for a total Contract Not-To-Exceed amount of \$5,780,178, and to exercise the Contract's options to extend the Contract term through June 30, 2023.
- D. SBCTA and CONSULTANT desire to extend the Contract term for an additional six months, through December 31, 2023, and to increase the contract amount by \$414,822.00, for a total Contract Not-To-Exceed amount of \$6,195,000.00.

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

1. Delete Section 3.4 of ARTICLE 3. "COMPENSATION" in its entirety and replace with the following:

"3.2 The total Contract Not-To-Exceed Amount is Six Million One Hundred Ninety Five Thousand Dollars (\$6,195,000.00). All Work provided under this Contract is to be performed as set forth in Scope of Work described in Exhibits A and A.1 and shall be reimbursed pursuant to Exhibits B and B.1. The hourly labor rates identified in Exhibits B and B.1 shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the

amounts identified in Exhibits B and B.1. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibits B or B.1 or agreed to and approved by SBCTA as required under this Contract.”

2. Delete the body of ARTICLE 2. "CONTRACT TERM" in its entirety and replace with the following sections:
 - “2 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst, and shall continue in full force and effect through December 31, 2023, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. Consultant shall not be compensated for any Work performed or cost incurred prior to issuance of the NTP.”
3. Except as amended by this Amendment No. 3, all other provisions of Contract No. 16-1001409 as previously amended shall remain in full force and effect and are incorporated herein by this reference.
4. The Recitals set forth above are incorporated herein by this reference.
5. This Amendment No. 3 shall be effective upon execution by SBCTA.

[Signatures on following page]

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

**JOSHUA GRADING & EXCAVATING, INC. SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Muriel Craft
CEO

By: _____
Art Bishop
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas Craft
Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE:

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 16

Date: June 7, 2023

Subject:

Release of Request for Proposals No. 23-1002958 for Vanpool Vehicle Providers

Recommendation:

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

Approve release of Request for Proposals No. 23-1002958 for Vanpool Vehicle Providers for SBCTA's Vanpool Subsidy Program.

Background:

San Bernardino County Transportation Authority (SBCTA) launched a Vanpool Subsidy Program (Program), branded as SB Loop, in September 2018. The Program was identified in SBCTA's Short Range Transit Plan as an opportunity to provide an alternative commute option where transit service was not available or feasible. The program provides a monthly subsidy towards the cost of a vanpool vehicle and is defined by the following characteristics:

- a. A transit mode comprised of vans or other vehicles with seven to 15 seats; and
- b. Operates at least 12 days during each calendar month for a group of five to 15 individuals; and
- c. Travels at least 30 miles roundtrip directly between a home origin(s) and a regular work or post-secondary school destination(s) with the origin and/or destination being within the SBCTA jurisdictional area (San Bernardino Valley, San Bernardino Mountains, Morongo Basin and Colorado River), excluding the Victor Valley Transit Authority jurisdictional area which has its own vanpool program; and
- d. Maintains a minimum vanpool occupancy at 70 percent or higher at the time the application is submitted to SBCTA for consideration and at 50 percent or higher on a monthly basis.

SBCTA currently has a contract with one vanpool vehicle provider that is set to expire on December 31, 2023, and staff is recommending the release of a new Request for Proposals (RFP) No. 23-1002958. If multiple vehicle providers bid on the RFP, staff anticipates building a bench of vanpool vehicle providers, providing SB Loop program participants multiple options to choose from. Vanpool vehicle providers are responsible for providing the vehicles to Program participants, including required Americans with Disabilities Act (ADA) modifications if requested, vehicle equipment and supplies, vehicle maintenance, emergency and non-emergency towing services, coordinating and providing emergency and non-emergency passenger transportation, maintenance facilities, employees, insurance, and other items necessary for ongoing operation and maintenance of vehicles. Program participants are responsible for additional operating costs such as fuel, express lane/toll fees, parking fees, and premium vehicle features such as onboard Global Positioning System (GPS), satellite radio, or Wi-Fi.

SBCTA provides a subsidy payment directly to the vanpool vehicle providers on a monthly basis, not to the individual vanpools. Currently, the program offers up to a \$400 subsidy per vehicle per month. Proposed in the draft Fiscal Year (FY) 2023/2024 Budget, the program will pay 50 percent of the lease cost up to \$600 for petroleum-fueled vehicles and \$700 for

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

Page 2

zero-emission vehicles (battery electric and hydrogen-fuel cell). This increase is consistent with subsidies offered by neighboring vanpool programs, and is recommended in the draft budget to accommodate an overall increase in vanpool vehicle rates and fuel costs. Contracts stemming from this RFP will be effective January 1, 2024, for a term of three years, plus three one-year option years. While rare, should new vanpool vehicle providers enter the market during the duration of the contract(s), the RFP will be re-opened utilizing the same scope of work and contract terms.

As of March 31, 2023, SBCTA had 72 vanpools operating. The program was launched utilizing Federal Transit Administration (FTA) funds through a sub-recipient agreement with Omnitrans. SBCTA reports vanpool program data, such as passenger and vehicle revenue hours and miles, and out-of-pocket expenses such as fuel, express lane fees, cleaning and parking, into the National Transit Database (NTD), all of which is collected through the program's website. Vanpool program data reported into the NTD generates FTA 5307 Urbanized Area Formula funds. In FY 2020/2021, SBCTA was allocated \$313,135 and in FY 2021/2022, \$1,114,038 was allocated, resulting in a total of \$1,427,173 of FTA 5307 for data reported into the NTD during FY 2018/2019 and FY 2019/2020. While the majority of the Program is still utilizing funds from the initial \$4 million FTA grant, staff anticipates the program will continue to generate enough revenue to sustain program operations, as well as additional revenue that can be utilized towards other transit projects in areas where the funds were generated. When FTA funds are not used, the Program is supplemented as needed with Measure I funds for miscellaneous costs, including zero-emission vehicles. Currently there are no zero-emission vehicles in the Program.

Upon approval and release of RFP No. 23-1002958 for Vanpool Vehicle Providers, staff anticipates reporting the results and draft contract(s) to the SBCTA Board of Directors in November 2023 for review and approval.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 17

Date: June 7, 2023

Subject:

Omnitrans Short Range Transit Plan Fiscal Year 2023-2030

Recommendation:

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

- A. Receive and file a presentation on the Omnitrans Short Range Transit Plan.
- B. Approve the Omnitrans Short Range Transit Plan for Fiscal Year 2023-2030.

Background:

San Bernardino County Transportation Authority (SBCTA) requires each transit agency to prepare a short range transit plan (SRTP), which is typically a five-year operating and capital plan. Operators update their SRTP based on current funding projections, from SBCTA, as well as performance trends analyzed through the SRTP process. Throughout the stage of the SRTP, operators will amend the plan to incorporate updated cost estimates and funding to respond to changing needs during the SRTP time frame.

Through the collaboration with SBCTA, Omnitrans' projected financial position remains balanced in both operating and capital forecast through 2030. Over the Fiscal Year (FY) period of 2023-2030, Omnitrans' projected total revenue is \$1.2 billion with total costs of \$1.2 billion. The majority cost over this time period continues to be the operational cost; however, there is an increase in capital due to Zero Emission Bus (ZEB) requirements. It is important to note that while Omnitrans staff did their due diligence in regards to project costs and service, there is still a level of uncertainty due to the unknowns caused by the pandemic.

Attachment A is the complete SRTP. During the time period of this SRTP, Omnitrans will be working on the following key components (points are from Omnitrans SRTP pages 1-2):

- **Service Resumption:** Restore service to planned levels, which improves overall ease of use of the system, primarily through frequency resumption and improved transfer connectivity. This will be Omnitrans' primary focus during FY 2023 through the beginning of FY 2025.
- **sbX Purple Line (West Valley Connector Project):** Continue to partner with SBCTA on delivery of the West Valley Connector bus rapid transit line, including construction electrical charging infrastructure upgrades at the West Valley Maintenance Facility and conducting training and commission to initiate revenue service in 2025.
- **ZEB Implementation:** Furthering the implementation of ZEBs through evaluation of both battery electric and hydrogen fuel cell buses. Implement the 18 battery electric buses and in-route charging on the sbX Purple Line. Seek grant funding to further transition the fleet and related infrastructure to ZEBs.
- **Improving Frequency:** Nearly 60 percent of Omnitrans riders are on six (6) core routes. Improving frequency on these routes significantly improves ease of use and mobility for the majority of Omnitrans riders and is key to attracting new riders to achieve federal, state and regional policy objectives.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

Page 2

- **Introducing Innovative Services:** The OmniRide microtransit service, and supporting technology, has been well received to expand access to public transit in the communities it serves. Expanding access to OmniRide and other innovative solutions will help Omnitrans deliver more mobility solutions that match the individual characteristics of the communities served.
- **Fare Technology:** Tracking fare technology changes, with a specific goal implementing open-payment solutions.
- **Enhancing Bus Stop Amenities:** Working with Joint Powers Authority partners to improve bus stop amenities as new developments are built, or through grants, to enhance the entry point to all transit trips improving both customer experience and safety.

On April 5, 2023, the Omnitrans Board of Directors approved their SRTP. SBCTA Board of Directors' approval is needed to signify the intention to fully fund the transit operator's needs. The needs of the operator will continue to be evaluated annually and an allocation will be taken to the SBCTA Board of Directors for final approval.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:



SHORT-RANGE TRANSIT PLAN FY2023 – 2030



Attachment: Attachment A Omnitrans SRTP 2023-2030 (9643 : Omnitrans SRTP)

Message from the CEO/General Manager

While the last few years have brought unprecedented changes with the pandemic and the subsequent workforce shortage, through the Board of Directors' leadership and the hard work and dedication of the entire Omnitrans team, the Agency has emerged stronger, more resilient, more adaptable, and on strong financial footing.

Over the last two years, Omnitrans has adjusted service levels multiple times to match pandemic conditions, ridership demand, and workforce levels. We've implemented innovative OmniRide microtransit service in the communities of Chino Hills/Chino, Upland, and Bloomington. Omnitrans implemented the ConnectForward service plan designed to ensure long-term financial sustainability.

We've begun the transition toward the zero-emission bus (ZEB) fleet of the future. The Agency's first four battery electric buses went into service in 2021 with 18 more on order to support the sbX Purple Line. The Agency's first four hydrogen fuel cell buses are on order after Omnitrans successfully received \$10.5 million in competitive federal and state grants.

We've improved customer amenities. At bus stops, the Agency has added shelters, benches, and solar lights to enhance customer experience and safety, and has partnered with JPA members to construct ADA-compliant boarding areas and sidewalk improvements. Onboard, Omnitrans has installed Wi-Fi on nearly the entire fleet and replaced seats with cleaner, more comfortable, and more durable materials. We've implemented enhanced cleaning and maintenance practices to realize our "new bus standard" for the entire fleet.

As the Consolidated Transportation Services Agency (CTSA), Omnitrans has expanded the Regional Mobility Partnership (RMP) program to include funding for twelve city and non-profit partners to provide mobility services for seniors and individuals with disabilities. We've expanded our own CTSA programs to include Uber Ride, which is a 50% subsidy on Uber rides for seniors and individuals with disabilities.

Collectively, these enhancements ensure Omnitrans is delivering on its mission to *connect our community with coordinated and sustainable transit services*.

Over this planning horizon, Omnitrans seeks to build upon this established foundation. While uncertainty remains on the exact path forward, the focus areas the Agency is working to achieve within this SRTP period are clear:

- **Service Resumption:** Restore service to planned levels, which improves overall ease of use of the system, primarily through frequency resumption and improved transfer connectivity. This will be Omnitrans' primary focus during FY2023 through the beginning of FY2025.
- **sbX Purple Line (West Valley Connector project):** Continue to partner with SBCTA on delivery of the West Valley Connector bus rapid transit line, including constructing electrical charging infrastructure upgrades at the West Valley Maintenance Facility and conducting training and commissioning to initiate revenue service in 2025.

- **ZEB Implementation:** Furthering the implementation of ZEBs through evaluation of both battery electric and hydrogen fuel cell buses. Implement the 18 battery electric buses and in-route charging on the sbX Purple Line. Seek grant funding to further transition the fleet and related infrastructure to ZEBs.
- **Improving Frequency:** Nearly 60% of Omnitrans riders are on six core routes. Improving frequency on these routes significantly improves ease of use and mobility for the majority of Omnitrans riders and is key to attracting new riders to achieve federal, state, and regional policy objectives.
- **Introducing Innovative Services:** The OmniRide microtransit service and supporting technology has been well received to expand access to public transit in the communities it serves. Expanding access to OmniRide and other innovative solutions will help Omnitrans deliver more mobility solutions that match the individual characteristics of the communities we serve.
- **Fare Technology:** Tracking fare technology changes, with a specific goal of implementing open-payment solutions, is key to ease of use and regional connectivity.
- **Enhancing Bus Stop Amenities:** Working with JPA partners to improve bus stop amenities as new developments are built or through grants, to enhance the entry point to all transit trips improving both customer experience and safety.

Each of the focus areas above support the six FY2021-2025 Strategic Plan Goals: Safe & Secure Operations, Customer Experience, Organizational and Workforce Development, Finance, Long-Range Planning and Community Engagement.

Omnitrans strives to move each of these goals and focus areas forward to better connect our region and support the region path to a strong economy and meeting federal, state, and local policy objectives. Additionally, Omnitrans will utilize this plan to aggressively seek competitive funding sources to benefit the region.

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INTRODUCTION

Omnitrans is a Joint Powers Authority (JPA) established in 1976 to provide public transportation in the San Bernardino Valley. Omnitrans' JPA includes 15 cities and the County of San Bernardino. The JPA-member cities are Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

Board of Directors

The JPA's governing board consists of one elected official from each member city and four county supervisors. The Board of Directors sets agency policy.



John Dutrey
Chair
City of Montclair



Frank Navarro
Vice Chair
City of Colton



Jesse Armendarez
County 2nd District



Dawn Rowe
County 3rd District



Curt Hagman
County 4th District



Joe Baca Jr.
County 5th District



Eunice Ulloa
City of Chino



Cynthia Moran
City of Chino Hills



John Roberts
City of Fontana



Bill Hussey
City of Grand Terrace



Penny Lilburn
City of Highland



Ron Dailey
City of Loma Linda



Alan Wapner
City of Ontario



Kristina Scott
City of Rancho Cucamonga



Denise Davis
City of Redlands



Rafael Trujillo
City of Rialto



Helen Tran
City of San Bernardino



Bill Velto
City of Upland



Bobby Duncan
City of Yucaipa

Omnitrans Senior Leadership Team

Omnitrans CEO/General Manager implements the Board of Directors' policy direction and provides strategic and operational leadership to the organization. Omnitrans Senior Leadership Team (SLT) supports the CEO/General Manager by supporting and developing Agency staff, overseeing day-to-day business operations, and leading the implementation of agency initiatives. The SLT works to advance the Agency's Vision, Mission, Values and Goals.



Vision, Mission, Values & Goals

Omnitrans' Senior Leadership Team engaged with Omnitrans' Board of Directors, employees, customers, and community stakeholders to create the Fiscal Year 2021 – 2025 Strategic Plan, which was adopted by the Board of Directors in April 2021. The plan sets the Agency's vision, mission, values, and goals. It serves as the overall business plan for the organization.

Vision – Omnitrans provides innovative mobility solutions that connect our region and strengthen the economy

Mission – Omnitrans connects our community with coordinated and sustainable transit service

Values – Safety, Customer-Focused, Performance, Integrity, Innovation, Diversity, Collaboration, Leadership

Source: *Strategic Plan 2021-2025*, Omnitrans, <https://omnitrans.org/wp-content/uploads/2021/07/Omnitrans-Strategic-Plan-2021-2025.pdf>

The strategic plan defines six focused goal areas:

- **Safe and Secure Operations:** Enhance our safety culture by providing safe and secure operations, improving safety for employees and customers while responding swiftly to new and emerging conditions
- **Customer Experience:** Provide an overall customer experience that reflects reliable, responsive, and exceptional service and promotes ridership growth
- **Organizational and Workforce Development:** Develop an adaptable organization focused on employees that adjusts to changing conditions and promotes a culture of success and collaboration
- **Finance:** Expand our financial resources to support operational stability and increase service levels in strategic ways
- **Long-Range Planning:** Strengthen our leadership in creating mobility solutions in local and regional planning
- **Community Engagement:** Expand our partnerships and engage the community to be responsive to community needs and enhance Omnitrans' value in the region

The Strategic Plan is the document that guides other plans including this Short-Range Transit Plan and annual plans such as the Service Plan, Budget, Marketing Plan, and Management Plan. These annual plans link the goals in the Strategic Plan to the daily work and the operations of the organization.

Short-Range Transit Plan Purpose & Context

Omnitrans' Short-Range Transit Plan (SRTP) sets the FY2023-2030 objectives in an eight (8) year capital and operating plan. This multi-year plan documents planned funding, service levels, fare policy, service warrants and performance standards and capital projects within the context of the community and customers that Omnitrans serves.

This SRTP is developed within the context of service resumption and recovery. At the onset of the pandemic, Omnitrans implemented its emergency service deployment plan, which reduced service levels to 55% of pre-pandemic levels. In September 2020, Omnitrans implemented the planned service changes from the ConnectForward Plan, which were planned pre-pandemic to ensure long-term fiscal health.

With the adoption of the FY2022 and FY2023 Service Plans, Omnitrans developed a measured and prioritized multi-step service resumption plan. This plan has been slowly implemented as workforce levels permit. As of January 2023, Omnitrans is operating 79% of planned service. This SRTP is predicated on Omnitrans reaching full planned service levels during FY2024 as outlined in the service resumption plan.

SERVICE PROFILE & DEMOGRAPHICS

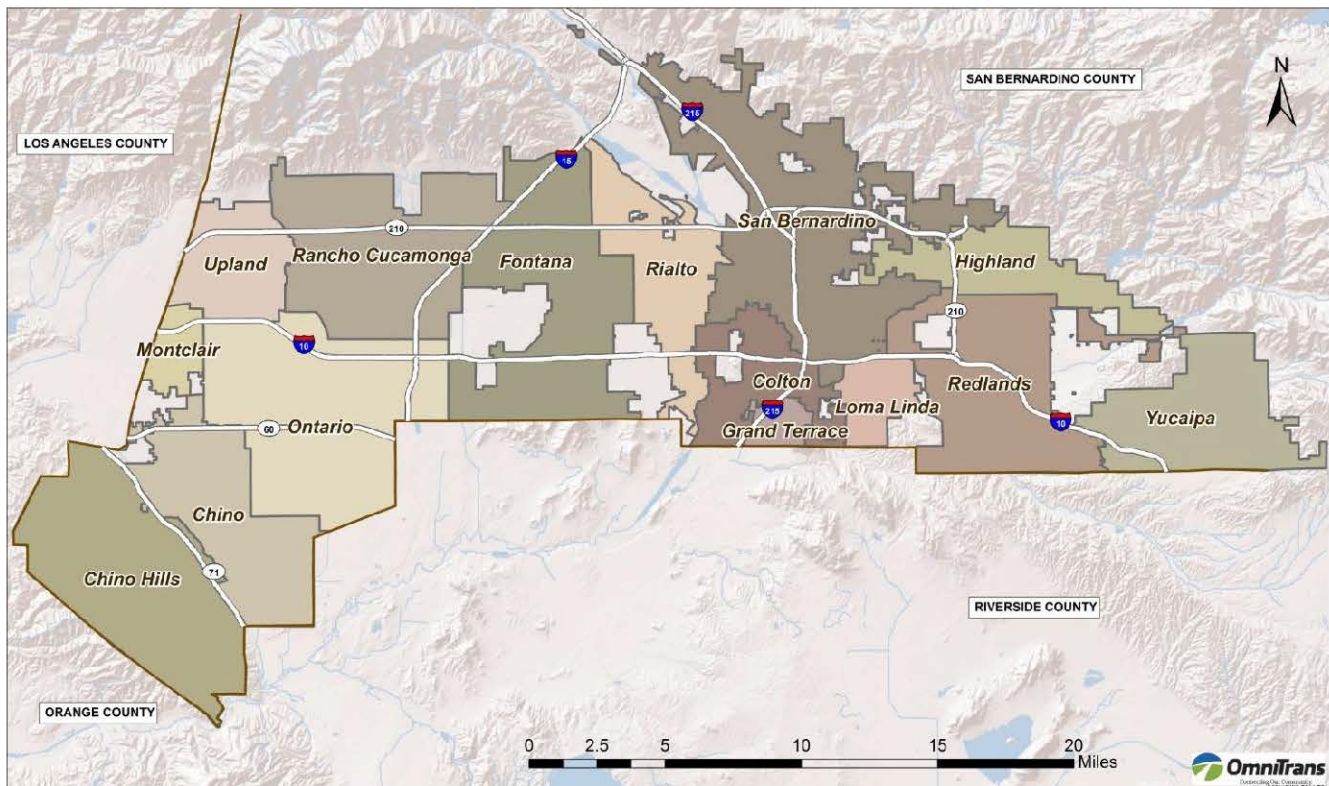
Service Area

Omnitrans serves the urbanized area in southwest San Bernardino County otherwise known as the San Bernardino Valley. Key characteristics of Omnitrans' service area include:

- Geographic Size: 466 square miles
- Population: 1.58 million residents
- Population Density: 3,390 people per square mile
- 15 JPA Member Cities: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa
- Unincorporated County: Omnitrans provides service to the unincorporated county areas including the communities of Bloomington, Mentone, and Muscoy

Exhibit 1 maps the fifteen JPA cities Omnitrans serves.

Exhibit 1: Omnitrans' Service Area



Omnitrans directly operates service from three operating and maintenance facilities. The East Valley Division, headquartered at 1700 W. 5th Street, San Bernardino, 92411, generally serves the cities of Colton, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, and Yucaipa. The West Valley Division, located at 4748 Arrow Highway Montclair, CA 91763, generally serves the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, and Upland. The unincorporated communities of Bloomington, Mentone, and Muscoy are in the East Valley Division. Omnitrans operates contracted services from 234 S. I St., San Bernardino CA 92410.

Service Area Demographics

The 15 JPA member cities Omnitrans serves are diverse. The location of educational institutions, population, and large employers are spread across the Omnitrans' service area and member cities.

- Colleges and Universities: California State University, San Bernardino; Chaffey College (Rancho Cucamonga, Chino, and Fontana); Loma Linda University; Crafton Hills College (Yucaipa); San Bernardino Valley College; University of Redlands
- Largest Employers: San Bernardino County; Loma Linda University Medical Center; Loma Linda VA Hospital; Arrowhead Regional Medical Center (Colton); Amazon Facilities (San Bernardino, Chino, Bloomington); Stater Bros. Markets (San Bernardino, throughout the service area); Ontario International Airport; Kaiser Permanente (Fontana); San Antonio Regional Hospital (Upland); Yaamava Resort & Casino (Highland); California State University San Bernardino; ESRI (Redlands); Patton State Hospital (San Bernardino); FedEx Ground (Bloomington); Caltrans (San Bernardino)

The following exhibits illustrate general demographic-density trends in Omnitrans' service area. The exhibits illustrate areas of key differences among population, employment and where Omnitrans' services exist.

Exhibit 2 shows the general spatial distribution of population densities over Omnitrans' service area. Resident density in the service area is not uniform. The distribution of population density is in three general areas: (1) Montclair, Ontario, Upland and Rancho Cucamonga; (2) Fontana and Rialto; and (3) San Bernardino and Highland.

Exhibit 3 illustrates employment density within the service area. The major employment density regions are in the cities of Ontario, Rancho Cucamonga, San Bernardino, Loma Linda, and Redlands.

Exhibit 4 shows where major employers are in the service area. Major employers were defined as those with at least one-hundred employees. By juxtaposing both job densities and the locations of major employers, more information about employment can be obtained.

Exhibit 5 shows a bivariate map that combines employment and residential density into one.

Exhibit 2: Omnitrans' Service Area Population Densities

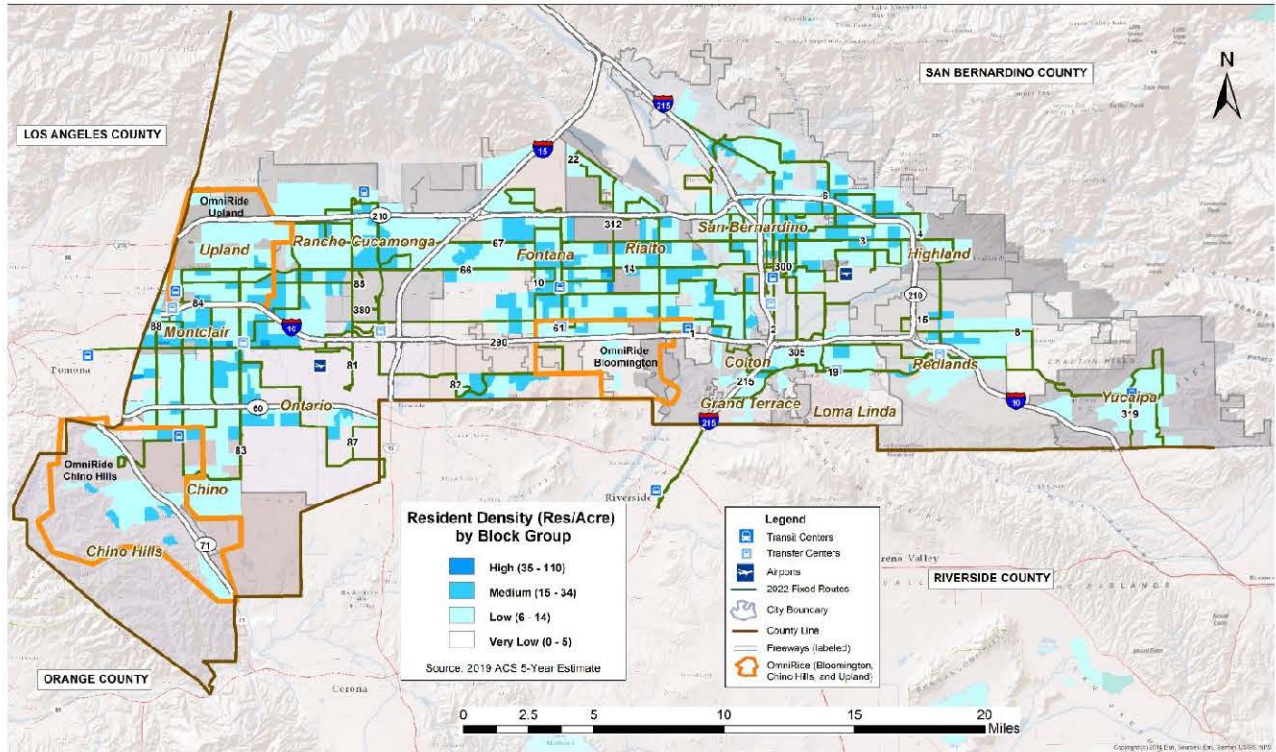
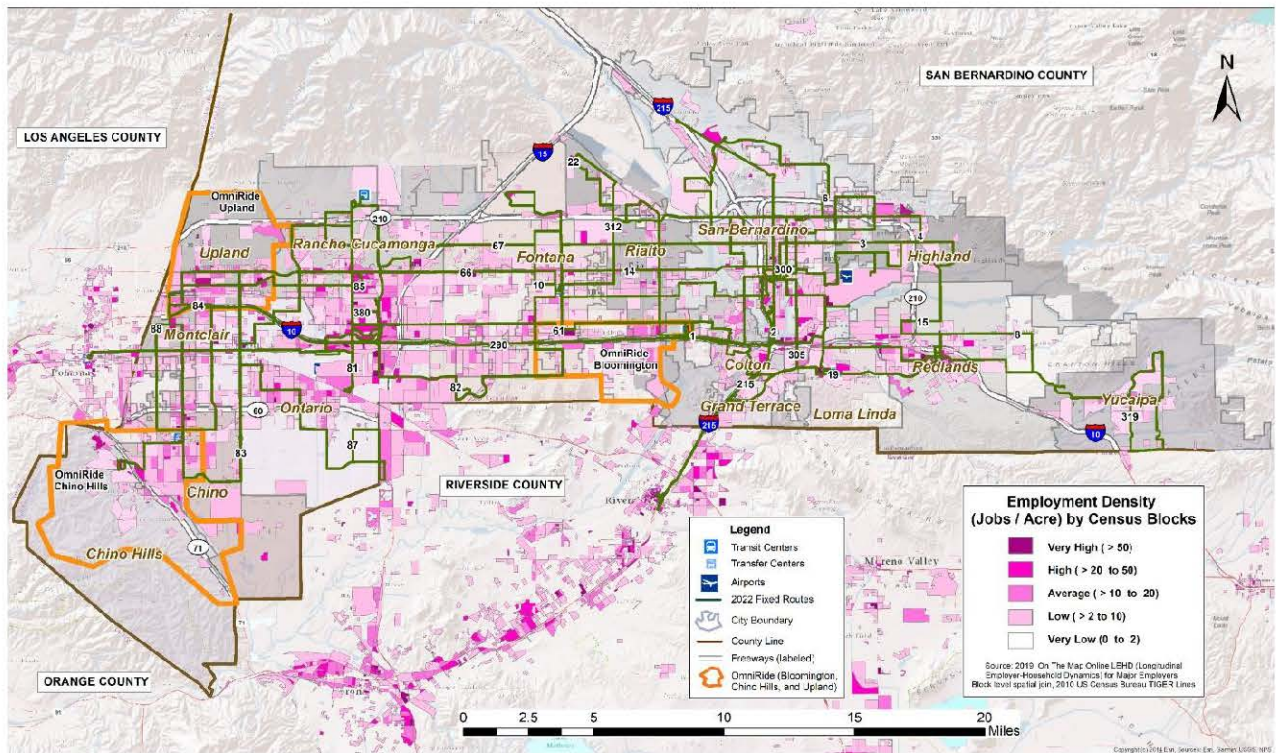


Exhibit 3: Omnitrans' Service Area Employment Density



Attachment: Attachment A Omnitrans SRTP 2023-2030 (9643 : Omnitrans SRTP)

Exhibit 4: Major Employers and Job Density in Omnitrans' Service Area

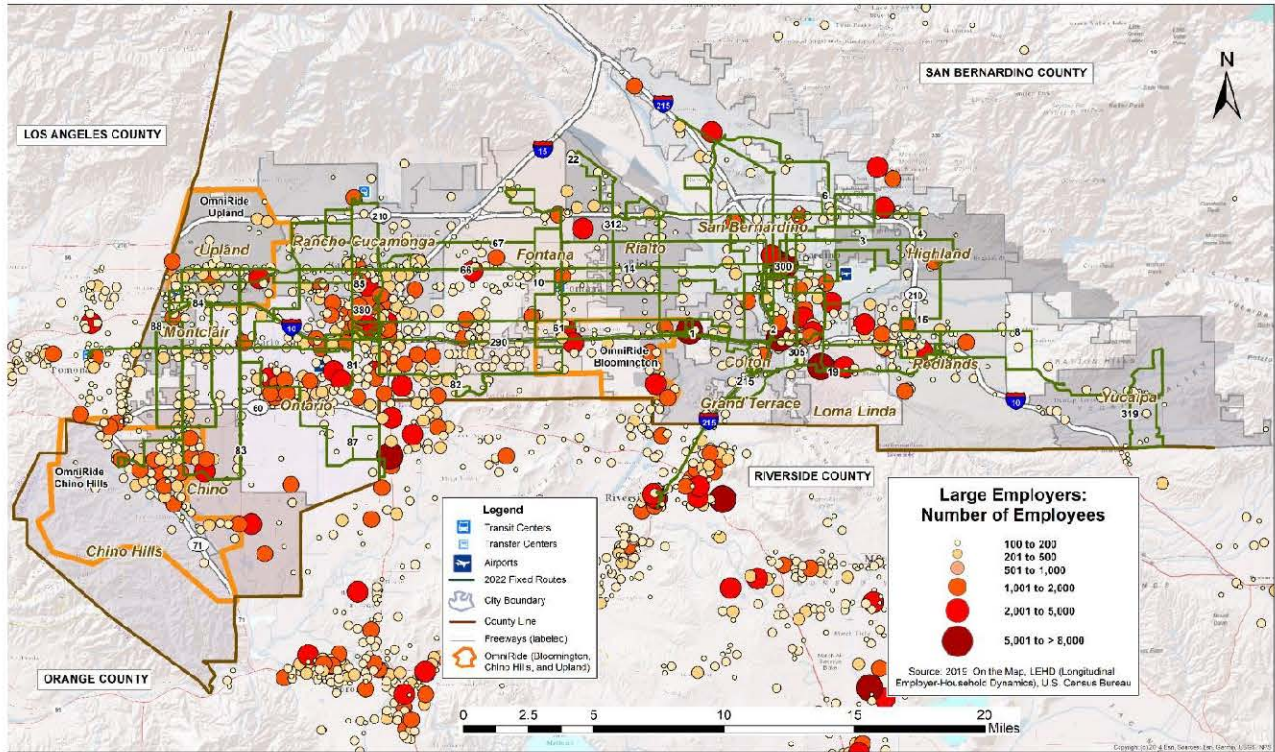
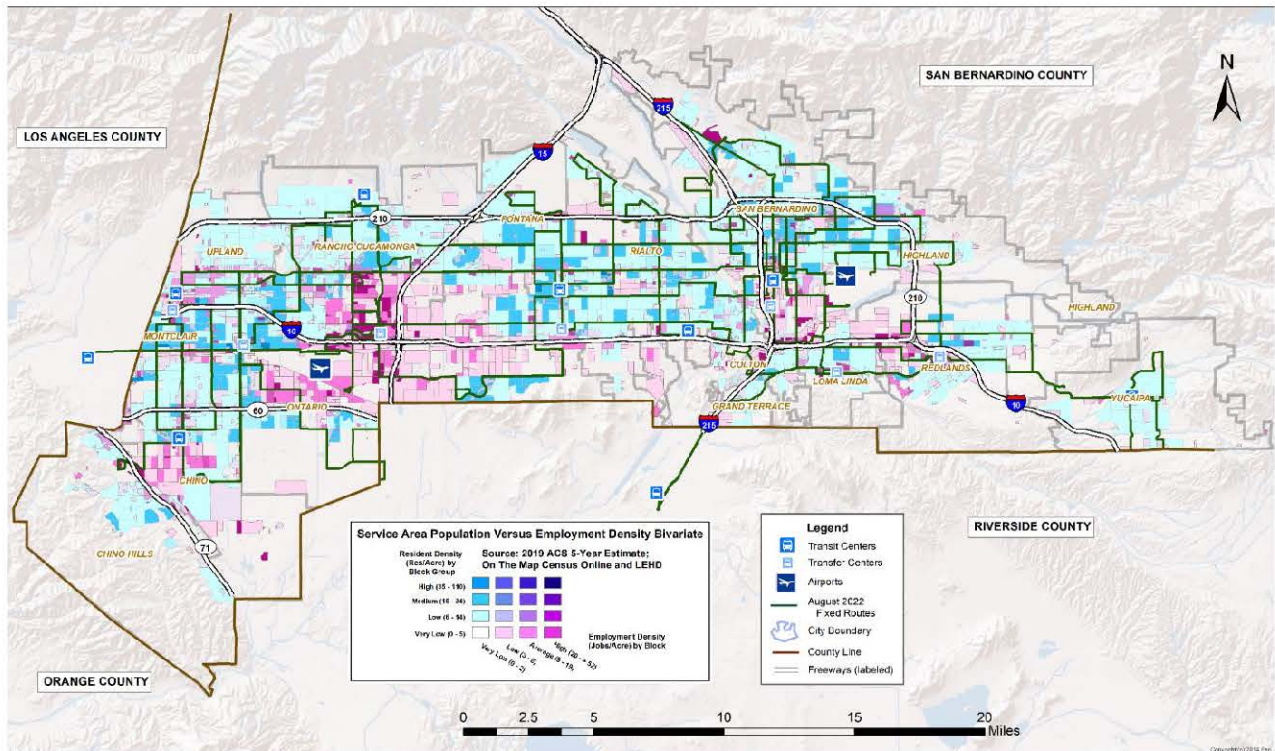


Exhibit 5: Omnitrans' Bivariate Map with Population and Employment



Demographic data at the city-level are included in this section.

Exhibit 6 shows demographic data for the West Valley cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, and Upland.

Within West Valley, population density in the cities ranges from a low of 1,756 people per square mile in Chino Hills to a high of 6,846 people per square mile in Montclair.

Within West Valley, Montclair, the densest city in the group has the highest proportion of minorities 87.7%; the greatest amount of people below the poverty rate at 18.3%; the least income per capita at \$20,988; and the highest percentage of no vehicles available per household at 5.6%.

Within West Valley, Chino Hills has the highest income per capita at \$39,993; the highest educational attainment where 50% of the population over the age of 25 have a bachelors or higher degree; and the highest median age at 38.6.

Within West Valley, Ontario has the highest concentration of jobs compared to its population. The ratio of jobs to population ranged from a low of 0.18 jobs per person in Chino Hills to a high of 0.72 in Ontario.

Exhibit 7 shows population, household, and job statistics for the East Valley cities of Colton, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, and Yucaipa.

Within East Valley, population densities range from a low of 1,929 people per square mile in Yucaipa to a high of 4,318 people per square mile in Rialto.

Within East Valley, San Bernardino has the greatest amount of people below the poverty rate at 23.7%; the greatest unemployment rate at 12.1%; the lowest income per capita at \$19,322; and the highest percentage of no vehicles available per household at 10.3%.

Within East Valley, Loma Linda has the highest educational attainment where 47% of the population over the age of 25 have a bachelors or higher degree; the smallest average household size at 2.56; the lowest rate of home ownership at 35%; and the lowest unemployment rate at 5.9%.

Loma Linda has the highest concentration of jobs compared to its population. The ratio of jobs to population in East Valley ranges from a low of 0.12 jobs per person in Highland to a high of 0.89 in Loma Linda.

Exhibit 6: West Valley City Demographics

	Chino	Chino Hills	Fontana	Montclair	Ontario	Rancho Cucamonga	Upland
Population	91,403	78,411	208,393	37,865	175,265	174,453	79,040
Land Area (sq. miles)*	29.6	44.6	43.1	5.5	50.0	40.1	15.6
Population Density (per sq. mile)	3,087	1,756	4,838	6,846	3,507	4,349	5,072
Median Age*	37.3	38.6	31.2	32.1	32.3	36.8	37.6
% of Pop. by Age, Under 5	6%	6%	7%	6%	7%	7%	6%
% of Pop. by Age, 6 to 17	15%	17%	22%	20%	20%	17%	16%
% of Pop. by Age, 18 to 64	68%	65%	64%	64%	65%	65%	63%
% of Pop. by Age, 65+	11%	11%	7%	10%	9%	11%	15%
Total Housing Units	27,224	26,068	55,632	10,816	53,219	60,129	28,641
% Occupied Housing Units*	93%	95%	97%	98%	96%	96%	97%
% Home Ownership	69%	76%	68%	54%	56%	64%	56%
Avg. Household size	3.26	3.10	3.81	3.56	3.40	2.94	2.80
Median Household Income	\$86,462	\$111,251	\$78,809	\$63,442	\$71,176	\$95,020	\$79,195
Per Capita Income*	\$26,862	\$39,993	\$25,540	\$20,988	\$24,682	\$37,476	\$35,624
Mean Travel Time to Work (min)*	34.6	38.9	34.5	31.1	32.1	32.1	31.1
% Means of Transportation to work, Drive Alone*	79.3%	78.6%	77.1%	75.6%	80.6%	80.5%	76.1%
% Means of Transportation to work, Public Transit*	1.2%	0.9%	1.6%	1.7%	1.3%	1.5%	2.5%
% Means of Transportation to work, Worked at Home*	7.9%	9.1%	6.6%	3.2%	4.2%	7.1%	7.0%
% No Vehicle Available	3.4%	3.0%	3.0%	5.6%	4.1%	2.7%	3.9%
% Education Level (No Diploma, Pop. Age 25+)	11%	3%	11%	13%	12%	5%	6%
% Education Level (BA Degree or Higher, Pop. Age 25+)	26%	50%	19%	18%	19%	37%	34%
% Language at Home, English Only (adults 18+)*	58.4%	53.6%	41.2%	37.6%	43.9%	65.8%	68.0%
% Language at Home, Spanish (adults 18+)*	29.1%	13.7%	51.3%	48.7%	49.1%	19.0%	21.2%
% Minority**	76.1%	69.6%	87.1%	87.7%	83.9%	63.8%	61.4%
% Hispanic**	56.7%	28.8%	70.0%	72.2%	70.0%	37.8%	43.1%
% Low Income/Minority (LIM)**	77.4%	71.1%	88.6%	88.4%	85.1%	66.7%	64.4%
% Persons below Poverty Level*	8.4%	6.9%	11.7%	18.3%	13.3%	6.8%	11.3%
% Disabled	3%	3%	4%	5%	5%	4%	5%
% Veteran Status*	5.1%	4.5%	3.6%	2.7%	3.2%	5.6%	5.6%
Jobs	54,751	14,464	46,257	13,210	126,667	79,546	28,382
Jobs per Capita	0.60	0.18	0.22	0.35	0.72	0.46	0.36
Unemployment Rate	7.9%	6.0%	8.4%	8.4%	8.6%	6.9%	5.8%

Data obtained from SCAG's SoCal Atlas Platform, 2022 Spatial & Statistical Summary, <http://rdp.scag.ca.gov/socal-atlas>; Census Reporter, <https://censusreporter.org>; U.S. Census Bureau, 2019 ACS 5-Year Estimate

Exhibit 7: East Valley City Demographics

	Colton	Grand Terrace	Highland	Loma Linda	Redlands	Rialto	San Bernardino	Yucaipa
Population	53,909	13,150	56,999	24,791	73,168	104,026	222,101	54,54
Land Area (sq. miles)*	15.5	3.5	18.6	7.6	36.0	24.1	62.1	28.
Population Density (per sq. mile)	3,467	3,754	3,069	3,245	2,033	4,318	3,575	1,92
Median Age*	31.8	36.8	31.2	36.8	35.7	30.7	30.9	36.
% of Pop. by Age, Under 5	8%	5%	7%	6%	7%	8%	8%	7%
% of Pop. by Age, 6 to 17	20%	15%	22%	13%	16%	21%	22%	18%
% of Pop. by Age, 18 to 64	61%	65%	61%	63%	62%	63%	61%	61%
% of Pop. by Age, 65+	10%	11%	9%	18%	15%	9%	9%	15%
Total Housing Units	16,632	4,898	17,109	10,082	27,471	27,954	66,147	20,19
% Occupied Housing Units*	90%	92%	96%	89%	94%	95%	93%	94%
% Home Ownership	49%	60%	63%	35%	59%	63%	48%	72%
Avg. Household size	3.33	2.77	3.40	2.56	2.70	3.79	3.40	2.7
Median Household Income	\$56,406	\$74,002	\$69,672	\$65,428	\$81,048	\$63,039	\$49,076	\$70,23
Per Capita Income*	\$21,648	\$31,146	\$28,056	\$30,563	\$38,837	\$21,578	\$19,322	\$31,68
Mean Travel Time to Work (min)*	27.7	28.4	29.3	24.4	23.5	33.2	29.0	30.
% Means of Transportation to work, Drive Alone*	77.0%	79.0%	82.8%	73.8%	78.4%	79.3%	77.1%	82.8%
% Means of Transportation to work, Public Transit*	1.9%	1.8%	1.7%	1.4%	0.9%	1.3%	1.9%	0.2%
% Means of Transportation to work, Worked at Home*	9.0%	5.1%	3.3%	8.4%	6.9%	4.3%	3.4%	5.8%
% No Vehicle Available	4.3%	3.7%	4.6%	9.5%	5.4%	4.9%	10.3%	5.9%
% Education Level (No Diploma, Pop. Age 25+)	14%	6%	11%	6%	7%	15%	17%	7%
% Education Level (BA Degree or Higher, Pop. Age 25+)	18%	29%	24%	47%	43%	12%	13%	25%
% Language at Home, English Only (adults 18+)*	45.9%	71.1%	54.4%	56.1%	73.2%	40.6%	48.9%	72.7%
% Language at Home, Spanish (adults 18+)*	49.2%	23.3%	35.5%	16.2%	18.3%	55.9%	45.6%	21.9%
% Minority**	82.0%	62.8%	73.8%	69.0%	50.0%	90.2%	85.6%	40.7%
% Hispanic**	68.0%	48.8%	53.9%	30.2%	32.9%	75.6%	66.0%	33.6%
% Low Income/Minority (LIM)**	83.1%	65.0%	77.6%	73.3%	53.8%	91.1%	88.0%	47.6%
% Persons below Poverty Level*	15.1%	8.7%	16.6%	14.7%	10.6%	15.7%	23.7%	8.5%
% Disabled	6%	7%	5%	6%	5%	5%	7%	6%
% Veteran Status*	6.0%	7.5%	6.1%	6.2%	6.5%	3.8%	4.2%	6.2%
Jobs	23,794	2,594	6,992	22,071	37,222	32,633	111,685	8,55
Jobs per Capita	0.44	0.20	0.12	0.89	0.51	0.31	0.50	0.1
Unemployment Rate	8.6%	7.6%	9.4%	5.9%	6.4%	11.6%	12.1%	6.6%

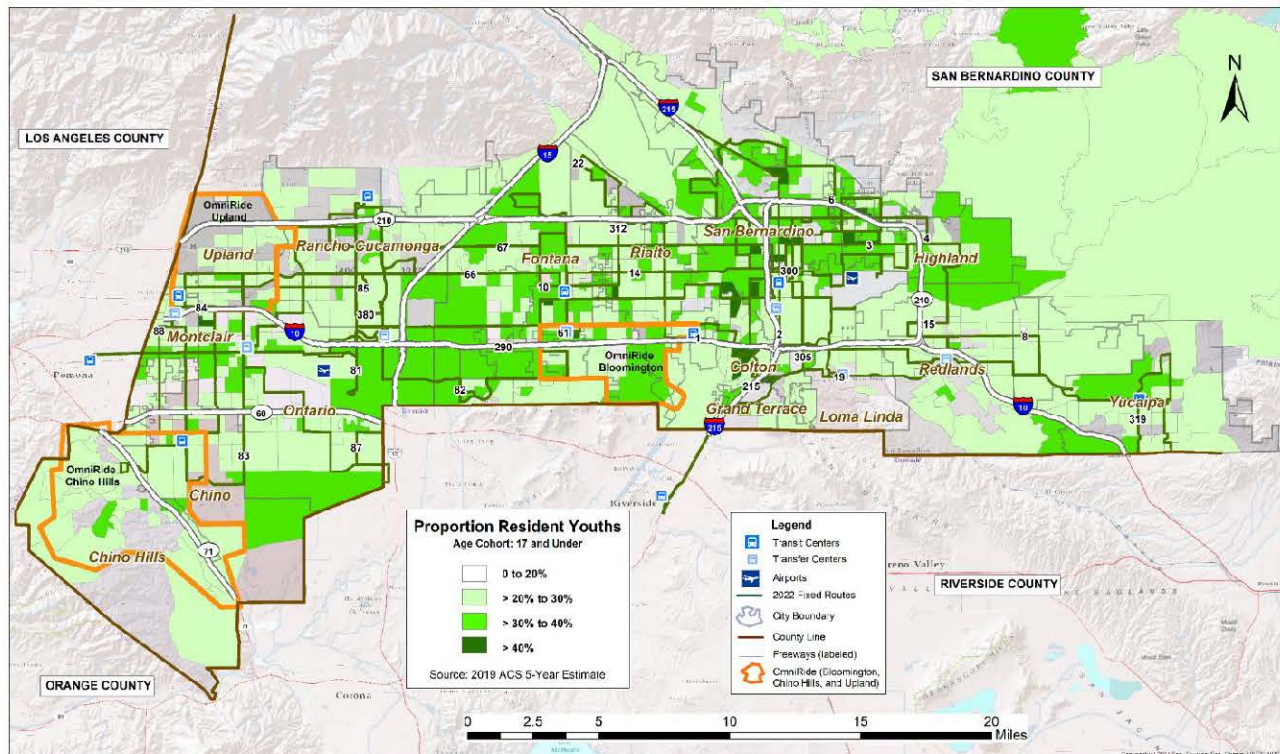
Data obtained from SCAG's SoCal Atlas Platform, 2022 Spatial & Statistical Summary, <http://rdp.scag.ca.gov/socal-atlas>; Census Reporter, <https://censusreporter.org>; U.S. Census Bureau, 2019 ACS 5-Year Estimate

Young & Elderly Populations

The geographical distribution of young and elderly populations within Omnitrans' service area is observed in this section. Age is a significant determinant of transit usage, as both younger and older segments of the population tend to be more limited in mobility choice. Areas where younger or older people cluster demographically tend to be areas of potentially greater transit demand.

While both seniors and youth are more likely to ride public transit than other age cohorts, the demand from each group is different, as demonstrated in Exhibit 8 and Exhibit 9.

Exhibit 8: Percent of Youths, Ages 17 and Younger

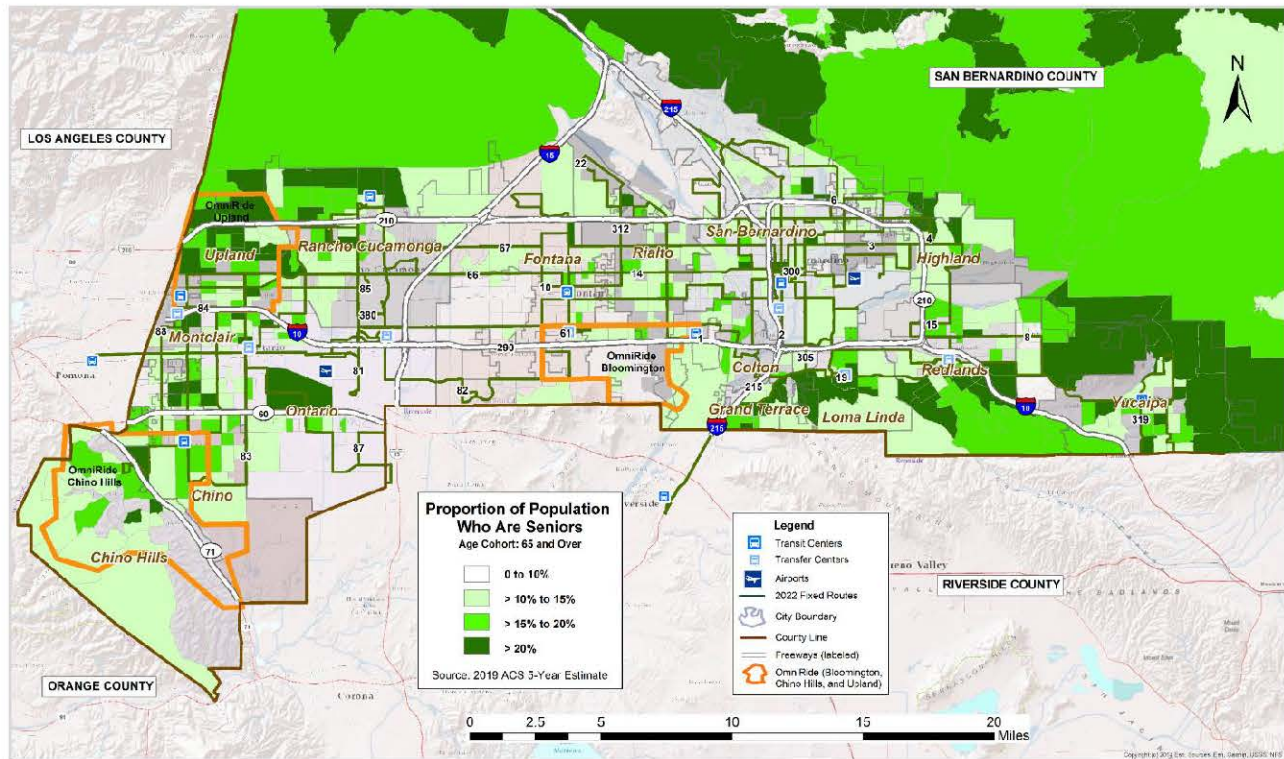


Populations with a strong skew towards youth tend to be more centrally clustered, running southwest to northeast through the service area, and with concentrations in central Ontario and in the cities of Fontana, San Bernardino, and western Highland. Strong concentrations of youths do not appear to cluster as much around the peripheral regions of the service area with the exceptions being areas of increased building of single and multi-family residential units in the Preserve community of southern Chino, adjacent to South Ontario.

Older populations tend to locate more often at the periphery of Omnitrans' service area such as in Grand Terrace, northeast Highland, Loma Linda, Redlands, Upland and Yucaipa. This indicates two divergent distributions of seniors: the more affluent population is to be found in the peripheral communities, while the less affluent population of seniors is to be found more centrally situated. The elderly population trends indicate that Omnitrans will continue to see demand growing at the edges of the service area, particularly for complementary paratransit services. While age is not a qualifying condition, age increases the likelihood of having a disability that may be a qualifying condition for complementary paratransit service eligibility.

The geospatial distribution of youth and elderly, who are more inclined to be limited on mobility options and are in both the central and periphery of the service area, presents interesting service challenges. To meet the needs of the youth and elderly the services Omnitrans offers must be tailored to the different needs of Omnitrans' target demographics.

Exhibit 9: Percent of Seniors, Ages 65 and Older



Income & Poverty

The cities on the periphery of the service area trend to greater affluence and an older demographic. In contrast, the more centrally located cities maintain the highest incidence of poverty. The City of San Bernardino has the highest rate of poverty, with 23.7% of its residents falling below poverty level. By contrast, peripherally situated cities such as Chino Hills, Grand Terrace, and Yucaipa all have levels of poverty below 10%. Exhibit 10 shows the spatial distribution of proportion of residents in Omnitrans' service area by block group who live below the poverty line.

The distribution of median household incomes within the service area confirms that more affluent populations are found at the periphery. Chino Hills and Rancho Cucamonga lead with the highest median household incomes at more than \$111,251 and \$95,020 respectively, while San Bernardino had the lowest median household income at more than \$49,076. The distribution of median household income by census block group is shown in Exhibit 11.

Exhibit 10: Percent of Residents below Poverty Level

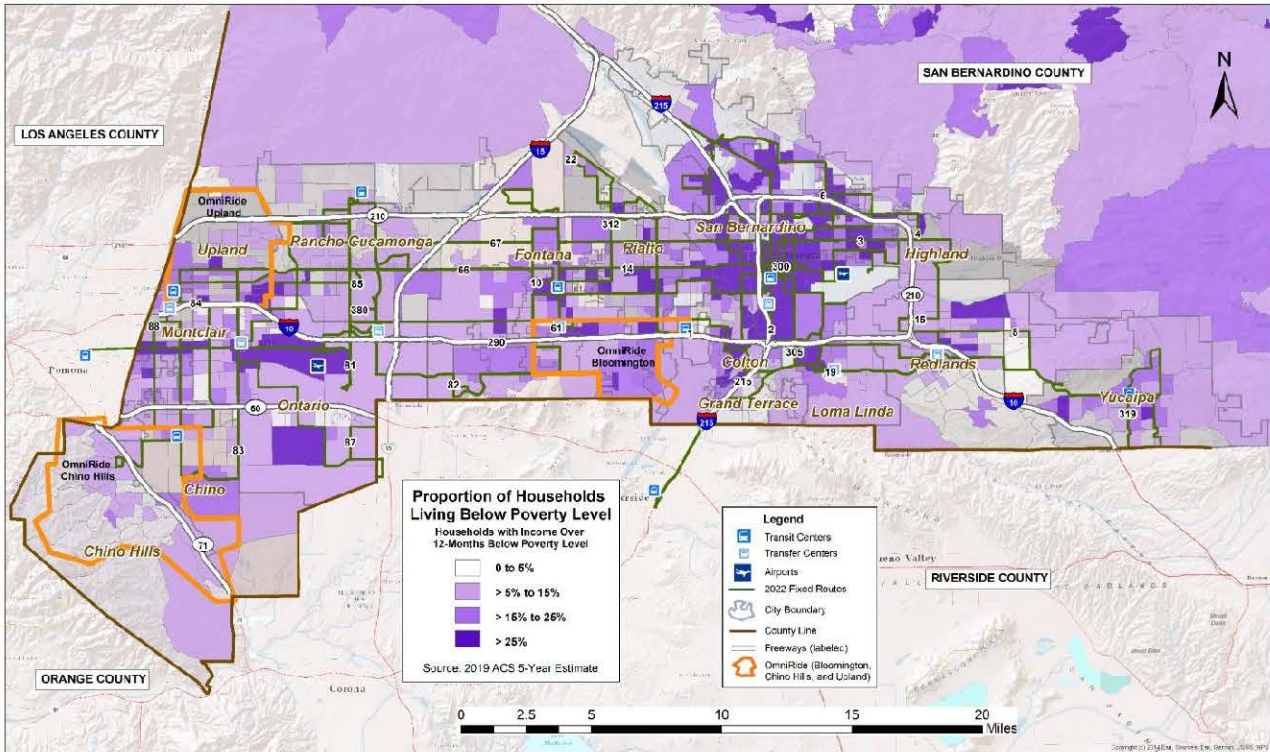
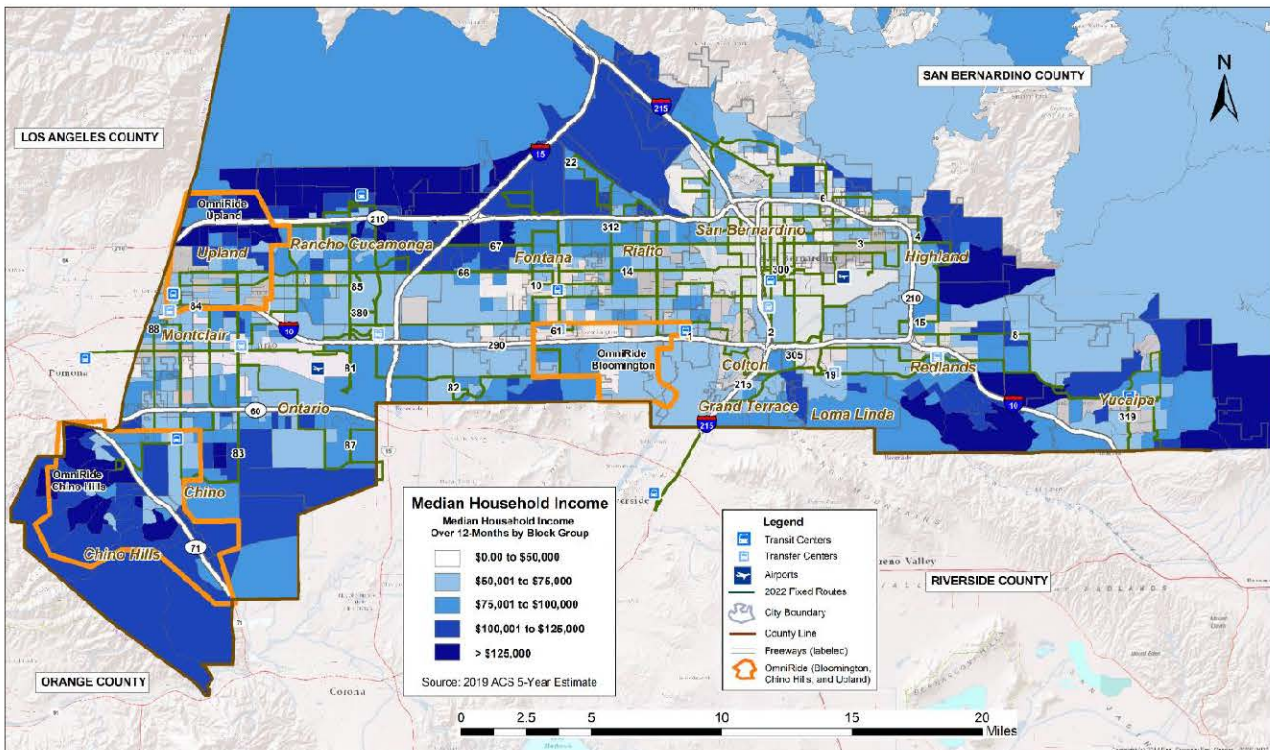


Exhibit 11: Median Household Income

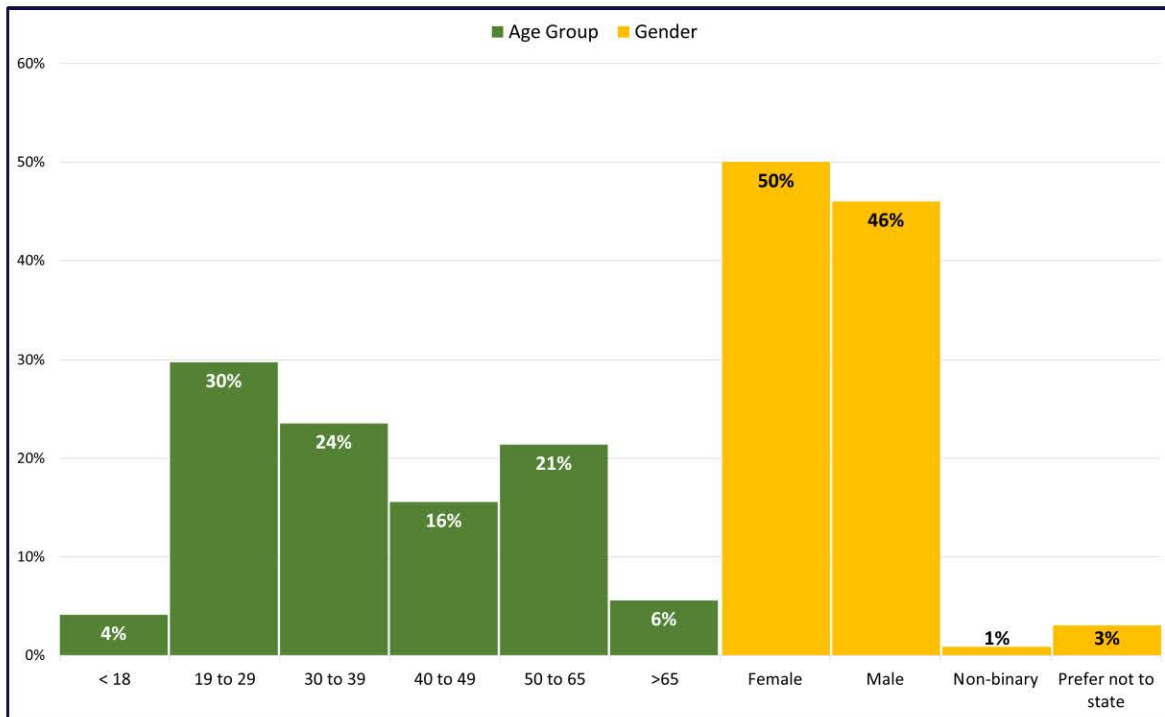


Rider Demographics

Omnitrans belongs to the American Bus Benchmarking Group (ABBG) which is a group of mid-size bus agencies in North America that was established in 2011 to benchmark performance and best practices. The following rider demographic results are from the ABBG Fixed Route Customer Satisfaction Survey (CSS). Omnitrans has participated in the ABBG CSS every year since the survey launched in 2013. The survey measures customer satisfaction across nine categories. Customers also respond to demographic-related questions. The following results are from combined demographic responses from survey years 2018 through 2022, which led to over 2,700 individual responses per demographic question. Results from the 5-year compilation of fixed route surveys include age, gender, purpose of trip, and frequency of trips.

Exhibit 12 shows that 54% of survey respondents are between the ages of 19 and 39 years old, with 30% between 19 and 29 years old, which is younger than the median age for all 15 JPA city members. Fifty percent of respondents indicate they are female and 46% indicate they are male. Shown in Exhibit 13, 44% of riders indicated they use Omnitrans to get to their place of employment and 19% of riders use Omnitrans to get to their educational institution. Combined, 77% of riders indicated they ride very often or often.

Exhibit 12: ABBG Fixed Route Customer Satisfaction Survey, Age & Gender, 2018-2022



Race/ethnicity and income demographics were not available from the ABBG Fixed Route CSS prior to 2021. The race/ethnicity and income results are from survey years 2021 and 2022. Over 540 individual responses for these two categories were collected. Race/ethnicity and income demographics are in Exhibit 14. Relative to household income, 59% of our riders indicated they earn less than \$50,000 a year, which is less than all JPA city members except for San Bernardino.

Exhibit 13: ABBG Fixed Route Customer Satisfaction Survey, Trip Purpose & Frequency, 2018-2022

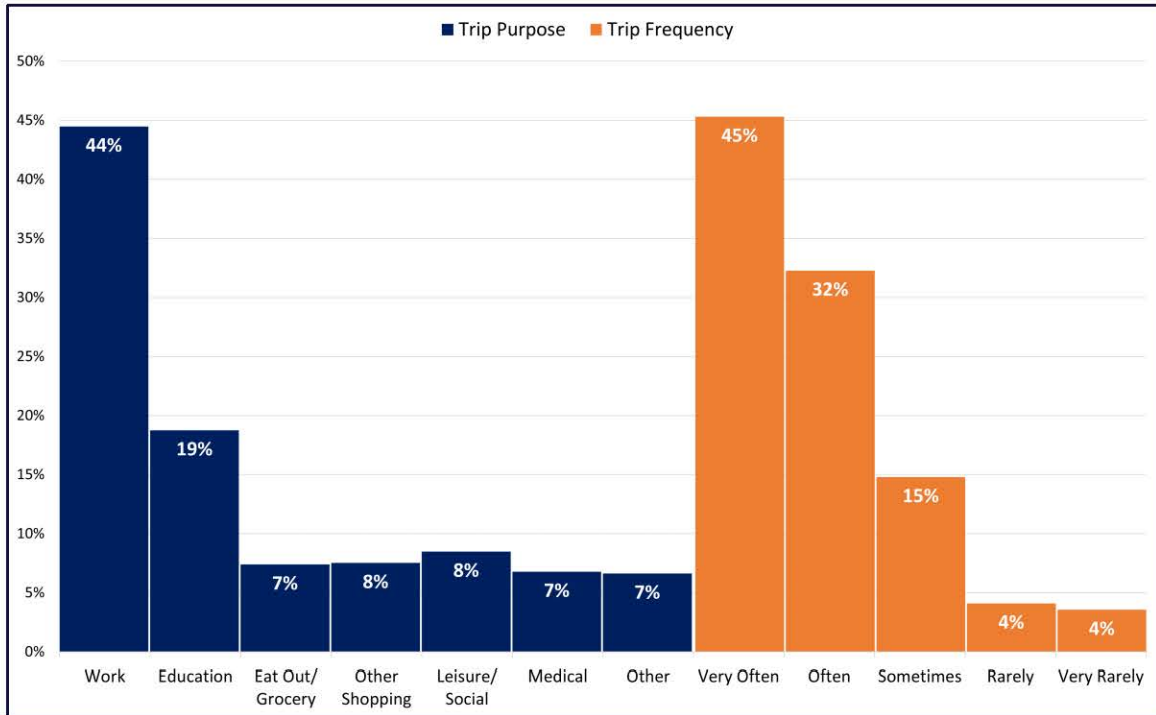
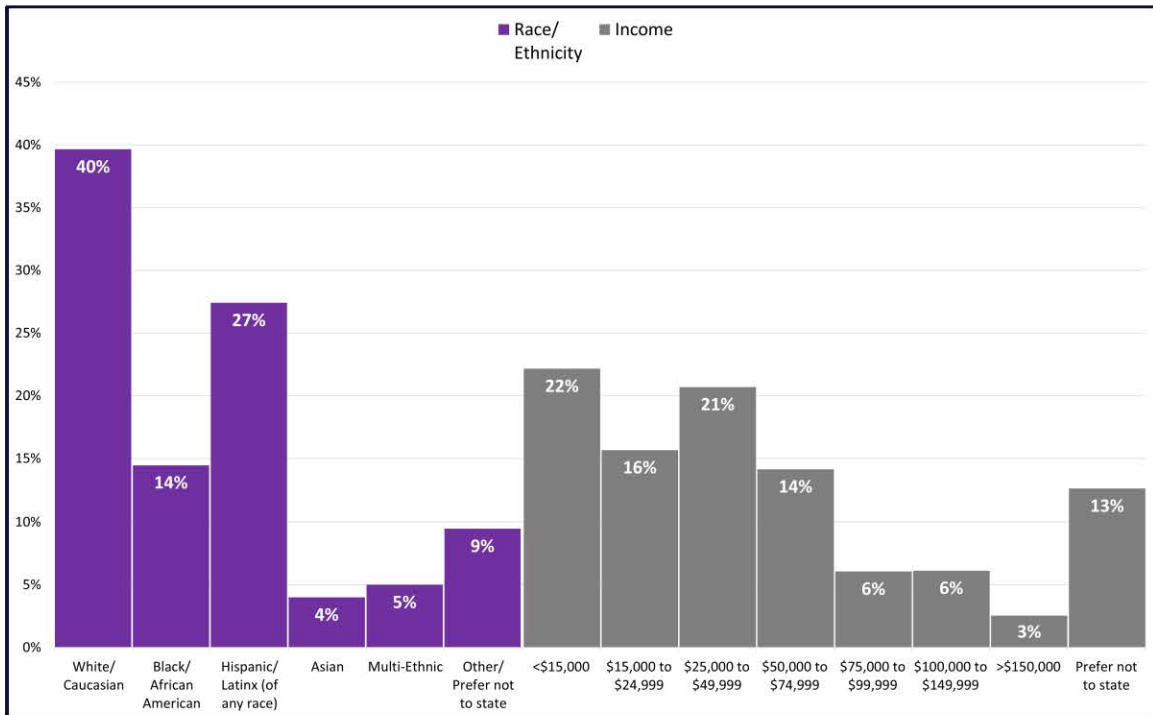


Exhibit 14: ABBG Fixed Route Customer Satisfaction Survey, Race/Ethnicity & Income, 2021-2022



OmniAccess Riders

The American Bus Benchmarking Group (ABBG) also conducts a biennial customer satisfaction survey for paratransit customers. Omnitrans participated in the first ABBG Paratransit Customer Satisfaction Survey (CSS) in 2021. Survey respondents were those who have used Omnitrans paratransit service OmniAccess. The Paratransit CSS included the same demographic questions and response categories as the Fixed Route CSS: age, gender, trip purpose, frequency of trips, race/ethnicity, and income. A total of 198 surveys were collected in 2021 Paratransit CSS.

Exhibit 15 shows that 71% of survey respondents are 50 years old or older, with 39% between 50 to 65 years old. Sixty-four percent of respondents indicate they are male, signifying that nearly two-thirds of OmniAccess users who took this survey were male. Compared to the age demographic for Fixed Route riders, there is less diversity in age for those who have used OmniAccess and took the Paratransit CSS.

Exhibit 15: ABBG Paratransit Customer Satisfaction Survey, Age & Gender, 2021

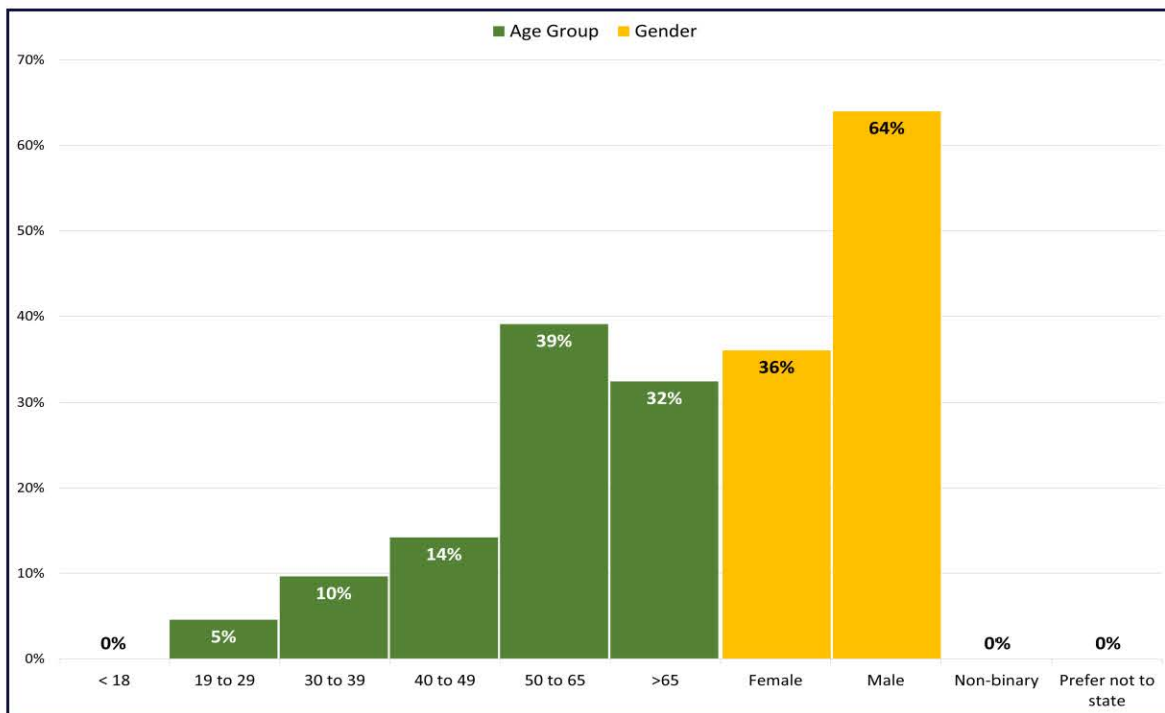


Exhibit 16 shows that the primary trip purpose for paratransit users who took this survey was medical related at 57%. This is significant since only 7% of fixed route customers use Omnitrans for medical purposes. Paratransit survey respondents also indicated they ride less often than fixed route users.

Exhibit 17 shows that a significant proportion, 88% of survey respondents, indicated that their annual income is less than \$15,000. This is four times greater than fixed route users within the same income bracket.

Exhibit 16: ABBG Paratransit Customer Satisfaction Survey, Trip Purpose & Frequency, 2021

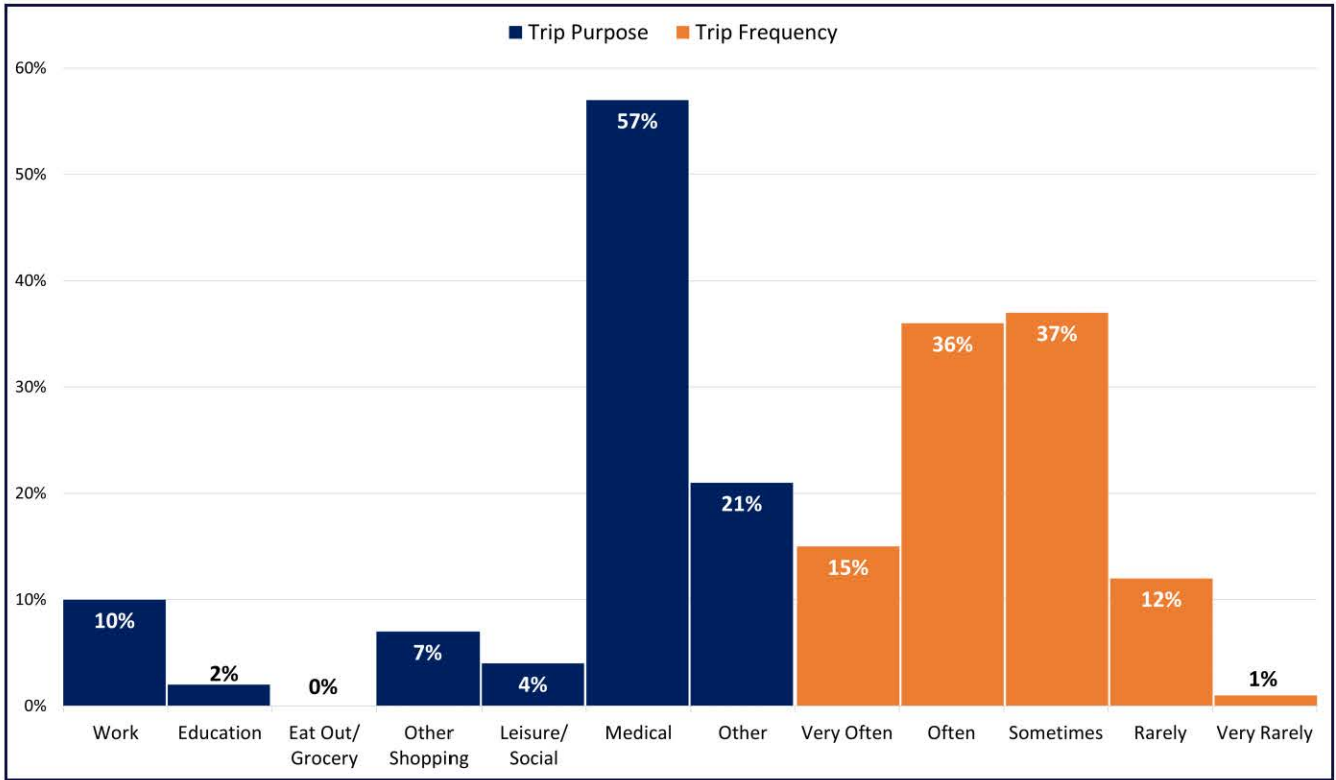
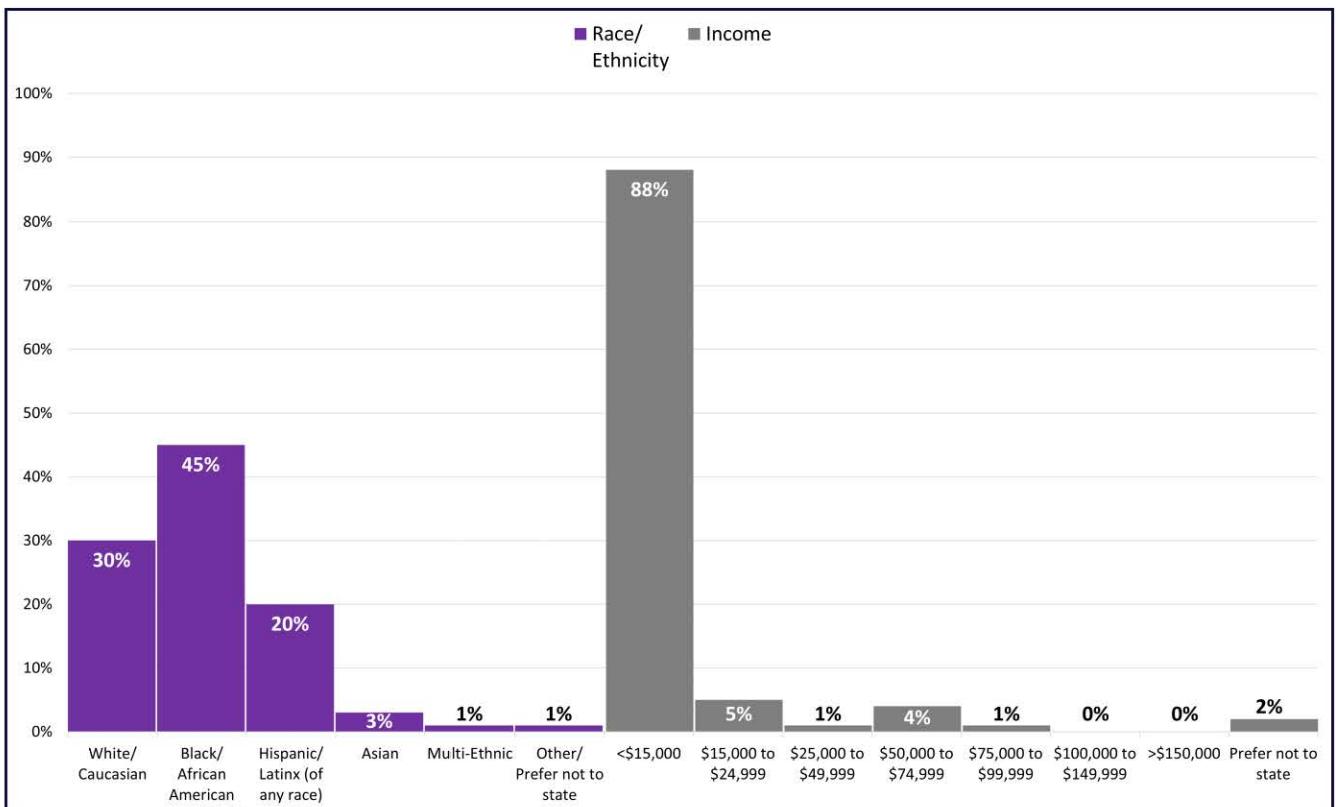


Exhibit 17: ABBG Paratransit Customer Satisfaction Survey, Trip Purpose & Frequency, 2021



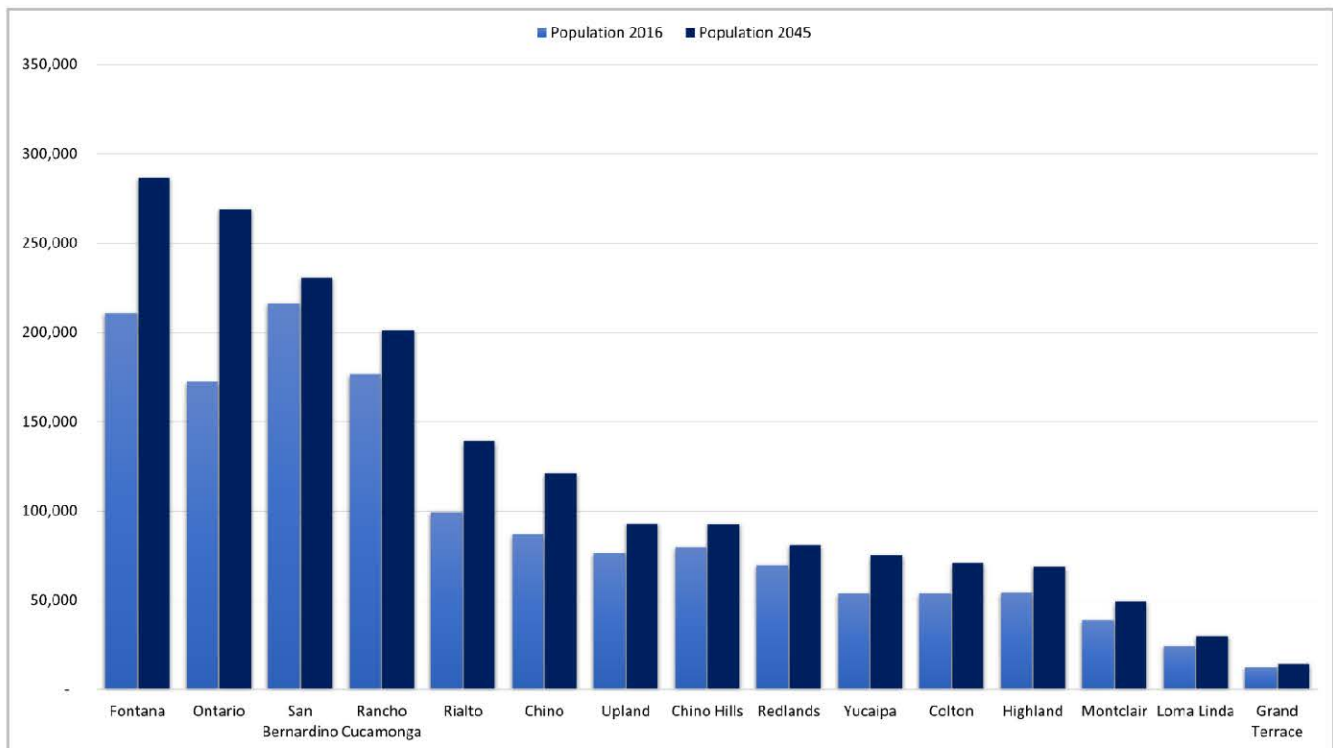
Population & Employment Growth

Population and employment growth forecast data was prepared by Southern California Association of Governments (SCAG). Referenced in this section is the 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) report. The report holds information on the population and employment growth for Omnitrans' 15 JPA city members. The 2020 RTP/SCS report projects population and employment growth through 2045.

Regarding population, and from highest to lowest, San Bernardino, Fontana, Rancho Cucamonga, and Ontario were the most populous with each city having a population of over 170,000 residents. Together these cities contained approximately 54% of the population of all JPA member cities at the time.

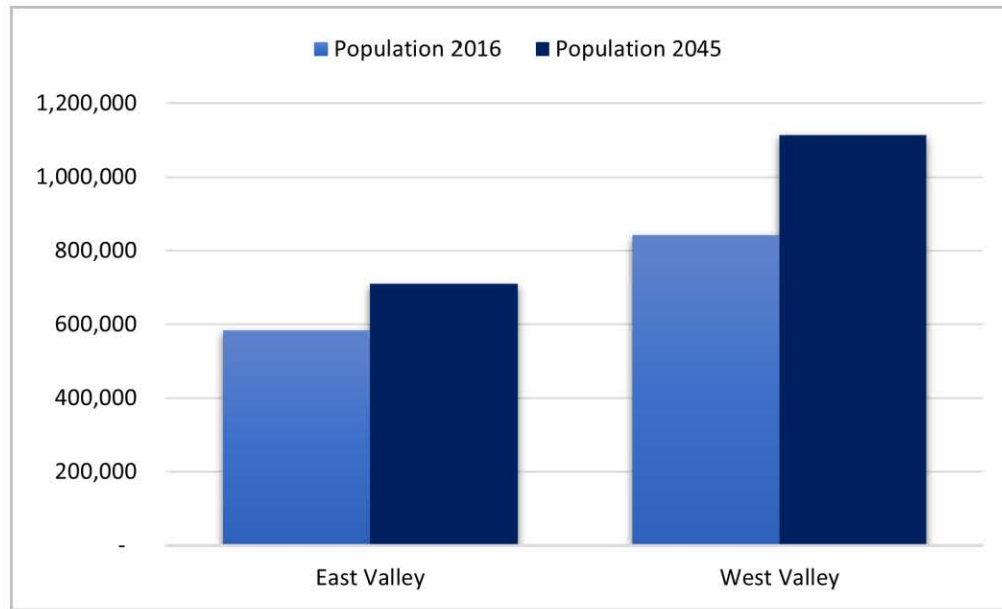
SCAG projects that these four cities will remain the most populous through 2045. From highest to lowest, Fontana will lead in population followed by Ontario, San Bernardino, and Rancho Cucamonga, with each city having over 200,000 residents. The City of Rialto and Chino come closest at 139,000 and 121,000, respectively, and every other JPA member city is projected to have a population under 100,000. Exhibit 18 shows the projected population growth from the 2020 RTP/SCS report.

Exhibit 18: Projected Population Growth by City, 2020



SCAG projects that in 2045 61% of the population in Omnitrans' service area will reside in West Valley. Exhibit 19 shows the population growth and incremental differences between East and West Valley through 2045.

Exhibit 19: Projected Population Growth for East Valley and West Valley, 2020



The 2020 RTP/SCS report contains employment figures based on 2016 data. The two cities with the highest number of jobs are Ontario and San Bernardino with nearly 114,000 and 101,000 jobs per city respectively. Rancho Cucamonga and Fontana follow suit at 88,000 and nearly 57,000 jobs respectively.

The 2020 RTP/SCS report shows that Ontario's growth in job opportunities will outpace all other cities for the entire period through 2045. It is projected that 21% of the employment share relative to all JPA member cities will be in the City of Ontario. From highest to lowest, Ontario will lead in employment followed by San Bernardino, Rancho Cucamonga, and Fontana. This is shown in Exhibit 20.

With respect to Omnitrans' East and West Valley divisions, it is projected that West Valley will hold 61% of employment opportunities in 2045, as shown in Exhibit 21. This is in-line with the projected population growth forecast where 61% of the population reside in West Valley. Overall, the City of Fontana is expected to lead in population while the City of Ontario is projected to lead in job growth.

Exhibit 20: Projected Employment Growth by City, 2020

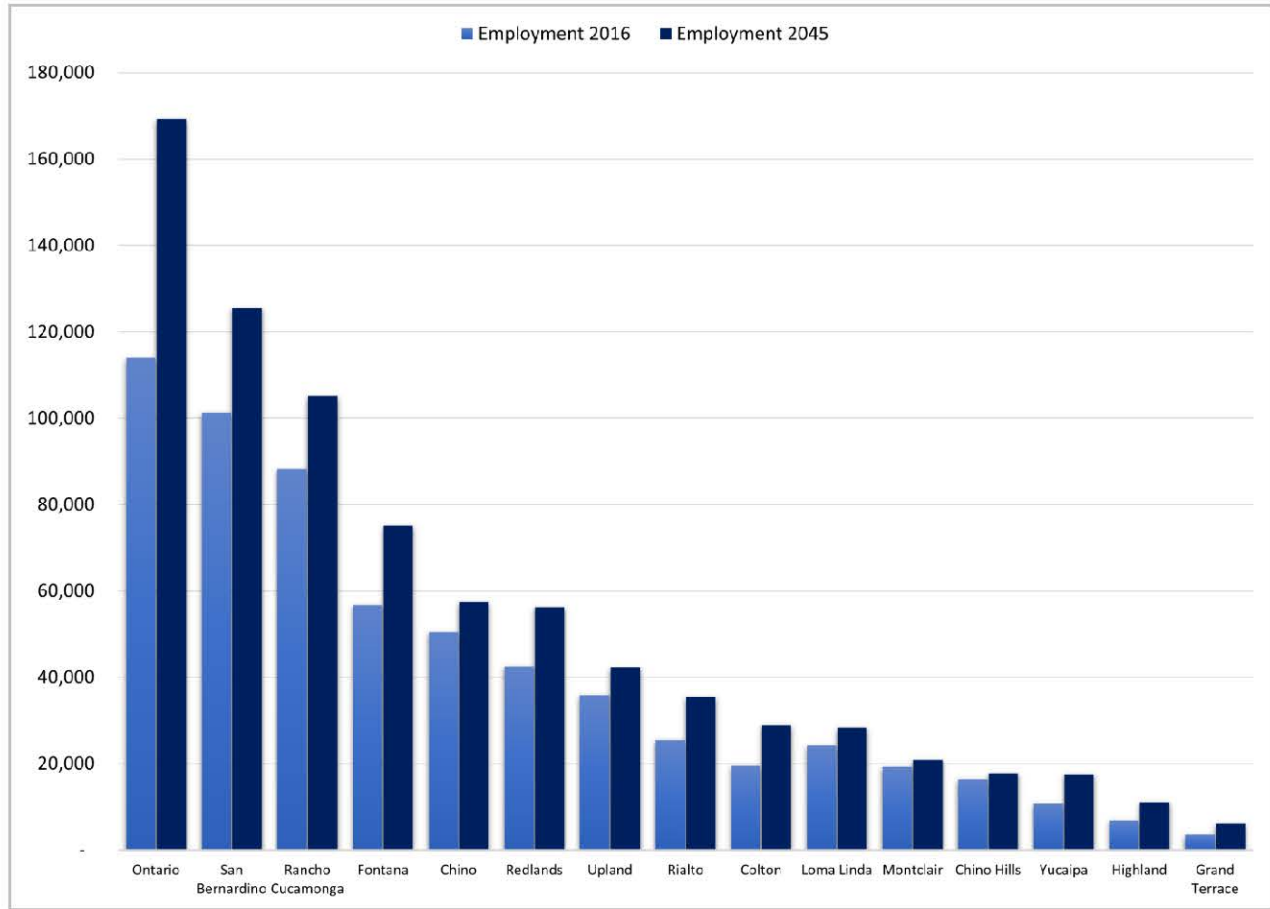
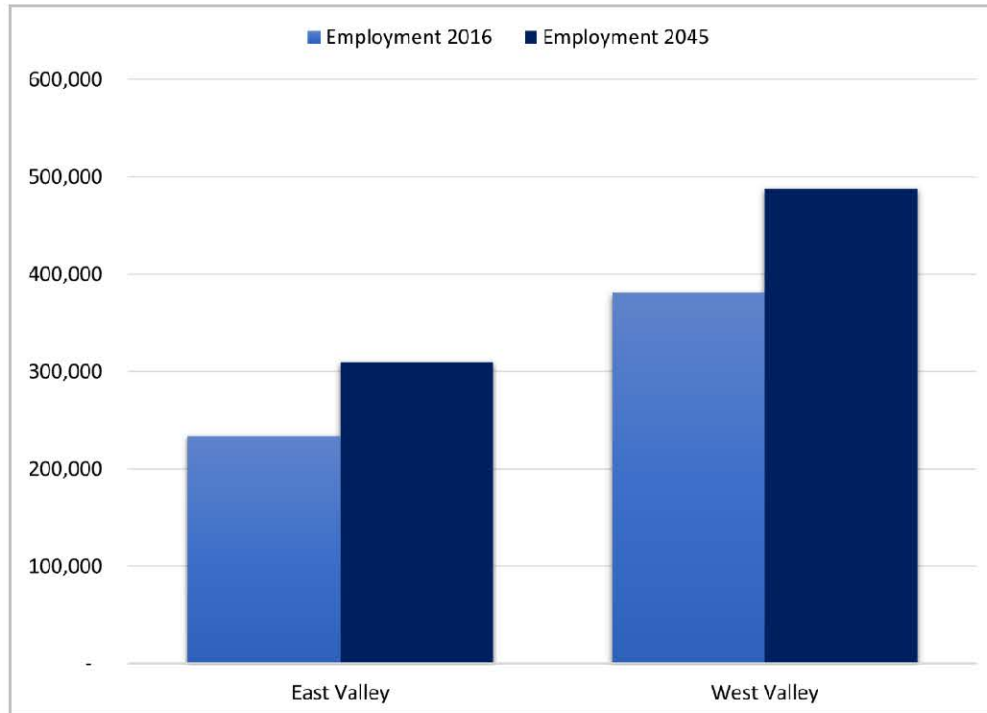
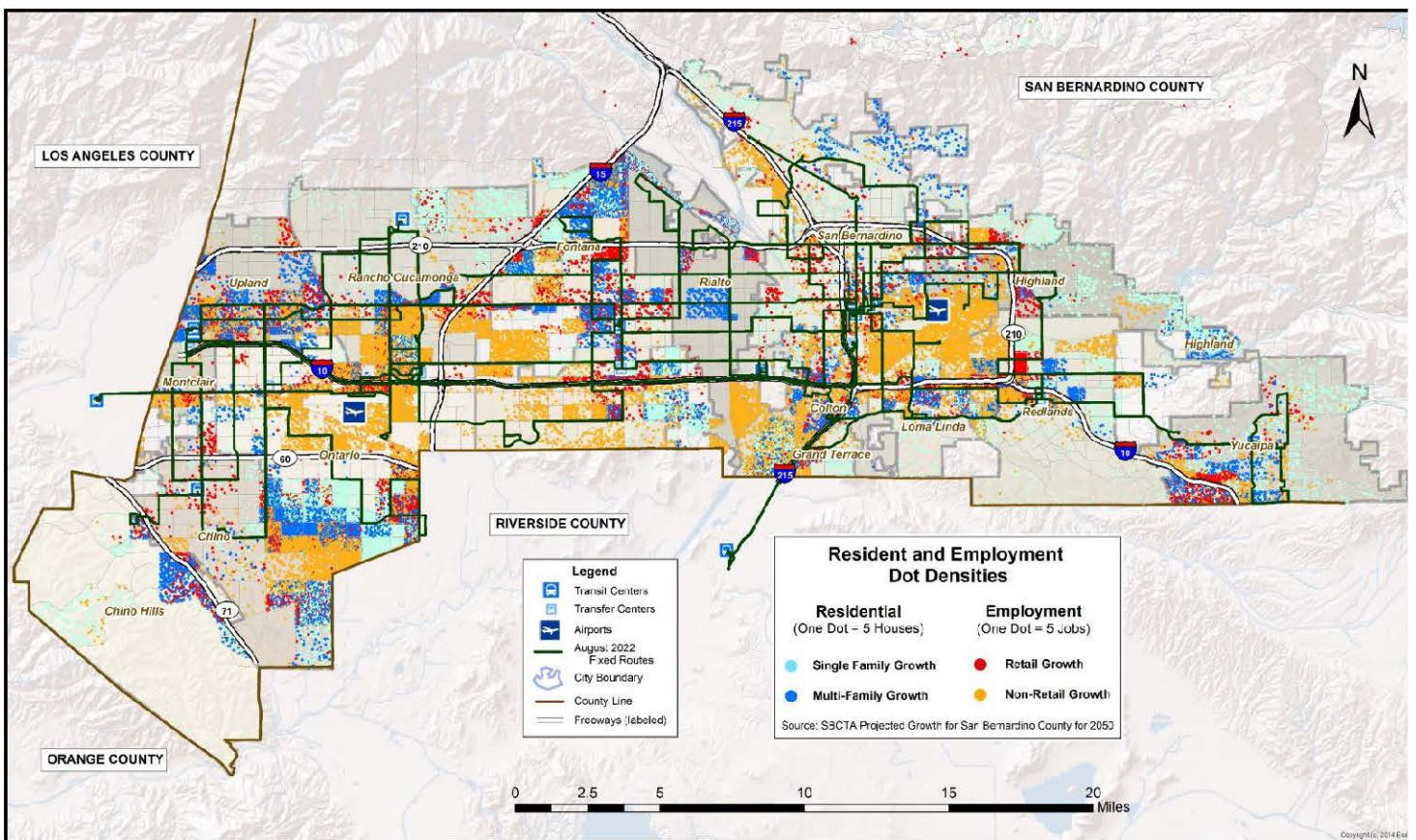


Exhibit 21: Projected Employment Growth for East Valley and West Valley



Longer term, more precise projections of job and population growth can be seen in the Exhibit 22 which uses dot-density to illustrate projected regions of resident and job growth. Non-retail business employment growth will likely continue in the east, south and west of the San Bernardino airport, with more retail growth out near Redlands. This should be outpaced, however, by similar employment growth in southern Fontana and in southern Ontario, especially south of Ontario International Airport. Fontana will likely also show population growth in the north, while Ontario will continue to build out in the south in the former Preserve region with significant increases in both single-family and multi-family residential units. In the region just north of Ontario Mills Mall, in an area encompassing northern Ontario and southern Rancho Cucamonga, there will be a large build-out of multi-family dwellings and subsequent population increases.

Exhibit 22: Projected Residential and Employment Growth



OUR SERVICES

Omnitrans services are designed to meet the different needs and conditions of the varying communities in Omnitrans' service area.

As seen in Exhibit 23 Omnitrans' family of services include Fixed Route, Demand Response, and Mobility Services. Under Fixed Route services exists Local, Express, Bus Rapid Transit (BRT), Community Circulators and First-Last Mile Shuttles. On-demand services include OmniAccess (Americans with Disabilities Act (ADA) complementary paratransit) and Microtransit on-demand services. Finally, Omnitrans offers an array of Mobility Service programs for the community.

There have been four major changes since the adoption of the FY2015-2020 SRTP. 1.) Access demand-response service has been rebranded as OmniAccess. 2.) OmniGo, a community circulator service, is no longer a branded service, but Omnitrans still operates community circulator service. 3.) An on-demand service called OmniRide was added to Omnitrans' family of services in FY2021. 4.) In 2016, Omnitrans became the Consolidated Transportation Services Agency (CTSA), and through this role provides an array of Mobility Services.

Annual Service Plans

Omnitrans prepares an Annual Service Plan each Fiscal Year. The Service Plan provides an overview of Omnitrans' service offerings and sets the fare policy for the fiscal year. Service Plans are predicated on an annual budget.

The FY2022 Service Plan introduced a 7-Step Service Resumption Plan, a comeback plan to return to 100% planned services prior to the COVID-19 pandemic. The FY2022 Service Plan also introduced two microtransit programs, OmniRide Upland and Bloomington. The FY2022 Service Plan did not change the family of services Omnitrans offers.

In the FY2023 Service Plan the 7-Step Resumption Plan was consolidated into a 5-Step plan since Steps 1-3 were implemented in FY2022. The adopted plan included the approval of two microtransit zone expansions, the introduction of two First-Last Mile Pilot Shuttles to enhance rail and bus connectivity, Fare Capping, and a Fare Reduction to Senior and Disabled (S&D) OmniRide fares.

Exhibit 23: Omnitrans' Family of Services, FY2023

Service	Type	Brand	Image	Description
Fixed Route	Bus Rapid Transit (BRT)	sbX		BRT service mirrors light-rail service on rubber tires with dedicated lanes, enhanced amenities, stand-alone stations, level boarding and significantly reduced travel times while utilizing dedicated branded BRT buses.
	Local	Omnitrans		Traditional large bus service operating on a set route with a set schedule at defined frequencies.
	Express	Omnitrans		Freeway bus service using a traditional large bus on a set route with a set schedule and frequency that is designed to connect two or more areas of highly concentrated activity. Route(s) typically travel mostly by freeway and stops are placed several miles apart.
	Community Circulator	Omnitrans		Smaller bus service designed to offer lifeline mobility for areas with relatively low population and employment density.
Demand Response	ADA Paratransit	OmniAccess		Origin-to-destination service provided to comply with the Americans with Disabilities Act (ADA) that is complementary to fixed-route service and is provided within ¾-mile of a fixed route and during same days and hours as fixed-route.
	Micro-transit	OmniRide		Reservation, on-demand, and shared transit service (like Uber or Lyft), providing local and demand response service to Bloomington, Chino Hills/Chino, and Upland.
Mobility Services				Omnitrans Mobility Services offers a variety of mobility programs such as Travel Training, Volunteer Driver programs, UBER & Taxi program, and many community-based partnerships.

Fixed Route Services

In FY2022 Omnitrans operated a total of 28 fixed routes and in FY2023 Omnitrans operated a total of 29 fixed routes as shown in Exhibit 24. Traditional fixed route service, including local and freeway express, dominates systemwide service characteristics as 73% of Omnitrans' FY2023 revenue hours are directly operated 40-foot bus service, compared to 5% for sbX, and 5% for contracted fixed route service. From a ridership perspective, traditional fixed route service dominates the service characteristics by an even larger share accounting for 88% of boardings compared to 7% for sbX, and 2% for contracted fixed route.

Exhibit 24: Omnitrans Fixed Route Services, FY2022-FY2023

Beginning of FY2022 (July/August 2021)		Beginning of FY203 (July/August 2022)		Division (FY2023)
Fixed Route	FR Type	Fixed Route	FR Type	
1	Local	1	Local	East Valley
2	Local	2	Local	East Valley
3	Local	3	Local	East Valley
4	Local	4	Local	East Valley
6	Local	6	Local	East Valley
8	Local	8	Local	East Valley
10	Local	10	Local	East Valley
14	Local	14	Local	East Valley
15	Local	15	Local	East Valley
19	Local	19	Local	East Valley
22	Local	22	Local	East Valley
61	Local	61	Local	West Valley
66	Local	66	Local	West Valley
67	Local	67	Local	West Valley
81	Local	81	Local	West Valley
82	Local	82	Local	West Valley
83	Local	83	Local	West Valley
84	Local	84	Local	West Valley
85	Local	85	Local	West Valley
87	Local	87	Local	West Valley
88	Local	88	Local	West Valley
202/sbX	BRT	202/sbX	BRT	East Valley
215	Express	215	Express	East Valley
290	Express	290	Temporarily Suspended	East & West
300	(N/A)	300	First/Last Mile Shuttle	East Valley
305	Community Circulator	305	Community Circulator	East Valley
312	Community Circulator	312	Community Circulator	East Valley
319	Community Circulator	319	Community Circulator	East Valley
329	Community Circulator	329	N/A (Demand Response)	N/A
380	(N/A)	380	First/Last Mile Shuttle	West Valley

Local Fixed Routes

Twenty-one of the 29 Fixed Routes are Local Fixed Routes. These routes use traditional forty-foot buses and operate on a set route and frequency. As such, bus stops are placed approximately every 0.25 miles (between 0.2 to 0.3 miles apart), while taking into consideration other factors for stop placement such as safety, access, potential conflicts with driveways/traffic, and availability of ADA-compliant infrastructure.

Express Fixed Routes

Two of the 29 Fixed Routes are Express Fixed Routes. Express routes use traditional forty-foot buses that utilize the freeway system to connect communities to regional areas of highly concentrated activity. Limited stops are placed several miles apart which allow for faster service. Due to a tight labor market and a shortage of Coach Operators, Omnitrans temporarily suspended Freeway Express Route 290 in January 2022. The route is planned to resume in-line with the service resumption plan.

Community Circulators

Three of the 29 Fixed Routes are Community Circulators. These routes use smaller buses to provide lifeline service in communities that have minimal transit activity and low population and employment density. Omnitrans currently provides community circulator services in Grand Terrace to San Bernardino (Route 305), Muscoy to Fontana and north San Bernardino (Route 312), and in Yucaipa (Route 319). Community Circulator fixed route services are operated under contract to the private sector.

First-Last Mile Pilot Shuttles

Two of the 29 Fixed Routes are pilot First-Last Mile Shuttles which were approved within the FY2023 Service Plan. The first shuttle, Route 380 ONT Connect operates between the Rancho Cucamonga Metrolink Station and the Ontario International Airport. The second shuttle, Route 300 SB Connect, connects the San Bernardino Transit Center (SBTC) to Downtown San Bernardino's Government Center.

Bus Rapid Transit

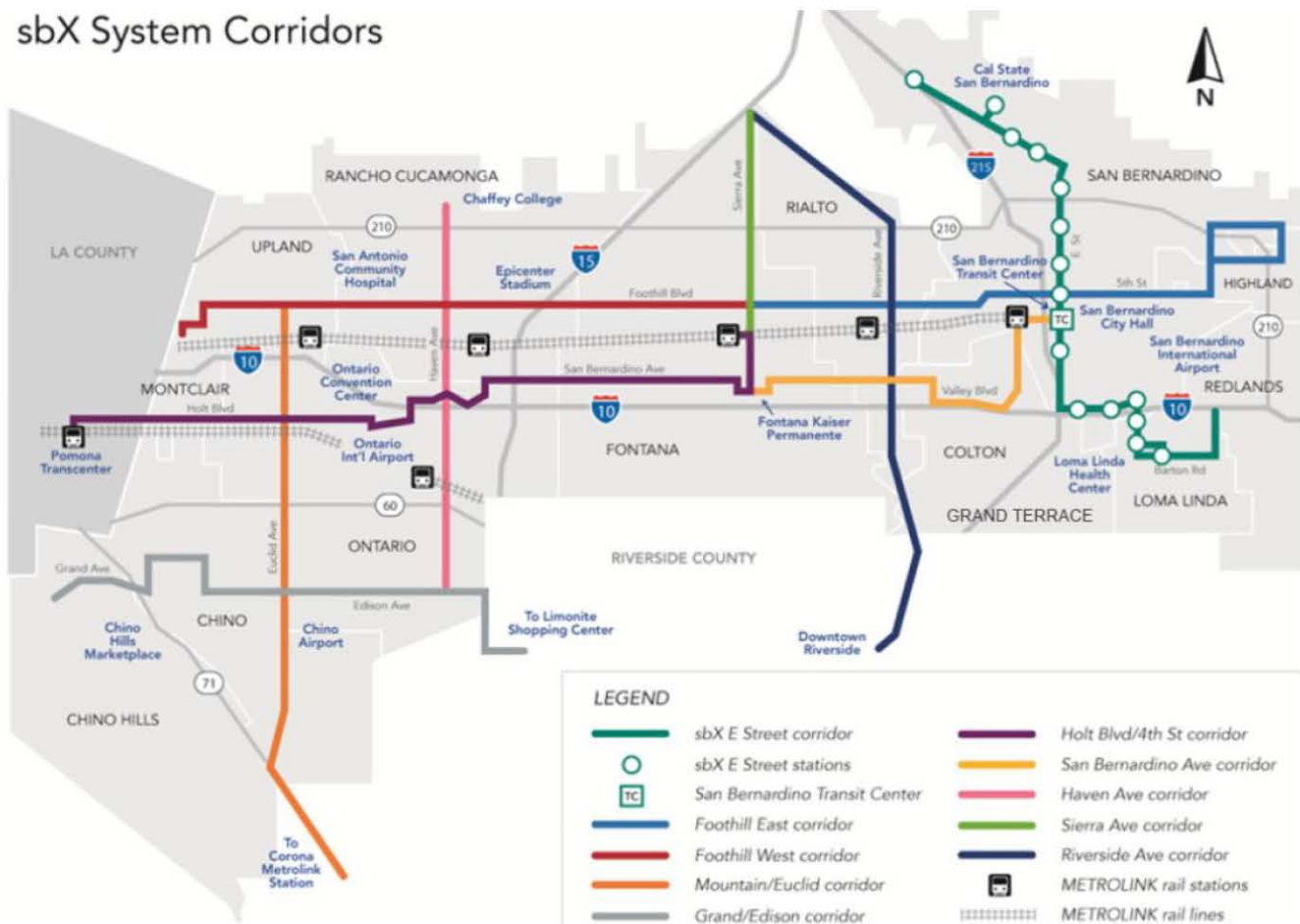
One of the 29 Fixed Routes is Omnitrans' BRT Route 202/sbX Green Line. The sbX program is designed to provide more frequent and direct transit service along major corridors in the Omnitrans service area. While Omnitrans' traditional network of local bus services provides good coverage in the general service area, sbX lines provides a premium level of service that is more competitive with the automobile and designed to capture riders who are making medium- to long-distance trips.

Exhibit 25 shows the sbX bus rapid transit corridors outlined in Omnitrans' 2010 System-Wide Transit Corridor Plan for the San Bernardino Valley and in the San Bernardino County Transportation Authority (SBCTA) 2010 Long Range Transit Plan. These corridors were identified as having potential for premium transit service. The sbX Green Line has been operational since 2014.

In partnership with SBCTA, Omnitrans is working on the second BRT line called the West Valley Connector (WVC) project that will ultimately enter service as the sbX Purple Line. SBCTA has initiated the Long-Range Multimodal Transportation Plan which will review and potentially modify these future BRT corridors. Long-term Omnitrans and SBCTA will continue to partner to deliver additional BRTs once the plan is completed. The current planned BRT corridors are shown in Exhibit 25.

Exhibit 25: Omnitrans Proposed sbX BRT Corridors, 2010

sbX System Corridors



Fixed Route Service Characteristics

Omnitrans Fixed Route services are separated into Route Tiers. Route Tier groups are determined by the frequency of service. Tier 1 routes operate on a 15-minute or better headway; Tier 2 routes operate on a 16-to-20-minute peak headway; Tier 3 routes on a 21–40-minute headway, typically operating at a 30-minute headway; and Tier 4 routes operate at 41-minute or greater headway, typically operating at a 60-minute headway or lower. Exhibit 26 shows the frequency of Fixed Route services at the beginning of FY2023 compared to planned (pre-pandemic) frequency.

Omnitrans continues to add revenue service to ultimately reach planned pre-pandemic levels. This is what is labeled as “Planned” in the exhibits as we aim to reach those stages of service. These levels are part of the Service Resumption Plan mentioned under the Annual Service Plan section. In some cases, when comparing current frequency or span, Omnitrans has fulfilled or even improved relative to pre-pandemic levels.

Exhibit 26: Frequency of Fixed Route Services, FY2023

Route	FR Type	Planned Route Tier	Service Days/Frequency					
			Weekday		Saturday		Sunday	
			FY2023	Planned	FY2023	Planned	FY2023	Planned
1	Local	1	20/30	15	30	30	50	30
2	Local	4	75	75	75	75	75	75
3	Local	1	20/30	15	20/25	22/25	22/25	22/25
4	Local	1	20/30	15	20/25	22/25	22/25	22/25
6	Local	3	60	30	60	60	60	60
8	Local	3	60	30/60	60	60	60	60
10	Local	3	60	30/60	60	60	60	60
14	Local	1	20/30	15	20	20	20	20
15	Local	3	60	30	60	60	60	60
19	Local	3	30/60	30	60	60	60	60
22	Local	3	60	30/60	60	60	60	60
61	Local	1	20/30	15	30	20	30	20
66	Local	2	20/30	20	30	30	50	30
67	Local	4	60	60	N/A	N/A	N/A	N/A
81	Local	4	60	60	60	60	N/A	N/A
82	Local	4	60	60	65	65	65	65
83	Local	3	30/60	30/60	60	60	60	60
84	Local	4	60	60	60	60	60	60
85	Local	3	60	30	60	60	60	60
87	Local	4	60	60	60	60	N/A	N/A
88	Local	4	60	60	60	60	60	60
202/sbX	BRT	1	20/30	10/15	32	20	N/A	N/A
215	Express	2	30/60	20/30	60	30/60	60	30/60
290	Express	4	N/A	Peak	N/A	N/A	N/A	N/A
300	First/Last Mile Shuttle	2	20/30	20/30	N/A	N/A	N/A	N/A
305	Community Circulator	4	60	60	60	60	60	60
312	Community Circulator	4	60	60	60	60	60	60
319	Community Circulator	4	60	60	N/A	N/A	N/A	N/A
380	First/Last Mile Shuttle	4	35/60	35/60	60	60	60	60

Attachment: Attachment A Omnitrans SRTP 2023-2030 (9643 : Omnitrans SRTP)

Exhibit 27 below shows the Fixed Route service span, or hours of service, at the beginning of FY2023 compared to Planned (pre-pandemic) frequency.

Exhibit 27: Service Span of Fixed Route Services, FY2023

Route	FR Type	Service Days/Frequency					
		Weekday		Saturday		Sunday	
		FY2023	Planned	FY2023	Planned	FY2023	Planned
1	Local	4:30-22:35	4:30-22:40	5:56-21:04	5:53-21:04	6:00-19:46	5:57-19:50
2	Local	4:29-23:15	4:29-22:55	6:04-21:46	6:05-21:49	6:19-20:15	6:30-20:17
3	Local	4:38-23:24	4:38-23:28	6:05-21:09	6:05-21:04	6:03-19:59	6:03-19:57
4	Local	4:15-22:41	4:22-22:41	6:03-21:26	6:03-20:56	6:13-19:26	6:13-19:27
6	Local	4:45-21:33	4:45-21:33	6:20-19:58	6:20-19:58	6:20-18:02	6:20-18:02
8	Local	4:58-22:37	4:53-22:36	6:18-19:22	6:17-19:24	7:26-18:48	7:22-18:56
10	Local	6:30-20:01	5:03-20:32	6:20-19:20	6:13-19:11	7:10-18:20	7:14-18:10
14	Local	3:27-23:07	3:27-23:07	6:10-22:47	6:13-22:34	6:24-20:22	6:04-20:25
15	Local	4:02-21:49	5:05-22:42	5:42-19:22	6:40-19:22	5:35-19:17	6:40-19:19
19	Local	4:49-22:23	4:49-22:33	5:20-21:28	5:20-21:42	6:40-18:59	6:40-19:13
22	Local	5:05-21:43	4:59-22:01	7:13-19:28	7:28-19:28	7:28-19:28	6:58-19:32
61	Local	4:04-23:25	4:04-23:25	5:20-22:26	5:20-22:37	5:35-19:36	5:35-19:52
66	Local	4:10-23:22	4:10-23:16	5:47-22:14	5:47-22:14	6:30-20:07	6:30-20:07
67	Local	5:53-20:42	5:53-20:42	N/A	N/A	N/A	N/A
81	Local	5:00-22:38	4:25-22:26	6:00-20:55	5:40-20:40	N/A	N/A
82	Local	4:25-20:16	4:25-22:11	6:14-19:51	6:14-19:31	6:14-19:57	6:14-19:10
83	Local	6:00-20:35	5:54-21:53	6:00-20:40	5:54-21:01	6:00-19:40	5:54-19:54
84	Local	5:45-20:48	6:03-20:54	6:00-19:57	6:02-19:44	6:00-19:57	6:02-19:45
85	Local	4:20-22:17	4:20-22:51	6:00-19:51	6:00-19:19	6:00-19:43	6:00-19:18
87	Local	4:35-21:52	4:35-21:52	5:35-20:23	5:35-20:23	N/A	N/A
88	Local	4:30-22:15	4:33-22:21	6:21-20:34	6:31-20:21	6:21-19:36	6:31-19:13
202/sbX	BRT	5:33-23:00	5:00-23:01	6:20-21:08	6:20-21:15	N/A	N/A
215	Express	5:02-22:18	5:05-21:49	6:38-22:27	6:38-22:27	6:38-19:27	6:38-19:27
290	Express	N/A	4:18-20:46 (Peak only)	N/A	N/A	N/A	N/A
300	First/Last Mile Shuttle	6:15-18:47	6:15-18:47	N/A	N/A	N/A	N/A
305	Community Circulator	5:40-22:06	5:40-22:06	6:55-20:21	6:55-20:21	6:55-18:50	6:55-18:50
312	Community Circulator	5:20-22:30	5:20-22:30	7:15-18:50	7:15-18:50	7:15-18:49	7:15-18:49
319	Community Circulator	5:59-20:15	5:59-20:15	N/A	N/A	N/A	N/A
380	First/Last Mile Shuttle	4:16-23:35	4:16-23:35	7:14-23:22	7:14-23:22	7:14-23:22	7:14-23:22

Attachment: Attachment A Omnitrans SRTP 2023-2030 (9643 : Omnitrans SRTP)

Demand Response Services

Omnitrans provides two forms of demand-response services: OmniRide and OmniAccess. OmniRide is a microtransit transit solution and OmniAccess is the complementary ADA paratransit service. Both services provide origin-to-destination service and require customers to make trip reservations in advance of their trip.

Unlike fixed-route service, demand-response service does not operate on a specific route map or at a specific frequency. Rather, it is a shared-ride service that attempts to maximize efficiency while maintaining reasonable passenger travel times for riders.

In terms of service, for FY2023 14% of revenue hours comprise ADA paratransit service and 3% for OmniRide. From a ridership perspective, demand response services are very minor compared to fixed route services, where 2% account for OmniAccess and <1% for OmniRide.

OmniRide

OmniRide is an origin-to-destination general-public demand-response service. The service is reservation-based similar to transportation network companies (TNCs) such as Uber and Lyft. As of FY2023 Omnitrans has three OmniRide programs. The service is designed to provide on-demand service to/from Omnitrans' fixed route bus service. Riders are required to book the trips in advance to use this service. Customers may book trips up to three days in advance. Customers can request pick-up and drop-offs by using the RideCo OmniRide application on a mobile or smartphone device or by calling a reservation hotline to book a trip. OmniRide customers receive an Omnitrans Day Pass to use and transfer to Omnitrans' fixed route services from any OmniRide program.

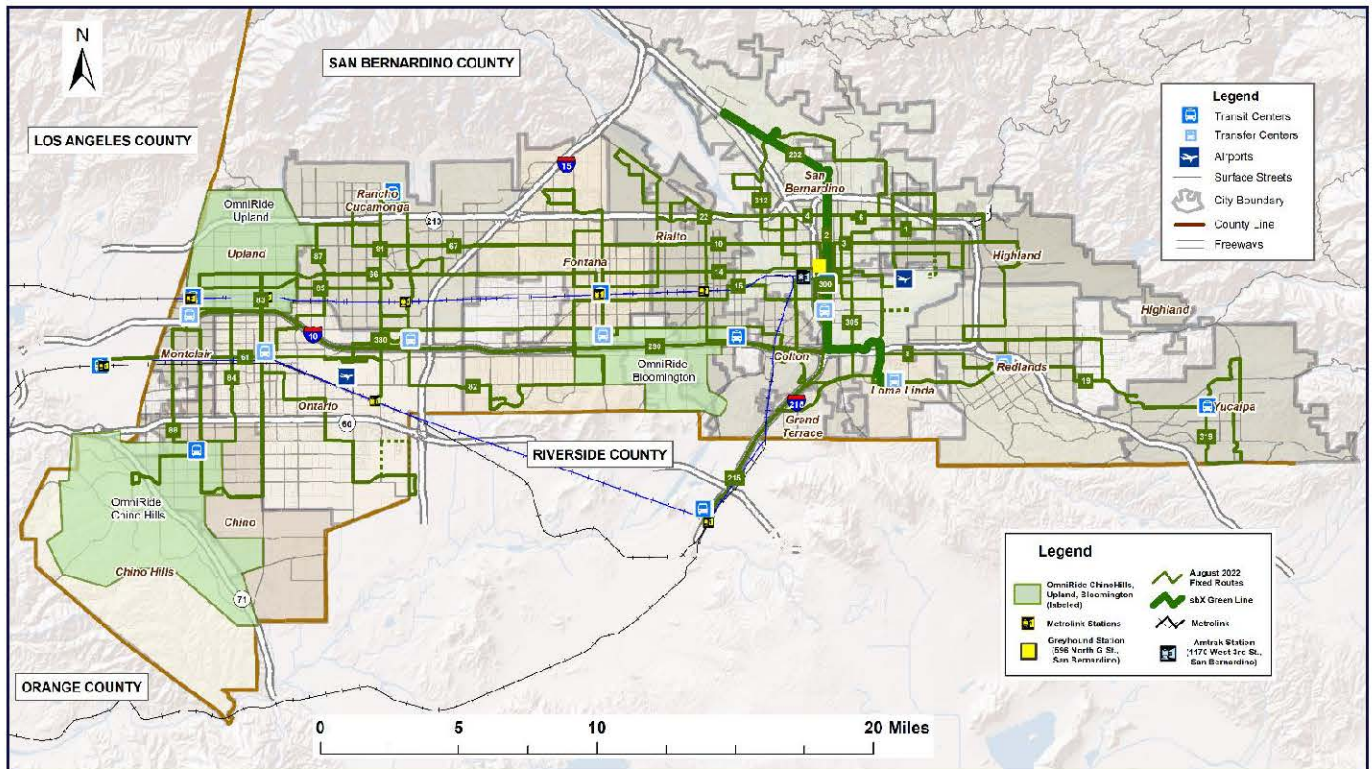
The first program, OmniRide Chino Hills, began service in FY2021 primarily serving the City of Chino Hills and parts of Chino. In FY2022 Omnitrans implemented two programs, OmniRide Upland (August 2021) and OmniRide Bloomington (January 2022). OmniRide Upland primarily serves Upland. OmniRide Bloomington primarily serves the unincorporated community of Bloomington, parts of west Colton, south Rialto, and southwest Fontana.

In the FY2023 Service Plan, the OmniRide Chino Hills and OmniRide Upland microtransit zones were expanded. The OmniRide Chino Hills boundary was expanded to add new service to distribution and fulfillment centers in South Chino. This expansion also extended service along Riverside Avenue from Chino Hills into Chino. OmniRide Upland was expanded to provide service to the Montclair Place in Montclair. This expansion added microtransit service into Rancho Cucamonga as well.

OmniRide Chino Hills and OmniRide Upland operate Monday to Friday, 6am-8pm. OmniRide Bloomington operates Monday to Saturday, 6am-8pm.

Exhibit 28 shows Omnitrans' System Map which includes Fixed Route and OmniRide services.

Exhibit 28: System Map, FY2023



OmniAccess

The American with Disabilities Act (ADA) requires that fixed route transit operators provide, or ensure the provision of, “complementary paratransit service for those individuals who, are unable to use the regular general public fixed route service.”

OmniAccess service is Omnitrans’ ADA complementary paratransit service for eligible persons who are physically or cognitively unable to use regular fixed route transit. OmniAccess is available during the same days and hours that fixed route services operate and requires eligible riders to book each trip in advance or arrange a subscription service for recurring trips.

OmniAccess service is available throughout the Omnitrans service area within a $\frac{3}{4}$ -mile radius of either side of an existing Omnitrans regular fixed bus route. OmniRide service in Chino Hills, Upland, and Bloomington is a demand-response service that meets the OmniAccess paratransit requirements. Thus, no other paratransit service additional to OmniRide is required within the boundaries of the microtransit programs.

Mobility Services

In order to provide enhanced mobility options for seniors and individuals with disabilities and to reduce OmniAccess costs, Omnitrans provides an array of specialized services under the mobility services umbrella. Funding for these services is from Measure I Consolidated Transportation Services Agency (CTSA) funding, which accounts for 2% of the revenue generated by the Measure. Omnitrans was designated the CTSA by SBCTA in 2016.

As the CTSA, Omnitrans provides these services utilizing two different approaches: 1) Directly Managed Mobility Services, and 2) Regional Mobility Partnership (RMP) programs where Omnitrans funds JPA members or non-profit organizations to provide these services.

Directly Managed Mobility Services include:

- **Travel Training** provides one-on-one or group assistance to seniors and individuals with disabilities and helps them learn to ride the Omnitrans bus system for the first time. The program is free to participate in and is available to qualifying individuals who reside in the Omnitrans service area. The Travel Training program gives participants the information and skills to ride the bus with confidence and take advantage of its benefits. Due to the COVID-19 pandemic, Travel Training services were temporarily suspended and are planned to resume in FY2023.
- **Transportation Reimbursement Escort Program (TREP)** provides mileage reimbursement (\$0.40/mile up to \$80 per month) for individuals with disabilities who cannot use public transportation and rely on others to drive them for transportation. Participants choose their own driver, usually a family member, friend, neighbor, or caretaker. The reimbursement offsets the cost associated with providing transportation.
- **UBER Ride** is a subsidy program for seniors and individuals with disabilities to use Uber. The subsidy is up to \$15 per trip up to 15 trips per month. Program participants must reside in the San Bernardino Valley and the trips origin or destination must be within the San Bernardino Valley.
- **Taxi Ride** is a subsidized voucher program for seniors and individuals with disabilities to use taxis within the San Bernardino Valley. Participants pre-purchase monthly vouchers up to \$150 per month, and Omnitrans matches the cost.
- **Mobility Services and ADA Paratransit Eligibility and Certification** is performed by the Mobility Services department to best match seniors and individuals with disabilities with the services that best meet their needs.

Regional Mobility Partnership (RMP) program provides funding to support the development and sustainability of programs that provide transportation services to seniors and individuals with disabilities throughout the San Bernardino Valley. Current RMP programs are shown in Exhibit 29.

Exhibit 29: Regional Mobility Partners, FY2023

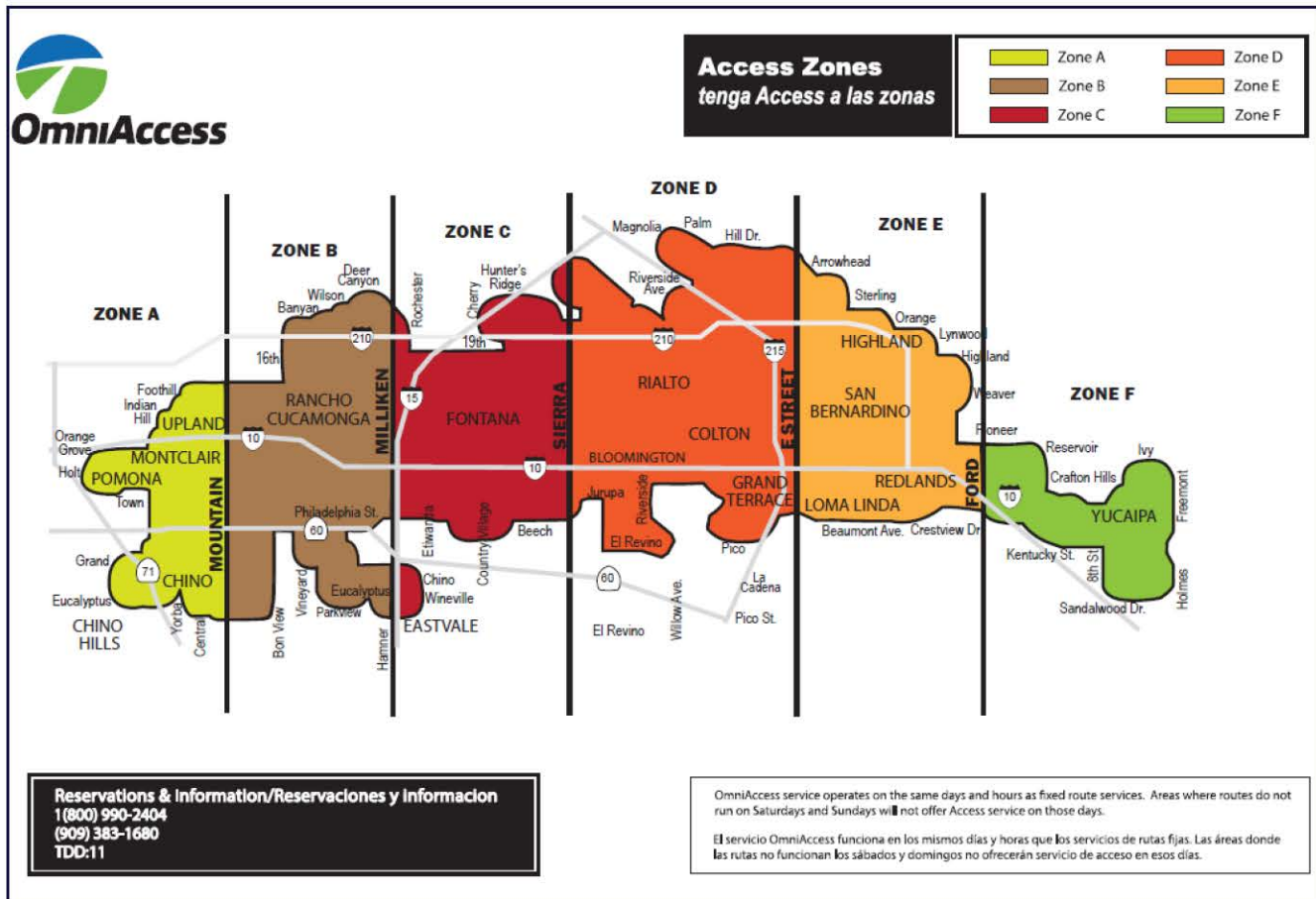
RMP Agencies	Project Title/Description
City of Chino	Get S.M.A.R.T Program: Provides free door-to-door transportation for seniors who reside in the City of Chino.
City of Grand Terrace	Senior Transportation Program: Curb-to-Curb Transportation program for Seniors between their homes and the Grand Terrace Senior Center.
Aging Next	Transportation Reimbursement Program: Offers monthly mileage reimbursement to seniors and individuals with disabilities who reside in the West San Bernardino County cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, and Upland.
Highland Senior Center	Senior Transportation Services: Provides free door-to-door transportation for seniors from their home to the Highland Senior Center
Loma Linda University Medical Center ADHS (LLUMCADHS)	CBAS Transportation Project: Provides door-to-door transportation to and from LLUMCADHS to seniors and individuals with disabilities.
OPARC	OPARC Connect: Provides door-to-door transportation from their client's homes to their day programs
Anthesis	Anthesis in Motion: Provides door-to-door transportation from their client's homes to their day programs
City of Yucaipa	Yucaipa Senior Transportation: Provides free door-to-door transportation for seniors who reside in the City of Yucaipa within the city limits.
Lutheran Social Services of Southern California (LSSSC)	LSSSC Transportation Program: Provides transportation for medical and work-related trips in San Bernardino to clients with HIV and AIDS
City of Ontario	Ontario Silver S.T.A.R.S : Provides curb-to-curb transportation services for non-emergency medical services for seniors and individuals with disabilities who reside in the City of Ontario
City of Rialto	Rialto Specialized Transportation: Provides curb-to-curb transportation services to seniors and individuals with disabilities to essential destinations within the community
Foothill Aids Project (FAP)	Van-Connect San Bernardino Valley Program: Provides curb-to-curb transportation services to low-income seniors and individuals with disabilities

Fare Structure

Omnitrans fare structure for all services are shown in Exhibit 31, Exhibit 32, and Exhibit 33. Omnitrans currently offers four types of passes: Single Ride, Day Pass, 7-Day, and a 31-Day Pass.

OmniAccess paratransit fare structure is determined by zone crossings which are shown in Exhibit 30.

Exhibit 30: OmniAccess Service Area Map and Zone Map, FY2023



In FY2022 (August 2021) Omnitrans introduced a pilot Free Fares for School K-12 program (FFFS). This initiative provided students with a valid K-12 student ID free fares to board any of Omnitrans' fixed route services. The program remains active.

In the FY2023 Service Plan, Omnitrans continued to break socio-economic barriers by proposing Fare Capping. Fare Capping removes upfront costs that may have been financial barriers to our riders when purchasing multi-use passes through existing mobile fare technology, or Transit or Token Transit App. The initiative was approved by the Omnitrans Board of Directors as part of the Service Plan and was implemented in August 2022. Under fare capping, each time a customer rides Omnitrans, the fare will count towards the next available multi-use pass. For example, pay \$2.00 per ride and automatically receive a Day Pass once \$6.00 is spent within one-day all the way to a \$60.00 31-Day Pass. Customers will not pay more than \$60.00 for 31-days of unlimited rides.

A Senior & Disabled (S&D) fare discount for all OmniRide programs was also included in the FY2023 Service Plan. This was implemented in August 2022. It provided S&D, Medicare, and Medicaid customers a discount from \$2.00 per ride to \$1.00 per ride on OmniRide services. The fare is subsidized by Measure I CTSA funds.

Exhibit 31: Fare Structure for Fixed Route, FY2023

	Full-Fare	Senior/Disability/Medicare	Youth*	Veteran
31-Day	\$ 60.00	\$ 30.00	\$ 45.00	\$ 30.00
7-Day	\$ 20.00	\$ 9.00	\$ 15.00	\$ 9.00
1-Day				
Single Day Pass	\$ 6.00	\$2.75	N/A full-fare	\$ 2.75
Packs of Ten	\$ 54.00	\$ 25.00	N/A full-fare	\$ 25.00
Single Ride				
Individually	\$ 2.00	\$ 0.90	N/A full-fare	\$ 0.90
Packs of Ten	\$ 18.00	\$ 8.50	N/A full-fare	\$ 8.50
Free Rides	MetroLink Transfers: Free to rider; SCRRA pays one-half base fare for each boarding with a MetroLink ticket/pass; RCTC pays a half base fare for MetroLink transfers on Rt. 215. Children: Height < 46"; limit 2 free per fare paying riders Personal Care Attendant: Accompanying an ADA Rider; Omnitrans Employees and Family Members: With Employee/Family ID; RTA and Sunline Transit Employees and Family Members: With Employee/Family ID; and, LACMTA, Foothill Transit, OCTA, Beaumont Transit Employees: With Employee ID Promotional Fares. Uniformed active military, police, and fire personnel. Interagency Transfers: Omnitrans accepts multi-use passes from Foothill Transit, Riverside Transit Agency, Sunline Transit, Mountain Transit, Victor Valley Transit Authority and Beaumont Transit for one free transfer on Omnitrans fixed route services at points of connection.			
Go Smart Fare	The Go Smart fare is a pre-negotiated fare for any student, employee, member or client of a partner organization. Participants must have an active, valid Omnitrans-compatible ID card as proof of fare.			
*Youth	In FY2022 Omnitrans implemented Free Fares for School for K-12 (FFFS). With a valid K-12 student ID with a FFFS decal sticker, students K-12 may ride Omnitrans' fixed route services for free.			

Exhibit 32: Fare Structure for OmniAccess, FY2023

Zones	Cash
1-3 zone	\$ 3.75
4 zone	\$ 4.75
5 zone	\$ 5.75
6 zone	\$ 6.75

Exhibit 33: Fare Structure for OmniRide, FY2023

	Full-Fare	Senior/Disability/Medicare	Youth*	Veteran
One-Ride (includes day pass on fixed route)	\$ 4.00	\$ 1.00	\$ 4.00	\$ 1.00
Youth* - In FY2022 Omnitrans implemented Free Fares for School for K-12 (FFFS). With a valid K-12 student ID with a FFFS decal sticker, students K-12 may ride Omnitrans' microtransit services at a 50% discount.				

Facilities & Fleet

Omnitrans currently operates service from three facilities including:

- **East Valley** is an Operations and Maintenance facility that includes administrative offices that can accommodate up to 152 buses. Sixty-nine percent of Omnitrans employees report to this facility. This facility supports Omnitrans' directly operated local bus and 60-foot articulated bus fleet.

- **West Valley** is an Operations and Maintenance facility that can accommodate up to 69 buses. Thirty-one percent of Omnitrans employees report to this facility. This facility supports Omnitrans' directly operated local bus and future sbX Purple Line fleet.
- **I Street** is an Operations and Maintenance facility for Omnitrans' contracted services including OmniAccess, OmniRide, and contracted fixed route currently operated under contract. The facility supports 81 vehicles including cutaways and vans.

Omnitrans' revenue fleet is diverse to meet the diversity of services it offers. Exhibit 34 summarizes Omnitrans operating revenue fleet by service in FY2023. Exhibit 35 provides details of the operating revenue fleet by year, model, fuel type, and other characteristics.

Exhibit 34: Revenue Fleet, FY2023

Service Type	Number of Vehicles	Division/Facility
Fixed Route		
BRT	15	East Valley
Local/Express	137	East Valley West Valley
Community Circulator	16	I Street
Demand Response		
OmniAccess	58	I Street
OmniRide	7	I Street

Exhibit 35: Revenue Fleet Details, FY2023

Service Type	Number of Vehicles	Make/Model	Year	Seating Capacity	Total Capacity	Bus Length (ft)	Fuel Type
Fixed Route							
BRT	14	New Flyer/XN60	2014	37	101	60	CNG
	1	New Flyer/XN60	2018	37	101	60	CNG
Local/Express	22	New Flyer/C40LFR	2009	39	79	40	CNG
	20	New Flyer/XN40	2012	39	79	40	CNG
	16	New Flyer/XN40	2014	39	79	40	CNG
	15	New Flyer/XN40	2015	39	79	40	CNG
	13	New Flyer/XN40	2016	39	79	40	CNG
	24	New Flyer/XN40	2018	39	79	40	CNG
	23	New Flyer/XN40	2019	39	79	40	CNG
	4	New Flyer/XE40	2021	39	79	40	Electric
Community Circulator	6	Ford StarCraft	2017	16	16	29	CNG
	10	Ford E-450	2019	16	16	29	CNG
Demand Response							
OmniAccess	1	Ford StarCraft	2015	16	16	29	CNG
	12	Ford StarCraft	2016	16	16	29	CNG
	27	Ford StarCraft	2017	16	16	29	CNG
	8	Ford E-450	2019	16	16	29	CNG
	10	Ford Allstar	2019	16	16	29	CNG
OmniRide	2	Ford Transit/470 E	2020	9	9	24	Unleaded
	2	Ford Transit/390 M	2020	8	8	20	Unleaded
	3	Chrysler Pacifica	2021	6	6	18	Unleaded/Hybrid

Distribution of Services and Ridership by City

In FY2022, Omnitrans delivered 5.1 million passenger trips. Average weekday boardings were just over 16,000 during this period. System total ridership trends from FY2021 to FY2022 have shown ridership growth of 26.7%. Service distribution by revenue hours, route miles, and investment are highlighted below in Exhibit 36 and Exhibit 37 by West and East Valley cities.

The City of San Bernardino is the city with the greatest number of boardings. San Bernardino also has the largest share of revenue hours and population. The city also has the greatest annual OmniAccess pick-ups at 56,000 while the remainder of the cities have annual pick-ups under 17,000.

Like the City of San Bernardino, cities of Fontana and Ontario also have average weekday boardings over 1,000. Fontana has nearly 2,500 weekday boardings while San Bernardino has 6,000. Ontario has nearly 1,400 weekday boardings.

With respect to OmniRide, Chino Hills has the highest average monthly pick-ups. OmniRide Chino Hills is the primary public transit service in the city. This program began two years ago in FY2021. Fontana has the second highest number of OmniRide pick-ups. OmniRide Bloomington connects in southern Fontana at a Transfer Center where the previous fixed route operated. This service began in January 2022.

Exhibit 36: Distribution of Services by City, West Valley

	Chino	Chino Hills	Fontana	Montclair	Ontario	Rancho Cucamonga	Upland
Population	91,403	78,411	208,393	37,865	175,265	174,453	79,040
Route Miles	17.83	1.44	53.45	14.17	49.89	45.39	14.02
Bus Stops	95	4	307	93	254	248	80
Average Weekday Boardings	356	12	2,466	854	1,388	934	438
Average Annual Boardings (Total)	107,268	3,616	743,045	257,324	418,227	281,429	131,976
Annual Revenue Hours (Total)	16,421	6,527	56,743	19,697	51,563	46,834	19,766
% Share of Total Revenue Hours to City	3.1%	1.2%	10.7%	3.7%	9.7%	8.8%	3.7%
Annual Investment to City	\$2,300,000	\$916,000	\$7,960,000	\$2,760,000	\$7,230,000	\$6,570,000	\$2,770,000
Annual OmniAccess Trip Origins in City	5,878	1,349	16,943	9,886	11,049	15,050	3,078
Average Monthly OmniRide Trip Origins in City	131	506	337	7	N/A	N/A	167

Exhibit 37: Distribution of Services by City, East Valley

	Colton	Grand Terrace	Highland	Loma Linda	Redlands	Rialto	San Bernardino	Yucaipa
Population	53,909	13,150	56,999	24,791	73,168	104,026	222,101	54,542
Route Miles	22.57	2.03	19.16	10.91	19.41	33.20	118.40	16.94
Bus Stops	95	12	78	58	116	203	620	70
Average Weekday Boardings	697	10	524	345	551	819	6,031	316
Average Annual Boardings (Total)	210,017	3,013	157,890	103,954	166,025	246,778	1,817,237	95,216
Annual Revenue Hours (Total)	25,051	3,556	18,856	11,815	16,863	32,117	146,026	14,724
% Share of Total Revenue Hours to City	4.7%	0.7%	3.5%	2.2%	3.2%	6.0%	27.4%	2.8%
Annual Investment to City	\$3,510,000	\$499,000	\$2,650,000	\$1,660,000	\$2,370,000	\$4,510,000	\$20,490,000	\$2,070,000
Annual OmniAccess Trip Origins in City	1,841	4,946	2,719	2,514	5,279	16,557	56,109	15,254
Average Monthly OmniRide Trip Origins in City	27	N/A	N/A	N/A	N/A	45	N/A	N/A

REGIONAL CONNECTIONS & TRANSIT PARTNERS

Transfer Centers/Transit Centers

Omnitrans works collaboratively with surrounding regional transit providers to provide a connected regional network that reaches the destinations where people need to go. Omnitrans fixed route and OmniRide services connect with regional transit agencies at several Transit Centers and or Transfer Centers throughout the region. Exhibit 38 shows the connectivity at transfer centers in the service area while Exhibit 39 shows the major connectivity at transit centers in the service area.

Additionally, Omnitrans connects to regional services outside of designated transit/transfer centers at:

- East Ontario Metrolink Station in South Ontario
- Rancho Cucamonga Metrolink Station in Rancho Cucamonga
- Redlands Depot (Metrolink Arrow station) in Redlands
- Amazon Eastvale near the border of Ontario and Eastvale
- Southridge in Fontana near the San Bernardino and Riverside County border

Exhibit 38: Transfer Centers in Omnitrans Service Area, FY2023

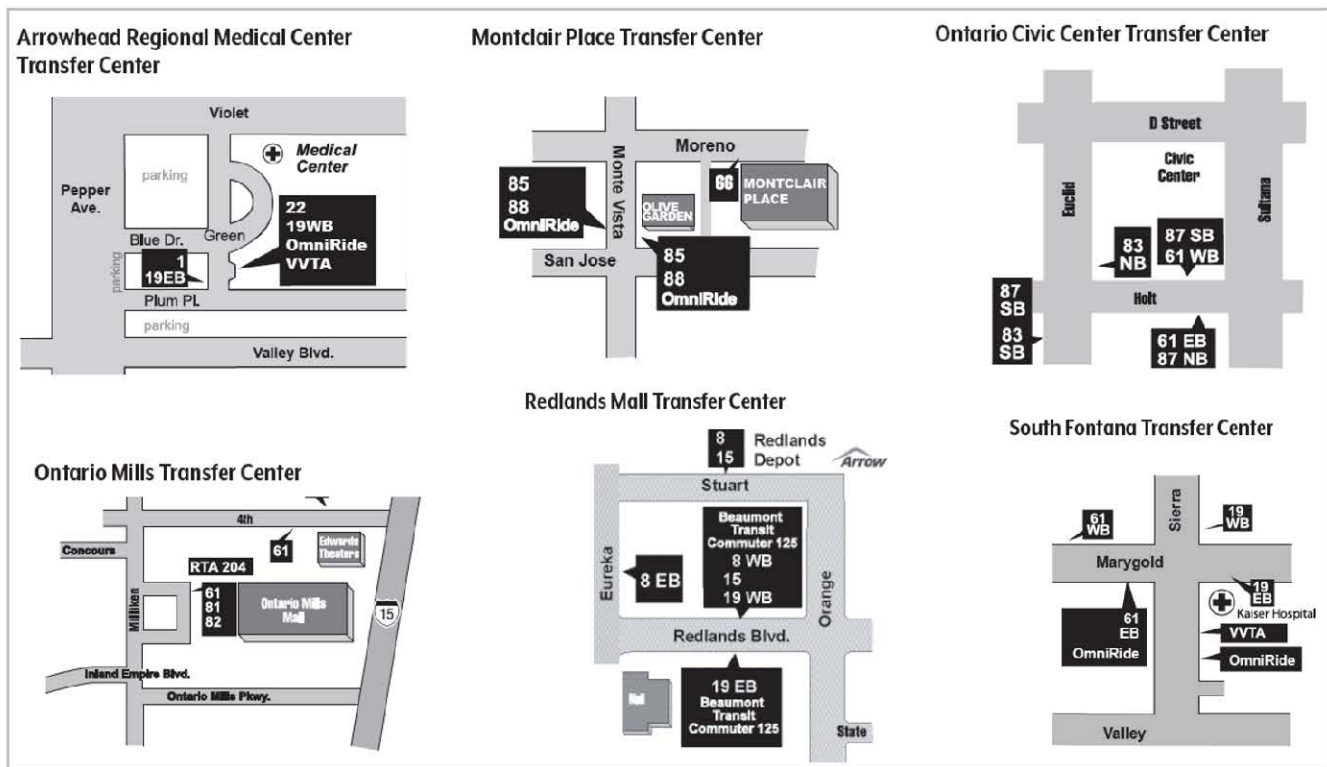
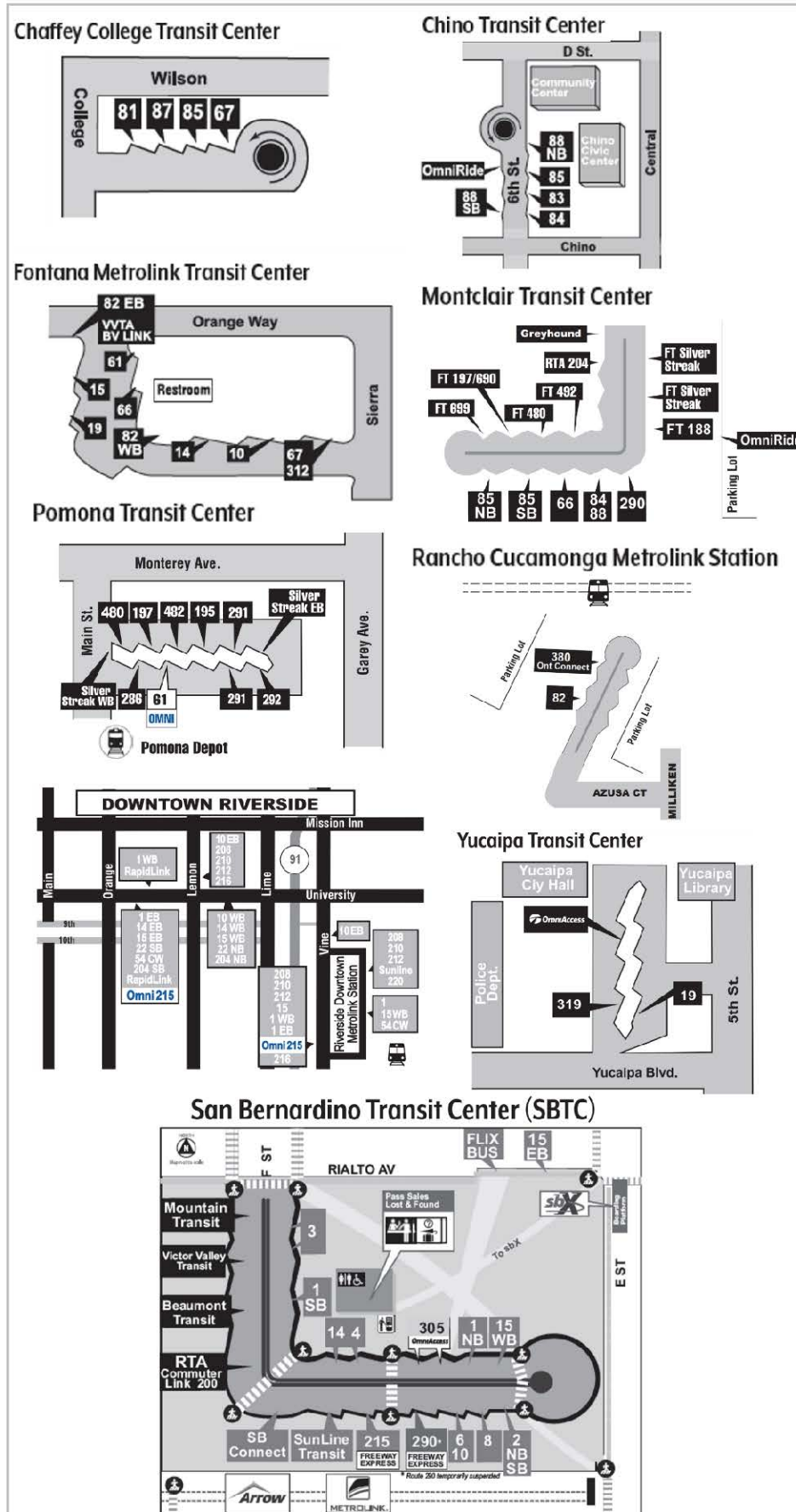


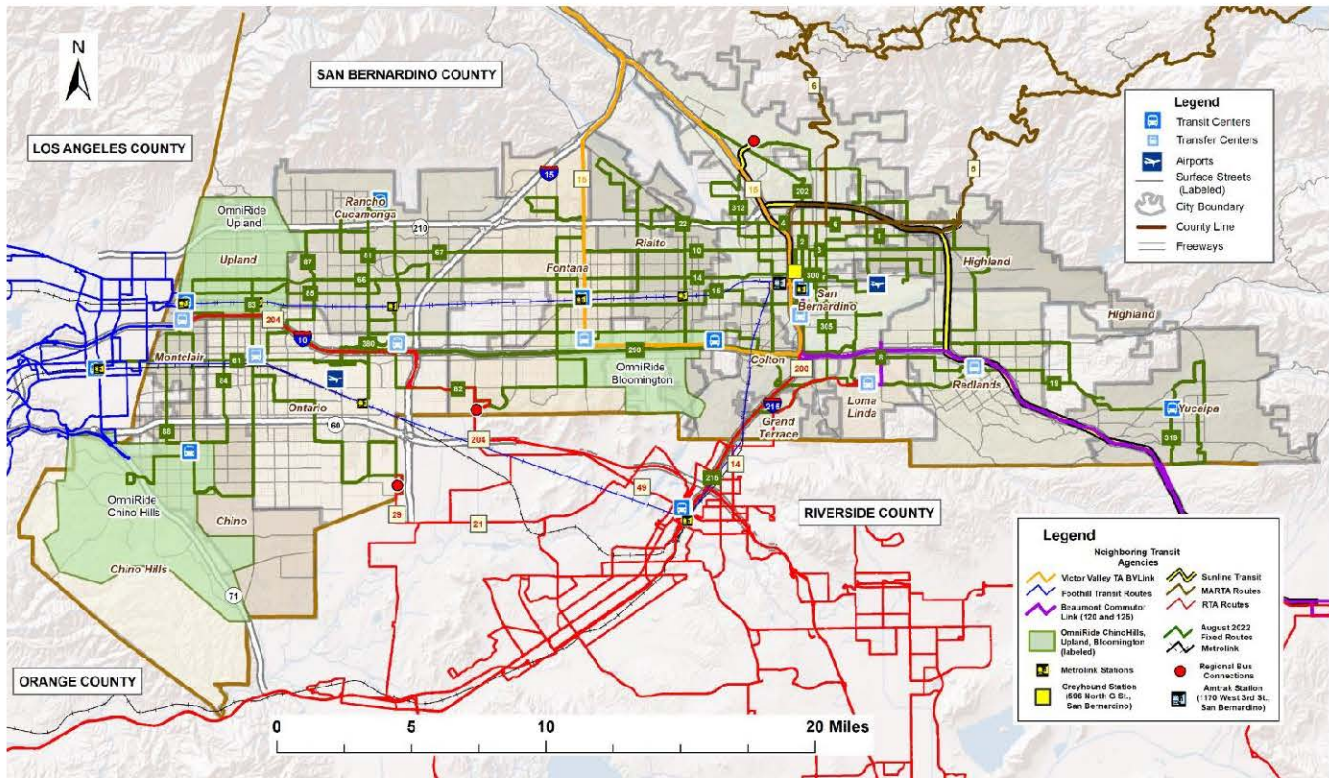
Exhibit 39: Transit Centers in Omnitrans Service Area, FY2023



Transit Partners

As the service provider and FTA-designated recipient of federal funds within the San Bernardino Valley, Omnitrans works in partnership with neighboring transit agencies and federal, state, and local funding agencies. Omnitrans has active cooperative service agreements and grant agreements with neighboring agencies. Exhibit 40 shows Omnitrans current route network and connectivity to regional transit providers.

Exhibit 40: Omnitrans Services & Connectivity with Transit Partners



Riverside Transit Agency (RTA)

Riverside Transit Agency is the primary public transit provider for western Riverside County. The agency provides both local and regional bus service including 42 fixed routes, eight CommuterLink routes, and demand response service. RTA Routes 14, 21, 49, 200 and 204 provide transfers into the San Bernardino Valley. The interagency agreement provides that Omnitrans and RTA will accept each other's transfers/passes on fixed routes, valued at each agency's base fare.

- Route 14 provides 70-minute headways between Riverside's Galleria at Tyler and Loma Linda's Jerry L. Pettis Veterans Administration Hospital, where it connects to Omnitrans' Routes 2, 19, and sbX Green Line.
- Route 21 provides 60-minute headways between Riverside and the Southridge community in South Fontana, where it connects to Omnitrans' Route 82.
- Route 49 provides 50-minute headways between Downtown Riverside and Southridge in South Fontana where it connects to Omnitrans' Route 82.

- CommuterLink Route 200 is a commuter service that provides 90-minute service between Anaheim, Riverside, and the San Bernardino Transit Center, where it connects to Omnitrans' Routes 1, 2, 3, 4, 6, 8, 10, 14, 15, 215, 290, 300, 305, sbX Green Line and OmniAccess.
- CommuterLink Route 204 is a commuter service that provides 60-minute service between downtown Riverside, Ontario Mills Mall, and the Montclair Transit Center on weekdays only. The route connects to Omnitrans' Routes 61, 66, 81, 82, 84, 85, 88, 290 and OmniRide Upland.

Victor Valley Transit Authority (VVTa)

Victor Valley Transit Authority (VVTa) provides service in the high deserts of Adelanto, Apple Valley, Hesperia, Victorville, and San Bernardino County. The agency provides three types of fixed routes: county routes, local fixed routes, and local deviated routes. In addition, VVTa provides ADA demand response service.

- Route 15 B-V Link is VVTa's only route that provides a connection from Fort Irwin, Barstow, Victorville and then into Omnitrans' service area. The lifeline service operates on a two-hour headway with Weekday and Saturday service. The route stops at the following six locations within Omnitrans' service area: Cal State San Bernardino, San Bernardino Transit Center, San Bernardino Metrolink Depot, Arrowhead Regional Medical Center, Kaiser Hospital Fontana, and the Fontana Transit Center. In total, VVTa Route 15 B-V Link connects with Omnitrans' Routes: 1, 2, 3, 4, 6, 8, 10, 14, 15, 19, 22, 61, 66, 67, 82, 215, 290, 300, 305, 312, sbX Green Line, OmniAccess, and OmniRide Bloomington.

Mountain Transit

Mountain Transit provides services to Big Bear Valley, Running Springs, Lake Arrowhead, Crestline, and San Bernardino. The agency operates local and ADA demand-response service.

- Route 5 "Off-the-Mountain Service" is operated Monday, Wednesday, and Friday with stops in Highland and San Bernardino. This 2-trip peak service provides a connection to Omnitrans' Routes 1, 2, 3, 4, 6, 8, 10, 14, 15, 215, 290, 300, 305, sbX Green Line and OmniAccess at the San Bernardino Transit Center. Route 5 also connects with Omnitrans' Routes 3 & 4 at Highland Avenue at Boulder Avenue.
- Route 6 "Off-the-Mountain Service" is operated Monday through Friday with stops in Highland and San Bernardino. This 4-trip peak service provides a connection to Omnitrans' Routes 1, 2, 3, 4, 6, 8, 10, 14, 15, 215, 290, 300, 305, sbX Green Line and OmniAccess at the San Bernardino Transit Center. Route 6 also connects with Omnitrans Route 6 at 40th Street at Waterman Avenue in San Bernardino and with Omnitrans Route 300 at Arrowhead Avenue at 4th Street in Downtown San Bernardino.

Beaumont Transit

Beaumont Transit, formerly PASS Transit, is operated by the City of Beaumont, and provides service to Beaumont, Banning, Cherry Valley and Cabazon.

- CommuterLink Route 120 is a commuter service that provides 60-minute headways during the week and peak service on Saturday. It connects to the VA Hospital in Loma Linda and connects with Omnitrans' Routes 2, 19, and sbX Green Line. Commuter Route 120 also makes

connections at the San Bernardino Transit Center with Omnitrans' Routes 1, 2, 3, 4, 6, 8, 10, 14, 15, 215, 290, 300, 305, sbX Green Line and OmniAccess.

- CommuterLink Route 125 is a commuter service that provides two-hour headways from Beaumont to the Loma Linda VA Hospital where it connects to Omnitrans' Routes 2, 19, and sbX Green Line. Route 125 also connects with Omnitrans' Routes 8, 15, and 19 at the Redlands Mall Transfer Center on Redlands Boulevard. This service operates on weekdays.

Foothill Transit

Foothill Transit serves the San Gabriel Valley in Los Angeles County including the City of Pomona bordering Omnitrans' service area. Foothill Transit operates several routes that enter Omnitrans' service area at the Montclair Transit Center and Pomona Transit Center. Agreements between the two agencies allow passengers and employees with easy transfers between the agencies at points of contact if a rider has a valid multi-use pass.

- Silver Streak provides 15 minute headways between the L.A. Convention Center to the Montclair Transit Center, where it connects with Omnitrans' Routes 66, 84, 85, 88, 290 and OmniRide Upland. The route operates 24 hours a day on weekdays and weekends.
- Route 188 provides 15-minute headways from the Azusa Intermodal Transit Center to the Montclair Transit Center where it connects with Omnitrans' Routes 66, 84, 85, 88, 290 and OmniRide Upland.
- Route 197 provides 30-minute headways from the Pomona Transit Center, where it connects to Omnitrans' Route 61 and to the Montclair Transit Center where it connects with six of Omnitrans' routes. This route operates seven days a week.
- Route 480 provides a 20/30-minute headway from West Covina to the Montclair Transit Center where it connects to six of Omnitrans' routes. The route operates. On weekdays and weekends.
- Route 492 provides a 30-minute headway from El Monte to the Montclair Transit Center where it connects with six of Omnitrans' routes. The route operates seven days a week.
- Route 699 provides 15-minute headways from downtown Los Angeles to the Montclair Transit Center where it connects to six of Omnitrans' routes. This route operates weekdays only.

Sunline Transit

Sunline Transit provides a system of 15 public bus routes that link the valley from Desert Hot Springs in the northwest to North Shore in the southeast with Line 111 as the major trunk line that extends east along Highway 111. The agency also provides a demand response service which operates on a deviated fixed route basis that allows travel for all persons including those with disabilities and limited mobility.

- CommuterLink Route 10 provides 2-hour headways during peak hours from the Sunline Indio Facility to the San Bernardino Transit Center where it connects with Omnitrans' Routes 1, 2, 3, 4, 6, 8, 10, 14, 15, 215, 290, 300, 305, sbX Green Line and OmniAccess. The route also connects to Cal State University San Bernardino where it connects to Omnitrans' Routes 2, 6, 312 and sbX Green Line. The route operates weekdays only.

Metrolink

Metrolink commuter rail service is operated by the Southern California Regional Rail Authority, which is comprised of 5 counties including San Bernardino. Metrolink's San Bernardino Line, Inland Empire-

Orange County Line, and Riverside Line have ten stations within the Omnitrans service area, with most transfer activity occurring at the San Bernardino, Fontana, Montclair, and Downtown Pomona stations. Riders transferring from Metrolink can use Metrolink fare media on Omnitrans' fixed routes only.

Omnitrans is reimbursed by Metrolink at a rate of half base fare for Metrolink riders transferring to/from Omnitrans that use a valid Metrolink pass. Additionally, the Riverside County Transportation Commission (RCTC) reimburses Omnitrans an additional half base fare for Metrolink transfers that occur on Route 215 that connects into the Downtown Riverside Metrolink Station.

Arrow Rail Service, or the Redlands Rail, is Metrolink's latest rail service. The rail line stops at five stations including the Redlands Depot, ESRI campus in Redlands, the University of Redlands, the Tippecanoe station in San Bernardino, and the San Bernardino Transit Center.

Omnitrans services connect to a total of 12 stations with Metrolink services shown in Exhibit 41.

Exhibit 41: Omnitrans Cooperative Service Agreement with Metrolink, FY2023

Metrolink Line	Station	Route Name/Lines
San Bernardino	Fontana	10, 14, 15, 19, 61, 66, 67, 82, 312
San Bernardino	Montclair	66, 84, 85, 88, 290, OmniRide Upland
Riverside	Ontario East	81
Riverside	Pomona (Downtown)	61
San Bernardino	Rancho Cucamonga	82, 380
Arrow	Redlands Depot	8, 15, 19
San Bernardino	Rialto	15, 22
Riverside Inland Empire-Orange County 91/Perris Valley	Riverside	215
San Bernardino Inland Empire-Orange County Arrow	San Bernardino Transit Center (Downtown)	1, 2, 3, 4, 6, 8, 10, 15, 215, 290, 300, 305, sbX Green Line
San Bernardino Inland Empire-Orange County	San Bernardino Depot	1
Arrow	Tippecanoe Avenue (San Bernardino)	8
San Bernardino	Upland	83, 85, OmniRide Upland

FlixBus

FlixBus is an intercity, long-haul carrier that services the San Bernardino Transit Center. The service connects with 13 Omnitrans' routes, OmniAccess, and regional partners such as RTA, VVTA, Mountain Transit, Beaumont, and Sunline. FlixBus connects passengers to destinations such as Downtown Los Angeles, to the Anaheim Regional Transportation Intermodal Center, and Las Vegas.

Greyhound

Greyhound is the largest provider of intercity bus transportation, serving more than 3,800 destinations nationwide. Greyhound's San Bernardino station is located at 596 North G Street. It is serviced by Omnitrans' Route 10 and 14 and is located less than a mile from the San Bernardino Transit Center. During this SRTP, Greyhound plans to relocate to the Santa Fe Depot located at 1170 W 3rd St in San Bernardino.

Greyhound provides service to the Montclair Transit Center where Foothill Transit and Omnitrans services exist. At this transit center Greyhound connects with Omnitrans' Routes 66, 84, 85, 88, 290, and OmniRide Upland.

Amtrak

Amtrak is the national rail operator for intercity passenger service, serving over 500 destinations in 46 states. Amtrak's Southwest Chief Line stops at the Santa Fe Depot in San Bernardino, which is served by Omnitrans' Route 1. In addition, Amtrak's Sunset Limited and Texas Eagle lines stops at 198 East Emporia Street in Ontario, which is less than a quarter of a mile walk from Omnitrans' Routes 61, 83 and 87.

Amtrak's Thruway buses provide feeder service from the Ontario and San Bernardino Amtrak stations to Amtrak's other California routes, as well as provide bus service to tourist destinations such as Las Vegas, Palm Springs/Cabazon, and beach cities.

Federal and State Agencies

Omnitrans also interacts with various federal, state, and local agencies.

Federal Transit Administration

The Federal Transit Administration (FTA) is the primary federal entity for public transportation, under the United States Department of Transportation (USDOT). The FTA provides financial and technical assistance to local public transit systems. The FTA has review authority over the federal environmental documentations, grants, and federally funded projects produced by Omnitrans. As a direct recipient, Omnitrans receives a large portion of programmed funding from the FTA, including pass-through funds awarded to sub-recipients. More information can be found at www.fta.dot.gov.

California Transportation Commission

The California Transportation Commission (CTC) is the primary decision-making body within California for state funding programmed and allocated to Omnitrans for capital projects. The CTC was established in 1978 by Assembly Bill 402 and is the Commission responsible for adopting the State Transit Improvement Program (STIP), which details all agency expenditures over the next five years on a biannual basis. Every change that is made to Omnitrans' capital and operating programs must ultimately be approved by the CTC before it can be included in a grant that goes to the FTA. More information can be obtained about the CTC on the state's web site, www.catc.ca.gov.

Caltrans

The California Department of Transportation (Caltrans) plays a role in implementing the programming and monitoring of some grant funds for transit projects in California. As such, Omnitrans submits reports to Caltrans for state-funded projects. Omnitrans is located within Caltrans District 8. Additional information can be found on Caltrans website www.dot.ca.gov.

Southern California Association of Governments (SCAG)

The Southern California Association of Governments (SCAG) is the designated Metropolitan Planning Organization overseeing the cities and counties of Imperial, Los Angeles, Orange, Riverside, Ventura, and San Bernardino. SCAG conducts research and plans transportation, growth management, hazardous waste management, and air quality for the six-county region. SCAG is responsible for adopting the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Transportation projects outlined in the RTP/SCS's long-term vision for multimodal transportation are later programmed in the Federal Transportation Improvement Program (FTIP), the capital listing of all transportation projects proposed over a six-year period. Capital and operating projects must be approved and listed within the FTIP before they can be included in a grant application to the FTA. Additional information about SCAG and the current RTP/SCS can be found at www.scag.ca.gov.

County Agencies

The County of San Bernardino is a member of the Joint Powers Authority of Omnitrans and has representation on Omnitrans' Board of Directors. Omnitrans works with the County as it does with its member cities, as the County is responsible for planning and engineering for its unincorporated areas. In addition, Omnitrans works in close partnership with San Bernardino County Transportation Authority (SBCTA).

San Bernardino County Transportation Authority

The San Bernardino County Transportation Authority (SBCTA) is the transportation planning agency for San Bernardino County. SBCTA is responsible for cooperative regional planning and serves as the County Transportation Commission, which programs funds for bus transportation. As the County Transportation Commission, SBCTA has the responsibility under State law of proposing county projects, using the current RTP's policies, programs, and projects as a guide, from among submittals by cities and local agencies. The locally prioritized lists of projects are forwarded to SCAG for review. From this list, SCAG develops the FTIP based on consistency with the current RTP, inter-county connectivity, financial constraint, and conformity satisfaction. The San Bernardino Council of Governments (SBCOG) fulfills a regional planning function and operates under the same office and same Board of Directors as SBCTA. Further information about SBCTA and SBCOG can be found at www.gosbcta.com.

City Partnerships

Omnitrans works closely with its JPA member cities and neighboring cities to coordinate planning efforts and projects. Omnitrans staff often reviews cities' transportation project plans and development proposals for coordination with the transit system (for example, bus stop placement and

amenities). Cities also frequently include future transit plans in their General Plan updates or require property developers to build transit amenities.

Omnitrans works in partnership with the cities to develop infrastructure improvements, such as bus stop improvements and transit centers or transfer centers. Several cities in Omnitrans' service area are planning transit-oriented development along future bus rapid transit (BRT) routes, to help capture the benefit of BRT and to promote high ridership in the areas around the stations.

FINANCIAL PLAN

Omnitrans' projected financial position remains strong with a balanced operating and capital forecast through 2030. Over the period FY2023-2030, Omnitrans projected total revenue is \$1.2 billion and total costs are \$1.2 billion, with \$221 million for planned capital expenses and \$969 million for planned operating expenses. The annual details are shown in Exhibit 42. While there are a few capital years with a deficit, these can be funded with prior year capital surplus bringing a slight surplus through the entire period.

Exhibit 42: Forecasted Operating and Capital Total Cost, Revenue and Surplus/(Deficit)
by Year 2023-2030

Constrained Plan Operating Summary									
	2023	2024	2025	2026	2027	2028	2029	2030	Total
Operating Revenue	\$ 90,503,888	\$ 102,992,546	\$ 111,827,211	\$ 122,070,370	\$ 127,823,137	\$ 133,341,956	\$ 137,861,747	\$ 143,139,963	\$969,560,817
Operating Cost	\$ 90,503,888	\$ 102,992,546	\$ 111,827,211	\$ 122,070,370	\$ 127,823,137	\$ 133,341,956	\$ 137,861,747	\$ 143,139,963	\$969,560,817
Annual Surplus/(Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Constrained Plan Capital Summary									
	2023	2024	2025	2026	2027	2028	2029	2030	Total
Capital Revenue	\$ 7,245,799	\$ 68,825,064	\$ 63,745,139	\$ 44,617,740	\$ 54,113,131	\$ 55,132,205	\$ 56,910,529	\$ 30,834,734	\$381,424,341
Capital Used for Operating	\$ 4,545,799	\$ 14,329,488	\$ 17,344,225	\$ 18,919,302	\$ 20,579,567	\$ 21,472,352	\$ 22,353,519	\$ 22,971,486	\$142,515,738
Available for Capital	\$ 2,700,000	\$ 54,495,576	\$ 46,400,913	\$ 25,698,438	\$ 33,533,564	\$ 33,659,853	\$ 34,557,010	\$ 7,863,248	\$238,908,603
Capital Cost	\$ 2,700,000	\$ 31,941,500	\$ 59,605,460	\$ 21,103,369	\$ 36,950,578	\$ 30,758,353	\$ 32,390,509	\$ 6,169,133	\$221,618,902
Annual Surplus/(Deficit)*	\$ -	\$ 22,554,076	\$ (13,204,547)	\$ 4,595,069	\$ (3,417,014)	\$ 2,901,500	\$ 2,166,501	\$ 1,694,115	\$ 17,289,701
Running Balance*	\$ -	\$ 22,554,076	\$ 9,349,529	\$ 13,944,598	\$ 10,527,584	\$ 13,429,085	\$ 15,595,586	\$ 17,289,701	
*potential use match for federal/state/regional grants									

The balanced operating forecast include service resumption to planned pre-pandemic levels as defined in the ConnectForward service plan. This is now considered the baseline service level, which Omnitrans projects to reach in FY2025. The only service addition planned in the baseline service level is the West Valley Connector, which is programed in this SRTP to begin revenue service as the sbX Purple Line in May 2025. Overall, the current project timeline shows service starting between May and November 2025.

The operating plan includes two \$0.25 fare increases in FY2026 and FY2029. More details can be found in the Fare Policy chapter of this SRTP.

With the baseline operating plan balanced, Omnitrans will work with San Bernardino County Transportation Authority (SBCTA) and other funding partners to fund expanded service beyond the baseline as described in the unconstrained plan of this SRTP.

The balanced capital plan includes the required transition to zero emission buses through 2030 and corresponding infrastructure investment. It also includes maintaining a state of good repair on all assets and planned improvements to technology and amenities. This capital plan is based on typical formula funding. There are significant competitive capital grant funding sources that Omnitrans will seek to either expand capital improvements beyond the baseline or expedite planned projects.

Funding Sources

The funding assumptions are based on the funding sources currently available to Omnitrans. This includes existing revenue sources at the federal, state, and local levels. The level of funding estimated to be available over the next seven years (FY2023 – FY2030) is based on the fund estimates provided by SBCTA and Omnitrans' projections.

Fare Revenue

Fare revenue in the financial plan is built on proposed changes described in the Fare Policy chapter of this SRTP. This includes two \$0.25 base fare increases in FY2026 and FY2029. These are equivalent to a 12.5% and 11.1% increase, respectively.

The biggest unknown related to projecting fare revenue is ridership recovery coming out of the pandemic. While the forecast assumes ridership growth, as seen in Exhibit 43, overall systemwide ridership is not projected to reach pre-pandemic levels through this forecast period. Ridership reaches close to pre-pandemic levels in 2030. The faster ridership growth in FY2024-2026 is attributed to three factors: service resumption, West Valley Connector and some general return of ridership. Fare revenue projections match ridership projections with the two proposed fare increases.

Exhibit 43: Projected Ridership and Fare Revenue FY 2018 to FY2030



Local Transportation Funds

In 1972, SB 325 created a fund for local transportation purposes. These funds are derived from a ¼-cent sales tax. These Local Transportation Funds (LTF) are intended to be “transit first” funding, meaning that funds are expected to be spent on transit projects to the extent that such projects are meeting all “transit needs that are reasonable to meet.”

Omnitrans' standard practice is LTF funds are assumed to be used for operations first, then as local match to federally funded capital projects when State Transit Assistance (STA) funds cannot be used.

SBCTA is responsible for allocating LTF in the San Bernardino Valley. Current SBCTA practice is to allocate LTF as part of a broader set of discretionary funds.

State Transit Assistance Funds

State Transit Assistance funds (STA) are derived from the statewide sales tax on gasoline and diesel fuel through the Public Transportation Account (PTA) as part of the State Transportation Improvement Program (STIP). Proposition 42, passed by the voters in 2002, requires that state sales and use taxes on the sale of motor vehicle fuel be used for public transportation, city and county street and road repairs and improvements, and state highway improvements. Proposition 42 revenue partially funds the Public Transportation Account, with some of those funds available for STIP projects and some for STA.

STA funds are allocated to SBCTA and to each public transit operator. Funds apportioned to SBCTA are made available to transit operators based on their service area population. Current SBCTA practice is to allocate STA as part of a broader set of discretionary funds. STA funds are stabilizing as the state is reducing the use of diesel fuel. Omnitrans anticipates that these reductions in STA funds will be replaced with the use of State of Good Repair funding. Omnitrans uses STA funds for both operating cost and capital projects.

State of Good Repair

On April 28, 2017 Governor Brown signed Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), known as the Road Repair and Accountability Act of 2017. Senate Bill 1 will provide over \$50 billion in new transportation funding over the next decade to repair highways, bridges, and local roads, to make strategic investments in congested commute and freight corridors, and to improve transit service. SB 1 provides approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. SB 1 Funds comes to the region through an annual formula allocation. SBCTA allocates 100% of the SB 1 funds to Omnitrans.

Low Carbon Transit Operations Program

The Low Carbon Transit Operations Program (LCTOP) is a program funded by auction proceeds from the California Air Resources Board Cap-and-Trade Program. LCTOP provides public transportation operating and capital assistance to transit agencies to reduce greenhouse gas emissions and improve mobility through new and enhanced services. LCTOP funding comes to the region through an annual formula allocation. A portion of LCTOP comes directly to Omnitrans and a portion of LCTOP goes through SBCTA. Current SBCTA practice is to allocate LCTOP as part of a broader set of discretionary funds.

FTA Formula Funds

The Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021. The law authorizes \$1.2 trillion for transportation and infrastructure spending. This significant increase in federal funding allocates additional funding to Omnitrans. Omnitrans expects to see a 30% increase in FTA starting in FY2024.

The FTA Section 5307 Large Urban Cities is a formula program with funds apportioned to urbanized areas with populations over 50,000. Funds can only be used for capital projects, including the purchase of vehicles and facility maintenance. While Section 5307 funds are targeted for capital purposes,

operating expenses associated with vehicle maintenance may be “capitalized” and paid for with Section 5307 funds.

Omnitrans receives Section 5307 funds from two urbanized areas (UZAs): 1) Los Angeles/Long Beach UZA; and 2) Riverside/San Bernardino UZA. The Southern California Association of Governments (SCAG) is the designated recipient. Using federal transit data, SCAG determines the amount of Section 5307 funds apportioned to the areas based on a variety of variables. In the Riverside/San Bernardino UZA, funds are apportioned by SBCTA based on a variety of variables.

The FTA Section 5310 funds are used to improve mobility for seniors and individuals with disabilities. Omnitrans typically uses these funds to support the purchase of OmniAccess vehicles. Omnitrans receives Section 5310 funds from two UZAs. 100 % of FTA Section 5310 funds from the Los Angeles/Long Beach UZA is directly provided to Omnitrans while the FTA 5310 Funds for the Riverside/San Bernardino UZA are allocated through a competitive process administered by Caltrans.

The FTA Section 5337 funds support maintaining a state of good on major transit capital projects. FTA 5337 funds are specifically associated with dedicated guideway programs, such as Omnitrans’ sbX Green Line. These funds can be used to support sbX Green Line stations or purchase of vehicles. Omnitrans will begin receiving section 5337 funds for the first time in FY2024 as there is a minimum of a seven-year lag between when a new dedicated guideway begins and the eligibility to receive state of good repair funds to support it. Ultimately, the fixed guideway on the West Valley Connector project (sbX Purple Line) will generate additional 5337 funds for Omnitrans but these funds will not yet be available during this planning horizon.

The FTA Section 5339 funds are federal capital funding to replace, rehabilitate and purchased buses and related equipment and to construct bus-related facilities. The 5339 funds shown in this revenue forecast is for formula funding only. The 5339 program has several competitive programs as well, which Omnitrans will also seek to enhance funding for zero-emission buses and related infrastructure.

Measure I Local Sales Tax for Transit

The ½-cent sales tax available for transportation projects in San Bernardino County is administered by SBCTA. As part of the Measure I sales tax, 8% of the Valley subarea’s total share is apportioned to the Senior and Disabled (S&D) fund. From the S&D fund, a minimum of 25% is to support the operation of the Consolidated Transportation Services Agency (CTSA), which is Omnitrans’ Mobility Services department. The remaining 75% of Measure I – S&D funds are to be used to reduce fares and enhance transit service for elderly individuals and individuals with disabilities.

Projected Measure I estimates are based on the allocation projections from SBCTA.

Additionally, 5% of Measure I revenue is dedicated to Express Bus/BRT. This was increased by the ordinance from 2% in 2020. To date, this Express Bus/BRT funding has been used to support capital delivery of the sbX Green Line and the West Valley Connector. When the West Valley Connector begins service as the sbX Purple Line some portion of this funding will be used to operate the Purple Line.

In-Kind Transfers

In-kind transfers are donations of land or other assets used to complete an infrastructure project. In-kind transfers can be of various forms, including transfers from private developers and/or from other government agencies. There are no in-kind transfers assumed during the planning horizon of this SRTP.

Advertising and Auxiliary Revenue

Omnitrans generates revenues from investment income and advertising allowed on its vehicles. On an annual basis, these two sources generated about \$0.7 million in FY2023 that was used for operations.

Low Carbon Fuel Standard Credits

Omnitrans operates clean air vehicles both using Compressed Natural Gas (CNG) and battery-electric buses. The uses of the propulsion systems is incentivized by the California Air Resources Board (CARB) through the generation of Low Carbon Fuel Standard (LCFS) Credits. The LCFS credit program aims to reduce emissions in the transportation sector by limiting the carbon intensity (CI) of fuels used. Fuels like petroleum are high CI fuels, whereas compressed natural gas, biogas, hydrogen, and electricity used for electric vehicles (Evs) are low CI fuels. Omnitrans generated approximately \$1.6 million in LCFS credits in FY2023 and these are projected to grow 1% per year.

Exhibit 44 summarizes these operating funding sources by year for FY2023 through FY2030. Exhibit 45 summarizes these capital funding sources by year for FY2023 through FY2030.

Exhibit 44: Omnitrans' Operating Revenues Forecast

	2023	2024	2025	2026	2027	2028	2029	2030	TOTAL
Generated Revenue									
Fares (Baseline)	\$ 8,088,000	\$ 9,765,918	\$ 10,780,287	\$ 12,668,037	\$ 13,434,942	\$ 14,007,336	\$ 15,033,201	\$ 15,333,074	\$ 99,110,795
Advertising Income	\$ 600,000	\$ 755,000	\$ 762,550	\$ 770,176	\$ 777,877	\$ 785,656	\$ 793,513	\$ 801,448	\$ 6,046,219
Other LCFS	\$ 1,600,000	\$ 1,700,000	\$ 1,717,000	\$ 1,734,170	\$ 1,751,512	\$ 1,769,027	\$ 1,786,717	\$ 1,804,584	\$ 13,863,010
Total Generated Revenue	\$ 10,288,000	\$ 12,220,918	\$ 13,259,837	\$ 15,172,383	\$ 15,964,331	\$ 16,562,019	\$ 17,613,431	\$ 17,939,106	\$ 119,020,024
SBCTA Discretionary TBD ¹	\$ 47,920,372	\$ 47,928,596	\$ 49,141,357	\$ 59,145,125	\$ 61,579,023	\$ 64,752,125	\$ 66,502,678	\$ 69,913,523	\$ 466,882,798
LCTOP-Pop (1st/Last Mile)	\$ -	\$ 1,066,277	\$ 1,119,590	\$ 1,164,374	\$ 1,210,949	\$ 1,254,543	\$ 1,299,707	\$ 1,346,496	\$ 8,461,936
LCTOP-Pop Free Student fares	\$ 406,729	\$ 985,000	\$ 378,828	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 3,520,557
LCTOP-Pop - Other operating	\$ -	\$ 1,814,206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,814,206
LCTOP-Total	\$ 406,729	\$ 3,865,483	\$ 1,498,418	\$ 1,514,374	\$ 1,560,949	\$ 1,604,543	\$ 1,649,707	\$ 1,696,496	\$ 13,796,699
Measure I Funds									
MSI S&D	\$ 8,250,287	\$ 12,562,372	\$ 12,845,714	\$ 13,220,797	\$ 13,606,773	\$ 14,003,958	\$ 14,412,676	\$ 14,833,258	\$ 103,735,835
MSI CTSA	\$ 3,230,290	\$ 3,984,456	\$ 4,207,538	\$ 4,375,840	\$ 4,550,874	\$ 4,714,705	\$ 4,856,736	\$ 5,031,578	\$ 34,952,017
MSI BRT/Express Bus	\$ -	\$ -	\$ 1,092,833	\$ 6,557,000	\$ 6,808,268	\$ 7,050,941	\$ 7,283,571	\$ 7,556,805	\$ 36,349,419
MSI-Total	\$ 11,480,577	\$ 16,546,828	\$ 18,146,086	\$ 24,153,637	\$ 24,965,915	\$ 25,769,605	\$ 26,552,983	\$ 27,421,641	\$ 175,037,271
Operator Shares									
STA-OP	\$ -	\$ 2,813,660	\$ 2,500,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 16,313,660
SGR-OP	\$ -	\$ 375,000	\$ 382,500	\$ 390,150	\$ 397,953	\$ 405,912	\$ 414,030	\$ 422,311	\$ 2,787,856
LCTOP-OP	\$ 578,411	\$ 575,400	\$ 575,400	\$ 575,400	\$ 575,400	\$ 575,400	\$ 575,400	\$ 575,400	\$ 4,606,211
Other	\$ 284,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 284,000
Total State Operator Shares	\$ 862,411	\$ 3,764,060	\$ 3,457,900	\$ 3,165,550	\$ 3,173,353	\$ 3,181,312	\$ 3,189,430	\$ 3,197,711	\$ 23,991,727
Capital Used for Operating	\$ 4,545,799	\$ 14,329,488	\$ 17,344,225	\$ 18,919,302	\$ 20,579,567	\$ 21,472,352	\$ 22,353,519	\$ 22,971,486	\$ 142,515,738
Existing Operating Funding									
LTF Carryover	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000,000
ARPA Competitive	\$ -	\$ 4,337,173	\$ 8,979,387	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,316,560
Total Existing Operating Funding	\$ 15,000,000	\$ 4,337,173	\$ 8,979,387	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,316,560
Total Operating Funds	\$ 90,503,888	\$ 102,992,546	\$ 111,827,211	\$ 122,070,370	\$ 127,823,137	\$ 133,341,956	\$ 137,861,747	\$ 143,139,963	\$ 969,560,817

¹ From discretionary sources determined by SBCTA including but not limited to: LTF, Population Shares of STA/SGR/LCTOP, Measure I, and other state/federal transit funds. Sources to be determined annually based on Omnitrans' budget needs in coordination with SBCTA.

Exhibit 45: Omnitrans' Capital Revenues Forecast

	2023	2024	2025	2026	2027	2028	2029	2030	TOTAL
CMAQ		\$ 19,976,014	\$ 26,486,646	\$ 17,117,915	\$ 26,369,560	\$ 27,142,452	\$ 28,672,131	\$ 2,345,204	\$ 148,109,922
FTA 5307	\$ 17,245,799	\$ 23,894,287	\$ 24,133,230	\$ 24,374,562	\$ 24,618,308	\$ 24,864,491	\$ 25,113,136	\$ 25,364,267	\$ 189,608,079
FTA 5310	\$ -	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 2,975,000
FTA 5339	\$ -	\$ 1,987,081	\$ 1,987,081	\$ 1,987,081	\$ 1,987,081	\$ 1,987,081	\$ 1,987,081	\$ 1,987,081	\$ 13,909,567
FTA 5337	\$ -	\$ 713,182	\$ 713,182	\$ 713,182	\$ 713,182	\$ 713,182	\$ 713,182	\$ 713,182	\$ 4,992,274
Measure I S&D	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000
Existing Capital Funds	\$ (10,000,000)	\$ 21,829,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,829,500
Total	\$ 7,245,799	\$ 68,825,064	\$ 63,745,139	\$ 44,617,740	\$ 54,113,131	\$ 55,132,205	\$ 56,910,529	\$ 30,834,734	\$ 381,424,341
Potential Competitive Sources									
Low/No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bus & Bus Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RAISE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIRCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CARB-CMO, STEP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Calstart EnergyIZE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSRC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carl Moyer / AB617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HVIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Article 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Potential Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 7,245,799	\$ 68,825,064	\$ 63,745,139	\$ 44,617,740	\$ 54,113,131	\$ 55,132,205	\$ 56,910,529	\$ 30,834,734	\$ 381,424,341
Capital Used for Operating	\$ 4,545,799	\$ 14,329,488	\$ 17,344,225	\$ 18,919,302	\$ 20,579,567	\$ 21,472,352	\$ 22,353,519	\$ 22,971,486	\$ 142,515,738
Total Remaining	\$ 2,700,000	\$ 54,495,576	\$ 46,400,913	\$ 25,698,438	\$ 33,533,564	\$ 33,659,853	\$ 34,557,010	\$ 7,863,248	\$ 238,908,603

Operating Expenses

The primary driver of Omnitrans operating expenses is the service levels operated. The detailed hours and miles of service planned can be found at the end of the Constrained Plan chapter summarized in Exhibit 130. With service resumption driving revenue hour growth in FY2024 and FY2025, the introduction of the sbX Purple Line increasing revenue hours in FY2025 and FY2026 and gradual recovery of OmniAccess service in the out years, Omnitrans total revenue hours across all services are expected to increase from 635,000 revenue hours in FY2023 to 820,000 revenue hours in FY2030, an increase of 29%.

Additionally, U.S. inflation is at the highest level in over 40 years. Current US inflation is 7.1% as of November 2022. As a result, Omnitrans is assuming a higher cost escalation rate than in prior operating expense forecasts. For FY2024 and FY2025 the escalation rate of 5% is used, for FY2026 and FY2027 the escalation rate of 4% is used and 3.6% escalation is used in subsequent years.

Combining service resumption, the introduction of the sbX Purple Line and these cost escalation rates, Omnitrans annual operating cost is estimated to increase from \$90.5 million in FY2023 to \$143.1 million in FY2030. This is a total increase of 58% and an annualized increase of 7%. As can be seen in Exhibit 46, the primary increases are in FY2024-FY2026 tied to service resumption and the Purple Line, where the annual increases are 13.8%, 8.6% and 9.2%, respectively. Each year after that sees annual increase at or below 4.7% per year.

Exhibit 46: Omnitrans' Operating Expense Forecast

Constrained Plan Operating Costs									
	2023	2024	2025	2026	2027	2028	2029	2030	Total
MBDO	\$ 65,047,980	\$ 74,466,478	\$ 78,628,744	\$ 80,746,768	\$ 84,095,329	\$ 87,491,650	\$ 90,131,791	\$ 93,376,535	\$ 653,985,275
MBPT	\$ 3,247,141	\$ 3,409,498	\$ 3,579,973	\$ 3,723,172	\$ 3,872,099	\$ 4,011,495	\$ 4,155,909	\$ 4,305,521	\$ 30,304,809
BRT	\$ 4,130,256	\$ 6,044,423	\$ 7,755,227	\$ 13,761,143	\$ 14,432,798	\$ 14,952,379	\$ 15,360,571	\$ 15,913,551	\$ 92,350,347
First/last mile Connects	\$ 926,390	\$ 1,066,277	\$ 1,119,590	\$ 1,164,374	\$ 1,210,949	\$ 1,254,543	\$ 1,299,707	\$ 1,346,496	\$ 9,388,325
OmnniRide	\$ 1,775,974	\$ 1,795,913	\$ 1,958,011	\$ 2,036,332	\$ 2,117,785	\$ 2,194,025	\$ 2,189,075	\$ 2,267,882	\$ 16,334,998
OmnniAccess	\$ 12,145,858	\$ 12,818,153	\$ 15,224,269	\$ 16,934,731	\$ 18,242,172	\$ 19,447,187	\$ 20,590,354	\$ 21,646,799	\$ 137,049,523
CTSA	\$ 3,230,290	\$ 3,391,805	\$ 3,561,395	\$ 3,703,851	\$ 3,852,005	\$ 3,990,677	\$ 4,134,341	\$ 4,283,177	\$ 30,147,539
Baseline Total	\$ 90,503,888	\$ 102,992,546	\$ 111,827,211	\$ 122,070,370	\$ 127,823,137	\$ 133,341,956	\$ 137,861,747	\$ 143,139,963	\$ 969,560,817

In addition to capturing operating expenses by service type as shown above, Omnitrans expenses are accounted for as an enterprise fund (proprietary fund type) using the economic resources measurement focus, and the accrual basis of accounting. A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity. The activities of enterprise funds closely resemble those of ongoing businesses in which the purpose is to conserve and add to basic resources while meeting operating expenses from current revenues. Enterprise funds account for operations that provide services on a continuous basis and are substantially financed by revenues derived from user charges. Revenues are recognized when earned and expenses are recognized as they are incurred.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal operations. The principal operating revenues of Omnitrans consist of bus transit services. Non-operating revenues consist of federal, state and local operating grants, investment income, and special charges that can be used for either operating or capital purposes. Operating expenses for enterprise funds include the cost of sales, administrative expenses and depreciation on capital assets.

Omnitrans' operating expenses are the expenses associated with the operation of the transit agency and goods and services purchased for system operation. It is the sum of either the functions or the object classes listed below. Operating Expense Function is an activity performed or cost center of a transit agency. The four basic functions are:

- **Vehicle Operation** includes all activities associated with the subcategories of the vehicle operations function: transportation administration and support; revenue vehicle operation; ticketing and fare collection; and system security.
- **Vehicle Maintenance** includes all activities associated with revenue and non-revenue (service) vehicle maintenance, including administration, inspection and maintenance, and servicing (cleaning, fueling, etc.) vehicles.
- **Non-Vehicle Maintenance** includes all activities associated with facility maintenance, including: maintenance of vehicle movement control systems; fare collection and counting equipment; structures, passenger stations, operating station buildings, grounds and equipment; communication systems; general administration buildings, grounds and equipment; and electric power facilities.

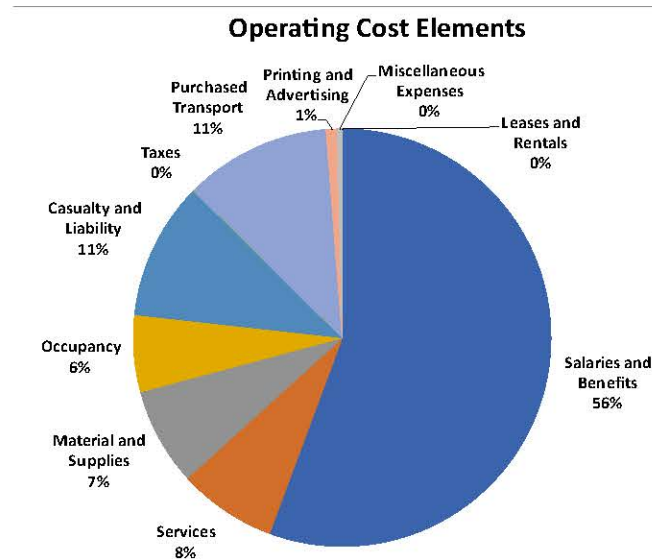
- **General Administration** includes all activities associated with the general administration of the transit agency, including transit service development, injuries and damages, safety, personnel administration, legal services, insurance, data processing, finance and accounting, purchasing and stores, engineering, real estate management, office management and services, customer services, promotion, market research and planning.

Operating Expense Object Class is a grouping of expenses on the basis of goods and services purchased. Eight Object Classes are reported on as follows:

- **Salaries and Wages** are the pay and allowances due employees in exchange for the labor services they render on behalf of the transit agency. The allowances include payments direct to the employee arising from the performance of a piece of work.
- **Fringe Benefits** are the payments or accruals to others (insurance companies, governments, etc.) on behalf of an employee and payments and accruals direct to an employee arising from something other than a piece of work.
- **Services** include the labor and other work provided by outside organizations for fees and related expenses. Services include management service fees, advertising fees, professional and technical services, temporary help, contract maintenance services, custodial services, and security services.
- **Materials and Supplies** are the tangible products obtained from outside suppliers or manufactured internally. These materials and supplies include spare parts, tires, fuel, and lubricants. Freight, purchase discounts, cash discounts, sales and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.
- **Occupancy/Utilities** include the payments made to various utilities for utilization of their resources (e.g., electric, gas, water, telephone, etc.). Utilities include propulsion power purchased from an outside utility company and used for propelling electrically driven vehicles, and other utilities such as electrical power for purposes other than for electrically driven vehicles, water and sewer, gas, garbage collection, and telephone.
- **Casualty and Liability Costs** are the cost elements covering protection of the transit agency from loss through insurance programs, compensation of others for their losses due to acts for which the transit agency is liable, and recognition of the cost of a miscellaneous category of corporate losses.
- **Purchased Transportation** is transportation service provided to a public transit agency or governmental unit from a public or private transportation provider based on a written contract. Purchased transportation does not include franchising, licensing operation, management services, cooperative agreements, or private conventional bus service.
- **Other Operating Expenses** is the sum of taxes, membership dues, travel, and other miscellaneous expenses.

For FY2023, these Operating Expense Object Class breakdowns are shown in Exhibit 47. Omnitrans largest expense category is Salaries and Benefits accounting for 56% of total expenses, followed by Purchased Transport and Casualty and Liability which are 11% each. Every other expense category is under 10% of total expenses. The Casualty and Liability expense object class is the most volatile category which is why Omnitrans has placed a high priority on risk mitigation and management.

Exhibit 47: Omnitrans' Operating Expenses by Operating Expense Object Class for FY2023



Finance Plan – Capital

Omnitrans Capital Plan

The Omnitrans Board of Directors adopted the Agency's first standalone Capital Plan, the Omnitrans FY2022-FY2023 Capital Plan, in September 2022. The Capital Plan is available online at https://omnitrans.org/wp-content/uploads/2021/12/Omnitrans_Capital_Plan_FY22-23.pdf. The Plan outlines and describes short-term, mid-term, and long-term capital projects that Omnitrans plans to implement through 2045, in furtherance of the agency's goals set forward in its Strategic Plan and Short-Range Transit Plan.

The purpose of Omnitrans' Capital Plan is to attract and retain customers while supporting employees and maintaining safety, security, environmental sustainability, and fiscal sustainability as an agency. The Capital Plan prioritizes capital projects in accordance with how well they align with the following goals:

- Regulatory compliance** Everything Omnitrans does must comply with a slate of Federal, State, and local regulations, including from funding agencies such as Federal Transit Administration (FTA), California Transportation Commission (CTC), California Air Resources Board (CARB), Southern California Air Quality Management District (SCAQMD), and more. Major regulations affecting Omnitrans' Capital Plan include the following:

- **Innovative Clean Transit Rule** CARB's Innovative Clean Transit Rule requires the conversion of Omnitrans' entire fleet of 40-foot buses to zero-emission by 2040, with phased-in purchases of zero-emission vehicles starting to be required in 2023. (More detail about the ICT and Omnitrans' plan for complying with it can be found in the Capital Plan). The costs of purchasing zero-emission buses and constructing charging/fueling infrastructure go far beyond Omnitrans' standard formula funding, so Omnitrans is seeking all possible grant funding sources to help fund this effort.
- **State of Good Repair** Omnitrans also incurs substantial capital costs for replacing, repairing, and upgrading infrastructure, equipment, and facilities to comply with FTA's guidance for asset management and maintaining capital assets, such as fleet and facilities, in a state of good repair. Omnitrans tracks the age and condition of all its capital assets, including vehicles, facilities, and bus stop amenities, and follows FTA guidance for determining the useful life of each asset. Omnitrans then determines when each asset needs to be rehabilitated or replaced, in line with Omnitrans' Transit Asset Management Plan (2018).
- **Americans with Disabilities Act (ADA)** The ADA requires access improvements at bus stops, which also require substantial funding and close partnerships with member jurisdictions to implement.
- **Vehicle replacements** Omnitrans uses a substantial portion of its regular formula capital funds to repair or replace capital assets including vehicles, to maintain them in a state of good repair in accordance with FTA guidance. In line with Omnitrans' Transit Asset Management Plan, Omnitrans undertakes a mid-life engine rebuild for 40-foot vehicles to extend their useful life from the FTA-approved useful life of 12 years to 14 years, and typically replaces them at 14 years. Smaller cutaway vehicles can be replaced at five years in accordance with FTA guidance, however, Omnitrans typically replaces at 7 years. FTA circular 5010.1E allows for the replacement of transit buses at 12 years or 500,000 miles and cutaways at 5 years or 150,000 miles.
- **Customer-focused improvements** To attract new riders and retain existing customers, Omnitrans remains focused on improving speed, efficiency, connectivity, and ease of use of its services. The Omnitrans Capital Plan includes capital projects as well as implementation of new services. While typically intended for one-time implementation of projects, capital grant funds are sometimes also available for piloting a new service or service expansion for a limited time.
- **Safety and security** Safety is Omnitrans' highest priority. Omnitrans continuously listens to and acts upon feedback from customers and employees to improve safety and security on buses, at bus stops, and at work. Omnitrans' [Bus Stop Safety Improvement Plan](#), adopted by the Omnitrans Board of Directors in December 2021, includes proposed projects to improve safety at and around bus stops. Omnitrans will seek grant funding for these projects. The FTA also requires that 1% of FTA 5307 funds be used toward safety and security annually, which also provides funding for these projects.

- **Sustainability (fiscal and environmental)** Financial and environmental sustainability are core to Omnitrans' mission, vision, and strategic goals. Omnitrans signed on to the American Public Transportation Association (APTA) Sustainability Commitment in 2014. Omnitrans also signed on to the FTA's Sustainable Transit for a Healthy Planet Challenge in 2022; and as part of this Challenge, Omnitrans completed its Climate Action Plan in April 2022, which is available at <http://omnitrans.org/sustainability/>. The Climate Action Plan outlines the Agency's Greenhouse Gases (GHG) emission reduction goals and targets, the actions the agency will take to achieve the targets, and methods for tracking progress on goals and actions.
- **Strong return on investment/reduce operating costs** The Omnitrans Capital Plan prioritizes Omnitrans' fiscally unconstrained (unfunded) capital projects based on how many agency goals are met by each project. One of the goals is return on investment and reduction of operating costs; such projects make use of one-time capital grant funds to improve Omnitrans' operational efficiency and reduce future operational costs.
- **Innovation/technology** Omnitrans continually strives to make use of available technology to improve operating efficiency, improve the customer experience, support its employees, and protect the environment. Omnitrans has already implemented mobile fare payment, for example, and is currently implementing a federal grant-funded project to install contactless mobile fare payment readers on buses and improve mobile app integration for mobile fare payment. The Omnitrans Capital Plan includes additional innovative/technology projects, such as transit signal priority and automated vehicle technology to improve operations, safety, and the customer experience.
- **Workforce development** The Omnitrans Capital Plan includes projects to meet the demands of today's workforce, including improving employee safety, using technology to improve employees' ability to work efficiently, and promoting employees' career development.

The Omnitrans FY2022-FY2023 Capital Plan contains a listing of financially constrained projects that will be funded with the formula capital funds expected to be available, as well as an unconstrained listing of projects for which discretionary grant funds will be sought. Exhibit 49 includes an updated listing of Omnitrans' expected capital expenses for FY2023 through FY2030, including financially constrained and financially unconstrained projects from Omnitrans' Capital Plan.

The fiscally constrained capital plan includes projects in the areas of Revenue Vehicles, Non-Revenue Vehicles, Information Technology, Transit Enhancements/Safety Security and Facilities. Each of these are described in the subsections below.

Revenue Vehicles

Omnitrans capital plan includes funding for the purchase of revenue vehicles. Omnitrans revenue vehicles are principally four types: (1) Forty-foot Compressed Natural Gas (CNG) powered vehicles; (2) Forty-foot Battery Electric powered vehicles; (3) Sixty-foot CNG powered vehicles for operations of the sbX service; (4) Sixteen passenger medium-sized CNG powered vehicles to operate select fixed –route service and demand response service. The capital plan calls for the replacement of the forty-foot and sixty-foot CNG powered vehicles as identified Exhibit 48. The sixteen-passenger medium-sized vehicles will be replaced in accordance with the required FTA replacement cycle for these vehicles.

Exhibit 48: Revenue Fleet Replacement Plan

Bus Series	Bus Model	Type	In Service Year	Useful Life	Eligible to Replace	Fuel Type	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
150	NF-SF-813	40'	2003	14	2017	CNG	4	-	-	-	-	-	-	-	-	-
1200	NF-SR-1337	40'	2009	14	2025	CNG	27	22	22	22	22	-	-	-	-	-
1230	NF-SR-1563	40'	2011	12	2023	CNG	9	6	6	-	-	-	-	-	-	-
1240	NF-SR-1564	40'	2011	12	2023	CNG	8	7	7	-	-	-	-	-	-	-
1250	NF-SR-1677	40'	2012	14	2026	CNG	20	20	20	20	20	20	-	-	-	-
1280	NF-SR-1820	40'	2014	14	2028	CNG	16	16	16	16	16	16	16	-	-	-
1301	NF-SR-1965	40'	2015	14	2029	CNG	15	15	15	15	15	15	15	15	15	-
1321	NF-SR-2029	40'	2016	14	2030	CNG	13	13	13	13	13	13	13	13	13	13
1341	NF-SR-2214	40'	2018	14	2032	CNG	24	24	24	24	24	24	24	24	24	24
2341	NF-SR-2340	40'	2019	14	2033	CNG	23	23	23	23	23	23	23	23	23	23
2500	NF-SR-2508	40'	2020	12	2032	ELEC	-	4	4	4	4	4	4	4	4	4
6000	NF-SSR-1565	60'	2012	14	2026	CNG	14	14	14	14	14	-	-	-	-	-
6015	NF-SR-2252	60'	2018	14	2032	CNG	1	1	1	1	1	1	1	1	1	1
WVC	WVC Fleet	40'	2024	12	2036	ELEC	-	-	-	-	18	18	18	18	18	18
New	Hydrogen	40'	2024	12	2036	ZEB	-	-	-	-	4	4	4	4	4	4
New	Replacement of 1200 Series	40'	2025	12	2037	ZEB	-	-	-	-	-	6	6	6	6	6
New	Replacement of 1200 Series	40'	2025	14	2039	CNG	-	-	-	-	-	16	16	16	16	16
New	Replacement of 1250 Series	40'	2026	12	2038	ZEB	-	-	-	-	-	-	10	10	10	10
New	Replacement of 1250 Series	40'	2026	14	2040	CNG	-	-	-	-	-	-	10	10	10	10
New	Replacement of 1280 Series	40'	2028	12	2040	ZEB	-	-	-	-	-	-	-	8	8	8
New	Replacement of 1280 Series	40'	2028	12	2040	CNG	-	-	-	-	-	-	-	8	8	8
New	Replacement of 1301 Series	40'	2029	12	2041	ZEB	-	-	-	-	-	-	-	-	-	15
New	Replacement of 1321 Series	40'	2030	12	2042	ZEB	-	-	-	-	-	-	-	-	-	-
New	Replacement of 1341 Series	40'	2032	12	2044	ZEB	-	-	-	-	-	-	-	-	-	-
New	Replacement of 2341 Series	40'	2033	12	2045	ZEB	-	-	-	-	-	-	-	-	-	-
New	Replacement of 2501 Series	40'	2021	12	2033	ZEB	-	-	-	-	-	-	-	-	-	-
New	Replacement of WVC Fleet	40'	2036	12	2048	ZEB	-	-	-	-	-	-	-	-	-	-
New	Replacement of 6000 Series	60'	2026	12	2038	CNG	-	-	-	-	-	-	7	7	7	7
New	Replacement of 6000 Series	60'	2026	14	2040	ZEB	-	-	-	-	-	-	7	7	7	7
New	Replace or Delete 6015	60'	2032	12	2044	ZEB	-	-	-	-	-	-	-	-	-	-
Total Including Contingency							174	165	165	152	174	174	174	174	174	174

Note: Omnitrans is also exploring purchasing ZEB's instead of CNG vehicles to accelerate transition to zero-emission and seek competitive funding for this purpose.

Non-Revenue Vehicles

Omnitrans utilizes various non-revenue service vehicles including relief cars used by coach operators and administrative staff. Trucks and vans are also used for maintenance and support activities. The capital plan includes funding necessary for the replacement of these vehicles.

Information Technology

Expenditures are necessary to enhance, improve and maintain all management infrastructure in the agency. This includes information systems, communication systems, fare technology systems, security systems and other computer related items. The investment in information technology will be used to replace/supplement outdated equipment with the intent of improving operating efficiencies.

Transit Enhancements/Safety and Security

Transit enhancements represent the costs for customer improvements at bus stops and shelters to improve and enhance the customer experience. This may include lighting, signage benches and other related customer amenities. Safety and Security expenses can be for customer facing facilities or to secure Omnitrans operations and maintenance facilities.

Facilities

Facility expenditures are necessary to maintain and enhance Omnitrans infrastructure. These costs include facility upgrades, office and shop equipment acquisitions, and other capital items needed to ensure that Omnitrans facilities are kept in a state of good repair.

Exhibit 49: Omnitrans' Capital Expense Forecast

	2023	2024	2025	2026	2027	2028	2029	2030	Total
Revenue Vehicles									
40' CNG		\$ 13,230,000	\$ 8,599,500		\$ 7,412,356				\$ 29,241,856
60' CNG			\$ 4,127,760	\$ 5,723,827					\$ 9,851,587
40' ZEB		\$ 8,599,500	\$ 14,905,800		\$ 12,848,084	\$ 24,957,403	\$ 22,408,421		\$ 83,719,208
60' ZEB			\$ 6,879,600	\$ 5,366,088					\$ 12,245,688
Cutaways			\$ 1,950,000	\$ 2,028,000	\$ 2,109,120	\$ 2,185,048	\$ 2,263,710	\$ 2,345,204	\$ 12,881,082
Total	\$ -	\$ 21,829,500	\$ 36,462,660	\$ 13,117,915	\$ 22,369,560	\$ 27,142,452	\$ 24,672,131	\$ 2,345,204	\$ 147,939,422
Non-Revenue Vehicles									
	\$ -	\$ 1,352,000	\$ 321,000	\$ 600,000	\$ 100,000	\$ 103,000	\$ 106,090	\$ 109,273	\$ 2,691,363
Information Technology									
Core IT	\$ 1,000,000	\$ 1,030,000	\$ 1,060,900	\$ 1,092,727	\$ 1,125,509	\$ 1,092,727	\$ 1,125,509	\$ 1,159,274	\$ 8,686,646
Radio/ITS		\$ 6,000,000							\$ 6,000,000
Fare Technology					\$ 7,000,000				\$ 7,000,000
Total	\$ 1,000,000	\$ 7,030,000	\$ 1,060,900	\$ 1,092,727	\$ 8,125,509	\$ 1,092,727	\$ 1,125,509	\$ 1,159,274	\$ 21,686,646
Transit Enhancements	\$ 500,000	\$ 515,000	\$ 530,450	\$ 546,364	\$ 562,754	\$ 579,637	\$ 597,026	\$ 614,937	\$ 4,446,168
Safety & Security	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,600,000
Facilities									
General Facilities	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 1,030,000	\$ 1,060,900	\$ 1,092,727	\$ 1,125,509	\$ 6,809,136
State of Good Repair	\$ 500,000	\$ 515,000	\$ 530,450	\$ 546,364	\$ 562,754	\$ 579,637	\$ 597,026	\$ 614,937	\$ 4,446,168
ZEB Infrastructure			\$ 10,000,000	\$ 4,000,000	\$ 4,000,000		\$ 4,000,000		\$ 22,000,000
WV Paratransit Facility			\$ 10,000,000						\$ 10,000,000
Total	\$ 1,000,000	\$ 1,015,000	\$ 21,030,450	\$ 5,546,364	\$ 5,592,754	\$ 1,640,537	\$ 5,689,753	\$ 1,740,446	\$ 43,255,304
Baseline Capital Total	\$ 2,700,000	\$ 31,941,500	\$ 59,605,460	\$ 21,103,369	\$ 36,950,578	\$ 30,758,353	\$ 32,390,509	\$ 6,169,133	\$ 221,618,902

Omnitrans' expected capital revenues are shown in Exhibit 45. The Omnitrans FY2022-FY2023 Capital Plan provides more detail on expected capital revenues. Omnitrans receives a regular annual allocation of formula capital funds. For large capital projects that need funding beyond what can be funded with regular formula allocations, Omnitrans applies for competitive discretionary grant funding sources. Exhibit 50 below describes the typical capital formula funds Omnitrans receives annually.

Exhibit 50: Typical Annual Capital Formula Funding to Omnitrans

Funding Source	Funding Program	Funding Type	Types of Projects Funded
FTA	5307	Federal	Can be used for all capital projects or eligible operating expenses such as preventive maintenance. 1% of 5307 funds must be spent on security/safety projects.
FTA	5307 CMAQ	Federal	Highway funds transferred to FTA to use for bus purchases.
FTA	5310	Federal	ADA capital expenses (i.e., paratransit vehicles).
FTA	5337	Federal	Fixed route / guideway state of good repair.
FTA	5339	Federal	Buses and bus facilities.
State of California	LCTOP	State	Capital or operating that reduce GHG emissions.
State of California	SB 1	State	State of Good Repair capital or operating projects.

Exhibit 51 below shows the typical sources of capital discretionary funds for which Omnitrans applies for capital projects.

Exhibit 51: Typical competitive funding sources for capital projects

Funding Source	Funding Program Funding	Funding Type	Potential Eligible Projects	Typical Size of Grant Award
California Energy Commission (CEC)	Clean Transportation Program Light-Duty Vehicle and Multi-Use Hydrogen Refueling Infrastructure	State	Light-duty vehicle hydrogen refueling infrastructure and multi-use hydrogen refueling infrastructure.	Limit of \$1 million per station for Light-Duty Vehicle Hydrogen Refueling Infrastructure, or limit of \$3 million For Multi-Use Hydrogen Refueling Infrastructure
California State Transportation Agency (CalSTA)	Transit and Intercity Rail Capital Program (TIRCP)	State	Alternative fuel buses, charging/fueling infrastructure, microtransit service, maintenance facility upgrades or construction of new facilities, innovative fare payment systems, new operational models.	\$29 million average in 2020
California Transportation Commission (CTC)	Solutions for Congested Corridors Grant Program	State	Zero emission buses, transit hubs or stations, advanced technology, fare integration / fare Modernization, public transit facilities.	\$100 million average in 2020

Funding Source	Funding Program Funding	Funding Type	Potential Eligible Projects	Typical Size of Grant Award
CALSTART	Clean Mobility Options Voucher Program	State	Operation of microtransit/mobility on-demand services, zero-emission vehicles, charging infrastructure, planning, public engagement.	\$1 million limit
CALSTART	Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIZE)	State	Zero emission buses and charging/fueling infrastructure.	50-75% of equipment costs incurred with a per-project limit of between \$500k and \$2M, depending on funding lane
Caltrans	Transit and Intercity Rail Capital Program (TIRCP)	State	Zero emission buses or infrastructure, or capital improvements to transit corridors such as construction of bus rapid transit corridors.	\$34.6 million average in 2022
CARB	Sustainable Transportation Equity Project (STEP) Implementation grants	State	Transit station improvements, transit operations improvements, transit passes, microtransit, network/fare integration, wayfinding/signage, etc.	\$6 million average in 2020 for implementation grants
CARB	HVIP Clean Truck and Bus Incentives	State	Vouchers to help supplement cost differential for replacing CNG vehicles with zero-emission vehicles.	Typically \$180,000 per bus for 40-foot bus
Department of Transportation (DOT)	Charging and Fueling Infrastructure Grants	Federal	Publicly accessible electric vehicle charging or hydrogen fueling infrastructure.	
Department of Transportation (DOT)	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Federal	Alternative fuel buses, planning for new services, signal synchronization, workforce development center, alternative vehicle charging/fueling infrastructure, bus stop improvements, improved parking facilities.	\$17 million average in 2022
Federal Highway Administration (FHWA)	Advanced Transportation and Congestion Management Technologies Deployment Initiative	Federal	Advanced traveler information systems, advanced transportation management technologies, infrastructure maintenance/monitoring/condition assessment, advanced public transportation systems, data collection/analysis/dissemination systems, electronic payment systems, advanced mobility/technologies such as dynamic ridesharing and information systems to support human services for elderly and disabled individuals.	\$5 million average in 2020

Funding Source	Funding Program Funding	Funding Type	Potential Eligible Projects	Typical Size of Grant Award
Federal Transit Administration (FTA)	Buses and Bus Facilities Program	Federal	Replace or rehab buses or facilities.	\$4.5 million average in 2020
Federal Transit Administration (FTA)	Low or No Emission Grant Program (Low/No)	Federal	Alternative fuel buses, facility upgrades for charging/fueling infrastructure.	\$3 million average in 2020
Federal Transit Administration (FTA)	Accelerating Innovative Mobility (AIM)	Federal	Enhanced real-time information, navigation, or data management, app improvements, enhanced fare collection system, vehicle automation technology, or microtransit / mobility on demand.	\$300,000 award typical
Mobile Source Air Pollution Reductions Review Committee (MSRC)	Innovative Transportation Program	Local	Microtransit or other innovative mobility services.	
San Bernardino County Transportation Authority (SBCTA)	Transportation Development Act Article 3 Transit Stop Access Improvements Program	Local	Transit stop ADA access improvements, benches, and shelters.	Typically around \$700,000 available countywide and no more than 10% awarded within one jurisdiction. Omnitrans and local jurisdictions can apply.
San Joaquin Valley Air Pollution Control District (SJVAPCD)	Volkswagen Air Mitigation Funds	State	Vouchers to help supplement cost differential for replacing CNG vehicles with zero-emission vehicles.	Typically \$180,000 per bus for 40-foot bus
South Coast Air Quality Management District (SCAQMD)	Carl Moyer Program or AB617 Community Air Protection Program (CAPP) funds	Local	Alternative fuel buses, infrastructure to fuel/power alternative fuel buses.	\$800,000 average in 2020

SERVICE PERFORMANCE & MONITORING

Omnitrans uses key performance indicators (KPIs) to evaluate performance in order to refine services offered and business practices. These KPIs are compared to the established goals and standards outlined in this chapter.

Performance Metrics

The goals and standards set in this section are guided by the strategic vision set by Omnitrans' Board of Directors as expressed through Omnitrans' Senior Leadership. The specific performance metrics are based on Omnitrans' established pattern of setting goals and evaluation of historical and peer performance.

In developing metrics, there are multiple considerations included. For instance, the measurement must be useful in improving the customer experience, reducing costs or be of value in improving the effectiveness or efficiency of the business. Some key considerations include the following:

- Customer focused
- Cost-effective
- Clear, measurable & quantifiable
- Equally applied in all municipalities
- Equally applied to all residents
- Easy to implement and monitor
- Responsive to change

Omnitrans goals, standards and performance metrics are divided into four key areas:

1. Service Warrants
2. Service Standards
3. Service Key Performance Indicators
4. Business Key Performance Indicators

Service Warrants

Service warrants are standards that are used to determine if new services are warranted and viable. They address when services should be considered as part of this SRTP or should land use change before the next SRTP is developed.

The Omnitrans Board of Directors established a standard for resource allocation amongst routes and services such that Omnitrans moves to a 65% productive-oriented service and 35% coverage-oriented services. Productive-oriented services as:

- Frequent service, 20-minutes or better
- Direct travel typically straight-line corridor-oriented routes
- Bus stop amenities that are more prevalent due to higher ridership
- Express, limited-stop, or BRT services by design are productivity-oriented services as are any local underlay route related to one of these higher quality transit options

Prior to the recommendation of new services an analysis of ridership is required. A decision should be based on the probability of attracting sufficient ridership to meet the approved minimum farebox recovery ratio. In some cases, new services may only be warranted during weekday peaks when hourly productivity is sufficient to support farebox recovery requirements. In other cases, service requests to new business parks or new residential subdivisions could be considered through a partnership with major employers or developers to offset farebox recovery shortfalls when initial ridership during the early phases of development is too low to support the approved farebox recovery minimum.

Standards used for the introduction of new or increased fixed route service are summarized in Exhibit 52.

Exhibit 52: Fixed Route Service Warrants

Description	Measure	Target
Coverage	Distance from nearest service	½ mile from closest service
Employment: Office, commercial retail	Minimum 1 million square feet	30 min fixed route: 18 MSF Hourly fixed route: 11 MSF Circulator fixed route: 11 MSF Express fixed route: 11 MSF in 20 mile catchment area
Employment: Industrial, business park	Minimum 1 million square feet	30 min fixed route: 8 MSF Hourly fixed route: 5 MSF Circulator fixed route: 5 MSF Express fixed route: 5 MSF in 20 mile catchment area
Residential	Dwelling units (du) per acre	30 min fixed route: 7 du's/acre Hourly fixed route: 4 du's/acre Circulator fixed route: 4 du's/acre Express fixed route: 4 du's/acre in 20 mile catchment area
Route Deviation	Ratio of through passenger time added divided by deviation passenger time savings less walking time	Ratio less than 1 (net savings in total passenger travel time because of deviation)
Performance	Farebox recovery	Must show growth during first 12 months and meet service standards within 24 months of normal service levels

Demand response service warrants differ from fixed route service warrants. In accordance with ADA regulations, OmniAccess service coverage warrants are reliant upon fixed route and are adjusted with the expansion or decrease to meet the federal guidelines of providing ADA demand response service. OmniAccess service is warranted and required within ¾-mile of any regular local fixed route and within the same days and hours as fixed route.

Demand response services like OmniRide should only be considered in cases where there is sufficient potential ridership but insufficient ridership to support fixed route service. OmniRide service can also be considered in service areas with street patterns and widths that will not accommodate the safe and effective operation of a traditional fixed route vehicle.

If a new service is implemented following the warrant process, its performance should be evaluated in the following manner:

- Trial period of operation – new or enhanced routes would be operated on a trial basis for a period of 24 months of normal service and evaluated
- Warrants for continuance
 - A new or changed route would be continued after the nine-month trial period if the performance of the route reaches 75% of the minimum passengers per hour standard established for its route type
 - If the 75% performance level is not reached, the route would be subjected to additional marketing and/or corrective actions such as further changes to the route structure, spans and headways.
 - New or changed routes would be expected to reach or exceed the minimum passengers per hour standard after twelve months of operation.
- Warrants for discontinuance
 - If new or changed route remains below the minimum passengers per hour standard for six months following the implementation of marketing and corrective actions, the route would be discontinued or redesigned as appropriate.
 - Normally discontinuance would occur if a route cannot achieve 50% of the minimum passengers per hour standard established for the route.
 - If the new or changed route reaches or exceeds the minimum passengers per hour standard after twelve months of operation, it would become a normal part of the transit system and subject to the same adjustment and review procedures as existing routes

Service Standards

The service standards describe the key service characteristics once service is delivered. These characteristics describe frequency of service, hours of service, stop spacing and similar.

Fixed route service standards are summarized in Exhibit 53. These standards are the levels of service that Omnitrans desires to offer. Occasionally, these standards are not met because of budgetary realities, or the performance of a route does not meet requirements and hence may be modified below these prescribed standards.

OmniAccess must operate in accordance with ADA regulations and be provided in conjunction with fixed route service coverage.

Exhibit 53: Fixed Route (Local, sbX, Express, Community Circulator Service Warrants)

Description	Measure	Target
Route Coverage	Bus stop distance from all consumer destinations (residencies, employment, schools, shopping centers, etc.)	85% within ½ mile of a bus stop
Route Structure	The route coverage should use the appropriate family and tier of service to achieve satisfactory service KPI results	Routes should operate in a direct straight-line manner, the more frequent the service and the higher the quality the service the more direct the routing should be
Bus Stop Spacing	Distance between stops	Local/Community Circulator: stops should be placed approximately 0.25 miles apart (0.2-0.3 miles) Express: stops should be at major transfer centers or destinations; typically, spaced miles apart BRT: stops should be placed no closer than 0.5 miles apart with average spacing near 1.0 miles apart
Days of Service	Days of operations	Local/Community Circulator: routes should operate 7-days per week, unless performance does not warrant Express: should operate at least on weekdays, with evaluation of weekend service needs BRT: should operate at least on weekdays, with evaluation of weekend service needs
Span of Service	Minimum hours of service	Weekday: 6am-10pm Saturday: 7am-9pm Sunday: 7am-7pm
Service Frequency	Minimum desired service frequency	Local: 30-minute weekday; 60-minute weekend Community Circulator: 60-minute weekday; 60-minute weekend Express: 30-minute weekday; 60-minute weekend BRT: 10-minute peak with 15-minute off-peak weekday; 15-minute weekend
Vehicle Loads	Peak load factor (ratio of number of people onboard to number of seats)	Local/Community Circulator: 1.2 Express: 1.0 BRT: 1.5
Route Selection	Roads and streets that route will operate along	Buses will only operate along street engineered to facilitate safe and effective bus operations. Turning radii, street width, bus size, overhead clearances and nature of intersection are considered in these standards

Service KPIs

This category of evaluation includes service coverage and availability, productivity, fiscal performance, as well as standards related to patron convenience and comfort. Some measures of service availability, include a comparison of the Omnitrans system with the underlying demographic and socio-economic conditions of the region and a congruency analysis as part of a determination of service needs. Other measures of service coverage, productivity and efficiency will be analyzed in this chapter. These performance measures take into consideration the following five categories:

- Service Development – Guidelines form a consistent basis for service planning, and for establishing minimum levels of service. Judgment and flexibility remain, but the guidelines assist in the development of new services and the refinement of existing services.
- Evaluation – Service design guidelines provide targets in the form of indicators and standards that enable individual route performance to be evaluated and monitored.
- Budgeting – The preparation of annual budgets should reflect the goal of providing service to the policy levels established in the service design guidelines. This should enable the Board of Directors to focus on policy level decisions and the service impacts of budget adjustments.
- Public Accountability – Political decision-makers, transit customers, voters and taxpayers should be able to readily identify the minimum levels of service and performance that are to be provided. The allocation of the resources of the transit system must be seen to be based on equitable and rational criteria that are explicit and available for public scrutiny.
- Title VI – Title VI of the Civil Rights Act requires public transit agencies receiving federal funding to ensure that their service is provided without regard to race or the economic status of the residents. Application of service design guidelines provides a tool for design and evaluating service that does not discriminate on race or economic status.

To effectively measure the performance of routes three specific measures are evaluated:

- Service Effectiveness – Measured by passengers per revenue hour (PPH) to determine the “output” in terms of ridership for each unit of service that Omnitrans delivers. Service effectiveness measures are measured monthly and reported quarterly and annually.
- Service Efficiency – Measured by farebox recovery ratio. This measure is positively impacted when fare revenue and ridership increase, or costs are reduced. The measure is measured monthly and quarterly but reported annually due to seasonal fluctuations in revenue and cost data.
- Service Reliability – Measured in terms of on-time performance and headway adherence. This measure is designed to determine if Omnitrans is delivering the service advertised in public timetables and in line with customer expectations.

Measures for service effectiveness and service efficiency are based on both the family of service and the tier of service. There are different standards for sbX, Fixed Route and Community Circulator. Since regular fixed route ridership accounts for over 90% of Omnitrans overall ridership, these are also broken into more refined measures by tier. Tier 1 routes are 15-minutes service or better; Tier 2 routes are 20-minute service, Tier 3 is 30-minute and Tier 4 is 60-minute service.

Business KPIs

Business key performance indicators (KPIs) are designed to allow decision makers to ensure Omnitrans’ performance are consistent with reaching established targets and actual financial resources. These measures are tracked separately because they are not tied to the delivery of a specific route, but to the totality of Omnitrans’ service.

Omnitrans presents business key performance indicators on a quarterly basis to the Board of Directors. They are:

- Cost effectiveness
- Service performance

- Reliability
- Budget
- Safety & Security
- Labor

Exhibit 54 through Exhibit 59 summarize the FY2022 performance measures relative to agency performance targets.

Exhibit 54: Business KPI: Cost Effectiveness, FY2022

Cost Effectiveness KPI	Goal	Actual	Measure
Cost per Hour – Fixed Route	<\$145.00	\$143.07	Operating cost
Cost per Hour – OmniAccess	<\$140.00	\$156.18	Operating cost
Farebox Recovery Ratio – Fixed Route	>20.00%	21.20%	Ratio of passengers by operating costs
Farebox Recovery Ratio – OmniAccess	>10.00%	24.03%	Ratio of passengers by operating costs

Exhibit 55: Business KPI: Service Performance, FY2022

Service Performance KPI	Goal	Actual	Measure
Ridership Growth	>=40.00%	26.67%	Positive growth. Goal and measure are based on impacts of the COVID-19 pandemic where ridership declined 64%
Productivity – Fixed Route	>=12.00	10.84	Passengers per hour
Productivity – OmniAccess	>=1.50	1.65	Passengers per hour
Complaints and compliments – Per 100,000 Fixed Route boardings	<=20.00 complaints >=1.00 compliment	15.82 1.37	Tracked using customer feedback at the call center compared to overall ridership.
Complaints and compliments – Per 100,000 OmniAccess boardings	<=25.00 complaints >=1.00 compliment	49.26 2.42	Tracked using customer feedback at the call center compared to overall ridership.

Exhibit 56: Business KPI: Reliability, FY2022

Reliability KPI	Goal	Actual	Measure
Mechanical – Miles between Failures	>=8,000.00	9,503	Average distance between mechanical failures
Loss of Service – Operations per Quarter	<=400.00	556.00	Scheduled service that was not delivered
Loss of Service – Maintenance per Quarter	<400.00	134.00	Scheduled service that was not delivered
Equipment Availability	100%	100%	Vehicle availability at time of scheduled pullout

Exhibit 57: Business KPI: Budget, FY2022

Budget KPI	Goal	Actual	Measure
Operating Revenue	>95.0%	91.67%	Revenue generated through fares
Operating Expense	<=100.00%	91.70%	Overhead expenses

Exhibit 58: Business KPI: Safety & Security, FY2022

Safety & Security KPI	Goal	Actual	Measure
Preventable Accidents	<1.0 per 100,000 miles	0.9	Preventable accidents divided by number of agency total miles
Injury Frequency Rate	<20.00 per 200,000 work hours	13.02	Number of injuries divided by number of work hours
Losses & Claims	<80.00	33.00	Claims for a loss by Omnitrans passengers per year

Exhibit 59: Business KPI: Labor, FY2022

Labor KPI	Goal	Actual	Measure
Turnover	<20.00%	26.54%	Number of annual separations from the agency divided by direct Omnitrans full time equivalent employees
Training – Development	>=5,000 hours per year	1,153	Annual number of training hours for all non-ATU staff
Training – Amalgamated Transit Union (ATU)	>=10,000 hours per year	16,862	Annual number of training hours for ATU represented staff
Training – Teamsters	>=700 hours per year	818	Annual number of training hours for Teamsters represented staff

CONSTRAINED PLAN

The Constrained Plan chapter discusses Omnitrans' proposed implementation plan. Most of this chapter is comprised of Omnitrans' ConnectForward Plan where some of these services have not reached 100% of planned services because of the pandemic. Steadily, Omnitrans is increasing services each Fiscal Year per each Annual Service Plan. The statistics in the tables represent 100% planned service levels.

Fixed Routes

sbX Green Line/Route 202

The sbX Green Line or Route 202 is Omnitrans' first bus rapid transit fixed route as shown in Exhibit 60. The line began revenue service in April 2014. The sbX system is designed to provide more frequent and direct transit service along major corridors in the Omnitrans service area.

The route operates between San Bernardino and Loma Linda and follows the same route alignment as Route 2, however, the sbX Green Line is distinctive from traditional fixed route. Under the sbX brand the Green Line is operated with 60-foot articulated vehicles, has center running lanes in San Bernardino, and side and center running stations with real-time information. The route also has transit signal priority (TSP) to help keep the buses on time.

Currently the sbX Green Line operates during weekdays and Saturday only. The sbX Green Line operates at a 10-minute frequency during weekday peak hours and 15-minute frequency during weekday off-peak hours. The route operates at a 20-minute frequency on Saturdays. In the unconstrained plan, it is proposed that sbX begin to operate on Sundays to take advantage of the capital investments and to provide more frequency service along the E Street corridor.

Main destinations for the sbX Green Line include Cal State San Bernardino, Downtown San Bernardino, the San Bernardino Transit Center, the Inland Center Mall, and the Loma Linda University Medical Center and VA Hospital.

Exhibit 60: sbX Green Line/Route 202 Map

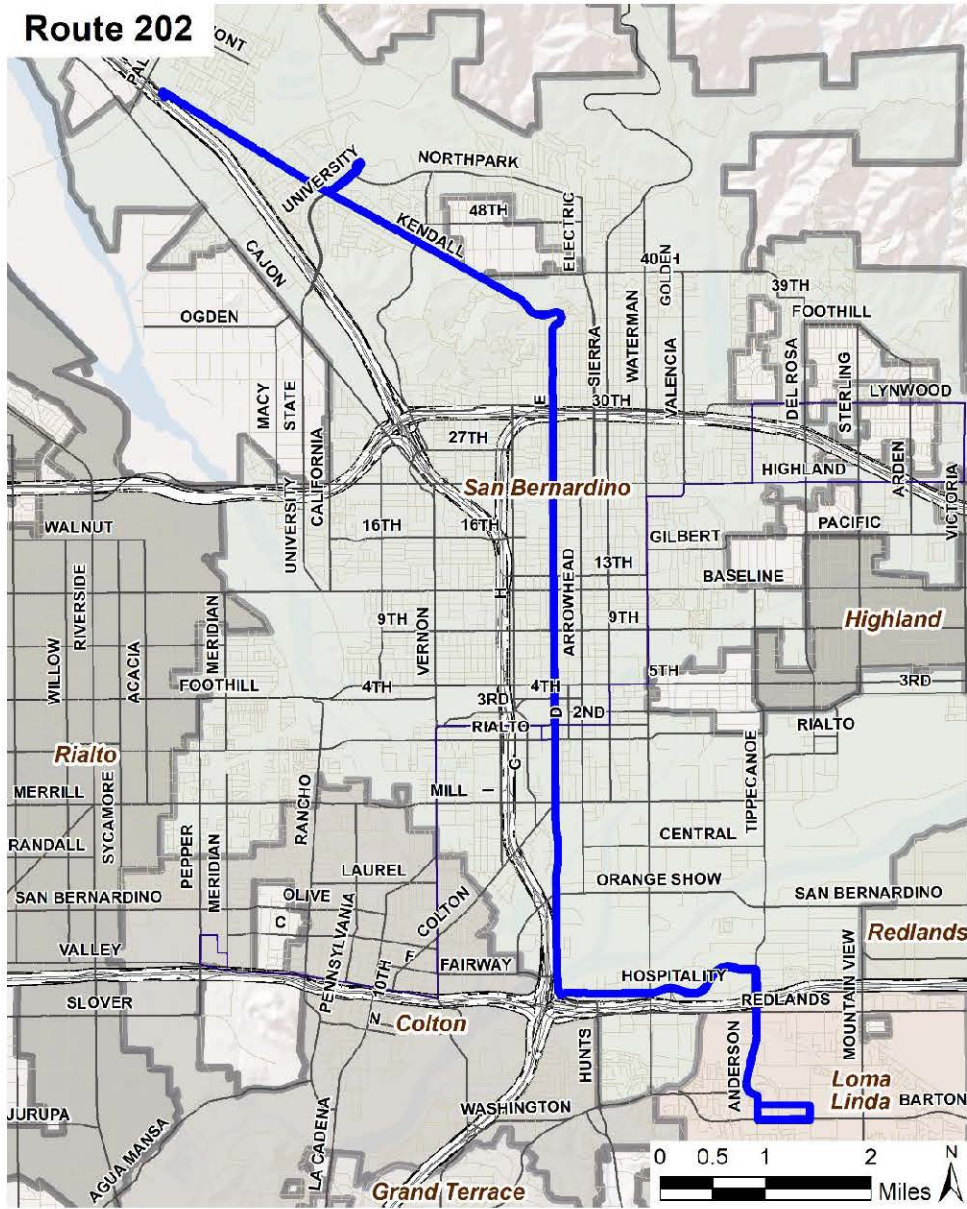


Exhibit 61: sbX Green Line/Route 202 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	12	6	-
Frequency	10/15	20	-
Span	5am-11pm	6am-9pm	-
Rev. Hours			
Daily	164	80	-
Annual	41,820	4,160	-
Annual Total Revenue Hours			45,980

Route 1

Route 1 serves Colton, Highland, and San Bernardino. Key areas served by this route include Downtown San Bernardino, the San Bernardino Transit Center, the San Bernardino Depot Metrolink Station, Valley College, Arrowhead Regional Medical Center, and the Yaamava Resort & Casino.

As part of the ConnectForward plan a minor route change was implemented in the northern end of the route to reduce duplication. This loss of coverage area was recovered by Route 6. Additionally, the route change permitted Route 1 to serve San Geronimo High School and Pacific High School.

Exhibit 62: Route 1 Map

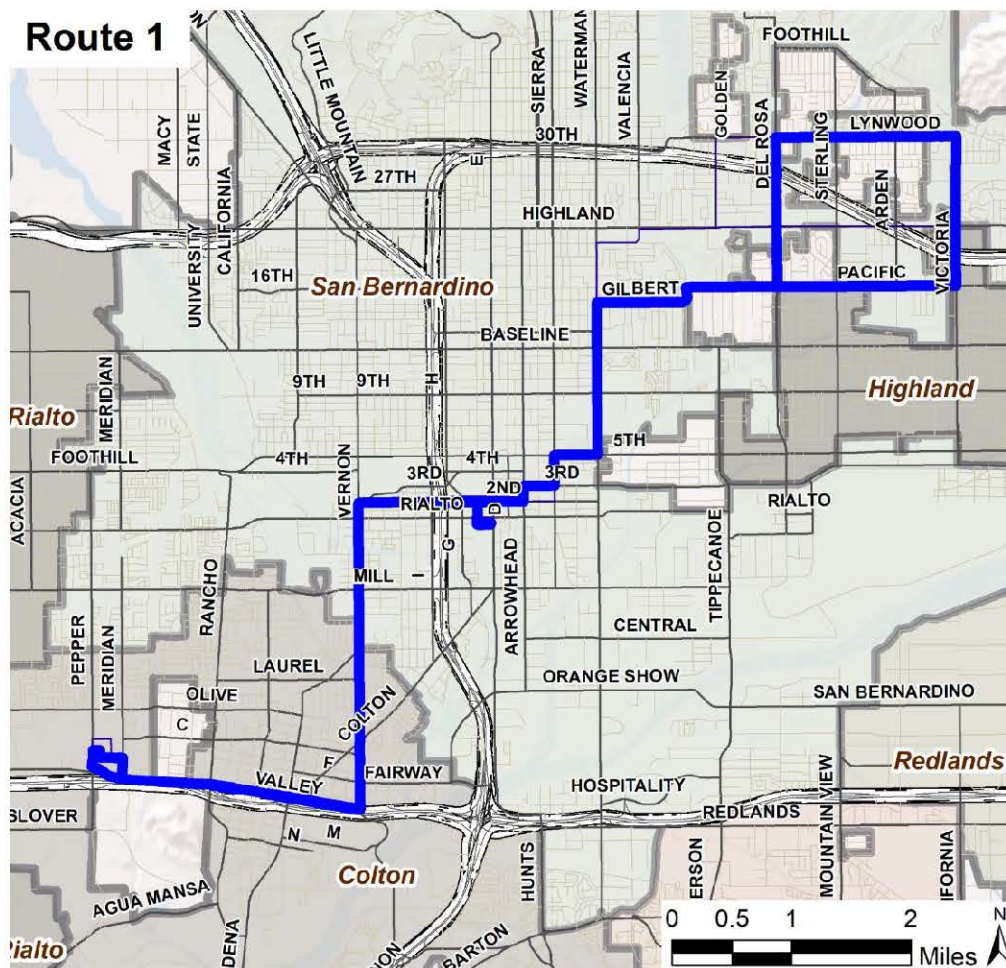


Exhibit 63: Route 1 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	10	5	5
Frequency	15	30	30
Span	4am-11pm	6am-10pm	6am-8pm
Rev. Hours			
Daily	200	80	70
Annual	49,000	4,200	3,700
Annual Total Revenue Hours	56,900		

Route 2

Route 2 is the underlying local route for Omnitrans' BRT route the sbX Green Line. Route 2 serves San Bernardino and Loma Linda. Route 2 provides service to a Park & Ride at the northern end of line, Cal State San Bernardino, Downtown San Bernardino, the San Bernardino Transit Center, the Inland Center Mall, and the Loma Linda University campus including the Loma Linda VA Hospital.

Over the years, Omnitrans has evaluated the performance of Route 2 after the sbX Green Line launched in 2014. To take advantage of the capital investments of the sbX Green Line, Route 2 underwent a series of frequency reductions. Route 2 weekday frequency was first reduced in 2014 from 15-minutes to 30-minutes. In 2015, Route 2 saw weekday frequency decrease from 30-minutes to 60-minutes. As part of the ConnectForward Plan, weekday frequency was reduced to 75-minutes. Route 2 Saturday frequency was reduced to 30-minutes from 20-minutes when Omnitrans added sbX Saturday service. As part of ConnectForward, weekend frequency was reduced for both Saturday and Sunday to 75-minutes.

Exhibit 64: Route 2 Map

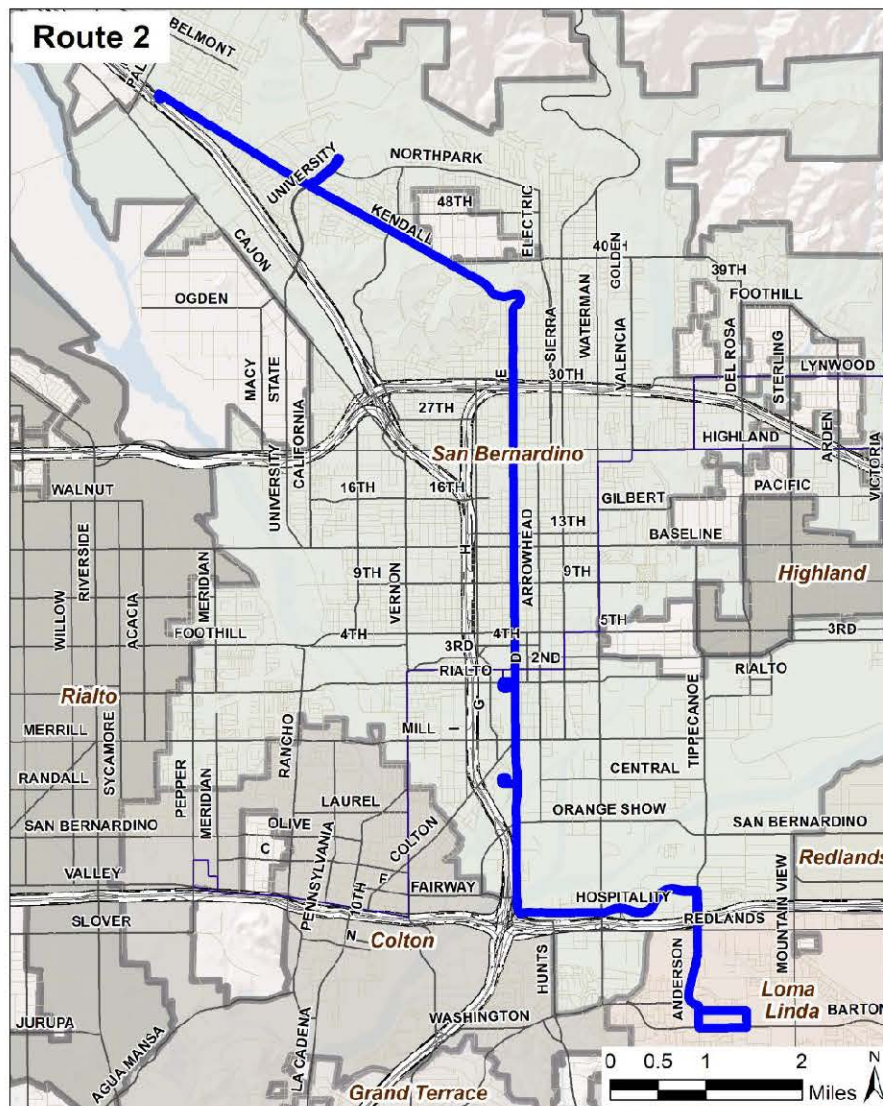


Exhibit 65: Route 2 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	2	2	2
Frequency	75	75	75
Span	4am-11pm	6am-10pm	6am-9pm
Rev. Hours			
Daily	38	32	30
Annual	9,700	1,700	1,600
Annual Total Revenue Hours		13,000	

Routes 3 & 4

Routes 3 & 4 are two route numbers, but they are effectively one loop route with Route 3 operating counterclockwise and Route 4 operating clockwise through Highland and San Bernardino. Routes 3 & 4 operate at a 15-minute headway during the week. As part of the ConnectForward Plan implementation weekend frequency was reduced from 15-minute service to 22/25 minutes. The routes are a significant east-west feeder into sbX.

Upon completion of the Mt. Vernon Bridge project, it is proposed that Routes 3 & 4 use the bridge to 2nd Street to improve travel time to the San Bernardino Transit Center. This also provides two more connections to the San Bernardino Depot Metrolink Station. Construction of the Mt. Vernon Bridge is expected to complete in 2024. No other significant changes are proposed for the routes.

Exhibit 66: Routes 3 & 4 Map

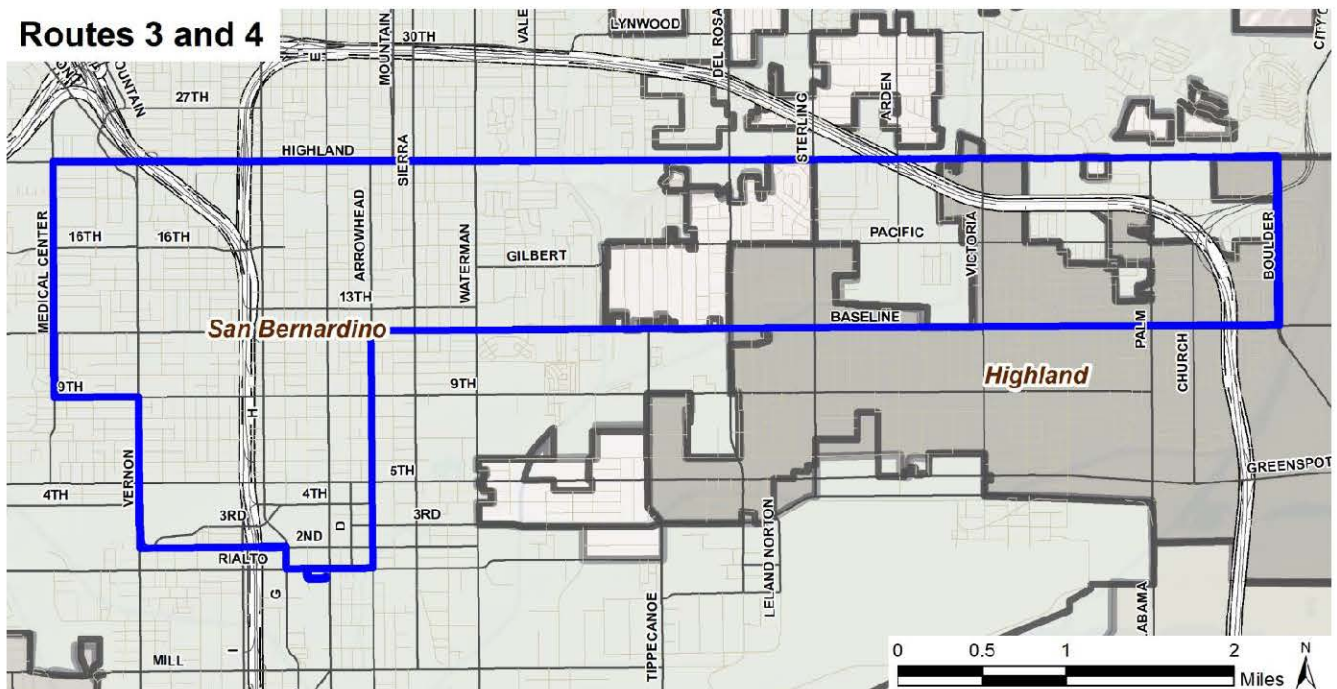


Exhibit 67: Routes 3 & 4 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	14	8	8
Frequency	15	22/25	22/25
Span	4am-11pm	6am-10pm	6am-8pm
Rev. Hours			
Daily	280	128	112
Annual	71,400	6,700	5,900
Annual Total Revenue Hours	84,000		

Route 6

Route 6 was implemented with the ConnectForward Plan network change. The alignment is a combination of the prior Routes 5 & 7. The route serves San Bernardino. Route 6 operates at a 30-minute headway, and it connects Cal State San Bernardino, the St. Bernardine Medical Center, Downtown San Bernardino, and the San Bernardino Transit Center.

Exhibit 68: Route 6 Map

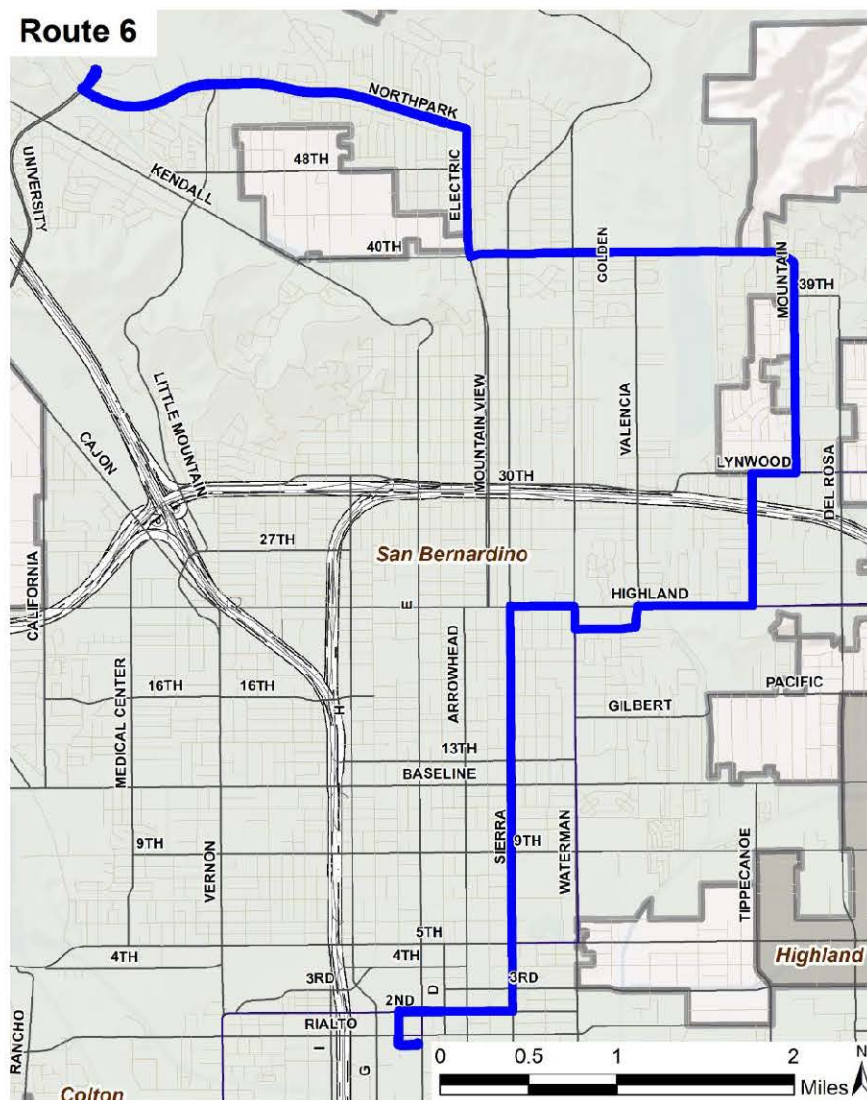


Exhibit 69: Route 6 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	2	2
Frequency	30	60	60
Span	4am-10pm	6am-8pm	6am-7pm
Rev. Hours			
Daily	72	28	22
Annual	18,400	1,500	1,200
Annual Total Revenue Hours	21,100		

Route 8

Route 8 serves San Bernardino, Loma Linda, Redlands, Mentone, and Yucaipa. Major destinations include Downtown San Bernardino, the San Bernardino Transit Center, an Amazon Facility, the VA Ambulatory Center in Loma Linda, Downtown Redlands, the Metrolink Arrow Redlands Depot, and Crafton Hills College.

In the ConnectForward Plan, Route 8 has a short trip from San Bernardino to Redlands. The Route 8 short trip is proposed to be at the VA Ambulatory Center in Loma Linda. The Route 8 long trip will continue to Crafton Hills College. The short trip is proposed to operate at a 30-minute headway and the long trip is proposed at a 60-minute headway. This short trip was not implemented at the implementation of ConnectForward.

Exhibit 70: Route 8 Map

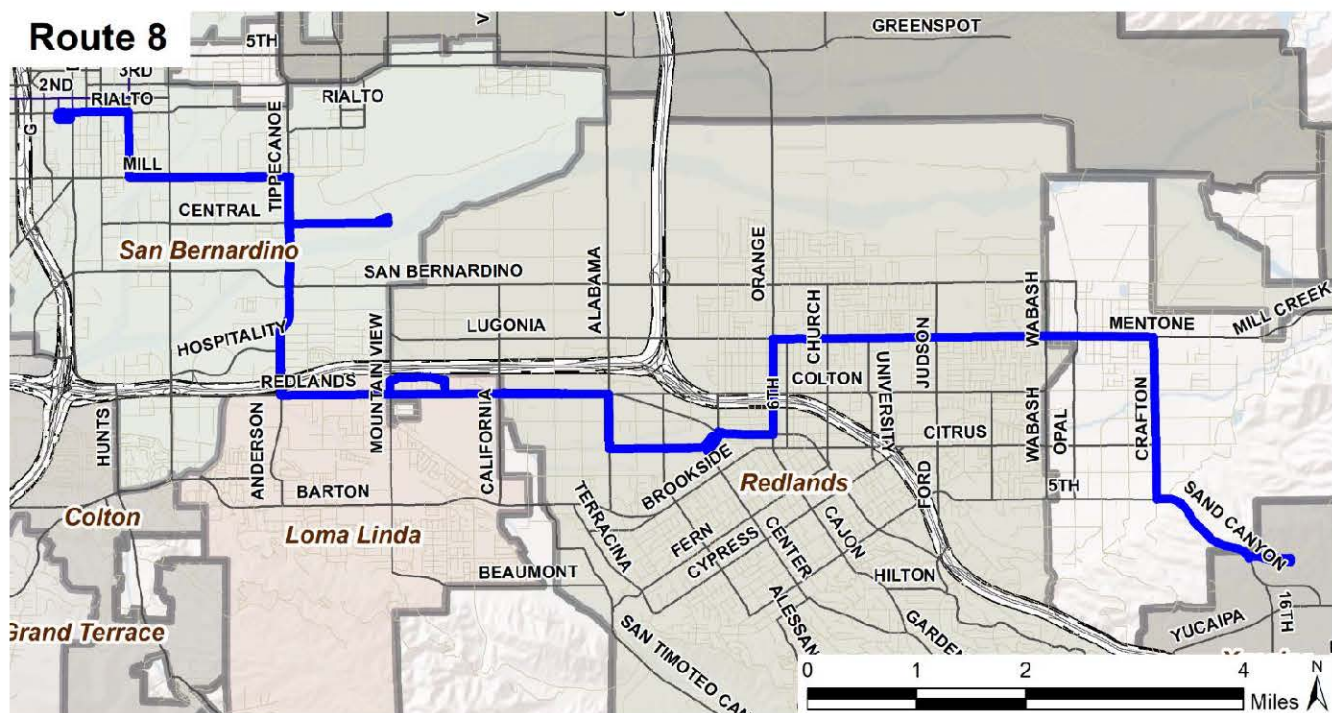


Exhibit 71: Route 8 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	3	3	3
Frequency	30/60	60	60
Span	5am-11pm	6am-8pm	7am-7pm
Rev. Hours			
Daily	54	42	36
Annual	13,800	2,200	1,900
Annual Total Revenue Hours	17,900		

Route 10

Route 10 serves Fontana, Rialto and San Bernardino. The route operates at a 30-minute headway during peak hours and is 60 minutes non-peak. Prior to the implementation of ConnectForward the route had an 83% on-time performance. After ConnectForward the route performs at a 90% on-time performance. While the route did not incur any alignment changes, the route was interlined with the Route 6 to improve efficiencies and reliability.

Exhibit 72: Route 10 Map

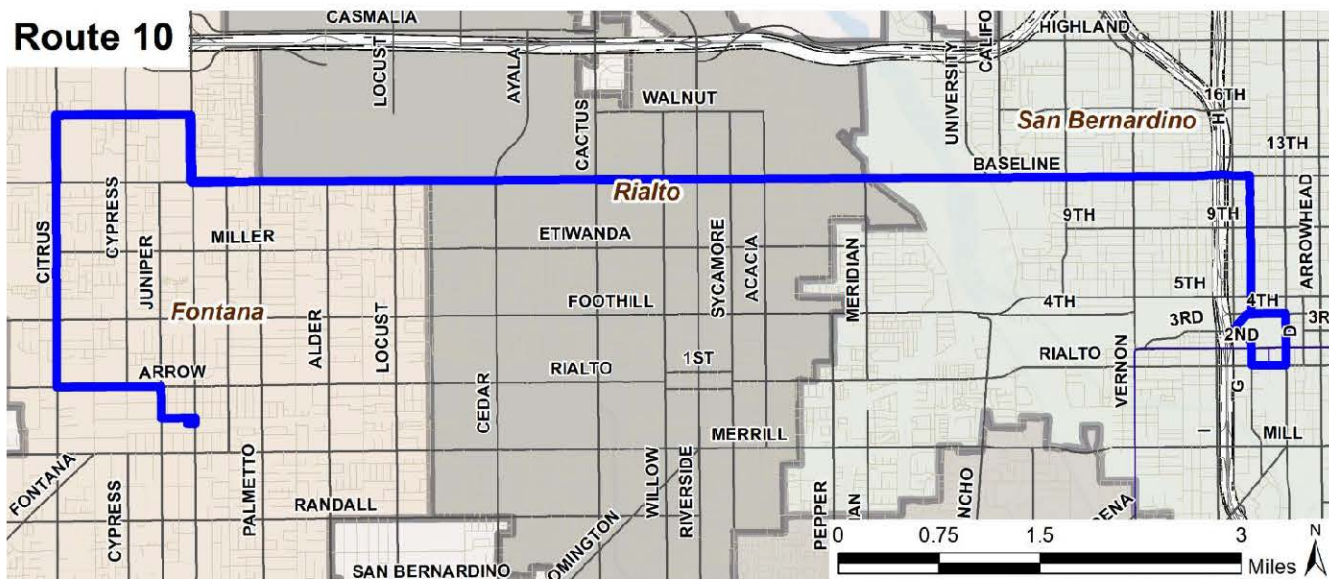


Exhibit 73: Route 10 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	2	2
Frequency	30/60	60	60
Span	5am-9pm	6am-8pm	7am-7pm
Rev. Hours			
Daily	64	28	24
Annual	16,400	1,500	1,300
Annual Total Revenue Hours	19,200		

Route 14

Route 14 serves Fontana, Rialto, and San Bernardino. Major destinations include the Fontana Metrolink Station, Downtown Fontana, Omnitrans East Valley Facility (Headquarters), Downtown San Bernardino and the San Bernardino Transit Center. Route 14 is one of Omnitrans core routes.

During the ConnectForward Plan implementation the route did not undergo any alignment change. Weekend frequency was reduced from a 15-minute to a 20-minute headway. There were no changes to weekday frequency.

There is no plan to modify Route 14 in the Constrained Plan, but Route 14 is a candidate for limited stop service and is described in the Unconstrained Plan.

Exhibit 74: Route 14 Map

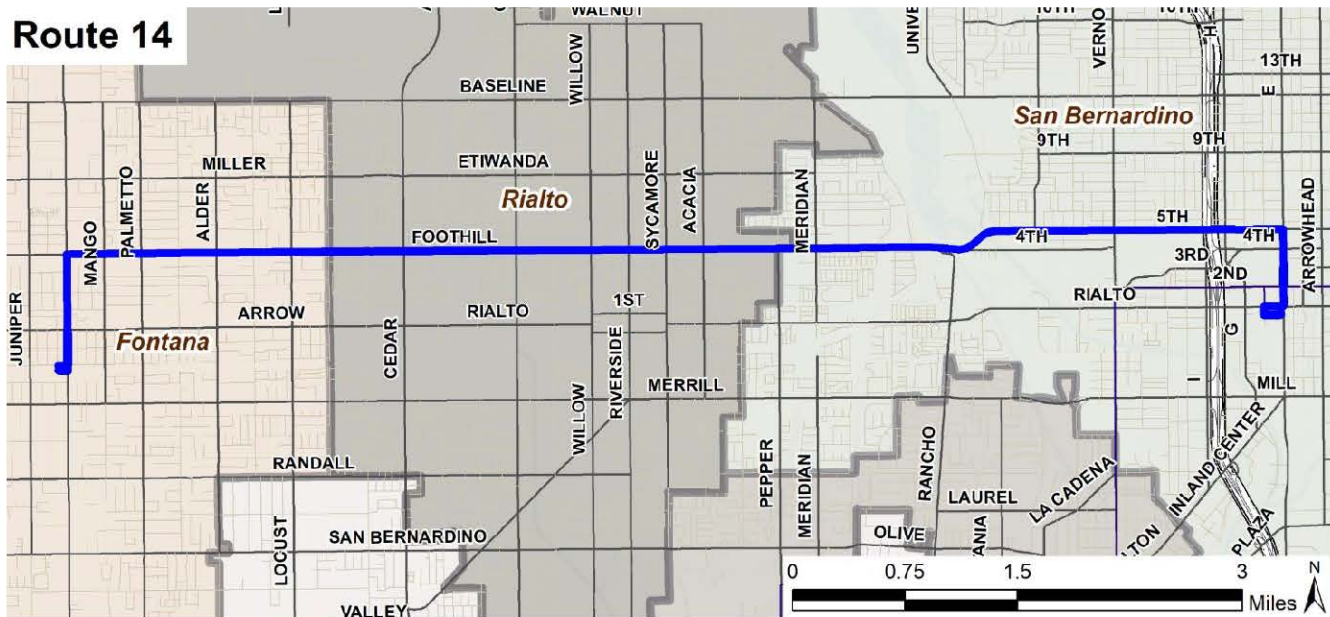


Exhibit 75: Route 14 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	7	5	5
Frequency	15	20	20
Span	3am-11pm	6am-11pm	6am-9pm
Rev. Hours			
Daily	147	85	75
Annual	37,500	4,500	3,900
Annual Total Revenue Hours	45,900		

Route 15

Route 15 is an east-west route serving Redlands, Highland, San Bernardino, Rialto, and Fontana. The route serves Downtown Fontana, Downtown San Bernardino, the San Bernardino Transit Center, the San Bernardino International Airport, two Amazon facilities, Citrus Plaza and Mountain Grove shopping centers in Redlands, Downtown Redlands, and the Metrolink Arrow Rail at the Redlands Depot.

The route has a tripper that connects to the Amazon Air Freight Fulfillment Center at the north end of San Bernardino Airport. The tripper is scheduled to connect to the facility at shift change times only.

Exhibit 76: Route 15 Map

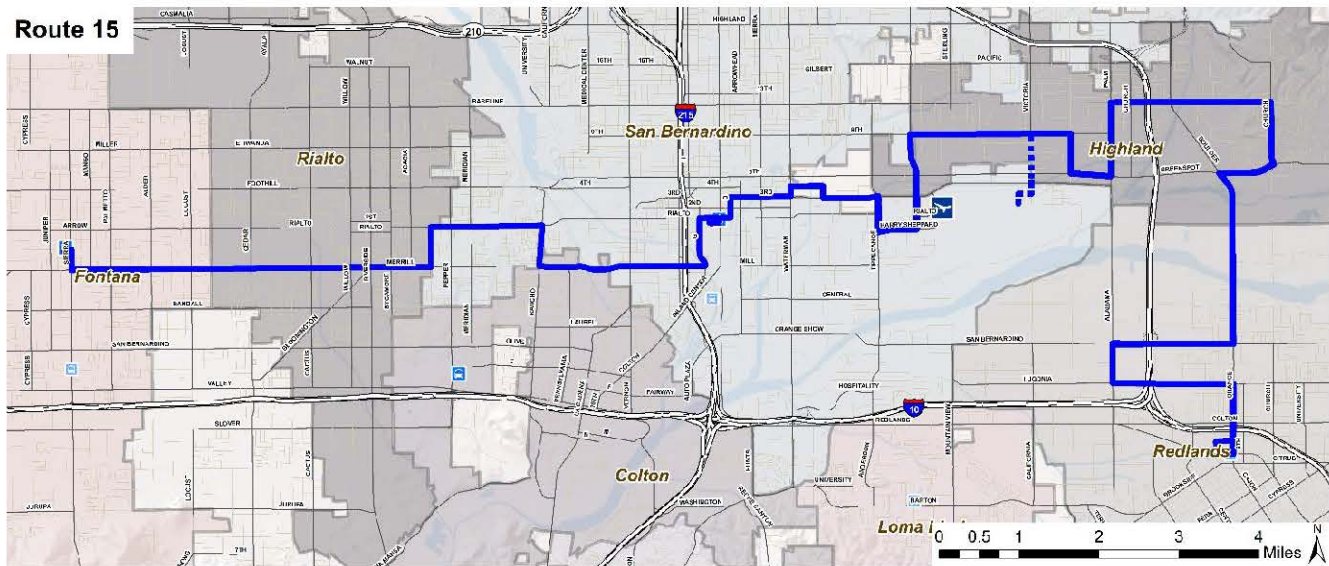


Exhibit 77: Route 15 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	8	4	4
Frequency	30	60	60
Span	5am-11pm	6am-8pm	6am-8pm
Rev. Hours			
Daily	144	56	56
Annual	37,000	3,000	3,000
Annual Total Revenue Hours	43,000		

Route 19

Route 19 serves Fontana, Rialto, Colton, Grand Terrace, Loma Linda, Redlands, Mentone and Yucaipa. It provides connections to the Fontana Metrolink Station, Arrowhead Regional Medical Center, the Loma Linda University Campus including the VA Hospital and the sbX Green Line, Downtown Redlands and the Yucaipa Transit Center. Route 19 connects to the Metrolink Arrow Rail Line in Downtown Redlands providing passengers an additional transfer to Downtown San Bernardino. There are no planned changes for Route 19.

Exhibit 78: Route 19 Map

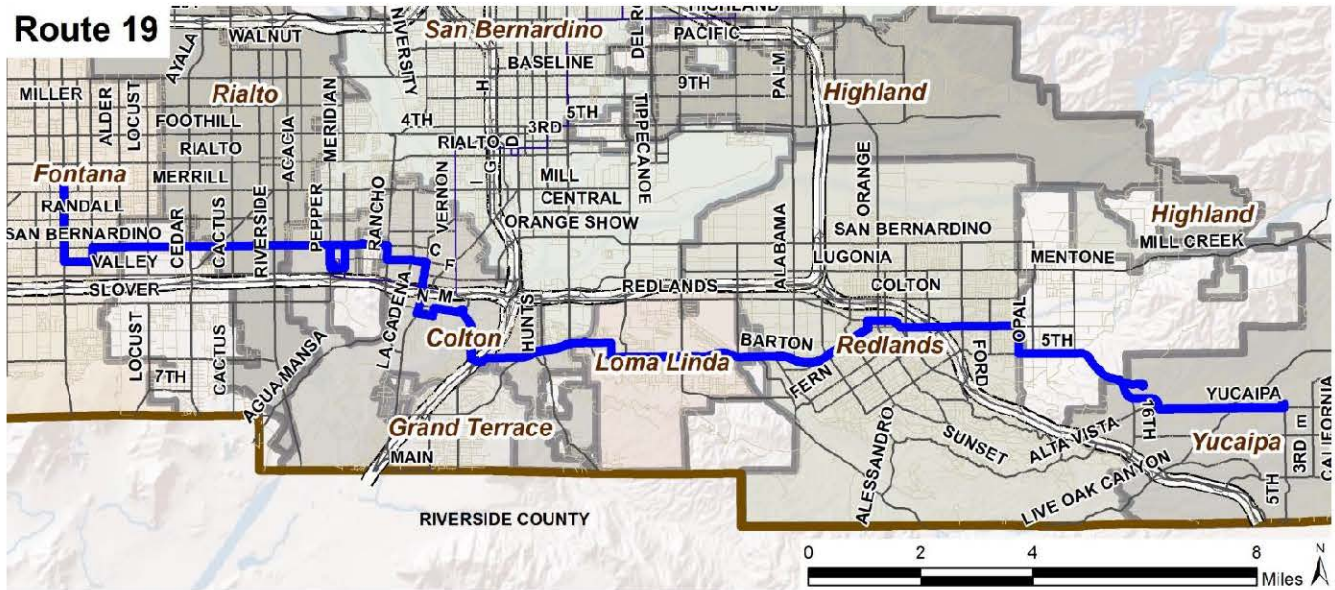


Exhibit 79: Route 19 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	9	5	5
Frequency	30	60	60
Span	4am-11pm	5am-10pm	6am-8pm
Rev. Hours			
Daily	171	85	70
Annual	44,000	4,500	3,700
Annual Total Revenue Hours	52,200		

Route 22

Route 22 serves Rialto and Colton. Major destinations include the Renaissance Marketplace in Rialto, Downtown Rialto, the Rialto Metrolink Station, and the Arrowhead Regional Medical Center in Colton. The ConnectForward implementation called for a reduction of frequency from a 30-minute to a 60-minute headway. The ConnectForward Plan called for Route 22 to have a short and long trip. The short-Route 22 will have 30-minute frequency between ARMC and Downtown Rialto during peak service hours. The route was the least performing 30-minute route in terms of passengers per hour, which is why the frequency was reduced to 60-minutes in ConnectForward.

Exhibit 80: Route 22 Map

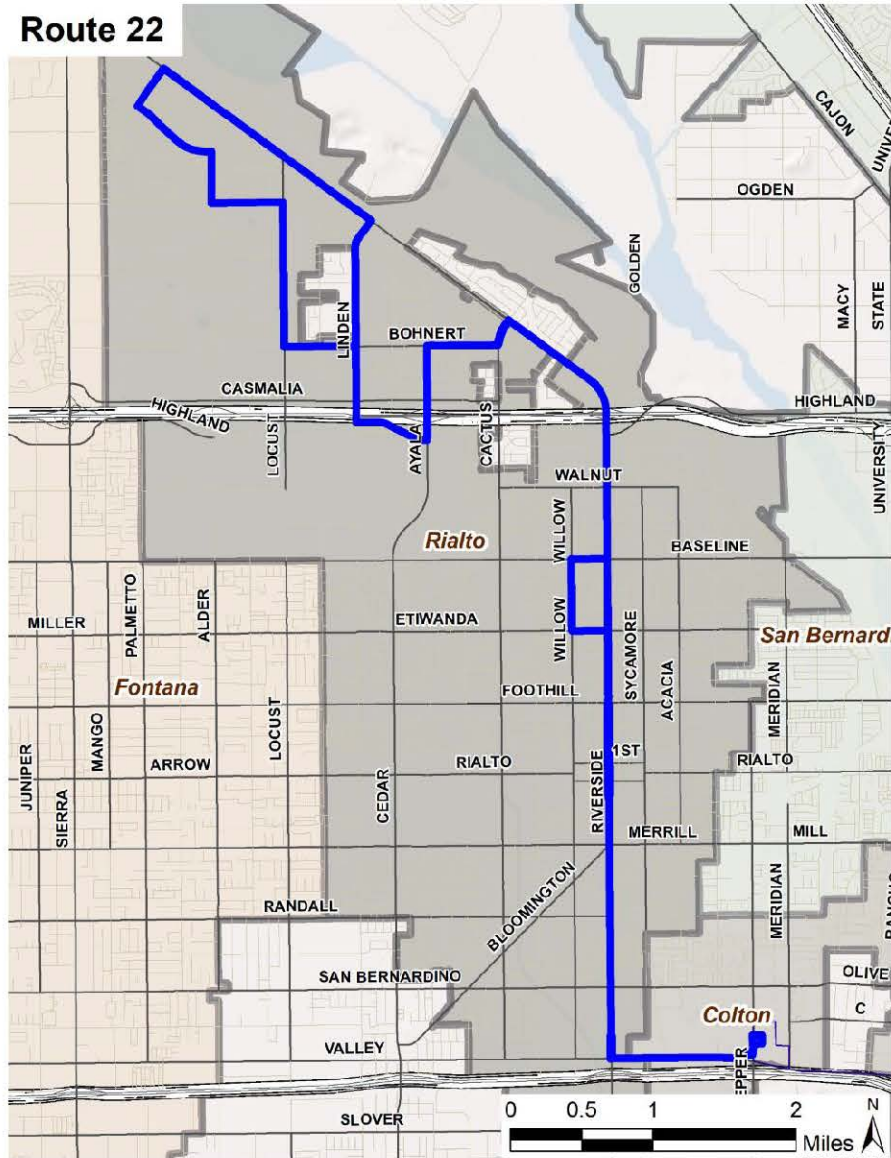


Exhibit 81: Route 22 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	3	2	2
Frequency	30/60	60	60
Span	5am-10pm	7am-8pm	7am-8pm
Rev. Hours			
Daily	51	26	26
Annual	13,100	1,400	1,400
Annual Total Revenue Hours	15,900		

Route 61

Route 61 is one of Omnitrans' most productive core routes. The route provides service to the cities of Pomona in Los Angeles County, Montclair, Ontario, Rancho Cucamonga, and Fontana. Route 61 is an east-west route providing service primarily along Holt Boulevard. Primary destinations include the Fontana Transit Center, Ontario Mills, the Ontario International Airport, Downtown Ontario, and the Pomona Transit Center, where Route 61 makes connections with Foothill Transit.

Route 61 provides 15-minute service during the week. As part of the ConnectForward Plan, Route 61 weekend frequency decreased from 15-minutes to 20-minute service.

Route 61 will become an underlying local route to the next sbX line, the sbX Purple Line, planned for revenue service effective May 2025. At this point the existing Route 61 will be split into two routes, Route 61-West, and Route 61-East.

Exhibit 82: Route 61 Map

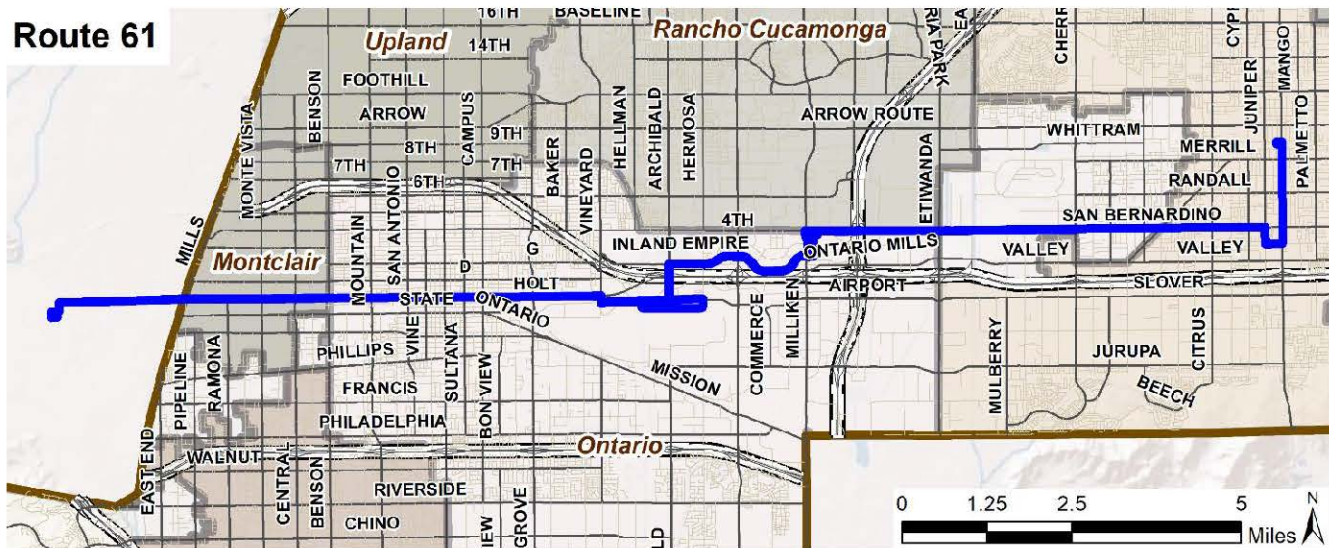


Exhibit 83: Route 61 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	14	7	7
Frequency	15	20	20
Span	4am-11pm	5am-10pm	5am-8pm
Rev. Hours			
Daily	220	126	105
Annual	56,100	6,600	5,500
Annual Total Revenue Hours	68,200		

Route 61-West

Route 61-West will follow the underlying sbX Purple Line. The route will serve the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga. Route 61-West will follow the current alignment between Pomona Transit Center and Ontario Mills and will then transition to the current alignment of Route 82 between Ontario Mills and Victoria Gardens. Route 61-West will be given a new route designation prior to launch of service.

Primary destinations for this route include the Pomona Transit Center, the Ontario International Airport, Ontario Mills, the Rancho Cucamonga Metrolink Station, and Victoria Gardens.

The route is proposed to operate at 60-minute frequency during the week when the sbX Purple Line is in service, and at 15-minute service on the weekend when the sbX Purple Line is not operating.

Exhibit 84: Route 61-West

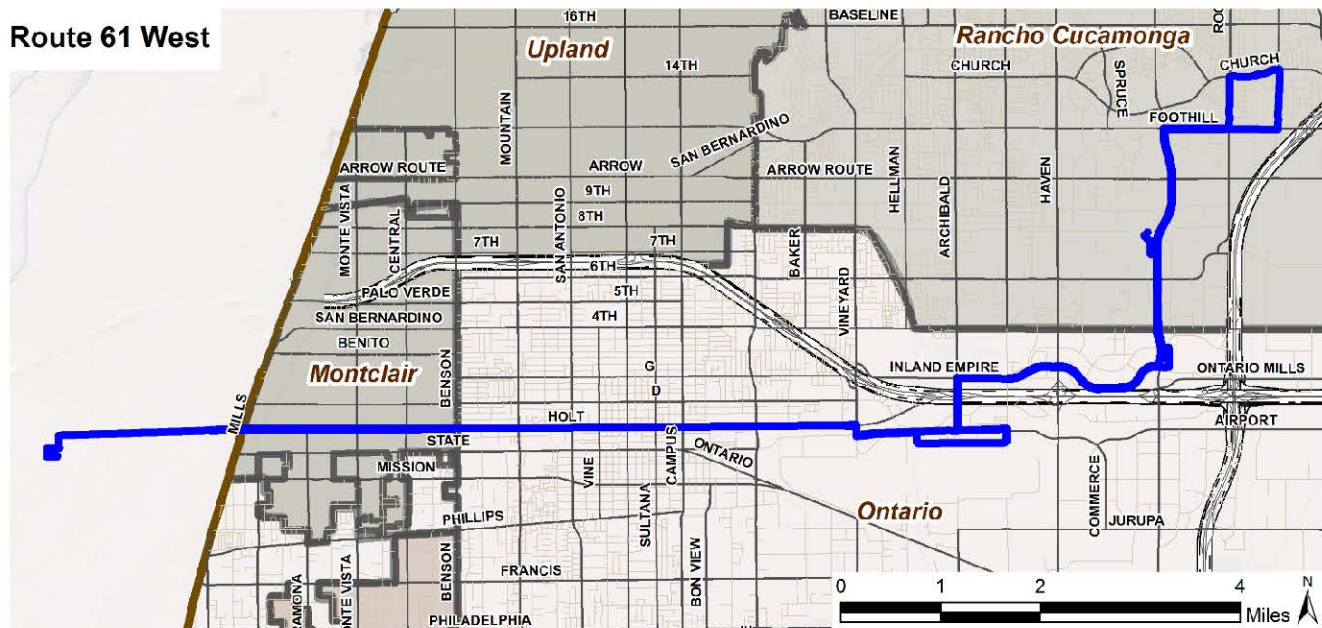


Exhibit 85: Route 61-West Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	9	9
Frequency	60	15	15
Span	4am-11pm	5am-10pm	5am-8pm
Rev. Hours			
Daily	80	162	135
Annual	20,400	8,500	7,000
Annual Total Revenue Hours	35,900		

Route 61-East

Route 61-East is planned to follow the current alignment of Route 61 between Ontario Mills and the Fontana Metrolink Station. The sbX Purple Line will not travel between Ontario Mills and the Fontana Metrolink Station so the Route 61-East is proposed to continue service between the two destinations. Frequency of Route 61-East is planned at 15-minute service all days to match the existing Route 61 frequency. Route 61-East will be given a new route designation prior to launch of service.

Exhibit 86: Route 61-East Map

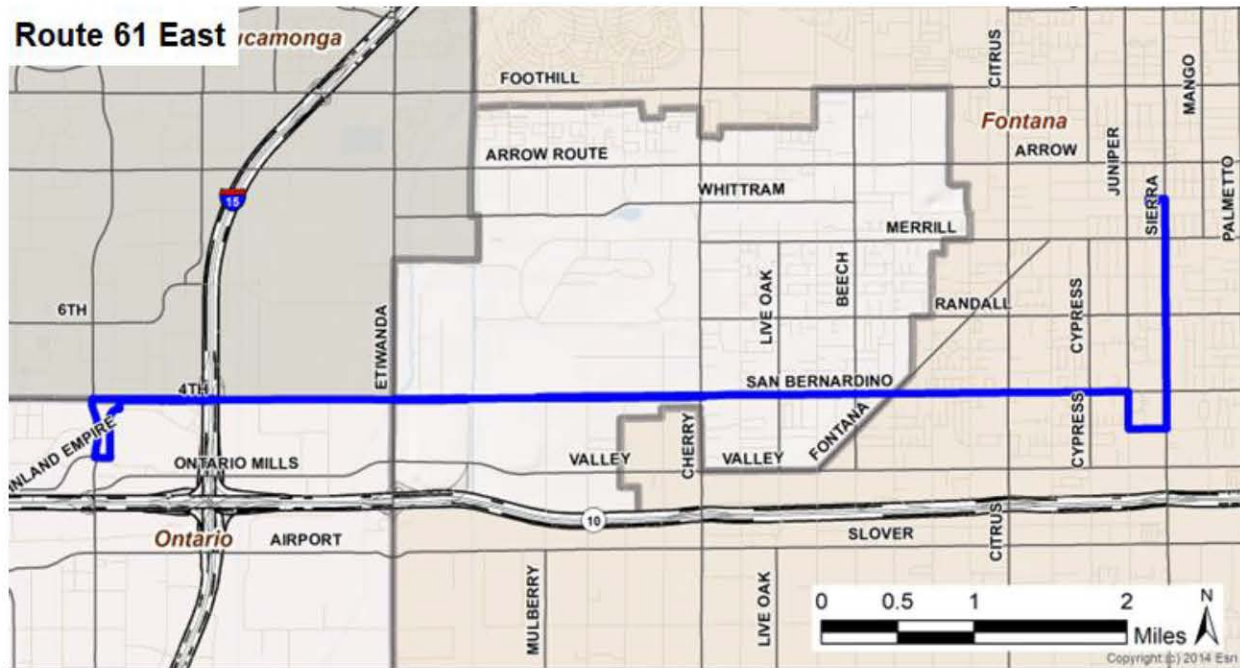


Exhibit 87: Route 61-East Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	6	5	5
Frequency	15	15	15
Span	4am-11pm	5am-11pm	5am-8pm
Rev. Hours			
Daily	120	90	75
Annual	30,600	4,700	3,900
Annual Total Revenue Hours	39,200		

Route 66

Route 66 is a key east-west route that serves Fontana, Rancho Cucamonga, Upland, and Montclair, along historic Route 66, or Foothill Boulevard. Key destinations along Route 66 include Downtown Fontana, Victoria Gardens shopping center in Rancho Cucamonga, and the Montclair Transit Center. Passengers per hour for Route 66 has fallen over time and consequently the weekday frequency was reduced in the ConnectForward Plan to 20-minute service rather than 15-minute service. The route is meeting weekend performance standards and therefore no changes occurred.

There is no plan to modify Route 66 in the Constrained Plan, but Route 66 is a candidate for limited stop service and is described in a later Unconstrained Plan.

Exhibit 88: Route 66 Map

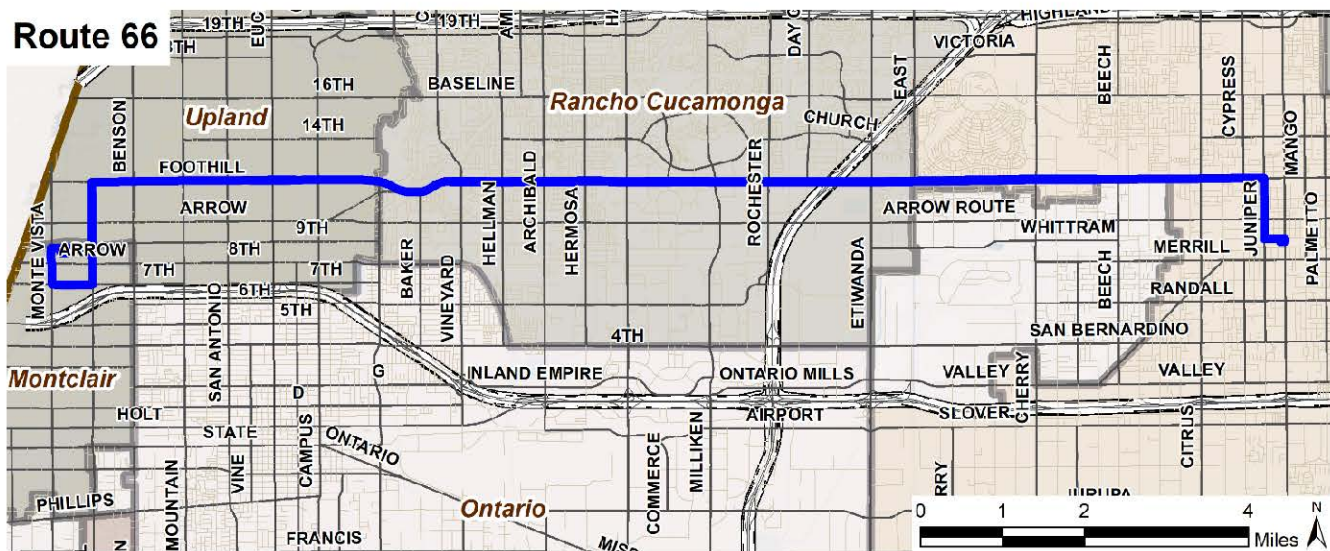


Exhibit 89: Route 66 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	8	5	5
Frequency	20	30	30
Span	4am-11pm	5am-10pm	6am-9pm
Rev. Hours			
Daily	160	85	75
Annual	41,000	4,500	3,900
Annual Total Revenue Hours	49,400		

Route 67

Route 67 serves Fontana and Rancho Cucamonga. It serves as a direct connection between the City of Fontana and Chaffey College. This also offers a one-seat ride between the Chaffey College Fontana Campus and the Chaffey College main campus. No changes to the route occurred during the ConnectForward implementation nor are proposed in this SRTP.

Exhibit 90: Route 67 Map

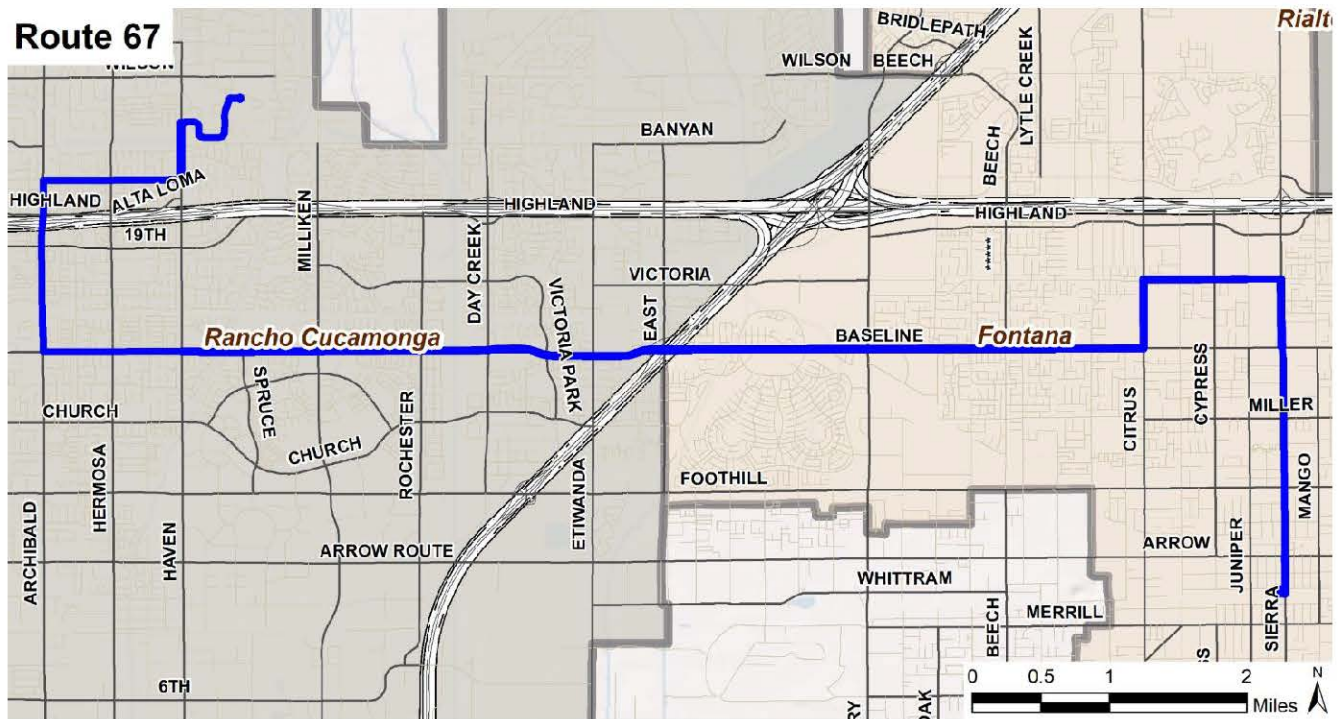


Exhibit 91: Route 67 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	3	-	-
Frequency	60	-	-
Span	5am-9pm	-	-
Rev. Hours			
Daily	48	-	-
Annual	12,300	-	-
Annual Total Revenue Hours	12,300		

Route 81

Route 81 provides service to Rancho Cucamonga and Ontario. Major destinations along the route include Chaffey College in Rancho Cucamonga, Ontario Mills, the Toyota Arena in Ontario, and the East Ontario Metrolink Station. The route is mostly a north-south route on Haven Avenue with weekday and Saturday service only.

Previously this route provided service to the Chino Transit Center along Riverside Drive. Low ridership volumes called for the removal of the Riverside segment. Instead, the route now provides service to

the East Ontario Metrolink Station that was not previously served. Omnitrans is the only public transit provider to serve this Metrolink Station. Currently there is no proposed change to this route.

Exhibit 92: Route 81 Map

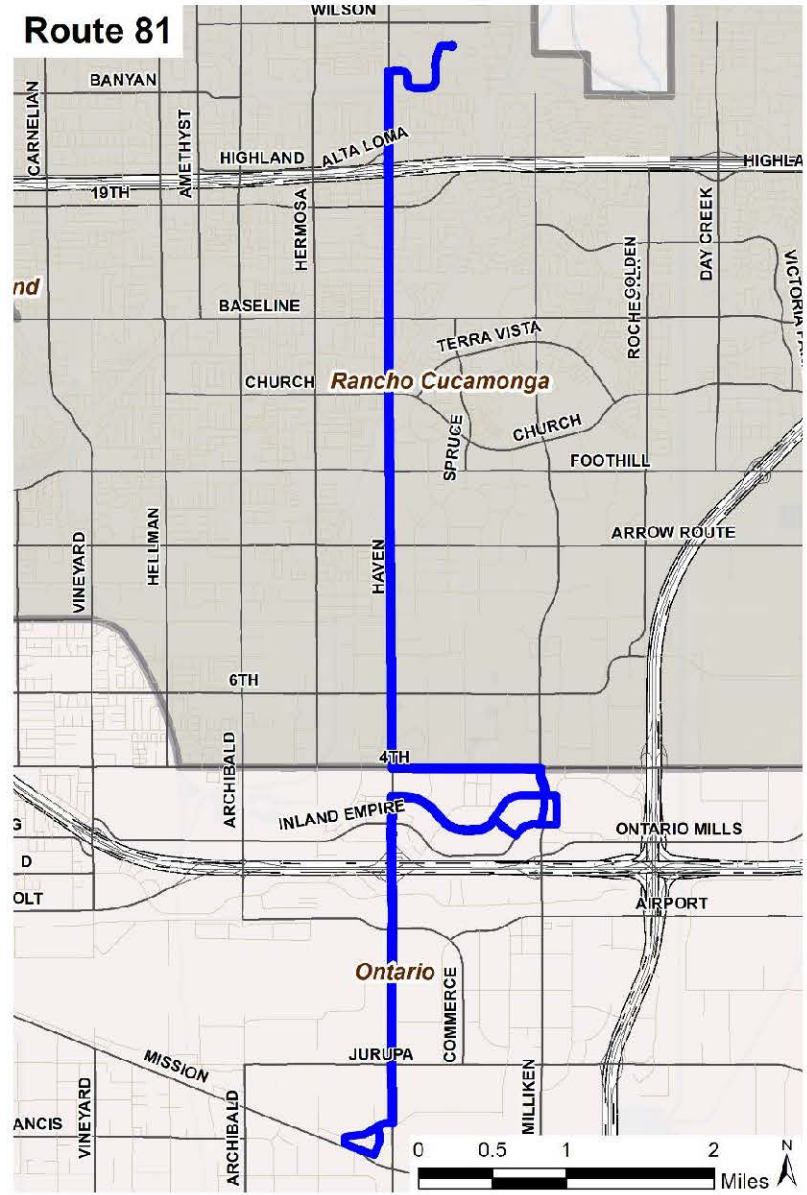


Exhibit 93: Route 81 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	2	2	-
Frequency	60	60	-
Span	4am-10pm	5am-9pm	-
Rev. Hours			
Daily	36	32	-
Annual	9,200	1,700	-
Annual Total Revenue Hours		10,900	

Route 82

Route 82 is an east-west coverage route that serves the cities of Fontana, Ontario, and Rancho Cucamonga. Main destinations include the communities of Sierra Lakes and Southridge, with connections to the Fontana Metrolink Station, Ontario Mills, the Rancho Cucamonga Metrolink Station, and Victoria Gardens.

Exhibit 94: Route 82 Map

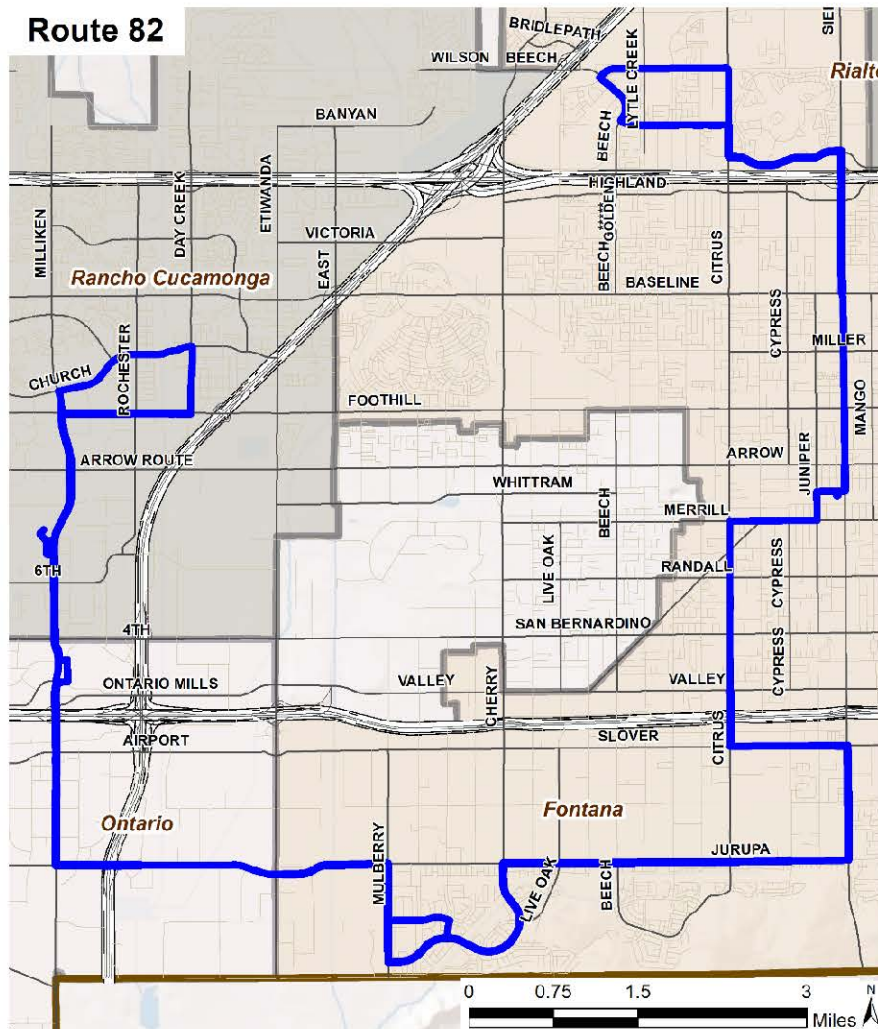


Exhibit 95: Route 82 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	2	2
Frequency	60	60	60
Span	4am-10pm	6am-8pm	6am-7pm
Rev. Hours			
Daily	66	26	26
Annual	16,900	1,350	1,350
Annual Total Revenue Hours			19,600

Route 82 (Post sbX Purple Line)

Once the sbX Purple Line becomes operational in 2025, it is proposed that Route 82 not provide service between Ontario Mills, the Rancho Cucamonga Metrolink Station, and Victoria Gardens as this would duplicate service with the sbX Purple Line during the week. The sbX Purple Line would provide a one-seat ride between all three destinations and at a higher frequency so it is proposed that Ontario Mills become the westernmost end of the line for Route 82 once the Purple Line begins revenue service.

Exhibit 96: Route 82 (Post sbX Purple Line) Map

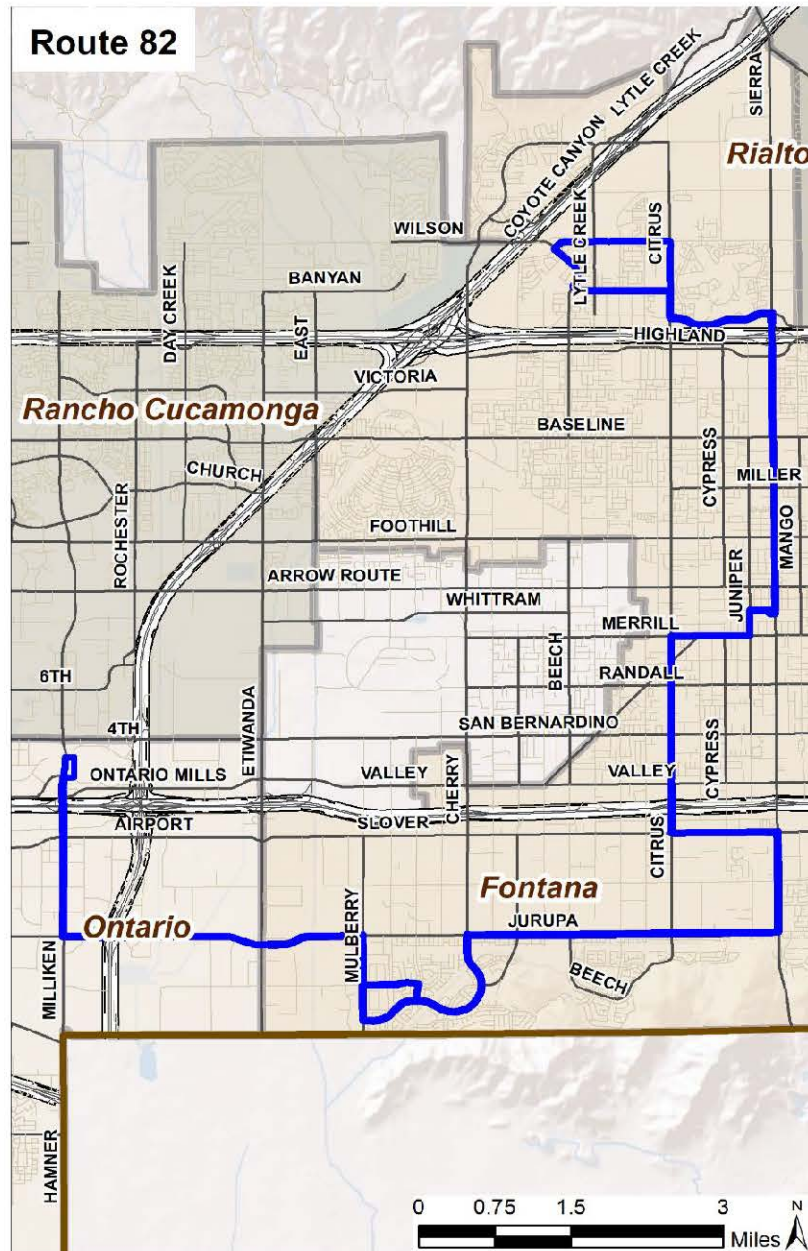


Exhibit 97: Route 82 (Post sbX Purple Line) Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	2	2
Frequency	60	60	60
Span	4am-10pm	6am-8pm	6am-7pm
Rev. Hours			
Daily	58	26	26
Annual	14,800	1,350	1,350
Annual Total Revenue Hours	17,500		

Route 83

Route 83 is a north-south route serving the cities of Upland, Ontario, and Chino by mainly traveling on Euclid Avenue. Main destinations along this route include Downtown Ontario, the Upland Metrolink Station, Chaffey High School, the Chino Chaffey College campus, Chino City Hall, and the Chino Transit Center.

With a Transformative Climate Communities (TCC) partnership with the City of Ontario, Omnitrans received funding to provide 30-minute peak frequency on Route 83 which was implemented at the beginning of FY2023.

Exhibit 98: Route 83 Map

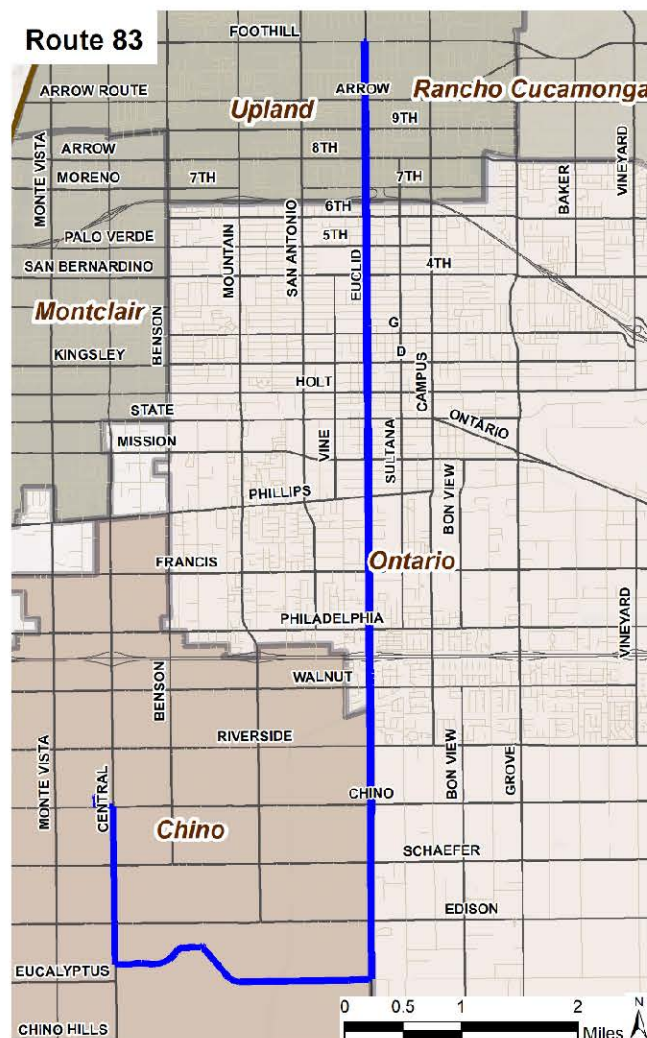


Exhibit 99: Route 83 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	2	2
Frequency	30/60	60	60
Span	6am-10pm	6am-9pm	6am-8pm
Rev. Hours			
Daily	44	30	28
Annual	11,300	1,600	1,500
Annual Total Revenue Hours	14,400		

Route 84

Route 84 serves the cities of Montclair, Upland, Ontario, and Chino primarily servicing Mountain Avenue. The north-south route provides service to the Montclair Transit Center, Mountain Green and Mountain Square shopping centers in Upland, Ontario High School, Chino City Hall, and the Chino Transit Center. No change is proposed for Route 84.

Exhibit 100: Route 84 Map

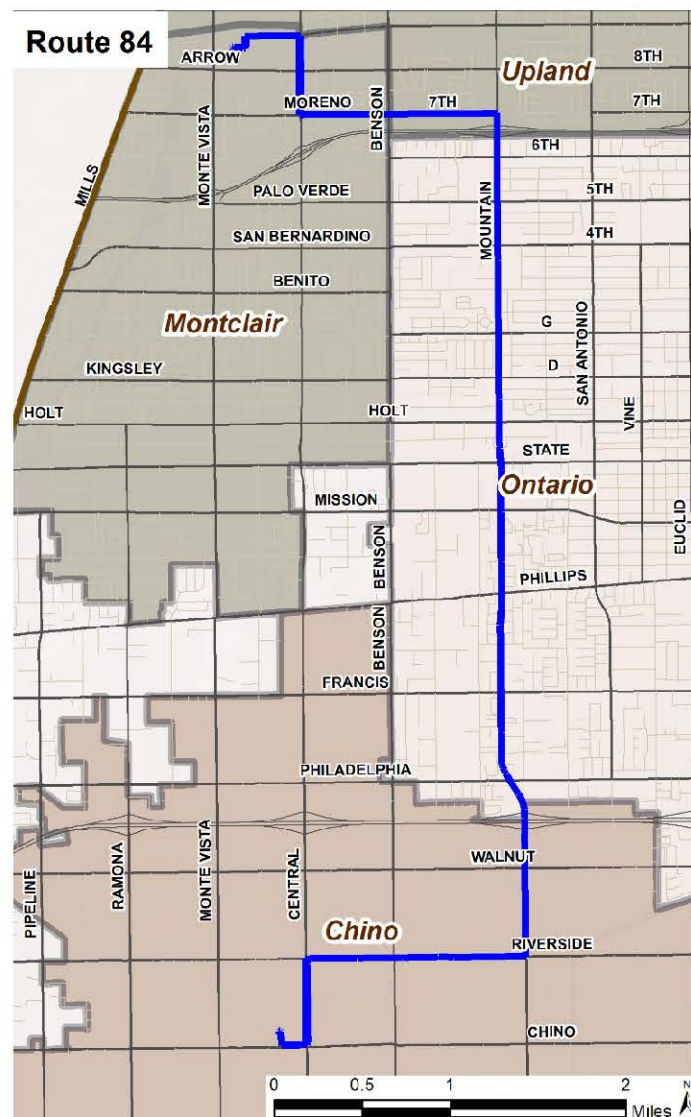


Exhibit 101: Route 84 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	2	2	2
Frequency	60	60	60
Span	6am-9pm	6am-8pm	6am-8pm
Rev. Hours			
Daily	30	28	28
Annual	7,700	1,500	1,500
Annual Total Revenue Hours	10,700		

Route 85

Route 85 is a north-south route serving Rancho Cucamonga, Upland, Montclair, and Chino. Primary destinations along the route include Chaffey College in Rancho Cucamonga, the Rancho Cucamonga Quakes Stadium, San Antonio Regional Hospital in Upland, the Montclair Transit Center, Chino Valley Medical Center, Chino City Hall, and the Chino Transit Center.

Exhibit 102: Route 85 Map

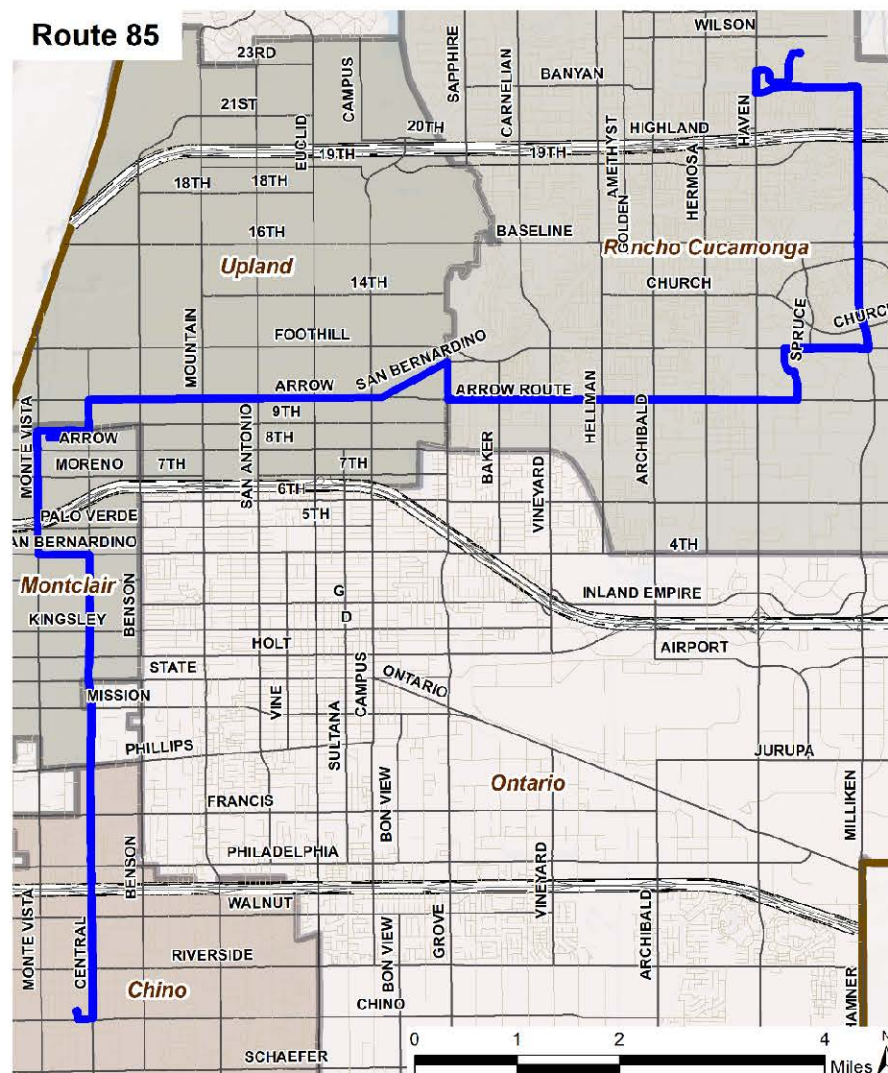


Exhibit 103: Route 85 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	6	3	3
Frequency	30	60	60
Span	4am-11pm	6am-8pm	6am-8pm
Rev. Hours			
Daily	114	42	42
Annual	29,100	2,200	2,200
Annual Total Revenue Hours	33,500		

Route 87

Route 87 is a north-south route providing service to Rancho Cucamonga, Ontario, and Eastvale in Riverside County where customers can connect with RTA Routes 3 & 29. The route provides service to Chaffey College in Rancho Cucamonga, Alta Loma High School, Downtown Ontario, the Bon View Community Center and Baldy View Regional Occupational Program center in Ontario, the community of Ontario Ranch, Colony High School, and an Amazon Facility in Eastvale. Route 87 operates Monday through Saturday only. The route provides 60-minute frequency on operating days.

Exhibit 104: Route 87 Map

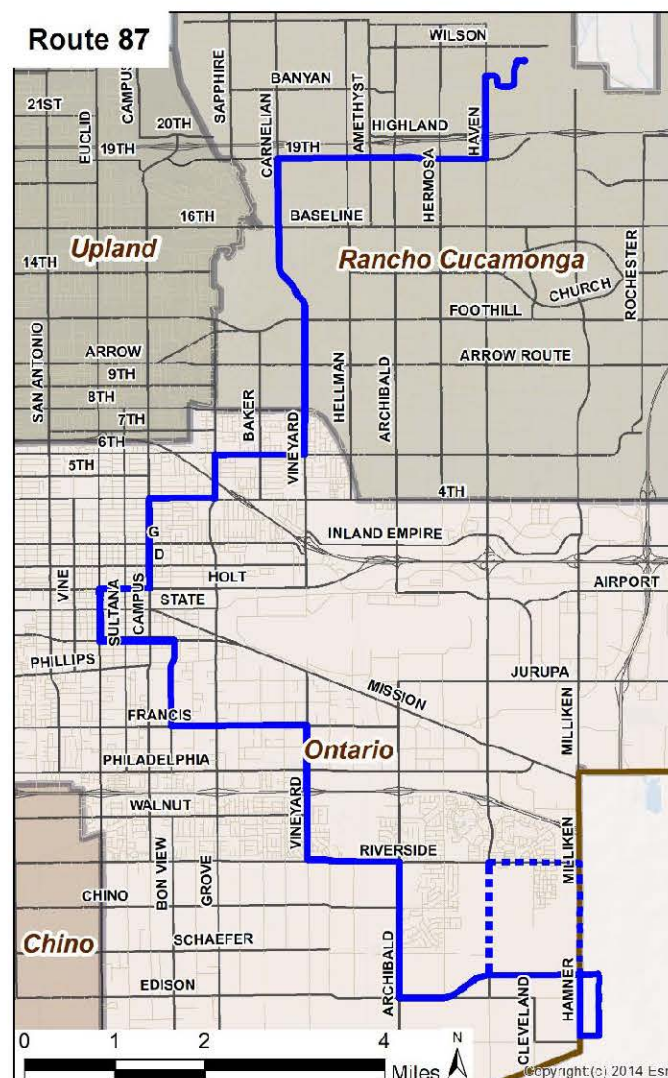


Exhibit 105: Route 87 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	3	3	-
Frequency	60	60	-
Span	4am-10pm	5am-9pm	-
Rev. Hours			
Daily	54	48	-
Annual	13,800	2,500	-
Annual Total Revenue Hours	16,300		

Route 88

Route 88 provides service to the cities of Montclair, Chino, and Chino Hills. The north-south route provides 60-minute frequency during the week and on weekends. Primary destinations include the Montclair Transit Center, Don Lugo High School in Chino, Chino City Hall, the Chino Transit Center, the Chino Spectrum Marketplace, and the Shoppes at Chino Hills.

Exhibit 106: Route 88 Map

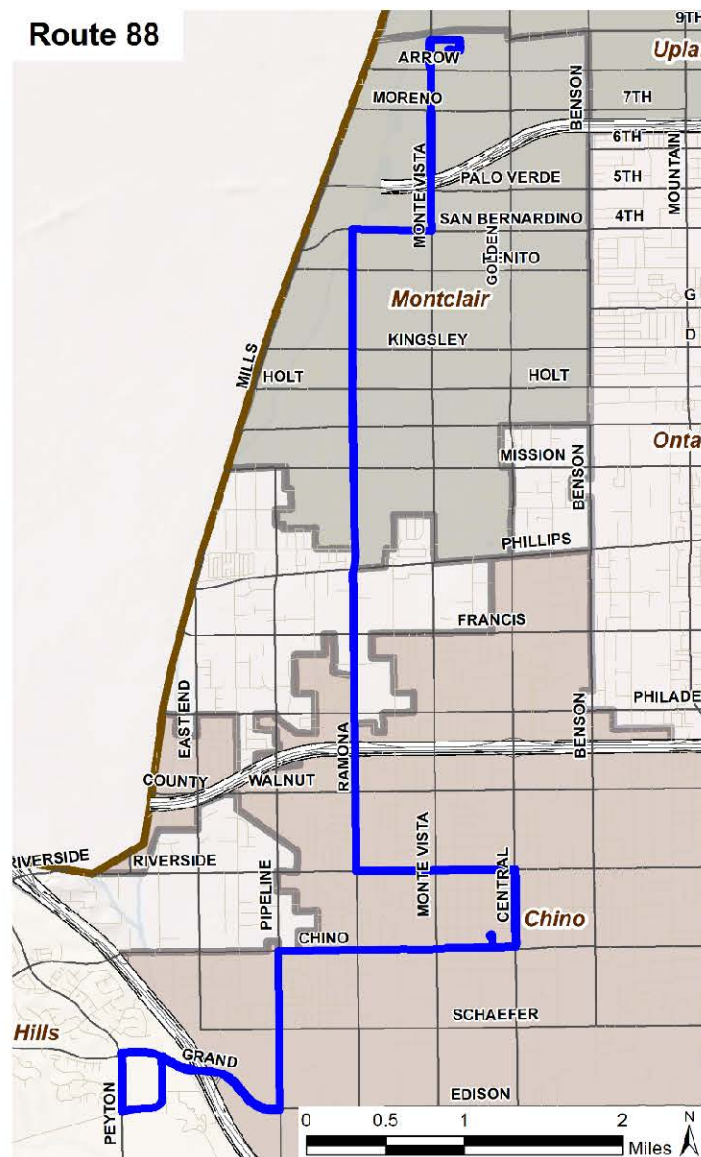


Exhibit 107: Route 88 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	2	2	2
Frequency	60	60	60
Span	4am-10pm	6am-8pm	6am-7pm
Rev. Hours			
Daily	36	28	26
Annual	9,200	1,500	1,400
Annual Total Revenue Hours	12,100		

Route 215

Route 215 is a freeway express route connecting customers between Downtown San Bernardino and Downtown Riverside. The route stops at the San Bernardino Transit Center, CentrepoinTE in Colton, Downtown Riverside, and the Riverside Metrolink Station.

Exhibit 108: Route 215 Map

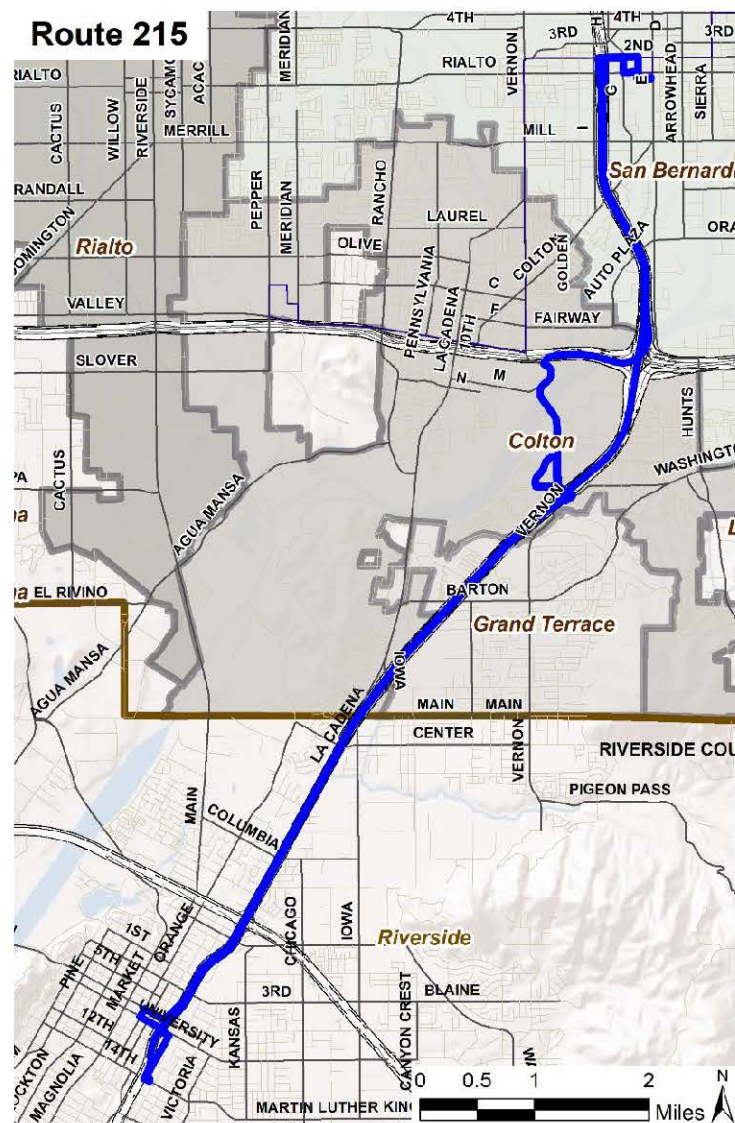


Exhibit 109: Route 215 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	2	2
Frequency	20	30	30
Span	5am-10pm	6am-10pm	6am-8pm
Rev. Hours			
Daily	68	32	28
Annual	17,400	1,700	1,500
Annual Total Revenue Hours	20,600		

Route 290

Route 290 is Omnitrans' second freeway express route operating during weekday peak hours only. The route provides service to Montclair, Ontario, Colton, and San Bernardino. Destinations include the Montclair Transit Center, Ontario Mills, the Arrowhead Regional Medical Center, and the San Bernardino Transit Center.

Route 290 was temporarily suspended in January 2023. Omnitrans will reinstate the route as part of the service resumption plan projected through FY2025.

Exhibit 110: Route 290 Map

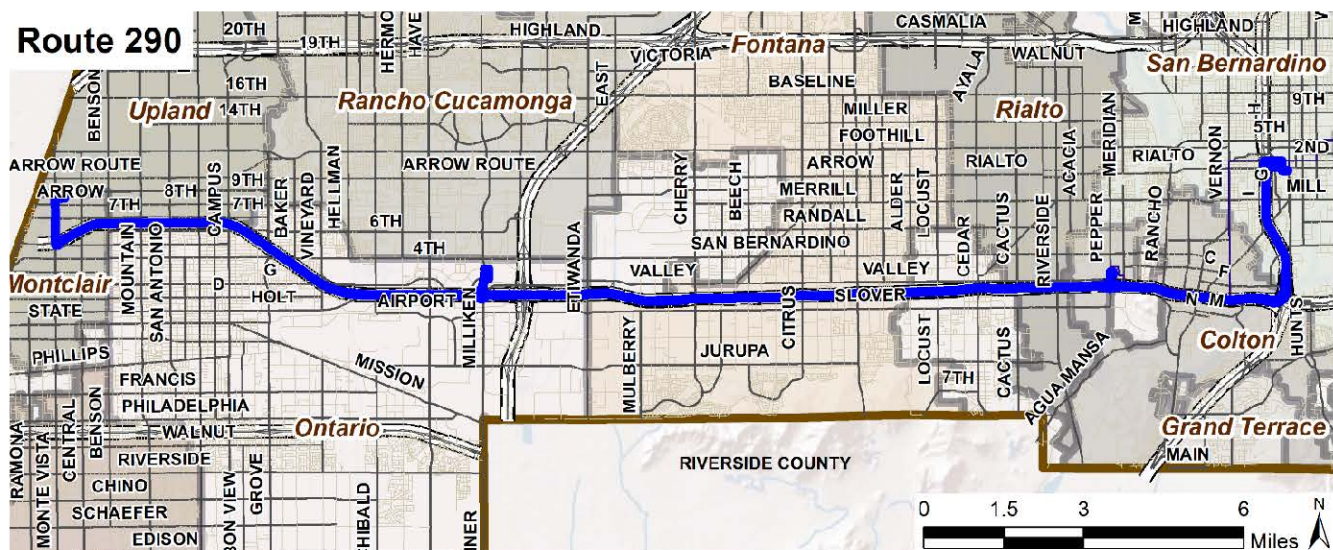


Exhibit 111: Route 290 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	3	-	-
Frequency	Peak only	-	-
Span	4am-9pm	-	-
Rev. Hours			
Daily	22	-	-
Annual	5,610	-	-
Annual Total Revenue Hours	5,610		

Route 300 SB Connect

Route 300 SB Connect is a first-last mile pilot shuttle providing service in Downtown San Bernardino. The line began service in conjunction with the start of the Metrolink Arrow service in October 2022. This first-last mile shuttle connects passengers to and from the San Bernardino Transit Center to County offices and courts in Downtown San Bernardino. This route operates weekdays only. The route was implemented as planned in the FY2023 Annual Service Plan.

Exhibit 112: Route 300 Map

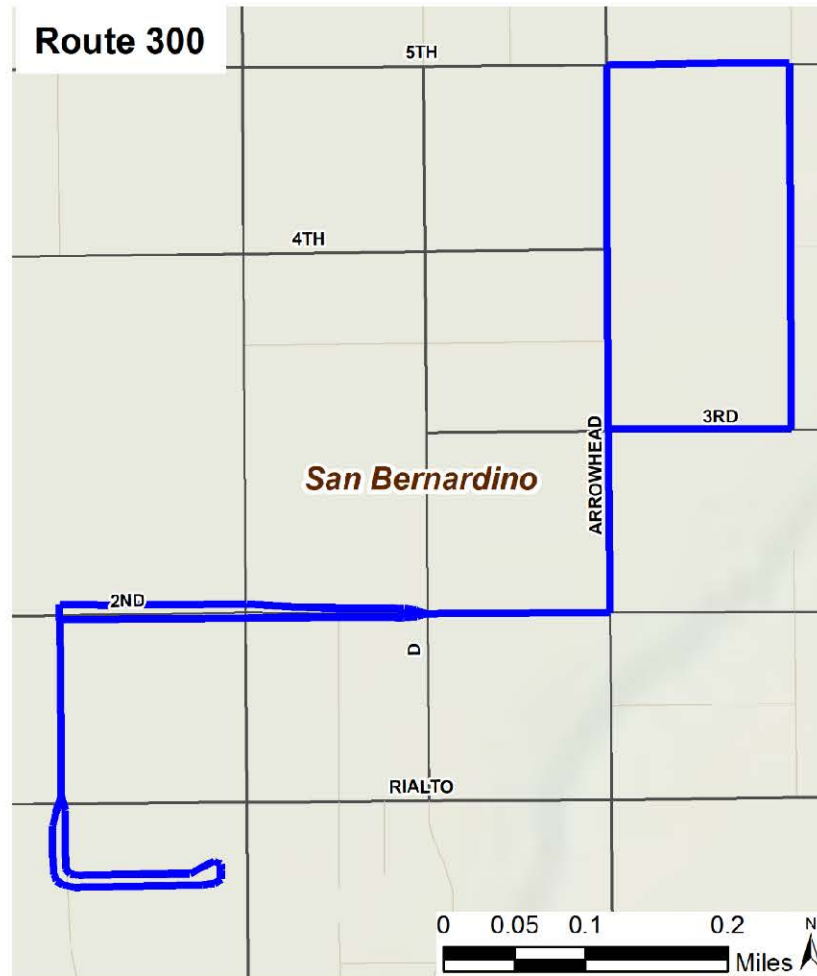


Exhibit 113: Route 300 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	1	-	-
Frequency	20/30	-	-
Span	6am-7pm	-	-
Rev. Hours			
Daily	13	-	-
Annual	3,315	-	-
Annual Total Revenue Hours	3,315		

Route 305

Route 305 is a community circulator fixed route operating between San Bernardino and Grand Terrace. Main destinations along this route include Downtown San Bernardino, San Bernardino Transit Center, an Amazon facility, the Inland Regional Center, and Town Square in Grand Terrace. The route operates at an hourly frequency all service days.

Exhibit 114: Route 305 Map

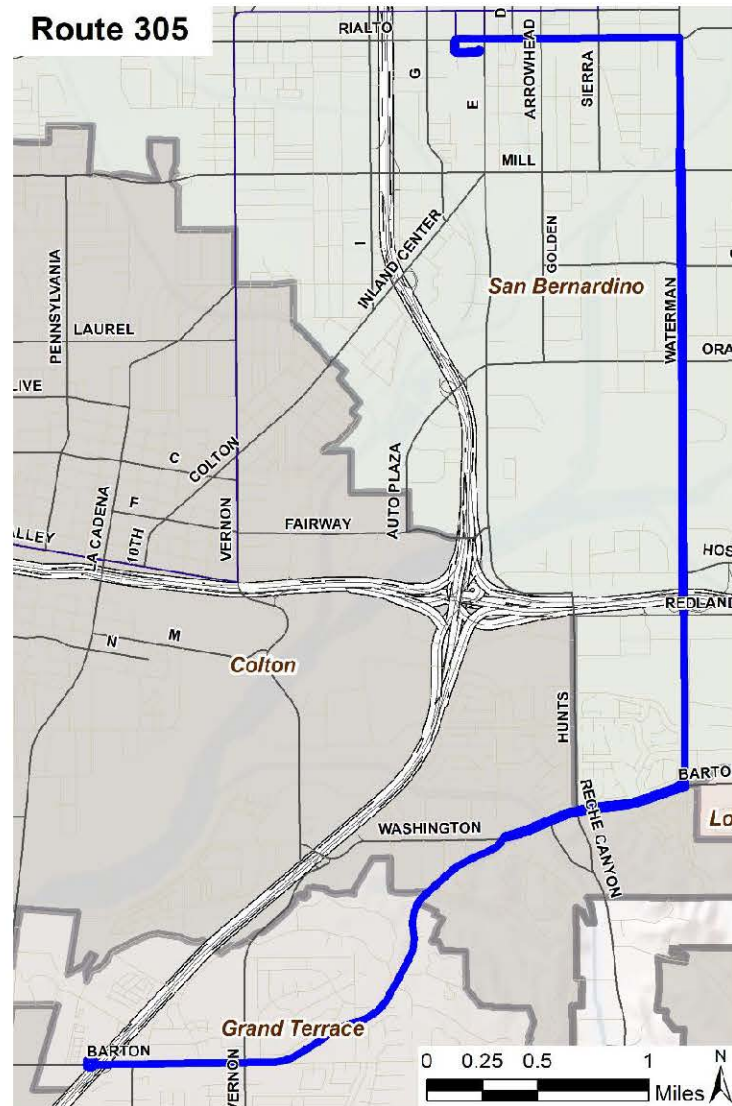


Exhibit 115: Route 305 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	1	1	1
Frequency	60	60	60
Span	5am-10pm	7am-8pm	7am-7pm
Rev. Hours			
Daily	17	13	12
Annual	4,400	680	630
Annual Total Revenue Hours	5,710		

Route 312

Route 312 is a community circulator fixed route operating in San Bernardino, Rialto, Fontana, and the unincorporated community of Muscoy. The route provides a one-seat ride between Cal State San Bernardino, Renaissance Marketplace in Rialto, and the Fontana Metrolink Station in Downtown Fontana. This route operates hourly service all service days.

Exhibit 116: Route 312 Map

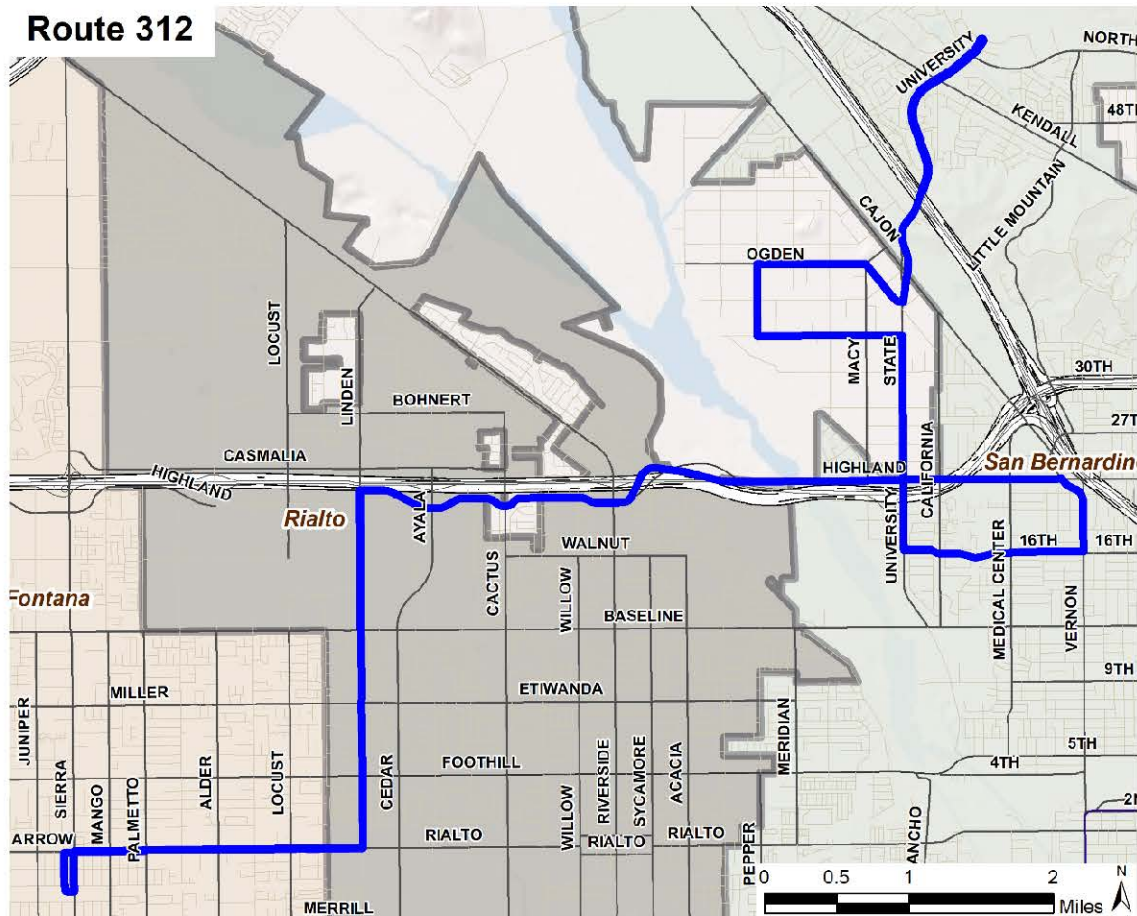


Exhibit 117: Route 312 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	3	3	3
Frequency	60	60	60
Span	5am-10pm	7am-7pm	7am-7pm
Rev. Hours			
Daily	51	36	36
Annual	13,000	1,900	1,900
Annual Total Revenue Hours	16,800		

Route 319

Route 319 is a community circulator fixed route operating in the city of Yucaipa. Prior to the ConnectForward implementation, Yucaipa had three community circulator routes. Route 319 is a consolidation of those three routes. The route provides service to the Yucaipa Transit Center, Yucaipa City Hall and Library, and Yucaipa Regional Park. Route 319 operates weekdays only with hourly frequency.

Exhibit 118: Route 312 Map

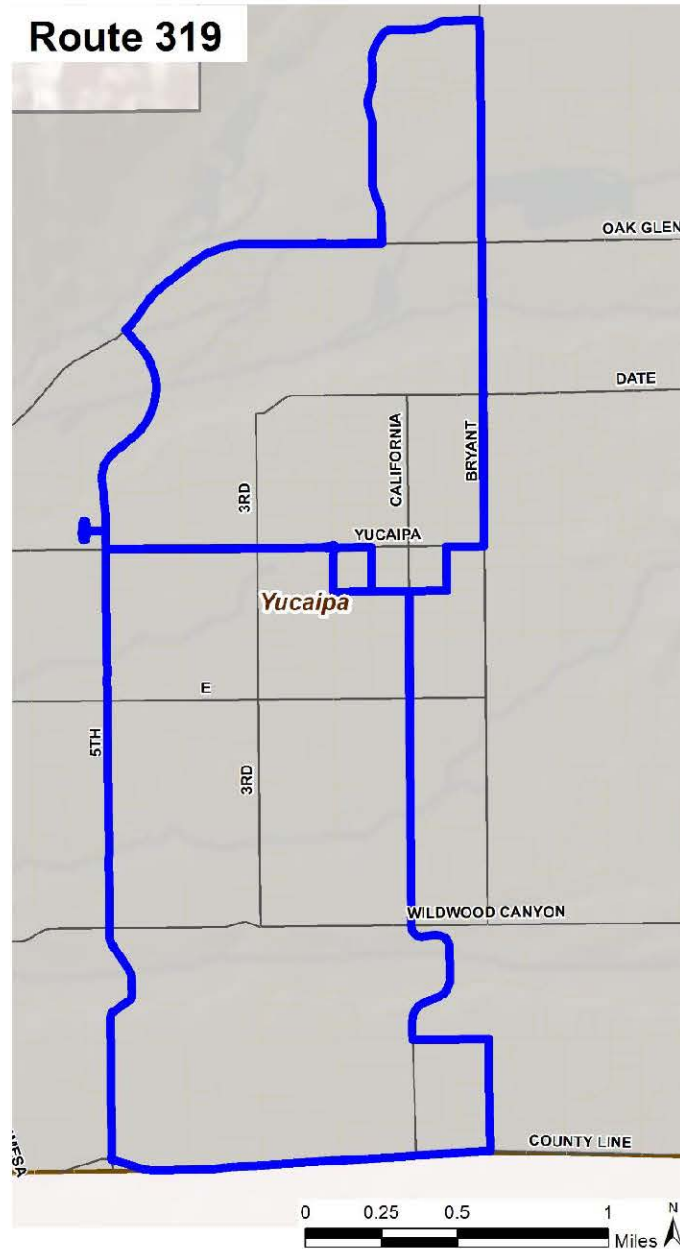


Exhibit 119: Route 319 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	1	-	-
Frequency	60	-	-
Span	6am-8pm	-	-
Rev. Hours			
Daily	14	-	-
Annual	3,600	-	-
Annual Total Revenue Hours	3,600		

Route 380 ONT Connect

Route 380 ONT Connect is Omnitrans' second first-last mile pilot shuttle operating in Rancho Cucamonga and Ontario. The route began service in August 2022 as part of the FY2023 Annual Service Plan. The route provides bus and rail connectivity so passengers can connect between the Rancho Cucamonga Metrolink Station and the Ontario International Airport. The service is operated all service days to provide maximum connectivity between the two destinations.

Exhibit 120: Route 380 Map

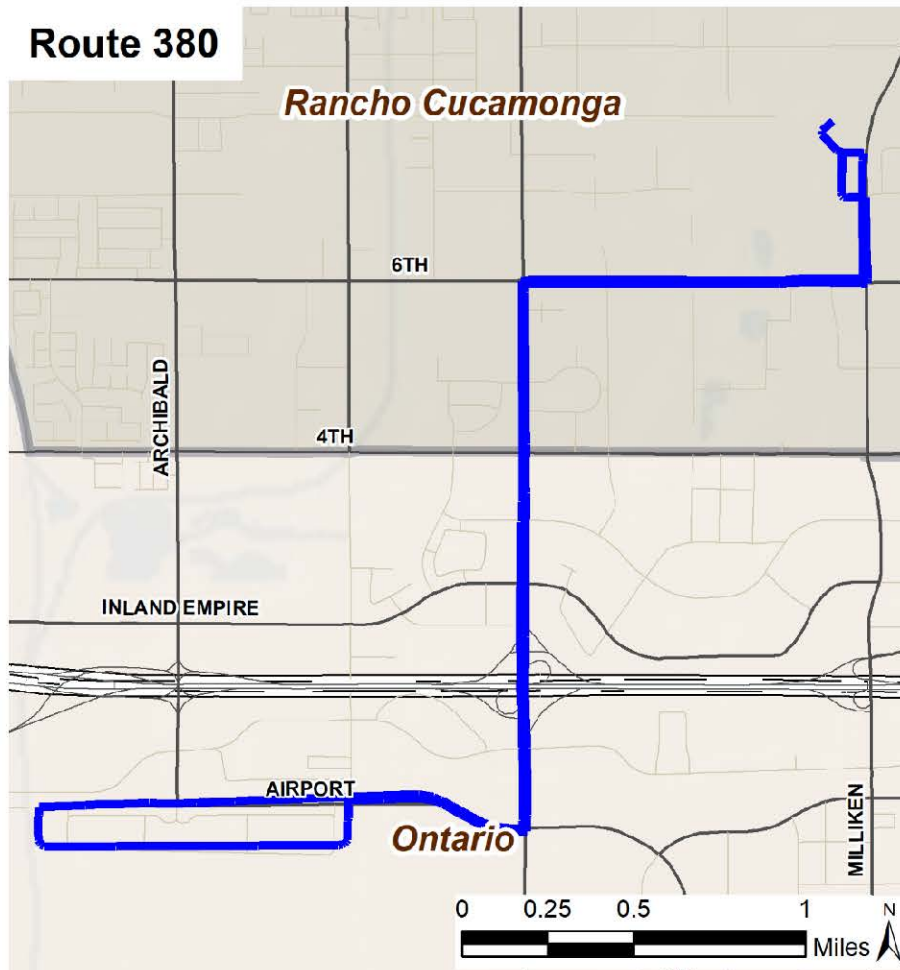


Exhibit 121: Route 380 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	1	1	1
Frequency	35/60	60	60
Span	4am-11pm	7am-11pm	7am-11pm
Rev. Hours			
Daily	20	16	16
Annual	5,100	840	840
Annual Total Revenue Hours	6,780		

West Valley Connector

The West Valley Connector project is Omnitrans' second sbX bus rapid transit line. Once operational, the West Valley Connector will be named the sbX Purple Line. The route is scheduled to begin revenue service between May and November 2025. In this SRTP, all projects are based on service implementation meeting the earliest date of May 2025.

The sbX Purple Line will have capital investments similar to the sbX Green Line. The sbX Purple Line will use 40-foot 100% electric buses and will provide level boarding at the left side station platform types through the left door. The line will have center and side running stations (a total of 22 stations), transit signal priority (TSP), security cameras, and branded pylons. sbX Purple Line stations are also being designed to accommodate 60-foot sbX vehicles for future operations.

The route will provide service to Pomona, Montclair, Ontario, and Rancho Cucamonga. Main destinations are the Pomona Transit Center, the Ontario Civic Center, the Ontario International Airport, Ontario Mills, the Cucamonga Station, and Victoria Gardens.

The sbX Purple Line is planned to operate weekdays only. During weekday peak hours the route will operate at 10-minute frequency and during off-peak hours the route will operate at 15-minute frequency. In the Unconstrained Plan, it is proposed the line operate over the weekend as well.

Exhibit 122: sbX Purple Line Map

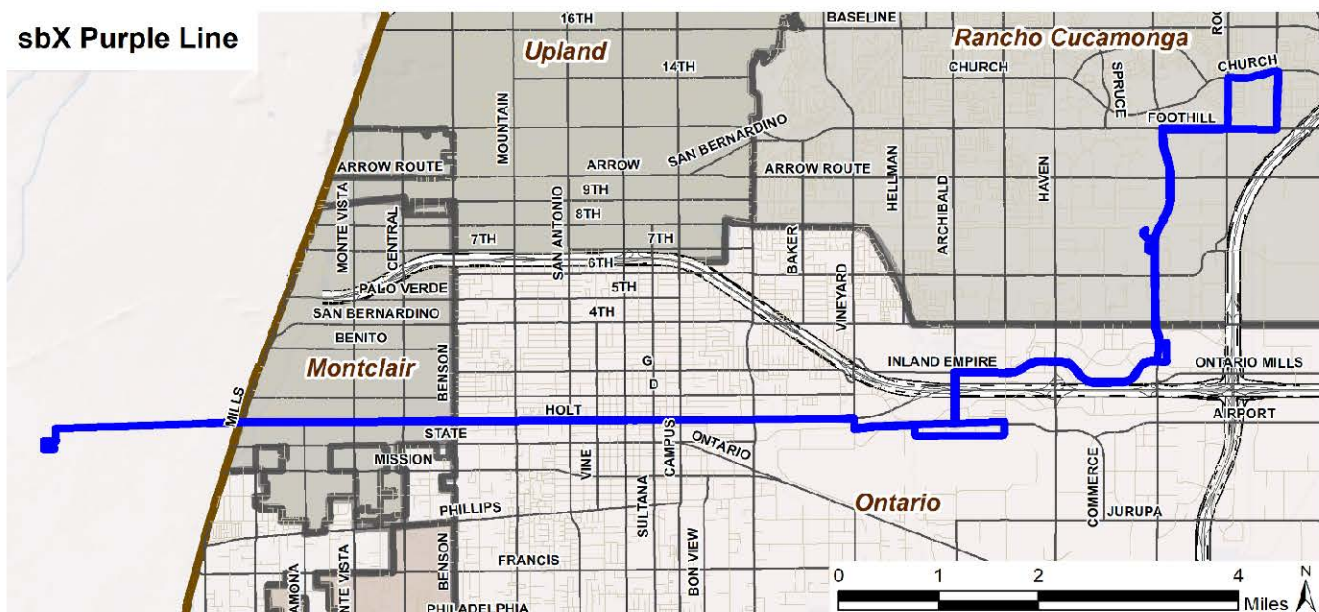


Exhibit 123: sbX Purple Line Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	15	-	-
Frequency	10/15	-	-
Span	6am-8pm	-	-
Rev. Hours			
Daily	167	-	-
Annual	42,600	-	-
Annual Total Revenue Hours		42,600	

Microtransit

OmniRide is an origin-to-destination general-public demand-response service. The service is reservation-based similar to transportation network companies (TNCs) such as Uber and Lyft. As of FY2023 Omnitrans has three OmniRide programs in Chino/Chino Hills, Upland, and Bloomington, respectively. The service is designed to provide on-demand service to/from Omnitrans' fixed route bus service. OmniRide customers receive an Omnitrans Day Pass to use and transfer to Omnitrans' fixed route services from any OmniRide program. The services have been effective in providing additional mobility options in these communities. There are no plans to modify the existing OmniRide programs.

OmniRide Chino/Chino Hills

Omnitrans implemented the first microtransit program in FY2021 primarily serving the City of Chino Hills and parts of Chino as shown in Exhibit 124. Customers using OmniRide Chino Hills can transfer to Routes 83, 84, 85, and 88. This microtransit program serves the Chino Transit Center in Chino.

As part of the FY2023 Annual Service Plan, OmniRide Chino Hills was expanded to provide residents along Riverside Avenue a mobility option and it was also expanded to large employer and distribution centers along south Euclid Avenue between Kimball and Pine Avenues. Including the expanded area, this microtransit boundary zone is 32.4 square miles.

Major destinations include an Amazon facility, Ayala High School, the Shoppes at Chino Hills, the Chino Chaffey College campus, Chino City Hall, Chino Hills High School, the Spectrum Marketplace, and Don Lugo High School. OmniRide Chino Hills operates on weekdays only from 6am-8pm.

Exhibit 124: OmniRide Chino/Chino Hills Map

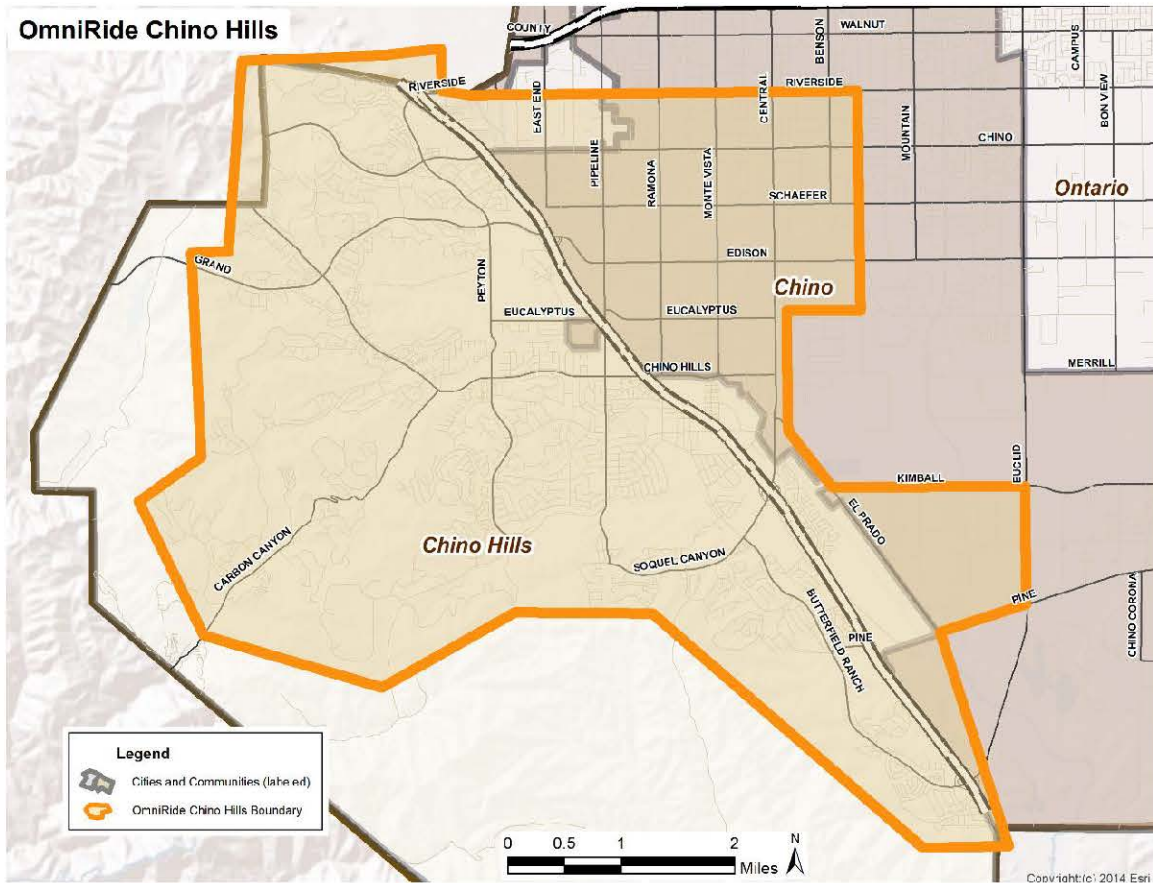


Exhibit 125: OmniRide Chino/Chino Hills Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	2	-	-
Frequency	On-Demand	-	-
Span	6am-8pm	-	-
Rev. Hours			
Daily	21	-	-
Annual	5,400	-	-
Annual Total Revenue Hours	5,400		

OmniRide Upland

OmniRide Upland began service in August 2021. This program primarily serves the City of Upland but was expanded into Montclair and into Rancho Cucamonga as part of the FY2023 Annual Service Plan. Service was expanded into Montclair to serve the Montclair Place and into Rancho Cucamonga to service some shopping plazas along Carnelian Street between 19th Street and Base Line Road. With the expansion, this microtransit boundary is 16.90 square miles. Exhibit 126 shows the extent of OmniRide Upland.

Customers using OmniRide Upland can connect to Routes 66, 83, 84, 85, 87, and 88. OmniRide Upland provides service to the Montclair Transit Center where customers can connect with Foothill Transit or

Metrolink. This program also provides service to the Upland Metrolink Station in Upland on East A Street.

Major destinations also include Colonies Crossroads in Upland, Downtown Upland, Montclair Place, San Antonio Regional Hospital, Upland High School, and the Upland Village Shopping Mall. OmniRide Upland operates on weekdays only from 6am-8pm.

Exhibit 126: OmniRide Upland Map

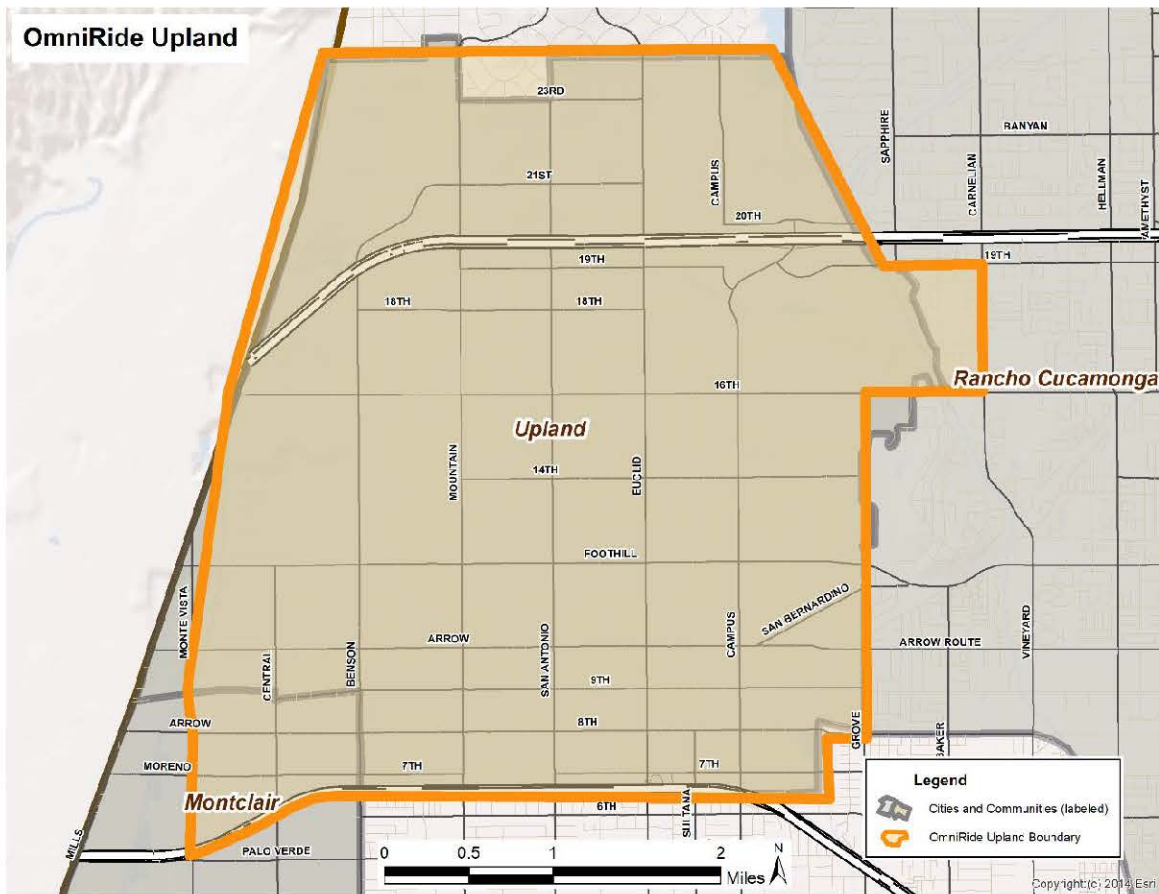


Exhibit 127: OmniRide Upland Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	1	-	-
Frequency	On-Demand	-	-
Span	6am-8pm	-	-
Rev. Hours			
Daily	14	-	-
Annual	3,600	-	-
Annual Total Revenue Hours	3,600		

OmniRide Bloomington

OmniRide Bloomington began service in January 2022. This program primarily serves the unincorporated community of Bloomington, but also covers parts of west Colton, south Rialto, and southwest Fontana as shown in Exhibit 128. This microtransit boundary is 13.33 square miles.

Primary destinations include an Amazon facility, Arrowhead Regional Medical Center, Bloomington High School, the Lillian Court Senior Community, the Bloomington Branch Library, Bel-Air Swap Meet, Kaiser Permanente, Palm Court Shopping Center, and the South Fontana Transfer Center.

Customers using OmniRide Bloomington can transfer to Routes 1, 19, 22, 61, and 82. OmniRide Bloomington operates on weekdays and Saturday only from 6am-8pm.

Exhibit 128: OmniRide Bloomington Map

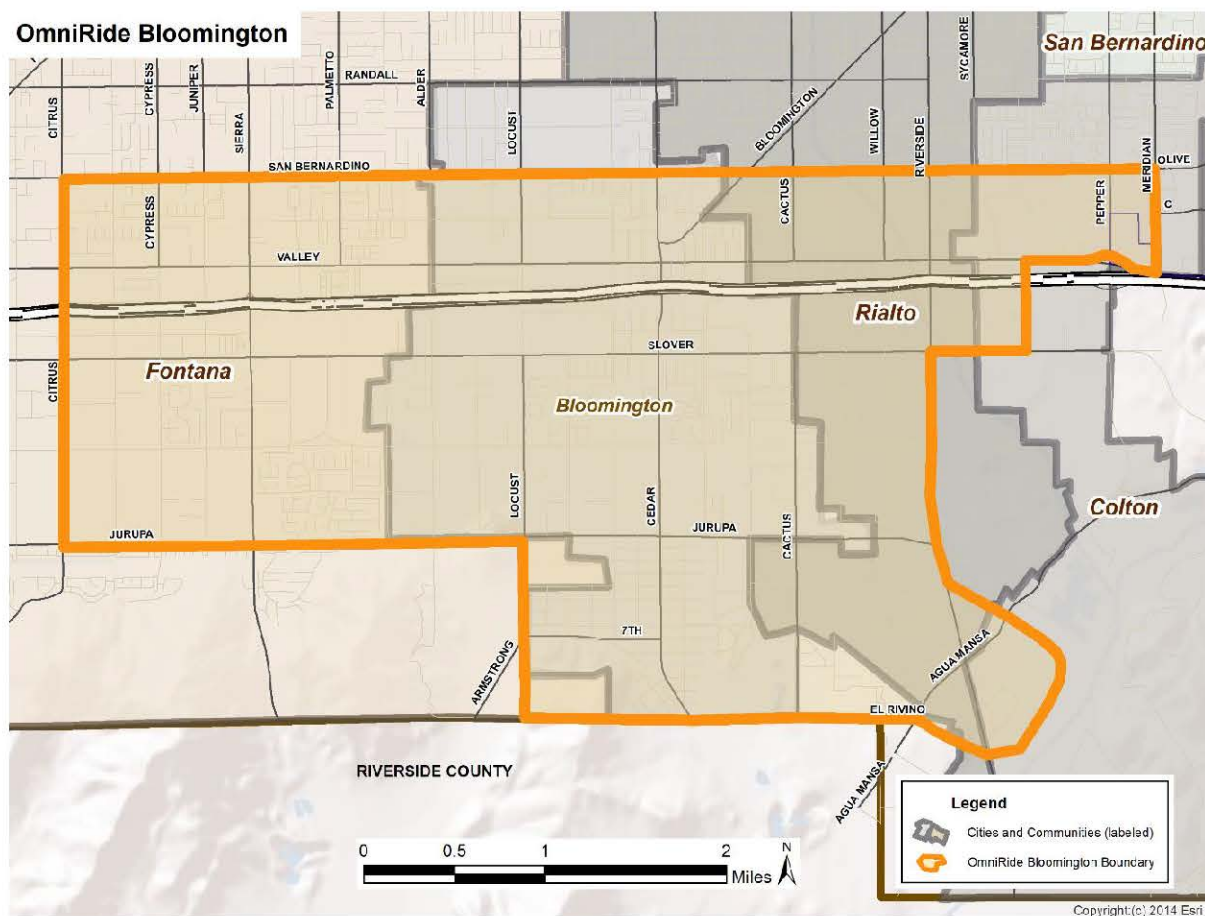


Exhibit 129: OmniRide Bloomington Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	2	2	-
Frequency	On-Demand	On-Demand	-
Span	6am-8pm	6am-8pm	-
Rev. Hours			
Daily	28	28	-
Annual	7,140	1,460	-
Annual Total Revenue Hours	8,600		

Service Level Forecasts

The following nine tables are based on the service changes proposed. The primary drivers of the forecasts are service resumption, the introduction of the sbX Purple Line, and the proposed fare increases described in the Fare Policy chapter. Exhibit 130 shows the Systemwide forecast for FY2023-FY2029. This table represents forecasts for all services including Fixed Route, sbX, Contracted Services, First-Last Mile Shuttles, OmniAccess, and OmniRide.

Exhibit 130: Systemwide Operating Statistics

Systemwide (All Services, in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$13,595	\$11,545	\$6,443	\$7,804	\$8,089	\$9,765	\$10,779	\$12,669	\$13,435	\$14,008	\$15,033	\$15,300
	Operating Costs	\$94,814	\$87,588	\$76,887	\$68,122	\$90,593	\$102,991	\$111,827	\$122,070	\$127,823	\$133,342	\$137,862	\$143,100
Operating Data	Revenue Miles	11,425	10,146	6,824	7,407	8,588	9,746	10,769	11,249	11,280	11,355	11,225	11,200
	Total Miles	12,818	11,320	7,538	8,188	9,614	10,890	12,150	12,604	12,669	12,696	12,464	12,400
	Revenue Hours	833	738	497	532	635	709	742	780	788	796	794	790
	Total Hours	898	793	536	586	682	763	797	841	851	861	862	858
	Passengers	10,864	9,024	4,024	5,101	6,350	7,655	8,407	8,912	9,459	9,864	9,690	9,800
Fleet Data	Peak Rev. Fleet	251	252	134	139	179	191	220	226	234	237	240	240
	Spare Fleet	32	31	40	41	44	46	52	53	55	56	56	56
	Total Fleet	283	283	174	180	223	238	272	279	289	293	296	296
Key Stats	Passengers per Hour	13.0	12.2	8.1	9.6	10.0	10.8	11.3	11.4	12.0	12.4	12.2	12.1

Exhibit 131: Total Fixed Route Operating Statistics including Directly Operated, BRT, Purchased and First-Last Mile

Total Fixed Route (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$12,150	\$10,361	\$6,022	\$7,036	\$7,408	\$8,896	\$9,748	\$11,389	\$12,094	\$12,615	\$13,506	\$13,700
	Operating Costs	\$78,286	\$74,213	\$68,176	\$57,313	\$73,441	\$84,985	\$91,084	\$99,395	\$103,611	\$107,710	\$110,949	\$114,900
Operating Data	Revenue Miles	9,111	8,259	6,035	6,155	6,988	7,669	8,270	8,734	8,747	8,806	8,720	8,700
	Total Miles	9,917	8,971	6,542	6,706	7,627	8,366	9,039	9,544	9,540	9,595	9,512	9,500
	Revenue Hours	676	612	446	458	525	600	613	640	642	645	640	640
	Total Hours	709	641	466	479	547	626	641	672	674	677	672	672
	Passengers	10,503	8,778	3,958	4,974	6,160	7,414	8,123	8,628	9,162	9,557	9,386	9,500
Fleet Data	Peak Rev. Fleet	155	156	102	102	129	138	153	149	149	149	149	149
	Spare Fleet	32	31	33	33	33	35	38	37	37	37	37	37
	Total Fleet	187	187	135	135	162	173	191	186	186	186	186	186
Key Stats	Passengers per Hour	15.5	14.3	8.9	10.9	11.7	12.4	13.3	13.5	14.3	14.8	14.7	14.7

Exhibit 132: Motor Bus Directly Operated Operating Statistics (Local & Freeway Express)

Motor Bus Directly Operated (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$11,433	\$9,433	\$5,418	\$6,318	\$6,714	\$7,941	\$8,616	\$9,676	\$10,268	\$10,716	\$11,475	\$11,716
	Operating Costs	\$69,730	\$65,572	\$60,584	\$51,116	\$65,048	\$74,466	\$78,629	\$80,747	\$84,095	\$87,492	\$90,132	\$93,316
Operating Data	Revenue Miles	8,111	7,235	5,188	5,382	6,146	6,591	7,065	6,979	6,988	7,032	6,970	6,991
	Total Miles	8,785	7,818	5,618	5,865	6,706	7,191	7,723	7,628	7,624	7,664	7,604	7,661
	Revenue Hours	607	541	387	403	462	521	525	516	517	520	516	517
	Total Hours	635	565	403	421	481	542	548	541	542	545	541	542
	Passengers	9,624	7,996	3,561	4,466	5,584	6,618	7,180	7,330	7,779	8,118	7,975	8,116
Fleet Data	Peak Rev. Fleet	136	136	88	88	110	119	119	115	115	115	115	115
	Spare Fleet	26	26	17	17	22	24	24	23	23	23	23	23
	Total Fleet	162	162	105	105	132	143	143	138	138	138	138	138
Key Stats	Passengers per Hour	15.9	14.8	9.2	11.1	12.1	12.7	13.7	14.2	15.0	15.6	15.5	15.9

Exhibit 133: sbX Operating Statistics (Green and Purple Lines)

Bus Rapid Transit (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$585	\$704	\$467	\$535	\$533	\$779	\$942	\$1,497	\$1,597	\$1,661	\$1,775	\$1,848
	Operating Costs	\$6,295	\$5,896	\$3,562	\$2,744	\$4,130	\$6,044	\$7,755	\$13,761	\$14,433	\$14,952	\$15,361	\$15,916
Operating Data	Revenue Miles	651	600	372	371	423	659	786	1,336	1,340	1,354	1,332	1,336
	Total Miles	710	652	398	397	455	709	850	1,450	1,450	1,462	1,443	1,447
	Revenue Hours	44	40	25	25	29	45	54	90	91	91	90	90
	Total Hours	46	42	26	26	30	47	57	95	96	96	95	95
	Passengers	765	688	307	379	443	649	785	1,134	1,210	1,258	1,234	1,236
Fleet Data	Peak Rev. Fleet	12	12	6	6	12	12	27	27	27	27	27	27
	Spare Fleet	3	3	9	9	3	3	6	6	6	6	6	6
	Total Fleet	15	15	15	15	15	15	33	33	33	33	33	33
Key Stats	Passengers per Hour	17.5	17.2	12.2	15.0	15.4	14.5	14.5	12.6	13.3	13.8	13.7	14.0

Exhibit 134: Contracted Fixed Route Operating Statistics excluding First-Last Mile Shuttles

Motor Bus Purchased (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$132	\$224	\$137	\$183	\$142	\$156	\$168	\$191	\$203	\$211	\$227	\$236
	Operating Costs	\$2,261	\$2,745	\$4,031	\$3,453	\$3,247	\$3,409	\$3,580	\$3,723	\$3,872	\$4,011	\$4,156	\$4,301
Operating Data	Revenue Miles	349	423	475	402	334	333	333	333	333	335	332	333
	Total Miles	421	501	525	444	365	364	365	365	365	368	364	364
	Revenue Hours	25	31	34	30	25	25	25	25	25	25	25	25
	Total Hours	28	34	36	31	26	26	26	26	26	26	26	26
	Passengers	114	93	90	129	118	130	140	145	153	160	157	160
Fleet Data	Peak Rev. Fleet	7	8	8	8	5	5	5	5	5	5	5	5
	Spare Fleet*	3	2	7	7	7	7	7	7	7	7	7	7
	Total Fleet*	10	10	15	15	12	12	12	12	12	12	12	12
Key Stats	Passengers per Hour	4.5	3.0	2.6	4.3	4.7	5.2	5.6	5.8	6.1	6.4	6.3	6.6

*Spares are Shared with OmniAccess (Flex Vehicles)

Exhibit 135: First-Last Mile Shuttle Operating Statistics

First-Last Mile Shuttles (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$-	\$-	\$-	\$-	\$19	\$20	\$22	\$25	\$26	\$27	\$29	\$30
	Operating Costs	\$-	\$-	\$-	\$-	\$1,016	\$1,066	\$1,120	\$1,164	\$1,211	\$1,255	\$1,300	\$1,344
Operating Data	Revenue Miles	-	-	-	-	86	86	86	86	86	86	86	86
	Total Miles	-	-	-	-	101	101	101	101	101	101	101	101
	Revenue Hours	-	-	-	-	9	9	9	9	9	9	9	9
	Total Hours	-	-	-	-	10	10	10	10	10	10	10	10
	Passengers	-	-	-	-	15	17	18	19	20	21	20	20
Fleet Data	Peak Revenue Fleet	-	-	-	-	2	2	2	2	2	2	2	2
	Spare Fleet	-	-	-	-	1	1	1	1	1	1	1	1
	Total Fleet	-	-	-	-	3	3	3	3	3	3	3	3
Key Stats	Passengers per Hour	0.0	0.0	0.0	0.0	1.8	1.9	2.0	2.1	2.2	2.3	2.2	2.2

Exhibit 136: Total Demand Response Operating Statistics including OmniAccess, OmniRide & CTSA

Total Demand Response (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$1,445	\$1,184	\$421	\$767	\$681	\$869	\$1,031	\$1,280	\$1,341	\$1,393	\$1,527	\$1,595
	Operating Costs	\$16,528	\$13,374	\$8,710	\$10,209	\$13,922	\$14,614	\$17,182	\$18,971	\$20,360	\$21,641	\$22,779	\$23,999
Operating Data	Revenue Miles	2,314	1,887	789	1,252	1,600	2,077	2,500	2,516	2,533	2,549	2,505	2,555
	Total Miles	2,901	2,349	996	1,482	1,987	2,525	3,111	3,060	3,129	3,101	2,951	2,999
	Revenue Hours	157	126	51	74	110	109	129	140	146	151	154	154
	Total Hours	189	152	70	107	135	137	156	170	177	184	191	191
	Passengers	360	247	66	127	190	241	284	284	297	307	304	304
Fleet Data	Peak Revenue Fleet	96	96	32	37	50	53	67	77	85	88	91	91
	Spare Fleet	-	-	7	8	11	12	14	16	18	19	19	19
	Total Fleet	96	96	39	45	61	65	81	93	103	107	110	110
Key Stats	Passengers per Hour	2.3	2.0	1.3	1.7	1.7	2.2	2.2	2.0	2.0	2.0	2.0	2.0

Exhibit 137: OmniAccess Operating Statistics

OmniAccess (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$1,445	\$1,184	\$413	\$744	\$619	\$804	\$965	\$1,208	\$1,268	\$1,319	\$1,448	\$1,448
	Operating Costs	\$16,528	\$13,374	\$8,140	\$8,983	\$12,146	\$12,818	\$15,224	\$16,935	\$18,242	\$19,447	\$20,590	\$21,666
Operating Data	Revenue Miles	2,314	1,887	766	1,170	1,467	1,944	2,367	2,383	2,400	2,416	2,372	2,372
	Total Miles	2,901	2,349	950	1,385	1,834	2,372	2,958	2,907	2,976	2,948	2,798	2,834
	Revenue Hours	157	126	46	61	92	92	111	122	128	133	137	137
	Total Hours	189	152	64	92	113	115	134	148	155	162	169	169
	Passengers	360	247	63	114	165	215	257	258	271	281	278	278
Fleet Data	Peak Revenue Fleet	96	96	29	34	45	48	62	72	80	83	86	86
	Spare Fleet	-	-	6	7	9	10	12	14	16	17	17	17
	Total Fleet	96	96	35	41	54	58	74	86	96	100	103	103
Key Stats	Passengers per Hour	2.3	2.0	1.4	1.9	1.8	2.3	2.3	2.1	2.1	2.1	2.0	2.0

Exhibit 138: OmniRide Operating Statistics

OmniRide (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Fare Revenue	\$-	\$-	\$8	\$24	\$62	\$65	\$66	\$72	\$73	\$74	\$79	\$84
	Operating Costs	\$-	\$-	\$571	\$1,226	\$1,776	\$1,796	\$1,958	\$2,036	\$2,118	\$2,194	\$2,189	\$2,240
Operating Data	Revenue Miles	-	-	23	82	133	133	133	133	133	133	133	133
	Total Miles	-	-	46	97	153	153	153	153	153	153	153	153
	Revenue Hours	-	-	5	13	18	17	18	18	18	18	17	17
	Total Hours	-	-	6	15	22	22	22	22	22	22	22	22
	Passengers	-	-	3	12	25	26	27	26	26	26	26	26
Fleet Data	Peak Revenue Fleet	-	-	3	3	5	5	5	5	5	5	5	5
	Spare Fleet	-	-	1	1	2	2	2	2	2	2	2	2
	Total Fleet	-	-	4	4	7	7	7	7	7	7	7	7
Key Stats	Passengers per Hour	0.0	0.0	0.7	1.0	1.4	1.5	1.5	1.4	1.4	1.4	1.5	1.5

Exhibit 139: CTSA Costs

CTSA (in Thousands)		Actuals				Budget	Projections						
		FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Financial	Operating Costs	\$-	\$-	\$-	\$600	\$3,230	\$3,392	\$3,561	\$3,704	\$3,852	\$3,991	\$4,134	\$4,277

UNCONSTRAINED PLAN

The unconstrained operating plan describes services that meet community needs to enhance mobility and ease of use of Omnitrans' system. The services described are in line with service warrants but without additional funding these services are beyond the long-term sustainable financial capacity of the Agency. Omnitrans will seek both formula and competitive local, state, and federal funding to implement these services either as pilot programs or new fully implemented services.

The Unconstrained Plan is built on existing services and planned funded future services described in the constrained operating plan. During the period FY2023 through FY2025, Omnitrans' primary service focus remains on service resumption. During FY2025, Omnitrans' primary service focus will be implementing the sbX Purple Line, which is the operational name of the BRT service developed as the West Valley Connector. The services described in the unconstrained plan are designed to build upon the restored service level and the sbX Purple Line to increase ridership by improving the convenience and ease of use of Omnitrans' service network.

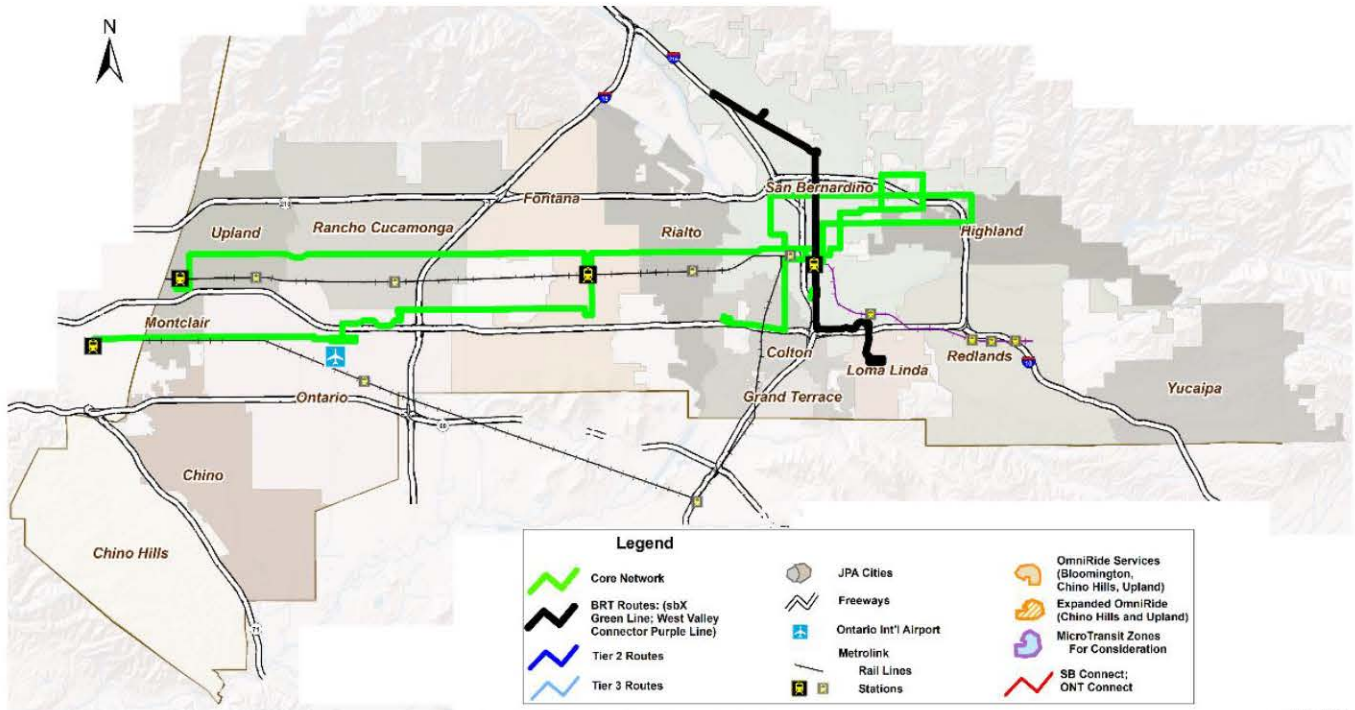
The primary unconstrained services include:

1. Increased frequency on the core network
2. Adding weekend service on the sbX green and purple lines
3. Implementing a limited stop service that connects the sbX green and purple lines
4. Implementing additional OmniRide services
5. Delivering transit service on currently closed holidays
6. Improved frequency on Haven Avenue
7. Other local routing changes
8. Future BRT network
9. Additional service span
10. Tunnel to Ontario International Airport

Frequency on the Core Network

Six of Omnitrans' 32 routes/services, account for 59% of overall ridership despite requiring only 40% of Omnitrans revenue hours. The productivity of these routes, measured by passengers per hour, is 14.1 compared to the 9.5 systemwide average. These six routes are the sbX green line and Routes 1, 3/4, 14, 61, and 66 as seen in Exhibit 140.

Exhibit 140: Omnitrans' Core Network Map, FY2023



The sbX Green Line has planned 10-minute peak frequency. The western portion of Route 61 will become the sbX purple line also operating at 10-minute service. Enhancing service on the remaining core network (1, 3/4, 14, and 66) can positively impact the greatest number of riders of any service enhancement Omnitrans can implement. Improving the frequency from 15-minute to 10-minute on these routes will allow riders to spontaneously use the system without the need to check schedules. Additionally, these enhancements will significantly improve transfer ease between Omnitrans' busiest routes for these routes and transfer connectivity throughout the rest of the system.

Enhancing the core network service frequency to 10-minutes from approximately 6am-6pm will add 67,700 revenue hours per year at a cost of \$7.7 million per year in escalated 2026 dollars. The details of these estimates by route can be found in Exhibit 141. Omnitrans is initially seeking the core improvements on Routes 1 and 3/4 as the frequency on Routes 14 and 66 would be accomplished by implementing the limited stop service describe below in this chapter.

Exhibit 141: 10-Minute Frequency on Core Network Forecast

Route	Annual Revenue Hours	Annual Operating Cost (2026 dollars)
1	15,300	\$1,744,200
3/4	21,700	\$2,473,800
Sub-Total Route 1, 3/4	37,000	\$4,218,000
14	12,300	\$1,402,200
66	18,400	\$2,097,600
Total Core Routes	67,700	\$7,717,800

Implementation of each of these services requires 27 additional coaches at an estimated cost of \$40.2 million in 2026 dollars. Implementing the core frequency improvements along with the limited stop services would require 14 coaches and \$20.9 million in capital costs. These costs are included in Omnitrans' capital plan.

Weekend Service on sbX

Implementing weekend service on the sbX lines will expand ridership and take full advantage of the capital improvements including enhanced stations, dedicated lanes, and transit signal priority seven days per week.

There are three key reasons to implement weekend service on the sbX Green Line (Sunday) and the sbX Purple Line (Saturday and Sunday).

1. The sbX station enhancements include enhanced shelters, real-time information, security cameras, PA systems, benches, and other amenities. These are critical to customer experience and safety amenities are only used when the service is running. The majority of the bus stops on the underlying local routes do not have these amenities. Running the sbX lines on weekends allows for the use of these enhance amenities. Additionally, the operating infrastructure such as dedicated lanes and transit signal priority will be used 7-days per week enhancing travel speeds for buses and customers on weekends
2. By having the sbX lines run on weekends, customers who use the system on weekdays and weekends do not need to learn two different routes making it easier for customers to seamlessly travel
3. Generally, completely new customers to transit systems are more willing to try a new service when they are not on as tight of a schedule. This generally occurs on weekends rather than weekdays. When Omnitrans implemented Saturday service on the sbX green line, not only did Saturday ridership grow, but so did weekday ridership.

Exhibit 142: sbX Weekend Service Forecast

Route	Annual Revenue Hours	Annual Operating Cost (2026 dollars)
sbX Green Line Sunday	4,264	\$486,096
sbX Purple Line Saturday	4,368	\$497,952
sbX Purple Line Sunday	4,368	\$497,952
Total	13,000	\$1,482,000

Adding weekend service on the sbX Green and Purple Lines has no additional capital costs, only operating costs as shown above in Exhibit 142.

Limited Stop Mid-Valley Service

In FY2025, the sbX Purple Line will begin revenue service. This will have the sbX Green Line operating premium service connecting colleges/universities, hospitals, residential areas and downtown San Bernardino. The sbX Purple Line will connect residential, the Ontario International Airport, larger employers, two large shopping malls, hospitality, and a convention center in the cities Rancho

Cucamonga, Ontario, Montclair, and Pomona. Providing a high frequency, limited stop service connecting these two BRTs will maximize the effectiveness of both services, while also growing ridership on the connecting corridor.

The most logical connection between the sbX Purple Line and the Green Line is a limited stop, 10-minute service along 5th St. and Foothill Blvd. between the San Bernardino Transit Center and Victoria Gardens. Parts of this corridor has been studied multiple times such as in the:

- Systemwide Transit Corridor Plan for the San Bernardino Valley (Omnitrans, 2010)
- San Bernardino County Long Range Transit Plan (SBCTA, formerly SANBAG, 2010)
- Integrated Transit and Land Use Planning for Foothill Boulevard/5th Street Transit Corridor (SBCTA, formerly SANBAG, 2010)
- Foothill Boulevard BRT Corridor Study (City of Rancho Cucamonga, 2014)
- West Valley Connector Phase I and II Final Environmental Document (SBCTA, 2020)
- ConnectSoCal RTP/SCS (SCAG, 2020)
- Consolidation Study and Innovative Transit Review (SBCTA)

Exhibit 143: Limited Stop Mid-Valley Connector Route Map

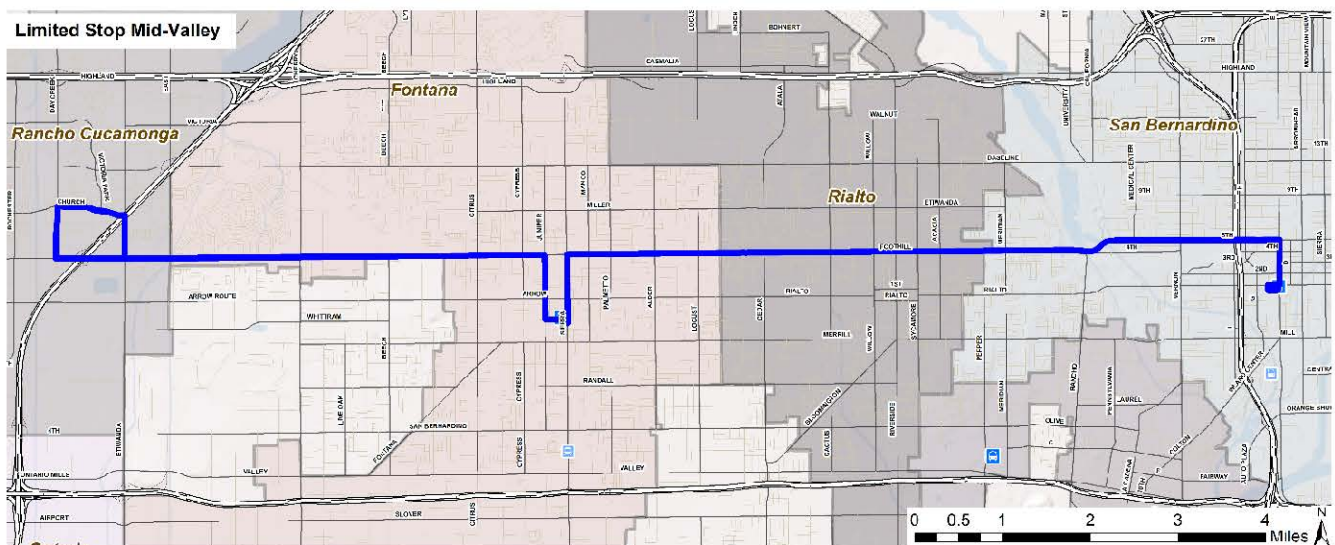


Exhibit 144: Limited Stop Mid-Valley Connector Forecast

Route	Annual Revenue Hours	Annual Operating Cost (2026 dollars)
Limited Stop Mid Valley Connector	43,000	\$4,900,000

Additionally, implementation of these services requires 16 additional coaches at an estimated cost of \$23,849,280. These costs are included in Omnitrans' capital plan.

OmniRide Services

OmniRide is a on-demand microtransit service that can provide both general public and ADA service in a limited geographic zone. Omnitrans has implemented three OmniRide services in the communities

of Chino Hills/Chino, Upland and Bloomington. The services have been effective in providing additional mobility options in these communities. Surveys have indicated that 30% of OmniRide users had not previously tried Omnitrans services. Additionally, since the OmniRide services cover a greater area than the prior fixed route shuttles that operated in the area, mobility is expanded to the broader community. In Chino Hills, Upland, and Bloomington, riders from outside of the previous catchment area account for 10%, 18%, and 2% of ridership, respectively.

Expanding the benefits of OmniRide to additional communities will enhance mobility options to our community in line with Omnitrans mission. OmniRide is best suited to communities on the periphery of Omnitrans service area. The unconstrained plan includes adding three new OmniRide programs with two peak vehicles each. OmniRide and similar services are currently eligible for grant funding and the specifics of the grant opportunities will influence where the OmniRide service will be proposed. Likely OmniRide locations include Muscoy, North Rialto/Fontana, Yucaipa, Grand Terrace, and South Ontario/Chino. Additionally, the Innovative Transit Review further identified potential OmniRide locations in North Rancho Cucamonga and Colton. Each of these locations can be seen in Exhibit 145.

Exhibit 145: Potential OmniRide Services

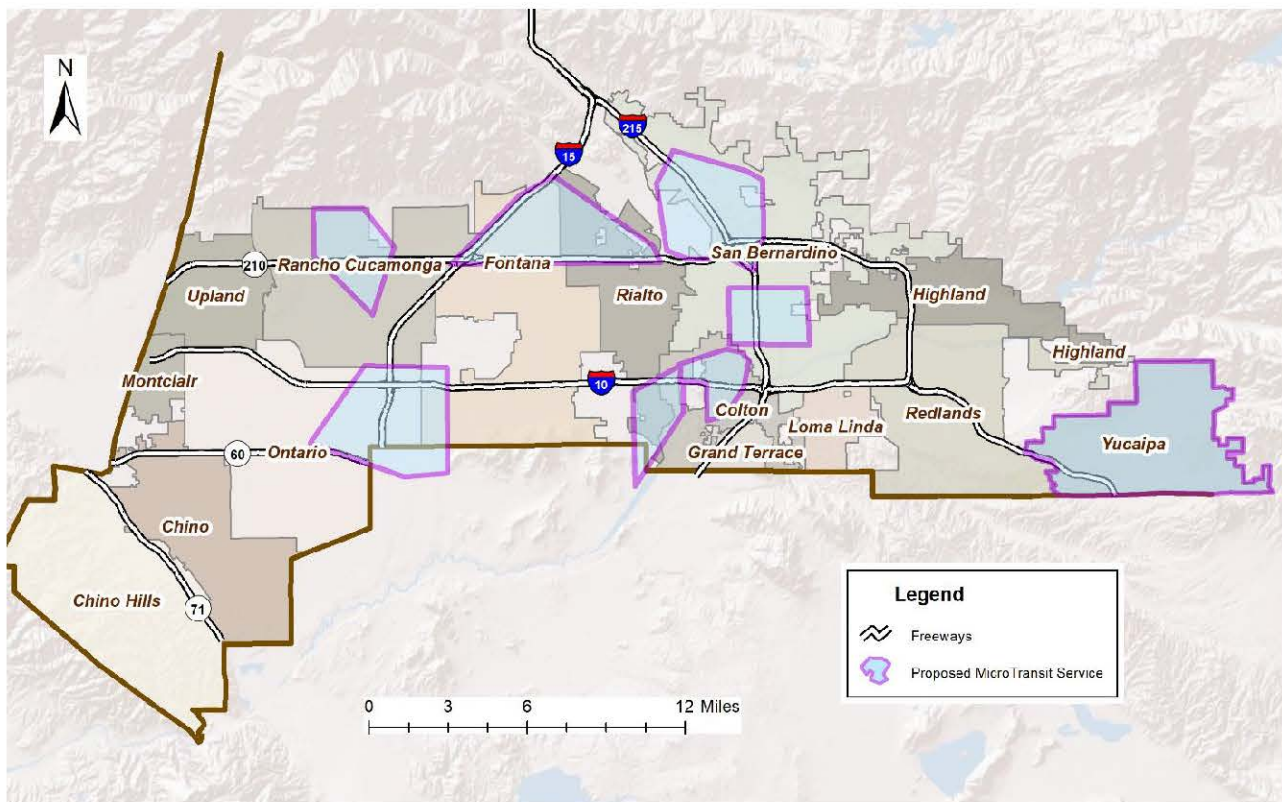


Exhibit 146: Potential OmniRide Services Forecast

Route	Annual Revenue Hours	Annual Operating Cost (2026 dollars)
OmniRide 1	7,140	\$690,667
OmniRide 2	7,140	\$690,666
OmniRide 3	7,140	\$690,666
Total	21,420	\$2,072,000

Additionally, implementation of these services requires 9 vans at an estimated cost of \$1.35 million in 2026 dollars. These costs are included in Omnitrans' capital plan.

Holiday Service

Omnitrans currently does not operate service on six holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. The majority of Omnitrans customers are traveling to work and many of them are working in service, logistics, retail, and hospitality industries. These industries are not closed on all of these Holidays. Therefore, Omnitrans customers need to find alternate transportation on these Holidays or lose the opportunity to earn additional income by working on these days. These six closed holidays can be divided into two groups: 1) Memorial Day, 4th of July, and Labor Day where many of these industries are not only open but often busier than usual; and, 2) New Year's Day, Thanksgiving, and Christmas where these industries are often operating at reduced hours/levels. Omnitrans will seek to fund operating on three of these currently closed Holidays including Memorial Day, 4th of July and Labor Day. Omnitrans would operate Sunday service levels on these Holidays.

Adding Sunday service on three holidays would cost \$700,000 per year in escalated 2026 dollars.

Adding holiday service would have no impact on capital costs.

Haven Avenue

When developing the final alignment for the West Valley Connector/sbX Purple Line, the City of Rancho Cucamonga expressed a strong desire to see similar service frequencies on Haven Avenue that will exist on Holt Blvd. This would bring Haven Avenue service on route 81 from a 60-minute to a 15-minute route. The key points of connection on this route will be Chaffey College, Rancho Cucamonga Civic Center, Terra Vista Shopping Center, future office developments on Haven south of Foothill Blvd, East Ontario Metrolink Station, the rental car facility at Ontario International Airport and a frequent, reliable connection to the west valley connector/sbX purple line.

SBCTA has set aside funding to enhance frequency on Haven Avenue when development has occurred to support the enhancement. The City of Rancho Cucamonga has indicated that they believe this development will be in place in mid-2025 (Fiscal Year 2026). If the development occurs and SBCTA dedicates the funding, Omnitrans will propose to enhance this service into the constrained plan during the FY2026 Annual Service Plan.

Exhibit 147: 10-Minute Service on Haven Route Map

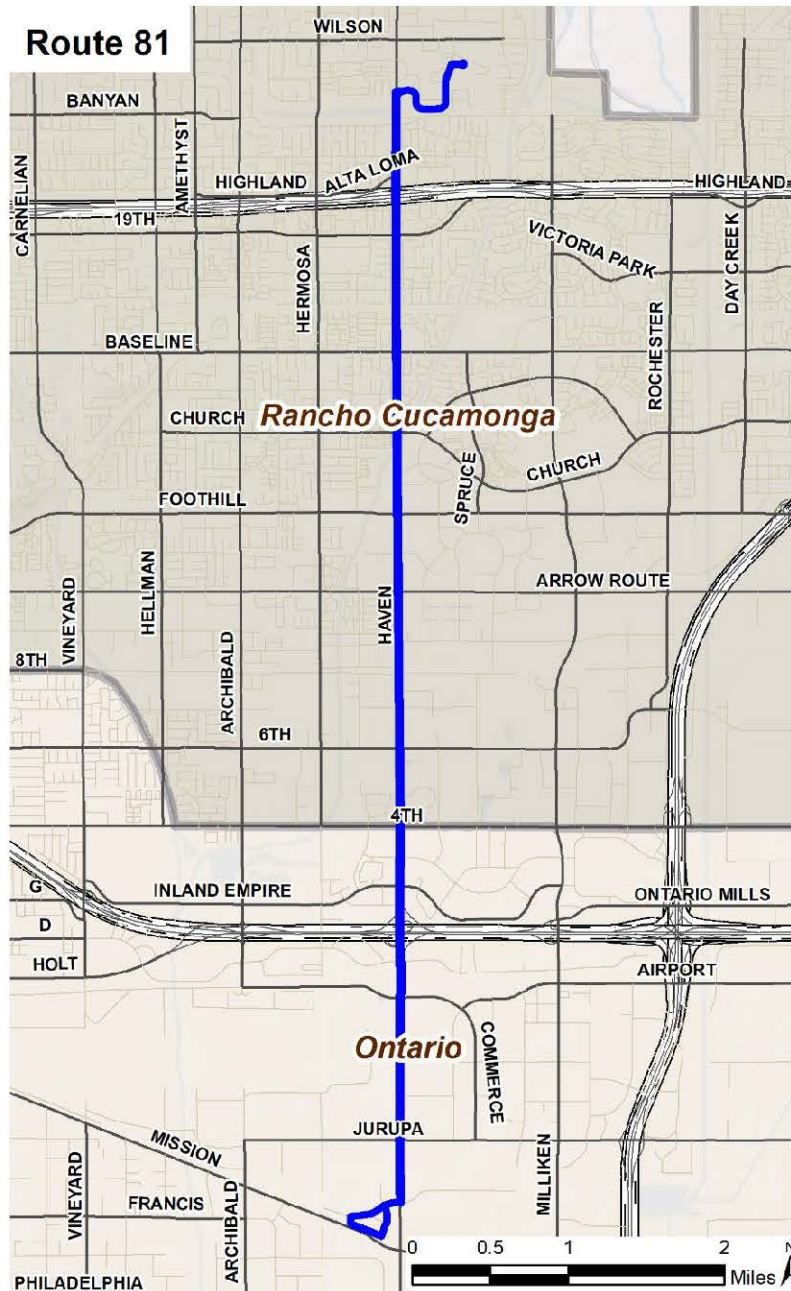


Exhibit 148: 15/30-Minute Service on Haven Forecast

Route	Annual Additional Revenue Hours	Annual Additional Operating Cost (2026 dollars)
Route 81 Frequency on Haven	11,730	\$1,830,000

The enhanced frequency on Haven would require 6 additional coaches and a cost of \$8.9 million in 2026 dollars. These capital costs are included in Omnitrans' capital plan.

Other Route Considerations

Omnitrans proposes improvements to local routes to allocate resources to the routes with the highest performance levels and opportunities for growth. The proposals also looked to improve travel speeds, directness of travel and to remove duplication of service on the same corridors to deliver more frequent service. Service design was also modified to improve reliability of service while also working to improve the transfer to high-frequency trunk routes.

Capital costs in this section are in 2026 dollars.

Route 16

Route 16 is proposed to serve Redlands, Highland, and North San Bernardino. Major destinations include Downtown Redlands and the Citrus & Mountain Grove Plazas. This route would connect Redlands to Highland with new service from the Redlands Community Hospital to the Yaamava Casino & Resort. This route would cover the eastern portions of the Route 15 on Palm Avenue to continue the connectivity from Redlands and westward to San Bernardino or Fontana. Route 16 would also have a transfer with the Route 1 which also connects to San Bernardino and Colton.

This north-south route would travel through Downtown Redlands and connect to the Arrow Rail and alternatively provide another east-west connection to San Bernardino.

Implementation of this route would be able to straighten Route 15 improving reliability of the route. Additionally, Route 15 would then be able to extend farther east into Highland as development occurs.

Exhibit 150 provides a service summary for the proposed route including the annual operating cost. In terms of capital costs Route 16 would require 8 vehicles, including spares, at \$11.2 million dollars.

Exhibit 149: Route 16 Map

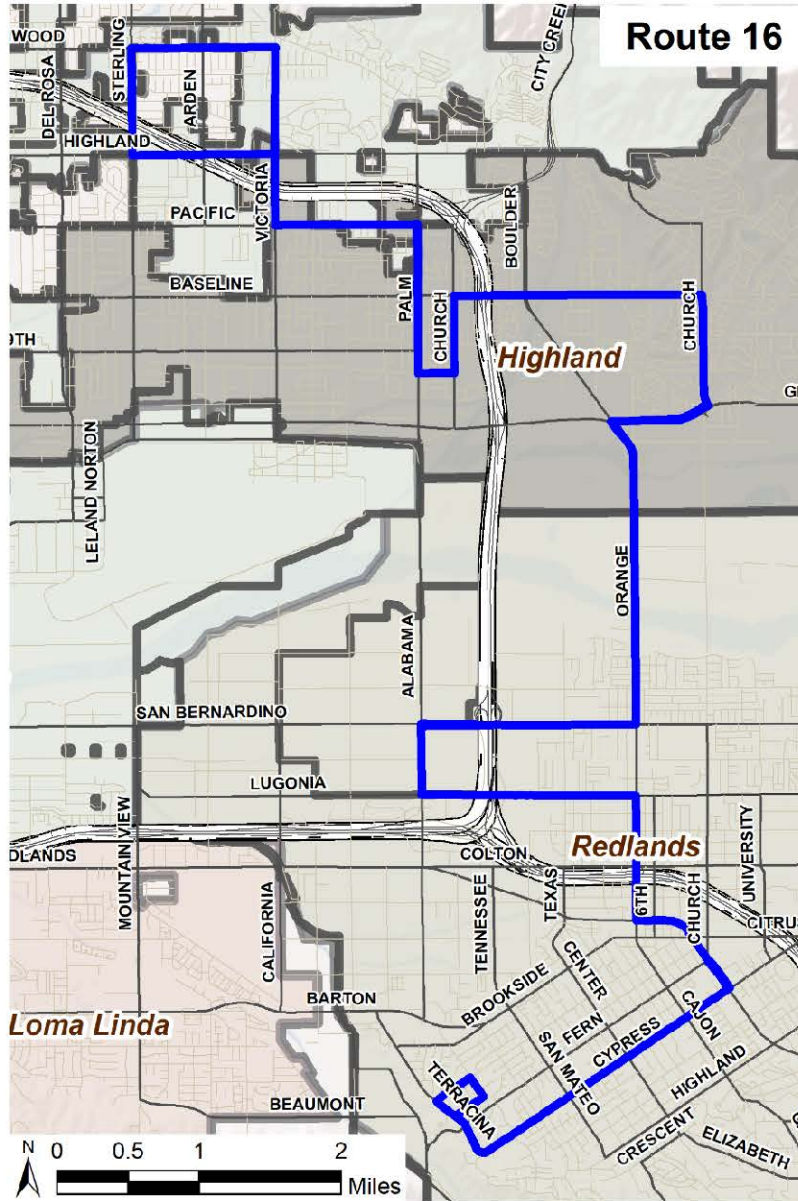


Exhibit 150: Route 16 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	7	4	4
Frequency	30	60	60
Span	5am-11pm	6am-9pm	6am-9pm
Rev. Hours			
Daily	118	54	55
Annual	31,000	2,800	2,800
Annual Total Revenue Hours	36,600		
Annual Operating Cost	\$4,172,400		

Route 60

Route 60 is proposed to serve Eastvale in Riverside County, Ontario, and Chino. The east-west route would provide a one-seat ride between the Chino Transit Center and the Eastvale Amazon Facility, the current end of the line for Route 87, where transfers to RTA Routes 3 and 29 are made. This alignment would re-add service to the Creekside community in Ontario, which was lost during the ConnectForward implementation due to poor ridership on Riverside Drive. For this reason, it is proposed that the route travel primarily along Walnut Avenue, a more developed path of travel than Riverside Drive, where the southside of road is mostly still agricultural. Route 60 would also provide service to Colony High School in Ontario and the Chino Valley Medical Center in Chino.

Exhibit 152 provides a service summary for the proposed route including the annual operating cost. In terms of capital costs Route 60 would require 3 vehicles, including spares, at \$4.2 million dollars.

Exhibit 151: Route 60 Map

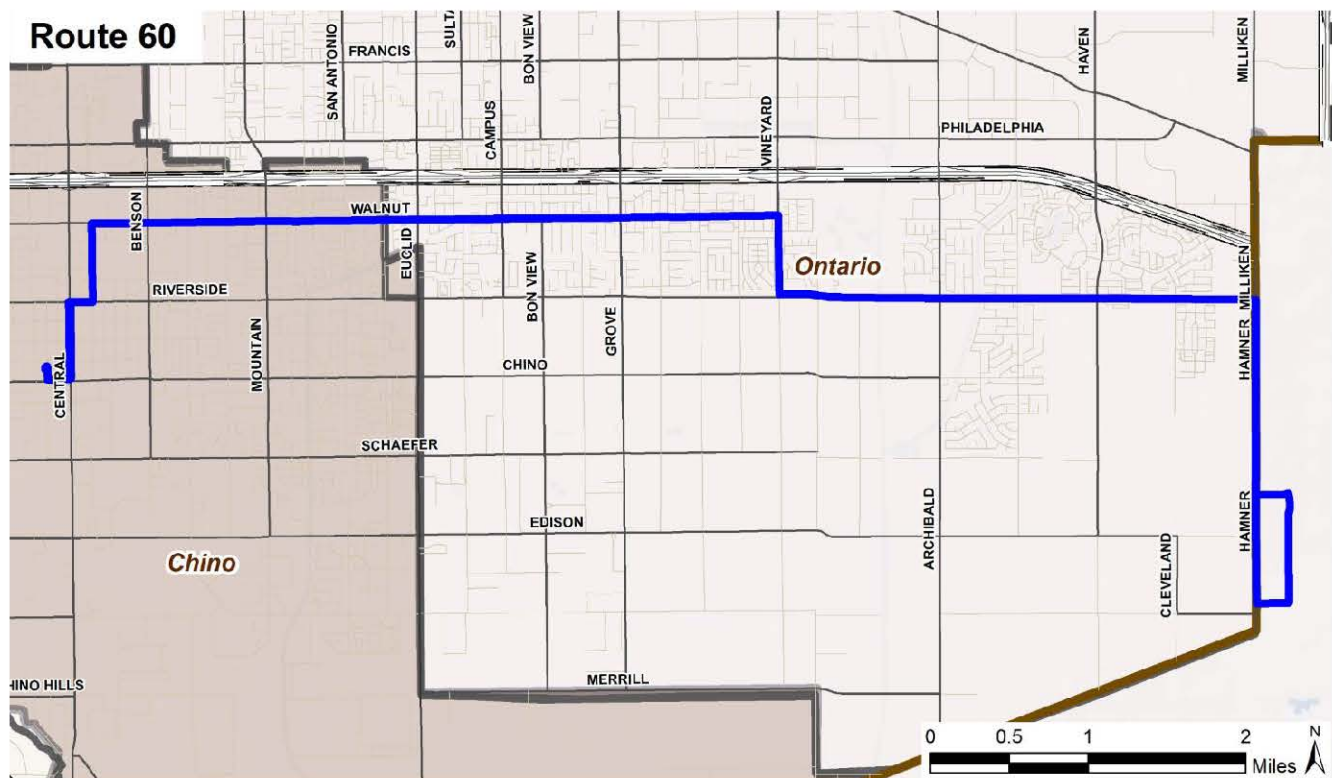


Exhibit 152: Route 60 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	2	2	2
Frequency	60	60	60
Span	5am-9pm	5am-9pm	5am-9pm
Rev. Hours			
Daily	32	32	32
Annual	8,200	8,200	8,200
Annual Total Revenue Hours	24,600		
Annual Operating Cost	\$2,804,400		

Route 83

Route 83 currently serves Upland, Ontario, and Chino. It is proposed that the route provide coverage to the Preserve, a growing community in south Chino. The route would continue to provide coverage to Downtown Upland, Downtown Ontario, the Chino Transit Center, and the Chino Chaffey College Campus. The proposed route adds coverage to the Chino Airport, a Walmart and Amazon distribution center, and to the Preserve. The route would be the first to provide service into the Preserve.

Exhibit 154 provides a service summary for the proposed route including the annual operating cost. In terms of capital costs Route 83 would require an additional vehicle.

Exhibit 153: Route 83 Map

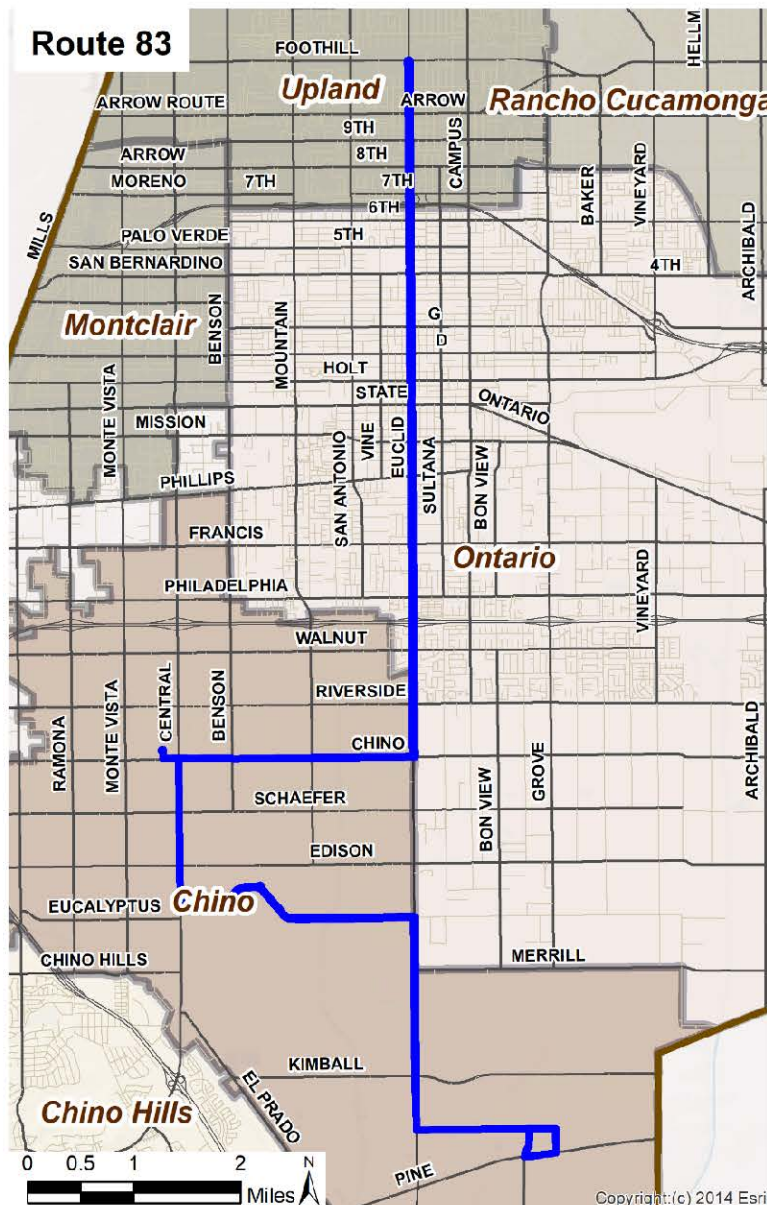


Exhibit 154: Route 83 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	5	3	3
Frequency	30/60	60	60
Span	6am-10pm	6am-9pm	6am-8pm
Rev. Hours			
Daily	60	45	42
Annual	15,400	2,350	2,200
Annual Total Revenue Hours			19,950
Annual Operating Cost			\$2,793,000
Incremental Revenue Hours			5,550
Incremental Revenue Costs			\$777,000

Route 210

Route 210 is a freeway express fixed route that travels primarily on Freeway 210. The route travels from the San Bernardino Transit Center to the Renaissance Marketplace in Rialto, to the shopping center at Sierra Lakes, and to Victoria Gardens. The purpose of this route is to connect passengers from the San Bernardino Transit Center to employment centers at three shopping centers. The route would also connect passengers from the sbX Green Line at SBTC to the sbX Purple Line at Victoria Gardens. Freeway 210 has HOV lanes that Route 210 can take advantage of faster speeds for commuters between San Bernardino and Rancho Cucamonga.

Exhibit 156 provides a service summary for the proposed route including the annual operating cost. In terms of capital costs Route 210 would require 4 vehicles, including spares, at \$5.6 million dollars.

Exhibit 155: Route 210 Map

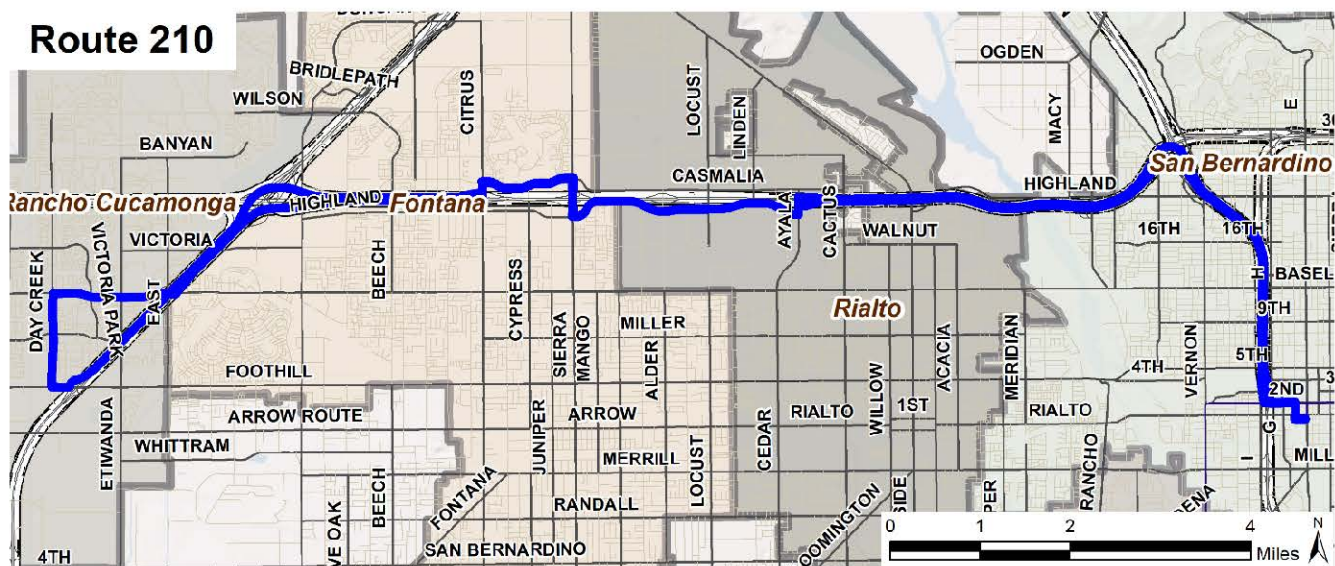


Exhibit 156: Route 210 Service Summary

	Weekday	Saturday	Sunday
Peak Vehicles	4	2	2
Frequency	30	60	60
Span	5am-10pm	5am-10pm	5am-10pm
Rev. Hours			
Daily	64	32	32
Annual	16,350	1,800	1,800
Annual Total Revenue Hours			19,950
Annual Operating Cost			\$2,274,300

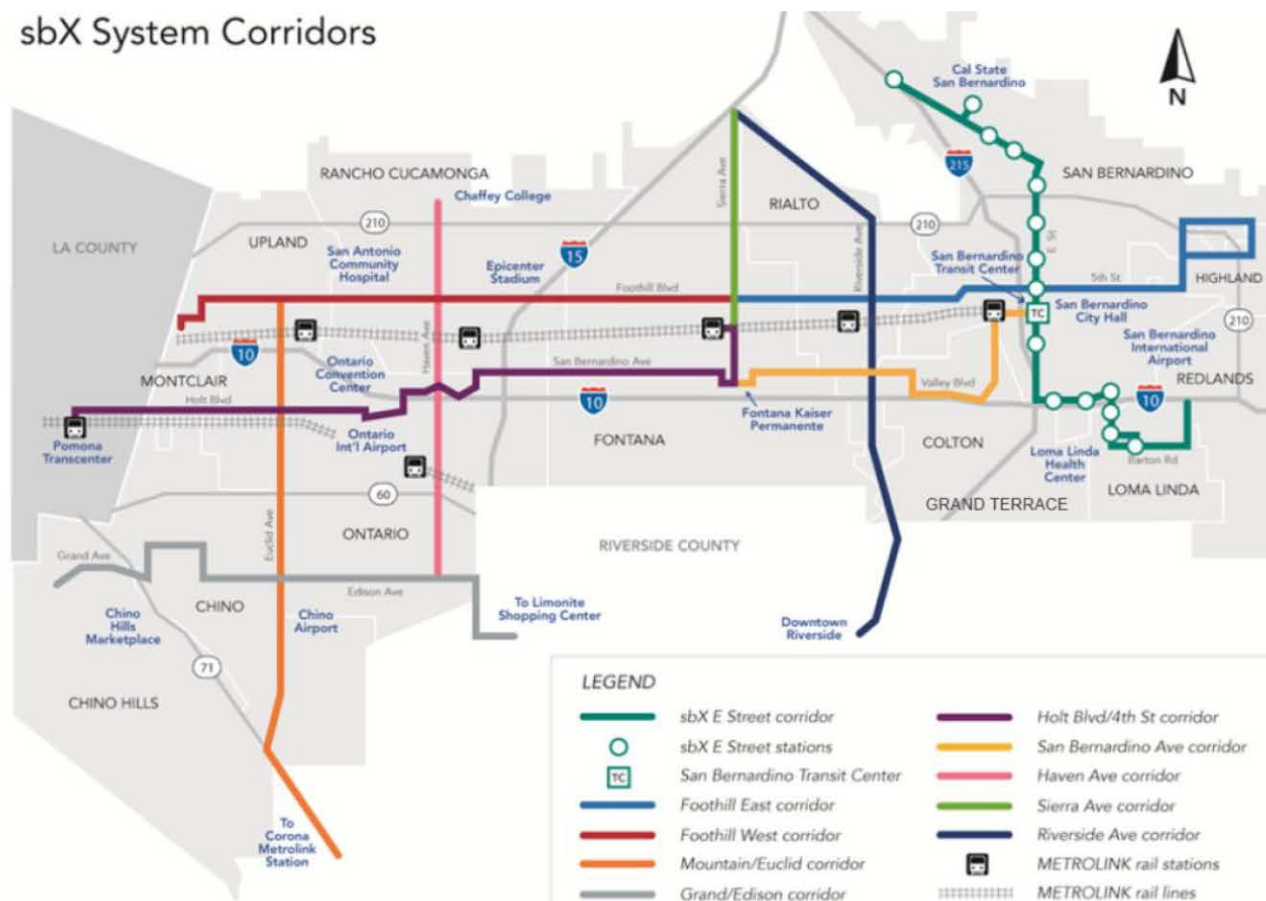
Future BRT Network

Exhibit 157 shows the sbX bus rapid transit corridors outlined in Omnitrans' 2010 System-Wide Transit Corridor Plan for the San Bernardino Valley and in the San Bernardino County Transportation Authority (SBCTA) 2010 Long Range Transit Plan. The sbX Green Line has been operational since 2014. The West Valley Connector is projected to begin service as the sbX Purple Line in mid-to-late 2025.

SBCTA has initiated the Long-Range Multimodal Transportation Plan which will review and potentially modify these future BRT corridors. Long-term Omnitrans and SBCTA will continue to partner to deliver additional BRTs once the plan is completed.

Exhibit 157: Omnitrans Proposed sbX BRT Corridors, 2010

sbX System Corridors



Additional Service Span

Omnitrans' customers utilize our service for many reasons with the top two being access to employment opportunities and education. These reasons often do not conform to a standard 9am-5pm workday. As the logistics, hospitality and retail sectors have continued to grow in the Inland Empire, so too has demand for transit earlier in the morning and well into the night. Omnitrans minimum service span on weekdays is from 6am-9pm, on Saturday it is 7am-9pm and on Sunday it is 7am-7pm. While most of Omnitrans' routes operate beyond these minimum levels expanding service hours would allow Omnitrans to better meet the needs of these workers and students.

In particular, Omnitrans' customers have requested through public commentary the need for longer span, as mentioned in the Public Outreach chapter. Expanding service hours to 11pm Monday through Saturday and to 10pm on Sundays would cost an additional \$5.0 million per year in escalated 2026 dollars.

Tunnel to Ontario International Airport

Ontario International Airport (ONT) has been the fastest growing commercial airport in the U.S. Passenger volume is expected to grow by 15 to 30 million annual passengers by 2040. In order to accommodate and facilitate this growth, multiple, frequent, convenient and reliable public transit options to ONT are needed. Locally, the West Valley Connector/sbX Purple line will provide connections. However, a direct, non-stop connection between Metrolink and ONT may provide the greatest potential to draw passengers to ONT from throughout Southern California.

San Bernardino County Transportation Authority (SBCTA) and Southern California Association of Governments (SCAG) have completed multiple studies focused on connecting Los Angeles County, primarily the San Gabriel Valley, to ONT. These Studies include the Ontario Airport Rail Access Study (2014), the Hybrid Rail Service Plan for San Bernardino-Los Angeles Corridor (2018) and the Los Angeles and San Bernardino Inter-County Transit and Rail Connectivity Study (2018), among others.

Following these studies, SBCTA has begun environmental clearance and design on a subsurface transit connection between the Cucamonga Metrolink Station and ONT terminals. SBCTA has developed a funding plan for the tunnel and is working to secure grant funding.

Omnitrans is the planned oversight agency for Operations and Maintenance of the tunnel service. The service will be provided in a zero-emission, rubber tire, fully autonomous vehicle. It is currently planned that the provision of the service by Omnitrans will be performed by a contractor, that will initially be procured as part of a Design Build Operate Maintain (DBOM) contract awarded by SBCTA.

Omnitrans will be responsible for providing the service and maintaining the vehicles through the contractor, providing customer service, setting service standards, setting fare policy, collecting fares, advertising the service, and reporting of performance. Maintenance of the tunnel itself will be through other mechanisms as approved by SBCTA.

The capital costs associated with the Tunnel to ONT are part of an SBCTA project and outside of the purview of this SRTP. The annual O&M costs are being developed by SBCTA's consultant HNTB. Since

vehicle selection has not yet occurred and the technology has not been finalized, Omnitrans' is placing a to be determined (TBD) value for the cost of O&M in the unconstrained plan of this SRTP.

Summary of Unconstrained Plan

Collectively, these operating elements of the Unconstrained Plan have a total annual operating cost of \$34.7 million escalated to FY2026 dollars. The breakdown of these by service type is shown in Exhibit 158.

Exhibit 158: Unconstrained Plan Operating Costs

	Unconstrained Plan Operating Costs (2026 dollars)
Frequency on the Core Network	
Routes 1, 3/4	\$4,218,000
Routes 14, 66	\$3,499,800
Total	\$7,717,800
Weekend Service on sbX	\$1,482,000
Limited Stop Mid-Valley Service	\$4,900,000
Additional OmniRide Services	\$2,072,000
Haven Avenue Frequency	\$1,830,000
Holiday Service	\$700,000
Other Local Routes	\$10,028,100
Future BRT Network	TBD
Additional Service Span	\$5,000,000
Tunnel to Ontario International Airport	TBD
Grand Total	\$33,729,900

Additionally, several of these services require additional vehicles which has an associated capital cost. These costs are summarized in Exhibit 159.

Exhibit 159: Unconstrained Plan Capital Costs

	Unconstrained Plan Capital Costs (2026 dollars)
Frequency on the Core Network	
Routes 1, 3/4	\$20,900,000
Routes 14, 66	\$19,300,000
Total	\$40,200,000
Weekend Service on sbX	\$-
Limited Stop Mid-Valley Service	\$23,800,000
Additional OmniRide Services	\$135,000
Haven Avenue Frequency	\$8,900,000
Holiday Service	\$-
Other Local Routes	\$7,000,000
Future BRT Network	TBD
Additional Service Span	\$-
Tunnel to Ontario International Airport	SBCTA Project
Grand Total	\$80,035,000

Also, as described in the Financial Plan, Omnitrans will seek funding for additional zero emission bus infrastructure including a hydrogen fuel property and solar/battery storage which have a cost of approximately \$3 million and \$20 million, respectively.

CONSOLIDATED TRANSPORTATION SERVICES AGENCY

San Bernardino County Transportation Authority (SBCTA) designated Omnitrans as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley in 2016. As the designated CTSA for the San Bernardino Valley, Omnitrans can allocate Measure I CTSA funds for both the operation of directly managed programs and financial support community transportation programs for seniors and individuals with disabilities operated by JPA members or non-profit organizations. Omnitrans' annual CTSA budget must be approved by both the Omnitrans and SBCTA Board of Directors each year.

Directly Managed CTSA Programs

Directly managed CTSA programs include:

- **Travel Training** provides one-on-one or group assistance to seniors and individuals with disabilities and helps them learn to ride the Omnitrans bus system for the first time. The program is free to participate in and is available to qualifying individuals who reside in the Omnitrans service area. The Travel Training program gives participants the information and skills to ride the bus with confidence and take advantage of its benefits. Travel training was suspended during the pandemic but is expected to resume in late FY2023.
- **Transportation Reimbursement Escort Program (TREP)** provides mileage reimbursement (\$0.40/mile up to \$80 per month) for individuals with disabilities who cannot use public transportation and rely on others to drive them for transportation. Participants choose their own driver, usually a family member, friend, neighbor, or caretaker. The reimbursement offsets the cost associated with providing transportation.
- **UBER Ride** is a subsidy program for seniors and individuals with disabilities to use Uber. The subsidy is up to \$15 per trip up to 15 trips per month. Program participants must reside in the San Bernardino Valley and the trips origin or destination must be within the San Bernardino Valley.
- **Taxi Ride** is a subsidized voucher program for seniors and individuals with disabilities to use taxis within the San Bernardino Valley. Participants pre-purchase monthly vouchers up to \$150 per month, and Omnitrans matches the cost.
- **Mobility Services and ADA Paratransit Eligibility and Certification** is performed by the Mobility Services department to best match seniors and individuals with disabilities with the services that best meet their needs.

The Mobility Services Department provides partial funding for on-demand services that enhance mobility for seniors and individuals with disabilities. Omnitrans' OmniRide service improves upon mandated Americans with Disabilities Act (ADA) complementary paratransit service. In addition to general public microtransit service that pickup at designated virtual stops, OmniRide provides specific origin/destination pickups and covers the entire community served, which is beyond the required $\frac{3}{4}$ - mile ADA boundary that governs OmniAccess. Additionally, OmniRide provides OmniAccess riders with

same-day origin/destination service within the OmniRide zone, where OmniAccess requires an advanced reservation at least one-day in advance. Because of these service features, OmniRide enhances ADA service beyond the minimum requirements in line with the MSI ordinance for CTSA funds. As such, the entire OmniRide program is not eligible for MSI CTSA funding. However, the proportion of OmniRide costs commensurate with the ADA, senior and disabled ridership share is eligible. This is equivalent to one-third of the overall OmniRide cost per year. This share needs to be revalidated each year based on ridership levels.

In order to reduce transportation costs for seniors and individuals with disabilities, Mobility Services also provides a fare subsidy for OmniRide. Qualified individuals OmniRide fares are reduced by 50% which make the OmniRide senior and disabled fare inline with fixed route service instead of the higher premium fare for OmniRide.

Regional Mobility Partnership Program

The core purpose of the Regional Mobility Partnership (RMP) programs is to coordinate transportation with health and human services providers. By doing this, transportation funds from transit and from the health and human services providers can be leveraged together to provide the highest quality service for eligible participants. Additionally, by coordinating transportation with the primary service provider for these eligible clients, the scheduling and flexibility of services can better match the core service provided.

The RMP program provides funding to develop and support ongoing operations of programs that provide transportation services to seniors and individuals with disabilities throughout the San Bernardino Valley. Participation in the RMP is contingent upon maintaining Measure I eligibility by serving demographics identified in the Measure I ordinance, maintaining a Service Plan, entering into a cooperative funding agreement, and strict adherence to the funding and reporting guidelines. Guidelines were established and Board approved March 2020 to create a strategy for Measure I fund distribution as well as provide guidance to the staff of the participating agencies.

Call for Projects

JPA members and non-profit organizations can join the RMP program through Omnitrans biennial call for projects. Projects are required to fulfill goals outlined in the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County to be eligible for Measure I CTSA funding. Currently, Omnitrans has provided funding and continued support to twelve community organizations as shown in Exhibit 160. Descriptions of the services provided by these partners can be found in the Our Services Chapter in Exhibit 29.

Exhibit 160: Regional Mobility Partner Funding Commitments

RMP Partners	FY23 Operating	FY23 Capital	FY24 Operating	FY24 Capital	Total
Anthesis	\$322,040	\$234,000	\$350,000	\$0	\$906,040
City of Chino	\$113,157	\$0	\$116,217	\$0	\$229,374
City of Grand Terrace	\$86,965	\$46,800	\$86,738	\$0	\$220,503
City of Ontario	\$247,791	\$180,000	\$247,791	\$0	\$675,582
City of Rialto	\$83,039	\$145,702	\$165,973	\$83,280	\$477,994
City of Yucaipa	\$128,198	\$108,000	\$124,048	\$0	\$360,246
Community Senior Services	\$164,528	\$0	\$181,582	\$0	\$346,110
Foothill Aids Projects	\$169,828	\$0	\$174,988	\$0	\$344,816
Highland Senior Center	\$52,082	\$46,260	\$46,082	\$0	\$144,424
Loma Linda University Medical Center ADHS	\$75,000	\$0	\$75,000	\$0	\$150,000
Lutheran Social Services of Southern California (LSSSC) (Formally CCLM)	\$55,000	\$94,500	\$55,000	\$0	\$204,500
OPARC	\$164,000	\$202,500	\$169,000	\$148,500	\$684,000
Total	\$1,661,628	\$1,057,762	\$1,792,419	\$231,780	\$4,743,589
Annual Total	\$2,719,390		\$2,024,199		\$4,743,589

These existing partners have the opportunity to continue their programs through a simplified application process so long as they continue to provide eligible services, have reasonable cost escalation, meet reporting requirements and have been deemed low risk during their annual site visits.

Expanding the RMP program is based on applications to the biennial call for projects. Omnitrans is currently scheduled to issue a new call for projects at the end of 2023 with awards scheduled for Spring of 2024 for programs starting in summer 2024. This would continue every two years with anticipated future awards occurring in spring 2026, 2028 and 2030.

As Omnitrans has just completed its first full cycle within the RMP program ranging from award, two years of funding issued and agreement to continue these programs, Omnitrans is in the process of completing a review of the program criteria and procedures to ensure effectiveness and consistency.

Future CTSA Programs

Omnitrans works to expand the RMP program through the call for projects. Omnitrans is also working to expand the directly operated services.

Resuming and Expanding Travel Training

During the pandemic, Omnitrans ceased travel training for the safety of the travel trainers and clients that need to be trained. Omnitrans is working to reimplement travel training in early 2023. Additionally, Omnitrans has begun to identify OmniAccess customers whose typical trip could be accomplished by one fixed route boarding and have the capability to travel independently. Omnitrans will actively reach out to these customers to offer travel training.

Evaluating Fare Subsidies

Seniors and individuals with disabilities are often on fixed incomes and identify cost as a primary barrier to transportation. As the Measure I CTSA program generates more revenue than current costs for directly managed programs and RMP programs, Omnitrans is evaluating expanding the OmniRide S&D fare subsidy to other programs. This is in line with the Public Transit-Human Services Transportation Coordination Plan of San Bernardino County.

Technology Enhancements

In order to build upon travel training, mobility services will evaluate wayfinding technology specifically for seniors and individuals with disabilities. This will include enhancements to mobile technology and at key facilities. Additionally, as some seniors and individuals with disabilities have issues utilizing the technology that supports programs like Uber Ride, Mobility Services will evaluate opportunities to implement voice options for these services.

Supporting Other Innovative Services

As Omnitrans seeks to expand OmniRide to additional zones, Mobility Services will seek opportunities to ensure OmniRide provides for services that go beyond the ADA mandate.

FARE POLICY

Omnitrans' Fare Policy sets the fare (price) for all services that Omnitrans offers. This includes any discounts for prepaid passes (i.e., daily, weekly, monthly), or bulk purchases and the parameters for other fare offerings such as Go Smart.

Omnitrans' fare policy is set by the Board of Directors through approval of this SRTP. Each actual fare change is approved and implemented following the approval of each year's Annual Management Plan.

Fare policies at Omnitrans and all transit agencies are designed based on an understanding of the tradeoffs inherent in setting fares. These tradeoffs require a balance between the desire to increase ridership, increase fare revenue, and increase service offerings, while keeping the fare reasonable for the rider and keeping the public subsidy reasonable for taxpayers.

Another key tradeoff is between the frequency and size of successive fare changes. Omnitrans' experience is that a fare increase of every three to four years, based on financial needs, balances this tradeoff best. More frequent changes can be smaller but leave riders with the perception of being nicked and dined with increases. Too frequent increases also have each increase occurring before ridership levels recovered from previous increases. This can lead to a plateau or decline in ridership. Conversely, infrequent but large fare increases cause some financial instability for the agency and leave riders with a sense of shock at each increase.

Fare Policy Requirements

Omnitrans must comply with federal, state, and local regulations when setting and changing fares. Five of these criteria drive Omnitrans' fare policy:

- **Farebox Recovery Ratio:** California's Transportation Development Act (TDA) requires that transit fares and local fare subsidies cover a minimum of 20% of operating costs for general public fixed-route service and cover 10% of operating costs for ADA paratransit services.
- **Half Fare:** To receive FTA §5307 formula funding, a transit agency must provide seniors, disabled persons and Medicare recipients with an off-peak fare that is no greater than half of the full fare during the peak period. Given Omnitrans' flat fare structure by time of day, this means that the senior/disability/Medicare fare must be no more than 50% of the full fare. {49 CFR § 5307(d)(1)(D)}
- **Access Fares:** The maximum fare for ADA complementary paratransit service (OmniAccess) is two times the regular base fare on general public fixed route service. {49 CFR § 37.131}
- **Fare Equity:** Title VI of the Civil Rights Act of 1964 requires that when transit agencies change fares, the change does not place a disproportionate impact on low income or minority individuals without ensuring that any disparate impact is mitigated. Fare changes must be evaluated in a fare equity analysis while being planned and prior to being approved.
- **Measure I:** Senior and disabled rider fares on fixed route and paratransit are offset by a Measure I-funded fare subsidy. This subsidy has a two-fold purpose: 1) help fund the half-fare

and two-times fare mandates discussed previously; and, 2) provide fare relief to the senior and disabled populations. Currently, Measure I provides a \$0.05 to \$0.25 fare subsidy depending on service and exact fare purchased.

Fare Goals

Setting fares is a crucial component of establishing an agency's place in the market. While ridership levels are determined primarily by the demographic, land use and density traits of a community, these are outside of a transit agency's control. Fares, along with the quality and time-competitiveness of the service offered, are a key element within an agency's control that can influence overall ridership levels.

Increasing ridership and increasing fare revenue through appropriate fare choices are counterbalancing goals. An increase in fare will generally reduce ridership and increase fare revenue simultaneously because ridership does not typically fall by as much as the fare increases (transit fares are own-price inelastic).

The stated SRTP goals related to fares are:

- Maximize cost recovery while charging a fair fare
- Build ridership while maximizing revenue
- Price fares so that passengers pay a reasonable amount and Omnitrans achieves system-wide farebox recovery targets
- Maintain ease of understanding, ease of use, enforcement, and customer convenience of the fare structure and ensure fare media are recognizable and durable
- Provide fare media options that meet rider needs
- Promote regional integration
- Minimize boarding times through fare technology and media options
- Provide for regular fare structure reviews and adjustments

The goals provide specific guidance in determining the fare policy for FY2023-FY2030. The proposed fares strive to reach fare revenue and farebox recovery goals.

Fixed Route Fares

Exhibit 161 describes Omnitrans' proposed fixed route fare structure through FY2030. Fare increases are proposed for FY2026 and FY2029. Other than specific fares, no fare policy was changed.

Exhibit 161: Proposed Fixed Route Fare Structure

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Cash/Ticket Fares										
Full-Fare	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.25	\$2.25	\$2.25	\$2.50	\$2.50
Senior/Disability/Medicare/Veteran	\$0.90	\$0.90	\$0.90	\$0.90	\$0.90	\$1.00	\$1.00	\$1.00	\$1.10	\$1.10
Cash/Ticket Fares (10-Pack)										
Full-Fare	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$20.25	\$20.25	\$20.25	\$22.50	\$22.50
Senior/Disability/Medicare/Veteran	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$9.50	\$9.50	\$9.50	\$10.50	\$10.50
Day Passes(Single)										
Full-Fare	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$6.50	\$6.50	\$7.00	\$7.00
Senior/Disability/Medicare/Veteran	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$3.00	\$3.00	\$3.00	\$3.25	\$3.25
Day Passes(10-Pack)										
Full-Fare	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$59.00	\$59.00	\$59.00	\$63.00	\$63.00
Senior/Disability/Medicare/Veteran	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$27.00	\$27.00	\$27.00	\$30.00	\$30.00
7-Day Passes										
Full-Fare	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$23.00	\$23.00	\$23.00	\$26.00	\$26.00
Senior/Disability/Medicare/Veteran	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$11.00	\$11.00	\$11.00	\$13.00	\$13.00
Youth	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$17.00	\$17.00	\$17.00	\$20.00	\$20.00
31-Day Passes										
Full-Fare	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$70.00	\$70.00	\$70.00	\$80.00	\$80.00
Senior/Disability/Medicare/Veteran	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$35.00	\$35.00	\$35.00	\$40.00	\$40.00
Youth	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$53.00	\$53.00	\$53.00	\$60.00	\$60.00
Average Fare	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.32	\$1.32	\$1.32	\$1.44	\$1.44
GoSmart										
GoSmart	The Go Smart fare is a pre-negotiated fare for all riders that attend a partner university, college, trade/technical school, or high school, or work at a partner employer. Participants must have an active, valid Omnitrans-compatible ID card as proof of fare.									
Free Fares										
Children	Height < 46”; limit 2 free per fare-paying rider.									
Personal Care Attendant	Accompanying an ADA Rider.									
Transit Agency Employees	Omnitrans and RTA Employees and family with Employee/Family ID; OCTA, LA Metro and Foothill Transit Employees with Employee ID.									
Promotional Fares	Free or reduced fares for promotional efforts may be authorized by the Director of Marketing & Communications, the CEO/General Manager or the Board of Directors in accordance with their purchasing authority levels. Promotional fares shall be made available on a limited time basis only. Free or reduced fares cannot be provided for ongoing use by any group or organization as this would circumvent the fare policy. Special event free-ride vouchers for community organizations shall be limited to no more than two events per year.									
Regional Transfers										
OmniRide Transfer	Free with a valid OmniRide ride.									
Metrolink Transfer	Free to rider; SCRRA pays one base fare for two boardings with a MetroLink ticket/pass. A one-way Metrolink ticket can be used leaving a Metrolink station. A round trip Metrolink ticket or pass may be used to/from a Metrolink station. RCTC pays an additional half									
RTA Transfer	Omnitrans accepts valid RTA passes as a one-ride transfer at a point of contact. RTA reciprocates for local service and a \$1.50 charge for CommuterLink.									
Beaumont Transit Transfer	Omnitrans accepts current valid Beaumont Transit Passes as a one-ride transfer at a point of contact. Beaumont Transit reciprocates except offers a discount on commuter link.									
VVTA Transfer	Omnitrans accepts current valid VVTA Transit Passes as a one-ride transfer at a point of contact. VVTA offers a discount on BV Link passes.									
Foothill Transit Transfer	Omnitrans accepts current valid Foothill Transit Passes as a one-ride transfer at a point of contact. Foothill Transit reciprocates.									
Sunline Transit Transfer	Omnitrans accepts current valid Sunline Passes as a one ride transfer at a point of contact. Sunline reciprocates.									
Measure I Subsidy										
On Board S&D	\$0.10 per boarding									
Outlet S&D	\$0.05 per boarding									

Fixed route fares apply to sbX Bus Rapid Transit, Local, Express and Community Circulator routes. Omnitrans has proposed keeping fixed-route fares consistent amongst classes of fixed-route service to maintain fare simplicity for the rider.

For fixed route fares, the fare categories are defined as follows:

- Senior: 62 years of age and older that can be proven with a birth certificate, driver's license, D.M.V. ID card or a social security Medicare card.
- Disability/Medicare: Individuals can qualify if they can present: a C.A letter confirming 50% disability, D.M.V. Disability Placard receipt, Social Security insurance award letter, Omnitrans physician statement form, or Medicare card.
- Youth: An individual 18 years of age or younger who is not already covered by the children free fare. D.M.V. ID or high school ID may be required.

For senior/disability/Medicare fares, Omnitrans offers specific ID Cards rather than requiring this information at the time of boarding.

OmniAccess Fares

OmniAccess is the complementary paratransit service required by the Americans with Disability Act (ADA). As described in the Fare Policy Requirements, OmniAccess fares are governed by a mandate that fares cannot exceed two times the base fare for fixed route service.

Exhibit 162 shows Omnitrans' proposed OmniAccess fares. There are no changes to policy, other than the proposed fare increases scheduled for FY2026 and FY2029. These changes are designed to remain consistent with the two times base fare requirement minus the \$0.25 fare subsidy provided by Measure I.

OmniAccess riders must have met ADA eligibility requirements prior to riding.

The OmniAccess fare covers the ADA-eligible rider, and each OmniAccess rider may transport up to two children at no additional cost. An ADA-qualified Access rider may have a Personal Care Attendant (PCA) accompany them at no charge. If space permits, a qualified OmniAccess rider may bring companions along; however, the companions are required to pay full OmniAccess fare.

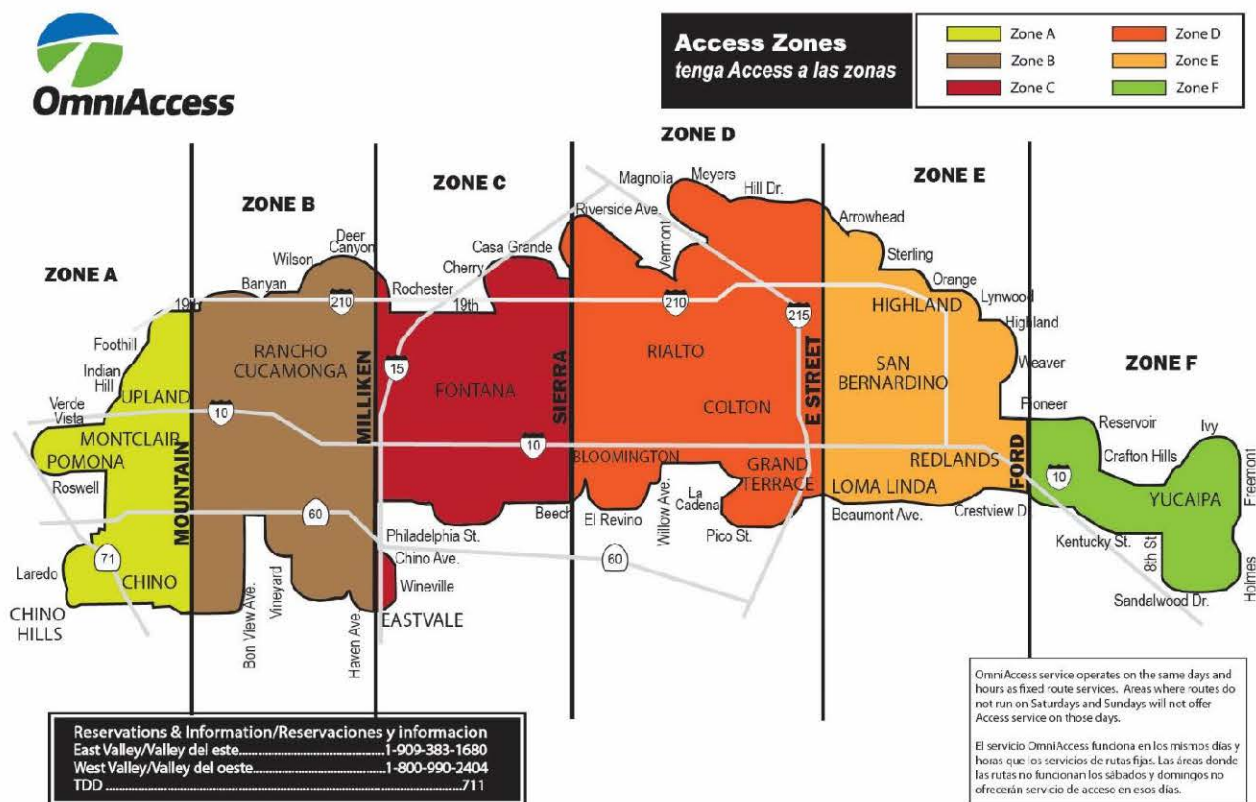
OmniAccess fares are based on the number of zones traveled. The base fare covers 1-3 Zones, which is a distance comparable to the longest routes in Omnitrans' fixed route network. The OmniAccess zone map is shown in Exhibit 163.

OmniAccess service is provided within a ¾-mile area around each Omnitrans fixed route.

Exhibit 162: Proposed OmniAccess Fare Structure

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
OmniAccess Fares										
1-3 Zone Cash/Ticket	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$4.00	\$4.00	\$4.00	\$4.25	\$4.25
Each Additional Zone	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Average Fare	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$4.69	\$4.69	\$4.69	\$5.20	\$5.20
Free Fares										
Personal Care Attendants (PCA)	Accompanying an ADA Rider									
Children	Height < 46"; limit 2 per fare paying riders.									
Measure I Fare Subsidy										
Fare Subsidy	\$0.25 per boarding									

Exhibit 163: OmniAccess Service Area Map and Zone Map, FY2023



OmniRide Fares

Exhibit 164 provides the proposed fare structure for OmniRide, Omnitrans' microtransit service.

As part of the FY2023 Annual Service Plan, the Board of Directors approved a fare reduction for seniors, people with disabilities, Medicare, or veteran customers using OmniRide services by utilizing Measure

I CTSA funds for the subsidy. This is an appropriate use of CTSA funds as it expands mobility options for seniors and individuals with disabilities. The annual cost for this subsidy is under \$10,000 per year and can be absorbed by remaining unallocated funds from the Regional Mobility Program call for projects.

Exhibit 164: Proposed OmniRide Fare Structure

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
OmniRide Fares (per ride)										
Regular	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.50	\$4.50	\$4.50	\$5.00	\$5.00
Senior/Disability/ Medicare/Veteran	\$2.00	\$2.00	\$1.00	\$1.00	\$1.00	\$1.15	\$1.15	\$1.15	\$1.30	\$1.30
Average Fare	\$2.48	\$2.48	\$2.48	\$2.48	\$2.48	\$2.79	\$2.79	\$2.79	\$3.10	\$3.10

Long-Term Fare Strategy

In addition to the specifics of the current and proposed fare policy and fare changes described above, Omnitrans anticipates monitoring and potentially implementing other changes to overall fares during this SRTP period.

Omnitrans will monitor developments in the areas of:

- **Open-Loop Fare Payments**, which is effectively the ability to take credit cards directly on board at the farebox without an intermediary technology like mobile payment.
- **Cashless On-Board Payment**, which would restrict acceptance of cash to transit centers and pass sales outlets to support the dual objectives of increasing travel speeds by reducing dwell time and reducing cash handling expense.
- **Fare Free Transit Initiatives**, which have ranged through the industry from targeted free ride programs for students like Omnitrans' pilot program called "Free Fares for School" to systemwide free fare initiatives.
- **Ticket Vending Machine (TVMs) trends**, which have varied from installing more TVMs to eliminating TVMs as mobile ticketing has become more common.
- **Fare technology upgrades**, Omnitrans current fareboxes are reaching end of life and will soon no longer be supported by the manufacturer. In order to implement open-loop fare payments and likely to go cashless, Omnitrans would need to upgrade its fare technology or alternatively, going fare free would eliminate the need. Omnitrans will monitor the developments of alternative fare technology to recommend the appropriate course of action.

Over the next few years, Omnitrans will seek funding to support a transition to open-loop fare payments and by either utilizing the California Integrated Travel Project (Cal-ITP) model including state contracts or other payment technology modeled off of and coordinated with Cal-ITP.

TITLE VI FARE AND SERVICE EQUITY ANALYSES

As a recipient of federal funding under the Federal Transit Administration's (FTA's) guidelines, Omnitrans is required to report at least triennially on compliance with Title VI requirements. These requirements are outlined in the FTA Circular FTA C 4702.1B, dated October 1, 2012. These requirements are set forth in Section 601 of Title VI of the Civil Rights Act of 1964, which states that no person will be discriminated against, excluded from, or denied service based on race, color, or national origin.

To remain in compliance with the Civil Rights Act, each transit agency must report on the services it provides in relation to the population in its service area. In this way, it may be demonstrated that no group or groups are being denied service based on discriminatory planning.

Omnitrans is also required to conduct a Title VI analysis during the planning process for every major fare or service change before it occurs. By including these Fare and Service Equity Analyses in the Short-Range Transit Plan (SRTP), Omnitrans is demonstrating compliance in that the evaluations were completed as a component of the planning process.

Fare Equity Analysis

Omnitrans' proposed Fare Policy is detailed in the previous chapter. The SRTP must deliver a proposal with a balanced budget using expected available revenue sources compared to forecasted costs. In order to develop a balanced budget and meet California's Transportation Development Act (TDA) mandated farebox recovery ratios, Omnitrans proposes two fare increases in FY2026 and FY2029.

The Fare Equity Analysis does not address whether or not the agency can increase fares, but whether or not the agency does so in a fair and equitable manner. The analysis verifies that the proposed fare changes do not unfairly impact minority ridership, either by disparate treatment (intentional action) or by disparate impact (unintentional consequence). By offering alternate fare payment forms, Omnitrans gives its riders options whereby costs can be reduced, and the effects of fare increases can be mitigated.

As Omnitrans must present a balanced budget, this SRTP includes two across-the-board fare increases: 10% increase in FY2026 and 9% in FY2029. The fare increase in FY2026 would be the first increase in 7 years as the last time Omnitrans increased fares was in FY2019. Exhibit 165 through Exhibit 167 describe the proposed fare increases.

The proposed fares maintain Omnitrans' current fare structure in terms of multiple discounts, and the relative discounts are generally maintained for discounted fare groups. OmniAccess fares are determined by a rule which states that ADA complementary paratransit fares cannot exceed two times the fixed route base fare.

The two fare increases proposed over the next seven fiscal years are necessary to close a projected budgetary shortfall.

Exhibit 165: Proposed Fixed Route Fare Structure

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Cash/Ticket Fares										
Full-Fare	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.25	\$2.25	\$2.25	\$2.50	\$2.50
Senior/Disability/Medicare/Veteran	\$0.90	\$0.90	\$0.90	\$0.90	\$0.90	\$1.00	\$1.00	\$1.00	\$1.10	\$1.10
Cash/Ticket Fares (10-Pack)										
Full-Fare	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$20.25	\$20.25	\$20.25	\$22.50	\$22.50
Senior/Disability/Medicare/Veteran	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$9.50	\$9.50	\$9.50	\$10.50	\$10.50
Day Passes (Single)										
Full-Fare	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$6.50	\$6.50	\$7.00	\$7.00
Senior/Disability/Medicare/Veteran	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$3.00	\$3.00	\$3.00	\$3.25	\$3.25
Day Passes (10-Pack)										
Full-Fare	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$59.00	\$59.00	\$59.00	\$63.00	\$63.00
Senior/Disability/Medicare/Veteran	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$27.00	\$27.00	\$27.00	\$30.00	\$30.00
7-Day Passes										
Full-Fare	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$23.00	\$23.00	\$23.00	\$26.00	\$26.00
Senior/Disability/Medicare/Veteran	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$11.00	\$11.00	\$11.00	\$13.00	\$13.00
Youth	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$17.00	\$17.00	\$17.00	\$20.00	\$20.00
31-Day Passes										
Full-Fare	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$70.00	\$70.00	\$70.00	\$80.00	\$80.00
Senior/Disability/Medicare/Veteran	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$35.00	\$35.00	\$35.00	\$40.00	\$40.00
Youth	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$53.00	\$53.00	\$53.00	\$60.00	\$60.00
GoSmart										
GoSmart	The Go Smart fare is a pre-negotiated fare for all riders that attend a partner university, college, trade/technical school, or high school, or work at a partner employer. Participants must have an active, valid Omnitrans-compatible ID card as proof of fare.									
Free Fares										
Children	Height < 46”; limit 2 free per fare-paying rider.									
Personal Care Attendant	Accompanying an ADA Rider.									
Transit Agency Employees	Omnitrans and RTA Employees and family with Employee/Family ID; OCTA, LA Metro and Foothill Transit Employees with Employee ID.									
Promotional Fares	Free or reduced fares for promotional efforts may be authorized by the Director of Marketing & Communications, the CEO/General Manager or the Board of Directors in accordance with their purchasing authority levels. Promotional fares shall be made available on a limited time basis only. Free or reduced fares cannot be provided for ongoing use by any group or organization as this would circumvent the fare policy. Special event free-ride vouchers for community organizations shall be limited to no more than two events per year.									
Regional Transfers										
OmniRide Transfer	Free with a valid OmniRide ride.									
Metrolink Transfer	Free to rider; SCRRA pays one base fare for two boardings with a MetroLink ticket/pass. A one-way Metrolink ticket can be used leaving a Metrolink station. A round trip Metrolink ticket or pass may be used to/from a Metrolink station. RCTC pays an additional half									

RTA Transfer	Omnitrans accepts valid RTA passes as a one-ride transfer at a point of contact. RTA reciprocates for local service and a \$1.50 charge for CommuterLink.
Beaumont Transit Transfer	Omnitrans accepts current valid Beaumont Transit Passes as a one-ride transfer at a point of contact. Beaumont Transit reciprocates except offers a discount on commuter link.
VVTA Transfer	Omnitrans accepts current valid VVTA Transit Passes as a one-ride transfer at a point of contact. VVTA offers a discount on BV Link passes.
Foothill Transit Transfer	Omnitrans accepts current valid Foothill Transit Passes as a one-ride transfer at a point of contact. Foothill Transit reciprocates.
Sunline Transit Transfer	Omnitrans accepts current valid Sunline Passes as a one ride transfer at a point of contact. Sunline reciprocates.
Measure I Subsidy	
On Board S&D	\$0.10 per boarding
Outlet S&D	\$0.05 per boarding

Exhibit 166: Proposed OmniAccess Fare Structure

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
OmniAccess Fares										
1-3 Zone Cash/Ticket	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$4.00	\$4.00	\$4.00	\$4.25	\$4.25
Each Additional Zone	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Free Fares										
Personal Care Attendants (PCA)	Accompanying an ADA Rider									
Children	Height < 46"; limit 2 per fare paying riders.									
Measure I Fare Subsidy										
Fare Subsidy	\$0.25 per boarding									

Exhibit 167: Proposed OmniRide Fare Structure

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
OmniRide Fares (per ride)										
Regular	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.50	\$4.50	\$4.50	\$5.00	\$5.00
Senior/Disability/Medicare/Veteran	\$2.00	\$2.00	\$1.00	\$1.00	\$1.00	\$1.15	\$1.15	\$1.15	\$1.30	\$1.30

FY2026 Proposed Fare Increase

A comparison was made between the media types most affected by the proposed fare changes, the proportion of minority use of those affected media types, the propensity of use of the media types in question, and how these compare to the minority proportion found within the agency's service area and area served.

Proportions of minority and non-minority populations were determined for the regions defining our Service Area, and the half-mile buffer region around all of Omnitrans' fixed routes. This was done to obtain a baseline level estimation of minority proportions of our ridership.

As well, proportion of minority usage for each fare media type was determined from data taken from the results of the 2017 Onboard Rider Survey, which was the most recent onboard survey data which

estimated fare media type usage by ethnicity. This was cross referenced with data determining propensity of use of fare media type obtained by our farebox system.

The greatest differential in fare increases by media type were not found to correspond to the highest proportion of minority use of the respective fare media type or to the greatest positive difference between minority use of fare media type and baseline minority proportion within the fixed route buffer region. The only times these two phenomena do correspond is with Veteran fare 7-day passes and with Youth fare 31-day passes. As well, fare type use must account for propensity of use of that fare media type; in that, there is little correspondence between the preponderant use of a fare media type and the proportion of minority use of that media type or in how much higher over average its fare is proposed to be raised. The only times these do occur are for General/Full fare 31-day passes and for Senior/Disabled fare 31-day passes. In both these cases, alternate fare media options exist with the 7-day pass packets which are priced more affordably, and which will not have as great a differential in price increase. Even 10-day passes, which have differentials between 8.0% and 11.8%, are still lower than the differentials for both the 7-day passes and the 31-day passes. In all cases in which fare increase seems onerous to a particular fare media type, riders within the affected categories have other fare media options by which they can save money.

FY2029 Proposed Fare Increase

With the proposed fare increase for FY2029, there were several differences noted in Exhibit 168. First, the overall increases were less than for those proposed for FY206 (with few exceptions). Second, there continues to exist better options in all cases for riders to purchase different fare types if one or another type had increased extraordinarily.

Exhibit 168: FY2029 Proposed Fare Increase by Type

Fare Type	% Differential in Proposed Fare Increase	Difference between Usage Minority and Buffer Minority Proportions	Variance from Mean of Adjusted Fare Use Overall
General/Full fare 1-day pass	7.70%	2.24%	12.93%
General/Full fare 1-way cash	11.10%	7.28%	-1.54%
General/Full fare 7-day pass	13.00%	4.05%	1.48%
General/Full fare 31-day pass	14.30%	3.18%	11.60%
Senior/Disabled fare 1-day pass	8.30%	-2.76%	7.36%
Senior/Disabled fare 1-way cash	10.00%	-15.15%	-3.58%
Senior/Disabled fare 7-day pass	18.20%	-12.53%	-1.66%
Senior/Disabled fare 31-day pass	14.30%	-11.56%	4.75%
Veteran fare 1-day pass	8.30%	-2.63%	-5.43%
Veteran fare 1-way cash fare	10.00%	-1.81%	-6.69%
Veteran fare 7-day pass	18.20%	10.12%	-6.47%
Veteran fare 31-day pass	14.30%	-23.70%	-5.73%
Youth fare 7-day pass	17.60%	17.42%	-4.65%
Youth fare 31-day pass	13.20%	10.37%	-1.77%

For example, for Senior/Disabled/Veteran 7-day passes, which had proposed to increase 22.0% for FY2025, the proposed increase was still high at 18.2% for FY2029. But in this case, the riders within this cohort had the options to purchase passes for one-day, 10-day (at 10.5% or 11.1%), or 31-day periods, which were all lower proportion increases than for the 7-day passes. For Youth Fare 7-day

passes, the proposed increase is 17.6%, which is challenging considering that the minority usage difference is a high 17.42% for that fare type. However, this increase offers options as well, since Youth fare 31-day passes can still be purchased at a much lower proposed fare increase of 13.2%, which will save the purchaser significantly on price per fare. 31-day passes for the general public and for Senior/Disabled/Veterans did go up 14.3%, which was higher, and these do accord with higher variance from mean adjusted fare use at 11.6% and 4.75% above mean use, respectively. However, riders do have the option of purchasing 7-day or 10-day passes; one or the other fare type offers better deals depending on the cohort using them.

In all cases, the increases are not uniform across the board, and offer riders the opportunity to save money on a per-fare basis by purchasing other fare types which do not increase in price as much.

Fare Equity Analysis Conclusion

The proposed fare increases for FY2026 and FY2029 will not disparately impact minority populations, nor will they impose a disproportionate burden on them. Omnitrans would remain in compliance with its Title VI mandate with both proposed fare increases.

Service Equity Analysis

As part of the constrained plan, it is anticipated that Omnitrans focus on two major service changes within this SRTP.

Between FY2023 through the end of FY2025, Omnitrans is focusing on service resumption to restore service to planned levels to improve overall ease of use of the system. The primary focus is on frequency resumption and improved transfer connectivity.

In partnership with San Bernardino County Transportation Authority (SBCTA), Omnitrans is planning to deliver the West Valley Connector bus rapid transit line, including constructing electrical charging upgrades at the West Valley Maintenance Facility and conducting training and commissioning to initiate revenue service in 2025.

Service Equity for Service Resumption

Omnitrans established a service resumption plan in the wake of the COVID-19 pandemic to return to normal service levels in a strategic and fiscally sustainable manner. A seven-step resumption plan was adopted by our Board of Directors as part of the FY2022 Annual Service Plan as shown in Exhibit 169.

Exhibit 169: Service Resumption Plan, FY2022

7-Step Service Resumption Plan	
Step 1:	Resume canceled routes, e.g., Route 67, with a focus on schools.
Step 2:	Resume specific school tripper service.
Step 3:	Return AM peak frequencies on core routes.
Step 4:	Second Tier routes (which were reduced to 60-minute frequencies) will be returned to 30-minute peak frequency service.
Step 5:	Return 15-minute peak service on core routes.
Step 6:	Resume remaining weekday service.
Step 7:	Resume Weekend Services that had been reduced.

Exhibit 170: Determination of Minority and Low-Income Minority to Service Resumption Plan, FY2022

Demographic Buffer	Total Population	Minority *	% Minority	Low-Income White (Adjusted)	Low-Income or Minority (LIM)	% LIM
Population of County (2019)	2,180,085	1,584,922	72.7%	68,274	1,653,196	75.8%
Population of Service Area (Includes Area within All JPA Cit'ies' Limits)	1,556,579	1,194,514	76.7%	33,614	1,228,128	78.9%
3/4-Mile of Any Fixed Route Stops (September 2020 Alignment)						
Within (ADA/OmniAccess Area Served)	1,352,319	1,063,812	78.7%	29,490	1,093,302	80.8%
Not-Within	827,766	521,110	63.0%	38,784	559,894	67.6%
County Total	2,180,085	1,584,922	72.7%	68,274	1,653,196	75.8%
1/2-Mile of Any Service Stops (includes 60-Minute or greater service)						
Within	1,213,144	965,457	79.6%	25,242	990,699	81.7%
Not Within	966,941	619,465	64.1%	43,032	662,497	68.5%
1/2-Mile of Step 0 Service Resumption (Status Quo)						
Within	1,200,392	960,683	80.0%	25,209	985,892	82.1%
Not Within	979,693	624,239	63.7%	43,065	667,304	68.1%
1/2-Mile of Service Resumption Steps 1, 2, 3						
Within	543,116	445,564	82.0%	10,910	456,474	84.0%
Not Within	1,636,969	1,139,358	69.6%	57,364	1,196,722	73.1%
1/2-Mile of Service Resumption Step 4						
Within	693,650	555,996	80.2%	14,731	570,727	82.3%
Not Within	1,486,435	1,028,926	69.2%	53,543	1,082,469	72.8%
1/2-Mile of Service Resumption Step 5						
Within	470,325	397,707	84.6%	10,022	407,729	86.7%
Not Within	1,709,760	1,187,215	69.4%	58,252	1,245,467	72.8%
1/2-Mile of Service Resumption Steps 6 & 7						
Within	760,268	615,371	80.9%	16,011	631,382	83.0%
Not Within	1,419,817	969,551	68.3%	52,263	1,021,814	72.0%
1/2-Mile of Concatenated Steps 1-4						
Within	965,819	776,307	80.4%	19,951	796,258	82.4%
Not Within	1,214,266	808,615	66.6%	48,323	856,938	70.6%
1/2-Mile of Concatenated Steps 1-5						
Within	984,061	791,036	80.4%	20,480	811,516	82.5%
Not Within	1,196,024	793,886	66.4%	47,794	841,680	70.4%
1/2-Mile of Concatenated Steps 1-7						
Within	984,061	791,036	80.4%	20,480	811,516	82.5%
Not Within	1,196,024	793,886	66.4%	47,794	841,680	70.4%

*Defined as total population minus White Alone (not Hispanic or Latino). By default, all not white alone equate to "minority".
All population estimates derived by GIS selection of block group data, except for determination of Low-Income Whites, which is at the tract level.

A service equity analysis was conducted prior to the adoption of the plan. For every step in the Service Resumption Plan that goes into effect, those who benefit by returning services will be in communities with Low-Income or Minority (LIM) proportions which are higher than that within in our service area overall. Details of the determination of LIM proportions in our service area in relation to our proposed Resumption Steps are in Exhibit 170. As each step in the Service Resumption Plan has a positive effect on a greater proportion of LIM ridership than that seen in the service area overall, there is no disparate impact or disproportionate burden placed LIM population. Omnitrans remained in compliance with its Title VI mandate.

Omnitrans continues its service resumption plan as part of the FY2023 Annual Service Plan. It is forecasted that Omnitrans reaches 100% of planned services by the end of FY2025.

Service Equity Analysis for the sbX Purple Line

The San Bernardino County Transportation Authority (SBCTA) in cooperation with the Federal Transit Administration (FTA) prepared the Environmental Impact Report/Environmental Assessment for the West Valley Connector project in 2019 that will operationally become the sbX Purple Line in 2025.

SBCTA Board of Directors certified the Final Environmental Impact Report/Environmental Assessment in May 2020. The Environmental Document included an assessment of impacts on Environmental Justice (Low-Income and Minority) populations and concluded that the project would not have an impact on Environmental Justice populations.

Prior to the implementation of revenue service of the sbX Purple Line, Omnitrans will complete a service equity analysis to be approved by our Board of Directors in the Annual Service Plan.

PUBLIC OUTREACH

ConnectForward Plan

In 2019 Omnitrans was working on the SRTP that focused on financial sustainability to balance the agency's budget and to prepare for future regional and community transit needs. The document focused on the long-term ConnectForward Plan that began with the work of the joint Omnitrans and San Bernardino County Transportation Authority (SBCTA) Ad Hoc Committee that included both service reductions and an increase in funding. Most of this plan was developed long before COVID-19 impacted system ridership and revenue.

Route eliminations, frequency changes, new services, and other network and policy changes were proposed. Together, these proposals on an annualized basis resulted in the 11%, 71,000 revenue hour, and \$5 million reduction as recommended by the Ad Hoc Committee. A service equity analysis of these proposals was completed and concluded that all proposed changes did not result in disparate impact or impose disproportionate burdens on minority populations.

Omnitrans held public meetings to gather feedback on the proposals. Between January and February 2020 Omnitrans held 22 public meetings shown in Exhibit 171. During these meetings, Omnitrans staff interacted with 750 people. Omnitrans received a total of 358 comments at these meetings, via email, over the phone and through social media. Sixty-six percent of these comments were related to the ConnectForward proposals. Thirty-four percent of the comments were categorized as Other. Exhibit 172 through Exhibit 174 provide a summary of the public comments.

Exhibit 171: ConnectForward Public Meetings

CITY/COMMUNITY	LOCATION	DATE	TIME
San Bernardino	San Bernardino Transit Center	Monday, January 13, 2020	6:00 A.M. – 9:00 A.M.
San Bernardino	San Bernardino Transit Center	Monday, January 13, 2020	3:00 P.M. – 6:00 P.M.
*Yucaipa	Yucaipa City Hall	Tuesday, January 14, 2020	3:00 P.M. – 5:00 P.M.
Fontana	Fontana Transit Center	Wednesday, January 15, 2020	6:00 A.M. – 9:00 A.M.
*Upland	Upland City Hall	Wednesday, January 15, 2020	3:00 P.M. – 6:00 P.M.
Fontana	Fontana Transit Center	Thursday, January 16, 2020	3:00 P.M. – 6:00 P.M.
Rialto	Foothill & Riverside Bus Stops	Friday, January 17, 2020	11:00 A.M. – 2:00 P.M.
Montclair	Montclair Transit Center	Tuesday, January 21, 2020	6:00 A.M. – 9:00 A.M.
Chino	Chino Transit Center	Tuesday, January 21, 2020	3:00 P.M. – 6:00 P.M.
*San Bernardino	Plans and Programs Meeting	Wednesday, January 22, 2020	9:00 A.M.
Redlands	Redlands Mall Bus Stops	Thursday, January 23, 2020	3:00 P.M. – 6:00 P.M.
Ontario	Ontario Mills	Friday, January 24, 2020	11:00 A.M. – 2:00 P.M.
*Grand Terrace	Grand Terrace Community Room	Monday, January 27, 2020	3:00 P.M. – 5:00 P.M.
Montclair	Montclair Transit Center	Wednesday, January 29, 2020	11:00 A.M. – 2:00 P.M.
*Chino Hills	Chino Hills City Hall	Wednesday, January 29, 2020	4:00 P.M. – 7:00 P.M.
San Bernardino	San Bernardino Transit Center	Thursday, January 30, 2020	6:00 A.M. – 9:00 A.M.
*Fontana	Fontana City Hall	Thursday, January 30, 2020	3:00 P.M. – 6:00 P.M.
*Ontario	Dorothy Quesada Community Center	Monday, February 3, 2020	4:00 P.M. – 7:00 P.M.
Colton	Arrowhead Regional Medical Center Transfer Center	Tuesday, February 4, 2020	11:00 A.M. – 2:00 P.M.
*San Bernardino	Omnitrans: East Valley Facility	Tuesday, February 4, 2020	4:00 P.M. – 7:00 P.M.
*San Bernardino	Board Meeting	Wednesday, February 5, 2020	8:00 AM
Rancho Cucamonga	Chaffey College Transit Center	Thursday, February 6, 2020	11:00 A.M. – 2:00 P.M.

*Formal Public Hearings.

The ConnectForward Plan proposed the following:

- Route Eliminations: Routes 5, 7, 20, 80, 86, 308, 325 and 365
- Frequency Changes: Routes 2, 3, 4, 8, 14, 22, 61, 66, 290, 309, and 310
- Map Changes: Routes 1, 29, 81, 82, 83, and 84
- New Routes: Routes 6, 87, 305, and 383
- New Services: MicroTransit Chino Hills
- Access Map Changes: Eliminate Beyond the Boundary Service and map changes associated with fixed route changes
- Access Policy Changes: 3-day reservation window

Of the comments that identified a route, a total of 70% of the comments related to OmniGo Yucaipa (Routes 308/309/310) and OmniGo Grand Terrace (Route 325). Of the 70%, 32% related to Yucaipa and essentially asked for additional service rather than service reductions. Of the 70%, 38% were related to OmniGo Grand Terrace and over half of those were from one individual. The requests in Grand Terrace related to maintain service to the Grand Terrace Senior Center and maintaining a one-seat ride between the VA Hospital and the Senior Center. While Omnitrans understood the requests from these communities, the primary services in these areas were not financially sustainable.

In both cases, Omnitrans' Mobility Services Department partners with the cities through the Regional Mobility Partnership (RMP) program. At the time, a new call for projects was issued for the RMP program and Omnitrans helped the cities apply for additional grant funding.

Exhibit 172: Summary Public Comments, ConnectForward

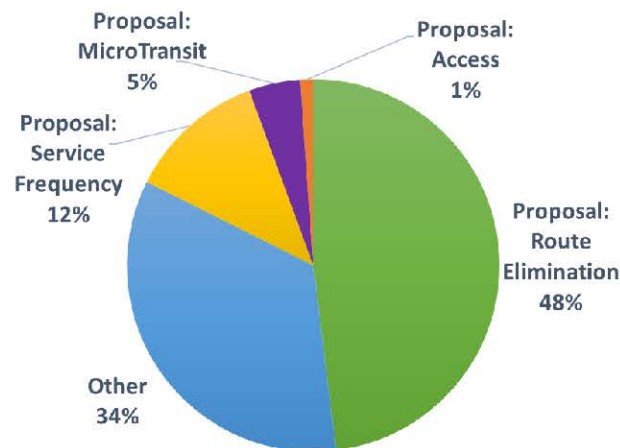
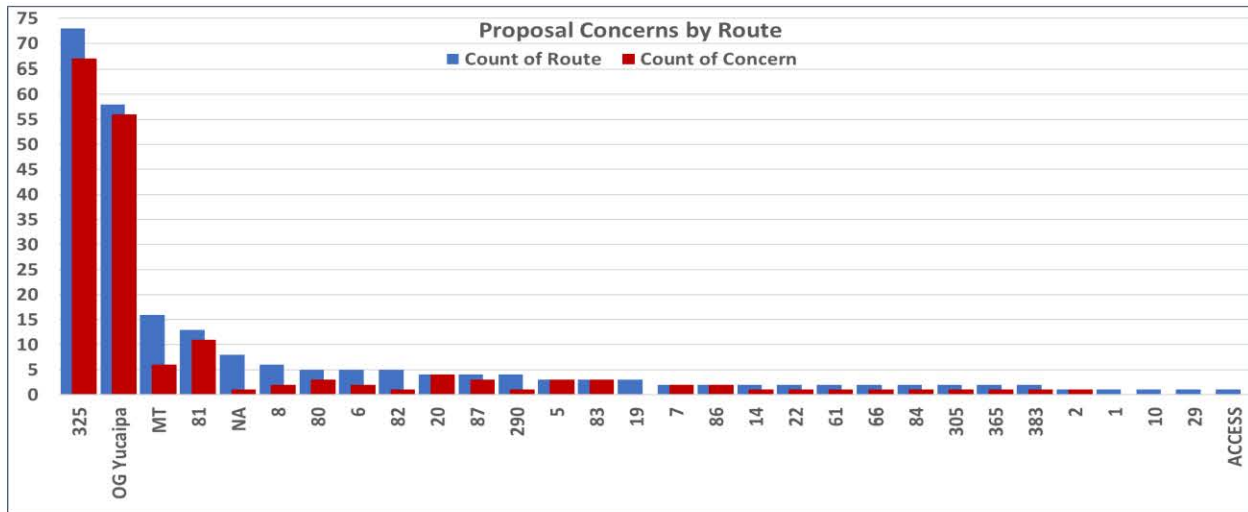


Exhibit 173 shows the distribution of comments by route. The blue is the total number of comments, the red the total number of concerns, and then the gap between the blue and the red show the share of positive comments by route. As can be seen in this graph, there were very few comments on any service change other than OmniGo Grand Terrace (325) and OmniGo Yucaipa (Routes 308/309/310). The only other comment with double digit concerns related to Route 81, where there were requests to maintain service to Ontario Mills. Following these comments, Omnitrans was able to maintain service to Ontario Mills on Route 81.

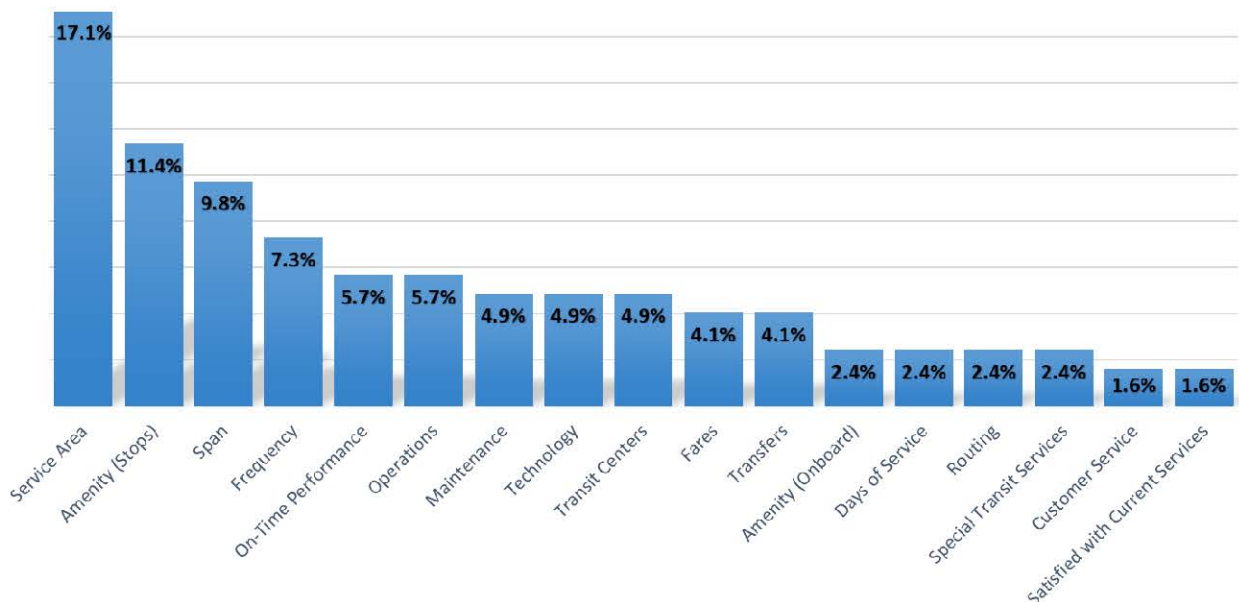
Exhibit 173: Public Comments by Route, ConnectForward



The four most common Other comments include: 1) a desire for additional service area, with Redlands Community Hospital and South Ontario/Chino being mentioned with most frequency, 2) requests for additional stop amenities including shelters and benches, 3) request for longer hours of span, particularly on weekend evenings, and 4) more frequency across routes that were not seeing service changes.

Exhibit 174: Other Public Comments, ConnectForward

'Other' Category Comment Breakdown



Due to the uncertainty of the COVID-19 pandemic at the time, the ConnectForward Plan became the basis for the FY021 Annual Service Plan. The service plan focused on the financial sustainability of the agency and scalability of returning to normal planned service levels. The FY2021 Annual Service Plan was approved by the Omnitrans' Board of Directors in May 2020. In September 2020, Omnitrans implemented the ConnectForward Plan changes.

FY2023-2030 SRTP

In February 2023, Omnitrans held public meetings to gather public feedback on the:

- **Fiscal Year 2024 (FY2024) Service Plan - Service Resumption** Omnitrans continues its adopted Service Resumption Plan in FY2024, which begins in July 2023. Omnitrans seeks public input on the resumption plan. It is projected that service resumption continues through FY2025 before reaching 100% of planned services. The plan prioritizes restoring services to 30-minute frequency and 15-minute frequency routes followed by weekend services.
- **Short-Range Transit Plan** Omnitrans seeks public input on its FY2023-2030 Short-Range Transit Plan (SRTP). Through the end of FY2025 Omnitrans plans to focus on service resumption efforts per the adopted Service Resumption Plan. In mid-to-late 2025, Omnitrans plans to launch the sbX Purple Line, currently known as the West Valley Connector project, being planned and constructed in partnership with San Bernardino County Transportation Authority (SBCTA). Omnitrans proposes maintaining current fares for at least the next two years with potential fare changes in FY2026 and FY2029.

The SRTP also identifies services that Omnitrans will seek additional funding for through grants and other sources that meet needs previously expressed by the community. Omnitrans will seek funding for services ranging from increased frequency, limited stop service, additional OmniRides and expanded weekend and holiday service.

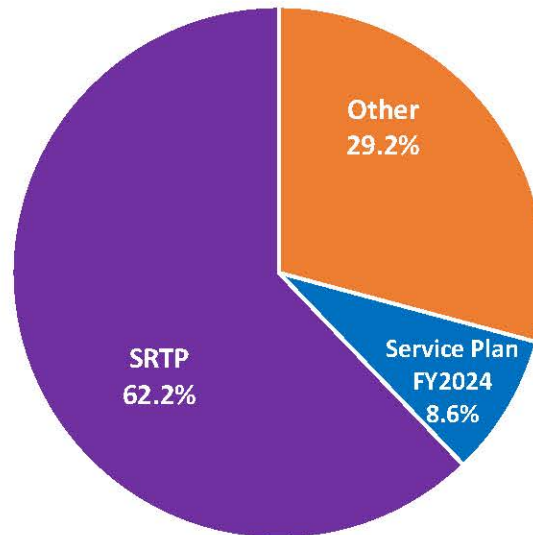
A total of 18 public meetings were held as shown in Exhibit 175. By meeting at the locations below, Omnitrans staff had the opportunity to interact with public members on all fixed and on-demand services. During these meetings Omnitrans staff interacted with 300 people. Omnitrans received a total of 185 comments at these meetings, on our webpage, via email, via mail, over the phone, and through social media.

Exhibit 175: FY2024 Service Plan and FY2023-2030 SRTP Public Meetings

CITY/COMMUNITY	LOCATION	DATE	TIME	ROUTES TO MEETING
Chino	Chino Transit Center	Thursday, February 2, 2023	3:00 P.M. - 7:00 P.M.	83, 84, 85, 88, OmniRide Chino Hills
Colton	Arrowhead Regional Medical Center	Friday, February 3, 2023	7:00 A.M. - 10:00 A.M.	1, 19, 22, OmniRide Bloomington
Rialto	Foothill @ Riverside Bus Stop	Friday, February 3, 2023	3:00 P.M. - 6:00 P.M.	14, 22
Montclair	Montclair Transit Center	Monday, February 6, 2023	6:00 A.M. - 9:00 A.M.	66, 84, 85, 88, OmniRide Upland
Ontario	Ontario Mills	Monday, February 6, 2023	11:00 A.M. - 2:00 P.M.	61, 81, 82
San Bernardino*	Omnitrans Metro Facility	Monday, February 6, 2023	5:00 P.M. - 7:00 P.M.	14
San Bernardino	San Bernardino Transit Center	Tuesday, February 7, 2023	6:00 A.M. - 9:00 A.M.	sbX, 1, 2, 3, 4, 6, 8, 10, 14, 15, 215, 300, 305
Fontana	Fontana Transit Center	Tuesday, February 7, 2023	3:00 P.M. - 6:00 P.M.	10, 14, 15, 19, 61, 66, 67, 82, 312
Yucaipa	Yucaipa Transit Center	Wednesday, February 8, 2023	1:00 P.M. - 4:00 P.M.	19, 319
Virtual Meeting*	Online	Wednesday, February 8, 2023	6:00 P.M. - 7:00 P.M.	Online
Ontario	Civic Center	Thursday, February 9, 2023	6:00 A.M. - 9:00 A.M.	61, 83, 87
Rancho Cucamonga	Rancho Cucamonga Metrolink Station	Thursday, February 9, 2023	11:00 A.M. - 2:00 P.M.	82, 380
Redlands	Redlands Mall	Friday, February 10, 2023	10:00 A.M. - 1:00 P.M.	8, 15, 19
Loma Linda	VA Hospital	Friday, February 10, 2023	3:00 P.M. - 6:00 P.M.	sbX, 2, 19
Virtual Meeting*	Online	Saturday, February 11, 2023	10:00 A.M. - 11:00 A.M.	Online
San Bernardino	Cal State	Monday, February 13, 2023	7:00 A.M. - 10:00 A.M.	sbX, 2, 6, 312
Highland	Baseline @ Boulder Bus Stop	Monday, February 13, 2023	1:00 P.M. - 4:00 P.M.	3, 4, 15
Muscoy	Baker Learning Family Center	Tuesday, February 14, 2023	11:30 A.M. - 1:30 P.M.	312

Exhibit 176 shows the breakdown of the comments received by the public. Just over 62% (n=115) of the comments related to the SRTP, including the sbX Purple Line, fare proposals, and future service enhancements outlined in the Unconstrained Plan of this SRTP. Only 8.6% (n=16) of the comments were about the FY2024 Service Plan proposal which proposes to continue with the Service Resumption Plan to reach 100% of planned service levels. Just over 29% (n=54) of the comments were not related to either the SRTP or the FY2024 Service Plan, so they were categorized as “Other”.

Exhibit 176: Summary Public Comments, FY2023-FY2030 SRTP & FY2024 Service Plan

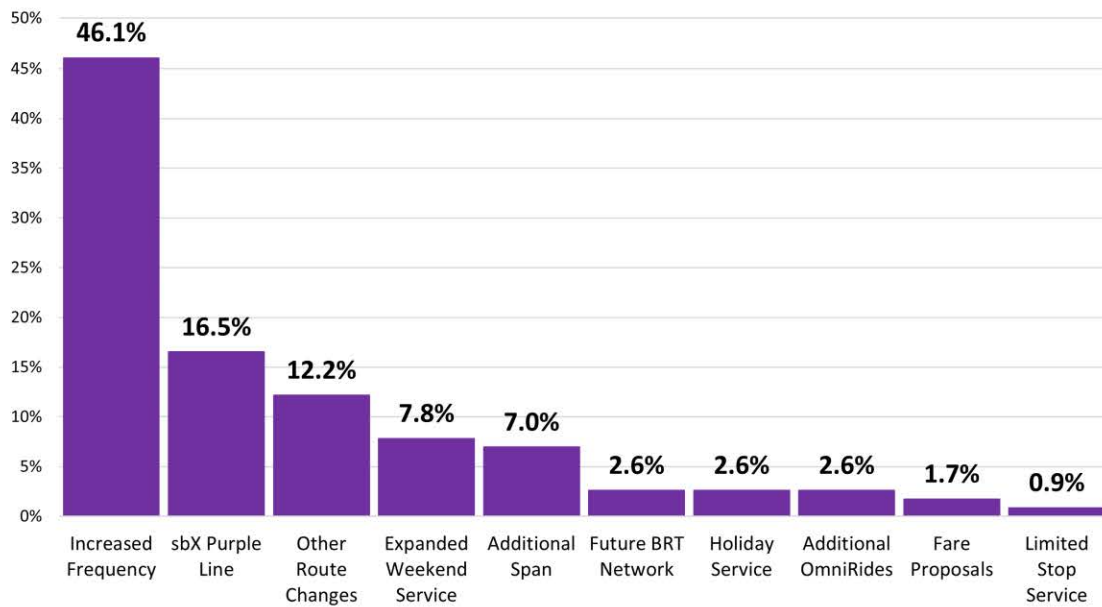


Of the SRTP-related comments 46% called for increased frequency as shown in Exhibit 177. Routes 2, 290, and 319, were the three routes the public wrote for this service enhancement. Increasing frequency on these routes go beyond the frequency levels approved within the ConnectForward Plan. Route 319 received 94% of the 46% comments supporting increased frequency. Nearly half of the comments supporting increased frequency for Route 319 were written by employees or staff with a Yucaipa Joint Unified School District email.

With respect to the sbX Purple Line, there were comments that supported the project and that supported extended weekend service and additional span. Of the 19 comments, only three expressed concerns over the underlying local route changes: one on the proposed frequency reduction of Route 61; one on the proposal to split Route 61 into East and West routes; one on the proposal to end Route 82 at Ontario Mills. More information about the proposed 61-East, 61-West, and Route 82 can be found in the Constrained Plan chapter.

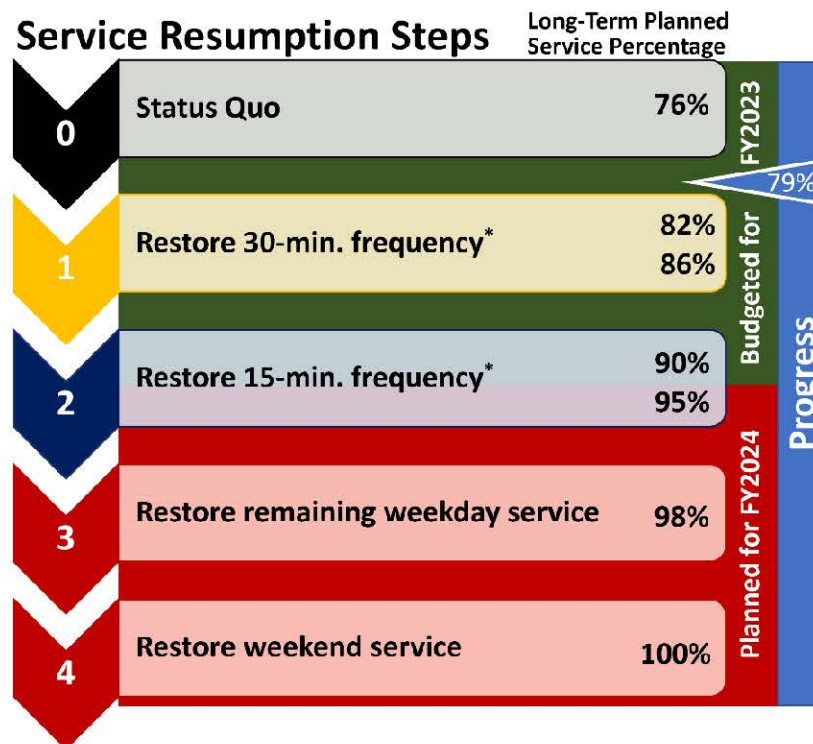
Printed information, including hand outs, and staff advised the public that any proposed service and fare changes in the SRTP are subject to additional public hearings prior to any implementation.

Exhibit 177: SRTP Comment Breakdown



Only 8.6% (n=16) of the total comments related to the FY2024 Service Plan proposal to continue with the Service Resumption Plan that was adopted in the FY2023 Service Plan shown in Exhibit 178. Exhibit 179 details which routes the public supports the resumption of service.

Exhibit 178: Adopted FY2023 & Proposed FY2024 Service Resumption Plan





SHORT-RANGE TRANSIT PLAN FY2023-FY2030

SBCTA Transit Committee
May 11, 2023



SHORT-RANGE TRANSIT PLAN (SRTP)

- 7-year business plan for the agency
- Approved by Omnitrans' Board of Directors April 2023
- Built on FY2021-2025 Strategic Plan & ConnectForward Plan



SHORT-RANGE
TRANSIT PLAN
FY2023 – 2030





STRATEGIC PLAN FRAMEWORK

OUR MISSION

and purpose as an organization

CONNECT
our community with

COORDINATED
and

SUSTAINABLE
transit service

OUR VALUES

Our values are the shared beliefs that represent what are most important to us as an organization.



SAFETY



INNOVATION



CUSTOMER-FOCUSED



DIVERSITY



PERFORMANCE



COLLABORATION



INTEGRITY



LEADERSHIP

OUR VISION

for the future and ultimate goal

PROVIDE
innovative mobility solutions that

CONNECT
our region and

STRENGTHEN
the economy



SRTP HEADLINES

Four Key Takeaways

- 1) **Balanced Operating & Capital Forecast through 2030**
- 2) **Focus on Service Resumption during FY2024 & FY2025**
- 3) **West Valley Connector/sbX Purple Line Starts FY2025 & FY2026**
- 4) **Additional services beyond resumption & WVC require additional funding or reallocation of services**





FAMILY OF SERVICES

OmniTrans operates a family of services designed to match service offered with ridership demand and intensity of the land use served



Bus Rapid Transit (BRT)
sbX Green Line



Community Circulators
& First/Last Mile Shuttles



ADA Paratransit
OmniAccess



Local & Express
Fixed Routes



MicroTransit
OmniRide



Mobility
Services

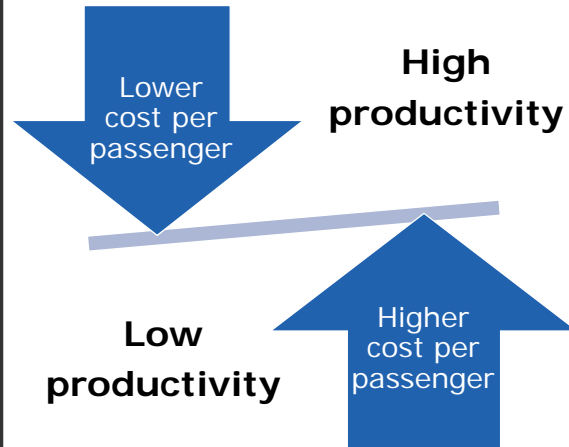
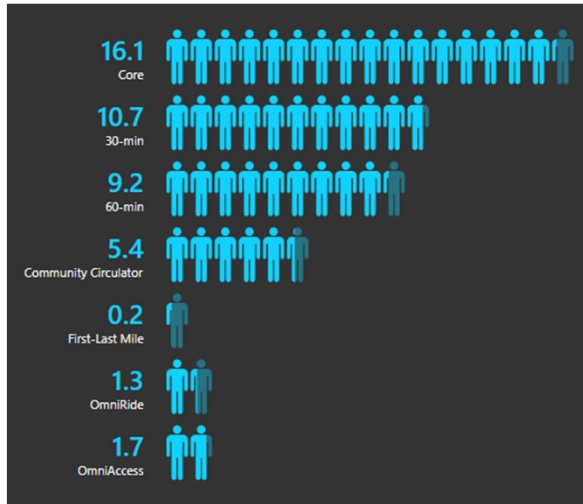


BALANCING SERVICE NEEDS



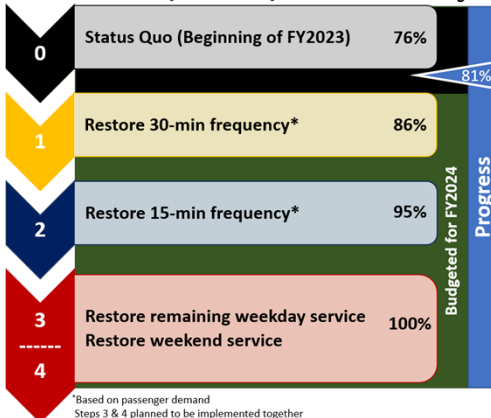


RIDERSHIP TRENDS

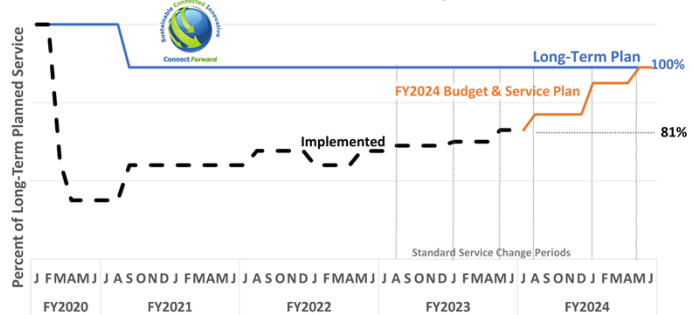


FY2024-2025: SERVICE RESUMPTION FOCUS

Service Resumption Steps



Fixed Route Service Resumption Path





WEST VALLEY CONNECTOR

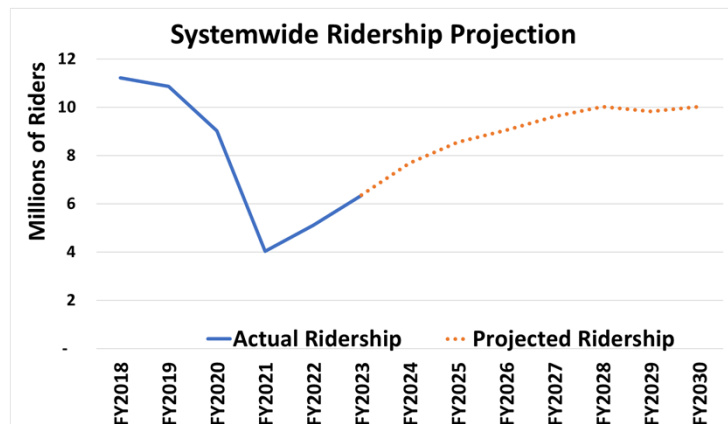
- **Planned Revenue Service: Mid-Late 2025**
- **Service to be operated as sbX Purple Line**
- **Approx. \$200 million in competitive federal & state funding to region**



RIDERSHIP ASSUMPTION

**Conservative approach:
Ridership does not reach
pre-pandemic ridership
before 2030**

**Ridership growth lags
service resumption**



10



FARE POLICY

Maintain fare policy through FY2026

- \$2.00 current base fare, set in September 2019
- Potential changes in FY2026 & FY2029
 - FY2026: \$2.25, +\$0.25, 12.5%
 - FY2029: \$2.50, +\$0.25, 11.1%

Free Fares for School continuing in FY2024

11



BALANCED OPERATING & CAPITAL FORECAST



12



CAPITAL PLAN

Includes planned:

- Revenue Fleet Replacement including Zero Emission Buses (ZEBs) & Infrastructure through 2030
- Non-Revenue fleet replacements
- Facility Projects to maintain State of Good Repair
- Information Technology Projects
- Transit Enhancements/Safety & Security



UNCONSTRAINED PLAN



Seek funding for additional **services** & **capital**: FY2026+

Services

- Frequency on core network
- Weekend service on sbX (Green & Purple Lines)
- Limited Stop Mid-Valley route
- Additional OmniRides
- Holiday Service
- Frequency on Haven Ave.

- Service span
- Local routes
- Tunnel to Ontario Airport

Capital

- Supporting capital for unconstrained services
- Property for Hydrogen Facility
- Solar & Battery Storage



THANK YOU

Minute Action

AGENDA ITEM: 18

Date: June 7, 2023

Subject:

San Bernardino County Quarterly Multimodal Update Fiscal Year 2022/2023 Second Quarter

Recommendation:

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2022/2023.

Background:

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

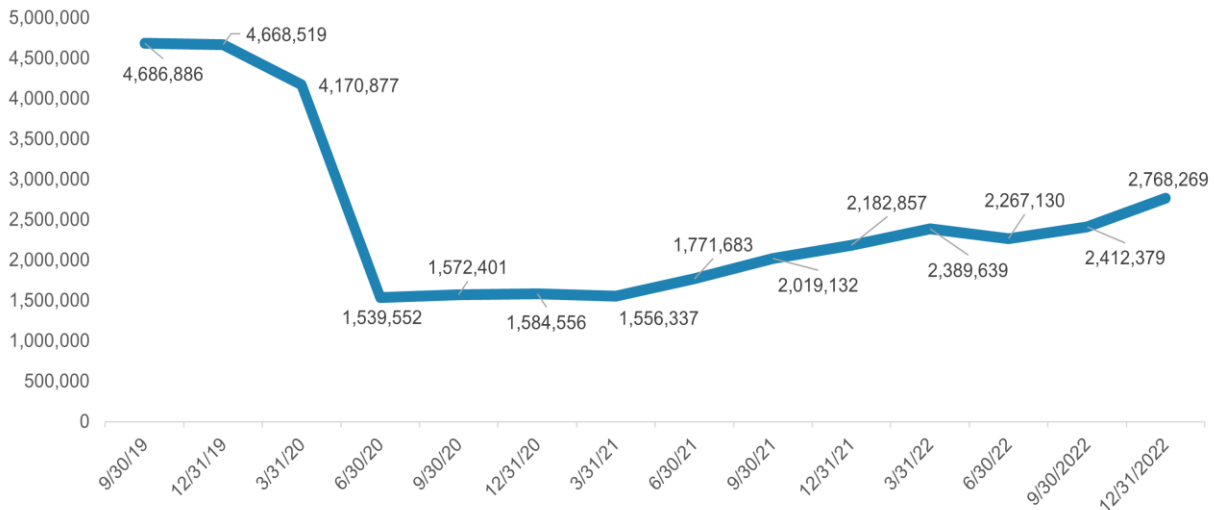
The primary source of data used in the Report is from TransTrack. TransTrack is a county-wide transit performance software that the San Bernardino County (County) transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented. SCRRA data is collected directly from SCRRA staff and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. SBCTA is working with SCRRA on adding access to Arrow Service data through TransTrack for consistency.

Overall, the County's public transit operators provided more than 2.8 million trips in the second quarter of Fiscal Year (FY) 2022/2023, which was a 15 percent increase from the previous quarter (Exhibit 2).

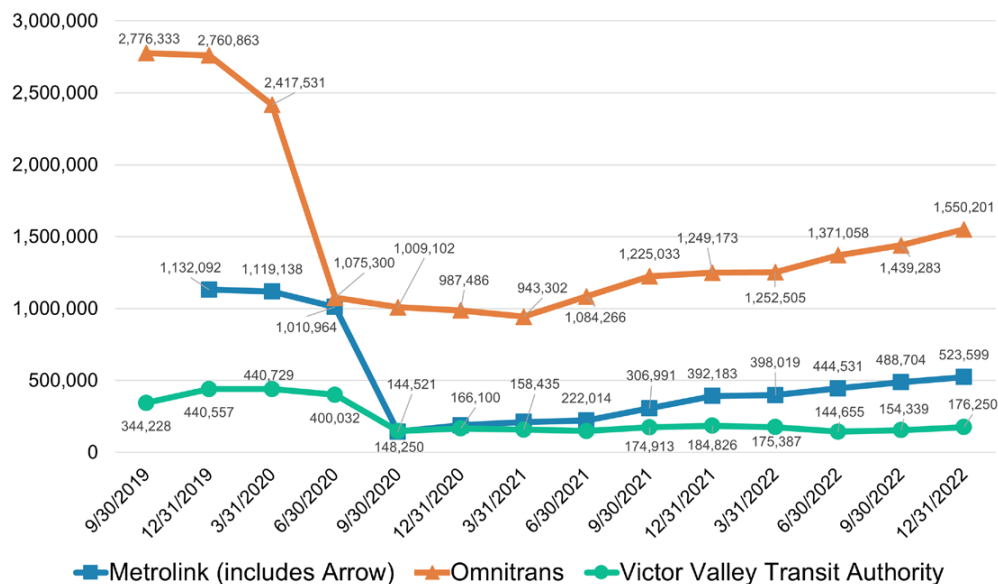
Board of Directors Agenda Item

June 7, 2023

Page 2

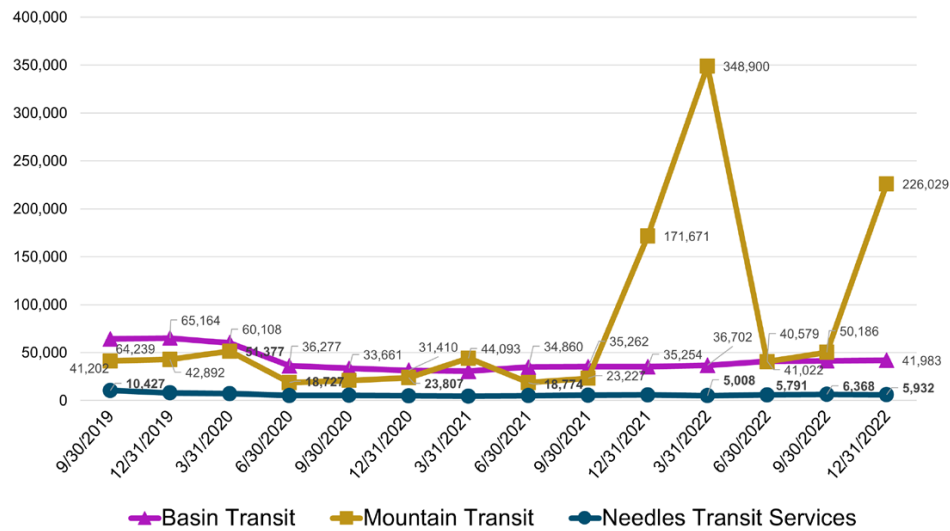
Exhibit 2 (From Report), Countywide Quarterly Ridership Total, All Transit Modes

The larger operators saw the largest increases in ridership, with Metrolink, Omnitrans, and Victor Valley Transit Authority (VVTA) collectively adding 197,600 more trips over the first quarter of FY 2022/2023. VVTA saw a substantial increase of 44 percent, while Metrolink ridership increased by 2 percent over the prior quarter, and Omnitrans increased an approximate 8 percent in ridership (Exhibit 3).

Exhibit 3 (From Report), Larger Operators Quarterly Ridership

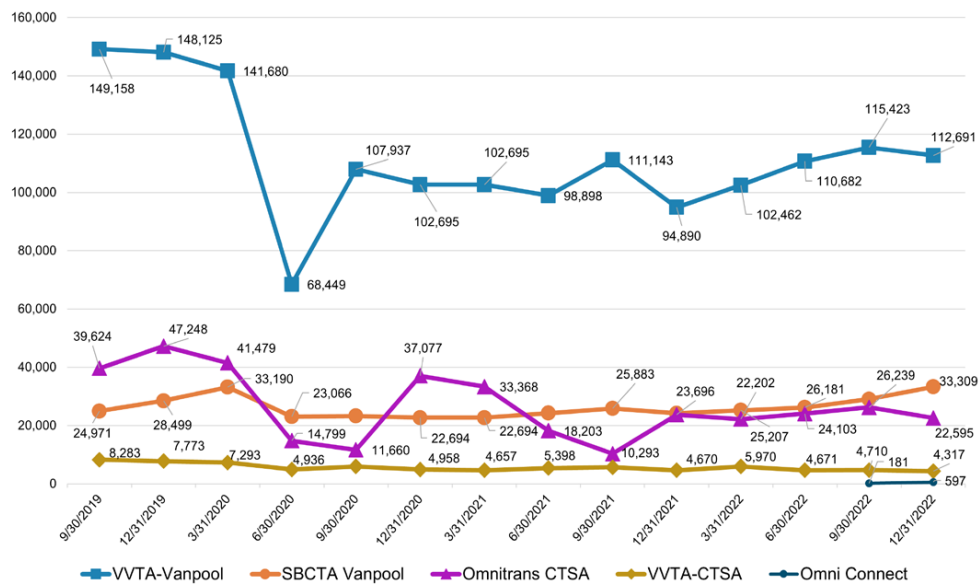
Among these small operators, there was an increase of 274,000 more trips than in the previous quarter. Basin Transit (formerly Morongo Basin Transit Authority) held steady with an almost 2 percent increase. Mountain Transit had a 350 percent increase, and Needles Transit saw a decrease of 7 percent (Exhibit 4).

Exhibit 4 (From Report), Small Operators Quarterly Ridership



Among the smaller transportation programs, VVTA's Vanpool decreased trips by 2 percent while SBCTA's SB Loop increased trips by 15 percent. The Consolidated Transportation Services Agency (CTSA) programs, providing specialized transportation to older adults and persons with disabilities, saw ridership decreases: 14 percent by Omnitrans programs, while the VVTA CTSA program decreased by 8 percent in trip-making over the prior quarter. Omnitrans' ONT Connect ridership had 539 passenger trips, an increase of 198 percent in its second full quarter, while SB Connect reported for the first time this quarter and had 58 passenger trips.

Exhibit 5 (From Report), Small Programs Quarterly Ridership



Current Initiatives

Transit Equity Day with Free Fare Rides

For the second year, SBCTA and the County's operators recognized Transit Equity Day (TED), which is a national day of action to promote public transit as a civil right and a strategy to combat climate change.

All County transit operators offered free fares on transit services to celebrate the day. SBCTA reimbursed operators for the TED free fares. Metrolink offered free fares system-wide across all six lines.

Through the SBCTA Multimodal Working Group, SBCTA and County operators developed marketing materials to promote TED and free fares. The event was promoted on operator websites, social media, on transit vehicles and at stations. Together, San Bernardino County operators provided more than 22,500 free one-way trips on Transit Equity Day. Exhibit 7 details available performance data, including a 67 percent increase in ridership from the previous Saturday countywide. Basin Transit, Needles Transit Services, and Omnitrans saw significant increases over the previous Saturday's ridership. System-wide, Metrolink provided 19,824 trips, a 177 percent increase from the previous Saturday.

Exhibit 7 Transit Equity Day 2023 Performance by Operator and Compared to Prior Saturdays

Operator/Service	One-way passenger Trips/Boardings				
	TED 2/4/23	Previous Saturday	Change from TED	Avg. Saturday in January	Change from TED
Basin Transit	215	177	21%	186	16%
Metrolink SBL (Arrow included)	6,515	-	-	2,422	169%
Metrolink IEOC	1,542	-	-	204	656%
Mountain Transit ¹	67	75	-11%	60	12%
Needles Transit Services	73	48	52%	32	128%
Omnitrans	12,582	11,408	10%	11,265	12%
Victor Valley Transit Authority	1,574	1,826	-14%	1,416	11%
TOTAL²	22,568	13,534	67%	15,585	45%

¹ Mountain Transit does not run OTM on Saturdays.

² TED fell on a Saturday this year and a Friday in 2022.

Countywide Free Fares for Students K-12

Beginning in the fall of 2023, County Bus Operators will be providing free fares for students in grades K-12. On April 4, 2023 the SBCTA Board approved the Low Carbon Transit Operations Program funding to go towards free fares on public transit for students grades K-12. Students will ride for free on public transit buses of any County operator, except for commuter services. In the City of Needles, their free fare initiative will extend to Palo Verde College students, in addition to K-12 students. Metrolink will be initiating a U-Pass program that allows college students to ride free with their college student ID.

Board of Directors Agenda Item
June 7, 2023
Page 5

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on May 11, 2023.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino County Transportation Authority

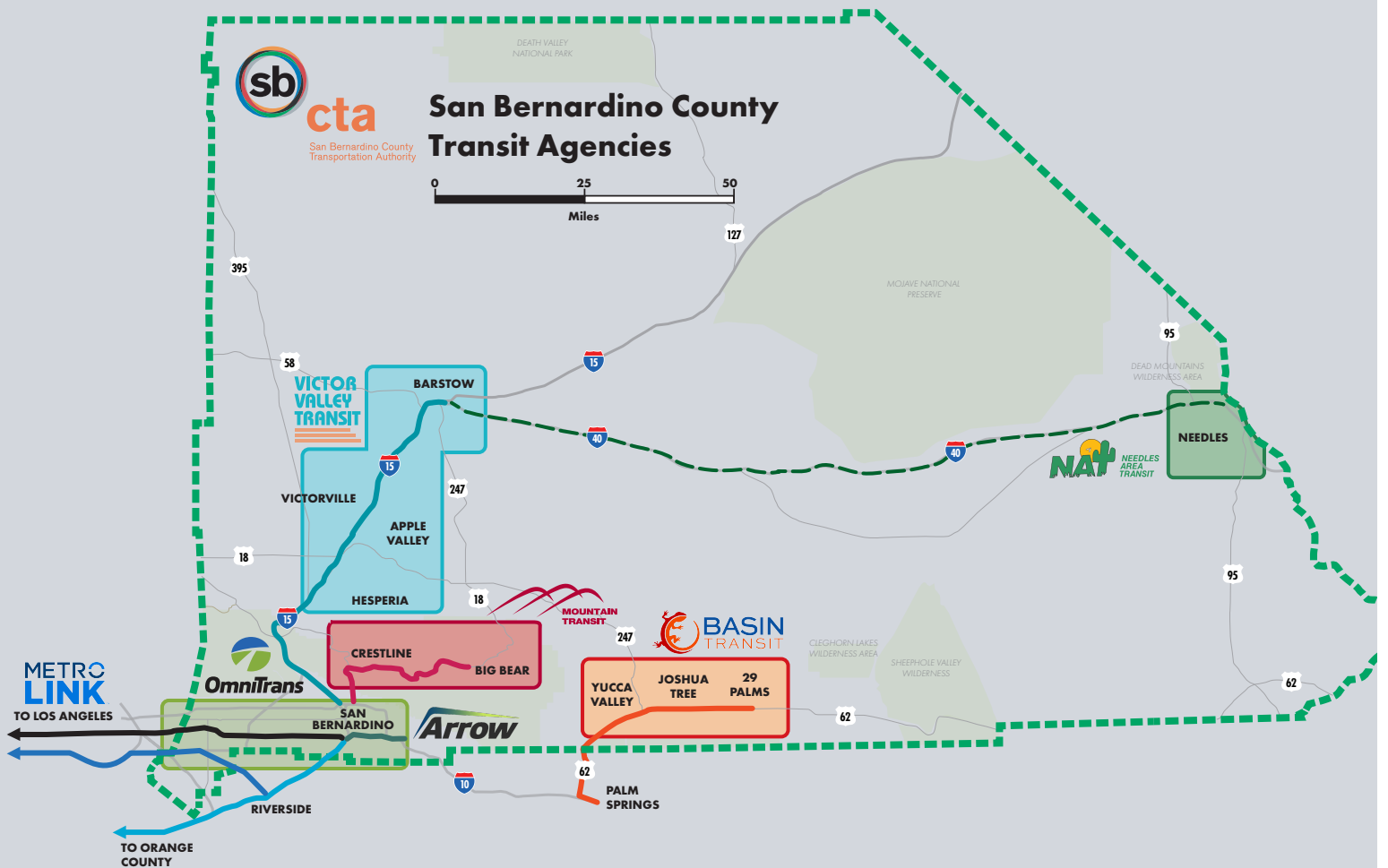


cta

San Bernardino County
Transportation Authority

San Bernardino County Multimodal Transportation Quarterly Update

18.a



Second Quarter Fiscal Year 2022/2023
Volume 4, Number 2

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SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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Introduction

All of San Bernardino County's public transit programs are showing steady, continuing recovery of ridership from low points in the summer of 2020, near the outset of the COVID-19 pandemic. This iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 4, Number 2), Second Quarter (October, November, December) of Fiscal Year 2022/2023 (FY 22/23) contrasts performance with the first quarter (July, August, September) of FY 22/23. Three years of public transportation performance provide additional context. Current initiatives by the operators to grow ridership and enhance community-level and regional transit services are also reported.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.
2. To report on current initiatives and to track trends in key performance indicators.

The County's Public Transportation Modes and Programs

San Bernardino County, during this quarter, is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The new Metrolink Arrow

Exhibit 1, San Bernardino County Public Transit Bus Operators



San Bernardino-Redlands train service commenced in October 2022. Its first quarter of service is presented in this report. The five bus operators are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura. Metrolink launched the Arrow service in October, adding nine additional miles, four new stations, new Diesel Multiple Unit (DMU) trains and connecting Downtown San Bernardino with the University of Redlands.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- **Victor Valley Transit Authority (VVTA)** – Providing services in the Greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- **Basin Transit (Previously Morongo Basin Transit Authority)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Service Agencies (CTSAs) programs** – Specialized transportation services administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by San Bernardino County Transportation Authority (SBCTA) and VVTA.
- **IE Commuter** – A Rideshare program of SBCTA and Riverside County Transportation Commission (RCTC).

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Commentary

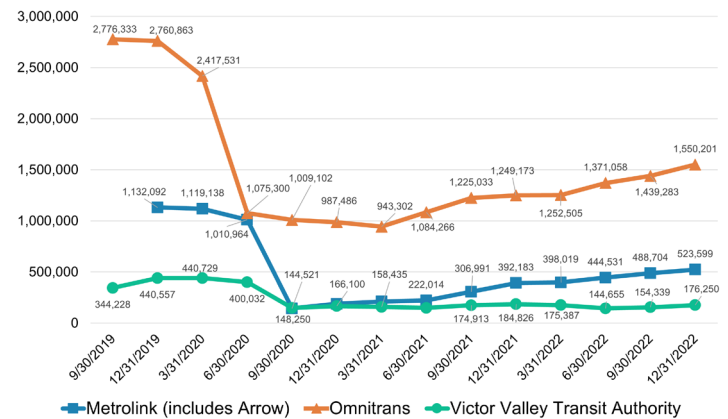
Transit Ridership Is Climbing

During the second quarter of FY 22/23, San Bernardino County transit operators provided more than 2.8 million trips systemwide. This is a 15% systemwide increase in ridership over the previous quarter and nearly 80% over the low points of June 2020 (Exhibit 2). Performance varied by operator, particularly among the smaller providers, but with the overall ridership swinging upwards.

Among the large transit operators, the trends of the second quarter continued. Together, Metrolink, Omnitrans and VVTA added 197,600 more trips over the first quarter of FY 22/23 (Exhibit 3). Metrolink ridership increased by 2% over the prior quarter, to 532,000 passengers on its San Bernardino lines (including the new Arrow service). Omnitrans realized an 8% ridership increase, providing 1.5 million trips. VVTA's ridership increased substantially, up 44% to more than 255,000 trips provided during the second quarter. Some of this trip increase can be attributed to VVTA's free fare promotion during October. This is detailed in the following pages.

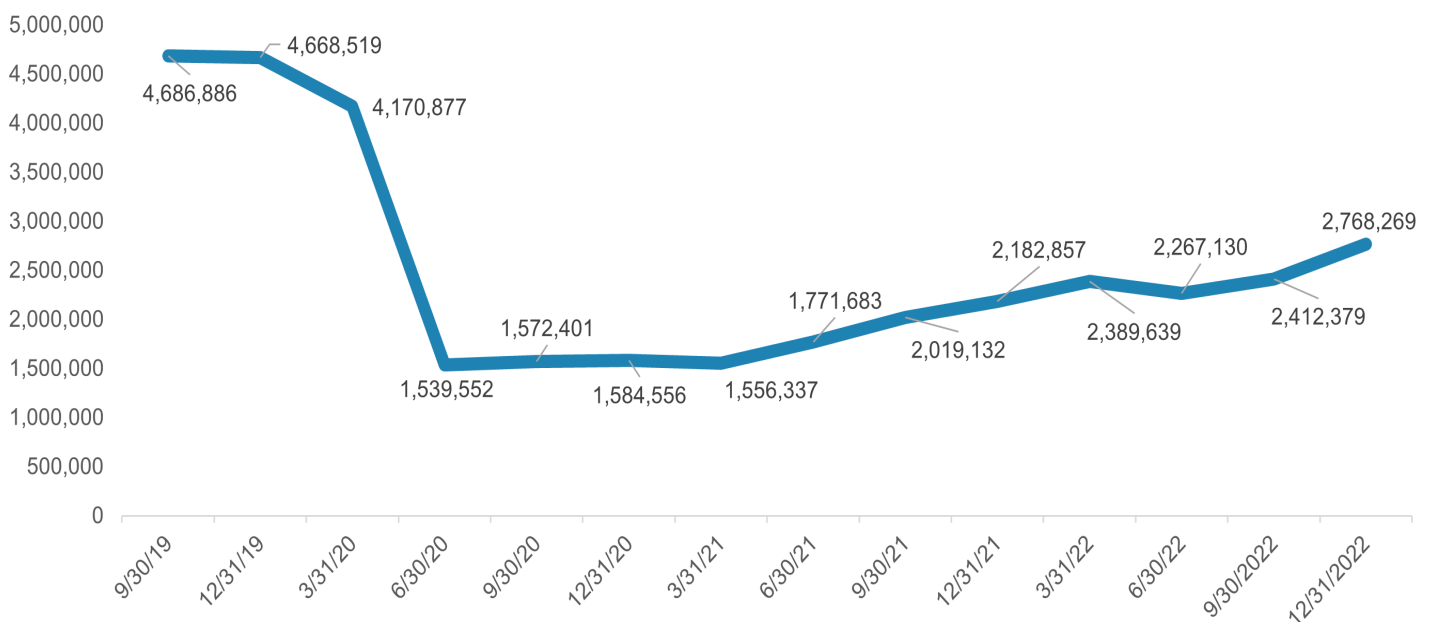
San Bernardino County's three smaller operators provided nearly 274,000 trips during the second quarter (Exhibit 4).

Exhibit 3, Larger Operators' Quarterly Ridership



The newly named Basin Transit (formerly Morongo Basin Transit Authority) held steady with a 2% ridership increase over the prior quarter, providing almost 42,000 trips. Mountain Transit provided 175,000 more trips than the first quarter, a 350% increase due to the start of the winter ski season and contracted service for Big Bear Mountain Resort. Needles Transit was the one operator to see a loss in ridership, dropping 7% and providing 400 fewer trips during the second quarter. The uncharacteristically cold and rainy season likely contributed to the drop in Needles' ridership.

Exhibit 2, Countywide Quarterly Ridership Total, All Transit Modes



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Exhibit 4, Smaller Operators' Quarterly Ridership

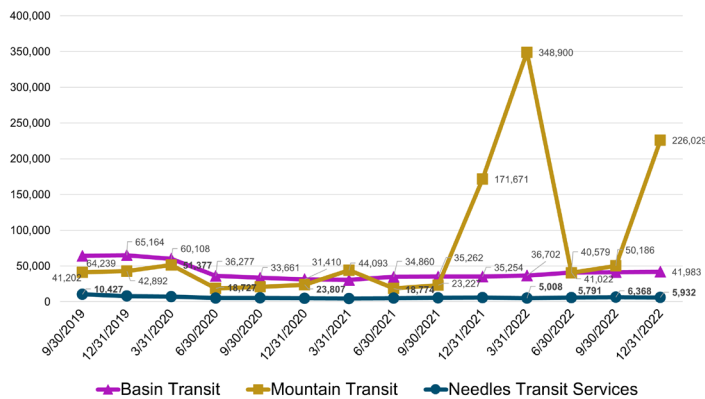


Exhibit 5, Smaller Programs' Quarterly Ridership

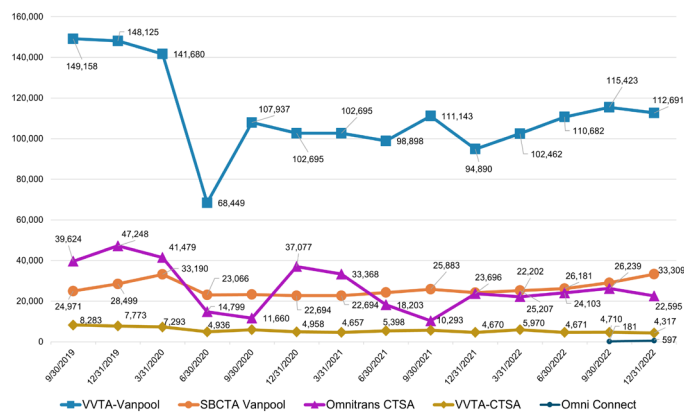
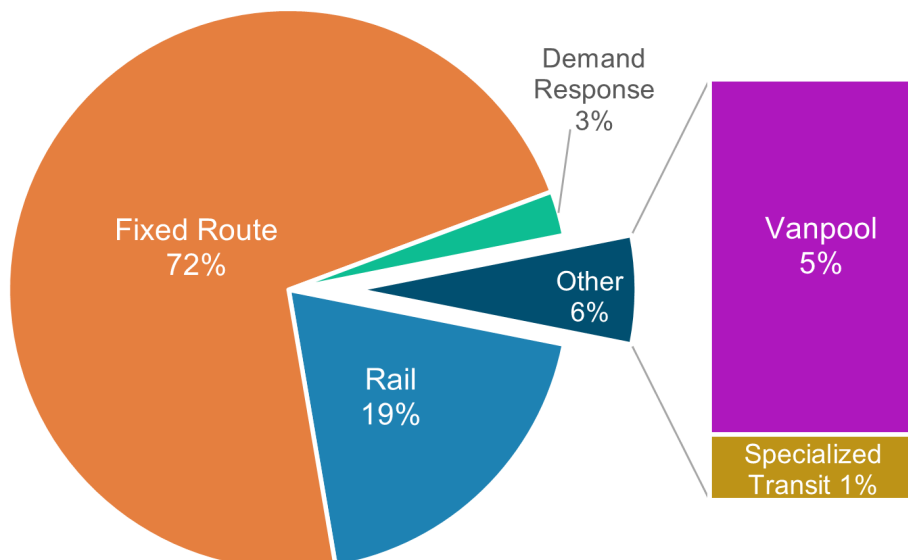


Exhibit 6, Trips by Mode, Second Quarter FY 22/23 – 2.8 Million Trips



Among the smaller transportation programs, performance varied (Exhibit 5). VVTA's vanpool program provided 2% fewer trips in the second quarter, while SBCTA's SB Loop vanpool program grew trips by 15%. Omnitrans CTSA's ridership of older adults and persons with disabilities saw 14% fewer trips made, and VVTA CTSA's clientele ridership dropped by 8%. Omnitrans' new SB Connect, which connects the San Bernardino Transit Center with downtown, provided 58 trips during its first quarter of service. ONT Connect increased trips by 198%, up to 539 trips provided.

Ridership by Mode Split

Across all modes, San Bernardino County operators provided a considerable 2.8 million trips during the second quarter. The fixed-route proportion of trips, at 72%, is a slight increase of the share compared to the previous quarter and represents nearly 2 million trips (Exhibit 6). Rail, with more than 532,000 trips in the second quarter, dropped from 22% to 19% of all trips provided. Smaller services maintained their proportion of total trips provided. Demand response services, including microtransit, continued at 3% of all trips provided, or more than 71,000 trips. The nearly 150,000 vanpool trips represent 5% of countywide trips, and the CTSA specialized transportation services' almost 27,000 trips are 1% of all trips provided.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Current Initiatives

San Bernardino County operators are increasing mobility for riders through increased service options and enhanced fare programs. This section reports on two countywide fare promotions, fare promotions for VVTA and recent initiatives for Metrolink's Arrow service.

SBCTA Champions Countywide Free Fares for Students

On April 4, the SBCTA Board approved offering ongoing free fares on public transit for students grades K-12. Students will ride for free on public transit buses of any County operator, except for commuter services.

In Needles, the free fare initiative will extend to Palo Verde College students, in addition to K-12 students.

Metrolink will be initiating a U-Pass program that allows college students to ride free with their college student ID.

Transit Equity Day

For the second year, SBCTA and San Bernardino County's operators recognized Transit Equity Day (TED). TED is celebrated on February 4th in honor of Rosa Parks' birthday and is a national day of action to promote public transit as a civil right and a strategy to combat climate change. This year TED fell on a Saturday.

All County transit operators offered free fares on transit services to celebrate the day. SBCTA reimbursed operators for the TED free fares. Metrolink offered free fares systemwide — across all six lines.

Through the SBCTA Multimodal Working Group, SBCTA and County operators developed marketing materials to promote TED and free fares. The event was promoted on operator websites, social media, on transit vehicles and at stations.

Together, San Bernardino County operators provided more than 22,500 free one-way trips on Transit Equity Day. Exhibit 7 details available performance data, including a 67% increase in ridership from the previous Saturday countywide. Basin Transit, Needles Transit Services and Omnitrans saw significant increases over the previous Saturday's ridership.

Other notable metrics include:

- Systemwide, Metrolink provided 19,824 trips, 177% more than the previous Saturday.
- Needles Area Transit provided 52% more trips on TED than the previous Saturday.
- All operators provided more trips on TED 2023 compared to an average Saturday in January — 45% more trips, in fact.

Exhibit 7, Transit Equity Day 2023 Performance by Operator and Compared to Prior Saturdays

Operator/Service	One-way Passenger Trips/Boardings				
	TED 2/4/23 ²	Previous Saturday	Change from TED	Avg. Saturday in January	Change from TED
Basin Transit	215	177	21%	186	16%
Metrolink SBL (Arrow included)	6,515	-	-	2,422	169%
Metrolink IEOC	1,542	-	-	204	656%
Mountain Transit ¹	67	75	-11%	60	12%
Needles Transit Services	73	48	52%	32	128%
Omnitrans	12,582	11,408	10%	11,265	12%
Victor Valley Transit Authority	1,574	1,826	-14%	1,416	11%
San Bernardino County Total	22,568	13,534	67%	15,585	45%
Metrolink Systemwide	19,824	6,891	188%	5,778	243.1%

¹ Mountain Transit does not run OTM on Saturdays.

² TED fell on a Saturday this year and a Friday in 2022.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

VVTA Expands Free-Fare Promotions

VVTA continues to enhance access to its services through free-fare promotions for students and microtransit riders. VVTA is now partnering with Excelsior Charter Schools in the Victor Valley to offer fare-free transit for students. Other registered students already receiving free fares include Options for Youth, Victor Valley College and Cal State San Bernardino students.

The six-month promotional program with Excelsior Charter will enable free fares for students enrolled in the following Excelsior campuses through the end of the school year: Victorville Main, Victorville North, Barstow and Phelan. Students simply present their current student ID to the bus operator upon boarding.

Micro-Link, VVTA's microtransit service was free of charge from February 27 – March 31, 2023 (Exhibit 8). Micro-Link is an on-demand shared transit service operating in two areas in Victorville and Hesperia. This curb-to-curb service takes riders anywhere 6:00 a.m. – 8:00 p.m., Monday through Friday, within a specific zoned area for just \$4 per ride. During March, the fare was \$0 for all riders, for every trip.

Exhibit 8, Promotion for VVTA's Micro-Link Free Fares



Arrow Fare Initiatives

MetroLink, in partnership with SBCTA, provided two fare promotions as it launched the new Arrow service.

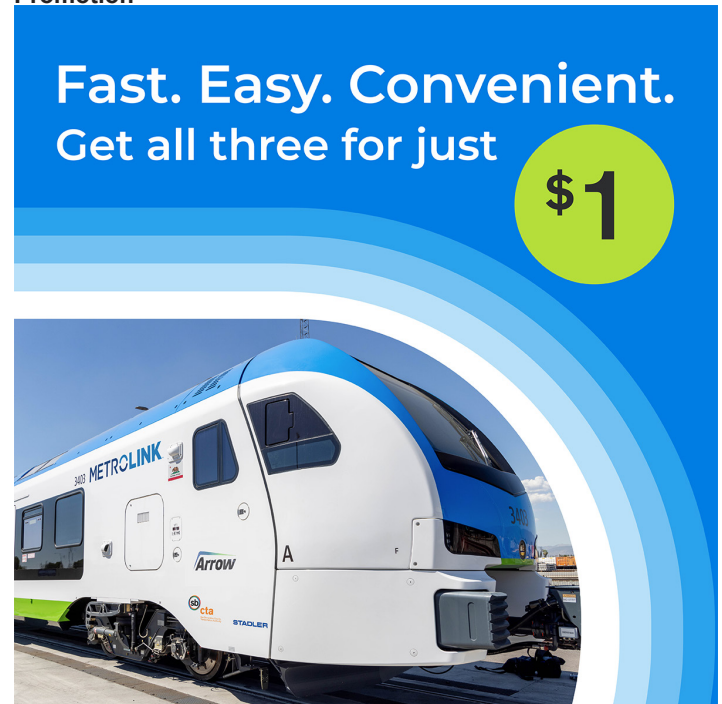
During February and March, MetroLink offered \$1 round-trip fare on the new Arrow service (Exhibit 9). The \$1 tickets were available on the MetroLink mobile app and via MetroLink ticket machines located at Arrow stations. The promotional fare applied only to round-trip tickets with origins and destinations between two of the five Arrow stops.

A second promotion offered complimentary passes to University of Redlands faculty, staff and students during January and February. The Redlands-University Station is the terminus of the Arrow service.

The discounted fare programs were subsidized by grant funding through the Low Carbon Transit Operations Program (LCTOP) administered by Caltrans.

MetroLink is continuing to develop new fare products for the Arrow service.

Exhibit 9, Promotion for Arrow's \$1 Round-Trip Fare Promotion



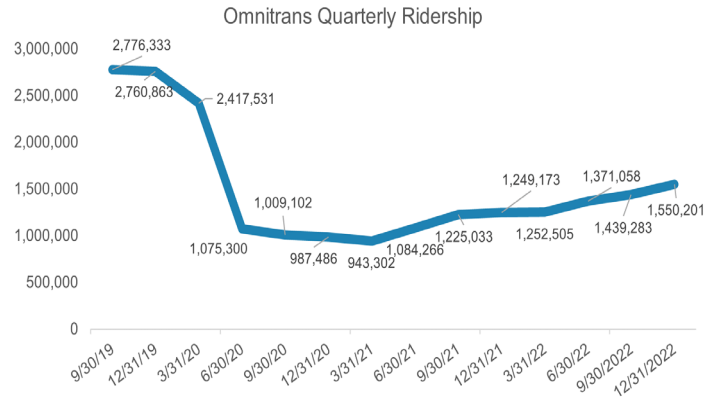
SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Commentary and Trends

Omnitrans' ridership increased 8% in the second quarter of FY 22/23, with more than 1.5 million trips provided. Fixed-route was the one service to see growth, providing 8% more trips than the previous quarter. Demand response provided 5% fewer trips in this quarter-over-quarter comparison.

Revenue hours and miles increased by 3% and 13%, respectively, while there was a slight drop of 2% in operating costs.



Performance¹

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
SYSTEM Total Passenger Trips	1,439,283	1,550,201	8%
Fixed-Route Trips ²	1,402,602	1,515,223	8%
Demand Response Trips	36,681	34,978	-5%
SYSTEM Performance			
Revenue Hours	135,861	140,406	3%
Passengers per Rev Hour	10.6	11.0	4%
Revenue Miles	1,875,886	1,922,443	2%
Passengers per Rev Mile	0.77	0.81	5%
Passenger Miles	7,311,199	8,253,009	13%
Average Trip Length (miles)	5.08	5.32	5%
OPERATIONS Expense			
Total Operating Cost	\$19,819,171	\$19,466,431	-2%
Passenger Revenue	\$3,980,264	\$4,430,323	11%
Farebox Recovery Ratio Systemwide	20.1%	22.8%	13%
Subsidy/Pass Trip – Systemwide	\$11.00	\$9.70	-12%
Fixed-Route Cost per Trip	\$11.92	\$10.85	-9%
Demand Response Cost per Trip	\$84.43	\$86.73	3%
FLEET Characteristics			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	97	97	
Demand Response	40	40	
Total Vehicles in Peak Service	137	137	
Service Area Square Mileage	463	463	
Vehicles per Square Mile	0.30	0.30	

¹ Extracted from TransTrack Manager Quarterly Scorecard during March 2023.

² OmniConnect performance data is also counted as fixed-route trips for Omnitrans services and should not be double counted.



OmniConnect Shuttle Services: ONT Connect SB Connect

Commentary and Trends

Omitrans' new shuttle services, OmniConnect, includes two routes, ONT Connect (Route 380) and SB Connect (Route 300), that provide multimodal connections.

ONT Connect (Route 380) provides nonstop service between the Rancho Cucamonga Metrolink Station and Ontario International Airport. The service began August 2022.

SB Connect (Route 300) serves Arrow and Metrolink rail service at San Bernardino Transit Center and downtown San Bernardino. The service commenced in October 2022, in concert with the launch of Metrolink's Arrow service.

During the second quarter of FY 22/23, OmniConnect services increased by 230%, primarily attributed to the 198% increase

in ONT Connect services. ONT Connect provided 539 trips during the second quarter of FY 22/23.

The increase in trips contributed to increases in revenue hours and miles, as well as operating costs.

Of note, fare revenue includes an allocation of Measure I that is counted towards farebox recovery passenger revenue. This contributes to the significant \$30,400 passenger revenue for the second quarter.

Performance¹

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
Total Passenger Trips²	181	597	230%
Route 300 SB Connect	N/A: Launched October	58	—
Route 380 ONT Connect	181	539	198%
Performance			
Revenue Hours	890	2,019	127%
Passengers per Rev Hour	0.2	0.3	45%
Revenue Miles	9,522	19,366	103%
Passengers per Rev Mile	0.02	0.03	62%
OPERATIONS Expense			
Total Operating Cost	\$102,166	\$218,688	114%
Passenger Revenue	\$13,895	\$30,423	119%
Farebox Recovery Ratio	13.6%	13.9%	2%
Subsidy per Pass Trip	\$487.69	\$315.35	-35%

¹ Extracted from TransTrack Manager Quarterly Scorecard during March 2023.

² OmniConnect performance data is also counted as fixed-route trips for Omitrans services and should not be double counted.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

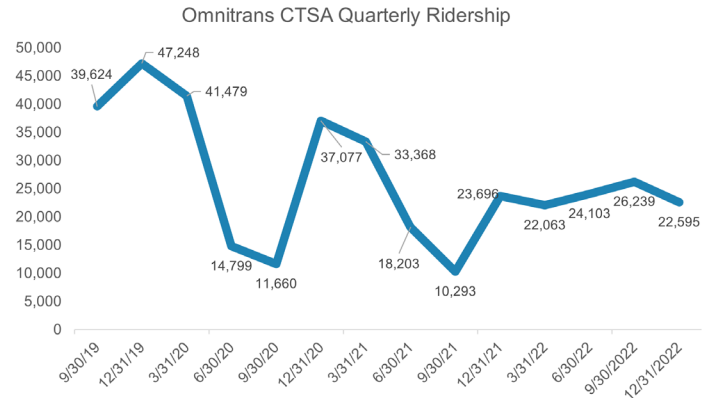


Commentary and Trends

During the second quarter of FY 22/23, the Omnitrans CTSA services saw reduced tripmaking to the overall program, with more than 22,500 trips provided. This represents a 14% reduction from the previous quarter. Performance, however, varied by specific partners.

The TREP Mileage Reimbursement Program saw a 28% reduction in trips, down to 2,500 trips provided. The Uber/Taxi Ride program provided more than 1,600 trips this quarter, a 58% increase. Ridership also increased for the City of Chino.

Reductions were seen for the other transportation programs, most notably the City of Grand Terrace, which has paused the transportation program while they search for a driver, and the City of Redlands as they move toward ending the program.



Performance

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
TOTAL TRIPS	26,239	22,595	-14%
TREP Mileage Reimbursement Trips	3,546	2,558	-28%
Uber/Taxi Ride Program Trips	1,062	1,675	58%
Travel Training Program*	0	0	—
Regional Mobility Partnership (RMP) Trips	21,631	18,362	-15%
Anthesis	7,092	6,892	-3%
Lutheran Social Services	290	163	-44%
City of Grand Terrace**	1,430	0	-100%
City of Redlands***	135	66	-51%
AgingNext	4,288	3,503	-18%
OPARC	3,987	3,622	-9%
City of Chino	1,587	1,745	10%
Highland Senior Center	1,146	1,039	-9%
Loma Linda University Adult Day Health	1,676	1,332	-21%
City of Ontario****		0	—
City of Rialto****		0	—
FAP****		0	—

*This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic. It has resumed as of March 2023.

**No ridership to report as this transportation program is in the process of hiring a new driver.

***Transportation program for the City of Redlands ended December 2022.

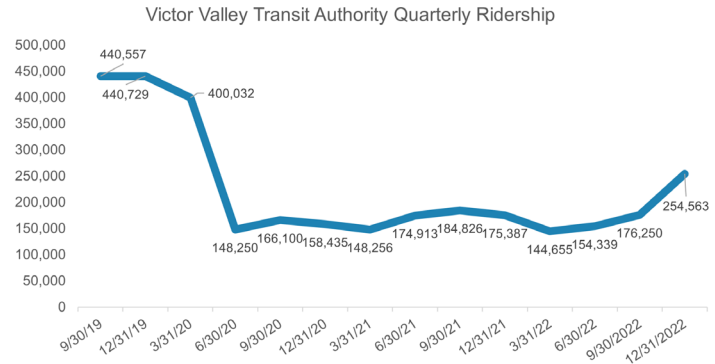
****New Regional Mobility Partnership contracts have been executed. Partners are in the process of starting their programs.



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

VVTA's ridership is recovering! VVTA's services increased by 44% over the first quarter of FY 22/23, with more than 254,500 trips systemwide. Increases were seen on only the fixed-route services, with a notable 57% more trips provided. Some fixed-route trip increase can be attributed to VVTA's free fare promotion during October. Commuter bus trips dropped by 11% and demand response trips fell slightly. Revenue hours increased by 27% as VVTA was able to field more drivers and reinstitute service. Revenue miles increased as well, up 30%, with 15 additional vehicles brought back into service.



Performance¹

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
SYSTEM Total Passenger Trips	176,250	254,563	44%
Fixed-Route Trips	138,871	218,280	57%
Commuter Bus Trips	9,222	8,179	-11%
Demand Response Trips	28,157	28,104	0%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	47,321	60,126	27%
Passengers per Rev Hour	3.7	4.2	14%
Revenue Miles	828,152	1,075,718	30%
Passengers per Rev Mile	0.21	0.24	11%
OPERATIONS Expense [excludes vanpool expense & revenue]			
Total Transit Operating Cost	\$7,916,620	\$7,970,072	1%
Passenger Revenue	\$516,027	\$450,085	-13%
Farebox Recovery Ratio Systemwide	6.5%	5.6%	-13%
Subsidy/Pass Trip – Systemwide	\$41.99	\$29.54	-30%
Fixed-Route Cost per Trip	\$43.97	\$28.51	-35%
Commuter Bus Cost per Trip	\$24.32	\$29.04	19%
Demand Response Cost per Trip	\$56.34	\$53.68	-5%
FLEET Characteristics			
Vehicles in Peak Service	Includes 7 Electric Vehicles	Includes 7 Electric Vehicles	
Fixed-Route	32	47	
Commuter	6	6	
Demand Response	27	30	
Total Vehicles in Peak Service	65	83	
Service Area Square Mileage	1,082	1,082	
Vehicles per Square Mile	0.07	0.07	

¹ Extracted from TransTrack Manager Quarterly Scorecard during March 2023.



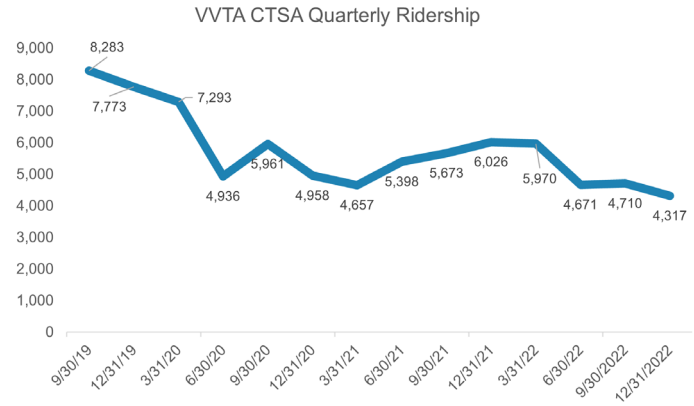
Consolidated Transportation Services Agency

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

Ridership across VVTA's CTSA programs dropped during the second quarter of FY 22/23. Together, these specialized programs provided just over 4,300 trips, 8% fewer trips than the previous quarter.

Most nonprofit providers saw trip increases, most notably the Bonnie Baker Senior Center, which provided 24 trips, a 500% increase over the first quarter. VVTA's new Needles Taxi Partnership program did not provide any trips during the second quarter. The Transit Ambassador Program saw an increase of 28% over the first quarter.



Performance

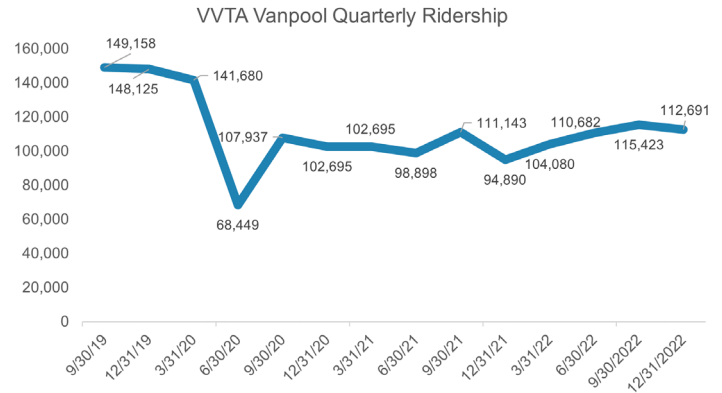
	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
TOTAL TRIPS	4,710	4,317	-8%
TRIP Program	3,325	2,821	-15%
Nonprofit Providers	904	921	2%
<i>Foothill AIDS Project</i>	273	264	-3%
<i>Abundant Living Church</i>	570	571	0%
<i>Trona Community and Senior Center</i>	57	62	9%
<i>Bonnie Baker Senior Center</i>	4	24	500%
Travel Training Program	182	176	-3%
Fare Media Scholarship Program	299	399	33%
TOTAL CAR TRIPS	4	0	-100%
VVTA's Needles Taxi Partnership	4	0	-100%
TOTAL MILES	90,198	72,787	-19%
TRIP Program	90,198	72,787	-19%
TOTAL HOURS	39	50	
Transit Ambassador Program	39	50	28%



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

VVTA's vanpool program grew by 5% in the second quarter of FY 22/23 — up to 188 vanpools. Revenue miles remained static while revenue hours and passenger miles dropped slightly, by 1% and 2%, respectively. More than 112,600 trips were provided on VVTA vanpools during the second quarter of FY 22/23, a 2% drop in trips.



Performance

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
Performance			
Number of Vanpools	179	188	5%
Revenue Miles	1,214,988	1,212,657	0%
Revenue Hours	24,590	24,226	-1%
Unlinked Passenger Trips	115,423	112,691	-2%
Passenger Miles	5,864,435	5,753,867	-2%
Subsidies Disbursed	\$310,269	\$330,196	6%
Passenger Fares	\$348,756	\$326,834	-6%



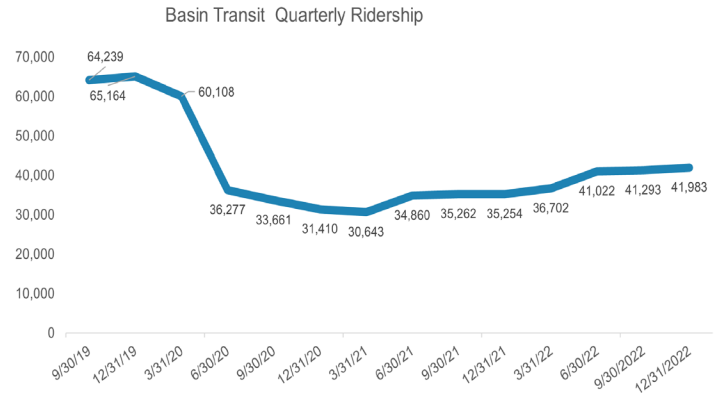
SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

During the second quarter of FY 22/23, Basin Transit's (formerly Morongo Basin Transit Authority) ridership increased by 2%, up to nearly 42,000 trips. Both fixed-route and commuter bus services provided more trips in the second quarter, up 2% and 14%, respectively. Demand response trips dropped significantly by 10%, down to about 3,200 trips provided.

Systemwide operating costs decreased by 7% and passenger revenue increased by 37% in the second quarter.

The TREP mileage reimbursement program provided 8% fewer trips, but added 14 clients during the second quarter.



Performance¹

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
SYSTEM Total Passenger Trips	41,293	41,983	2%
Fixed-Route Trips	35,890	36,657	2%
Commuter Bus Trips	1,842	2,105	14%
Demand Response Trips	3,561	3,221	-10%
SYSTEM Performance			
Revenue Hours	7,949	8,042	1%
Passengers per Rev Hour	5.2	5.2	0%
Revenue Miles	159,199	158,999	0%
Passengers per Rev Mile	0.26	0.26	2%
OPERATIONS Expense			
Total Operating Cost	\$1,193,665	\$1,115,057	-7%
Passenger Revenue	\$58,305	\$79,655	37%
Farebox Recovery Ratio Systemwide	4.9%	7.1%	46%
Subsidy/Pass Trip – Systemwide	\$27.50	\$24.66	-10%
Fixed-Route Cost per Trip	\$24.18	\$22.18	-8%
Commuter Bus Cost per Trip	\$54.55	\$43.69	-20%
Demand Response Cost per Trip	\$63.61	\$22.18	-65%
TREP Mileage Reimbursement Program			
TREP Clients	164	178	9%
TREP Trips	1,425	1,313	-8%
TREP Miles Reimbursed	26,326	25,851	-2%
Mileage Reimbursement Cost	\$7,898	\$7,755	-2%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route/Commuter		9	
Demand Response		4	
Total Vehicles in Peak Service		13	
Service Area Square Mileage		1,300	
Vehicles per Square Mile		0.01	

¹ Extracted from TransTrack Manager Quarterly Scorecard during March 2023.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

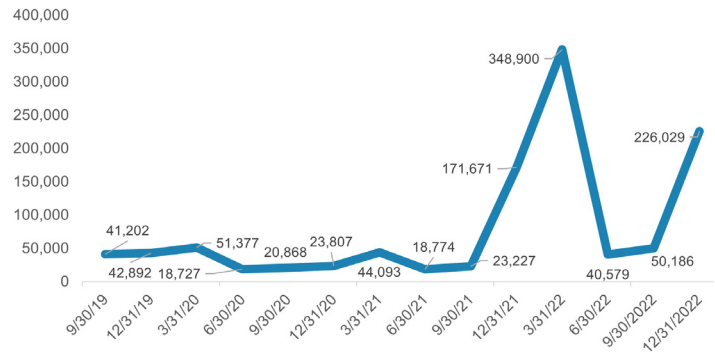


Commentary and Trends

Mountain Transit's ridership continues to climb, following a significant drop at the end of the winter season. Trips during the FY 22/23 second quarter were up 350%, to more than 226,000 trips provided. The large increase in ridership is attributed to the ski season traffic in the area and Mountain Transit's shuttling services contract with Big Bear Mountain Resorts. Increases were seen on fixed-route service, up 389%, and demand response service, up 21%, while commuter bus service dropped by 2% compared to the first quarter.

Trip increases contributed to a significant increase in fare revenues, up 63% over the first quarter.

Mountain Transit Quarterly Ridership



Performance¹

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
SYSTEM Total Passenger Trips	50,186	226,029	350%
Fixed-Route Trips	45,100	220,383	389%
Commuter Bus Trips	2,243	2,192	-2%
Demand Response Trips	2,843	3,454	21%
SYSTEM Performance			
Revenue Hours	11,067	13,340	21%
Passengers per Rev Hour	4.5	16.9	274%
Revenue Miles	179,710	193,573	8%
Passengers per Rev Mile	0.28	1.17	318%
OPERATIONS Expense			
Total Operating Cost	\$893,607	\$922,312	3%
Passenger Revenue	\$209,756	\$340,920	63%
Farebox Recovery Ratio Systemwide	23.5%	37.0%	57%
Subsidy/Pass Trip – Systemwide	\$13.63	\$2.57	-81%
Fixed-Route Cost per Trip	\$51.31	\$3.14	-94%
Commuter Bus Cost per Trip	\$134.30	\$40.11	-70%
Demand Response Cost per Trip	\$201.56	\$41.39	-79%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	7	12	
Demand Response	2	4	
Off the Mountain	2	2	
Seasonal Service	0	12	
Airport Shuttle	1	1	
Trolley Vehicle	0	0	
Total Vehicles in Peak Service	12	31	
Service Area Square Mileage	269	269	
Vehicles per Square Mile	0.05	0.05	

¹ Extracted from TransTrack Manager Quarterly Scorecard during March 2023.



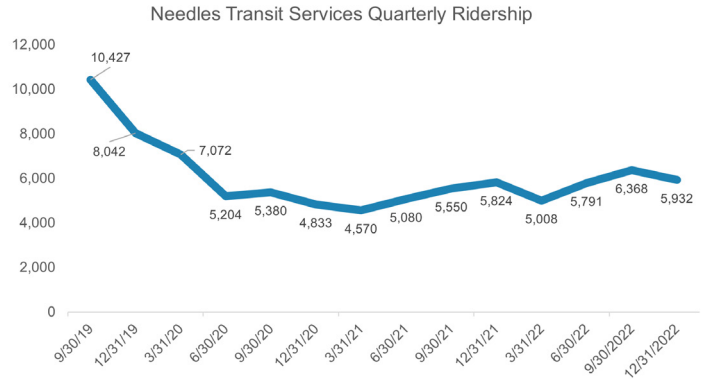
Needles Transit Services

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

Needles Transit Services saw ridership fall during the second quarter of FY 22/23, down 7% to nearly 6,000 trips. Ridership fell on both fixed-route and demand response services, down by 4% and 15%, respectively. This drop in trips was most likely caused by several cold and rainy months.

While trips provided fell, revenue hours and miles increased. Operating costs did not change in this quarter-to-quarter comparison. The reduction in trips contributed to a significant 54% reduction in passenger fare revenue.



Performance¹

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
SYSTEM Total Passenger Trips	6,368	5,932	-7%
Fixed-Route Trips	4,700	4,521	-4%
Demand Response Trips	1,668	1,411	-15%
SYSTEM Performance			
Revenue Hours	1,205	1,266	5%
Passengers per Rev Hour	5.3	4.7	%
Revenue Miles	15,879	16,126	2%
Passengers per Rev Mile	0.40	0.37	-8%
OPERATIONS Expense			
Total Operating Cost	\$139,481	\$139,066	0%
Passenger Revenue	\$11,633	\$5,302	-54%
Farebox Recovery Ratio Systemwide	8.3%	3.8%	-54%
Subsidy/Pass Trip – Systemwide	\$20.08	\$22.55	12%
Fixed-Route Cost per Trip	\$22.00	\$23.59	7%
Demand Response Cost per Trip	\$14.67	\$19.21	31%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
Total Vehicles in Peak Service		2	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	

¹ Extracted from TransTrack Manager Quarterly Scorecard during March 2023.

METROLINK

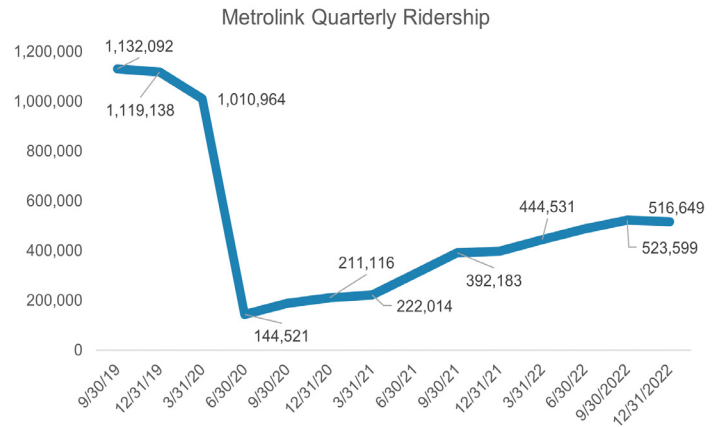
Commentary and Trends

Metrolink's ridership increased on the San Bernardino Line (SBL) during the second quarter of FY 22/23, with nearly 400,000, or 4%, trips provided. Ridership on the Inland Empire Orange County Line (IEOCL) dropped by 15% to more than 125,700 trips provided.

Combined, Metrolink provided more than 516,600 trips on the SBL and IEOCL, a 1% reduction in trips from the first quarter.

Boardings increased at San Bernardino County Stations on the SBL, but dropped on the IEOCL by 11%. Average passenger trip length dropped for both lines, by 1% on the SBL and 12% on the IEOCL. There was no change in the number of trains operated on either line, compared to the previous quarter.

Operating costs are not yet available for FY 22/23.



Performance¹

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
SYSTEM Passenger Boardings by Line			
TOTAL San Bernardino Line	375,232	390,886	4%
TOTAL Inland Empire Orange County (IEOC) Line	148,367	125,763	-15%
Boardings at San Bernardino County Stations:			
San Bernardino Line	110,513	119,613	8%
IEOC Line	4,016	3,573	-11%
Riverside Line	6,447	6,804	6%
FINANCIAL - Total San Bernardino Line w/ MOW¹			
Operating Cost SB Line			
Farebox Revenue SB Line	N/A	N/A	
Farebox Recovery Ratio SB Line			
FINANCIAL - Total IEOC Line w/ MOW¹			
Operating Cost IEOC Line			
Farebox Revenue IEOC Line	N/A	N/A	
Farebox Recovery Ratio IEOC Line			
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	13,470,077	14,032,380	4%
Average Passenger Trip Length	36.3	35.9	-1%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	5,441,986	5,441,986	0%
Average Passenger Trip Length	36.1	31.6	-12%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB	18	18	
# of trains per weekday EB	18	18	
# of trains per Saturday WB/EB	8	8	
# of trains per Sunday WB/EB	8	8	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	7	7	
# of trains per weekday EB	7	7	
# of trains per weekend WB	2	2	
# of trains per weekend EB	2	2	

¹ Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.



Commentary and Trends

Metrolink's Arrow service launched October 24, 2023, adding nine miles of track and four new stations. Arrow connects Downtown San Bernardino with the University of Redlands Metrolink Station, with stops at the San Bernardino – Tippecanoe Station, Redlands – Esri Station, and Redlands – Downtown Station.

Arrow trains run daily from 5 a.m. to 9 p.m., every 30 minutes early morning and evening and every 60 minutes mid-morning to mid-afternoon.

Arrow trains are brand new Diesel Multiple Units, or DMUs. They are powered by smaller, lower-emission diesel engines for a quieter and more energy-efficient ride.

During its first quarter of operation — the second quarter of FY 22/23 — Arrow provided more than 15,300 trips and 154,400 passenger miles.

Financial information and additional performance measures will be reported here in subsequent Quarterly Reports.

Performance¹

	2nd Quarter (Oct-Nov-Dec)
	Current Year FY 22/23
Passenger Boardings	
Total Passenger Boardings	15,357
FINANCIAL	
Operating Cost	
Farebox Revenue	N/A
Farebox Recovery Ratio	
PERFORMANCE MEASURES - Arrow	
Passenger Miles	154,459
Average Passenger Trip Length	9.9
SERVICE LEVELS	
# of trains per weekday WB	25
# of trains per weekday EB	25
# of trains per Saturday WB/EB	16
# of trains per Sunday WB/EB	16

¹ Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.



cta

San Bernardino County
Transportation Authority

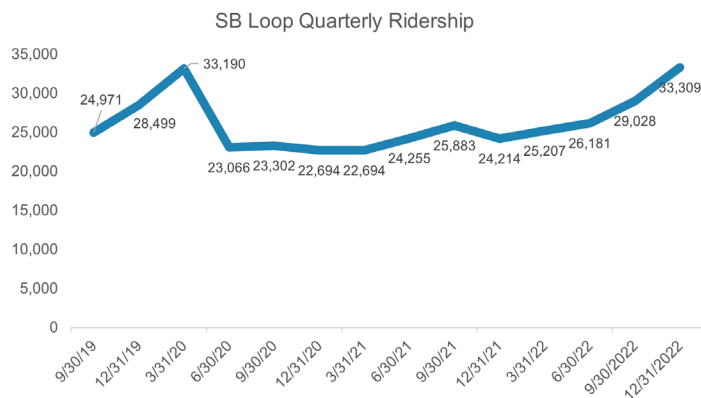


Commentary and Trends SB Loop

During the second quarter of FY 22/23, SBCTA's SB Loop gained three vanpools. The program now has 66 vanpools, a 5% increase from the first quarter. Passenger trips increased by 15% to more than 33,300 trips provided. Passenger miles increased 18% to more than 1.3 million miles traveled on vanpools during the first quarter.

Performance

SB Loop	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 1st Quarter
SYSTEM Totals			
Number of Vanpools	63	66	5%
Vanpool Passenger Trips	29,028	33,309	15%
SYSTEM Performance			
Passenger Miles	1,144,085	1,348,665	18%
Passengers/Rev Miles	39.41	40.5	3%
OPERATIONS Expense			
Subsidies Disbursed	\$71,935	\$78,400	9%
Passenger Revenue	\$248,470	\$269,426	8%
Subsidy per Passenger Trip	\$2.48	\$2.35	-5%
Average Cost per Passenger Trip	\$11.04	\$10.44	-5%



Rideshare

IE Commuter is a rideshare program of RCTC and SBCTA, working to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare programs.

Rideshare metrics do not compare in the same way as other transit data does. Program performance is more useful when compared on an annual basis.

During the second quarter, more than 1,000 individuals participated in IE Commuter incentive programs. Their ridesharing resulted in more than 37,700 vehicle trip reductions and 1.1 million reduced vehicle miles traveled, reducing emissions by 1.2 million pounds of greenhouse gasses.

During this quarter, Inland Empire Health Plan (IEHP), one of the largest participating employers, conducted their Annual Vehicle Ridership (AVR) survey, and reported nearly 25,000 telework trips, resulting in a reduction of more than 1.6 million vehicle miles traveled and more than 1.8 million greenhouse gas emissions.

Performance

IE Commuter	Prior Year	Current Year	
	Prior Quarter FY 22/23	Current Quarter FY 22/23	% change from 1st Quarter
PROGRAM Totals			
Total Number of Employers	142	112	-21%
Total Number of Employer Worksites	837	759	-9%
Total Number of IE Commuter Accounts	100,878	114,726	14%
Number of Accounts Active for Ridematching	9,719	10,601	9%
EMPLOYER Totals*			
Total Employers Surveyed	16	5	-69%
Total Commuters Surveyed	22,522	3,620	-84%
Vehicle Trip Reductions (VTR)	342,498	177,788	-48%
Vehicle Miles Traveled (VMT) Reduced	3,956,654	21,722,077	449%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	4,531,969	24,880,596	449%
INCENTIVE Totals			
Total Participants	821	1,103	34%
Vehicle Trip Reductions (VTR)	45,953	37,746	-18%
Vehicle Miles Traveled (VMT) Reduced	1,510,185	1,108,862	-27%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	1,729,774	1,270,098	-27%

*Employer totals fluctuate month-to-month due to varying dates employers are required to survey per local air district rules.

FY 2022/2023 Second Quarter Multimodal Transportation Quarterly Update

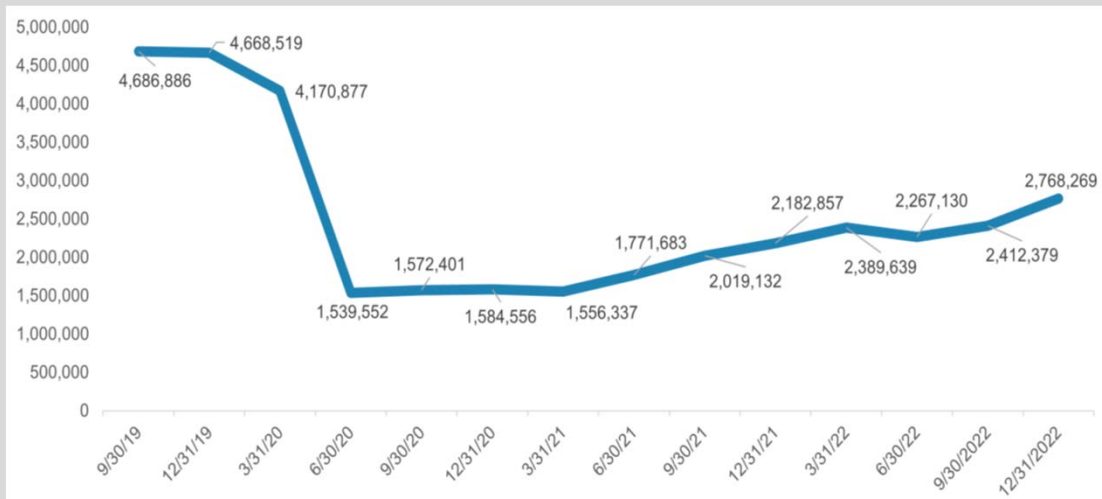
Nancy Strickert
Transit Manager



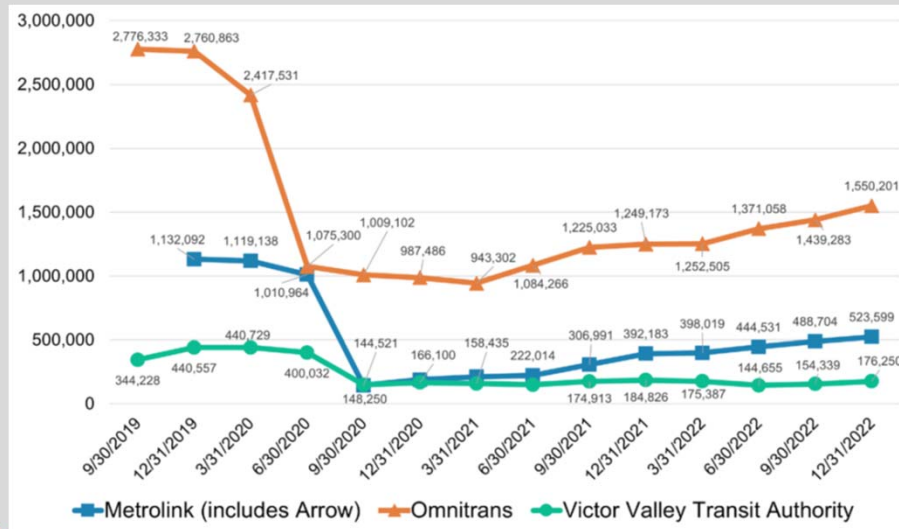
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San Bernardino County
Transportation Authority

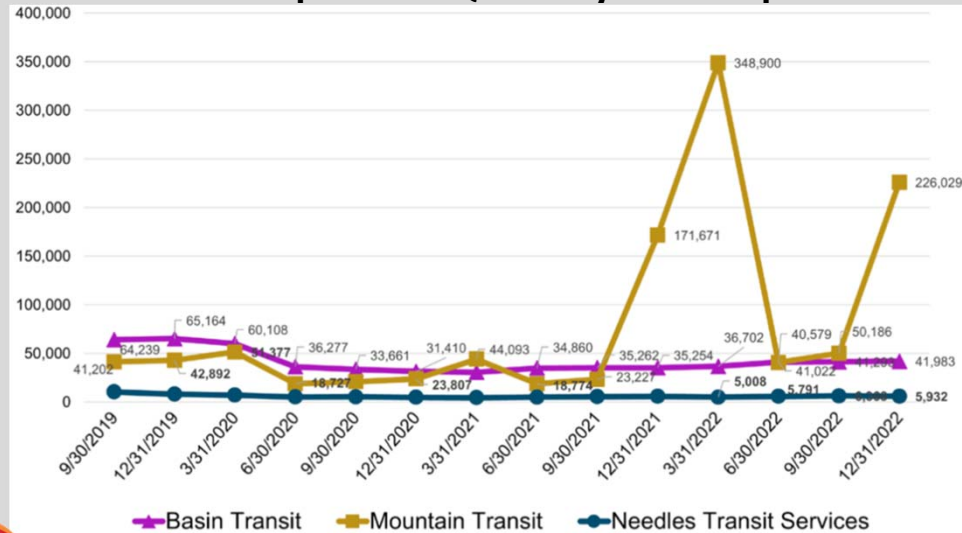
Countywide Quarterly Ridership Total (All Modes)



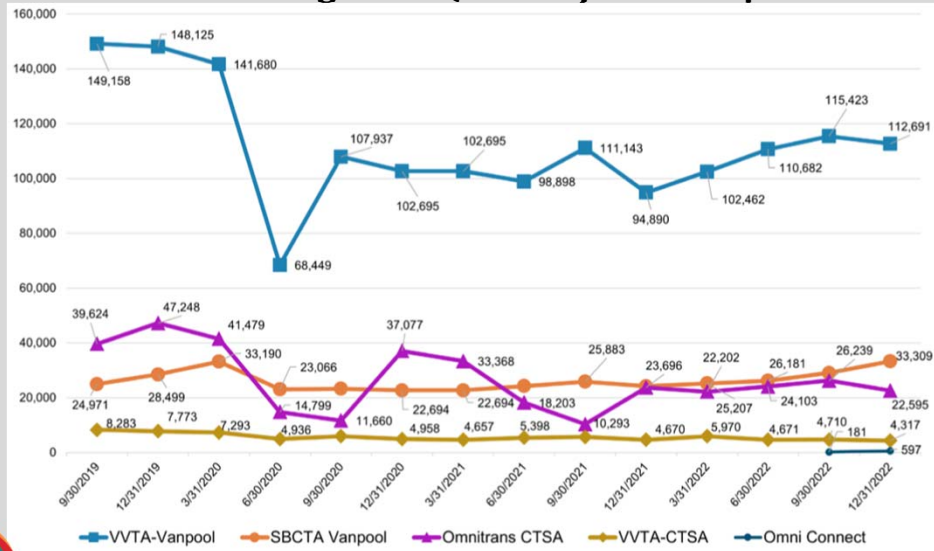
Large Operators Quarterly Ridership



Small Operators Quarterly Ridership



Small Programs Quarterly Ridership



Minute Action

AGENDA ITEM: 19

Date: June 7, 2023

Subject:

Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink Service

Recommendation:

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

A. Approve the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2023/2024, with a total SBCTA annual subsidy totaling ~~\$47,317,986~~ **\$46,859,778** for: Operating assistance in the amount of ~~\$29,264,114~~ **\$28,892,306**, State of Good Repair (formerly referred to as Rehabilitation) assistance in the amount of \$15,050,752, and New Capital assistance in the amount of ~~\$3,003,120~~ **\$2,916,720**.

B. Approve the SCRRA Fiscal Year 2023/2024 Working Capital Long Term Loan Request in the amount of \$5,330,000, contingent on the development and subsequent approval of an associated policy by the SCRRA Board of Directors and concurrence from all five Member Agencies.

C. Approve the funding allocations to support funding for Recommendation A, totaling ~~\$47,317,986~~ **\$46,859,778**, to fund SBCTA's annual subsidy of the FY 2023/2024 Budget: ~~\$29,264,114~~ **\$28,892,306** of Valley Local Transportation Funds (LTF), ~~\$2,198,902~~ **\$2,112,502** of State Transit Assistance-Operator (STA-Op) funds, \$15,559,586 of Federal Transit Administration, Section 5337 funds, and \$295,384 of Senate Bill 1 State of Good Repair-Operator (SB1 SGR-Op) funds.

D. Approve the funding allocation to support funding for Recommendation B, totaling \$5,330,000 of Valley LTF to fund SBCTA's share of the FY 2023/2024 Working Capital Long Term Loan.

E. Approve a budget amendment to the Fiscal Year 2023/2024 Budget, Task No. 0314 Transit Operations, by ~~\$4,264,114~~ **\$3,892,306** in Valley LTF and by ~~\$2,198,902~~ **\$2,112,502** in STA-Op funds for a total net increase of ~~\$6,463,016~~ **\$6,004,808**.

F. Approve replacing \$495,652 of STA-Op funding, previously budgeted and allocated as part of the FY 2018/2019 Budget, with \$495,652 of SB1 SGR-Op funds, for a no-net increase for that fiscal year.

Background:

The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority (JPA), requires a preliminary budget to be presented to the member agencies by May 1st of each year. Adoption of the final SCRRA budget by the SCRRA Board of Directors (Board) is contingent upon each of the five member agencies approving their financial contribution for the fiscal year. The five member agencies include San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). Formal development of the Fiscal Year

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

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(FY) 2023/2024 Budget began in early 2023, with budget development updates presented to the SCRRA Member Agency Advisory Committee (MAAC) in March and April 2023.

There are two key funding sources for the operating budget: 1) fare revenue from riders; and 2) corresponding subsidies from member agencies. The designation of the novel coronavirus (COVID-19) as a pandemic by the World Health Organization and subsequent national, state and local declarations of emergency in March 2020, led to a precipitous decline in ridership in response to health guidelines and have continued beyond initial expectations, including telework as an ongoing form of work, recovering office occupancy rates, and overall shift in demand. While many companies have lifted stay-at-home orders and federal and state mandates related to social distancing and wearing of masks have been lifted, ridership and subsequent fare revenues have continued to perform under budget. As a result, the impact of COVID-19 has significantly disrupted the budget process and impeded SCRRA's ability to transmit a completed Proposed FY 2023/2024 Budget by the deadline prescribed by the JPA.

On April 28, 2023, the SCRRA Board of Directors approved the deferral of the FY 2023/2024 Budget transmittal to May 26, 2023 to allow for additional time to complete development and respond to all Member Agency questions and comments. ~~As the FY 2023/2024 Budget has not yet been formally transmitted to the Member Agencies at the time of this item presentation, it should be noted that the Budget presented today is a draft and will not be considered final until formally approved by all five (5) Member Agencies. Any modifications of the final approved FY 2023/2024 Budget will be noted and presented to the SBCTA Board of Directors.~~ **At the time the FY 2023/2024 Preliminary Budget Request for Metrolink Service was presented to the SBCTA Transit Committee, on May 11, 2023, the FY 2023/2024 Budget had not yet been formally transmitted to the Member Agencies. However, on May 12, 2023, SCRRA staff presented the FY 2023/2024 Preliminary Budget Request to its Audit and Finance Committee, which included slight modifications to the Operations and New Capital budgets that decreased SBCTA's subsidy amounts originally presented to the SBCTA Transit Committee by \$371,808 and \$86,400, respectively. These changes have been updated in this item, including the PowerPoint presentation, all tables and figures, as well as attachments to the SBCTA Board.**

The first budget update presented to SBCTA, at the staff level, was at a scheduled one-on-one meeting between SBCTA and SCRRA on March 23, 2023, followed by an updated presentation to the scheduled Member Agency Advisory Committee (MAAC) on April 6, 2023. The Operations staff was provided with a preliminary FY 2023/2024 system-wide operating statement that included estimated fare revenue and total expenses for FY 2023/2024. For the FY 2023/2024 State of Good Repair (SGR) and New Capital, staff was provided with a proposed list of projects, which included the description and cost for each project, and allowed for a period of review and comment by each Member Agency. SCRRA staff responded to questions and comments received from Member Agencies throughout the month of April.

Year-to-Date for the eight months ended February 2023, system-wide revenue recovery was budgeted at 59 percent, while the actual recovery is 40 percent. This variance creates a fare box revenue shortfall from the budget of \$9.5 million. In Table 1 on the following page, the chart shows the percent of the total fare box revenue contributed by each of the Operating Lines through February, and the percentage by which each line deviates from the budget.

Table 1. FY 23 Budget vs Actual Fare box Revenue by Line

Year to Date through FEB 2023							
LINE	BUDGET	% of Total Budgeted Revenue	ACTUAL	% of Total Actual Revenue	VARIANCE FAV/(UNFAV)	% Variance from Budget	
San Bernardino County	\$ 8,393,061	28%	\$ 5,722,002	28%	\$ (2,671,059)	-32%	
Ventura County	1,811,772	6%	1,469,218	7%	(342,554)	-19%	
Antelope Valley	4,972,607	17%	3,261,730	16%	(1,710,877)	-34%	
Riverside County	1,820,410	6%	1,393,319	7%	(427,091)	-23%	
Orange County	5,729,776	19%	4,603,024	23%	(1,126,752)	-20%	
Inland-Empire/OC	4,067,895	14%	1,985,791	10%	(2,082,104)	-51%	
91 Line	3,104,544	10%	1,947,826	10%	(1,156,718)	-37%	
TOTAL	\$ 29,900,065	100%	\$ 20,382,909	100%	\$ (9,517,155)	-32%	

Year-to-Date system-wide ridership was forecasted at a recovery of 58 percent, while actual ridership recovery is 42 percent. Table 2 below, displays the percent of the total ridership carried by each line through February 2023, and the percentage by which each line deviates from the forecast.

Table 2. FY23 Forecast vs Actual Ridership by Line

Year to Date through FEB 2023						
LINE	Forecasted Boardings	% of Forecasted Boardings	ACTUAL Boardings	% of Total Actual Boardings	VARIANCE FAV/(UNFAV)	% Variance from Budget
San Bernardino County	1,426,186	31%	1,016,259	31%	(409,927)	-29%
Ventura County	283,093	6%	259,247	8%	(23,846)	-8%
Antelope Valley	839,760	18%	553,828	17%	(285,932)	-34%
Riverside County	233,490	5%	167,075	5%	(66,415)	-28%
Orange County	794,871	17%	639,234	19%	(155,636)	-20%
Inland-Empire/OC	605,844	13%	356,723	11%	(249,120)	-41%
91 Line	401,811	9%	301,331	9%	(100,480)	-25%
TOTAL	4,585,054	100%	3,293,697	100%	(1,291,357)	-28%

In response to the effects of the COVID-19 pandemic, and related decline in Metrolink ridership, as well as ongoing delay between projected recovery in the November 2021 analysis and actual ridership, SCRRA worked with third-party consultants, KPMG and Sperry Capital, to develop a new forecast for FY 2022/2023 through FY 2026/2027 (Ridership and Revenue Forecast FY 2022/2023 – FY 2026/2027). This allows SCRRA to better reflect ridership recovery and anticipate revenue for future budget developments, beginning with this FY 2023/2024 Preliminary Budget. This forecast included the development of three scenarios: High, Medium and Low growth scenarios. The results of this forecast were presented to the SCRRA Board of Directors on February 24, 2023, where the Board unanimously adopted the use of the Low Growth Scenario for the FY 2023/2024 Budget. Figure 1 and Table 3 on the following page, shows a high-level overview of the three growth scenarios and how they compared to the November 2021 forecast.

Figure 1. Ridership Recovery Scenario Comparison

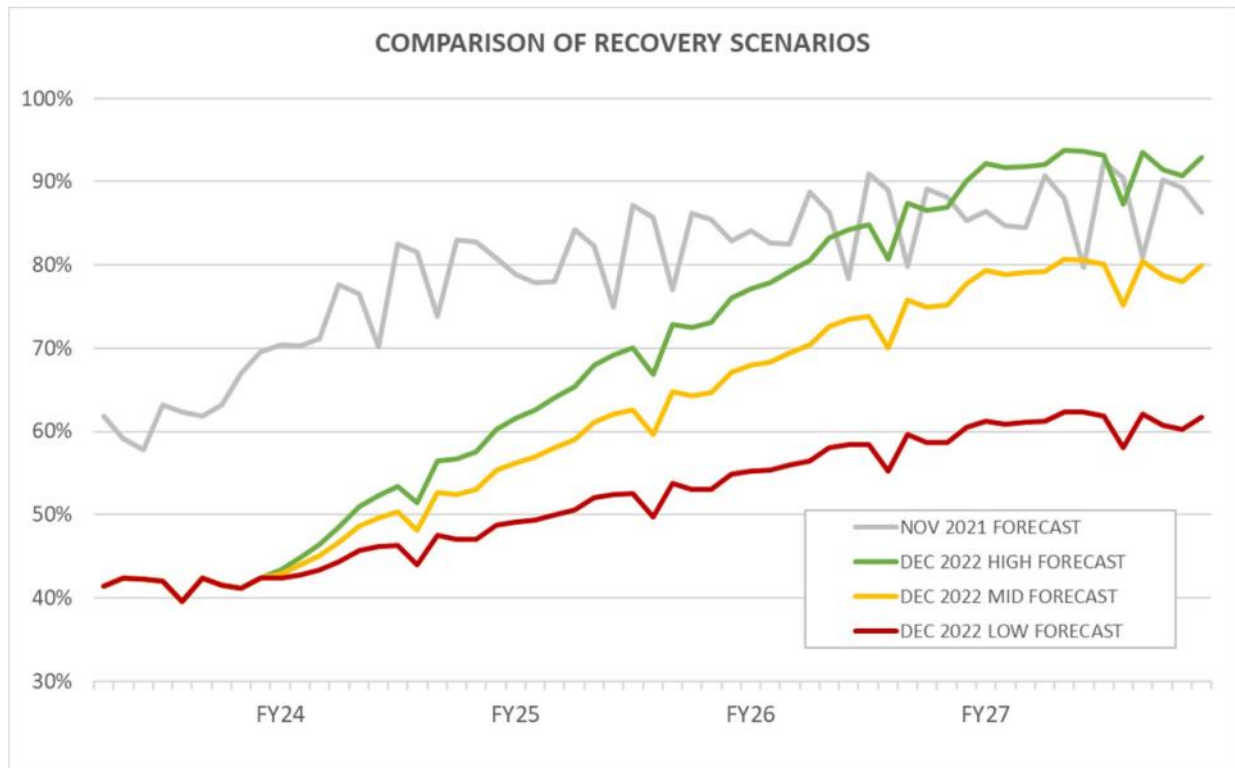


Table 3. Ridership Recovery Scenario Percentage Comparison

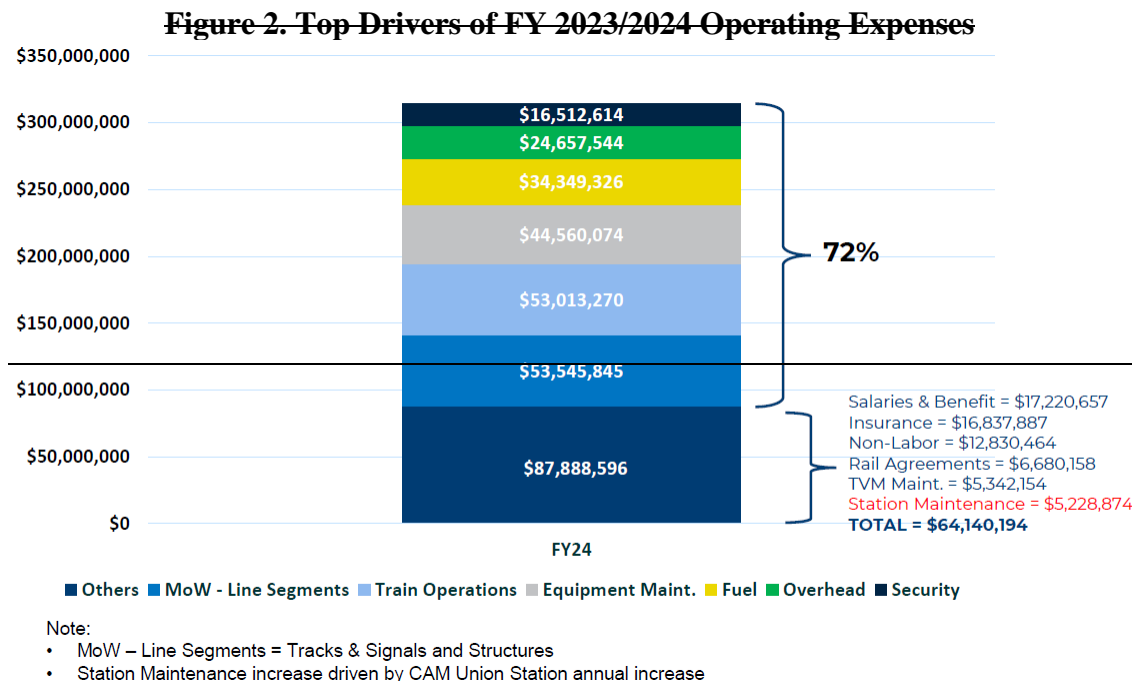
Scenario	FY24	FY25	FY26	FY27
High Growth	52%	69%	83%	92%
Medium Growth	49%	61%	72%	79%
Low Growth	45%	52%	58%	61%
Nov 2021 Forecast	77%	82%	85%	87%

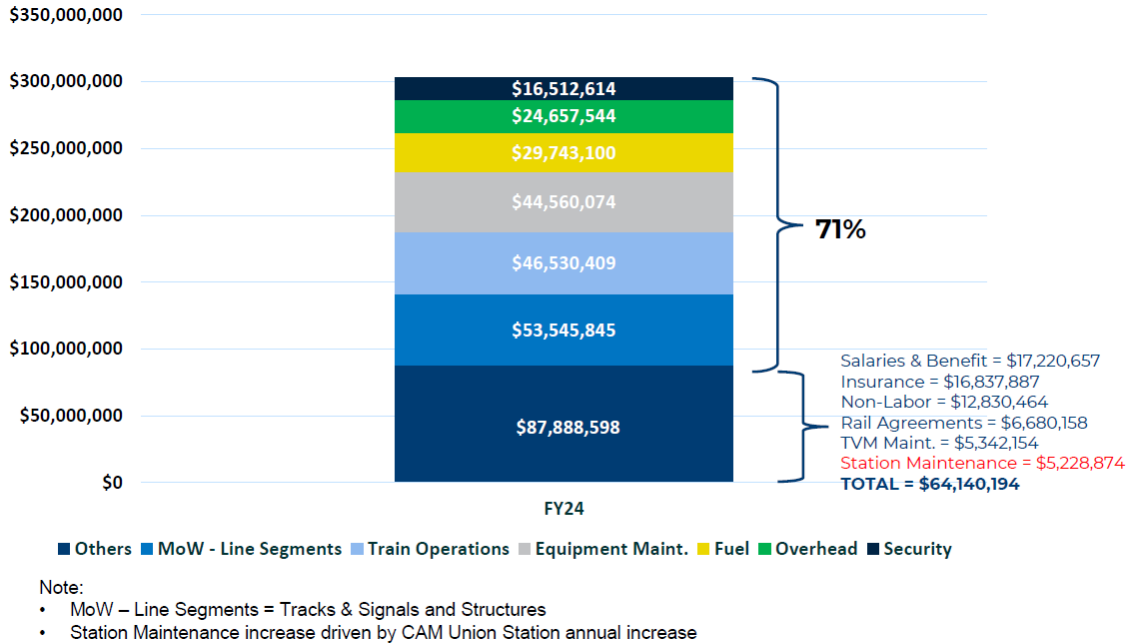
Under the Low Growth Scenario, ridership is anticipated to be 45 percent of its pre-pandemic ridership by the end of this FY, with 61 percent anticipated by FY 2026/2027. At the time of this report, ridership recovery has consistently hovered between 40-43 percent since June 2022. The FY 2023/2024 Preliminary Budget Request assumes full service restoration before the end of the FY. Ridership will continue to be closely monitored and any change to service levels will be based on load factors and ridership.

Although SCRRA has deferred the formal approval and transmittal of the Preliminary FY 2023/2024 Budget, Member Agencies have been provided with the proposed Capital, SGR (formerly referred to as Rehabilitation) and Operating costs. The proposed costs and the intended request is attached hereto as the presentation in Attachment A and includes new budgetary authority of approximately ~~\$480.5 million~~ **\$453.5 million**. The proposed budget consists of

operating budget authority of approximately **\$303 million requiring a subsidy of \$260.4 million \$250.7 million**, an increase compared to the FY 2022/2023 Adopted Budget, which was \$230 million. The Capital Program authority totals approximately ~~\$170.16 million~~ **\$150.1 million**, an increase compared to the FY 2022/2023 Adopted Budget of ~~\$106.6 million~~ **\$50.7 million**. The SGR Program has been reduced to include critical and high priority needs; maintenance of the equipment and infrastructure in a state of good repair is the focus. SCRRA is requesting SBCTA to provide the following subsidy amounts; ~~\$29,264,114~~ **\$28,892,306** for Operating, \$15,050,752 for SGR Projects, ~~\$3,003,120~~ **\$2,916,720** for New Capital Projects, which focuses on facilities, rolling stock, information technology, and business systems, as well as \$5,330,000 Working Capital Long Term Loan, a first of its kind request as part of the annual preliminary budget request. The fund sources are identified in Recommendations C and D.

SBCTA's share of the FY 2023/2024 operations subsidy increased by ~~\$4,039,371~~ **\$3,667,563** from the FY 2022/2023 Adopted Budget, or ~~16 percent~~ **14.5 percent**, which is largely driven by the decrease in projected fare box revenues, as well as other key factors, such as an increase in several other key categories of the budget. The total FY 2023/2024 Operating Expenses for these categories are approximately \$87.9 million in rail agreements, station and ticket vending device maintenance, salaries and benefits, and insurance; \$53.6 million in maintenance-of-way; ~~\$53 million~~ **\$46.5 million** in train operations; \$44.6 million in equipment maintenance; and a combined ~~\$76.6 million~~ **\$70.9 million** for the cost of fuel, overhead, and security. **Revised Figure 2 below on the following page provides a breakdown of these costs. Additionally, Attachments B through E provided more details on individual operating cost line items, the cost by line and per Member Agency, historical and actual operating costs, as well as forecasted operating costs through FY 2026/2027.**



(Revised below) Figure 2. Top Drivers of FY 2023/2024 Operating Expenses

This operating budget request includes the FY 2023/2024 funding needed to continue the Metrolink San Bernardino Line Fare Discount Program, which has been ongoing since July 2018. It should be noted that the total operating assistance allocation requested in Recommendation A does not include operational expenses for Arrow Service. The FY 2023/2024 Preliminary Budget Request for Arrow Service will be presented as a separate item. SBCTA originally budgeted \$25 million to accommodate the potential FY 2023/2024 operating budget during the annual budgeting process. With the latest operating subsidy increase, the budget amendment identified in Recommendation E will provide SBCTA the financial capacity to support SBCTA's subsidy share.

SCRRA has provided a cash flow for the SGR Program and the New Capital Program over the next four fiscal years in the Proposed FY 2023/2024 Budget. The combined request reflects an increase of ~~60 percent~~ **43 percent** in SBCTA's share as compared to the FY 2022/2023 Adopted Budget. The SGR Program allows for the railroad to be maintained in a state of good repair, including track and structure projects, systems, rolling stock, and facilities improvements. Projects are prioritized and optimized to address the most pressing system-wide rehabilitation needs. The FY 2023/2024 SGR proposed amount of approximately \$149.3 million, of which \$15.1 million is SBCTA's share, does not include drawdown on the existing SGR backlog, as identified in the Metrolink Rehabilitation Plan (MRP), which was developed in 2018 by SCRRA staff and is regularly updated based on need and data identified in the subsequent SGR Financial Plan, developed in 2021 by SCRRA staff. The objective of the program is to rehabilitate and replace the most critical priorities of aging track, railroad structures, vehicles, and facilities currently in use by Metrolink's daily commuter rail service, Amtrak service, other railroad partner services and to maintain on-time service. This plan identified a substantial backlog of rehabilitation needs, the current backlog amount is approximately \$600 million and has an on-going annual need of \$96.1 million in 2023 dollars.

Board of Directors Agenda Item

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These numbers have not yet been broken down by Member Agency; however, the 2018 MRP shows SBCTA's share of the backlog at an estimated \$70 million with the annual need estimated at \$12.1 million in 2021 dollars; these figures will be increased according to the SGR Financial Plan. With the approval of Senate Bill 1 (SB1), SCRRA directly receives approximately \$295,000 annually from SB1 State of Good Repair-Operator Share (SGR-Op) funds, plus SBCTA receives approximately \$2.4 million of SB1 SGR-Population Share funding that is programmed for both bus and rail needs based on need and project eligibility to Valley-area projects, and could be used to help fund the backlog. This is in addition to an estimated \$15 million apportionment of Federal Transit Administration Section 5337 funds that SBCTA receives annually for Valley-area rail rehabilitation needs. The cash flow for State of Good Repair requests over the next four years is shown in Table 4 below; however, SBCTA would be committing the full four-year funding up front with this proposed subsidy allocation. A detailed list of SGR projects is available by Member Agency and by line in ~~Attachment B~~ **Attachment F**.

Table 4. SGR Cash Flow for FY 2023/2024 through FY 2026/2027

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 State of Good Repair	\$85.6M	\$25.2M	\$13.2M	\$14.8M	\$8.8M	\$0.0M	\$147.6M
CASH OUTLAY							
2023-24	\$4.3M	\$1.3M	\$0.7M	\$0.7M	\$0.4M	\$0.0M	\$7.4M
2024-25	\$30.0M	\$8.8M	\$4.6M	\$5.2M	\$3.1M	\$0.0M	\$51.7M
2025-26	\$25.7M	\$7.6M	\$4.0M	\$4.4M	\$2.7M	\$0.0M	\$44.3M
2026-27	\$25.7M	\$7.6M	\$4.0M	\$4.4M	\$2.7M	\$0.0M	\$44.3M
Totals	\$85.6M	\$25.2M	\$13.2M	\$14.8M	\$8.8M	\$0.0M	\$147.6M

Note: Numbers may not foot due to rounding

(Revised) Table 4. SGR Cash Flow for FY 2023/2024 through FY 2026/2027

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 State of Good Repair	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M
CASH OUTLAY							
2023-24	\$3.2M	\$1.3M	\$0.7M	\$0.8M	\$0.6M	\$0.0M	\$6.5M
2024-25	\$22.2M	\$8.9M	\$4.7M	\$5.3M	\$4.4M	\$0.0M	\$45.4M
2025-26	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
2026-27	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
Totals	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M

Note: Numbers may not foot due to rounding

The New Capital authorization request for FY 2023/2024 was identified as necessary for safe and efficient rail operations. The proposed projects total approximately ~~\$20.86 million~~ **\$20.3 million**, of which approximately ~~\$3 million~~ **\$2.9 million** is SBCTA's share. A listing of the individual projects, their location and description are provided in ~~Attachment C~~ **Attachment G**. **Revised Table 5 below on the following page** shows the cash flow of New Capital projects over the next four years.

Table 5. New Capital Cash Flow for FY 2023/2024 through FY 2026/2027

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 New Capital	\$9.9M	\$4.1M	\$2.3M	\$3.0M	\$1.5M	\$0.0M	\$20.9M
	CASH OUTLAY						
2023-24	\$0.5M	\$0.2M	\$0.1M	\$0.2M	\$0.1M	\$0.0M	\$1.0M
2024-25	\$3.5M	\$1.4M	\$0.8M	\$1.1M	\$0.5M	\$0.0M	\$7.3M
2025-26	\$3.0M	\$1.2M	\$0.7M	\$0.9M	\$0.5M	\$0.0M	\$6.3M
2026-27	\$3.0M	\$1.2M	\$0.7M	\$0.9M	\$0.5M	\$0.0M	\$6.3M
Totals	\$9.9M	\$4.1M	\$2.3M	\$3.0M	\$1.5M	\$0.0M	\$20.9M

(Revised below) Table 5. New Capital Cash Flow for FY 2023/2024 through FY 2026/2027

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 New Capital	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M
	CASH OUTLAY						
2023-24	\$0.5M	\$0.2M	\$0.1M	\$0.1M	\$0.1M	\$0.0M	\$1.0M
2024-25	\$3.4M	\$1.4M	\$0.8M	\$1.0M	\$0.5M	\$0.0M	\$7.1M
2025-26	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
2026-27	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
Totals	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M

Note: Numbers may not foot due to rounding

Completion of the FY 2023/2024 Proposed SGR and New Capital Program projects are multi-year in nature. As such, the funding for the Proposed FY 2023/2024 Budget may be viewed as each having a four-year funding commitment, which would have the estimated cash flow impact over the subsequent fiscal years; however, SBCTA would be committing the full four-year funding up front with this proposed subsidy allocation.

As part of the FY 2023/2024 Preliminary Budget Request, SCRRA is requesting a Working Capital Long Term Loan in the amount of \$50 million, allocated by Member Agency based on track miles owned, making SBCTA's share \$5,330,000. The goal of this request is two-fold: 1) to use as a cash flow mechanism for SGR and New Capital Projects that are grant based; and 2) to serve as a cash flow reserve, as required by the SCRRA Board of Directors. Cash flow for these types of projects are challenging due to the timing of grant reimbursement, which averages 4.5 months and the risk of delaying projects without having adequate cash on hand to move projects forward. Historically, SCRRA has utilized operating funds to support such projects, which is neither standard, nor best practice. To improve business practices and remain in compliance with SCRRA Board-required cash reserves, SCRRA is requesting this Working Capital Long Term Loan as a more sustainable cash flow mechanism. While SBCTA

San Bernardino County Transportation Authority

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acknowledges SCRRA's cash flow challenges and agrees with the need for a separate fund source with which to advance projects forward, staff believes this request warrants a policy-level discussion by the SCRRA Board before approval and disbursement by Member Agencies. As these funds are intended to be an ongoing request as part of the annual budget process, a policy is necessary to formally define the need as part of the formal budget process, including the handling and use, tracking and reporting requirements to Member Agencies, determine how these funds are to be replenished and/or repaid, as well as internal controls and improvements to be made by SCRRA, such as invoicing practices, to address cash flow challenges on their end. As such, staff recommends that the Working Capital Long Term Loan request be approved contingent upon the development and approval of the SCRRA Board, as well as concurrence by the Member Agencies.

Due to the existing cost sharing formulas used by SCRRA, which distributes costs amongst the Member Agencies for system-wide and San Bernardino Line expenses, the full transmittal of SBCTA's allocation for Operating, SGR and New Capital Programs, as well as Working Capital Long Term Loan is contingent upon each of the five Member Agencies approving their full financial contribution, as part of SCRRA's FY 2023/2024 Preliminary Budget Request, as well as adoption by the SCRRA Board on ~~May 27, 2022~~ **May 26, 2023**.

As part of the FY 2021/2022 SCRRA allocation, the Board approved the replacement of \$495,652 of SB1 SGR-Op funds that were previously allocated as part of the FY 2018/2019 Budget with State Transit Assistance-Operator Share funds for rehabilitation projects that were delayed due to impacts of COVID-19 and to prevent the lapsing of funds. SCRRA has been able to make progress on the rehabilitation projects, removing the risk of lapsing funds. Recommendation E would reinstate the original allocation of SB1 SGR-Op funds for the FY 2018/2019 Budget.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget but requires a FY 2023/2024 Budget Amendment, increasing Task No. 0314, Transit Operations, by \$3,892,306 in Valley Local Transportation Funds (1040) and by \$2,112,502 in State Transit Assistance - Operator Share funds (1050).

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023.

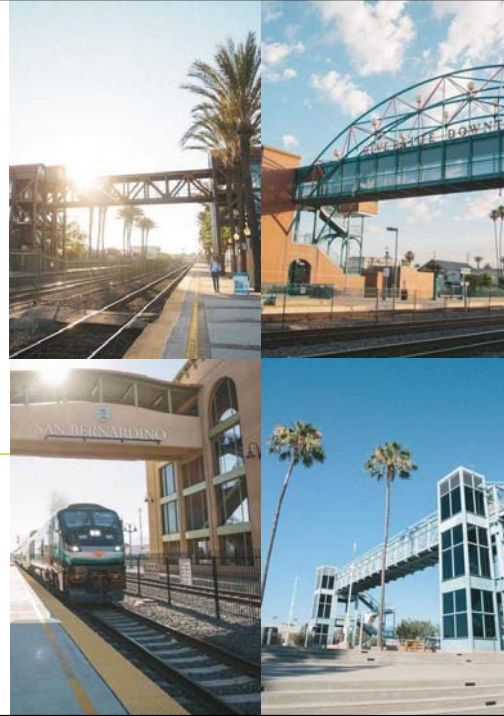
Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

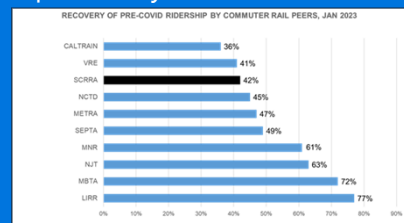
Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

5/18/2023

FINAL - CURRENT**Proposed FY24
Operations & Capital
Budgets****May 10, 2023****METROLINK****Transit Industry Ridership Woes**


- BART ridership recovery at **~37%**, projects they will not reach 70% of pre-COVID ridership for 10 years.
- METRA ridership fell 97% with COVID "Stay At Home Orders". Recovered **47%** pre-COVID weekday ridership.
- SEPTA ridership recovery at **~49%**.
- MBTA ridership recovery at **~72%**.
- CALTRAIN ridership recovery at **~36%**.





Financial Challenges Ahead

- Regional / Commuter ridership continues to lag pre-COVID numbers.
- Lower Ridership = Lower Revenue.
- Communications technology has enabled more workers to perform their daily jobs from home or other remote locations.
- Demand for peak period commuting is evolving.
- Metrolink Federal Relief funds have been exhausted in FY23.
- Majority of the Operational costs are fixed.
- Financial Challenges are placing a Burden on Member Agencies.
- Metrolink's, like other transit agencies, fiscal cliff is looming.



FY24 Budget Assumptions

Service Level:

- Current Service Level
- Full Codeshare (Pending Rail-2-Rail Agreement with LOSSAN)
- Arrow Service is a Separate Budget

Revenue: (Revenue Constraints)

- Revenue / Ridership based on Sperry Capital / KPMG Low Forecast Scenario
- No Fare Increases
- New Fare Promotions

Expenses:

- Contractor Increases only as Mandated by Agreements
- No New FTE Headcount
- 5.0% Merit Pool (No COLA)

Reporting:

- Monthly
- Formal Mid-Year Budget Review
- Arrow Service Monthly Budget & Revenue / Ridership

5/18/2023

Efficiency Actions & Growing Ridership

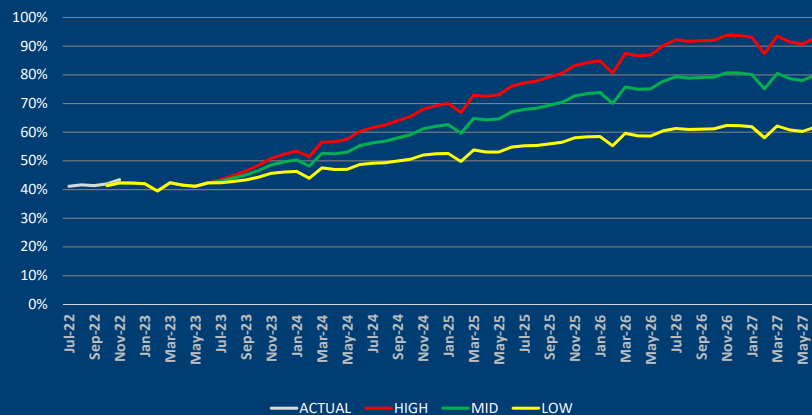
Progress – Results Due Spring 2023

- Metrolink has retained an outside consultant to provide optimizations for train crews and equipment usage. The results are intended to accomplish the following:
 - Optimize current stations pairs and identify new potential station
 - Model and cost peak-hour, off-peak and reverse-peak trains to be used to establish a performance evaluation model/matrix to aid in optimizing ongoing services.
- Schedule Integration Study
 - Collaborating with LOSSAN to optimize distribution of trains across travel hours
- Potential Rider Study
 - Focus Group to Encourage Non-Commuters usage
- Fuel Efficiency Study / Pilot Implementation Program

Ridership Recovery Scenarios

(KPMG/Sperry Dec 2022)

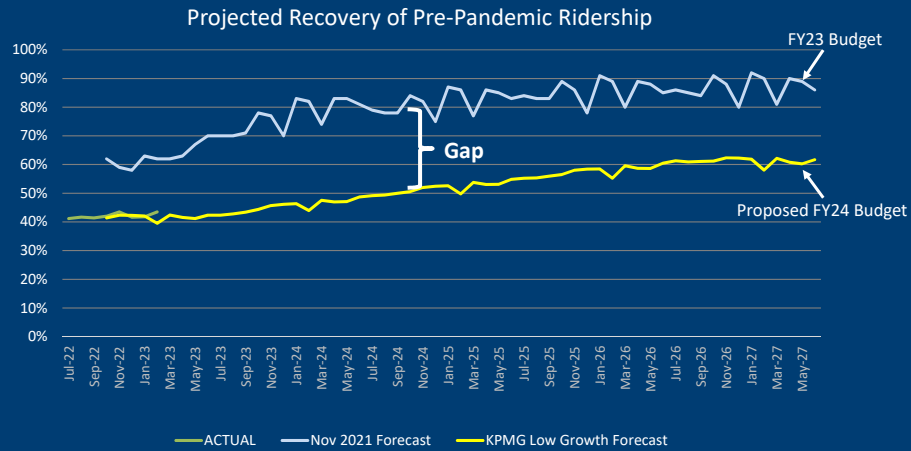
Projected Recovery of Pre-Pandemic Ridership



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Revenue/Ridership Recovery Scenarios

(KPMG/Sperry Dec 2022)



The "Gap" (\$11.5M) creates a Revenue shortfall that must be covered within the FY24 Budget.

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Proposed FY24 Operations Budget

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5/18/2023

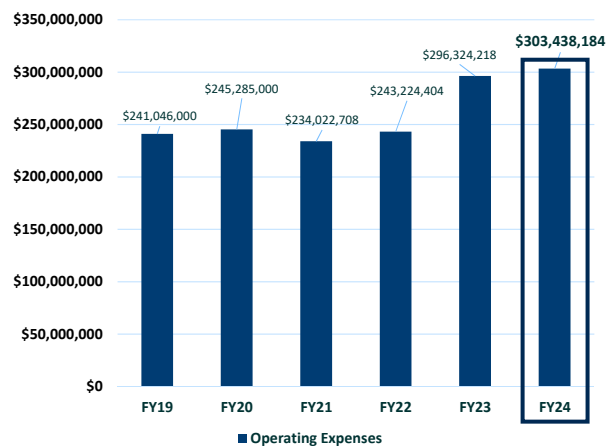


Proposed FY24 Operating Budget Overview

- Operating Revenue - **\$52.8M**
 - Decrease from FY23 of **\$13.7M** or **20.7%**
- Total Expenses - **\$303.4M**
 - Increase from FY23 of **\$7.1M** or **2.4%**
- Member Agency Support - **\$250.7M**
 - Increase from FY23 of **\$20.9M** or **9.1%**
- Working Capital - **\$50.0M**
 - New request to address Cashflow Challenges



Operating Expenses FY19 – FY24

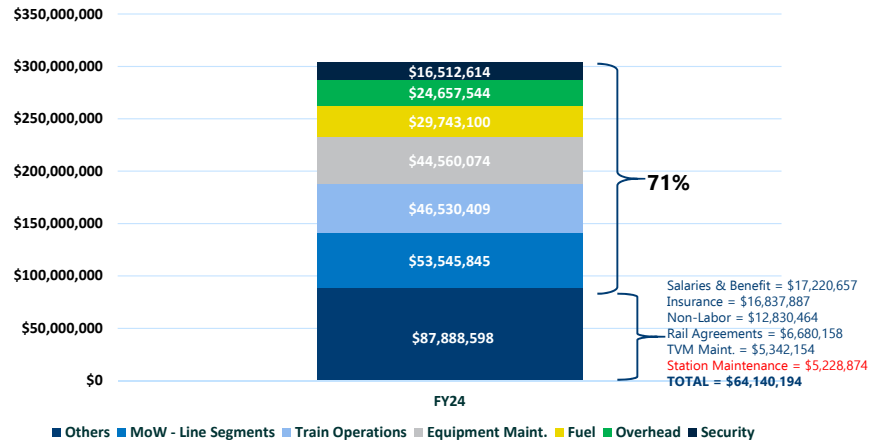


Notes:

- FY19, FY20, FY21, & FY22 Actuals
- FY23 & FY24 Budgets not Actuals

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Top Drivers of \$303.4M Operating Expenses - FY24

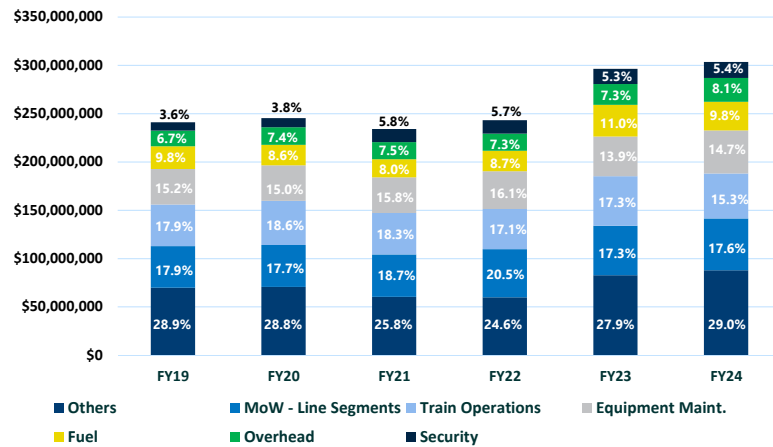


Note:

- MoW - Line Segments = Tracks & Signals and Structures
- Station Maintenance increase driven by CAM Union Station annual increase

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Top Drivers of Operating Expenses FY19 - FY24

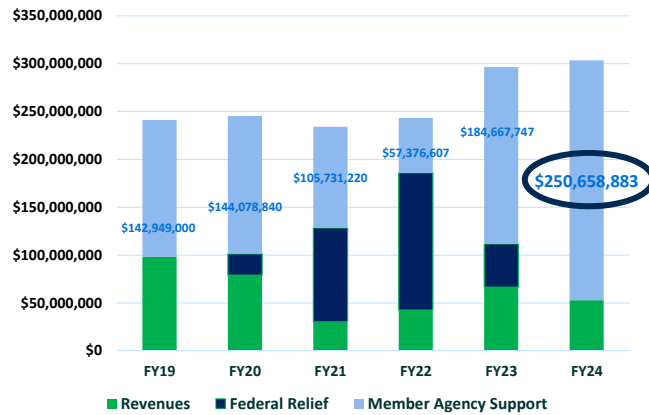


Notes:

- MoW - Line Segments = Tracks & Signals and Structures
- % - Represents % of Total Operating Expense
- FY19, FY20, FY21, & FY22 Actuals
- FY23 & FY24 Budgets not Actuals

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Operating Expenses Funding Sources FY19 – FY24



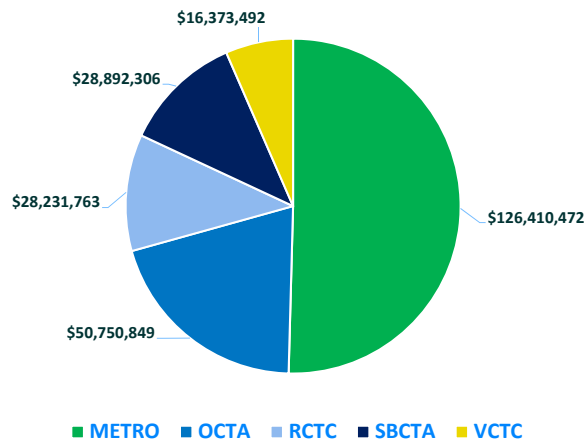
Notes:

- FY19, FY20, FY21, & FY22 Actuals
- FY23 & FY24 Budgets not Actuals

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Proposed FY24 Operating Support Required by Member Agency

Support Required by Member Agency (\$250.7M)



Notes:

- Total does not include "Working Capital" request

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Proposed FY24 Capital Budget

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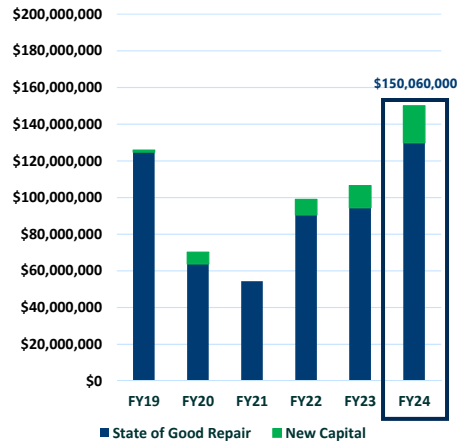
Proposed FY24 Capital Program Overview

- State of Good Repair - **\$129.8M**
 - Increase from FY23 of **\$35.4M** or **37.4%**
- New Capital - **\$20.3M**
 - Increase from FY23 of **\$8.2M** or **67.4%**

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Capital Programs are Critical Components of System Safety FY19 – FY24



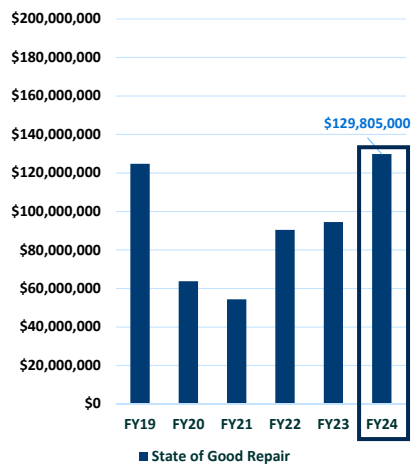
Note: FY23 data does not include New Capital Tier 4 Locomotive Purchase

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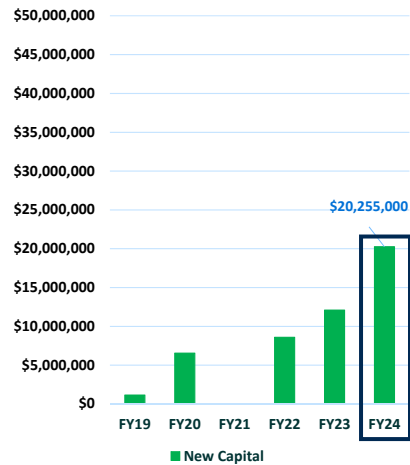


Proposed FY24 Capital Budget

State of Good Repair



New Capital

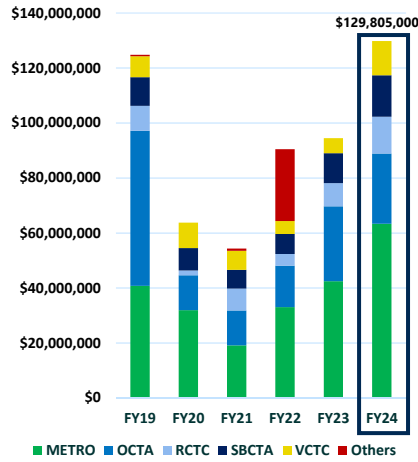


Note: FY23 data does not include New Capital Tier 4 Rolling Stock Purchase

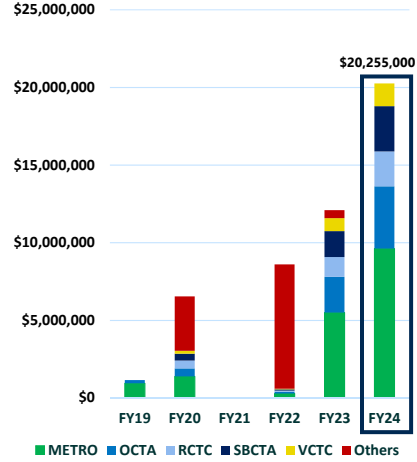
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Capital Budget Funding by Member Agency FY19 – FY24

State of Good Repair



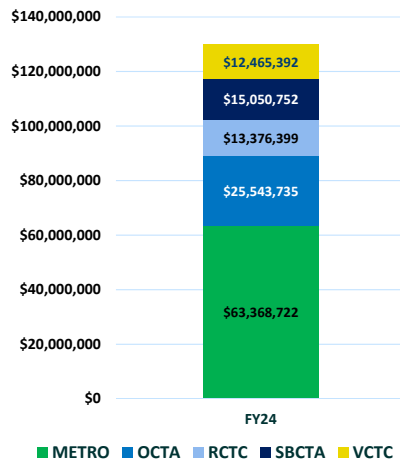
New Capital



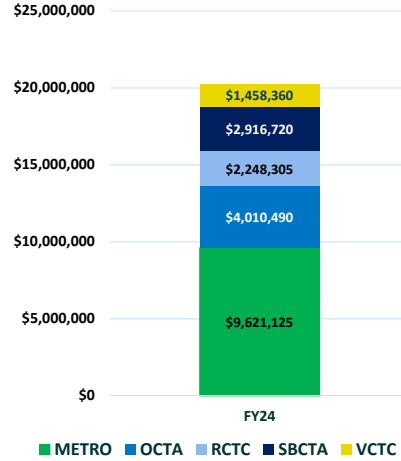
Note: FY23 data does not include New Capital Tier 4 Locomotive Purchase

FY24 Capital Budget Funding by Member Agency

State of Good Repair



New Capital





Metrolink's Cashflow Challenges

Issue:

- Agency Cashflow Pressures

Root Causes:

- Advancing Operating Funds to support State of Good Repair and New Capital projects
 - The Majority of our Grants are on a Reimbursement Basis
 - Reimbursement Process Cycle Time is ~4.5 Months
- Board requirement for maintaining \$50M Operating Cash Threshold

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Working Capital

	Total	METRO	OCTA	RCTC	SCBTA	VCTC
Working Capital	\$50,000,000	\$29,290,000	\$7,150,000	\$4,765,000	\$5,330,000	\$3,465,000

Member Agency Allocation

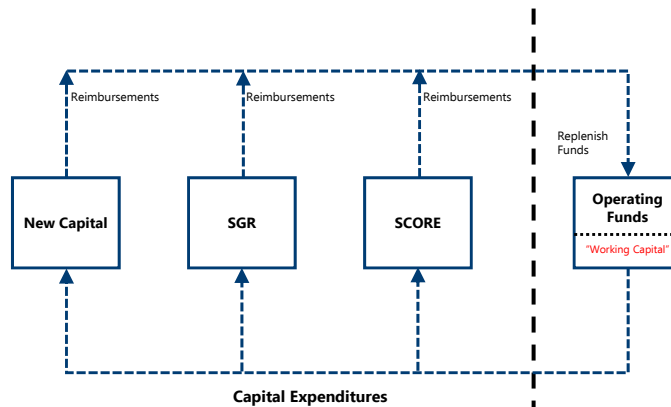
- Based on Track Miles Owned

Working Capital Tracking & Transparency:

- Board Approved "Working Capital" Policy
- "Working Capital Standard Operating Procedure
- Monthly / Quarterly Member Agency Reports
 - Detailed individual usage and reimbursement transactions
 - Overall Funds
 - By Member Agency

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Current "Working Capital" High Level Process

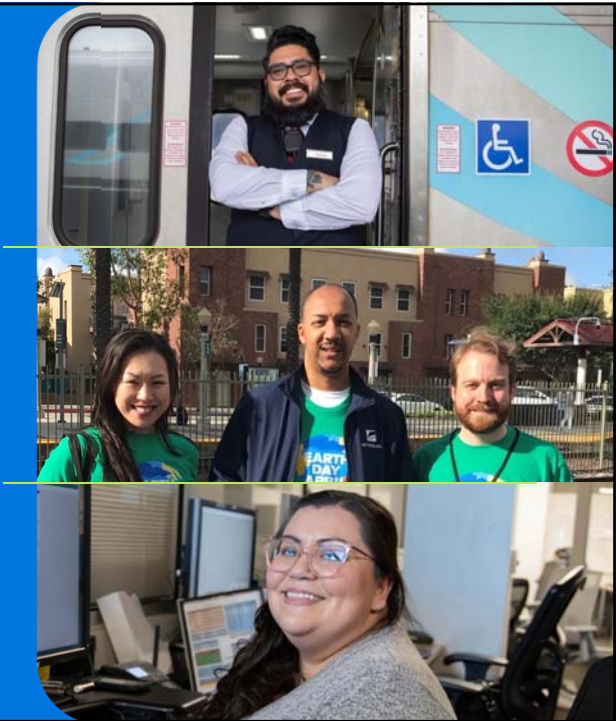


Notes:

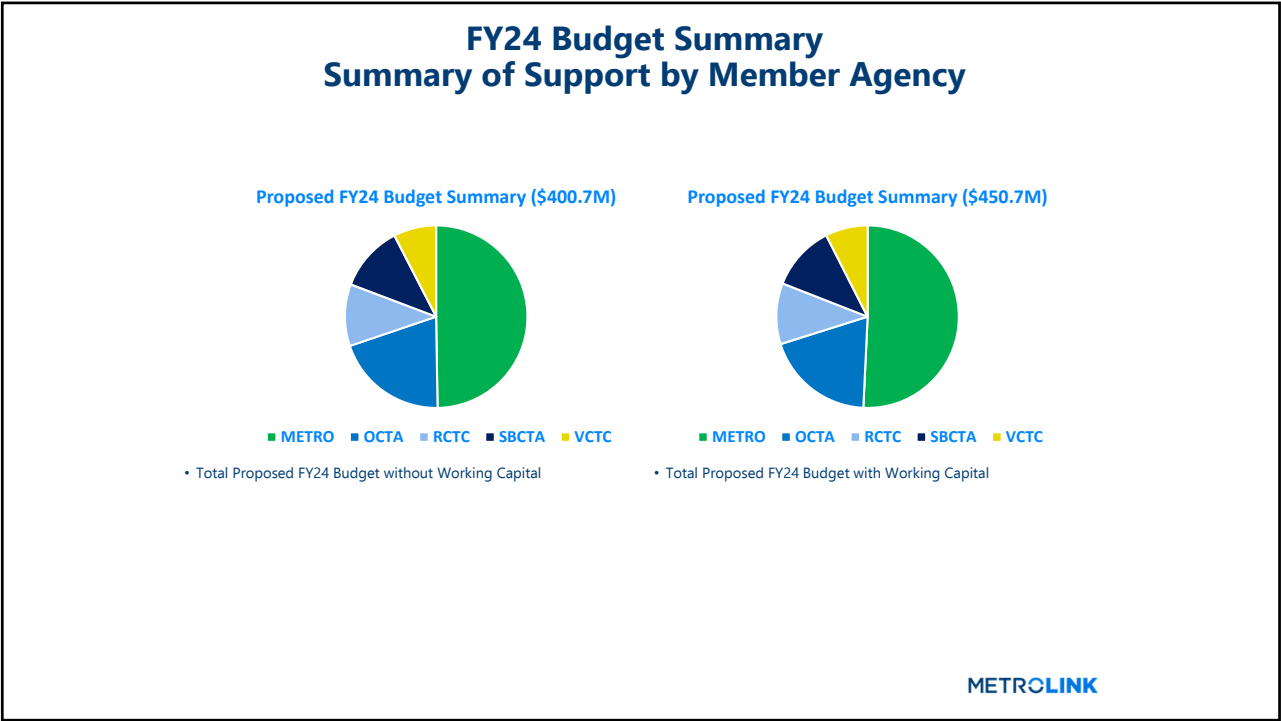
- "Current" process is Not Sustainable
- Managing with no additional Operations support
- Majority of Capital expenditures are on a reimbursement basis via grants
- \$50M Cash Threshold Board Policy

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Summary



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FY24 Budget Summary Summary of Support by Member Agency

FY24 Proposed Budget (Current)

	TOTAL	METRO	OCTA	RCTC	SBCTA	VCTC
Total Operating Support	\$ 250,658,882	\$ 126,410,472	\$ 50,750,849	\$ 28,231,763	\$ 28,892,306	\$ 16,373,492
Total Capital Support	\$ 150,060,000	\$ 72,989,847	\$ 29,554,225	\$ 15,624,704	\$ 17,967,472	\$ 13,923,752
SUB-TOTAL =	\$ 400,718,882	\$ 199,400,319	\$ 80,305,074	\$ 43,856,467	\$ 46,859,778	\$ 30,297,244
Working Capital Request	\$ 50,000,000	\$ 29,290,000	\$ 7,150,000	\$ 4,765,000	\$ 5,330,000	\$ 3,465,000
TOTAL =	\$ 450,718,882	\$ 228,690,319	\$ 87,455,074	\$ 48,621,467	\$ 52,189,778	\$ 33,762,244

FY23 Amended Budget

	TOTAL	METRO	OCTA	RCTC	SBCTA	VCTC
Total Operating Support	\$ 229,800,737	\$ 117,951,427	\$ 45,988,164	\$ 25,890,809	\$ 25,224,743	\$ 14,745,594
Total Capital Support	\$ 106,545,000	\$ 47,958,000	\$ 29,531,440	\$ 9,688,080	\$ 12,568,320	\$ 6,284,160
Working Capital Request	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL =	\$ 336,345,737	\$ 165,909,427	\$ 75,519,604	\$ 35,578,889	\$ 37,793,063	\$ 21,029,754

Variance

	TOTAL	METRO	OCTA	RCTC	SBCTA	VCTC
Total w/o Working Capital	\$ 64,373,145	\$ 33,490,892	\$ 4,785,470	\$ 8,277,578	\$ 9,066,715	\$ 9,267,490
variance	19.1%	20.2%	6.3%	23.3%	24.0%	44.1%
Total w/ Working Capital	\$ 114,373,145	\$ 62,780,892	\$ 11,935,470	\$ 13,042,578	\$ 14,396,715	\$ 12,732,490
variance	34.0%	37.8%	15.8%	36.7%	38.1%	60.5%

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Back Up

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5/18/2023

FY24 Operating Budget Summary of Support by Member Agency

FY24 Proposed Budget (CURRENT)						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Revenues	28,214,617	12,138,405	4,116,866	6,855,364	1,454,046	52,779,298
Total Expenses	154,625,089	62,889,254	32,348,629	35,747,670	17,827,538	303,438,180
FY24 Member Agency Support (Loss)	(126,410,472)	(50,750,849)	(28,231,763)	(28,892,306)	(16,373,492)	(250,658,882)
FY23 Amended Budget						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Revenues	33,640,404	16,195,954	5,872,140	9,013,543	1,801,441	66,523,481
Total Expenses	151,591,831	62,184,118	31,762,948	34,238,286	16,547,034	296,324,218
FY23 Member Agency Support (Loss)	(117,951,427)	(45,988,164)	(25,890,809)	(25,224,743)	(14,745,594)	(229,800,737)
Year-Over-Year Variance						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenues	(5,425,787)	(4,057,549)	(1,755,274)	(2,158,179)	(347,395)	(13,744,183)
variance	-16.1%	-25.1%	-29.9%	-23.9%	-19.3%	-20.7%
Expenses	3,033,258	705,136	585,681	1,509,384	1,280,504	7,113,962
variance	2.0%	1.1%	1.8%	4.4%	7.7%	2.4%
Member Agency Support (increase) / decrease	(8,459,045)	(4,762,685)	(2,340,954)	(3,667,563)	(1,627,898)	(20,858,145)
variance	-7.2%	-10.4%	-9.0%	-14.5%	-11.0%	-9.1%

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FY24 Operating Budget Summary of Member Agency Support by Line

FY24 Proposed Budget (CURRENT)								
	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Total Operating Revenues	15,677,747	4,018,862	10,285,337	2,798,005	10,627,540	4,926,708	4,445,098	52,779,297
Total Expenses	69,833,421	38,871,891	60,245,890	24,071,887	44,645,408	35,314,956	30,454,727	303,438,180
FY24 Member Agency Support (Loss)	(54,155,674)	(34,853,029)	(49,960,553)	(21,273,882)	(34,017,868)	(30,388,248)	(26,009,629)	(250,658,883)
FY23 Amended Budget								
	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Total Operating Revenues	19,508,547	4,934,705	12,286,922	3,201,774	12,728,840	7,919,490	5,943,203	66,523,481
Total Expenses	66,439,127	37,378,986	59,156,166	23,717,633	44,676,744	35,279,114	29,676,450	296,324,218
FY23 Member Agency Support (Loss)	(46,930,580)	(32,444,281)	(46,869,244)	(20,515,859)	(31,947,904)	(27,359,623)	(23,733,247)	(229,800,737)
Year-Over-Year Variance								
	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Operating Revenues	(3,830,800)	(915,843)	(2,001,585)	(403,769)	(2,101,300)	(2,992,782)	(1,498,105)	(13,744,184)
variance	-19.6%	-18.6%	-16.3%	-12.6%	-16.5%	-37.8%	-25.2%	-20.7%
Expenses	3,394,294	1,492,905	1,089,724	354,254	(31,336)	35,842	778,277	7,113,962
variance	5.1%	4.0%	1.8%	1.5%	-0.1%	0.1%	2.6%	2.4%
Member Agency Support (increase) / decrease	(7,225,094)	(2,408,748)	(3,091,309)	(758,023)	(2,069,964)	(3,028,625)	(2,276,382)	(20,858,146)
variance	-15.4%	-7.4%	-6.6%	-3.7%	-6.5%	-11.1%	-9.6%	-9.1%

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FY24 Budgeted Operating Statement - Revenues

(\$000s)	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY23 Amended vs FY24 Proposed	
			\$ Variance	% Variance
Operating Revenue				
Farebox Revenue	47,084,730	34,138,404	(12,946,326)	-27.50%
Fare Reduction Subsidy	1,510,705	490,404	(1,020,301)	-67.54%
Other Train Subsidies	2,500,000	2,565,421	65,421	2.62%
Special Trains	-	-	-	n/a
Subtotal-Pro Forma FareBox	51,095,435	37,194,229	(13,901,206)	-27.21%
Dispatching	2,776,805	1,962,580	(814,225)	-29.32%
Other Revenues	772,500	690,953	(81,547)	-10.56%
MOW Revenues	11,878,741	12,931,538	1,052,797	8.86%
Total Operating Revenue	66,523,481	52,779,301	(13,744,181)	-20.66%

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FY24 Budgeted Operating Statement - Expenses

(\$000s)	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY23 Amended vs FY24 Proposed	
			\$ Variance	% Variance
Operating Expenses				
<u>Operations & Services</u>				
Train Operations	51,345,147	46,530,409	(4,814,738)	-9.38%
Equipment Maintenance	41,054,295	44,560,074	3,505,779	8.54%
Fuel	32,716,044	29,743,100	(2,972,944)	-9.09%
Non-Scheduled Rolling Stock Repairs	100,000	100,000	-	0.00%
Operating Facilities Maintenance	2,217,676	2,243,863	26,187	1.18%
Other Operating Train Services	933,852	941,852	8,000	0.86%
Rolling Stock Lease	-	-	-	n/a
Security	15,738,496	16,512,614	774,118	4.92%
Public Safety Program	103,344	103,344	-	0.00%
Passenger Relations	1,910,862	2,021,136	110,274	5.77%
TVM Maintenance/Revenue Collection	5,365,246	5,342,154	(23,092)	-0.43%
Marketing	3,097,410	3,238,155	140,745	4.54%
Media & External Communications	372,350	322,450	(49,900)	-13.40%
Utilities/Leases	3,913,942	3,087,613	(826,329)	-21.11%
Transfers to Other Operators	3,276,436	3,269,346	(7,090)	-0.22%
Amtrak Transfers	823,581	1,185,452	361,871	43.94%
Station Maintenance	2,184,748	5,228,874	3,044,126	139.34%
Rail Agreements	5,305,024	6,680,158	1,375,134	25.92%
Holiday Trains	-	-	-	n/a
Special Trains	500,000	500,000	-	0.00%
Subtotal Operations & Services	170,958,453	171,610,595	652,141	0.38%

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FY24 Budgeted Operating Statement - Expenses

(\$000s)	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY23 Amended vs FY24 Proposed	
			\$ Variance	% Variance
Maintenance-of-Way				
MoW - Line Segments	51,167,433	53,545,845	2,378,412	4.65%
MoW - Extraordinary Maintenance	1,047,556	794,287	(253,269)	-24.18%
Subtotal Maintenance-of-Way	52,214,989	54,340,132	2,125,143	4.07%
Administration & Services				
Ops Salaries & Benefits	17,903,267	17,220,657	(682,610)	-3.81%
Ops Non-Labor Expenses	11,982,560	12,830,464	847,904	7.08%
Indirect Administrative Expenses	21,545,786	24,657,544	3,111,758	14.44%
Ops Professional Services	2,685,297	2,717,389	32,092	1.20%
Subtotal Admin & Services	54,116,910	57,426,054	3,309,144	6.11%
Contingency	90,000	87,500	(2,500)	-2.78%
Total Operating Expenses	277,380,352	283,464,281	6,083,929	2.19%
Insurance and Legal				
Liability/Property/Auto	16,087,842	16,837,887	750,045	4.66%
Net Claims / SI	1,000,000	990,000	(10,000)	-1.00%
Claims Administration	1,856,024	2,146,016	289,992	15.62%
Subtotal Insurance and Legal	18,943,866	19,973,903	1,030,037	5.44%
Total Expense	296,324,218	303,438,184	7,113,966	2.40%
Loss / Member Support Required	(229,800,737)	(250,658,883)	(20,858,146)	9.08%

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FY24 Capital Program – State of Good Repair

State of Good Repair – by Member Agency

TOTAL REQUEST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
\$129,805,000	\$63,368,722	\$25,543,735	\$13,376,399	\$15,050,752	\$12,465,392	\$0

State of Good Repair – by Line

TOTAL REQUEST	Systemwide	San Bernardino Line	Ventura County Line	Antelope Valley Line	Riverside	Orange County	IEOC	91/ PVL
\$129,805,000	\$72,936,000	\$11,526,000	\$12,067,000	\$16,978,000	\$0	\$11,048,000	\$0	\$5,250,000

State of Good Repair – Cash Flows

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 State of Good Repair	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M
	CASH OUTLAY						
2023-24	\$3.2M	\$1.3M	\$0.7M	\$0.8M	\$0.6M	\$0.0M	\$6.5M
2024-25	\$22.2M	\$8.9M	\$4.7M	\$5.3M	\$4.4M	\$0.0M	\$45.4M
2025-26	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
2026-27	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
Totals	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M

Note: Numbers may not foot due to rounding

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FY24 SGR Proposed Projects Summary

PROJECT #	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	PROJECT COST	FUNDINGS					
						METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
2616	ALL	All	Non-Revenue Fleet	Electric Vehicles (EV) to replace current vehicles that have reached end of useful life	\$250,000	\$118,750	\$40,500	\$27,750	\$36,000	\$18,000	\$0
2618	San Bernardino Line	San Gabriel	Track	SAN GABRIEL SUBDIVISION TRACK REHABILITATION	\$5,700,000	\$3,420,000	\$0	\$0	\$2,280,000	\$0	\$0
2619	Ventura County Line	Ventura - LA County	Track	VENTURA (LA) SUBDIVISION TRACK REHABILITATION	\$3,176,000	\$3,176,000	\$0	\$0	\$0	\$0	\$0
2621	San Bernardino Line	SB Shortway	Track	SHORT WAY SUBDIVISION TRACK REHABILITATION	\$255,000	\$130,522	\$54,407	\$30,503	\$39,568	\$0	\$0
2622	Perris Valley Line	San Jacinto (PVL)	Structures	PERRIS VALLEY SUBDIVISION REHABILITATION - CONSTRUCTION PHASE SERVICES - DEFERRED FROM FY23 BUDGET PROCESS	\$5,250,000	\$0	\$0	\$5,250,000	\$0	\$0	\$0
2623	Antelope Valley Line	Valley	Structures	VALLEY SUBDIVISION STRUCTURES REHABILITATION	\$3,503,000	\$3,503,000	\$0	\$0	\$0	\$0	\$0
2624	San Bernardino Line	San Gabriel	Structures	SAN GABRIEL SUBDIVISION STRUCTURES REHABILITATION	\$3,296,000	\$777,600	\$0	\$0	\$518,400	\$0	\$0
2625	Ventura County Line	Ventura - LA County	Structures	VENTURA (LA) SUBDIVISION STRUCTURES REHABILITATION	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
2628	San Bernardino Line	San Gabriel	Train Control	SAN GABRIEL SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$4,275,000	\$2,565,000	\$0	\$0	\$1,710,000	\$0	\$0
2629	Ventura County Line	Ventura - LA County	Train Control	VENTURA (LA) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$1,477,000	\$1,477,000	\$0	\$0	\$0	\$0	\$0
2656	Orange County Line	Orange	Track	ORANGE SUBDIVISION TRACK REHABILITATION	\$6,301,000	\$0	\$6,301,000	\$0	\$0	\$0	\$0
2657	Orange County Line	Orange	Structures	ORANGE SUBDIVISION STRUCTURES REHABILITATION	\$2,114,000	\$0	\$2,114,000	\$0	\$0	\$0	\$0
2658	Orange County Line	Orange	Train Control	ORANGE SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$2,633,000	\$0	\$2,633,000	\$0	\$0	\$0	\$0
2659	ALL	All	Track	SYSTEMWIDE TRACK REHABILITATION	\$5,000,000	\$2,375,000	\$990,000	\$555,000	\$720,000	\$360,000	\$0
2660	ALL	All	Train Control	SYSTEMWIDE TRAIN CONTROL SYSTEMS REHABILITATION	\$5,000,000	\$2,375,000	\$990,000	\$555,000	\$720,000	\$360,000	\$0
2661	ALL	All	Non-Revenue Fleet	VEHICLES AND MAINTENANCE-OF-WAY (MOW) EQUIPMENT REPLACEMENT & OVERHAUL	\$2,820,000	\$1,339,500	\$558,360	\$333,020	\$406,080	\$203,040	\$0
2663	ALL	All	Rolling Stock	Rolling Stock	\$3,650,000	\$1,733,750	\$722,700	\$400,150	\$525,000	\$262,800	\$0
2664	ALL	All	Rolling Stock	BOEMERIDE RAILCAR REBUILD	\$35,000,000	\$16,625,000	\$6,910,000	\$3,885,000	\$5,240,000	\$2,320,000	\$0
2667	Antelope Valley Line	Valley	Track	VALLEY SUBDIVISION TRACK REHABILITATION	\$8,595,000	\$8,595,000	\$0	\$0	\$0	\$0	\$0
2668	Ventura County Line	Ventura - VC County	Track	VENTURA (VC) SUBDIVISION TRACK REHABILITATION	\$1,866,000	\$0	\$0	\$0	\$0	\$1,866,000	\$0
2669	Ventura County Line	Ventura - VC County	Structures	VENTURA (VC) SUBDIVISION STRUCTURES REHABILITATION	\$856,000	\$0	\$0	\$0	\$0	\$856,000	\$0
2670	Ventura County Line	Ventura - VC County	Train Control	VENTURA (VC) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$992,000	\$0	\$0	\$0	\$0	\$992,000	\$0
2671	Antelope Valley Line	Valley	Train Control	VALLEY SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$4,880,000	\$4,880,000	\$0	\$0	\$0	\$0	\$0
2676	ALL	River	Track	RIVER SUBDIVISION TRACK REHABILITATION	\$2,000,000	\$950,000	\$396,000	\$222,000	\$288,000	\$144,000	\$0
2677	ALL	River	Train Control	RIVER SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$2,100,000	\$997,500	\$415,800	\$233,100	\$302,400	\$151,200	\$0
2682	ALL	All	Facilities	CMF Facility Switch Gear and Fire Alarm panel	\$1,300,000	\$617,500	\$257,400	\$144,300	\$187,200	\$93,600	\$0
2685	ALL	All	Facilities	NO2 Backroom Renovation	\$900,000	\$427,500	\$178,200	\$99,900	\$129,600	\$64,800	\$0
2692	ALL	All	Facilities	LAUS main water line replacement	\$250,000	\$118,750	\$40,500	\$27,750	\$36,000	\$18,000	\$0
2693	ALL	All	Facilities	Storm Water Oil Separator replacement	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$0
2702	ALL	All	Information Technology	Rehab of Firewalls at 2 Locations	\$250,000	\$125,000	\$50,648	\$28,416	\$36,944	\$18,412	\$0
2742	ALL	All	Rolling Stock	F125 Loco "Intermediate" Engine Overhaul	\$6,435,000	\$3,056,625	\$1,274,130	\$714,285	\$926,640	\$463,320	\$0
2743	ALL	All	Rolling Stock	LDVR & Camera Replacement	\$1,700,000	\$807,500	\$336,600	\$188,700	\$244,800	\$122,400	\$0
2744	ALL	All	Rolling Stock	NP45 Loco Overhaul	\$3,400,000	\$1,700,000	\$712,800	\$399,600	\$518,400	\$259,200	\$0
2802	ALL	All	Right of Way	Metrolink CAM Expenses for Fiscal 2024	\$1,675,000	\$795,625	\$331,650	\$185,925	\$241,200	\$120,600	\$0
2803	Ventura County	Ventura - VC	Train Control	Spring Road Signal Improvement	\$950,000	\$0	\$0	\$0	\$0	\$950,000	\$0
2804	Ventura County	Ventura - VC	Structures	Arroyo Semi Bridges	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	\$0
2805	Ventura County	Ventura - VC	Train Control	VCTC Signal Rehab	\$1,550,000	\$0	\$0	\$0	\$0	\$1,550,000	\$0
					\$129,805,000	\$63,368,722	\$25,543,745	\$13,376,399	\$15,050,752	\$12,465,392	\$0

METROLINK

FY24 Capital Program – New Capital

New Capital – by Member Agency

TOTAL REQUEST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
\$20,255,000	\$9,621,125	\$4,010,490	\$2,248,305	\$2,916,720	\$1,458,360	\$0

New Capital – by Line

TOTAL REQUEST	Systemwide	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91 /PVL
\$20,255,000	\$20,255,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

New Capital – Cash Flows

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 New Capital	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M
CASH OUTLAY							
2023-24	\$0.5M	\$0.2M	\$0.1M	\$0.1M	\$0.1M	\$0.0M	\$1.0M
2024-25	\$3.4M	\$1.4M	\$0.8M	\$1.0M	\$0.5M	\$0.0M	\$7.1M
2025-26	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
2026-27	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
Totals	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M

Note: Numbers may not foot due to rounding

METROLINK

5/18/2023

FY24 New Capital Proposed Projects Summary

ROW#	PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	PROJECT COST	FUNDINGS					
								METRO	OCTA	RCTC	SBCTA	VCCTC	OTHER
1	2599	Capital	ALL	ALL	Rolling Stock	SMART MAINTENANCE - PHASE II	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
2	2665	Capital	ALL	ALL	Rolling Stock	New Tier4 Locomotive Procurement	\$4,900,000	\$2,327,500	\$970,200	\$543,900	\$705,600	\$352,800	\$0
3	2694	Capital	ALL	ALL	Rolling Stock	Communication System Overhaul Phase I	\$550,000	\$261,250	\$108,900	\$61,050	\$79,200	\$39,600	\$0
4	2695	Capital	ALL	ALL	Rolling Stock	Passenger Car Luggage Rack	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
5	2696	Capital	ALL	ALL	Rolling Stock	Passenger Cabin CCTV	\$3,256,000	\$1,546,600	\$644,688	\$361,416	\$468,864	\$234,432	\$0
6	2722	Capital	ALL	ALL	Non-Revenue Fleet	SPECIALIZED MAINTENANCE EQUIPMENT, PHASE 2	\$5,585,000	\$2,652,875	\$1,105,830	\$619,935	\$804,240	\$402,120	\$0
14	2746	Capital	ALL	ALL	Facilities	EV Infrastructure	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
15	2762	Capital	ALL	ALL	Business Systems	PMS IT project support	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$0
16	2782	Capital	ALL	ALL	Business Systems	Document Management System (DMS)	\$464,000	\$220,400	\$91,872	\$51,504	\$66,816	\$33,408	\$0
							\$20,255,000	\$9,621,125	\$4,010,490	\$2,248,305	\$2,916,720	\$1,458,360	\$0

METROLINK

Thank you.

METROLINK



FY24 Proposed Operating Budget by Member Agency

Attachment B

(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	17,181	8,347	3,151	4,688	771	34,138
Fare Reduction Subsidy	293	-	-	197	-	490
Other Train Subsidies	2,565	-	-	-	-	2,565
Special Trains	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	20,040	8,347	3,151	4,885	771	37,194
Dispatching	1,019	594	13	116	220	1,963
Other Revenues	344	150	73	88	35	691
MOW Revenues	6,811	3,047	880	1,766	427	12,932
Total Operating Revenue	28,215	12,138	4,117	6,855	1,454	52,779
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	25,174	9,227	4,409	5,606	2,114	46,530
Equipment Maintenance	21,813	10,129	5,091	5,414	2,112	44,560
Fuel	15,330	6,667	2,874	3,588	1,284	29,743
Non-Scheduled Rolling Stock Repairs	50	24	10	12	3	100
Operating Facilities Maintenance	1,129	534	232	271	78	2,244
Other Operating Train Services	468	130	112	157	75	942
Rolling Stock Lease	-	-	-	-	-	-
Security	8,581	3,437	1,766	1,903	825	16,513
Public Safety Program	49	18	15	11	10	103
Passenger Relations	980	526	182	284	48	2,021
TVM Maintenance/Revenue Collection	2,335	1,147	871	673	317	5,342
Marketing	1,605	787	301	462	84	3,238
Media & External Communications	153	56	48	34	32	322
Utilities/Leases	1,465	532	459	324	307	3,088
Transfers to Other Operators	1,746	821	236	359	108	3,269
Amtrak Transfers	485	543	-	-	157	1,185
Station Maintenance	3,135	718	354	742	281	5,229
Rail Agreements	1,973	1,825	1,608	373	902	6,680
Holiday Trains	-	-	-	-	-	-
Special Trains	238	99	56	72	36	500
Subtotal Operations & Services	86,710	37,220	18,625	20,284	8,772	171,611
<u>Maintenance-of-Way</u>						
MoW - Line Segments	29,835	10,521	3,380	6,802	3,008	53,546
MoW - Extraordinary Maintenance	465	114	76	85	55	794
Subtotal Maintenance-of-Way	30,300	10,635	3,456	6,886	3,063	54,340
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	8,169	2,980	2,555	1,810	1,707	17,221
Ops Non-Labor Expenses	6,368	2,567	1,563	1,475	858	12,830
Indirect Administrative Expenses	11,698	4,248	3,669	2,589	2,453	24,658
Ops Professional Services	1,289	468	404	285	270	2,717
Subtotal Admin & Services	27,523	10,264	8,191	6,160	5,289	57,426
<u>Contingency</u>	42	15	13	9	9	88
Total Operating Expenses	144,574	58,133	30,284	33,339	17,133	283,464
<u>Insurance and Legal</u>						
Liability/Property/Auto	8,473	4,009	1,740	2,030	585	16,838
Net Claims / SI	498	236	102	119	34	990
Claims Administration	1,080	511	222	259	75	2,146
Total Net Insurance and Legal	10,051	4,756	2,064	2,408	694	19,974
Total Expense	154,625	62,889	32,349	35,748	17,828	303,438
Loss/Member Support Required	(126,410)	(50,751)	(28,232)	(28,892)	(16,373)	(250,659)

Attachment: Attachment B - FY24 Operating Statement by Member Agency (9645 : SCRRA Preliminary Budget Request for Fiscal Year

FY24 Proposed Operating Budget

Attachment C

(\$000s)	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY23 Amended vs FY24 Proposed	
			\$ Variance	% Variance
Operating Revenue				
Farebox Revenue	47,085	34,138	(12,946)	-27.50%
Fare Reduction Subsidy	1,511	490	(1,020)	-67.54%
Other Train Subsidies	2,500	2,565	65	2.62%
Special Trains	-	-	-	n/a
Subtotal-Pro Forma FareBox	51,095	37,194	(13,901)	-27.21%
Dispatching	2,777	1,963	(814)	-29.32%
Other Revenues	773	691	(82)	-10.56%
MOW Revenues	11,879	12,932	1,053	8.86%
Total Operating Revenue	66,523	52,779	(13,744)	-20.66%
Operating Expenses				
<u>Operations & Services</u>				
Train Operations	51,345	46,530	(4,815)	-9.38%
Equipment Maintenance	41,054	44,560	3,506	8.54%
Fuel	32,716	29,743	(2,973)	-9.09%
Non-Scheduled Rolling Stock Repairs	100	100	-	0.00%
Operating Facilities Maintenance	2,218	2,244	26	1.18%
Other Operating Train Services	934	942	8	0.86%
Rolling Stock Lease	-	-	-	n/a
Security	15,738	16,513	774	4.92%
Public Safety Program	103	103	-	0.00%
Passenger Relations	1,911	2,021	110	5.77%
TVM Maintenance/Revenue Collection	5,365	5,342	(23)	-0.43%
Marketing	3,097	3,238	141	4.54%
Media & External Communications	372	322	(50)	-13.40%
Utilities/Leases	3,914	3,088	(826)	-21.11%
Transfers to Other Operators	3,276	3,269	(7)	-0.22%
Amtrak Transfers	824	1,185	362	43.94%
Station Maintenance	2,185	5,229	3,044	139.34%
Rail Agreements	5,305	6,680	1,375	25.92%
Holiday Trains	-	-	-	n/a
Special Trains	500	500	-	0.00%
Subtotal Operations & Services	170,958	171,611	652	0.38%
<u>Maintenance-of-Way</u>				
MoW - Line Segments	51,167	53,546	2,378	4.65%
MoW - Extraordinary Maintenance	1,048	794	(253)	-24.18%
Subtotal Maintenance-of-Way	52,215	54,340	2,125	4.07%
<u>Administration & Services</u>				
Ops Salaries & Benefits	17,903	17,221	(683)	-3.81%
Ops Non-Labor Expenses	11,983	12,830	848	7.08%
Indirect Administrative Expenses	21,546	24,658	3,112	14.44%
Ops Professional Services	2,685	2,717	32	1.20%
Subtotal Admin & Services	54,117	57,426	3,309	6.11%
Contingency	90	88	(3)	-2.78%
Total Operating Expenses	277,380	283,464	6,084	2.19%
<u>Insurance and Legal</u>				
Liability/Property/Auto	16,088	16,838	750	4.66%
Net Claims / SI	1,000	990	(10)	-1.00%
Claims Administration	1,856	2,146	290	15.62%
Subtotal Insurance and Legal	18,944	19,974	1,030	5.44%
Total Expense	296,324	303,438	7,114	2.40%
Loss / Member Support Required	(229,801)	(250,659)	(20,858)	9.08%

Numbers may not foot due to rounding

Attachment: Attachment C - FY24 Operating Budget By Line (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink

Historical Actual and Budgeted Operating Statements

03/20/2024 10:00 AM

(\$000s)	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Actual	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY24 Proposed vs FY23 Amended	
						\$	%
						Variance	Variance
Operating Revenue							
Farebox Revenue	61,843	13,811	25,128	47,085	34,138	(12,946)	-27.50%
Fare Reduction Subsidy	1,090	164	689	1,511	490	(1,020)	-67.54%
AV Line Discount	-	-	(15)	-	-	-	n/a
Other Train Subsidies	-	2,306	2,365	2,500	2,565	65	2.62%
Special Trains	171	-	121	-	-	-	n/a
Subtotal-Pro Forma FareBox	63,104	16,256	28,288	51,095	37,194	(13,901)	-27.21%
Dispatching	2,300	2,079	2,155	2,777	1,963	(814)	-29.32%
Other Revenues	254	345	459	773	691	(82)	-10.56%
MOW Revenues	13,301	11,545	11,506	11,879	12,932	1,053	8.86%
Total Operating Revenue	78,958	30,225	42,407	66,523	52,779	(13,744)	-20.66%
Operating Expenses							
<u>Operations & Services</u>							
Train Operations	45,701	42,885	41,589	51,345	46,530	(4,815)	-9.38%
Equipment Maintenance	36,861	37,041	39,130	41,054	44,560	3,506	8.54%
Fuel	21,150	18,640	21,245	32,716	29,743	(2,973)	-9.09%
Non-Scheduled Rolling Stock Repairs	92	112	43	100	100	-	0.00%
Operating Facilities Maintenance	1,569	2,130	1,804	2,218	2,244	26	1.18%
Other Operating Train Services	863	945	520	934	942	8	0.86%
Rolling Stock Lease	231	230	-	-	-	-	n/a
Security	9,367	13,597	13,973	15,738	16,513	774	4.92%
Public Safety Program	55	64	14	103	103	-	0.00%
Passenger Relations	1,786	1,787	1,622	1,911	2,021	110	5.77%
TVM Maintenance/Revenue Collection	7,594	3,503	3,675	5,365	5,342	(23)	-0.43%
Marketing	1,359	2,092	2,646	3,097	3,238	141	4.54%
Media & External Communications	410	219	101	372	322	(50)	-13.40%
Utilities/Leases	2,762	2,899	2,913	3,914	3,088	(826)	-21.11%
Transfers to Other Operators	5,394	662	1,975	3,276	3,269	(7)	-0.22%
Amtrak Transfers	1,166	41	238	824	1,185	362	43.94%
Station Maintenance	1,980	1,960	1,984	2,185	5,229	3,044	139.34%
Rail Agreements	5,159	4,812	3,193	5,305	6,680	1,375	25.92%
Holiday Trains	57	-	-	-	-	-	n/a
Special Trains	524	-	74	500	500	-	0.00%
Subtotal Operations & Services	144,081	133,621	136,741	170,958	171,611	652	0.38%
<u>Maintenance-of-Way</u>							
MoW - Line Segments	43,375	43,756	49,740	51,167	53,546	2,378	4.65%
MoW - Extraordinary Maintenance	864	599	242	1,048	794	(253)	-24.18%
Subtotal Maintenance-of-Way	44,239	44,355	49,982	52,215	54,340	2,125	4.07%
<u>Administration & Services</u>							
Ops Salaries & Benefits	15,497	15,578	15,107	17,903	17,221	(683)	-3.81%
Ops Non-Labor Expenses	7,645	7,334	7,594	11,983	12,830	848	7.08%
Indirect Administrative Expenses	18,254	17,695	17,645	21,546	24,658	3,112	14.44%
Ops Professional Services	3,019	2,311	2,276	2,685	2,717	32	1.20%
Subtotal Admin & Services	44,415	42,917	42,622	54,117	57,426	3,309	6.11%
Contingency	11	-	-	90	88	(3)	-2.78%
Total Operating Expenses	232,745	220,893	229,344	277,380	283,464	6,084	2.19%
Insurance and Legal							
Liability/Property/Auto	9,870	12,447	12,857	16,088	16,838	750	4.66%
Net Claims / SI	2,303	1	(684)	1,000	990	(10)	-1.00%
Claims Administration	367	682	1,708	1,856	2,146	290	15.62%
Total Net Insurance and Legal	12,540	13,129	13,880	18,944	19,974	1,030	5.44%
Total Expense	245,285	234,023	243,224	296,324	303,438	7,114	2.40%
Non-Recurring Settlement Expense 1	-	3,234	-	-	-	-	n/a
Non-Recurring Settlement Expense 2	-	2,370	-	-	-	-	n/a
Loss / Member Support Required	(166,327)	(209,402)	(200,817)	(229,801)	(250,659)	(20,858)	9.08%
Member Support Payments	156,578	163,176	131,718	TBD	TBD	TBD	TBD
CARES Funding Utilized	9,748	46,226	66,491				
Refund of Remaining Carryforward	-	-	196				
Surplus / (Deficit)	-	-	(2,412)				

Numbers may not foot due to rounding

Attachment: Attachment D - Historical and Actual Operating Costs (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for

FY2024-25 Forecast - Operating Budget by Member Agency

Attachment E

	FY25 Budget Forecast by Member Agency					
(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	19,558	9,502	3,586	5,337	878	38,861
Fare Reduction Subsidy	576	-	-	387	-	962
Other Train Subsidies	2,565	-	-	-	-	2,565
Special Trains	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	22,699	9,502	3,586	5,723	878	42,388
Dispatching	1,058	632	14	120	233	2,056
Other Revenues	344	150	74	88	36	691
MOW Revenues	7,384	3,167	910	1,787	440	13,688
Total Operating Revenue	31,485	13,451	4,584	7,718	1,586	58,824
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	26,321	9,623	4,625	5,866	2,217	48,652
Equipment Maintenance	22,796	10,585	5,319	5,660	2,205	46,565
Fuel	16,043	6,919	3,016	3,757	1,347	31,082
Non-Scheduled Rolling Stock Repairs	53	25	11	13	4	105
Operating Facilities Maintenance	1,180	558	242	283	82	2,345
Other Operating Train Services	489	136	117	164	78	984
Rolling Stock Lease	-	-	-	-	-	-
Security	8,949	3,598	1,853	1,991	865	17,256
Public Safety Program	51	19	16	11	11	108
Passenger Relations	1,025	548	191	297	51	2,112
TVM Maintenance/Revenue Collection	2,440	1,199	910	703	331	5,583
Marketing	1,678	822	314	483	87	3,384
Media & External Communications	160	58	50	35	34	337
Utilities/Leases	1,531	556	480	339	321	3,227
Transfers to Other Operators	1,825	858	246	375	112	3,416
Amtrak Transfers	507	567	-	-	164	1,239
Station Maintenance	3,276	750	370	776	293	5,464
Rail Agreements	2,061	1,907	1,680	389	942	6,981
Holiday Trains	-	-	-	-	-	-
Special Trains	248	103	58	75	38	523
Subtotal Operations & Services	90,632	38,831	19,499	21,217	9,182	179,361
<u>Maintenance-of-Way</u>						
MoW - Line Segments	31,205	10,995	3,538	7,104	3,145	55,987
MoW - Extraordinary Maintenance	486	119	79	88	58	830
Subtotal Maintenance-of-Way	31,691	11,114	3,617	7,193	3,203	56,817
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	8,578	3,128	2,683	1,900	1,793	18,082
Ops Non-Labor Expenses	6,654	2,682	1,633	1,542	896	13,408
Indirect Administrative Expenses	12,255	4,451	3,844	2,712	2,570	25,833
Ops Professional Services	1,347	489	423	298	283	2,840
Subtotal Admin & Services	28,834	10,751	8,582	6,453	5,542	60,162
<u>Contingency</u>	43	16	14	10	9	91
Total Operating Expenses	151,201	60,712	31,711	34,872	17,936	296,432
<u>Insurance and Legal</u>						
Liability/Property/Auto	8,854	4,190	1,819	2,122	612	17,596
Net Claims / SI	521	246	107	125	36	1,035
Claims Administration	1,128	534	232	270	78	2,243
Total Net Insurance and Legal	10,503	4,970	2,157	2,517	726	20,873
Total Expense	161,704	65,682	33,869	37,389	18,662	317,304
Loss/Member Support Required	(130,219)	(52,231)	(29,285)	(29,670)	(17,076)	(258,481)

Attachment: Attachment E - Forecasted Operating Costs FY25 Through FY28 (9645 : SCRRA Preliminary Budget Request for Fiscal Year

FY2025-26 Forecast - Operating Budget by Member Agency

Attachment E

	FY26 Budget Forecast by Member Agency					
(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	21,763	10,573	3,991	5,938	977	43,241
Fare Reduction Subsidy	640	-	-	430	-	1,071
Other Train Subsidies	2,565	-	-	-	-	2,565
Special Trains	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	24,969	10,573	3,991	6,368	977	46,877
Dispatching	1,131	705	14	124	257	2,231
Other Revenues	344	149	74	88	36	691
MOW Revenues	7,671	3,323	942	1,849	463	14,248
Total Operating Revenue	34,115	14,751	5,020	8,429	1,733	64,048
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	27,519	10,037	4,851	6,139	2,324	50,869
Equipment Maintenance	23,823	11,060	5,557	5,917	2,301	48,660
Fuel	16,787	7,181	3,163	3,934	1,414	32,479
Non-Scheduled Rolling Stock Repairs	55	26	11	13	4	109
Operating Facilities Maintenance	1,233	583	253	295	85	2,450
Other Operating Train Services	511	142	122	172	82	1,029
Rolling Stock Lease	-	-	-	-	-	-
Security	9,333	3,766	1,944	2,081	908	18,032
Public Safety Program	54	19	17	12	11	113
Passenger Relations	1,072	571	200	310	53	2,207
TVM Maintenance/Revenue Collection	2,549	1,253	951	734	346	5,834
Marketing	1,753	859	329	504	91	3,536
Media & External Communications	167	61	52	37	35	352
Utilities/Leases	1,600	581	502	354	335	3,372
Transfers to Other Operators	1,907	897	257	392	118	3,570
Amtrak Transfers	530	593	-	-	171	1,295
Station Maintenance	3,423	784	387	810	306	5,710
Rail Agreements	2,154	1,993	1,756	407	985	7,295
Holiday Trains	-	-	-	-	-	-
Special Trains	259	108	61	79	39	546
Subtotal Operations & Services	94,729	40,514	20,413	22,191	9,610	187,457
<u>Maintenance-of-Way</u>						
MoW - Line Segments	32,633	11,500	3,698	7,419	3,289	58,539
MoW - Extraordinary Maintenance	508	124	83	92	60	867
Subtotal Maintenance-of-Way	33,141	11,624	3,781	7,512	3,349	59,407
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	9,007	3,284	2,817	1,995	1,883	18,986
Ops Non-Labor Expenses	6,953	2,803	1,707	1,611	937	14,011
Indirect Administrative Expenses	12,839	4,663	4,027	2,842	2,693	27,064
Ops Professional Services	1,408	511	442	312	295	2,967
Subtotal Admin & Services	30,207	11,262	8,992	6,760	5,807	63,028
Contingency	45	16	14	10	10	96
Total Operating Expenses	158,122	63,417	33,200	36,472	18,776	309,987
Insurance and Legal						
Liability/Property/Auto	9,252	4,378	1,900	2,217	639	18,387
Net Claims / SI	544	257	112	130	38	1,081
Claims Administration	1,179	558	242	283	81	2,343
Total Net Insurance and Legal	10,975	5,194	2,254	2,630	758	21,812
Total Expense	169,097	68,610	35,454	39,102	19,535	331,798
Loss/Member Support Required	(134,982)	(53,859)	(30,434)	(30,673)	(17,802)	(267,751)

Attachment: Attachment E - Forecasted Operating Costs FY25 Through FY28 (9645 : SCRRA Preliminary Budget Request for Fiscal Year

FY2026-27 Forecast - Operating Budget by Member Agency

Attachment E

	FY27 Budget Forecast by Member Agency					
(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	23,131	11,238	4,242	6,311	1,038	45,959
Fare Reduction Subsidy	681	-	-	457	-	1,138
Other Train Subsidies	2,565	-	-	-	-	2,565
Special Trains	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	26,377	11,238	4,242	6,769	1,038	49,662
Dispatching	1,136	708	15	129	257	2,244
Other Revenues	344	149	74	87	36	691
MOW Revenues	7,941	3,416	974	1,912	475	14,719
Total Operating Revenue	35,798	15,510	5,304	8,897	1,806	67,317
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	28,773	10,470	5,088	6,423	2,437	53,190
Equipment Maintenance	24,897	11,557	5,807	6,186	2,403	50,850
Fuel	17,566	7,456	3,317	4,119	1,483	33,942
Non-Scheduled Rolling Stock Repairs	57	27	12	14	4	114
Operating Facilities Maintenance	1,288	610	265	309	89	2,561
Other Operating Train Services	534	148	128	180	85	1,075
Rolling Stock Lease	-	-	-	-	-	-
Security	9,734	3,943	2,039	2,175	952	18,844
Public Safety Program	56	20	18	12	12	118
Passenger Relations	1,122	595	209	324	56	2,306
TVM Maintenance/Revenue Collection	2,664	1,309	994	768	362	6,096
Marketing	1,832	898	343	527	95	3,695
Media & External Communications	175	63	55	39	37	368
Utilities/Leases	1,672	607	524	370	351	3,523
Transfers to Other Operators	1,993	937	269	409	123	3,731
Amtrak Transfers	554	620	-	-	179	1,353
Station Maintenance	3,577	819	404	847	320	5,967
Rail Agreements	2,251	2,083	1,835	425	1,029	7,623
Holiday Trains	-	-	-	-	-	-
Special Trains	271	113	63	82	41	571
Subtotal Operations & Services	99,016	42,276	21,369	23,209	10,058	195,928
<u>Maintenance-of-Way</u>						
MoW - Line Segments	34,139	12,006	3,875	7,750	3,439	61,210
MoW - Extraordinary Maintenance	531	130	86	97	63	906
Subtotal Maintenance-of-Way	34,670	12,136	3,961	7,847	3,502	62,116
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	9,457	3,448	2,958	2,095	1,977	19,935
Ops Non-Labor Expenses	7,266	2,929	1,783	1,684	979	14,642
Indirect Administrative Expenses	13,451	4,885	4,219	2,977	2,821	28,354
Ops Professional Services	1,471	534	461	326	309	3,101
Subtotal Admin & Services	31,646	11,797	9,422	7,081	6,086	66,032
<u>Contingency</u>	47	17	15	10	10	100
Total Operating Expenses	165,379	66,226	34,767	38,148	19,656	324,176
<u>Insurance and Legal</u>						
Liability/Property/Auto	9,669	4,575	1,986	2,317	668	19,215
Net Claims / SI	568	269	117	136	39	1,130
Claims Administration	1,232	583	253	295	85	2,449
Total Net Insurance and Legal	11,469	5,427	2,356	2,748	793	22,794
Total Expense	176,848	71,653	37,123	40,897	20,448	346,969
Loss/Member Support Required	(141,050)	(56,143)	(31,819)	(31,999)	(18,642)	(279,653)

Attachment: Attachment E - Forecasted Operating Costs FY25 Through FY28 (9645 : SCRRA Preliminary Budget Request for Fiscal Year

FY2027-28 Forecast - Operating Budget by Member Agency

Attachment E

	FY28 Budget Forecast by Member Agency					
(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	23,131	11,238	4,242	6,311	1,038	45,959
Fare Reduction Subsidy	681	-	-	457	-	1,138
Other Train Subsidies	2,565	-	-	-	-	2,565
Special Trains	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	26,377	11,238	4,242	6,769	1,038	49,662
Dispatching	1,165	734	15	133	265	2,313
Other Revenues	344	149	74	88	36	691
MOW Revenues	8,230	3,534	1,008	1,978	492	15,243
Total Operating Revenue	36,117	15,655	5,339	8,967	1,831	67,909
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	30,084	10,922	5,335	6,721	2,555	55,616
Equipment Maintenance	26,019	12,077	6,067	6,467	2,508	53,139
Fuel	18,380	7,743	3,478	4,312	1,556	35,469
Non-Scheduled Rolling Stock Repairs	60	28	12	14	4	119
Operating Facilities Maintenance	1,346	637	277	323	93	2,676
Other Operating Train Services	558	155	134	188	89	1,123
Rolling Stock Lease	-	-	-	-	-	-
Security	10,153	4,127	2,139	2,274	999	19,692
Public Safety Program	58	21	18	13	12	123
Passenger Relations	1,173	620	219	339	59	2,410
TVM Maintenance/Revenue Collection	2,784	1,368	1,038	802	378	6,371
Marketing	1,915	938	359	551	100	3,862
Media & External Communications	182	66	57	40	38	385
Utilities/Leases	1,747	634	548	387	366	3,682
Transfers to Other Operators	2,082	980	281	428	128	3,899
Amtrak Transfers	579	648	-	-	187	1,414
Station Maintenance	3,738	856	422	885	335	6,236
Rail Agreements	2,352	2,177	1,917	444	1,075	7,966
Holiday Trains	-	-	-	-	-	-
Special Trains	283	118	66	86	43	596
Subtotal Operations & Services	103,494	44,116	22,367	24,273	10,526	204,776
<u>Maintenance-of-Way</u>						
MoW - Line Segments	35,710	12,542	4,057	8,096	3,596	64,001
MoW - Extraordinary Maintenance	555	135	90	101	66	947
Subtotal Maintenance-of-Way	36,265	12,678	4,148	8,197	3,662	64,948
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	9,930	3,619	3,107	2,200	2,076	20,932
Ops Non-Labor Expenses	7,593	3,061	1,864	1,760	1,023	15,301
Indirect Administrative Expenses	14,092	5,118	4,420	3,119	2,956	29,706
Ops Professional Services	1,537	558	482	340	322	3,241
Subtotal Admin & Services	33,153	12,357	9,873	7,418	6,377	69,179
<u>Contingency</u>	50	18	16	11	10	104
Total Operating Expenses	172,961	69,169	36,403	39,899	20,576	339,008
Insurance and Legal						
Liability/Property/Auto	10,104	4,781	2,075	2,421	698	20,079
Net Claims / SI	594	281	122	142	41	1,181
Claims Administration	1,288	609	265	309	89	2,559
Total Net Insurance and Legal	11,986	5,672	2,462	2,872	828	23,819
Total Expense	184,947	74,840	38,865	42,771	21,404	362,827
Loss/Member Support Required	(148,830)	(59,185)	(33,527)	(33,804)	(19,572)	(294,918)

Attachment: Attachment E - Forecasted Operating Costs FY25 Through FY28 (9645 : SCRRA Preliminary Budget Request for Fiscal Year



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
1	HOLMANS	2023	2024	SAVED	OPEN	2616	00	Rehab	ALL	All	n/a - n/a	Worn	High	Non-Revenue Fleet	Electric Vehicles (EV) to replace current vehicles that have reached end of useful life	2 EV vehicle for Safety and 2 EV vehicles for Customer Relations team to replace vehicles that are well beyond useful life and require extensive repairs. Need non-FTA funding sources.	\$250,000	\$118,750	\$49,500	\$27,750	\$36,000	\$18,000	\$0
2	HOLMANS	2023	2024	SAVED	OPEN	2618	00	Rehab	San Bernardino Line	San Gabriel	1.08 - 56.52	Worn	High	Track	SAN GABRIEL SUBDIVISION TRACK REHABILITATION	San Gabriel Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will include: This project will also include rehabilitation work (\$525k) within the limits of the Rancho Cucamonga SCORE and (\$625k) within the limits of the El Monte SCORE project that is unfunded due to cost increases for the total project. This aspect of the project may be offset with an ongoing grant pursuit. If the SCORE work is funded through a separate grant the full scope for this project will include 21,000ft of Rail, 5000 Ties, 2 Turnouts	\$5,700,000	\$3,420,000	\$0	\$0	\$2,280,000	\$0	\$0
3	HOLMANS	2023	2024	SAVED	OPEN	2619	00	Rehab	Ventura County Line	Ventura - LA County	441.24 - 462.39	Worn	High	Track	VENTURA (LA) SUBDIVISION TRACK REHABILITATION	Ventura (LA County) Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will include: 4000 Ties, 1 Road Crossing (Double Track), 1 Turnout	\$3,176,000	\$3,176,000	\$0	\$0	\$0	\$0	\$0
4	HOLMANS	2023	2024	SAVED	OPEN	2621	00	Rehab	San Bernardino Line	SB Shortway	0.42 - 2.1	Worn	High	Track	SHORT WAY SUBDIVISION TRACK REHABILITATION	Short Way Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast	\$255,000	\$130,522	\$54,407	\$30,503	\$39,568	\$0	\$0
5	HOLMANS	2023	2024	SAVED	OPEN	2622	00	Rehab	Perris Valley Line	San Jacinto (PVL)	65 - 85.4	Worn	High	Structures	PERRIS VALLEY SUBDIVISION REHABILITATION - CONSTRUCTION PHASE SERVICES - DEFERRED FROM FY23 BUDGET PROCESS	Additional Construction Phase funding for Citrus Retaining Wall & Drainage; Box Springs Drainage Details: Construction funds from prior years was an estimated cost for construction and changed upon completion of final design. Design phase and partial Construction phase was funded in FY21 budget: Adopted last year, FY21, were Project 521910 for \$1.8M Design; Project 521920 for \$2.3M Construction phase services for the area between MP 70.7 and MP 70.9. The first 2 projects to be completed in this area will be at CP Citrus with the extension of an existing retaining wall and at MP 70.85 which will add 4-60" RCP across the tracks and perform track side grading and ditching between MP 70.83 and MP 70.9. Work has not yet started, pending FTA grant execution. The FY22 request for \$1.58M was meant to complete funding of the construction phase for remaining drainage and culvert projects for this area. (FY23 request Deferred to FY24) Construction funding for PVL Drainage Phase 2. Box springs and CP Citrus drainage mitigation. IFB Package 2 MP 69.72 – 70.78	\$5,250,000	\$0	\$0	\$5,250,000	\$0	\$0	\$0
6	HOLMANS	2023	2024	SAVED	OPEN	2623	00	Rehab	Antelope Valley Line	Valley	3.67 - 76.63	Worn	High	Structures	VALLEY SUBDIVISION STRUCTURES REHABILITATION	Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Construction funds for Valley Sub Structures that were designed with FY22 funds. This would address up to 6 Structures of 10 on the Valley Sub that will be made Shovel-Ready with FY22 Design	\$3,503,000	\$3,503,000	\$0	\$0	\$0	\$0	\$0
7	HOLMANS	2023	2024	SAVED	OPEN	2624	00	Rehab	San Bernardino Line	San Gabriel	1.08 - 56.52	Worn	High	Structures	SAN GABRIEL SUBDIVISION STRUCTURES REHABILITATION	San Gabriel Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Bridge Repairs at 2 locations, and replacement of 1 culvert.	\$1,296,000	\$777,600	\$0	\$0	\$518,400	\$0	\$0



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
8	HOLMANS	2023	2024	SAVED	OPEN	2625	00	Rehab	Ventura County Line	Ventura - LA County	441.24 - 462.39	Worn	High	Structures	VENTURA (LA) SUBDIVISION STRUCTURES REHABILITATION	Ventura (LA) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Update Bridge load ratings for Bridges on Ventura Sub in LA County.	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
9	HOLMANS	2023	2024	SAVED	OPEN	2628	00	Rehab	San Bernardino Line	San Gabriel	1.08 - 56.52	Worn	High	Train Control	SAN GABRIEL SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	"San Gabriel Sub Train Control Systems Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Positive Train Control (PTC) systems - Signal systems - Crossing systems - Communication systems - Centralized train control systems COMMUNICATIONS: WMS-UPGRADE, AC REHAB, BATTERY REHAB, FIBER - REHAB, RADIO REHAB - PTC/VHF/UHF, CIS REHAB SIGNALS: Upgrading Control points and crossings	\$4,275,000	\$2,565,000	\$0	\$0	\$1,710,000	\$0	\$0
10	HOLMANS	2023	2024	SAVED	OPEN	2629	00	Rehab	Ventura County Line	Ventura - LA County	441.24 - 462.39	Worn	High	Train Control	VENTURA (LA) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	"Ventura (LA) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems COMMUNICATIONS: WMS-UPGRADE, AC REHAB, BATTERY REHAB, FIBER - REHAB, RADIO REHAB - PTC/VHF/UHF, CIS REHAB SIGNALS: Upgrading Control points and crossings	\$1,477,000	\$1,477,000	\$0	\$0	\$0	\$0	\$0
11	ZAVALAL	2024	2024	SAVED	OPEN	2656	00	Rehab	Orange County Line	Orange	165.08 - 207.4	Worn	High	Track	ORANGE SUBDIVISION TRACK REHABILITATION	Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will include: [6000 TF rail upgrade, 3 crossing rehabilitation, 3 turnout replacements]	\$6,301,000	\$0	\$6,301,000	\$0	\$0	\$0	\$0
12	ZAVALAL	2024	2024	SAVED	OPEN	2657	00	Rehab	Orange County Line	Orange	165.08 - 207.4	Worn	High	Structures	ORANGE SUBDIVISION STRUCTURES REHABILITATION	Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Design and environmentally clear 12 Culverts, primarily in the Dana Point and San Clemente area, and Construct 2 of the 12. Seek additional construction funds in FY25.	\$2,114,000	\$0	\$2,114,000	\$0	\$0	\$0	\$0
13	ZAVALAL	2024	2024	SAVED	OPEN	2658	00	Rehab	Orange County Line	Orange	165.08 - 207.4	Worn	High	Train Control	ORANGE SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems COMMUNICATIONS: WMS-UPGRADE, AC REHAB, BATTERY REHAB, FIBER - REHAB, RADIO REHAB - PTC/VHF/UHF, CIS REHAB SIGNALS: Upgrading Control points and crossings	\$2,633,000	\$0	\$2,633,000	\$0	\$0	\$0	\$0
14	HOLMANS	2024	2024	SAVED	OPEN	2659	00	Rehab	ALL	All	n/a - n/a	Worn	High	Track	SYSTEMWIDE TRACK REHABILITATION	Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail Grinding: ongoing systemwide program - Surfacing Program to restore track profiles and cross sections - Infrastructure planning and data collection for condition assessments	\$5,000,000	\$2,375,000	\$990,000	\$555,000	\$720,000	\$360,000	\$0

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



																		FUNDINGS					
ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
15	HOLMANS	2024	2024	SAVED	OPEN	2660	00	Rehab	ALL	All	n/a - n/a	Worn	High	Train Control	SYSTEMWIDE TRAIN CONTROL SYSTEMS REHABILITATION	Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life. Train Control Back Office: 1) DOC/MOC Backup Systems 2) Workstations/Laptops 3) CAD/BOS/MDM/IC3 4) Routers/Switches 5) On-Board Train Control Systems 6) Software/Hardware for Locomotives & Cab Cars	\$5,000,000	\$2,375,000	\$990,000	\$555,000	\$720,000	\$360,000	\$0
16	HOLMANS	2024	2024	SAVED	OPEN	2661	00	Rehab	ALL	All	n/a - n/a	Worn	High	Non-Revenue Fleet	VEHICLES AND MAINTENANCE-OF-WAY (MOW) EQUIPMENT - REPLACEMENT & OVERHAUL	Vehicles and equipment major overhaul and replacement via new acquisition or lease-to-purchase addresses the fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way. Replacement of MOW equipment; Rehabilitation of MOW equipment. Under new Carb regulation, 50% of 2024-2026 model year vehicle purchased by public fleets must be zero emission vehicles (ZEV) Heavy - (1) Medium - (2) Light Duty - (22) Equipment - 0	\$2,820,000	\$1,339,500	\$558,360	\$313,020	\$406,080	\$203,040	\$0
17	HOLMANS	2024	2024	SAVED	OPEN	2663	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	Rotem HVAC Overhaul/Rebuild	•Life cycle increase •Remove systemic issue	\$3,650,000	\$1,733,750	\$722,700	\$405,150	\$525,600	\$262,800	\$0
18	HOLMANS	2024	2024	SAVED	OPEN	2664	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	BOMBARDIER RAILCAR REBUILD	Bombardier Railcar Rebuild and rehabilitation addresses the revenue fleet of railcars and cab cars. Lifecycle extension to support the daily service. Rehabilitate long term dwell cars to increase availability. Overhaul as required by FTA. •Life cycle increase. •Upgrade old system for maintainability •Improve customer convenience •Air-quality solution - This is an ongoing program with funding to be requested in future budget year	\$35,000,000	\$16,625,000	\$6,930,000	\$3,885,000	\$5,040,000	\$2,520,000	\$0
19	ZAVALAL	2024	2024	SAVED	OPEN	2667	00	Rehab	Antelope Valley Line	Valley	3.67 - 76.63	Worn	High	Track	VALLEY SUBDIVISION TRACK REHABILITATION	Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will include: [20,000ft of Rail; 10,000 Ties; 2 Road Crossings, 2 Turnouts]	\$8,595,000	\$8,595,000	\$0	\$0	\$0	\$0	\$0
20	ZAVALAL	2024	2024	SAVED	OPEN	2668	00	Rehab	Ventura County Line	Ventura - VC County	426.4 - 441.24	Worn	High	Track	VENTURA (VC) SUBDIVISION TRACK REHABILITATION	Ventura Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will include: Rehabilitation work within the limits of the Simi Valley SCORE project that is unfunded due to cost increases for the total project. This project may be offset with an ongoing grant pursuit. If this is funded through a separate grant this project would be reduced down to \$1.5M and would replace 5000 Ties.	\$1,866,000	\$0	\$0	\$0	\$0	\$1,866,000	\$0
21	ZAVALAL	2024	2024	SAVED	OPEN	2669	00	Rehab	Ventura County Line	Ventura - VC County	426.4 - 441.24	Worn	High	Structures	VENTURA (VC) SUBDIVISION STRUCTURES REHABILITATION	Ventura Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Design and Environmental Clearance for up to 3 culverts in Ventura County. Update Bridge load ratings for bridges in Ventura County.	\$856,000	\$0	\$0	\$0	\$0	\$856,000	\$0

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



																		FUNDINGS					
ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
22	ZAVALAL	2024	2024	SAVED	OPEN	2670	00	Rehab	Ventura County Line	Ventura - VC County	426.4 - 441.24	Worn	High	Train Control	VENTURA (VC) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	Ventura (VC) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems SIGNALS: Crossings, 11 upgrade	\$992,000	\$0	\$0	\$0	\$0	\$992,000	\$0
23	ZAVALAL	2024	2024	SAVED	OPEN	2671	00	Rehab	Antelope Valley Line	Valley	3.67 - 76.63	Worn	High	Train Control	VALLEY SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems COMMUNICATIONS: WMS-UPGRADE, AC REHAB, BATTERY REHAB, FIBER - REHAB, RADIO REHAB - PTC/VHF/UHF, CIS REHAB SIGNALS: Five required CP's (EL1A) upgrades and a crossing.	\$4,880,000	\$4,880,000	\$0	\$0	\$0	\$0	\$0
24	HOLMANS	2024	2024	SAVED	OPEN	2676	00	Rehab	ALL	River	0 - 485.20	Worn	High	Track	RIVER SUBDIVISION TRACK REHABILITATION	River Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast	\$2,000,000	\$950,000	\$396,000	\$222,000	\$288,000	\$144,000	\$0
25	HOLMANS	2024	2024	SAVED	OPEN	2677	00	Rehab	ALL	River	0 - 485.20	Worn	High	Train Control	RIVER SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	Specific work will include, but is not limited to: River Sub Train Control Systems Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Positive Train Control (PTC) systems - Signal systems - Crossing systems - Communication systems - Centralized train control systems COMMUNICATIONS: WMS-UPGRADE, AC REHAB, BATTERY REHAB, FIBER - REHAB, RADIO REHAB - PTC/VHF/UHF, CIS REHAB SIGNALS: Upgrading signal/Control points	\$2,100,000	\$997,500	\$415,800	\$233,100	\$302,400	\$151,200	\$0
27	SHAHIDS	2024	2024	SAVED	OPEN	2682	00	Rehab	ALL	All	n/a - n/a	Worn	High	Facilities	CMF Facility Switch Gear and Fire Alarm panel	CMF Facility Switch Gear and Fire Alarm panel	\$1,300,000	\$617,500	\$257,400	\$144,300	\$187,200	\$93,600	\$0
28	SHAHIDS	2024	2024	SAVED	OPEN	2685	00	Rehab	ALL	All	n/a - n/a	Worn	High	Facilities	MOC Restroom Renovation	Renovate restroom in MOC.	\$900,000	\$427,500	\$178,200	\$99,900	\$129,600	\$64,800	\$0
29	SHAHIDS	2024	2024	SAVED	OPEN	2692	00	Rehab	ALL	All	n/a - n/a	Worn	High	Facilities	LAUS main water line replacement	The current piping is old, galvanized waterline with several leaking and rusted sections.	\$250,000	\$118,750	\$49,500	\$27,750	\$36,000	\$18,000	\$0
30	SHAHIDS	2024	2024	SAVED	OPEN	2693	00	Rehab	ALL	All	n/a - n/a	Worn	High	Facilities	Storm Water Oil Separator replacement	•Replace existing Storm Water Oil Separator with new system	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$0
31	CHAKLADARA	2024	2024	SAVED	OPEN	2702	00	Rehab	ALL	All	n/a - n/a	Worn	High	Information Technology	Rehab of Firewalls at 2 Locations	Rehabilitate Firewall Infrastructure at 2 locations. The scope includes replacing end of life Palo Alto Firewalls with Palo Alto Networks Model PA-1410, along with the software for Advanced Threat Protection, Wildfire, Advanced URL Filtering and Global Protect VPN software, and the related accessories such as optical transceivers, and cables. The costs also include cutover services to transition from the existing firewalls to the new firewalls.	\$256,000	\$121,600	\$50,688	\$28,416	\$36,864	\$18,432	\$0
32	SHAHIDS	2024	2024	SAVED	OPEN	2742	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	F125 Loco "Intermediate" Engine Overhaul	• Engine overhaul - 100% replacement About 11 Engine Overhauls per year based on engine use and about \$585,000 per engine overhaul.	\$6,435,000	\$3,056,625	\$1,274,130	\$714,285	\$926,640	\$463,320	\$0
33	SHAHIDS	2024	2024	SAVED	OPEN	2743	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	LDVR & Camera Replacement	Option order to replace camera and LDVR system for • Remaining 37 Rotem cab car, • All 15 MP36 and • All 40 F125.	\$1,700,000	\$807,500	\$336,600	\$188,700	\$244,800	\$122,400	\$0
34	SHAHIDS	2024	2024	SAVED	OPEN	2744	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	MP36 Loco Overhaul	•Engine (both HEP and Main) partial overhaul - replace as needed basis. •HVAC overhaul with R-407c freon replacement •Truck/Suspension overhaul •Exterior repaint •Coupler overhaul •General electrical and pneumatic overhaul.	\$3,600,000	\$1,710,000	\$712,800	\$399,600	\$518,400	\$259,200	\$0
35	HARRISONA	2024	2024	SAVED	OPEN	2802	00	Rehab	ALL	All	n/a - n/a	Worn	Low	Right of Way	Metrolink CAM Expenses for Fiscal 2024	Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at the stations, and modernize plumbing. This amount changes each year.	\$1,675,000	\$795,625	\$331,650	\$185,925	\$241,200	\$120,600	\$0
36	SHAHIDS	2024	2024	SAVED	OPEN	2803	00	Rehab	Ventura County Line	Ventura - VC County	427.39 - 427.39	Worn	High	Train Control	Spring Road Signal Improvement	Wireless Crossing at Spring Road	\$950,000	\$0	\$0	\$0	\$0	\$950,000	\$0
37	SHAHIDS	2024	2024	SAVED	OPEN	2804	00	Rehab	Ventura County Line	Ventura - VC County	n/a - n/a	Worn	High	Structures	Arroyo Simi Bridges	Deck Repairs of Arroyo Simi Bridges	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	\$0

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



																		FUNDINGS							
ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER		
38	SHAHIDS	2024	2024	SAVED	OPEN	2805	00	Rehab	Ventura County Line	Ventura - VC County	n/a - n/a	Worn	High	Train Control	VCTC Signal Rehab	Electric Lock at Moorpark Layover Yard Upgrade existing High water detector and add hotbox and dragging equipment plus remote access capability (cell modem/cradle point/SW) Intermediate Signal & Grade Crossing w/in Intermediate, This signals are in the Arroyo Dr crossing house.	\$1,550,000	\$0	\$0	\$0	\$0	\$1,550,000	\$0		
																		\$129,805,000	\$63,368,722	\$25,543,735	\$13,376,399	\$15,050,752	\$12,465,392	\$0	
PROJECT COUNT																		38							
																		SGR TOTAL	\$129,805,000	\$63,368,722	\$25,543,735	\$13,376,399	\$15,050,752	\$12,465,392	\$0
																		SGR COUNT	38						
																		CAPITAL TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
																		CAPITAL COUNT	0						



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2616.00

PROJECT : ELECTRIC VEHICLES (EV) TO REPLACE CURRENT VEHICLES THAT HAVE REACHED END OF USEFUL LIFE

SCOPE	TYPE: SGR NON-MF
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2 EV vehicle for Safety and 2 EV vehicles for Customer Relations team to replace vehicles that are well beyond useful life and require extensive repairs. Need non-funding sources.

Mile Posts: n/a Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES	RISKS CAUSING PROJECT DELAY
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability	

JUSTIFICATION	RANKING // PROJECT READINESS
The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.	1. Condition of Asset..... Worn 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years
Current Age: 13 Year(s) Standard Lifespan: 10 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$62,500	\$62,500
DESIGN	\$0								
ENVIRONMENTAL	\$0			2025	\$46,875	\$46,875	\$46,875	\$46,875	\$187,500
ROW ACQUISITION	\$0								
MATERIAL	\$223,000			2026	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2027	\$0	\$0	\$0	\$0	
FLAGGING	\$0								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$4,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$0								
CONTINGENCY	\$23,000								
TOTAL	\$250,000								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2618.00

PROJECT : SAN GABRIEL SUBDIVISION TRACK REHABILITATION

SCOPE				TYPE: SGR MF					
San Gabriel Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork Mile Posts: 1.08 - 56.52									
				Division: San Gabriel County: LA / SB Asset Type: Track					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION									
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.									
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$285,000	\$285,000
DESIGN	\$142,000								
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			2025	\$498,750	\$498,750	\$498,750	\$498,750	\$1,995,000
MATERIAL	\$1,710,000								
CONSTRUCTION	\$1,710,000								
SPECIAL RAIL EQUIP	\$0			2026	\$427,500	\$427,500	\$427,500	\$427,500	\$1,710,000
FLAGGING	\$590,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0			2027	\$427,500	\$427,500	\$427,500	\$427,500	\$1,710,000
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$459,000			2028	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$0								
* CONSULTANT	\$570,000								
CONTINGENCY	\$519,000			2029	\$0	\$0	\$0	\$0	
TOTAL	\$5,700,000								
Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%									

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2619.00

PROJECT : VENTURA (LA) SUBDIVISION TRACK REHABILITATION

SCOPE				TYPE: SGR MF					
Ventura (LA County) Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork Mile Posts: 441.24 - 462.39									
				Division: Ventura - LA County County: LA Asset Type: Track					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$158,800	\$158,800
DESIGN	\$90,000			2025	\$277,900	\$277,900	\$277,900	\$277,900	\$1,111,600
ENVIRONMENTAL	\$0			2026	\$238,200	\$238,200	\$238,200	\$238,200	\$952,800
ROW ACQUISITION	\$0			2027	\$238,200	\$238,200	\$238,200	\$238,200	\$952,800
MATERIAL	\$953,000			2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$953,000			2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$318,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$255,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$318,000								
CONTINGENCY	\$289,000								
TOTAL	\$3,176,000								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2621.00

PROJECT : SHORT WAY SUBDIVISION TRACK REHABILITATION

SCOPE TYPE: SGR | MF

Short Way Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

- Rail
 - Ties
 - Crossings
 - Special Trackwork
- Mile Posts: 0.42 - 2.1

Division: SB Shortway County: SB Asset Type: Track

OBJECTIVES RISKS CAUSING PROJECT DELAY

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213

Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$12,750	\$12,750
DESIGN	\$6,000			2025	\$22,312	\$22,312	\$22,312	\$22,314	\$89,250
ENVIRONMENTAL	\$0			2026	\$19,125	\$19,125	\$19,125	\$19,125	\$76,500
ROW ACQUISITION	\$0			2027	\$19,125	\$19,125	\$19,125	\$19,125	\$76,500
MATERIAL	\$78,000			2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$78,000			2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$26,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$18,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$25,000								
CONTINGENCY	\$24,000								
TOTAL	\$255,000								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2622.00

PROJECT : PERRIS VALLEY SUBDIVISION REHABILITATION - CONSTRUCTION PHASE SERVICES - DEFERRED FROM FY23 BUDGET PROCESS

SCOPE	TYPE: SGR MF
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Additional Construction Phase funding for Citrus Retaining Wall & Drainage; Box Springs Drainage
Details: Construction funds from prior years was an estimated cost for construction and changed upon completion of final design.
Design phase and partial Construction phase was funded in FY21 budget:
Adopted last year, FY21, were Project 521910 for \$1.8M Design; Project 521920 for \$2.3M Construction phase services for the area between MP 70.7 and MP 70.9
The first 2 projects to be completed in this area will be at CP Citrus with the extension of an existing retaining wall and at MP 70.85 which will add 4-60" RCP across
Mile Posts: 65 - 85.4
Division: San Jacinto (PVL) County: RV Asset Type: Structures

OBJECTIVES	RISKS CAUSING PROJECT DELAY
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents	

JUSTIFICATION	RANKING // PROJECT READINESS
1	1. Condition of Asset..... Worn 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION
1
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$262,500	\$262,500
DESIGN	\$467,000			2025	\$459,375	\$459,375	\$459,375	\$459,375	\$1,837,500
ENVIRONMENTAL	\$525,000			2026	\$393,750	\$393,750	\$393,750	\$393,750	\$1,575,000
ROW ACQUISITION	\$0			2027	\$393,750	\$393,750	\$393,750	\$393,750	\$1,575,000
MATERIAL	\$0			2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$2,625,000			2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$105,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$420,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$630,000								
CONTINGENCY	\$478,000								
TOTAL	\$5,250,000								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2623.00

PROJECT : VALLEY SUBDIVISION STRUCTURES REHABILITATION

SCOPE				TYPE: SGR MF					
Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Mile Posts: 3.67 - 76.63									
				Division: Valley County: LA Asset Type: Structures					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The need has been identified because the assets have fallen below s State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
AMOUNT		START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING		\$0		2024	\$0	\$0	\$0	\$175,150	\$175
DESIGN		\$300,000							
ENVIRONMENTAL		\$360,000							
ROW ACQUISITION		\$0		2025	\$306,512	\$306,512	\$306,512	\$306,514	\$1,226
MATERIAL		\$0							
CONSTRUCTION		\$1,752,000		2026	\$262,725	\$262,725	\$262,725	\$262,725	\$1,050
SPECIAL RAIL EQUIP		\$0							
FLAGGING		\$71,000							
BUS BRIDGES		\$0		2027	\$262,725	\$262,725	\$262,725	\$262,725	\$1,050
CLOSE OUT		\$0							
DBE/LABOR		\$0		2028	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF		\$281,000		2029	\$0	\$0	\$0	\$0	
* SUPPORT STAFF		\$0							
* CONSULTANT		\$420,000							
Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%									
CONTINGENCY		\$319,000							
TOTAL		\$3,503,000							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2624.00

PROJECT : SAN GABRIEL SUBDIVISION STRUCTURES REHABILITATION

SCOPE				TYPE: SGR MF					
San Gabriel Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Mile Posts: 1.08 - 56.52									
				Division: San Gabriel County: LA / SB Asset Type: Structures					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The need has been identified because the assets have fallen below s State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$64,800	\$64,800
DESIGN	\$115,000			2025	\$113,400	\$113,400	\$113,400	\$113,400	\$453,600
ENVIRONMENTAL	\$130,000			2026	\$97,200	\$97,200	\$97,200	\$97,200	\$388,800
ROW ACQUISITION	\$0			2027	\$97,200	\$97,200	\$97,200	\$97,200	\$388,800
MATERIAL	\$0			2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$648,000			2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$26,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$103,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$156,000								
CONTINGENCY	\$118,000								
TOTAL	\$1,296,000								

Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2625.00

PROJECT : VENTURA (LA) SUBDIVISION STRUCTURES REHABILITATION

SCOPE				TYPE: SGR MF					
Ventura (LA) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Mile Posts: 441.24 - 462.39									
				Division: Ventura - LA County County: LA Asset Type: Structures					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The need has been identified because the assets have fallen below s State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
RISK CREATED BY NON-IMPLEMENTATION If the program is not implemented in full, the remaining work that is beyond the Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TO
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$10,000	\$10
DESIGN	\$16,000			2025	\$17,500	\$17,500	\$17,500	\$17,500	\$70
ENVIRONMENTAL	\$20,000			2026	\$15,000	\$15,000	\$15,000	\$15,000	\$60
ROW ACQUISITION	\$0			2027	\$15,000	\$15,000	\$15,000	\$15,000	\$60
MATERIAL	\$0			2028	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$100,000			2029	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$4,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$17,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$24,000								
CONTINGENCY	\$19,000			Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL	\$200,000								

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2628.00

PROJECT : SAN GABRIEL SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE				TYPE: SGR MF					
"San Gabriel Sub Train Control Systems Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Positive Train Control (PTC) systems - Signal systems - Crossing systems - Communication systems Mile Posts: 1.08 - 56.52									
				Division: San Gabriel County: LA / SB Asset Type: Train Control					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and signal systems, Crossing systems and Communication systems. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 33 Year(s) Standard Lifespan: 20 Year(s)									
BUDGET				CASH FLOW					
AMOUNT START END									
CONTRACT PACKAGING \$0				FY	Q1	Q2	Q3	Q4	TOTAL
DESIGN \$890,000				2024	\$0	\$0	\$0	\$213,750	\$213
ENVIRONMENTAL \$0				2025	\$374,062	\$374,062	\$374,062	\$374,064	\$1,496
ROW ACQUISITION \$0									
MATERIAL \$0									
CONSTRUCTION \$2,138,000									
SPECIAL RAIL EQUIP \$0									
FLAGGING \$0				2026	\$320,625	\$320,625	\$320,625	\$320,625	\$1,282
BUS BRIDGES \$0									
CLOSE OUT \$0									
DBE/LABOR \$0									
PROJECT MANAGEMENT									
* P.M STAFF \$428,000				2027	\$320,625	\$320,625	\$320,625	\$320,625	\$1,282
* SUPPORT STAFF \$0									
* CONSULTANT \$430,000									
CONTINGENCY \$389,000									
TOTAL \$4,275,000									
				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2629.00

PROJECT : VENTURA (LA) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE				TYPE: SGR MF					
"Ventura (LA) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems Mile Posts: 441.24 - 462.39									
				Division: Ventura - LA County County: LA Asset Type: Train Control					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and signal systems, Crossing systems and Communication systems. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 33 Year(s) Standard Lifespan: 20 Year(s)									
BUDGET				CASH FLOW					
AMOUNT START END									
CONTRACT PACKAGING \$0				FY	Q1	Q2	Q3	Q4	TOTAL
DESIGN \$300,000				2024	\$0	\$0	\$0	\$73,850	\$73
ENVIRONMENTAL \$0									
ROW ACQUISITION \$0				2025	\$129,238	\$129,238	\$129,238	\$129,236	\$516
MATERIAL \$0									
CONSTRUCTION \$748,000				2026	\$110,775	\$110,775	\$110,775	\$110,775	\$443
SPECIAL RAIL EQUIP \$0									
FLAGGING \$0									
BUS BRIDGES \$0				2027	\$110,775	\$110,775	\$110,775	\$110,775	\$443
CLOSE OUT \$0									
DBE/LABOR \$0				2028	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF \$146,000				2029	\$0	\$0	\$0	\$0	
* SUPPORT STAFF \$0									
* CONSULTANT \$148,000									
CONTINGENCY \$135,000				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL \$1,477,000									

Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2656.00

PROJECT : ORANGE SUBDIVISION TRACK REHABILITATION

SCOPE				TYPE: SGR MF					
Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork Mile Posts: 165.08 - 207.4									
				Division: Orange County: OC Asset Type: Track					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION									
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.									
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$315,050	\$315
DESIGN	\$150,000								
ENVIRONMENTAL	\$0			2025	\$551,338	\$551,338	\$551,338	\$551,336	\$2,205
ROW ACQUISITION	\$0								
MATERIAL	\$1,891,000			2026	\$472,575	\$472,575	\$472,575	\$472,575	\$1,890
CONSTRUCTION	\$1,891,000								
SPECIAL RAIL EQUIP	\$0			2027	\$472,575	\$472,575	\$472,575	\$472,575	\$1,890
FLAGGING	\$660,000								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$504,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$632,000								
CONTINGENCY	\$573,000								
TOTAL	\$6,301,000								

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2657.00

PROJECT : ORANGE SUBDIVISION STRUCTURES REHABILITATION

SCOPE				TYPE: SGR MF						
Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Mile Posts: 165.08 - 207.4										
				Division: Orange County: OC Asset Type: Structures						
OBJECTIVES				RISKS CAUSING PROJECT DELAY						
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents										
JUSTIFICATION				RANKING // PROJECT READINESS						
Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The need has been identified because the assets have fallen below s State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.				1. Condition of Asset..... Worn 2. System Impact..... High						
RISK CREATED BY NON-IMPLEMENTATION										
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)										
BUDGET				CASH FLOW						
AMOUNT START END										
CONTRACT PACKAGING \$0				FY	Q1	Q2	Q3	Q4	TO	
DESIGN \$170,000				2024	\$0	\$0	\$0	\$105,700	\$105	
ENVIRONMENTAL \$212,000				2025	\$184,975	\$184,975	\$184,975	\$184,975	\$739	
ROW ACQUISITION \$0				2026	\$158,550	\$158,550	\$158,550	\$158,550	\$634	
MATERIAL \$0				2027	\$158,550	\$158,550	\$158,550	\$158,550	\$634	
CONSTRUCTION \$1,057,000				2028	\$0	\$0	\$0	\$0		
SPECIAL RAIL EQUIP \$0				2029	\$0	\$0	\$0	\$0		
FLAGGING \$60,000										
BUS BRIDGES \$0										
CLOSE OUT \$0										
DBE/LABOR \$0										
PROJECT MANAGEMENT										
* P.M STAFF \$168,000										
* SUPPORT STAFF \$0										
* CONSULTANT \$254,000										
CONTINGENCY \$193,000				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%						
TOTAL \$2,114,000										

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2658.00

PROJECT : ORANGE SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE				TYPE: SGR MF					
Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems									
Mile Posts: 165.08 - 207.4				Division: Orange County: OC Asset Type: Train Control					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and signal systems, Crossing systems and Communication systems. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 33 Year(s) Standard Lifespan: 20 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$131,650	\$131,650
DESIGN	\$548,000			2025	\$230,388	\$230,388	\$230,388	\$230,386	\$921,760
ENVIRONMENTAL	\$0			2026	\$197,475	\$197,475	\$197,475	\$197,475	\$789,825
ROW ACQUISITION	\$0			2027	\$197,475	\$197,475	\$197,475	\$197,475	\$789,825
MATERIAL	\$0			2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$1,317,000			2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$264,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$264,000								
CONTINGENCY	\$240,000								
TOTAL	\$2,633,000								

Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2659.00

PROJECT : SYSTEMWIDE TRACK REHABILITATION

SCOPE				TYPE: SGR MF					
Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail Grinding: ongoing systemwide program - Surfacing Program to restore track profiles and cross sections - Infrastructure planning and data collection for condition assessments									
Mile Posts: n/a				Division: All County: ALL Asset Type: Track					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION				RANKING // PROJECT READINESS					
Track rehabilitation is identified by the Metrolink Rehabilitation Plan (MRP) and aligns with the combined track & signals maintenance RFP scope and implementation. Rail Grinding and surfacing addresses "rolling contact fatigue" (RCF) resulting in rail life savings. This work also addresses noise concerns and positively impacts ride quality.									
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$250,000	\$250,000
DESIGN	\$142,000			2025	\$437,500	\$437,500	\$437,500	\$437,500	\$1,750,000
ENVIRONMENTAL	\$0			2026	\$375,000	\$375,000	\$375,000	\$375,000	\$1,500,000
ROW ACQUISITION	\$0			2027	\$375,000	\$375,000	\$375,000	\$375,000	\$1,500,000
MATERIAL	\$1,500,000			2028	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$1,500,000			2029	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$500,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$403,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$500,000								
CONTINGENCY	\$455,000								
TOTAL	\$5,000,000								

Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2660.00

PROJECT : SYSTEMWIDE TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE				TYPE: SGR MF					
Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure a growing backlog. See the justification section for discussion on aged assets and standard life. Train Control Back Office: 1) DOC/MOC Backup Systems 2) Workstations/Laptops Mile Posts: n/a Division: All County: ALL Asset Type: Train Control									
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and Centralized train control systems and equipment. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 7 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
AMOUNT START END				FY Q1 Q2 Q3 Q4 TO					
CONTRACT PACKAGING \$0				2024 \$0 \$0 \$0 \$250,000 \$250					
DESIGN \$1,040,000				2025 \$437,500 \$437,500 \$437,500 \$437,500 \$1,750					
ENVIRONMENTAL \$0				2026 \$375,000 \$375,000 \$375,000 \$375,000 \$1,500					
ROW ACQUISITION \$0				2027 \$375,000 \$375,000 \$375,000 \$375,000 \$1,500					
MATERIAL \$0				2028 \$0 \$0 \$0 \$0					
CONSTRUCTION \$2,500,000				2029 \$0 \$0 \$0 \$0					
SPECIAL RAIL EQUIP \$0									
FLAGGING \$0									
BUS BRIDGES \$0									
CLOSE OUT \$0									
DBE/LABOR \$0									
PROJECT MANAGEMENT									
* P.M STAFF \$505,000									
* SUPPORT STAFF \$0									
* CONSULTANT \$500,000									
CONTINGENCY \$455,000				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL \$5,000,000									

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2661.00

PROJECT : VEHICLES AND MAINTENANCE-OF-WAY (MOW) EQUIPMENT - REPLACEMENT & OVERHAUL

SCOPE				TYPE: SGR MF					
Vehicles and equipment major overhaul and replacement via new acquisition or lease-to-purchase addresses the fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way. Replacement of MOW equipment; Rehabilitation of MOW equipment. Under new Carb regulation, 50% of 2024-2026 model year vehicle purchased by public fleets must be zero emission vehicles (ZEV)									
Mile Posts: n/a				Division: All County: ALL Asset Type: Non-Revenue Fleet					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION									
MOW vehicle and equipment replacement and overhaul identified by the Metrolink Rehabilitation Plan (MRP) includes specialized vehicles and equipment. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRRA staff and industry standards.									
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 24 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$141,000	\$141,000
DESIGN	\$0								
ENVIRONMENTAL	\$0			2025	\$246,750	\$246,750	\$246,750	\$246,750	\$987,000
ROW ACQUISITION	\$0								
MATERIAL	\$1,980,000			2026	\$211,500	\$211,500	\$211,500	\$211,500	\$846,000
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2027	\$211,500	\$211,500	\$211,500	\$211,500	\$846,000
FLAGGING	\$0								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$283,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$300,000								
CONTINGENCY	\$257,000			Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL	\$2,820,000								

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2663.00

PROJECT : ROTEM HVAC OVERHAUL/REBUILD

SCOPE			TYPE: SGR MF					
•Life cycle increase •Remove systemic issue								
Mile Posts: n/a			Division: All County: ALL Asset Type: Rolling Stock					
OBJECTIVES			RISKS CAUSING PROJECT DELAY					
1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents								
JUSTIFICATION			RANKING // PROJECT READINESS					
Systemic design issue identified in OEM HVAC Unit. Benefits are reduction in maintenance cost and increase reliability for added customer comfort. Improved passenger experience.			1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION								
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Ages of particular fleets, Current Age: 34 Year(s) Standard Lifespan: 30 Year(s)								
BUDGET			CASH FLOW					
AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0		2024	\$0	\$0	\$0	\$182,500	\$182,500
DESIGN	\$0							
ENVIRONMENTAL	\$0		2025	\$319,375	\$319,375	\$319,375	\$319,375	\$1,277,500
ROW ACQUISITION	\$0							
MATERIAL	\$2,555,000		2026	\$273,750	\$273,750	\$273,750	\$273,750	\$1,095,000
CONSTRUCTION	\$0							
SPECIAL RAIL EQUIP	\$0		2027	\$273,750	\$273,750	\$273,750	\$273,750	\$1,095,000
FLAGGING	\$0							
BUS BRIDGES	\$0		2028	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0							
DBE/LABOR	\$0		2029	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT								
* P.M STAFF	\$368,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$395,000							
CONTINGENCY	\$332,000		Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL	\$3,650,000							

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2664.00

PROJECT : BOMBARDIER RAILCAR REBUILD

SCOPE TYPE: SGR | MR

Bombardier Railcar Rebuild and rehabilitation addresses the revenue fleet of railcars and cab cars. Lifecycle extension to support the daily service. Rehabilitate long term dwell cars to increase availability. Overhaul as required by FTA.

- Life cycle increase.
 - Upgrade old system for maintainability
 - Improve customer convenience
- Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES RISKS CAUSING PROJECT DELAY

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

Lifecycle extension to support service. Rehabilitation of long-term dwell and accident repair cars. Risk: Reduced production rate - down to 3 cars every 60 days instead of every 40 days.

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Ages of particular
Current Age: 33 Year(s) Standard Lifespan: 30 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOT
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$1,750,000	\$1,750,000
DESIGN	\$0								
ENVIRONMENTAL	\$0			2025	\$3,062,500	\$3,062,500	\$3,062,500	\$3,062,500	\$12,250,000
ROW ACQUISITION	\$0								
MATERIAL	\$24,500,000			2026	\$2,625,000	\$2,625,000	\$2,625,000	\$2,625,000	\$10,500,000
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2027	\$2,625,000	\$2,625,000	\$2,625,000	\$2,625,000	\$10,500,000
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0			2028	\$0	\$0	\$0	\$0	
DBE/LABOR	\$0								
PROJECT MANAGEMENT				2029	\$0	\$0	\$0	\$0	
* P.M STAFF	\$3,518,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$3,800,000								
CONTINGENCY	\$3,182,000								
TOTAL	\$35,000,000								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2667.00

PROJECT : VALLEY SUBDIVISION TRACK REHABILITATION

SCOPE				TYPE: SGR MF					
Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork Mile Posts: 3.67 - 76.63									
				Division: Valley County: LA Asset Type: Track					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION									
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.									
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TO
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$429,750	\$429,750
DESIGN	\$240,000								
ENVIRONMENTAL	\$0			2025	\$752,062	\$752,062	\$752,062	\$752,064	\$3,008
ROW ACQUISITION	\$0								
MATERIAL	\$2,579,000			2026	\$644,625	\$644,625	\$644,625	\$644,625	\$2,578
CONSTRUCTION	\$2,579,000								
SPECIAL RAIL EQUIP	\$0			2027	\$644,625	\$644,625	\$644,625	\$644,625	\$2,578
FLAGGING	\$860,000								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$695,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$860,000								
CONTINGENCY	\$782,000								
TOTAL	\$8,595,000								
Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%									

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2668.00

PROJECT : VENTURA (VC) SUBDIVISION TRACK REHABILITATION

SCOPE				TYPE: SGR MF					
Ventura Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork Mile Posts: 426.4 - 441.24									
				Division: Ventura - VC County County: VN Asset Type: Track					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION									
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.									
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$93,300	\$93,300
DESIGN	\$38,000			2025	\$163,275	\$163,275	\$163,275	\$163,275	\$653,100
ENVIRONMENTAL	\$0			2026	\$139,950	\$139,950	\$139,950	\$139,950	\$559,800
ROW ACQUISITION	\$0			2027	\$139,950	\$139,950	\$139,950	\$139,950	\$559,800
MATERIAL	\$575,000			2028	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$560,000			2029	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$187,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$151,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$185,000								
CONTINGENCY	\$170,000								
TOTAL	\$1,866,000								
				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2669.00

PROJECT : VENTURA (VC) SUBDIVISION STRUCTURES REHABILITATION

SCOPE				TYPE: SGR MF																																																					
Ventura Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Mile Posts: 426.4 - 441.24																																																									
				Division: Ventura - VC County County: VN Asset Type: Structures																																																					
OBJECTIVES				RISKS CAUSING PROJECT DELAY																																																					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High																																																					
JUSTIFICATION																																																									
Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.																																																									
RISK CREATED BY NON-IMPLEMENTATION																																																									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)				<table><tr><th colspan="6">CASH FLOW</th></tr><tr><th>FY</th><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th><th>TO</th></tr><tr><td>2024</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$42,800</td><td>\$42</td></tr><tr><td>2025</td><td>\$74,900</td><td>\$74,900</td><td>\$74,900</td><td>\$74,900</td><td>\$299</td></tr><tr><td>2026</td><td>\$64,200</td><td>\$64,200</td><td>\$64,200</td><td>\$64,200</td><td>\$256</td></tr><tr><td>2027</td><td>\$64,200</td><td>\$64,200</td><td>\$64,200</td><td>\$64,200</td><td>\$256</td></tr><tr><td>2028</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td></td></tr><tr><td>2029</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td></td></tr></table> Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%						CASH FLOW						FY	Q1	Q2	Q3	Q4	TO	2024	\$0	\$0	\$0	\$42,800	\$42	2025	\$74,900	\$74,900	\$74,900	\$74,900	\$299	2026	\$64,200	\$64,200	\$64,200	\$64,200	\$256	2027	\$64,200	\$64,200	\$64,200	\$64,200	\$256	2028	\$0	\$0	\$0	\$0		2029	\$0	\$0	\$0	\$0	
CASH FLOW																																																									
FY	Q1	Q2	Q3							Q4	TO																																														
2024	\$0	\$0	\$0							\$42,800	\$42																																														
2025	\$74,900	\$74,900	\$74,900							\$74,900	\$299																																														
2026	\$64,200	\$64,200	\$64,200							\$64,200	\$256																																														
2027	\$64,200	\$64,200	\$64,200							\$64,200	\$256																																														
2028	\$0	\$0	\$0							\$0																																															
2029	\$0	\$0	\$0							\$0																																															
BUDGET																																																									
AMOUNT	START	END																																																							
CONTRACT PACKAGING	\$0																																																								
DESIGN	\$69,000																																																								
ENVIRONMENTAL	\$85,000																																																								
ROW ACQUISITION	\$0																																																								
MATERIAL	\$0																																																								
CONSTRUCTION	\$428,000																																																								
SPECIAL RAIL EQUIP	\$0																																																								
FLAGGING	\$24,000																																																								
BUS BRIDGES	\$0																																																								
CLOSE OUT	\$0																																																								
DBE/LABOR	\$0																																																								
PROJECT MANAGEMENT																																																									
* P.M STAFF	\$69,000																																																								
* SUPPORT STAFF	\$0																																																								
* CONSULTANT	\$103,000																																																								
CONTINGENCY	\$78,000																																																								
TOTAL	\$856,000																																																								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2670.00

PROJECT : VENTURA (VC) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE				TYPE: SGR MF					
Ventura (VC) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems SIGNALS: Crossings Upgrade Mile Posts: 426.4 - 441.24									
				Division: Ventura - VC County County: VN Asset Type: Train Control					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Signal systems, Crossing systems, Communications systems. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
AMOUNT		START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING		\$0		2024	\$0	\$0	\$0	\$49,600	\$49
DESIGN		\$199,000		2025	\$86,800	\$86,800	\$86,800	\$86,800	\$347
ENVIRONMENTAL		\$0		2026	\$74,400	\$74,400	\$74,400	\$74,400	\$297
ROW ACQUISITION		\$0		2027	\$74,400	\$74,400	\$74,400	\$74,400	\$297
MATERIAL		\$0		2028	\$0	\$0	\$0	\$0	
CONSTRUCTION		\$496,000		2029	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP		\$0							
FLAGGING		\$0							
BUS BRIDGES		\$0							
CLOSE OUT		\$0							
DBE/LABOR		\$0							
PROJECT MANAGEMENT									
* P.M STAFF		\$100,000							
* SUPPORT STAFF		\$0							
* CONSULTANT		\$106,000							
CONTINGENCY		\$91,000		Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL		\$992,000							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

ZAVALAL PROJECT# 2671.00

PROJECT : VALLEY SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE				TYPE: SGR MF																																																					
Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Signal systems - Crossing systems - Communication systems																																																									
Mile Posts: 3.67 - 76.63				Division: Valley County: LA Asset Type: Train Control																																																					
OBJECTIVES				RISKS CAUSING PROJECT DELAY																																																					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High																																																					
JUSTIFICATION																																																									
Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and signal systems, Crossing systems, and Communications systems. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and																																																									
RISK CREATED BY NON-IMPLEMENTATION																																																									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)				<table><tr><th colspan="6">CASH FLOW</th></tr><tr><th>FY</th><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th><th>TOTAL</th></tr><tr><td>2024</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$244,000</td><td>\$244,000</td></tr><tr><td>2025</td><td>\$427,000</td><td>\$427,000</td><td>\$427,000</td><td>\$427,000</td><td>\$1,708,000</td></tr><tr><td>2026</td><td>\$366,000</td><td>\$366,000</td><td>\$366,000</td><td>\$366,000</td><td>\$1,464,000</td></tr><tr><td>2027</td><td>\$366,000</td><td>\$366,000</td><td>\$366,000</td><td>\$366,000</td><td>\$1,464,000</td></tr><tr><td>2028</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td></tr><tr><td>2029</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td></tr></table> Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%						CASH FLOW						FY	Q1	Q2	Q3	Q4	TOTAL	2024	\$0	\$0	\$0	\$244,000	\$244,000	2025	\$427,000	\$427,000	\$427,000	\$427,000	\$1,708,000	2026	\$366,000	\$366,000	\$366,000	\$366,000	\$1,464,000	2027	\$366,000	\$366,000	\$366,000	\$366,000	\$1,464,000	2028	\$0	\$0	\$0	\$0	\$0	2029	\$0	\$0	\$0	\$0	\$0
CASH FLOW																																																									
FY	Q1	Q2	Q3							Q4	TOTAL																																														
2024	\$0	\$0	\$0							\$244,000	\$244,000																																														
2025	\$427,000	\$427,000	\$427,000							\$427,000	\$1,708,000																																														
2026	\$366,000	\$366,000	\$366,000							\$366,000	\$1,464,000																																														
2027	\$366,000	\$366,000	\$366,000							\$366,000	\$1,464,000																																														
2028	\$0	\$0	\$0							\$0	\$0																																														
2029	\$0	\$0	\$0							\$0	\$0																																														
BUDGET																																																									
AMOUNT	START	END																																																							
CONTRACT PACKAGING	\$0																																																								
DESIGN	\$976,000																																																								
ENVIRONMENTAL	\$0																																																								
ROW ACQUISITION	\$0																																																								
MATERIAL	\$0																																																								
CONSTRUCTION	\$2,480,000																																																								
SPECIAL RAIL EQUIP	\$0																																																								
FLAGGING	\$0																																																								
BUS BRIDGES	\$0																																																								
CLOSE OUT	\$0																																																								
DBE/LABOR	\$0																																																								
PROJECT MANAGEMENT																																																									
* P.M STAFF	\$490,000																																																								
* SUPPORT STAFF	\$0																																																								
* CONSULTANT	\$490,000																																																								
CONTINGENCY	\$444,000																																																								
TOTAL	\$4,880,000																																																								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2676.00

PROJECT : RIVER SUBDIVISION TRACK REHABILITATION

SCOPE				TYPE: SGR MF					
River Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork Mile Posts: 0 - 485.20									
				Division: River County: ALL Asset Type: Track					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION									
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.									
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$100,000	\$100,000
DESIGN	\$40,000								
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			2025	\$175,000	\$175,000	\$175,000	\$175,000	\$700,000
MATERIAL	\$600,000								
CONSTRUCTION	\$600,000								
SPECIAL RAIL EQUIP	\$0			2026	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
FLAGGING	\$200,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$0			2027	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$161,000			2028	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$0								
* CONSULTANT	\$217,000								
CONTINGENCY	\$182,000			2029	\$0	\$0	\$0	\$0	
TOTAL	\$2,000,000								
Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%									

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HOLMANS PROJECT# 2677.00

PROJECT : RIVER SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE				TYPE: SGR MF					
River Sub Train Control Systems Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Positive Train Control (PTC) systems - Signal systems - Crossing systems - Communication systems Mile Posts: 0 - 485.20									
				Division: River County: ALL Asset Type: Train Control					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
AMOUNT		START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING		\$0		2024	\$0	\$0	\$0	\$105,000	\$105,000
DESIGN		\$420,000		2025	\$183,750	\$183,750	\$183,750	\$183,750	\$735,000
ENVIRONMENTAL		\$0		2026	\$157,500	\$157,500	\$157,500	\$157,500	\$630,000
ROW ACQUISITION		\$0		2027	\$157,500	\$157,500	\$157,500	\$157,500	\$630,000
MATERIAL		\$0		2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION		\$1,050,000		2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP		\$0							
FLAGGING		\$0							
BUS BRIDGES		\$0							
CLOSE OUT		\$0							
DBE/LABOR		\$0							
PROJECT MANAGEMENT									
* P.M STAFF		\$210,000							
* SUPPORT STAFF		\$0							
* CONSULTANT		\$229,000							
CONTINGENCY		\$191,000							
TOTAL		\$2,100,000							

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2682.00

PROJECT : CMF FACILITY SWITCH GEAR AND FIRE ALARM PANEL

SCOPE				TYPE: SGR MF					
CMF Facility Switch Gear and Fire Alarm panel									
Mile Posts: n/a				Division: All County: ALL Asset Type: Facilities					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents				1. Condition of Asset..... Worn 2. System Impact..... High					
JUSTIFICATION									
Rehab the safety critical components of switch gear and fire alarm system in CMF									
RISK CREATED BY NON-IMPLEMENTATION									
Fire alarm system is over 30 years old with obsolete part that no longer are supported. Last time failure of a component caused CMF to be on a fire watch for two weeks. Current Age: 31 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$65,000	\$65,000
DESIGN	\$140,000								
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
MATERIAL	\$0			2025	\$113,750	\$113,750	\$113,750	\$113,750	\$455,000
CONSTRUCTION	\$780,000								
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2027	\$97,500	\$97,500	\$97,500	\$97,500	\$390,000
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$131,000			2028	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$0								
* CONSULTANT	\$130,000								
CONTINGENCY	\$119,000								
TOTAL	\$1,300,000			2029	\$0	\$0	\$0	\$0	
Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%									

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2685.00

PROJECT : MOC RESTROOM RENOVATION

SCOPE				TYPE: SGR MF					
Renovate restroom in MOC.									
Mile Posts: n/a				Division: All County: ALL Asset Type: Facilities					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Restrooms need both cosmetic and functional repairs. Nature of repairs are significant involving heavy re-work of existing facilities.				1. Condition of Asset..... Worn 2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
Every year we spend many hours clearing sewer lines at MOC due to condition.									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
AMOUNT	START	END		FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$45,000	\$45,000
DESIGN	\$90,000			2025	\$78,750	\$78,750	\$78,750	\$78,750	\$315,000
ENVIRONMENTAL	\$0			2026	\$67,500	\$67,500	\$67,500	\$67,500	\$270,000
ROW ACQUISITION	\$0			2027	\$67,500	\$67,500	\$67,500	\$67,500	\$270,000
MATERIAL	\$0			2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$540,000			2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$90,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$98,000								
CONTINGENCY	\$82,000								
TOTAL	\$900,000								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2692.00

PROJECT : LAUS MAIN WATER LINE REPLACEMENT

SCOPE				TYPE: SGR MF					
The current piping is old, galvanized waterline with several leaking and rusted sections.									
Mile Posts: n/a				Division: All County: ALL Asset Type: Facilities					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair									
2. (Goal 4: Retain and Grow Ridership) Improve service reliability									
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost									
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
The current infrastructure is an old, galvanized pipe with several leaks and many pitted and rusted section.				1. Condition of Asset..... Worn					
				2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$12,500	\$12,500
DESIGN	\$26,000								
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			2025	\$21,875	\$21,875	\$21,875	\$21,875	\$87,500
MATERIAL	\$0								
CONSTRUCTION	\$150,000								
SPECIAL RAIL EQUIP	\$0			2026	\$18,750	\$18,750	\$18,750	\$18,750	\$75,000
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0			2027	\$18,750	\$18,750	\$18,750	\$18,750	\$75,000
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$25,000			2028	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$0								
* CONSULTANT	\$26,000								
CONTINGENCY	\$23,000			2029	\$0	\$0	\$0	\$0	
TOTAL	\$250,000								
					Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%				

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2693.00

PROJECT : STORM WATER OIL SEPARATOR REPLACEMENT

SCOPE				TYPE: SGR MF											
•Replace existing Storm Water Oil Separator with new system															
Mile Posts: n/a				Division: All County: ALL Asset Type: Facilities											
OBJECTIVES				RISKS CAUSING PROJECT DELAY											
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents															
JUSTIFICATION										RANKING // PROJECT READINESS					
Oil Water separator is reaching end of its life and need replacement for maintaining reliable functionality.															
RISK CREATED BY NON-IMPLEMENTATION															
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.															
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)															
BUDGET				CASH FLOW											
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL						
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$50,000	\$50,000						
DESIGN	\$100,000														
ENVIRONMENTAL	\$0														
ROW ACQUISITION	\$0			2025	\$87,500	\$87,500	\$87,500	\$87,500	\$350,000						
MATERIAL	\$0														
CONSTRUCTION	\$600,000														
SPECIAL RAIL EQUIP	\$0			2026	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000						
FLAGGING	\$0														
BUS BRIDGES	\$0														
CLOSE OUT	\$0			2027	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000						
DBE/LABOR	\$0														
PROJECT MANAGEMENT															
* P.M STAFF	\$99,000			2028	\$0	\$0	\$0	\$0							
* SUPPORT STAFF	\$0														
* CONSULTANT	\$110,000														
CONTINGENCY	\$91,000			2029	\$0	\$0	\$0	\$0							
TOTAL	\$1,000,000														
					Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%										

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

CHAKLADARA PROJECT# 2702.00

PROJECT : REHAB OF FIREWALLS AT 2 LOCATIONS

SCOPE				TYPE: SGR MF					
Rehabilitate Firewall Infrastructure at 2 locations. The scope includes replacing end of life Palo Alto Firewalls with Palo Alto Networks Model PA-1410, along with the software for Advanced Threat Protection, Wildfire, Advanced URL Filtering and Global Protect VPN software, and the related accessories such as optical transceiver and cables. The costs also include cutover services to transition from the existing firewalls to the new firewalls.									
Mile Posts: n/a				Division: All County: ALL Asset Type: Information Technology					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 3. (Goal 4: Retain and Grow Ridership) Increase system utilization				1. Condition of Asset..... Worn 2. System Impact..... High The Firewalls are critical to protecting the other infrastructure assets from a cyberattack. If compromised, the agency could lose access and use to several systems, tarnish its reputation, and/or impair its business.					
JUSTIFICATION									
The Palo Alto Firewalls at 2 locations are over 4 years old and are nearing their end of life and will no longer be supported by the vendor. New, upgraded firewalls with better cybersecurity threat protection, URL filtering and more secure VPN software is needed to maintain the state of good repair for these assets.									
RISK CREATED BY NON-IMPLEMENTATION									
Firewalls are the first line of defense from cyberattacks. They guard the perimeters of the agency and prevent hackers from launching cyberattacks and compromising the									
Current Age: 5 Year(s) Standard Lifespan: 5 Year(s)									
BUDGET				CASH FLOW					
AMOUNT		START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING		\$0		2024	\$0	\$0	\$0	\$12,800	\$12,800
DESIGN		\$0							
ENVIRONMENTAL		\$0		2025	\$22,400	\$22,400	\$22,400	\$22,400	\$89,600
ROW ACQUISITION		\$0							
MATERIAL		\$185,000		2026	\$19,200	\$19,200	\$19,200	\$19,200	\$76,800
CONSTRUCTION		\$0							
SPECIAL RAIL EQUIP		\$0		2027	\$19,200	\$19,200	\$19,200	\$19,200	\$76,800
FLAGGING		\$0							
BUS BRIDGES		\$0		2028	\$0	\$0	\$0	\$0	\$0
CLOSE OUT		\$26,000							
DBE/LABOR		\$0		2029	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF		\$14,000							
* SUPPORT STAFF		\$7,000							
* CONSULTANT		\$0							
CONTINGENCY		\$24,000							
TOTAL		\$256,000							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2742.00

PROJECT : F125 LOCO "INTERMEDIATE" ENGINE OVERHAUL

SCOPE				TYPE: SGR MF					
<div>• Engine overhaul - 100% replacement</div> <div>About 11 Engine Overhauls per year based on engine use and about \$585,000 per engine overhaul.</div> <div>Mile Posts: n/a</div> <div>Division: All County: ALL Asset Type: Rolling Stock</div>									
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
<div>1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</div> <div>2. (Goal 4: Retain and Grow Ridership) Improve service reliability</div> <div>3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</div>									
JUSTIFICATION				RANKING // PROJECT READINESS					
<div>To maintain Tier 4 emissions ""intermediate"" engine overhaul is required at approx. 4 years of service. About 11 Engine Overhauls per year based on engine use and about \$585,000 per engine overhaul.</div>				<div>1. Condition of Asset..... Worn</div> <div>2. System Impact..... High</div>					
RISK CREATED BY NON-IMPLEMENTATION									
<div>If engines aren't overhauled, there could be a risk to service and warranty.</div> <div>Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)</div>									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$321,750	\$321,750
DESIGN	\$0								
ENVIRONMENTAL	\$0			2025	\$563,062	\$563,062	\$563,062	\$563,064	\$2,252,250
ROW ACQUISITION	\$0								
MATERIAL	\$4,950,000			2026	\$482,625	\$482,625	\$482,625	\$482,625	\$1,930,250
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2027	\$482,625	\$482,625	\$482,625	\$482,625	\$1,930,250
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0			2028	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$495,000			2029	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$0								
* CONSULTANT	\$405,000								
CONTINGENCY	\$585,000								
TOTAL	\$6,435,000								

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRRA Preliminary Budget Request for Fiscal Year 2023/2024)

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2743.00

PROJECT : LDVR & CAMERA REPLACEMENT

SCOPE				TYPE: SGR MF					
Option order to replace camera and LDVR system for									
• Remaining 37 Rotem cab car,									
• All 15 MP36 and									
• All 40 F125.									
Mile Posts: n/a				Division: All County: ALL Asset Type: Rolling Stock					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost				1. Condition of Asset..... Worn 2. System Impact..... High					
2. (Goal 4: Retain and Grow Ridership) Improve service reliability									
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
Current camera & LDVR is getting obsolete. New components are required to continue meeting the railroad regulation.									
RISK CREATED BY NON-IMPLEMENTATION									
Will not meet Railroad regulation									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$85,000	\$85,000
DESIGN	\$0								
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			2025	\$148,750	\$148,750	\$148,750	\$148,750	\$595,000
MATERIAL	\$1,190,000								
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2026	\$127,500	\$127,500	\$127,500	\$127,500	\$510,000
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0			2027	\$127,500	\$127,500	\$127,500	\$127,500	\$510,000
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$171,000			2028	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$0								
* CONSULTANT	\$184,000								
CONTINGENCY	\$155,000			2029	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,700,000								
				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2744.00

PROJECT : MP36 LOCO OVERHAUL

SCOPE				TYPE: SGR MF											
<div>•Engine (both HEP and Main) partial overhaul - replace as needed basis.</div> <div>•HVAC overhaul with R-407c freon replacement</div> <div>•Truck/Suspension overhaul</div> <div>•Exterior repaint</div> <div>•Coupler overhaul</div> <div>Mile Posts: n/a</div>				Division: All County: ALL Asset Type: Rolling Stock											
OBJECTIVES				RISKS CAUSING PROJECT DELAY											
<div>1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</div> <div>2. (Goal 4: Retain and Grow Ridership) Improve service reliability</div> <div>3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</div>				<div></div>											
JUSTIFICATION										RANKING // PROJECT READINESS					
This overhaul of legacy fleet is needed for bridging time to purchase new locomotives.															
RISK CREATED BY NON-IMPLEMENTATION				<div></div>											
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)															
BUDGET				CASH FLOW											
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL						
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$180,000	\$180,000						
DESIGN	\$0														
ENVIRONMENTAL	\$0														
ROW ACQUISITION	\$0			2025	\$315,000	\$315,000	\$315,000	\$315,000	\$1,260,000						
MATERIAL	\$2,520,000														
CONSTRUCTION	\$0														
SPECIAL RAIL EQUIP	\$0			2026	\$270,000	\$270,000	\$270,000	\$270,000	\$1,080,000						
FLAGGING	\$0														
BUS BRIDGES	\$0														
CLOSE OUT	\$0			2027	\$270,000	\$270,000	\$270,000	\$270,000	\$1,080,000						
DBE/LABOR	\$0														
PROJECT MANAGEMENT															
* P.M STAFF	\$362,000			2028	\$0	\$0	\$0	\$0							
* SUPPORT STAFF	\$0														
* CONSULTANT	\$390,000														
CONTINGENCY	\$328,000			2029	\$0	\$0	\$0	\$0							
TOTAL	\$3,600,000														
					Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%										

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

HARRISONA PROJECT# 2802.00

PROJECT : METROLINK CAM EXPENSES FOR FISCAL 2024

SCOPE TYPE: SGR | MF

Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at the stations, and modernize plumbing.
This amount changes each year.

Mile Posts: n/a

Division: All County: LA Asset Type: Right of Way

OBJECTIVES RISKS CAUSING PROJECT DELAY

1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
2. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue
3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

JUSTIFICATION RANKING // PROJECT READINESS

Short pay CAM expenses from FY 2019 to current -Pay current station share of rehab costs for the use of Union Station.

1. Condition of Asset..... Worn
2. System Impact..... Average
1. Condition of Asset..... Worn 2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Failure to implement improvements can lead to lead station vulnerability, additional costs in utilities and subcontractor

Current Age: 33 Year(s) Standard Lifespan: 20 Year(s)

Additional support document was submitted

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TO
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$1,675,000	\$1,675
DESIGN	\$0								
ENVIRONMENTAL	\$0			2025	\$0	\$0	\$0	\$0	
ROW ACQUISITION	\$0								
MATERIAL	\$0			2026	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2027	\$0	\$0	\$0	\$0	
FLAGGING	\$0								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$1,675,000								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$0								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$0								
CONTINGENCY	\$0								
TOTAL	\$1,675,000								

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2803.00

PROJECT : SPRING ROAD SIGNAL IMPROVEMENT

SCOPE				TYPE: REHAB MF					
Wireless Crossing at Spring Road									
Mile Posts: 427.39 - 427.39				Division: Ventura - VC County County: VN Asset Type: Train Control					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair									
2. (Goal 4: Retain and Grow Ridership) Improve service reliability									
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost									
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
				1. Condition of Asset..... Worn					
				2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$47,500	\$47
DESIGN	\$95,000								
ENVIRONMENTAL	\$0			2025	\$83,125	\$83,125	\$83,125	\$83,125	\$332
ROW ACQUISITION	\$0								
MATERIAL	\$285,000			2026	\$71,250	\$71,250	\$71,250	\$71,250	\$285
CONSTRUCTION	\$285,000								
SPECIAL RAIL EQUIP	\$0			2027	\$71,250	\$71,250	\$71,250	\$71,250	\$285
FLAGGING	\$0								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$95,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$95,000								
Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%									
CONTINGENCY	\$95,000								
TOTAL	\$950,000								

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2804.00

PROJECT : ARROYO SIMI BRIDGES

SCOPE				TYPE: REHAB MF					
Deck Repairs of Arroyo Simi Bridges									
Mile Posts: n/a				Division: Ventura - VC County County: VN Asset Type: Structures					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair									
2. (Goal 4: Retain and Grow Ridership) Improve service reliability									
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost									
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
				1. Condition of Asset..... Worn					
				2. System Impact..... High					
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$50,000	\$50
DESIGN	\$100,000								
ENVIRONMENTAL	\$0			2025	\$87,500	\$87,500	\$87,500	\$87,500	\$350
ROW ACQUISITION	\$0								
MATERIAL	\$300,000			2026	\$75,000	\$75,000	\$75,000	\$75,000	\$300
CONSTRUCTION	\$300,000								
SPECIAL RAIL EQUIP	\$0			2027	\$75,000	\$75,000	\$75,000	\$75,000	\$300
FLAGGING	\$9,000								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$100,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$100,000								
Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%									
CONTINGENCY	\$91,000								
TOTAL	\$1,000,000								

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for



PROJECT PROPOSAL

19.f

SHAHIDS PROJECT# 2805.00

PROJECT : VCTC SIGNAL REHAB

SCOPE			TYPE: REHAB MF						
Electric Lock at Moorpark Layover Yard Upgrade existing High water detector and add hotbox and dragging equipment plus remote access capability (cell modem/cradle point/SW) Intermediate Signal & Grade Crossing w/in Intermediate, This signals are in the Arroyo Dr crossing house. Mile Posts: n/a <div>Division: Ventura - VC County County: VN Asset Type: Train Control</div>									
OBJECTIVES			RISKS CAUSING PROJECT DELAY						
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION			RANKING // PROJECT READINESS						
			1. Condition of Asset..... Worn 2. System Impact..... High						
RISK CREATED BY NON-IMPLEMENTATION									
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET			CASH FLOW						
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$77,500	\$77
DESIGN	\$155,000								
ENVIRONMENTAL	\$0			2025	\$135,625	\$135,625	\$135,625	\$135,625	\$542
ROW ACQUISITION	\$0								
MATERIAL	\$465,000			2026	\$116,250	\$116,250	\$116,250	\$116,250	\$465
CONSTRUCTION	\$465,000								
SPECIAL RAIL EQUIP	\$0			2027	\$116,250	\$116,250	\$116,250	\$116,250	\$465
FLAGGING	\$1,000								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$155,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$155,000								
CONTINGENCY	\$154,000			Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%					
TOTAL	\$1,550,000								

Attachment: Attachment F - State of Good Repair Program Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for

																		FUNDINGS					
ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
1	HOLMANS	2023	2024	SAVED	OPEN	2599	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Rolling Stock	SMART MAINTENANCE - PHASE II	•Wireless network infra-structure to all passenger cars •Wireless connection to primary onboard system. •Equip all passenger onboard system with wireless hub.	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
2	HOLMANS	2024	2024	SAVED	OPEN	2665	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Rolling Stock	New Tier4 Locomotive Procurement	•Procure Tier 4 locomotive in 8 qty (10% Member Agencies Matching Funds commitments).	\$4,900,000	\$2,327,500	\$970,200	\$543,900	\$705,600	\$352,800	\$0
3	SHAHIDS	2024	2024	SAVED	OPEN	2694	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Rolling Stock	Communication System Overhaul Phase I	•Add interior side destination panels. •Add DC/DC isolation power supply to protect the logic board in comm system.	\$550,000	\$261,250	\$108,900	\$61,050	\$79,200	\$39,600	\$0
4	SHAHIDS	2024	2024	SAVED	OPEN	2695	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Rolling Stock	Passenger Car Luggage Rack	•Luggage rack for 137 Rotem cars •Luggage rack for 71 Bombardier cars	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
5	SHAHIDS	2024	2024	SAVED	OPEN	2696	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Rolling Stock	Passenger Cabin CCTV	• 10 cameras in all passenger cars • Video file storage • Wireless network connection from the existing car cell modem installed by Smart Maintenance program.	\$3,256,000	\$1,546,600	\$644,688	\$361,416	\$468,864	\$234,432	\$0
6	SHAHIDS	2024	2024	SAVED	OPEN	2722	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Non-Revenue Fleet	SPECIALIZED MAINTENANCE EQUIPMENT, PHASE 2	Second phase of specialized maintenance equipment multi-year procurement. Equipment is used to support specialized track maintenance, rehabilitation and third party construction projects. The specialized equipment and costs include the following: Jackson Production Tamper = \$1,770,000 Dynamic Track Stabilizer = \$2,357,000 Ballast Regulator = \$540,000	\$5,585,000	\$2,652,875	\$1,105,830	\$619,935	\$804,240	\$402,120	\$0
8	SHAHIDS	2024	2024	SAVED	OPEN	2746	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Facilities	EV Infrastructure	•Develop necessary drawings for charging infrastructure, obtain permits and utility rebate applications.	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
9	SHAHIDS	2024	2024	SAVED	OPEN	2762	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Business Systems	PMIS IT project support	IT Support for the Project Management Information System. This includes services for an Application Administrator for PMIS to ensure the proper oversight and support for the project. Also, to provide the required licenses for 1 year during the project implementation phase.	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$0
10	CHAKLADARA	2024	2024	SAVED	OPEN	2782	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Business Systems	Document Management System (DMS)	Procurement of a Document Management System (DMS) to allow staff and agency contractors to store and retrieve documents, images, drawings, contracts etc. This system has been prioritized by the XLT for the last year.	\$464,000	\$220,400	\$91,872	\$51,504	\$66,816	\$33,408	\$0
TOTAL																	\$20,255,000	\$9,621,125	\$4,010,490	\$2,248,305	\$2,916,720	\$1,458,360	\$0
PROJECT COUNT																	9						
REHAB TOTAL																	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REHAB COUNT																	0						
CAPITAL TOTAL																	\$20,255,000	\$9,621,125	\$4,010,490	\$2,248,305	\$2,916,720	\$1,458,360	\$0
CAPITAL COUNT																	9						

List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

HOLMANS PROJECT# 2599.00

PROJECT : SMART MAINTENANCE - PHASE II

SCOPE				TYPE: CAPITAL NON-MF					
<ul style="list-style-type: none">•Wireless network infra-structure to all passenger cars•Wireless connection to primary onboard system.•Equip all passenger onboard system with wireless hub. <p>Mile Posts: n/a</p>				Division: All County: ALL Asset Type: Rolling Stock					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership 2. (Goal 4: Retain and Grow Ridership) Improve service reliability									
JUSTIFICATION				RANKING // PROJECT READINESS					
Wireless network infrastructure in passenger cars to accommodate future ethernet network equipped onboard system such as CCTV, DVR, Broadcasting TV, HVAC.				1. System Reliability..... High 2. Ridership Increase..... Average 3. Capacity Improvements..... Low 4. Safety & Security..... High 5. Environmental..... Low					
RISK CREATED BY NON-IMPLEMENTATION									
Risk involved in non-implementation is that the maintenance would stay in relative low efficiency with local capability, compared to the remote/wireless capability that is available everywhere. Current Age: New Standard Lifespan: 8 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$75,000	\$75
DESIGN	\$0			2025	\$131,250	\$131,250	\$131,250	\$131,250	\$525
ENVIRONMENTAL	\$0			2026	\$112,500	\$112,500	\$112,500	\$112,500	\$450
ROW ACQUISITION	\$0			2027	\$112,500	\$112,500	\$112,500	\$112,500	\$450
MATERIAL	\$1,062,000			2028	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$0			2029	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$151,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$150,000								
CONTINGENCY	\$137,000								
TOTAL	\$1,500,000								
				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

HOLMANS PROJECT# 2665.00

PROJECT : NEW TIER4 LOCOMOTIVE PROCUREMENT

SCOPE TYPE: CAPITAL | NON-MF

•Procure Tier 4 locomotive in 8 qty (10% Member Agencies Matching Funds commitments).

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES RISKS CAUSING PROJECT DELAY

1. (Goal 4: Retain and Grow Ridership) Improve service reliability

JUSTIFICATION RANKING // PROJECT READINESS

Emission reduction for environment cleanness and possible upcoming legal operating penalty (for non-Tier 4 operation). Additional benefit is legacy unit locomotive replacement.

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... Average
4. Safety & Security..... High
5. Environmental..... High

RISK CREATED BY NON-IMPLEMENTATION

possible upcoming legal operating penalty (for non-Tier 4 operation). Opportunity to avail Grant Match

Current Age: 12 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$245,000	\$245,000
DESIGN	\$0			2025	\$428,750	\$428,750	\$428,750	\$428,750	\$1,715,000
ENVIRONMENTAL	\$0			2026	\$367,500	\$367,500	\$367,500	\$367,500	\$1,470,000
ROW ACQUISITION	\$0			2027	\$367,500	\$367,500	\$367,500	\$367,500	\$1,470,000
MATERIAL	\$3,472,000			2028	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0			2029	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$490,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$492,000								
CONTINGENCY	\$446,000								
TOTAL	\$4,900,000								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

SHAHIDS PROJECT# 2694.00

PROJECT : COMMUNICATION SYSTEM OVERHAUL PHASE I

SCOPE

TYPE: CAPITAL | NON-MF

- Add interior side destination panels.
- Add DC/DC isolation power supply to protect the logic board in comm system.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
2. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Customer convenience

- There is currently no destination sign interior of the car.
- The interior sign will give passengers information of next station or current location information.

RISK CREATED BY NON-IMPLEMENTATION

Risk involved in non-implementation is that the maintenance would stay in relative low efficiency with local capability, compared to the remote/wireless capability that is available everywhere.

Current Age: New Standard Lifespan: 0 Year(s)

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... Low
4. Safety & Security..... High
5. Environmental..... Low

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$0		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$385,000		
CONSTRUCTION	\$0		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$0		
DBE/LABOR	\$0		
PROJECT MANAGEMENT			
* P.M STAFF	\$55,000		
* SUPPORT STAFF	\$0		
* CONSULTANT	\$60,000		
CONTINGENCY	\$50,000		
TOTAL	\$550,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2024	\$0	\$0	\$0	\$27,500	\$27,500
2025	\$48,125	\$48,125	\$48,125	\$48,125	\$192,500
2026	\$41,250	\$41,250	\$41,250	\$41,250	\$165,000
2027	\$41,250	\$41,250	\$41,250	\$41,250	\$165,000
2028	\$0	\$0	\$0	\$0	\$0
2029	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

SHAHIDS PROJECT# 2695.00

PROJECT : PASSENGER CAR LUGGAGE RACK

SCOPE				TYPE: CAPITAL NON-MF					
<div>•Luggage rack for 137 Rotem cars</div> <div>•Luggage rack for 71 Bombardier cars</div>									
Mile Posts: n/a				Division: All County: ALL Asset Type: Rolling Stock					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
<div>1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership</div> <div>2. (Goal 4: Retain and Grow Ridership) Improve service reliability</div>									
JUSTIFICATION				RANKING // PROJECT READINESS					
Board requested luggage rack in the passenger car to provide convenience to passengers who use Metrolink service for Ontario airport. The connecting line between Ontario and RCC is scheduled to be available by Fall 2024.				<div>1. System Reliability..... High</div> <div>2. Ridership Increase..... Average</div> <div>3. Capacity Improvements..... Low</div>					
RISK CREATED BY NON-IMPLEMENTATION				<div>4. Safety & Security..... High</div> <div>5. Environmental..... Low</div>					
Risk involved in non-implementation is that the maintenance would stay in relative low efficiency with local capability, compared to the remote/wireless capability that is available everywhere. Current Age: New Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$75,000	\$75
DESIGN	\$0								
ENVIRONMENTAL	\$0			2025	\$131,250	\$131,250	\$131,250	\$131,250	\$525
ROW ACQUISITION	\$0								
MATERIAL	\$1,050,000			2026	\$112,500	\$112,500	\$112,500	\$112,500	\$450
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2027	\$112,500	\$112,500	\$112,500	\$112,500	\$450
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0			2028	\$0	\$0	\$0	\$0	
DBE/LABOR	\$0								
PROJECT MANAGEMENT				2029	\$0	\$0	\$0	\$0	
* P.M STAFF	\$151,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$162,000								
CONTINGENCY	\$137,000			Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL	\$1,500,000								

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

SHAHIDS PROJECT# 2696.00

PROJECT : PASSENGER CABIN CCTV

SCOPE				TYPE: CAPITAL NON-MF					
<ul style="list-style-type: none">10 cameras in all passenger carsVideo file storageWireless network connection from the existing car cell modem installed by Smart Maintenance program. <p>Mile Posts: n/a</p>				Division: All County: ALL Asset Type: Rolling Stock					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
<p>1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership</p> <p>2. (Goal 4: Retain and Grow Ridership) Improve service reliability</p>									
JUSTIFICATION				RANKING // PROJECT READINESS					
<p>Added security for passengers in Metrolink service. This budgetary request would outfit 2 five-car train sets. This is a proof-of-concept effort.</p>				<p>1. System Reliability..... High</p> <p>2. Ridership Increase..... Average</p> <p>3. Capacity Improvements..... Low</p> <p>4. Safety & Security..... High</p> <p>5. Environmental..... Low</p>					
RISK CREATED BY NON-IMPLEMENTATION									
<p>Risk involved in non-implementation is that the maintenance would stay in relative low efficiency with local capability, compared to the remote/wireless capability that is available everywhere.</p> <p>Current Age: New Standard Lifespan: 0 Year(s)</p>									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$162,800	\$162,800
DESIGN	\$0								
ENVIRONMENTAL	\$0			2025	\$284,900	\$284,900	\$284,900	\$284,900	\$1,139,600
ROW ACQUISITION	\$0								
MATERIAL	\$2,280,000			2026	\$244,200	\$244,200	\$244,200	\$244,200	\$976,800
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2027	\$244,200	\$244,200	\$244,200	\$244,200	\$976,800
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0			2028	\$0	\$0	\$0	\$0	\$0
DBE/LABOR	\$0								
PROJECT MANAGEMENT				2029	\$0	\$0	\$0	\$0	\$0
* P.M STAFF	\$326,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$354,000								
CONTINGENCY	\$296,000								
TOTAL	\$3,256,000								
				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

SHAHIDS PROJECT# 2722.00

PROJECT : SPECIALIZED MAINTENANCE EQUIPMENT, PHASE 2

SCOPE

TYPE: CAPITAL | MF

Second phase of specialized maintenance equipment multi-year procurement. Equipment is used to support specialized track maintenance, rehabilitation and third party construction projects. The specialized equipment and costs include the following:
Jackson Production Tamper = \$1,770,000
Dynamic Track Stabilizer = \$2,357,000
Ballast Regulator = \$540,000
Mile Posts: n/a

Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Capital purchase of MOW specialized support equipment to support the railroad.

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... High
3. Capacity Improvements..... High

4. Safety & Security..... High
5. Environmental..... High

RISK CREATED BY NON-IMPLEMENTATION

Groups of existing MOW vehicles and equipment are in immediate need of rehabilitation but cannot be taken out of service due to needs across the entire SCRRRA territory. It is recommended to strategically purchase new vehicles and equipment to Current Age: New Standard Lifespan: 15 Year(s)

BUDGET

AMOUNT START END

CONTRACT PACKAGING \$0

DESIGN \$0

ENVIRONMENTAL \$0

ROW ACQUISITION \$0

MATERIAL \$0

CONSTRUCTION \$0

SPECIAL RAIL EQUIP \$4,667,000

FLAGGING \$0

BUS BRIDGES \$0

CLOSE OUT \$0

DBE/LABOR \$250,000

PROJECT MANAGEMENT

* P.M STAFF \$100,000

* SUPPORT STAFF \$60,000

* CONSULTANT \$0

CONTINGENCY \$508,000

TOTAL \$5,585,000

CASH FLOW

FY Q1 Q2 Q3 Q4 TOTAL

2024 \$0 \$0 \$0 \$279,250 \$279

2025 \$488,688 \$488,688 \$488,688 \$488,686 \$1,954

2026 \$418,875 \$418,875 \$418,875 \$418,875 \$1,675

2027 \$418,875 \$418,875 \$418,875 \$418,875 \$1,675

2028 \$0 \$0 \$0 \$0

2029 \$0 \$0 \$0 \$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment G - New Capital Project List (9645 : SCRRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink)

Attachment: Attachment G - New Capital Project List (9645 : SCRRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

SHAHIDS PROJECT# 2746.00

PROJECT : EV INFRASTRUCTURE

SCOPE				TYPE: CAPITAL MF					
•Develop necessary drawings for charging infrastructure, obtain permits and utility rebate applications.									
Mile Posts: n/a				Division: All County: ALL Asset Type: Facilities					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost				<div>1. System Reliability..... High</div> <div>2. Ridership Increase..... Low</div> <div>3. Capacity Improvements..... Average</div> <div>4. Safety & Security..... Low</div> <div>5. Environmental..... High</div>					
JUSTIFICATION									
Under the new regulation public agencies in California must purchase 50% zero Emission (ZEV) vehicle from Model years 2024-2026. Starting from 2027 all vehicles purchased must be Zero emissions.									
RISK CREATED BY NON-IMPLEMENTATION									
Could Result in non-Compliance									
Current Age: New Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$75,000	\$75,000
DESIGN	\$150,000								
ENVIRONMENTAL	\$0			2025	\$131,250	\$131,250	\$131,250	\$131,250	\$525,000
ROW ACQUISITION	\$0								
MATERIAL	\$0			2026	\$112,500	\$112,500	\$112,500	\$112,500	\$450,000
CONSTRUCTION	\$900,000								
SPECIAL RAIL EQUIP	\$0			2027	\$112,500	\$112,500	\$112,500	\$112,500	\$450,000
FLAGGING	\$0								
BUS BRIDGES	\$0			2028	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0								
DBE/LABOR	\$0			2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$151,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$162,000								
CONTINGENCY	\$137,000			Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL	\$1,500,000								

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink)

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

SHAHIDS PROJECT# 2762.00

PROJECT : PMIS IT PROJECT SUPPORT

SCOPE				TYPE: CAPITAL NON-MF					
IT Support for the Project Management Information System. This includes services for an Application Administrator for PMIS to ensure the proper oversight and sup for the project. Also, to provide the required licenses for 1 year during the project implementation phase.									
Mile Posts: n/a				Division: All County: ALL Asset Type: Business Systems					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 7: Improve Organizational Efficiency) Clearly define staff roles and 2. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce 3. (Goal 6: Improve Communications to Customers and Stakeholders) Improve 4. (Goal 3: Invest in People and Assets) Reduce employee turnover									
JUSTIFICATION				RANKING // PROJECT READINESS					
Ensure all IT business requirements are documented and implemented. Also ensure integration with other applications is done per requirements and ensure data security per agency protocols.				1. System Reliability..... High 2. Ridership Increase..... High 3. Capacity Improvements..... High					
RISK CREATED BY NON-IMPLEMENTATION				4. Safety & Security..... High 5. Environmental..... High					
Not enough IT oversight on the project to ensure system configuration and integration with other applications done per Agency IT procedures and policies.									
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)									
BUDGET				CASH FLOW					
AMOUNT START END				FY	Q1	Q2	Q3	Q4	TO
CONTRACT PACKAGING \$0				2024	\$0	\$0	\$0	\$250,000	\$250
DESIGN \$0									
ENVIRONMENTAL \$0				2025	\$187,500	\$187,500	\$187,500	\$187,500	\$750
ROW ACQUISITION \$0									
MATERIAL \$900,000				2026	\$0	\$0	\$0	\$0	
CONSTRUCTION \$0									
SPECIAL RAIL EQUIP \$0				2027	\$0	\$0	\$0	\$0	
FLAGGING \$0									
BUS BRIDGES \$0				2028	\$0	\$0	\$0	\$0	
CLOSE OUT \$0									
DBE/LABOR \$0				2029	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF \$9,000				2029	\$0	\$0	\$0	\$0	
* SUPPORT STAFF \$0									
* CONSULTANT \$0									
CONTINGENCY \$91,000				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
TOTAL \$1,000,000									

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink



PROJECT PROPOSAL

19.g

CHAKLADARA PROJECT# 2782.00

PROJECT : DOCUMENT MANAGEMENT SYSTEM (DMS)

SCOPE				TYPE: CAPITAL MF					
Procurement of a Document Management System (DMS) to allow staff and agency contractors to store and retrieve documents, images, drawings, contracts etc. The system has been prioritized by the XLT for the last year.									
Mile Posts: n/a				Division: All County: ALL Asset Type: Business Systems					
OBJECTIVES				RISKS CAUSING PROJECT DELAY					
1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents									
JUSTIFICATION				RANKING // PROJECT READINESS					
There are several disparate systems to store and mange documents at Metrolink. Examples are Shared File Folders, Application Extender, Applications such as Oracle FIS which allow documents to be stored etc. Storing, tracing and retrieving documents from unstructured document repositories such as Shared File Folders is time				1. System Reliability..... Low 2. Ridership Increase..... Low 3. Capacity Improvements..... Low					
RISK CREATED BY NON-IMPLEMENTATION				4. Safety & Security..... Average 5. Environmental..... High					
Storage and retrieval of documents will not be streamlined.									
Current Age: New Standard Lifespan: 10 Year(s)									
BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2024	\$0	\$0	\$0	\$23,200	\$23
DESIGN	\$0			2025	\$40,600	\$40,600	\$40,600	\$40,600	\$162
ENVIRONMENTAL	\$0			2026	\$34,800	\$34,800	\$34,800	\$34,800	\$139
ROW ACQUISITION	\$0			2027	\$34,800	\$34,800	\$34,800	\$34,800	\$139
MATERIAL	\$0			2028	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$400,000			2029	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$0								
PROJECT MANAGEMENT									
* P.M STAFF	\$14,000								
* SUPPORT STAFF	\$7,000								
* CONSULTANT	\$0								
				Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%					
CONTINGENCY	\$43,000								
TOTAL	\$464,000								

Attachment: Attachment G - New Capital Project List (9645 : SCRRA Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink

Minute Action

AGENDA ITEM: 20

Date: June 7, 2023

Subject:

Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Arrow Service

Recommendation:

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

A. Approve the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for the first quarter of Fiscal Year (FY) 2023/2024 for Arrow service operations, in the amount of \$6,239,915.

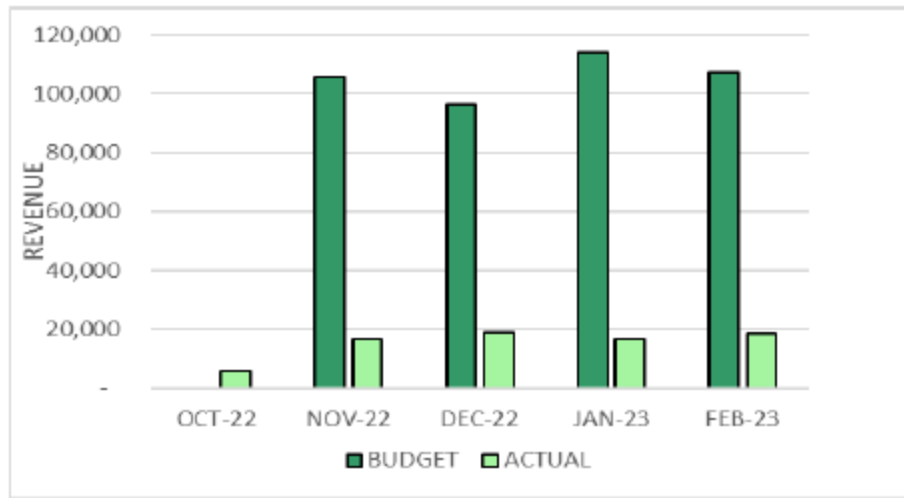
B. Approve the funding allocation to support funding for Recommendation A, totaling \$6,239,915, to fund SBCTA's first quarter subsidy of the FY 2023/2024 Budget using Measure I Valley Metrolink/Rail Service Program funds.

Background:

On October 24, 2023, Southern California Regional Rail Authority (SCRRA), in partnership with the San Bernardino County Transportation Authority (SBCTA), launched the Arrow Service connecting the City of Redlands and surrounding communities to San Bernardino and beyond. Passengers traveling west can connect to the Metrolink passenger rail service and Omnitrans bus service at the San Bernardino-Downtown Metrolink Station and travel as far west as Los Angeles Union Station, or for those traveling east as far as the University of Redlands. Arrow Service is solely funded by SBCTA and runs 25 trips east and westbound, Monday through Friday, which includes one Metrolink round-trip to/from Los Angeles Union Station, and 16 trips east and westbound on weekends.

Year-to-Date revenue for the eight (8) months ending February 2023, noting that Arrow Service has only been in operations for four (4) full months at this point; revenue was estimated at \$423,182 while the actual revenue is \$76,491, or 18 percent. This variance creates a fare box revenue shortfall from the budget of \$346,691. Figure 1 on the following page, shows the percent of the total fare box revenue through February.

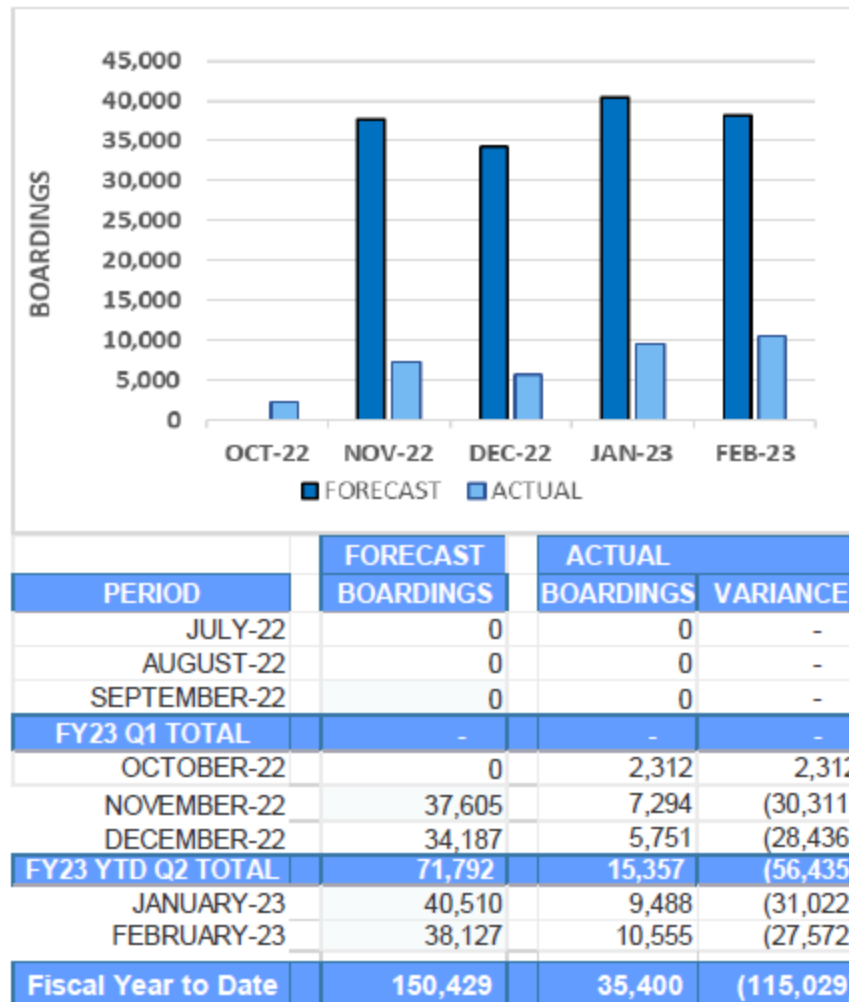
Figure 1. Arrow Service FY23 Budgeted Revenue vs. Actual



	BUDGET	ACTUAL	
PERIOD	REVENUE	REVENUE	VARIANCE
JULY-22	\$ -	\$0	\$0
AUGUST-22	\$ -	\$0	\$0
SEPTEMBER-22	\$ -	\$0	\$0
FY23 Q1 TOTAL	\$0	\$0	\$ -
OCTOBER-22	\$ -	\$5,998	\$5,998
NOVEMBER-22	\$ 105,789	\$16,688	(\$89,101)
DECEMBER-22	\$ 96,174	\$18,749	(\$77,425)
FY23 YTD Q2 TOTAL	\$201,963	\$41,436	(160,527)
JANUARY-23	113,961	\$16,738	(\$97,223)
FEBRUARY-23	107,258	\$18,317	(\$88,940)
Fiscal Year to Date	\$ 423,182	\$ 76,491	\$ (346,691)

Year-to-date ridership for the eight (8) months ending February 2023, again noting that Arrow Service has only been in operations four (4) full months, ridership was estimated at 150,429 while the actual ridership is 35,400, or 23.5 percent. This variance creates a ridership shortfall from the estimate of 115,029. Figure 2 on the following page, shows the percent of the total ridership through February.

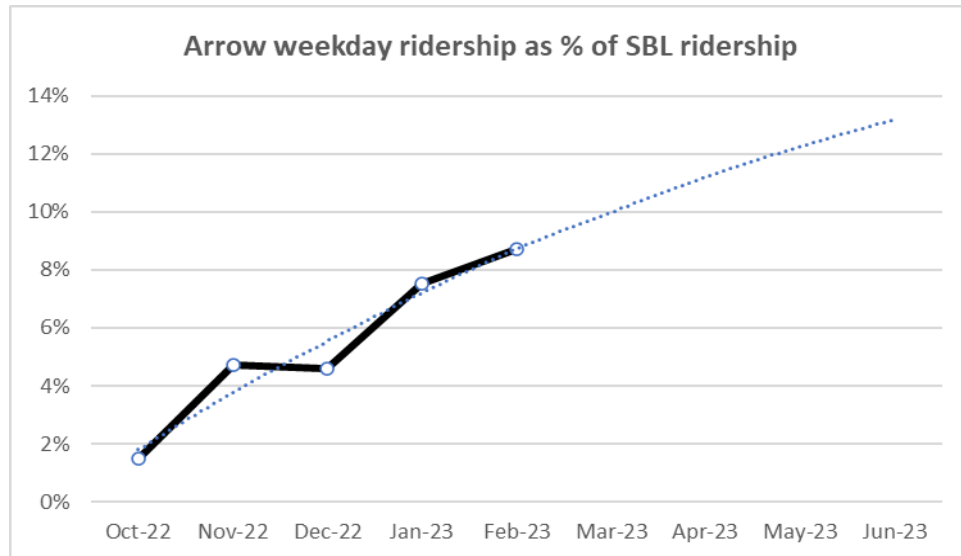
Figure 2. Arrow Service FY23 Budgeted Ridership vs. Actual



The estimated figures noted above are based on a ridership forecast compiled by HDR, Inc. in 2017 during the environmental phase of the project and does not account for the current impacts on public transit due to the COVID-19 pandemic, from which all public transportation is in the process of recovering from, including the Metrolink passenger rail service. On February 24, 2023, the SCRRA Board of Directors approved an updated ridership and revenue forecast developed in partnership between SCRRA and third-party consultant, KPMG and Sperry Capital, for the Metrolink system for FY 2023 through FY 2027 (Ridership and Revenue Forecast FY 2023-FY 2027). This forecast allows SCRRA to better reflect ridership recovery and anticipate revenue for future budget developments, beginning with this FY 2023/2024 Preliminary Budget. This forecast included the development of three scenarios: High, Medium, and Low growth scenarios. The SCRRA Board unanimously adopted the use of the Low Growth Scenario for the FY 2023/2024 Budget for Metrolink. While Arrow Service was not included in this forecast since Arrow revenue service had not yet commenced, SCRRA staff later developed a revised ridership and revenue forecast for Arrow Service using projections informed by the 2017 HDR ridership model and the KPMG and Sperry Capital Low Growth Scenario model. The updated ridership forecast is intended to be used for the budget development beginning in FY 2023/2024. The 2017 HDR ridership model projected Arrow weekday ridership at 20 percent of the San Bernardino Line (SBL) ridership during the base year. In 2023, weekday Arrow ridership has been averaging 8 percent of SBL ridership, while

weekend ridership on Arrow accounts for 11 percent of total Arrow ridership and averages 7 percent of SBL weekend ridership. This ridership ratio is expected to continue to grow and average 13 percent in FY 2023/2024, as shown in Figure 3 below, noting that this forecast does not include the Metrolink round-trip train.

Figure 3. Arrow Weekday Ridership as Percentage of San Bernardino Line Ridership



A draft budget was provided to SBCTA staff on March 23, 2023. For Operations, staff was provided with a preliminary FY 2023/2024 operating statement that included estimated fare revenue and total expenses for FY 2023/2024, and allowed for a period of review and comment by SBCTA. The requested operations subsidy amount is approximately \$18.1 million, which is a 30 percent increase over FY 2022/2023, as well as 25 percent increase over the previously coordinated baseline operations budget for FY 2023/2024, originally provided to SBCTA staff in October 2022. SCRRA staff responded to initial questions and comments received from SBCTA on April 10, 2023. SBCTA staff submitted additional questions, with responses received from SCRRA on April 27, 2023.

At this time, discussions between SBCTA and SCRRA are still ongoing and costs are being finalized. Since the operations budget has a \$4.2 million increase over the previously approved budget, staff is recommending that a full year of actual expenditures be analyzed to inform the on-going budget. However, actual expenditures are not available and are normally provided once the SCRRA financial books are reconciled and complete the Annual Comprehensive Financial Report (ACFR), which is anticipated to be available after the first quarter of the new FY. As such, a final FY 2023/2024 Budget recommendation by staff is not yet available. In order to avoid delays or interruption to Arrow Service operations, staff is recommending approval of a four (4) month funding allocation in the amount of \$6,239,915 to SCRRA for operations to allow for additional time to develop and finalize the FY 2023/2024 Budget. This four (4)-month allocation is based on the first full four (4) months of actual operating expenses for FY 2022/2023. Figure 4 on the following page, provides additional details. It should be noted that the figure shows “Eight (8) months ending February 28, 2023” reflecting eight (8) months into the current fiscal year, however since Arrow Service did not commence until October 24, 2022, it has only been in operations for a full four (4) months at that point. As the cost estimate is refined, an updated operating statement reflecting the final cost estimate for FY 2023/2024 will be provided to the Board at a future date.

Figure 4. Arrow Service Operating Statement for the 8 Months Ending February 28, 2023

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ARROW SERVICE PRELIMINARY OPERATING STATEMENT FOR THE EIGHT MONTHS ENDING FEBRUARY 28, 2023				
	2023 BUDGET	FY23 ACTUAL	VARIANCE FROM ADJUSTED BUDGET OVER/(UNDER)	
			AMOUNT	%
Operating Revenue				
Farebox Revenue	423,182	76,491	(346,691)	(81.92%)
Subtotal Pro Forma Farebox	423,182	76,491	(346,691)	(81.92%)
Total Operating Revenues	423,182	76,491	(346,691)	(81.92%)
Operating Expenses				
Operations & Services				
Train Operations	2,856,197	1,565,338	(1,290,859)	(45.20%)
Equipment Maintenance	2,416,024	1,483,073	(932,951)	(38.62%)
Fuel	369,707	148,364	(221,343)	(59.87%)
Operating Facilities Maintenance	129,867	32,679	(97,188)	(74.84%)
Other Operating Train Services	26,667	1,513	(25,153)	(94.32%)
Security	973,459	1,012,266	38,807	3.99%
Public Safety Program	26,664	0	(26,664)	(100.00%)
Passenger Relations	32,133	21,730	(10,402)	(32.37%)
TVM Maint/Revenue Collection	117,428	36,732	(80,696)	(68.72%)
Marketing	123,333	77,949	(45,384)	(36.80%)
Media & External Communications	10,000	10,000	0	0.00%
Utilities / Leases	184,267	131,179	(53,088)	(28.81%)
Subtotal Operations & Services	7,265,744	4,520,823	(2,744,921)	(37.78%)
Maintenance-of-Way				
MoW - Line Segments	1,202,920	629,045	(573,875)	(47.71%)
Subtotal Maintenance-of-Way	1,202,920	629,045	(573,875)	(47.71%)
Administration & Services				
Ops Salaries & Benefits	720,214	573,227	(146,987)	(20.41%)
Ops Non-Labor Expenses	14,970	11,204	(3,766)	(25.16%)
Indirect Administrative Expenses	590,530	352,996	(237,534)	(40.22%)
Subtotal Administration & Services	1,325,714	937,427	(388,287)	(29.29%)
Total Operating Expenses	9,794,378	6,087,295	(3,707,083)	(37.85%)
Insurance Expense (Recoveries)				
Liability/Property/Auto/Misc	152,620	152,620	0	0.00%
Net Claims / SI	6,667	0	(6,667)	(100.00%)
Claims Administration	3,667	0	(3,667)	(100.00%)
Subtotal Insurance Expense (Recoveries)	162,953	152,620	(10,333)	(6.34%)
Total Expenses	9,957,332	6,239,915	(3,717,417)	(37.33%)
Net Loss	(9,534,150)	(6,163,424)	3,370,725	(35.35%)
Member Support	9,534,150	9,534,150	0	0.00%
Surplus / (Deficit)	0	3,370,725	3,370,725	0

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget or the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023.

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 21

Date: June 7, 2023

Subject:

Zero Emission Multiple Unit Delivery Update and Testing at the Transportation Technology Center

Recommendation:

Receive and file an update on the Zero Emission Multiple Unit vehicle and testing at the Transportation Technology Center in Pueblo, Colorado.

Background:

The San Bernardino County Transportation Authority (SBCTA), in partnership with the Southern California Regional Rail Authority, expanded the public transit network in the San Bernardino Valley with the operation of the Redlands Passenger Rail, or Arrow, starting on October 24, 2022. One of SBCTA's initiatives is to reduce greenhouse gas (GHG) emissions and improve air quality. The diesel multiple units purchased for the Arrow Service are powered via a Tier 4 diesel engine "generator" that provides power to electric motors at the wheels. SBCTA recognized an opportunity to convert the power generator to an alternative propulsion technology in an effort to produce a low or zero emission multiple unit (ZEMU) that could run on the existing heavy rail infrastructure, thus reducing air quality impacts while furthering the use of existing rail infrastructure. In April 2018, the California State Transportation Agency (CalSTA) awarded SBCTA \$30 million in Transit and Intercity Rail Capital Program (TIRCP) funds to research and develop a ZEMU rail vehicle and construct the infrastructure to fuel and maintain the ZEMU. In January 2023, CalSTA awarded SBCTA an additional \$15.8 million in TIRCP funds toward cost increases that have occurred since the initial award.

In November 2019, the contract with Stadler US, Inc. (Stadler) for the production of the ZEMU was executed using the Arrow Diesel Multiple Unit (DMU) as the basis for negotiations and development of the technical specification for the hybrid hydrogen-fuel cell battery ZEMU. Design of the vehicle commenced shortly after the contract execution and Stadler began manufacturing of the vehicle in the summer of 2021 with components similar to the DMUs and while further refining the hydrogen propulsion technology. The ZEMU vehicle assembly was completed in mid-2022 and unveiled at InnoTrans, an international trade and visitor fair for transport technology, in September 2022. Dynamic testing in Switzerland began in December 2022 and is scheduled to wrap up the third week in May 2023, then prepared for shipment to the United States at the end of June 2023.

The original contract scope required the ZEMU to be validated on private track (not regulated by Federal Railroad Administration (FRA)) prior to delivery to SBCTA. Stadler had proposed that this would be done by a combination of testing at low speed (less than 50 miles per hour (mph)) in Switzerland, followed by high speed (up to 79 mph) testing at a test ring in Poland, then final delivery and pre-revenue acceptance testing in San Bernardino. Testing in San Bernardino was scheduled to begin September of 2023 and continue through February of 2024. Stadler had since revoked its plan for high speed testing in Poland for several reasons, such as; the need for different wheel sets and the need for the high speed testing to be duplicated once in San Bernardino, which had SBCTA concerned.

Entity: San Bernardino County Transportation Authority

In responding to SBCTA's concerns regarding the lack of full speed and duty cycle validation testing prior to delivery to San Bernardino, Stadler collaborated with the University of Hawaii and ENSCO, Inc., a company that operates and maintains the Transportation Technology Center (TTC) in support of the U.S. Department of Transportation, and submitted a Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant application to include funding for ZEMU testing at the TTC in Pueblo, Colorado. The funding would cover both the required project validation testing, as well as further out-of-scope testing to progress the knowledge of the industry regarding vehicles with hydrogen-hybrid propulsion technologies. The grant has been submitted; however, the process may take several months to be awarded. A decision to transport and test at the TTC is needed regardless of the award of the grant to avoid lengthy delays.

While the decision to take the ZEMU vehicle to the TTC for testing is being considered, staff examined the benefit of testing at the TTC, including the constraints of testing on an active railroad such as the Arrow corridor. Furthermore, the Arrow corridor is limited to a maximum operating speed of 50 mph so the 79 mph full speed test will need to be done outside of the Arrow corridor such as the San Gabriel subdivision where the Metrolink service operates and which is heavily used. Testing outside of the Arrow corridor will require coordination with freight, which poses a tight window for testing and will require flagging at each grade crossing within the testing limits. These constraints could significantly impact cost and schedule. Additionally, by going to the TTC, the duration of local testing in San Bernardino will be significantly shortened. This will likely result in cost savings by reducing the amount of labor required by SBCTA's test risk mitigation consultant staff. Based on the testing support labor analysis and assumptions, the labor savings could be in the magnitude of \$1.1 million. This cost saving would offset an SBCTA contribution to TTC testing if need be.

Staff recognized that by testing at the TTC, SBCTA may be responsible for some elements such as fueling and transportation costs with transporting the ZEMU between the TTC and San Bernardino, which still needs to be negotiated. However, this cost may be offset by the savings of not having a longer test period as mentioned earlier. Also, should Stadler be successful in securing the CRISI grant, SBCTA's cost responsibility may be covered. In the event Stadler is not successful in securing the grant, SBCTA and Stadler will need to negotiate a contract change order for costs associated with the change in test location and duration. Staff estimates that there is sufficient capacity in the previously authorized project budget to cover the additional testing cost at the TTC. However, since the potential change order amount is unknown at this time, staff will return to the Board of Directors for further approval should the change order exceed the currently authorized contract contingency.

As staff was assessing testing at the TTC, a request came from Stadler to display and highlight the ZEMU at the American Public Transportation Association (APTA) TRANSform Conference & Expo (APTA Expo) in Orlando, Florida, in October 2023, similar to the unveiling at InnoTrans in 2022. Staff agrees that the APTA Expo is a beneficial platform to promote SBCTA's first hydrogen train in North America and agreed to send the ZEMU to Orlando, Florida before heading to Pueblo, Colorado for testing at the TTC. However, SBCTA stressed the importance of revisiting the overall testing durations in order to minimize the impact of the overall testing schedule due to the additional time needed to showcase the ZEMU at the APTA Expo, which is estimated to increase overall travel time from Europe to San Bernardino by two

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(2) months. With the testing at TTC and stopover at the APTA Expo in October 2023, the ZEMU is expected to arrive in San Bernardino in late September 2024. Once in San Bernardino, the planned testing is scheduled to take two and one-half (2 ½) months before commencing revenue service in late 2024.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on May 11, 2023.

Responsible Staff:

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 22

Date: June 7, 2023

Subject:

Federal Legislative Update

Recommendation:

Receive and file the May 2023 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on May 10, 2023 regarding the Fiscal Year 2024 Budget, Congressional Appropriations Committee hearings and SBCTA Congressionally Directed Spending and Community Project Funding requests.

Fiscal Year 2024 Budget

The House and Senate continued holding budget hearings in April where Cabinet Secretaries and agency leaders discussed the President's budget request and the Administration's priorities for the next fiscal year. Appropriations Committees will begin releasing draft spending bills and holding markups after the budget hearings are finished. (A markup is when the subcommittees, and later the full committee, meet to make changes to the draft bills before they are sent to the floor for consideration.)

Secretary Buttigieg appeared before the House Appropriations Subcommittee on Transportation and Housing and Urban Development (THUD) on April 20, 2023, to provide testimony and answer questions about President Biden's proposed Fiscal Year (FY) 2024 budget for the Department of Transportation (DOT). Secretary Buttigieg described the current projects being undertaken by DOT and defended the funding provided in the Infrastructure Investment and Jobs Act (IIJA), as well as DOT's ongoing repairs of over 4,500 bridges in the US and the agency's efforts to improve 70,000 miles of road. Republican Members of the committee expressed concern over the allocation of funding from the IIJA, and many said that in the upcoming THUD appropriations bill they would likely cut or eliminate funding for several IIJA programs, although they did not indicate which specific programs.

Congressionally Directed Spending Request

On April 6, 2023, Senator Alex Padilla submitted his list of Congressionally Directed Spending Requests to the Senate Committee on Appropriations' Sub-committee on Transportation, Housing and Urban Development.

Included in Senator Padilla's list was \$2 million for the San Bernardino County Transportation Authority's (SBCTA) Vehicle Miles Travelled (VMT) Mitigation Bank Pilot Program.

This is the first step in the budget process in funding requests by individual Senators for inclusion in the FY 2024 budget, but inclusion in the list to the sub-committee is a positive beginning.

Debt Ceiling Negotiations

On April 19, 2023, House Speaker Kevin McCarthy (R-CA) unveiled the text of House Republicans' proposal to increase the debt ceiling and curb discretionary spending. The *Limit*,

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Save, Grow Act of 2023 would suspend the debt ceiling through either March 31, 2024, or by \$1.5 trillion above the current \$31.4 trillion ceiling, whichever comes first. In addition to the debt ceiling increase, the bill would also drastically reduce domestic discretionary spending, including reducing FY 2024 spending to FY 2022 levels (approximately \$131 billion below current levels) while also capping annual federal spending growth at 1 percent each year for the next decade, which would essentially mean that discretionary spending would not return to its current level until FY 2033.

The bill would rescind unspent COVID relief funds, repeal many of the programs and tax incentives passed as part of President Biden's Inflation Reduction Act of 2023 (IRA), including the energy and climate tax credits, while also rescinding the IRA's increased funding to the Internal Revenue Service (IRS) that had primarily been designated to help with IRS enforcement efforts. The bill would also expand work requirements in safety net programs, including Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP), which Leadership has said would help shore up these programs by eliminating waste, fraud, and abuse.

The House passed the bill by a vote of 217-215 on April 26, 2023. However, despite Republican support in the House, the bill is not expected to be considered in the Democrat-controlled Senate and is largely seen as the opening salvo of the debt ceiling as budget/appropriations negotiations between Congressional Republicans, Democrats, and the White House begin in earnest. While no firm deadline has been established, recent estimates by the Treasury Department suggest the limit could be reached as early as June. However, that timeline could shift depending on recent tax collections as well as the extent Treasury could continue to rely on using "extraordinary measures" to avoid a default.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on May 10, 2023.

Responsible Staff:

Louis Vidaure, Legislative Analyst

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 23

Date: June 7, 2023

Subject:

State Legislative Update

Recommendation:

Receive and file the May 2023 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on May 10, 2023, on state legislative deadlines and Fiscal Year 2023-2024 budget negotiations.

Legislative Session

During April 2023, much of the Legislature worked to develop their legislative agendas and to amend substantive language into their spot bills. Simultaneously, the Budget Subcommittees were also meeting regularly to review the items in the Governor's January Budget proposal. These committees will continue to make recommendations prior to the Governor's Budget May Revise.

There are currently 1,885 Assembly bills and 990 Senate bills moving through the process. The deadline to move out of the first house policy committee for bills that are tagged fiscal is April 28, 2023, and May 5, 2023 for non-fiscal bills. The nearly 3,000 bill count will be reduced after the Appropriations Committees hearings in the Senate and Assembly in May 2023. The deadline for bills to be passed out of the Appropriations Committees is May 19, 2023. The bills must be passed out of their house of origin by June 2, 2023.

State Budget

The latest fiscal numbers suggest California is currently facing a shortfall of more than \$5 billion since January 2023.

On April 27, 2023, Senate Budget Subcommittee 5 held a hearing on the need for additional transit operations funding in the budget proposal. Committee Chair Senator Maria Elena Durazo stated that transit, infrastructure, and operations are a vital piece of California's response to the climate crisis not to mention other needs and issues. Additionally, she stated that investments in reducing emissions can make a real impact in communities that are not dependent on cars, and why she fought to double investments in transit last year. Hearing panelists included representatives from the Department of Finance, the Legislative Analyst's Office, the California Transit Association and the California State Transportation Agency. Members of the committee posed questions regarding existing transit funding, cleanliness, and safety on public transit, as well as ridership recovery, assistance assessment, reforms to services, laws, and regulations, and zero-emission transit.

The Governor must submit his Governor's Budget May Revise by May 14, 2023. This typically serves as a post-tax collection update to state revenues and allows the Governor to revise and refine his January budget proposal. Given the destruction caused by the severe winter storms that

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hit California and the subsequent decision to allow a delay in paying taxes, the Governor's Budget May Revise will likely need to adjust many programs for the significant shortfall in state revenues.

On April 26, 2023, Senate Democrats released their budget plan which was titled "Protect Our Progress". The plan included several items in the transportation sector that the Governor had proposed to delay or eliminate. The plan includes \$350 million for Grade Separations the Governor proposed be delayed, \$1 billion for Transit and Intercity Rail Capital Program outlay that the Governor proposed be cut, and \$500 million for the Active Transportation Program that the Governor had also proposed be cut. While negotiations between the Assembly and the Governor have just begun, this provides a unique view of what issues are a priority for the Senate.

Attachment A contains a list of legislative bills that the San Bernardino County Transportation Authority (SBCTA)/San Bernardino Associated Governments (SBCOG) have taken a position on.

Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on May 10, 2023.

Responsible Staff:

Louis Vidaure, Legislative Analyst

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - May 2023

ATTACHMENT A

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 400 (Rubio)	Would remove the sunset date on the use of the design-build procurement process by local agencies on specified infrastructure projects.	Passed by Assembly Local Government Committee, referred to Assembly Appropriations Committee. (4/26/23)	Support	4/12/2023
SB 617 (Newman)	Would allow transportation agencies the use of the progressive design-build procurement process on capital projects.	Passed by Senate Committee on Transportation, referred to Senate Floor. (4/11/23)	Support	4/12/2023
SB 706 (Caballero)	Would allow local agencies, such as cities, counties and special districts, the use of the progressive design-build procurement process on non-water related public works projects in excess of \$5 million.	Passed by Senate Committee on Governance and Finance, referred to Senate Floor. (3/29/23)	Support	4/12/2023

Attachment: Bill position matrix 5-23 (9622 : State Legislative Update)

Status Report

ATTACHMENT B

Thursday, April 27, 2023

AB 6 Friedman D (Dist. 44) Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires that each regional transportation plan also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively. This bill would require the state board, after January 1, 2024, and not later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

Position: Watch**AB 7 Friedman D (Dist. 44) Transportation: project selection processes.****Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require, on and after January 1, 2025, the project selection process for each transportation project that would be funded, at least partially, from specified funding sources, including the State Highway Account, the Road Maintenance and Rehabilitation Account, and the Trade Corridor Enhancement Account, to incorporate specified principles. The bill would require the Transportation Agency, on or before January 1, 2026, and annually thereafter, to submit a report to the Legislature on how those transportation projects that were completed during the prior year incorporated those principles. This bill contains other existing laws.

Position: Watch**AB 9 Muratsuchi D (Dist. 66) Greenhouse gases: market-based compliance mechanism.****Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include the use of market-based compliance mechanisms in regulating greenhouse gas emissions. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill would require the state board to initiate a regulatory process to evaluate potential updates to the market-based compliance mechanism, and would require regulatory changes to take effect no later than January 1, 2025. The bill would require the evaluation to focus on specified items, including whether the supply of emission allowances and carbon offsets are consistent with a linear trajectory toward the statewide greenhouse gas emissions reduction goal established in the state board's most recent scoping plan, rules for banking allowances to use for future compliance and recommendations made by the Independent Emissions Market Advisory Committee and the state board's environmental justice advisory committee. The bill would require the state board, beginning January 1, 2028, and subsequently on a triennial basis, as specified, and in consultation with the Independent Emissions Market Advisory Committee and the environmental justice advisory committee, to conduct an evaluation of the market-based compliance mechanism, as provided.

Position: Watch**AB 11 Jackson D (Dist. 60) Milton Marks "Little Hoover" Commission on California State Government Organization and Economy.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law establishes the Milton Marks “Little Hoover” Commission on California State Government Organization and Economy (the commission) for the purpose of securing assistance for the Governor and itself in promoting economy, efficiency, and improved service in the transaction of the public business, as specified, and in making the operation of all state departments, agencies, and instrumentalities, and all expenditures of public funds, more directly responsive to the wishes of the people as expressed by their elected representatives through various means. Existing law declares that the availability of housing is of vital statewide importance. Current law declares that the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government. Current law declares that housing prices in California have risen dramatically in all parts of the state in the past decade, while the wealth gap, especially the racial wealth gap, continues to be a growing problem in California. This bill would require the commission to study the causes and effects of the rising cost of living in California and develop solutions toward making California a more affordable place to live, as specified. The bill would require the commission to meet quarterly, as specified. The bill would require the commission to complete 2 reports describing the commission’s findings and recommendations, as specified. The bill would repeal these provisions as of January 1, 2027.

AB 16 Dixon R (Dist. 72) Motor Vehicle Fuel Tax Law: adjustment suspension.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Existing law requires the department to adjust the tax on July 1 each year by a percentage amount equal to the increase in the California Consumer Price Index, as calculated by the Department of Finance. Article XIX of the California Constitution restricts the expenditure of revenues from the Motor Vehicle Fuel Tax, Diesel Fuel Tax Law, and other taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. This bill would authorize the Governor to suspend an adjustment to the motor vehicle fuel tax, as described above, scheduled on or after July 1, 2024, upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent to suspend the rate adjustment on or before January 10 of that year, and would require the Department of Finance to submit to the Legislature a proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.

AB 31 Carrillo, Juan D (Dist. 39) Public transit: funding.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law provides various sources of funding for capital and operating expenses of public transit systems and intercity rail in the state. This bill would state the intent of the Legislature to enact subsequent legislation that would appropriate funds for the development and operation of a privately run public transit system connecting the Victor Valley and the Antelope Valley in southern California.

AB 49 Soria D (Dist. 27) Affordable housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Would express the intent of the Legislature to enact legislation that would increase the supply of affordable housing and reduce homelessness.

AB 53 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

AB 68 Ward D (Dist. 78) Land use: streamlined housing approvals: density, subdivision, and utility approvals.

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a local government to approve a proposed housing development pursuant to a streamlined, ministerial approval process if the development meets certain objective planning standards, including, but not limited to, a requirement that the proposed parcel for the development be a climate-smart parcel, as described, or be included in the applicable region's sustainable communities strategy as a priority development area. The bill would set forth procedures for approving these developments and would set forth various limitations for these developments. The bill would authorize the Department of Housing and Community Development to review, adopt, amend, and repeal guidelines, rules, and regulations to implement uniform standards or criteria that supplement or clarify the terms, references, or standards set forth by this process.

AB 69 Waldron R (Dist. 75) Transportation: traffic signal synchronization: roadway improvement projects.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The State Air Resources Board is required to adopt a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030, and to adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions. The act authorizes the state board to include the use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Current law requires the Department of Finance, in consultation with the state board and any other relevant state agency, to develop, as specified, a 3-year investment plan for the moneys deposited in the Greenhouse Gas Reduction Fund. Current law authorizes moneys in the fund to be allocated, as specified, for an investment in a traffic signal synchronization component that is part of a sustainable infrastructure project if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect. This bill would additionally authorize moneys in the fund to be allocated for an investment in a traffic signal synchronization component that is part of a roadway improvement project requiring multiple signals, including, but not limited to, multimodal redevelopment projects, rail trail projects, urban renewal projects, or a project near transit facilities, if the component is designed and implemented to achieve cost-effective reductions in greenhouse

gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect.

AB 96 Kalra D (Dist. 25) Public employment: local public transit agencies: autonomous transit vehicle technology.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a public transit employer to provide written notice to the exclusive employee representative of the workforce affected by autonomous transit vehicle technology of its determination to begin, or its substantive progress toward initiating, any procurement process or a plan to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of the workforce to which the autonomous transit vehicle technology applies not less than 12 months before commencing the process, plan, or deployment. The bill would require a public transit employer, upon a written request of the exclusive employee representative, to provide specified information to the exclusive employee representative, including the potential gaps in skills that may result from the new service. The bill would require the public transit employer, following the written request for information by the exclusive employee representative, and within 30 days of receiving the specified information, to commence collective bargaining on specified subjects, including creating plans to train and prepare the affected workforce to fill new positions created by the autonomous transit vehicle technology.

AB 241 Reyes D (Dist. 50) Clean Transportation Program: Air Quality Improvement Program: funding.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. Current law requires the commission to give preference to those projects that maximize the goals of the program based on specified criteria and to fund specified eligible projects, including, among others, alternative and renewable fuel projects to develop and improve alternative and renewable low-carbon fuels. Current law creates the Alternative and Renewable Fuel and Vehicle Technology Fund, to be administered by the commission, and requires the moneys in the fund, upon appropriation by the Legislature, to be expended by the commission to implement the program. This bill would expand the purpose of the program to include developing and deploying innovative technologies that transform California's fuel and vehicle types to help reduce criteria air pollutants and air toxics. The bill would no longer require the commission to provide certain project preferences.

AB 250 Rodriguez D (Dist. 53) State highways: State Route 83: reduction.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the California Transportation Commission to relinquish to local agencies state highway segments that have been deleted from the state highway system by legislative enactment or have been superseded by relocation, and in certain other cases. Current law designates State Route 83 from Route 71 to Route 10 near the City of Upland. Current law authorizes the commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribes conditions that apply upon relinquishment. This bill would authorize the commission to additionally relinquish to the City of Chino all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

AB 287 Garcia D (Dist. 36) California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: competitive grant programs: funding objectives.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	23.b
1st House				2nd House									

Current law requires the moneys from the Greenhouse Gas Reduction Fund to be used to facilitate the achievement of reductions of greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006 and where applicable and to the extent feasible, to maximize economic, environmental, and public health benefits to the state, among other goals. This bill, beginning July 1, 2025, would require state agencies administering competitive grant programs that allocate moneys from the fund to give specified communities preferential points during grant application scoring for programs intended to improve air quality, to provide for a specified application timeline, and to allow applicants from the Counties of Imperial and San Diego to include daytime population numbers in grant applications.

AB 295 Fong, Vince R (Dist. 32) Department of Transportation: maintenance projects.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Would require the Department of Transportation to establish a rapid response unit within the Division of Maintenance in order to expedite roadside maintenance for specified projects related to roadside maintenance and the removal and clearing of material, as provided. The bill would also authorize local governmental entities, fire protection districts, fire safe councils, and tribal entities to notify the department of those projects related to roadside maintenance and the removal and clearing of material that have not been completed in an efficient and timely manner if the continued failure to complete these projects poses a clear and imminent danger, as provided. The bill would require the rapid response unit to begin the maintenance project within 90 days of being notified.

AB 316 Aguiar-Curry D (Dist. 4) Vehicles: autonomous vehicles.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Would require a manufacturer of an autonomous vehicle to report to the Department of Motor Vehicles a collision on a public road that involved one of its autonomous vehicles with a gross vehicle weight of 10,001 pounds or more that is operating under a testing permit that resulted in damage of property, bodily injury, or death within 10 days of the collision.

AB 340 Fong, Vince R (Dist. 32) California Environmental Quality Act: grounds for noncompliance.

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

The California Environmental Quality Act (CEQA) prohibits an action or proceeding from being brought in a court to challenge the approval of a project by a public agency unless the alleged grounds for noncompliance are presented to the public agency orally or in writing by a person during the public comment period provided by CEQA or before the close of the public hearing on the project before the issuance of the notice of determination. This bill would require the alleged grounds for noncompliance with CEQA presented to the public agency in writing be presented at least 10 days before the public hearing on the project before the issuance of the notice of determination. The bill would prohibit the inclusion of written comments presented to the public agency after that time period in the record of proceedings and would prohibit those documents from serving as basis on which an action or proceeding may be brought.

AB 354 Nguyen, Stephanie D (Dist. 10) Sacramento Regional Transit District: board of directors: membership.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	23.b
1st House				2nd House									

Current law authorizes the formation of the Sacramento Regional Transit District with various powers and duties with respect to transportation planning, programming, construction, and operations. Current law vests the government of the district in a board of directors and prescribes procedures for increasing the number of members of the board of directors, including authorizing each member entity to make one appointment to the board, as specified. This bill would authorize the City of Elk Grove to instead appoint 2 members to the board, as specified.

AB 382 Cervantes D (Dist. 58) High-occupancy vehicle lanes: County of Riverside.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law authorizes a regional transportation agency, in cooperation with the Department of Transportation, to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes, including administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit. Current law authorizes a value pricing and transit program involving HOT lanes to be developed and operated on State Highway Route 15 in the County of Riverside by the Riverside County Transportation Commission. Current law requires the Department of Transportation to report to the transportation policy committees of the Legislature, on or before January 1, 2020, on the feasibility and appropriateness of limiting the use of high-occupancy vehicle lanes to high-occupancy vehicles and eligible vehicles, as defined, only during the hours of heavy commuter traffic on both State Route 91 between Interstate 15 and Interstate 215 in the County of Riverside, and State Route 60 in the County of Riverside. Separate from that report, this bill would require the Transportation Agency, on or before January 1, 2025, to report to the transportation policy committees of the Legislature on that same topic and on the feasibility and appropriateness of removing from high-occupancy vehicle lanes in the County of Riverside, except for certain high-occupancy toll lanes, any double parallel solid lines to restrict the entrance into or exit from those lanes, including the use of the appropriate markings and signage.

Position: Watch

AB 400 Rubio, Blanca D (Dist. 48) Local agency design-build projects: authorization.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law authorizes local agencies, as defined, to use the design-build procurement process for specified types of projects, as prescribed. Current law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025. This bill would remove the January 1, 2025, repeal date, thereby making these provisions operative indefinitely.

Position: Support

AB 411 Bennett D (Dist. 38) California Recreational Trails and Greenways Act.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Would require the Department of Parks and Recreation to establish the California Recreational Trails and Greenways Program to, beginning in 2024, award competitive grants on a biennial basis for new, expanded, or improved public access opportunities through nonmotorized recreational trail creation, improvement, enhancement, and restoration projects. The bill would create the California Recreational Trails and Greenways Fund in the State Treasury, and would require that specified moneys, including, to the extent consistent with Proposition 68,

unexpended Proposition 68 moneys that revert to the administering agency for allocation, upon appropriation by the Legislature, be deposited into the fund and, upon appropriation by the Legislature, be available for allocation by the department for purposes of the program, as specified. In order to reduce the financial burdens associated with frontloaded cost structures and match requirements, the bill would authorize the department to create a loan or grant process for advanced payment and match assistance to reduce barriers to participation in the program.

AB 413 Lee D (Dist. 24) Vehicles: stopping, standing, and parking.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prohibits the stopping, standing, or parking of a vehicle in certain places and under certain conditions, including within an intersection, on a sidewalk or crosswalk, or in front of a fire station. Current law additionally authorizes local jurisdictions to, by ordinance, restrict parking in certain areas, at certain times, and for certain reasons, and to establish metered parking. This bill would prohibit the stopping, standing, or parking of a vehicle within 20 feet of any unmarked or marked crosswalk, as specified.

AB 463 Hart D (Dist. 37) Electricity: prioritization of service: public transit vehicles.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Public Utilities Commission to establish priorities among the types or categories of customers of every electrical corporation and every gas corporation, and among the uses of electricity or gas by those customers, to determine which of those customers and uses provide the most important public benefits and serve the greatest public need, and to categorize all other customers and uses in order of descending priority based on these standards. Current law requires the commission, in establishing those priorities, to consider, among other things, the economic, social, and other effects of a temporary discontinuance in electrical or gas service to certain customers or for certain uses, as specified. If an electrical or gas corporation experiences a shortage of capacity or capability and is unable to meet all demands by its customers, existing law requires the commission to order that service be temporarily reduced by an amount that reflects the established priorities for the duration of the shortage. This bill would require the commission, in establishing those priorities, to also consider the economic, social equity, and mobility impacts of a temporary discontinuance in electrical service to the customers that rely on electrical service to operate public transit vehicles.

AB 480 Ting D (Dist. 19) Surplus land.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee, particularly that the local agency send a notice of availability to specified entities that have notified the Department of Housing and Community Development of their interest in surplus land, as specified. Under current law, if the local agency receives a notice of interest, the local agency is required to engage in good faith negotiations with the entity desiring to purchase or lease the surplus land. Current law requires a local agency to take formal action in a regular public meeting to declare land is surplus and is not necessary for the agency's use and to declare land as either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. This bill would recast that provision and would exempt a local agency, in specified instances, from making a declaration at a public meeting for land that is "exempt surplus land" if the local agency identifies the land in a notice that is published and available for public comment at

least 30 days before the exemption takes effect.

AB 557 Hart D (Dist. 37) Open meetings: local agencies: teleconferences.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health, as specified. If there is a continuing state of emergency, or if state or local officials have imposed or recommended measures to promote social distancing, existing law requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures. Current law requires a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option. Current law prohibits a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. This bill would extend the above-described abbreviated teleconferencing provisions when a declared state of emergency is in effect, or in other situations related to public health, as specified, indefinitely.

AB 591 Gabriel D (Dist. 46) Electric vehicle service equipment: universal connectors and public accessibility.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would require an electric vehicle charging station that requires payment of a fee to allow a person desiring to use the station to pay via credit card. The bill would require that any electric vehicle service equipment that is capable of charging a light-duty electric vehicle and is installed or substantially retrofitted, as defined, except for private use at a single-family residence or multifamily residence, include universal connectors, as defined, and be publicly accessible including by enabling a person desiring to use the electric vehicle charging station to pay via credit card.

AB 610 Holden D (Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law declares that the fostering, continuance, and development of public transportation systems are a matter of state concern. Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by the department, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare free program, as provided. The bill would authorize a transit agency with an existing fare free program that enables a person 18 year of age or younger to use a transit agency's bus and rail services without paying any additional fare or charge to

submit an application without an educational institution partner, as provided.

AB 627 Jackson D (Dist. 60) Heavy-duty trucks: grant program: operating requirements.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, commencing on January 1, 2035, and except as specifically exempted, prohibit the operation of a heavy-duty diesel-fueled vehicle, as defined, within the city limits of any city identified by the State Air Resources Board containing a disadvantaged community and meeting specified air pollution criteria with respect to diesel particulate matter, as specified. A violation of this prohibition, as a provision within the Vehicle Code, would be punishable as an infraction. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.

Position: Watch

AB 673 Bennett D (Dist. 38) Hydrogen-fueling stations: preference.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, except for the Clean Transportation Program and moneys allocated from the Alternative and Renewable Fuel and Vehicle Technology Fund, require the State Energy Resources Conservation Development Commission, when considering providing funding for projects for the construction and operation of hydrogen-fueling medium- and heavy-duty stations, to evaluate whether the project needs to also include access for light-duty vehicles. In this evaluation, the bill would require the commission to consider safety, regional light-duty vehicle hydrogen fueling needs, and the station fueling capacity.

AB 744 Carrillo, Juan D (Dist. 39) California Transportation Commission: data, modeling, and analytic software tools procurement.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the California Transportation Commission in the Transportation Agency. Current law vests the California Transportation Commission with various powers and duties relative to the programming of transportation capital projects and allocation of funds to those projects pursuant to the state transportation improvement program and various other transportation funding programs. Upon the appropriation of funds by the Legislature, this bill would require the commission to acquire public domain or procure commercially available or open-source licensed solutions for data, modeling, and analytic software tools to support the state's sustainable transportation, congestion management, affordable housing, efficient land use, air quality, and climate change strategies and goals. The bill would require the commission to provide access to the data, modeling, and analytic software tools to state and local agencies, as specified.

AB 756 Papan D (Dist. 21) Department of Transportation: contaminated stormwater runoff: salmon and steelhead trout bearing surface waters.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, in consultation with the State Water Resources Control Board, the Department of Toxic Substances Control, and the Department of Fish and Wildlife, to develop a programmatic environmental review process to prevent 6PPD and 6PPD-quinone from entering salmon and steelhead trout bearing surface waters of the state. The bill would require the department's 6PPD and 6PPD-quinone programmatic environmental review process to include, among other specified components, a pilot project at a particular highway crossing over the San Mateo Creek to study the effectiveness and cost effectiveness of installing and maintaining

bioretention and biofiltration comparatively along department rights-of-way to eliminate the discharge of 6PPD-quinone into surface waters of the state, as specified. The bill would require, no later than December 31, 2026, the Director of Transportation to submit a report to the Legislature describing the department's strategy to eliminate the discharge of 6PPD and 6PPD-quinone by the department to all salmon and steelhead trout bearing surface waters of the state.

AB 761 Friedman D (Dist. 44) Transit Transformation Task Force.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, the Transportation Agency is under the supervision of an executive officer known as the Secretary of Transportation, who is required to develop and report to the Governor on legislative, budgetary, and administrative programs to accomplish comprehensive, long-range, and coordinated planning and policy formulation in the matters of public interest related to the agency. Current law provides for the funding of public transit, including under the Transportation Development Act. This bill would require the secretary, on or before July 1, 2024, to establish and convene the Transit Transformation Task Force to include representatives from the department, the Controller's office, various local agencies, academic institutions, nongovernmental organizations, and other stakeholders. The bill would require the task force to develop a structured, coordinated process for early engagement of all parties to develop policies to grow transit ridership and improve the transit experience for all users of those services. The bill would require the secretary, in consultation with the task force, to prepare and submit a report of findings based on the task force's efforts to the appropriate policy and fiscal committees of the Legislature on or before January 1, 2025. The bill would require the report to include a detailed analysis of specified issues and recommendations on specified topics.

Position: Watch

AB 776 Holden D (Dist. 41) Route 210.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, through the erection of highway signs and appropriate markers, to provide recognition of the historical and cultural importance of the California Indian tribes local to, or historically located in, the Counties of Los Angeles and San Bernardino. The bill would require the department to work with certain entities, including, but not limited to, California Indian tribes local to, or historically located along, Route 210 to name Route 210 and to identify appropriate locations for signs to recognize tribal lands along Route 210 in the Counties of Los Angeles and San Bernardino. The bill would specify that Route 210 shall be known and designated as the Southern California Native American Freeway or by the name developed by the department with the specified entities.

AB 817 Pacheco D (Dist. 64) Open meetings: teleconferencing: subsidiary body.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. In order to use teleconferencing pursuant to the Ralph M. Brown Act, the bill would require the legislative body that established the subsidiary body

by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before subsidiary body uses teleconferencing for the first time and every 12 months thereafter.

AB 823 Schiavo D (Dist. 40) Clean Transportation Program: eligible projects.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law establishes the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding, upon appropriation by the Legislature, to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. Current law requires the commission to give preference to those projects that maximize the goals of the program based on specified criteria and to fund specified eligible projects, including, among others, alternative and renewable fuel infrastructure, fueling stations, and equipment. This bill would expand the list of eligible projects to include, among other things, roadway integrated fueling and parking surface integrated fueling projects.

AB 849 Garcia D (Dist. 36) Community emissions reduction programs.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed. Current law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority. This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies. By imposing additional duties on air districts, this bill would impose a state-mandated local program.

AB 902 Rodriguez D (Dist. 53) Ambulances: fee and toll exemptions.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law requires the owner or operator of a toll facility, upon the request of the local emergency service provider, to enter into an agreement for the use of a toll facility. This bill would clarify that the owner or operator of toll facility is required to enter into an agreement for the use of a toll facility upon the request of a private or public local emergency service provider.

AB 930 Friedman D (Dist. 44) Local government: Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	23.b
	1st House				2nd House								

Current law authorizes certain local agencies to form a community revitalization authority within a community revitalization and investment area, as defined, and authorizes an authority to, among other things, provide for low- and moderate-income housing and issue bonds, as provided. Current law authorizes a community revitalization and investment plan to provide for the division of taxes within the plan area. This bill would authorize the legislative bodies of 2 or more cities or counties to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would authorize a special district to join a RISE district, by resolution, as specified.

AB 980 Friedman D (Dist. 44) Active Transportation Program: report.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Active Transportation Program in the Department of Transportation for the purpose of encouraging increased use of active modes of transportation, such as biking and walking. Current law requires the California Transportation Commission to develop guidelines and project selection criteria for the program and authorizes the commission to amend the adopted guidelines after conducting at least one public hearing. This bill would require an applicant that receives funding under the program for a project to, within one year of completing the project, submit a report to the commission describing how the project met active transportation goals.

AB 981 Friedman D (Dist. 44) State highways: pilot highway maintenance and rehabilitation demonstration projects.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, beginning in 2025 and ending in 2032, to use cold in-place recycling or partial depth recycling, as defined, on at least 12 projects each year. The bill would require the department, beginning in 2027 and ending in 2032, to use full depth recycling, as defined, on at least 5 projects each year. The bill would require the department to submit an annual report to the Legislature regarding these projects. The bill would repeal its provisions on January 1, 2034.

AB 1000 Reyes D (Dist. 50) Qualifying logistics use projects.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects. This bill would prohibit a local agency from approving the development or expansion of any qualifying logistics use, as defined, within 1,000 feet of sensitive receptors, as defined, except as provided. The bill would authorize a local agency to approve the development or expansion of a qualifying logistics use greater than 750 feet from a sensitive receptor and within 1,000 feet of a sensitive receptor only if the local agency takes certain actions, including, among other things, conducting a cumulative analysis of the air quality impacts of the warehouse development project, as specified. The bill would require a local agency, upon receipt of an application for a warehouse development project, to take certain actions, including posting information on its internet website that is easily accessible and easily understandable by the public, as specified. The bill would require the lead agency to conduct at least one scoping meeting at a location within one mile of the project site, except as provided.

Position: Watch

AB 1008 Bauer-Kahan D (Dist. 16) The Western Joshua Tree Conservation Act.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Endangered Species Act requires the Fish and Game Commission (commission) to establish a list of endangered species and a list of threatened species and to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, as specified, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except in certain situations. Under the act, the Department of Fish and Wildlife may authorize the taking of listed species pursuant to an incidental take permit if the taking is incidental to an otherwise lawful activity, the impacts are minimized and fully mitigated, and the issuance of the permit would not jeopardize the continued existence of the species. A violation of the provisions of the Fish and Game Code is a crime. This bill, the Western Joshua Tree Conservation Act, would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided pursuant to existing law or by paying a specified fee.

Position: Watch**AB 1052 McCarty D (Dist. 6) Sacramento Regional Transit District: taxes.****Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Sacramento Regional Transit District Act creates the Sacramento Regional Transit District, with specified powers and duties relative to providing transit services in the Sacramento region. Existing law authorizes the district to levy or collect a property tax within any city or the unincorporated area, or any part thereof, in the district, upon the approval by a 2/3 vote of the electorate, as provided. Current law authorizes the board of directors of the district to adopt a retail transactions and use tax ordinance, subject to the approval of 2/3 of the electors at a special election. This bill would revise and recast those provisions related to the imposition of property taxes and retail transactions and use taxes by the district, by, among other things, explicitly authorizing the district to impose a property tax or retail transactions and use tax in the entirety of, or a portion of, the incorporated and unincorporated territory. If the tax only applies to a portion of an area of the district, the bill would require the incorporated area of each city and of contiguous cities within the district to be either wholly included within or wholly excluded from that portion that is taxed and would require the entire unincorporated area of the district to be either wholly included within or wholly excluded from that portion that is taxed.

AB 1168 Bennett D (Dist. 38) Emergency medical services (EMS): prehospital EMS.**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a city or fire district that provided, as of June 1, 1980, prehospital EMS, to be deemed to retain its authorities regarding, and administration of, the prehospital EMS when a city or fire district provides the prehospital EMS as part of an agreement with a county for the joint exercise of powers regarding prehospital EMS entered into on or before December 31, 2022, or that ceased to contract for, provide, or administer prehospital EMS as a result of a judicial finding, as specified, or that is, as of January 1, 2024, providing prehospital EMS pursuant to statute and enters into an agreement with a county for joint exercise of powers regarding prehospital EMS. The bill would state the Legislature's intent that a city's or fire district's entry into a written agreement with a county for the joint exercise of powers regarding prehospital EMS, as described, does not make the city or fire district ineligible to contract with a county, as described above, or result in the transfer, termination, relinquishment, or extinguishment of that city's or fire district's authorities regarding, or administration of, prehospital EMS, and to abrogate contrary judicial holdings.

Location: ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust and prescribes a procedure for the exercise of that power. Current law, until January 1, 2031, for purposes of the exercise of a power of sale, prohibits a trustee from bundling properties for the purpose of sale, instead requiring each property to be bid on separately, unless the deed of trust or mortgage provides otherwise. Current law also prohibits specified institutions that, during their immediately preceding annual reporting period, as established with their primary regulator, foreclosed on 175 or more residential real properties, containing no more than 4 dwelling units, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, at least 2 of which have been acquired through foreclosure under a mortgage or deed of trust. This bill would prohibit a developer of residential one to 4 dwelling units, inclusive, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, if the occupancy permit was issued on or after January 1, 2024.

AB 1335 Zbur D (Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, commencing January 1, 2024, would require each transportation planning agency to follow certain population projection procedures when updating the regional transportation plan. The bill would require the sustainable communities strategy to be based on population projections produced by the Department of Finance and regional population forecasts used in determining applicable city and county regional housing needs, in consultation with each council of governments. The bill would impose similar reconciliation procedures, as describe above, when there are differences in the population forecast provided by the council of governments and the Department of Finance. By imposing additional duties on transportation planning agencies, the bill would impose a state-mandated local program.

AB 1348 Grayson D (Dist. 15) State government: Controller: claims audits.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Government Claims Act generally requires the presentation of all claims for money or damages against local public entities and the state. Current law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Current law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would require the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits as the Controller's office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters' intent. The bill would also require the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law.

AB 1385 Garcia D (Dist. 36) Riverside County Transportation Commission: transaction and use tax.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	23.b
	1st House				2nd House								

Current law authorizes the Riverside County Transportation Commission to impose a transactions and use tax for transportation purposes subject to approval of the voters, which, pursuant to the California Constitution, requires approval of 2/3 of the voters. Current law limits the commission to a 1% maximum tax rate, and requires the commission's tax or taxes to be levied at a rate divisible by 1/4%, unless a different rate is specifically authorized by statute. This bill would raise the maximum tax rate the commission may impose from 1% to 1.5%. This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Riverside.

Position: Watch

AB 1525 Bonta D (Dist. 18) Transportation projects: priority populations.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the agency, the Department of Transportation, and the California Transportation Commission, on or before July 1, 2025, to jointly develop and adopt criteria and an evaluation process for purposes of jointly evaluating each agency, Department of Transportation, or California Transportation Commission project, as defined to, among other things, determine if the project would be located in a priority population, address an important need of a priority population, and provide a direct, meaningful, and assured benefit to a priority population, as specified. The bill would require the agency, the Department of Transportation, and the California Transportation Commission on and after July 1, 2025, to jointly evaluate all new proposed projects by the criteria, and, on or before July 1, 2026, and annually thereafter, to jointly submit a report to the Legislature that evaluates how projects funded during the prior year impacted priority populations, as specified.

Position: Watch

AB 1550 Bennett D (Dist. 38) Green hydrogen.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require, on and after January 1, 2045, that all hydrogen produced and used in California for the generation of electricity or fueling of vehicles be green hydrogen, as defined, in furtherance of the state's policy to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045. Because a violation of a state board regulation implementing this requirement would be a crime, the bill would impose a state-mandated local program.

AB 1609 Garcia D (Dist. 36) Air pollution: motor vehicle registration: pollution reduction.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a registration fee to be paid to the Department of Motor Vehicles for the registration of each vehicle or trailer coach of a type subject to registration under the Vehicle Code, except those vehicles that are expressly exempted from the payment of registration fees. Current law, until January 1, 2024, increases vehicle registration fees by \$3 and requires revenues from those fees to be used, upon appropriation by the Legislature, for programs to reduce air pollution from motor vehicles. This bill would impose an additional annual \$4 charge on each motor vehicle registered in the state except those vehicles that are expressly exempted from the payment of registration fees, thereby imposing a tax. The bill would require the department to collect the charge and deposit revenues from the charge in the Air Quality Improvement Fee Fund, which the bill would create. The bill would continuously appropriate the revenues in the fund to the department for distribution to air pollution control districts and air quality management districts based upon the amount of the charges collected from motor vehicles registered

within each air district, thereby creating an appropriation. The bill would require these revenues to be used for reduction of air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies, as specified, or for the attainment or maintenance of state or federal ambient air quality standards or the reduction of toxic air contaminant emissions from motor vehicles.

Position: Watch

AB 1626 McCarty D (Dist. 6) Transportation electrification: fleet data.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in collaboration with the State Air Resources Board, the Public Utilities Commission, and other relevant stakeholders, to annually gather from state agencies, as provided, specified entities' fleet data for on-road and off-road vehicles in the medium- and heavy-duty sectors, including information that would allow an electrical corporation or local publicly owned electric utility to estimate the total anticipated charging capacity at each fleet location, and share that data with electrical corporations and local publicly owned electric utilities to help inform electrical grid planning efforts, as specified. Current law prohibits electrical corporations and local publicly owned electric utilities from disclosing that data to third parties. This bill would require the Energy Commission to also gather information that would allow relevant state agencies to estimate the total anticipated hydrogen fueling demand at each fleet location.

AB 1637 Irwin D (Dist. 42) Local government: internet websites and email addresses.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its internet website and directing a member of the public to the internet website, as specified. This bill, no later than January 1, 2025, would require a local agency, as defined, that maintains an internet website for use by the public to ensure that the internet website utilizes a “.gov” top-level domain or a “.ca.gov” second-level domain, and would require a local agency that maintains an internet website that is noncompliant with that requirement to redirect that internet website to a domain name that does utilize a “.gov” or “.ca.gov” domain. This bill, no later than January 1, 2025, would also require a local agency that maintains public email addresses to ensure that each email address provided to its employees utilizes a “.gov” domain name or a “.ca.gov” domain name. By adding to the duties of local officials, the bill would impose a state-mandated local program.

AB 1654 Addis D (Dist. 30) City streets and highways.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law authorizes the legislative body of a city to do any and all things necessary to lay out, acquire, and construct a section or portion of a street or highway within its jurisdiction as a freeway and to make an existing street or highway a freeway. This bill would make nonsubstantive changes to this provision.

AB 1702 Hart D (Dist. 37) Active Transportation Program.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Active Transportation Program in the Department of Transportation for purposes of

encouraging increased use of active modes of transportation, such as biking and walking. This bill would make nonsubstantive changes to that provision.

AB 1711 Carrillo, Juan D (Dist. 39) Energy: hydrogen: Clean Energy Equity Act.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact the Clean Energy Equity Act and would require the State Energy Resources Conservation and Development Commission to equitably allocate moneys appropriated by the Legislature for hydrogen-fueling infrastructure to specifically prioritize rural communities and low-income communities. The bill would require the commission and the State Air Resources Board, except as provided, to jointly review and submit a report to the Legislature on the progress toward establishing hydrogen-fueling infrastructure that is equally accessible to all communities, especially rural communities and low-income communities.

AB 1748 Ramos D (Dist. 45) Qualifying logistics use projects.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit the County of Riverside, the County of San Bernardino, and any of the cities within those counties from approving the development or expansion of any qualifying logistics use, as defined, that is adjacent to sensitive receptors, as defined, unless the local agency imposes a minimum setback on the qualifying logistics use of 300 feet or follows an industrial guideline framework, as specified. By imposing new requirements on local agencies, the bill would impose a state-mandated local program. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. This bill would make legislative findings and declarations as to the necessity of a special statute for the Counties of Riverside and San Bernardino and the cities located within those counties. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason.

Position: Watch

ABX1 2 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

ACA 1 Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service

bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements. The measure would specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure.

Position: Watch

SB 4 Wiener D (Dist. 11) Planning and zoning: housing development: higher education institutions and religious institutions.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards. The Zenovich-Moscone-Chacon Housing and Home Finance Act establishes the California Tax Credit Allocation Committee within the Department of Housing and Community Development. Current law requires the committee to allocate state low-income housing tax credits in conformity with state and federal law that establishes a maximum rent that may be charged to a tenant for a project unit constructed using low-income housing tax credits. This bill would require that a housing development project be a use by right upon the request of an applicant who submits an application for streamlined approval, on any land owned by an independent institution of higher education or religious institution on or before January 1, 2024, if the development satisfies specified criteria, including that the development is not adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use. The bill would define various terms for these purposes.

SB 5 Nguyen R (Dist. 36) Motor Vehicle Fuel Tax Law: limitation on adjustment.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current law requires the department to annually adjust the tax imposed by increasing the rates based on the California Consumer Price Index, as specified. This bill would limit the above-described annual adjustment to a maximum of 2% for rate adjustments made on or after July 1, 2023. This bill contains other related provisions.

SB 7 Blakespear D (Dist. 38) The Homeless Housing Obligation Act.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the Homeless Housing Obligation Fund in the State Treasury. The bill would require moneys to be deposited in the fund upon appropriation by the Legislature and would require those moneys to be awarded by the Department of Housing and Community Development as grants to cities, counties, and nonprofit housing entities for the purpose of fulfilling the housing obligations required by these provisions, and would specify eligible uses of the grant funding. The bill would require the grant funding to be allocated to projects that provide housing to individuals

that are homeless, individuals that are previously homeless, individuals that are at risk of homelessness, and extremely low income households, as specified.

SB 12 Stern D (Dist. 27) California Global Warming Solutions Act of 2006: emissions limit.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under the California Global Warming Solutions Act of 2006, the State Air Resources Board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by no later than December 31, 2030. Under the act, a violation of a rule, regulation, order, emission limitation, emission reduction measure, or other measure adopted by the state board under the act is a crime. This bill instead would require the state board to ensure that statewide greenhouse gas emissions are reduced to at least 55% below the 1990 level by no later than December 31, 2030.

Position: Watch

SB 20 Rubio D (Dist. 22) Joint powers agreements: regional housing trusts.

Location: SENATE HOUSING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Current law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. That act specifically authorizes the creation of the Orange County Housing Finance Trust and the San Gabriel Valley Regional Housing Trust, both joint powers authorities, for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their respective regions, as specified. This bill would authorize 2 or more local agencies, as defined, to create a regional housing trust for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their jurisdictions by entering into a joint powers agreement pursuant to the Joint Exercise of Powers Act. The bill would require a regional housing trust created pursuant to these provisions to be governed by a board of directors consisting of a minimum of 5 directors, as specified. The bill would authorize a regional housing trust to fund the planning and construction of housing, receive public and private financing and funds, and authorize and issue bonds, as specified.

SB 32 Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the State Air Resources Board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

SB 84 Gonzalez D (Dist. 33) Clean Transportation Program: Air Quality Improvement Program: funding.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Would expand the purpose of the Clean Transportation Program to include developing and deploying innovative technologies that transform California's fuel and vehicle types to help reduce criteria air pollutants and air toxics. The bill would no longer require the commission to provide certain project preferences. The bill would provide that the goals of the program shall be to advance the state's clean transportation, equity, air quality, and climate emission policies and would require the commission to ensure program investments support specified requirements. The bill would require the commission, on and after January 1, 2025, to expend at least 50% of the moneys appropriated to the program on programs and projects that directly benefit or serve residents of disadvantaged and low-income communities and low-income Californians, and would require at least 50% of funding for tangible location-based investments to be expended in disadvantaged and low-income communities.

Position: Watch

SB 229 Umberg D (Dist. 34) Surplus land: disposal of property: violations: public meeting.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law prescribes requirements for the disposal of land determined to be surplus land by a local agency. Those requirements include a requirement that a local agency, before disposing of a property or participating in negotiation to dispose of that property with a prospective transferee, send a written notice of availability of the property to specified entities, depending on the property's intended use, and send specified information in regard to the disposal of the parcel of surplus land to the Department of Housing and Community Development. Current law, among other enforcement provisions, makes a local agency that disposes of land in violation of these disposal provisions, after receiving notification of violation from the department, liable for a penalty of 30% of the final sale price of the land sold in violation for a first violation and 50% for any subsequent violation. Under current law, except as specified, a local agency has 60 days to cure or correct an alleged violation before an enforcement action may be brought. This bill would require a local agency that has received a notification of violation from the department to hold an open and public session to review and consider the substance of the notice of violation. The bill would require the local agency's governing body to provide prescribed notice no later than 14 days before the public session.

SB 253 Wiener D (Dist. 11) Climate Corporate Data Accountability Act.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Would require the State Air Resources Board, on or before January 1, 2025, to develop and adopt regulations requiring United States partnerships, corporations, limited liability companies, and other business entities with total annual revenues in excess of \$1,000,000,000 and that do business in California, defined as "reporting entities," to publicly disclose to the emissions registry, as defined, and verify, starting in 2026 on a date to be determined by the state board, and annually thereafter, their greenhouse gas emissions, categorized as scope 1, 2, and 3 emissions, as defined, from the prior calendar year, as provided. The bill would require the state board, on or before January 1, 2030, to review, and update as necessary, these deadlines to evaluate trends in scope 3 emissions reporting and to consider changes to the deadlines, as provided. The bill would require reporting entities to disclose their greenhouse gas emissions in a manner that is easily understandable and accessible to residents of the state. The bill would require reporting entities to ensure that their public disclosures have been independently verified by the emissions registry or a third-party auditor, approved by the state board, with expertise in greenhouse gas emissions accounting. The bill would require the state board, in developing these regulations, to consult with the Attorney General, other government stakeholders, investors, stakeholders representing consumer and environmental justice

interests, and reporting entities that have demonstrated leadership in full-scope greenhouse gas emissions and public disclosure and greenhouse gas emissions reductions.

SB 304 Laird D (Dist. 17) Monterey-Salinas Transit District: public contracting.

Location: SENATE CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Monterey-Salinas Transit District to include all of the County of Monterey, with specified powers and duties related to public transit service. Existing law requires the district to award contracts for the purchase of supplies, equipment, and materials in excess of \$100,000 to the lowest responsible bidder, or to the responsible bidder that provides the best value, as provided. Current law requires the district to obtain a minimum of 3 quotations, as provided, that permit prices and terms to be compared, whenever the expected expenditure required for the purchase of supplies, equipment, or materials exceeds \$2,500 but does not exceed \$100,000. This bill would increase to \$150,000 the monetary threshold for contracts above which the district is required to award contracts to the lowest responsible bidder, or to the responsible bidder that provides the best value, as provided.

Position: Watch

SB 312 Wiener D (Dist. 11) State highways: true warm mix asphalt.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to construct, improve, and maintain state highways. Existing law authorizes the department to provide for the payment of extra compensation to a contractor on a road project, as a bonus for completion prior to the specified time. Until January 1, 2029, this bill would require the department to also provide for the payment of extra compensation, as specified, to a contractor on a road project, as a bonus for using true warm mix asphalt, as defined by this bill. The bill would require the department to submit specified reports to the Legislature on certain findings related to true warm mix asphalt.

SB 405 Cortese D (Dist. 15) Planning and zoning: housing element: inventory of sites: regional housing need.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes specified mandatory elements, including a housing element. Current law also establishes a planning agency in each city and each county with the powers necessary to carry out the Planning and Zoning Law. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development. For a housing element or amendment adopted on or after January 1, 2021, existing law requires the planning agency to submit to the Department of Housing and Community Development an electronic copy of its inventory, as specified. Existing law requires a county or city to submit each revision or amendment of its housing element to the department promptly following adoption of the revision or amendment and requires the department, within 90 days, to review the adopted housing element or amendment and report its findings to the planning agency. This bill would expand the requirement to submit an electronic copy of the above-described inventory to the department to additionally require the planning agency to submit a housing element or amendment prepared on or after January 1, 2021.

SB 411 Portantino D (Dist. 25) Open meetings: teleconferences: neighborhood councils.

Location: SENATE JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill, until January 1, 2028, would authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define “eligible legislative body” for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act.

Position: Watch

SB 493 Min D (Dist. 37) Air pollution: alternative vehicles and electric and hydrogen infrastructure.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Energy Resources Conservation and Development Commission, in consultation with the State Air Resources Board and the Public Utilities Commission (PUC), to prepare a statewide assessment of fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet the goals and requirements of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. Current law also requires the Energy Commission, working with the state board and the PUC, to prepare a statewide assessment of the electric vehicle charging infrastructure needed to support the levels of electric vehicle adoption required for the state to meet its goals of putting at least 5,000,000 zero-emission vehicles on California roads by 2030, and of reducing emissions of greenhouse gases to 40% below 1990 levels by 2030. This bill would require the assessment of the fuel cell electric vehicle fueling infrastructure and fuel production to additionally include an assessment of storage and transport facilities, and the assessment of the electric vehicle charging infrastructure to additionally include electric system infrastructure and electric generation. The bill would expand the scope of the latter assessment to include the electric vehicle charging infrastructure, electric system infrastructure, and electric generation needed for the state to meet the goals of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. The bill would require both assessments to identify any barriers to the deployment of hydrogen infrastructure and any barriers to the deployment of electric infrastructure, respectively, for medium- and heavy-duty fleets and recommendations for addressing those barriers.

SB 517 Gonzalez D (Dist. 33) Economic development: movement of freight.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes GO-Biz to undertake various activities relating to economic development, including the provision of prescribed information. Current law requires the Transportation Agency to prepare a state freight plan that provides a comprehensive plan to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would authorize GO-Biz to serve as the coordinating entity to steer the growth, competitiveness, and sustainability for freight and the supply chain across the

state and to promote and assess the continued economic vitality, economic competitiveness, and sustainability of the freight sector. The bill would also authorize GO-Biz to provide freight and supply chain economic competitiveness information.

SB 523 Laird D (Dist. 17) Santa Cruz Metropolitan Transit District.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the formation of the Santa Cruz Metropolitan Transit District, with specified powers and duties related to the operation of public transit services serving the County of Santa Cruz. Current law authorizes the board of directors of the district to establish a retirement system for the officers and employees of the district. Current law authorizes the board of directors of the district to create a retirement board, to administer the retirement system, of not more than 5 members, as specified. This bill would authorize the retirement board to instead have not more than 7 members.

SB 537 Becker D (Dist. 13) Open meetings: multijurisdictional, cross-county agencies: teleconferences.

Location: SENATE JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law, under the Ralph M. Brown Act, requires that, during a teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice, agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. These circumstances include if a member shows "just cause," including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would expand the circumstances of "just cause" to apply to the situation in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate remotely.

SB 538 Portantino D (Dist. 25) Department of Transportation: Chief Advisor on Bicycling and Active Transportation.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law establishes the Department of Transportation and provides that the Director of Transportation shall perform all duties, exercise all powers and jurisdiction, assume and discharge all responsibilities, and carry out and effect all purposes vested by law in the department, except as otherwise provided by law. This bill would require the director to appoint a Chief Advisor on Bicycling and Active Transportation, to serve as the department's primary advisor on all issues related to bicycle transportation, safety, and infrastructure, as specified.

SB 563 Archuleta D (Dist. 30) Air pollution control districts and air quality management districts: independent special districts: funding.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	C	23.b
	1st House				2nd House								

Current law provides for the establishment of air pollution control districts and air quality management districts. Current law declares a district a body corporate and politic and a public agency of the state, and prescribes the general powers and duties of a district. Current law authorizes a district to receive funding from specified sources, including, but not limited to, grants, permit fees, and penalties. This bill would designate a district as an independent special district for purposes of receiving state funds or funds disbursed by the state, including federal funds.

SB 614 Blakespear D (Dist. 38) Transportation Development Act.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, provides for funding of local public transit systems throughout the state, as provided. The act makes legislative findings and declarations in that regard. This bill would make nonsubstantive changes to the legislative findings and declarations of the act.

SB 617 Newman D (Dist. 29) Public contracts: progressive design-build: local and regional agencies.

Location: SENATE CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project. Current law defines “progressive design-build” as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project. Current law requires the selected entity and its general partners or joint venture members to verify specified information under penalty of perjury. This bill would additionally authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process.

Position: Support

SB 649 Hurtado D (Dist. 16) California Endangered Species Act: incidental take permits.

Location: SENATE N.R. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Endangered Species Act requires the Department of Fish and Wildlife to adopt regulations for issuance of incidental take permits. Existing law prohibits the department from issuing an incidental take permit if issuance of the permit would jeopardize the continued existence of the species. Existing law requires the department to make this determination based on the best scientific and other information that is reasonably available, and to include consideration of the species’ capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. This bill would require the department to make that decision based on a real-time monitoring system, rather than a calendar-based schedule, and to additionally consider the proximity of the species relative to the operation of a facility subject to the permit conditions and the known location of the population relative to the facility subject to the permit.

SB 663 Archuleta D (Dist. 30) California Renewables Portfolio Standard Program: renewable hydrogen.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	23.b
	1st House				2nd House								

Current law establishes the California Renewables Portfolio Standard Program, which requires the Public Utilities Commission to implement annual procurement targets for the procurement of eligible renewable energy resources, which is defined as an electrical generating facility that meets the definition of “renewable electrical generation facility” subject to certain conditions, for all retail sellers, as defined, and requires local publicly owned electric utilities to adopt and implement a renewable energy resources procurement plan to achieve the targets and goals of the program. This bill would include a facility that uses renewable hydrogen, as defined, meeting certain requirements, including a requirement that sellers and purchasers of renewable hydrogen comply with a system for tracking and verifying the use of renewable hydrogen, as a renewable electrical generation facility for purposes of the California Renewables Portfolio Standard Program.

SB 670 Allen D (Dist. 24) State Air Resources Board: vehicle miles traveled: maps.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the state board, in consultation with the Office of Planning and Research and the Department of Transportation, to develop a methodology for assessing and spatially representing vehicle miles traveled and to develop maps accordingly to display average vehicle miles traveled per capita in the state at the local, regional, and statewide level, as provided. The bill would require the state board to adopt the methodology no later than January 1, 2025, and to publish the maps no later than 6 months after the methodology is adopted. The bill would require the state board to update the methodology and maps at least once every 4 years. The bill would require the state board to make the methodology and the maps publicly available on its internet website. Under certain circumstances, the bill would require the state board, in consultation with the Office of Planning and Research, to provide technical assistance with regard to the usage and interpretation of the statewide map to a local agency requesting assistance.

Position: Watch

SB 672 McGuire D (Dist. 2) State highways: parklets.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation to establish a standard fee structure for the application and placement of a parklet on a state highway, as specified. The bill would prohibit the department from charging an encroachment permit fee for the application and placement of a parklet on a state highway. The bill would require the department to consider an encroachment permit application for commercial use. The bill would require the department to comply with applicable state and federal law in establishing the standard fee structure, authorize the department to adjust the fee schedule to comply with applicable state and federal law, and require the department to report to the Legislature if it adjusts the fee schedule to comply with applicable state or federal law, as provided.

SB 677 Blakespear D (Dist. 38) Intercity rail: LOSSAN Rail Corridor.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation, subject to approval of the Secretary of Transportation, to enter into an interagency transfer agreement under which a joint powers board assumes responsibility for administering the state-funded intercity rail service in a particular corridor, including the LOSSAN Rail Corridor. Current law provides for the allocation of state funds by the secretary to a joint powers board under an interagency

transfer agreement based on an annual business plan for the intercity rail corridor and subsequent appropriation from state funds. Existing law requires the joint powers board to submit the annual business plan to the secretary for review and recommendation by April 1 of each year. Current law requires the business plan to include, among other things, a report on the performance of the corridor service, an overall operating plan, short-term and long-term capital improvement programs, funding requirements for the upcoming fiscal year, and an action plan with specific performance goals and objectives. This bill would require the LOSSAN Rail Corridor Agency, as part of the annual business plan submitted to the secretary, to include a description of the effects of climate change on the LOSSAN corridor, to identify projects planned to increase climate resiliency on the corridor, and to discuss possible funding options for those identified projects, as specified. To the extent the bill would add to the duties of the LOSSAN Rail Corridor Agency, the bill would impose a state-mandated local program.

SB 695 Gonzalez D (Dist. 33) Department of Transportation: state highway system: public data portal.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department, beginning November 1, 2024, to annually prepare and make available information and data about activities on the state highway system on a public data portal from the prior fiscal year. The bill would also require the department to prepare and make available, no later than June 30, 2024, data and information about activities on the state highway system on a public data portal covering the period from July 1, 2012, to July 1, 2023. The bill would require the California Transportation Commission to include this data and information in its annual report to the Legislature. The bill would require the department to prepare and make available data and information on a public data portal on planned, pending projects on the state highway system.

SB 706 Caballero D (Dist. 14) Public contracts: progressive design-build: local agencies.

Location: SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services. Current law requires a local agency that uses the progressive design-build process to submit, no later than January 1, 2028, to the appropriate policy and fiscal committees of the Legislature a report on the use of the progressive design-build process containing specified information, including a description of the projects awarded using the progressive design-build process. Current law requires the design-build entity and its general partners or joint venture members to verify specified information under penalty of perjury. This bill would authorize all cities, counties, city and counties, or special districts to use the progressive design-build process for other projects in addition to water-related projects and would extend these provisions until January 1, 2030. The bill would change the required reporting date to no later than December 31, 2028.

Position: Support

SB 710 Durazo D (Dist. 26) Sale of excess state highway property: State Highway Route 710 Terminus.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the California Transportation Commission to relinquish a portion of State Highway Route 710. This bill would require the department to establish and administer a Terminus Regional Planning Committee, as provided, to meet quarterly and complete and submit a report to the Legislature on the issues of traffic and potential land use related to this portion of Route 710.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a city, county, or city and county, with the approval of its legislative body by resolution after public hearing, to acquire, sell, or lease property in furtherance of the creation of an economic opportunity, as defined. Existing law specifies the Legislature's intent regarding those provisions. This bill would authorize a city, county, or city and county, in addition to a sale or lease, to otherwise transfer property to create an economic opportunity. The bill would make related, conforming changes. The bill would additionally state the Legislature's intent is to ensure that residents of the state have access to jobs that allow them to afford housing without the need for public subsidies.

SB 768 Caballero D (Dist. 14) California Environmental Quality Act: vehicle miles traveled: statement of overriding consideration.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA prohibits a public agency from approving or carrying out a project for which a certified EIR has identified one or more significant effects on the environment that would occur if the project is approved or carried out unless the public agency finds either (1) changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant effects on the environment, (2) those changes or alterations are within the jurisdiction of another public agency and have been, or can and should be, adopted by the other agency, or (3) specific economic, legal, social, technological, or other considerations make infeasible the mitigation measure or alternatives identified in the EIR and the public agency finds that those specific considerations outweigh the significant effects on the environment, commonly known as a statement of overriding consideration. This bill would provide that a public agency, in approving or carrying out a housing development project, as defined, a commercial project, or an industrial project, is not required to issue a statement of overriding consideration for significant effect on the environment identified by a project's vehicle miles traveled or similar metrics if the lead agency has imposed all feasible mitigation measures on the project and it finds no feasible alternatives to the project..

SB 790 Padilla D (Dist. 18) Public records: contracts for goods and services.

Location: SENATE CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Public Records Act requires public records to be open to inspection at all times during the office hours of the state or local agency that retains those records, and provides that every person has a right to inspect any public record, except as provided. The act requires state and local agencies to make public records available upon receipt of a request for a copy that reasonably describes an identifiable record not otherwise exempt from disclosure, and upon payment of fees to cover costs. This bill would provide that any executed contract for the purchase of goods or services by a state or local agency, including the price and terms of payment, is a public record subject to disclosure under the act.

SB 825 Limón D (Dist. 19) Local government: public broadband services.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would add metropolitan planning organizations and regional transportation planning authorities to that list of local government agencies included in the definition of “local agency.”

SB 849 Stern D (Dist. 27) Air pollution: emissions from ports.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under existing law, the State Air Resources Board has adopted the Ocean-Going Vessels At Berth Regulation to increase emissions reductions from oceangoing vessels at berth in state ports to provide more air quality and health benefits to the people living and working in and around California’s busiest seaports. This bill would state the intent of the Legislature to enact subsequent legislation to reduce emissions at the ports of California.

SBX1 1 Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Total Measures: 94

Total Tracking Forms: 94

Minute Action

AGENDA ITEM: 24

Date: June 7, 2023

Subject:

Election of Officers for Fiscal Year 2023/2024

Recommendation:

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

- A. Receive Nominating Committee recommendations for Board President and Vice President.
- B. Conduct elections for Board President and Vice President.

Background:

The San Bernardino County Transportation Authority (SBCTA) Administrative Code, adopted by Ordinance No. 17-001 on June 7, 2017, provides the process for the election of officers (SBCTA Admin. Code §§ 2-01-130, 2-01-050). The process is initiated by the selection of a seven member Nominating Committee. The Nominating Committee consists of one (1) member of the County Board of Supervisors and two (2) members from each of the three (3) Subareas: East Valley, West Valley and Mountain/Desert. The current Board President is automatically included as a member of the Nominating Committee representing either the County or their respective subarea.

On May 3, 2023, the subareas convened caucuses to select their representatives to serve on the Nominating Committee. The members of the Nominating Committee are: Helen Tran, City of San Bernardino, and Bobby Duncan, City of Yucaipa, representing the East Valley; Eunice Ulloa, City of Chino, and Dennis Michael, City of Rancho Cucamonga, representing the West Valley; Daniel Ramos, City of Adelanto, and Art Bishop, Town of Apple Valley, representing the Mountain/Desert; and Curt Hagman, representing the County Board of Supervisors.

The Nominating Committee will announce their recommendations at the June 7, 2023 Board of Directors meeting. The Board of Directors will then vote to select the Board President and Vice President. The President and Vice President will take office at the next regular Board meeting subsequent to the election. The persons elected as President and Vice President of the SBCTA Board will also serve as President and Vice President of the San Bernardino Associated Governments (SBCOG) Board in accordance with the SBCOG Bylaws.

Financial Impact:

This item does not impact the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Responsible Staff:

Art Bishop, Town of Apple Valley

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

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Approved
Board of Directors
Date: June 7, 2023
Witnessed By:

Minute Action

AGENDA ITEM: 25

Date: June 7, 2023

Subject:

Executive Director Employment Contract Amendment

Recommendation:

Approve Amendment No. 9 to Employment Contract No. C12222 with Executive Director Raymond W. Wolfe.

Background:

Annually, the Board of Directors (“Board”) reviews and evaluates the performance of the Executive Director for purposes of determining compensation increases, if any, and possible extensions to his employment contract term.

After the Board’s evaluation of the performance of the Executive Director on May 3, 2023, and in recognition of his exemplary performance, the Board approved the following, which shall become effective June 17, 2023:

- Increasing the Executive Director’s annual salary to \$370,862.31; and
- Extending the term of the Executive Director’s employment contract to April 9, 2028.

This item is brought pursuant to subdivision (c)(3) of Government Code § 54953.

Financial Impact:

This item is consistent with the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

The increase to the Executive Director’s annual compensation was reviewed and recommended by the Board of Directors in Closed Session on May 3, 2023. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:

Art Bishop, Town of Apple Valley

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

**NINTH AMENDMENT TO SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT NO. C12222
(C12222-09)**

This Ninth Amendment to the Executive Director Employment Contract No. C12222 (Contract) is made and entered into this _____ day of June, 2023, by and between Raymond W. Wolfe (Employee) and San Bernardino County Transportation Authority (SBCTA or Employer).

RECITALS

- A. On March 7, 2012, the Board of Directors approved an Employment Contract (Contract No. C12222) with Employee (“Contract”).
- B. The Contract provides that the Board shall annually review Employee’s performance and his compensation level and consider extending his Contract term.
- C. On June 5, 2013, the Board approved a First Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- D. On May 6, 2015, the Board approved a Second Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- E. On September 7, 2016, the Board approved a Third Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- F. On July 12, 2017, the Board approved a Fourth Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- G. On July 11, 2018, the Board approved a Fifth Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- H. On June 5, 2019, the Board approved a Sixth Amendment to the Contract adjusting Employee’s compensation and extending the Contract term.
- I. On May 5, 2021, the Board approved a Seventh Amendment to the Contract extending the Contract term to April 9, 2026.
- J. On June 1, 2022, the Board approved an Eighth Amendment to the Contract adjusting Employee’s compensation and extending the Contract term.
- K. In recognition of Employee’s performance, the Board desires to amend Employee’s Contract to extend its term and to adjust his salary effective June 17, 2023.

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated herein, the Parties desire to amend the Contract as follows:

1. Pursuant to Paragraph B of Section 8 of the Contract, the Contract term is extended by one year. Section 1 of the Contract is amended and resatated as follows:

“SECTION 1. TERM

The term of this Agreement shall be through April 9, 2028, subject to extensions as provided in Section 8, and subject to the early termination provisions as provided in Section 9. Employee serves at the pleasure of SBCTA’s Board of Directors.”

2. Paragraph A of Section 3 of the Contract is amended and restated as follows:

“SECTION 3. SALARY AND COMPENSATION

A. For the services rendered under this Contract, Employee’s annual salary shall be Three Hundred Seventy Thousand Eight Hundred Sixty-Two Dollars and Thirty-One Cents (\$370,862.31) effective June 17, 2023, which shall be paid in the same manner and at the same time as all other salaries of SBCTA employees.”

3. The Contract is incorporated into this Ninth Amendment.

4. All other terms and conditions of the Contract not expressly amended by this Ninth Amendment shall remain the same.

5. This Ninth Amendment is the full and complete understanding of the Parties regarding the rights and obligations of the Parties with respect to Employee’s provision of services.

This Ninth Amendment is duly executed by the Parties on the dates indicated below.

SBCTA/EMPLOYER

EMPLOYEE

Art Bishop, Board President

Raymond W. Wolfe

Date:_____

Date:_____

APPROVED AS TO FORM

Julianna K. Tillquist
General Counsel

Date:_____

Minute Action

AGENDA ITEM: 26

Date: June 7, 2023

Subject:

SBCTA Proposed Fiscal Year 2023/2024 Budget

Recommendation:

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

- A. Conduct the Public Hearing for the Fiscal Year 2023/2024 Proposed Budget; and
- B. Adopt the SBCTA Fiscal Year 2023/2024 Budget; and
- C. Approve the Fiscal Year 2023/2024 Budget Action Plan.

The Proposed Fiscal Year 2023/2024 Annual Budget is being provided as a separate attachment.

Background:

The development of the Fiscal Year 2023/2024 Budget is now complete. The proposed budget document was distributed to members of the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) prior to the Budget Workshop held during the Board meeting on May 3, 2023. SBCTA's budget process is structured to provide the maximum level of input from all SBCTA policy committees. SBCTA staff provided a budget overview for each program. Each policy committee reviewed the tasks that relate to the functional areas of committee oversight and each task has been reviewed by at least one of the policy committees.

SBCTA's budget process includes a review of the Board's direction as it relates to short-term goals and how it integrates with the agency's long-term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short-term goals as set forth in the fiscal year budget. The Budget Action Plan for Fiscal Year 2023/2024 has been incorporated in the budget document, on which the Executive Director will provide quarterly updates.

For purposes of preparing an annual budget, San Bernardino Associated Governments (SBCOG) is a blended component unit of SBCTA, and its estimated revenues and appropriations are reflected in the proposed budget. SBCTA develops a program-based budget, which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2023/2024 Budget. Fiscal Year 2023/2024 estimated revenues are \$912,760,566 and carryover balances are \$648,898,009, which together are used to fund the largest ever appropriations proposed at \$1,159,916,302, and transfers are \$175,083,078.

Changes/Updates to Budget Document

The following are significant items included in the Fiscal Year 2023/2024 Budget:

- Commencement of express lanes operations expected in late 2023 or early 2024. Appropriations and estimated toll revenues are included in the budget.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

Page 2

- The Board approved creation of a new program and task for Council of Governments activities.
- The indirect cost fund is funded from various Measure I programs, Local Transportation Fund, Service Authority for Freeway Emergencies, Council of Governments funds, and Express Lanes Operation enterprise fund as shown on page 304 of the budget document. A portion of the estimated carry-over fund balance for the indirect cost fund totaling \$1.1 million is reserved for emergencies and future improvements of the Santa Fe Depot and upgrades to information technology systems.
- Reserves of \$63.2 million are established as per policy for the Measure I Funds, the Local Transportation Fund, and the State Transit Assistance Fund. A reserve to potentially pay off the net pension liability is shown on page 81 of the budget document. Staff will engage San Bernardino County Employees' Retirement Association to conduct an actuarial review of the amount of net pension liability and pre-payment options. Staff will present a recommendation to Board of Directors based on the study.
- Transfers in and out of \$175.1 million represent cash transfers between funds. The purpose of the transfers are to fund various rail projects, planning and transit activities, debt service payments, and indirect costs as shown on page 55 of the budget document. Transfers also include \$62,647,362 from the Express Lanes Operation enterprise fund to the Measure I Freeway fund where the construction costs are recorded. The cash is drawn from the United States Department of Transportation loan under the Transportation Infrastructure Finance and Innovation Act program for the construction phase of the I-10 Contract 1 Project.
- Allocation of debt service by program area is provided on page 289 of the budget document.
- Budgeted cash flow borrowing for Fiscal Year 2023/2024 from Cajon Pass Program to Measure I Interchange Program for \$22,149,455 to cover appropriations and net pension liability allowed per Measure I 2010-2040 Expenditure Plan and Policy No. 40021.

The proposed regular full-time equivalent positions total 84, an increase of one position from the current fiscal year. The new position, Procurement Analyst III, will provide additional support with the increase in volume and complexity of procurements. Also proposed is to change the title of two existing Procurement Analyst positions to Procurement Analyst II to create a Procurement Analyst series. The budget includes reclassifications for three positions: Clerk of the Board/Administrative Supervisor upgrading to Clerk of the Board/Administrative Manager, Council of Governments and Equity Programs Manager upgrading to Chief of Council of Governments and Equity Programs, and upgrading range for the Director of Planning position.

The budget includes the following benefit increase impacting salaries and benefits:

- \$657,012 to allow the Executive Director to grant merit increases of up to 5.0%.
- \$647,692 to apply market adjustments to employees in select classifications identified to be below market as a result of a compensation study.
- \$18,848 for a new longevity pay benefit of 2% for employees with at least fifteen consecutive years of service.
- \$1,100/year increase to the medical premium subsidy.

Board of Directors Agenda Item

June 7, 2023

Page 3

The proposed budget reflects a balanced budget with estimated new revenues and use of fund balance or carryover balances from prior years covering appropriations. This results in a strong cash position with projected ending fund balances of \$401.7 million that includes establishing reserves of \$63.2 million from various funds.

Financial Impact:

Budget estimated new revenues are \$912,760,566, use of carryover balances are \$247,155,736, appropriations are \$1,159,916,302, and transfers are \$175,083,078. The budget will establish the work program and financial framework to guide the organization throughout Fiscal Year 2023/2024.

Reviewed By:

The proposed budget was presented for review at the Board of Directors Budget Workshop held during the Board meeting on May 3, 2023. Since the workshop, minor and non-material changes have been made to the proposed budget document. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Initiative #1: Transparent and Accountable Allocation Strategies			
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients			
1A	Manage and communicate with Audit firm to plan and complete annual audits.	Manage and complete audits - Q2	Finance
	Monitor progress of audits.	Monitor audit until complete - Q2	
	Inform Committees and Board of status of audits.	Committee and Board - Q3	
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Award consultant contract for preparation of TDA triennial performance audits - Q1	Fund Administration
		Present TDA triennial performance audits to the SBCTA Board - Q4	Fund Administration, Transit
Division Strategy: Use strategic programming to ensure that no funds are lost			
1B	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	Fund Administration, Project Delivery, Transit, Planning
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds awards, Local Partnership Program formula share, and State Transportation Improvement Program (STIP) for I-15 Express Lanes Contract 1 - Q2	Fund Administration
		Request allocation or extension of competitive grant funds (if awarded) for I-10 Contract 2 - Q4	
		Request allocation or extension of competitive grant funds (if awarded) for US-395 Phase 2 - Q4	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2024/2025 - Q4	
	Work with SBCTA staff, local agencies, transit operators, and Caltrans to prepare project submittals for inclusion in the 2025 Federal Transportation Improvement Program (FTIP) ensuring consistency with the Regional Transportation Plan and financial constraint requirements.	Coordinate to collect and submit necessary information to SCAG for 2025 FTIP development - Q3	
	Monitor approval of 2024 State Transportation Improvement Program (STIP).	Participate in development of the 2024 STIP Guidelines to seek to align STIP programming with the 2023 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2024 STIP – Q3	
Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds			
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Nominate projects to SCAG for programming of federal formula funds in accordance with the 2023 Update to the 10-Year Delivery Plan and the 10-Year Plan for transit operators' implementation of the zero emission bus mandate - Q3	Fund Administration, Project Delivery, Transit
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects			
1D	Establish plan for 2024 sales tax revenue bond program through development of the 2023 Update to the 10-Year Delivery Plan.	Present current status of Measure I Programs and proposed projects for inclusion in 2023 Update to the 10-Year Delivery Plan to Policy Committees - Q1	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Present final 2023 Update to the 10-Year Delivery Plan to the Board for approval - Q2	
		Monitor implementation of the 2023 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing	
Division Strategy: Manage geographic equity in fund distribution across the county			
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Monitor results of SCAG project selection for federal formula funds and ensure long-term equity between subareas of San Bernardino County is maintained - Q4	Fund Administration
Division Strategy: Manage SBCTA railroad right of way in an efficient and comprehensive fashion			
1F	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Transit
Initiative #2: Engender Public Trust			
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)			
2A	Plan meeting at interim field work with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Finance
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting			
2B	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	GFOA Award submittal - Q3	Finance
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures			
2C	Complete agreed upon procedures (AUP) for Measure I programs.	AUP to be completed - Q3	Finance
Division Strategy: Obtain Distinguished Budget Presentation Award			
2D	Apply for GFOA award for annual budget.	GFOA Award submittal - Q1	Finance
Division Strategy: Complete internal control self-assessment to identify areas of improvement.			
2E	Complete review of annual internal control self-assessment (AICA).	Review of AICA - Q3	Finance

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Division Strategy: Implement the Records Retention Schedule			
2F	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Executive Administration and Support
		Identify the retention period for all remaining boxes located at SBCTA offsite storage - Q4	
		Automate at least four (4) records series in Laserfiche -one per quarter - Q4	
		Finalize File Plans for SharePoint files for four (4) departments - one per quarter - Q4	
Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities			
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit			
3A	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Continue to explore a Housing Trust for our region as a way to leverage additional funds for affordable housing. Work with CCMTAC in Q1/Q2 and report to Board on possible actions and funding.	COG
	Partner with local and government agencies to improve opportunities in workforce development.	Work with state, County and cities to expand participation of our Business to Business event as a tool for improving access for smaller businesses - Event scheduled in Q2.	
	Establish Housing Trust JPA, pending Board approval and successful REAP application.	Execute JPA with member agencies - Q3	
		Review draft Administrative Plan - Q4	
	Smart County Master Plan.	Complete draft of Early Action Plan - Q1	Transit
Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing		
Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG			
3B	Plan annual City/County Conference.	In person conference set for Spring 2024.	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing monthly meeting	
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding			
3C	Host grant writing workshop for our members and other local government partners.	Host Workshop - Q3	COG
	Communicate grant opportunities to member agencies.	Provide updates to member agencies on new grant opportunities.	
Division Strategy: Assist local governments with environmental and efficiency initiatives			
3D	Develop a plan to replace the EV chargers where needed at the Depot.	Q2	Management Services, Transit
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants when available in monthly grant updates.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Implement energy programs in partnership with local jurisdictions in three focus areas: Public Sector, Workforce Education and Training, and Codes and Standards - Ongoing	
Initiative #4: Accelerate Delivery of Capital Projects			
Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service			
4A	Complete project close-out	Q2	Transit
Division Strategy: Support Delivery the West Valley Connector Phase I			
4B	Start construction	Q1	Transit
Division Strategy: Produce Zero Emission Multiple Unit			
4C	Begin ZEMU testing in US	Q2	Transit
	Start construction of hydrogen fuel station	Q2	
	Start construction of maintenance facility retrofit	Q1	
Division Strategy: Deliver the Tunnel to ONT Project			
4D	Environmental Document approval	Q4	Transit
	Award design-build contract	Q4	
Division Strategy: Delivery of Capital Projects			
4E	Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:		Project Delivery
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	PS&E approval - Q1	
	SR-210 Waterman Avenue	PS&E approval - Q1	
	I-215 Bi-County Landscaping	PS&E approval - Q2	
	I-10 Mount Vernon Avenue	PS&E approval - Q2	
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q4	
	US-395 Widening Project - Phase 2	PS&E approval - Q4	
Division Strategy: Delivery of Capital Projects			
4F	Construction Milestones:		Project Delivery
	I-10 Eastbound Truck Climbing Lane	Start construction - Q1	
	I-215 University Parkway	Start construction - Q2	
	SR-210 Waterman Avenue	Start construction - Q2	
	I-215 Bi-County Landscaping	Start construction - Q3	
	Metrolink ATP - Phase 2	Start construction - Q3	
	I-10 Mount Vernon Avenue	Start construction - Q4	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q4	

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Division Strategy: Delivery of Express Lanes Project			
4G	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction - Q3	Project Delivery
	I-10 Express Lanes Contract 1 Toll Collections	Revenue Service Commencement Readiness - Q2	Toll Operations
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q4	Project Delivery
Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments			
Division Strategy: Conduct regional forums to discuss issues of importance across our region			
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Legislative/Public Affairs
Division Strategy: Operate and Maintain SB Express Lanes			
5B	I-10 Express Lanes Contract 1 Operations and Maintenance.	Ongoing starting Q3	Toll Operations
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options			
Division Strategy: Build awareness of SBCTA programs and services			
6A	Highlight Measure I's contributions to the region's transportation system.	Ongoing: Annual state of transportation event; monthly blog series "Measure I (Impact)".	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Ongoing: Employee spotlight blog series.	Legislative/Public Affairs
Division Strategy: Leverage and grow public outreach and communication services			
6B	Continue to enhance traditional and social media presence.	Ongoing: providing project updates, alerts, and information.	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract, and Redlands Passenger Rail Project Outreach Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing: providing services for Mt. Vernon Viaduct, I-10 Express Lanes, 210 freeway, Redlands Passenger Rail Project.	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing: provide assistance with presentations, graphics (i.e. Budget Book), and collateral materials.	Legislative/Public Affairs, Fund Administration
Division Strategy: Highlight transit options in San Bernardino County			
6C	In partnership with transit operators, highlight transit connectivity options in the region.	Ongoing: provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Legislative/Public Affairs, Transit
Division Strategy: SB Express Lanes Customer Support			
6D	Open SB Express Lanes Walk-In Center.	Q2	Toll Operations
	SB Express Lanes Website Live.	Q2	Toll Operations
Initiative #7: Long Range Strategic Planning			
Division Strategy: Analyze long range transportation strategy in a financially constrained framework			
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft Existing Conditions Report - Q2	Planning, Transit, Fund Administration
		Vision Document and Scenario Analysis - Q4	
	Complete San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Provide input to the Draft RTP/SCS - Q2	Planning, Fund Administration
		Provide comments and final input to the RTP/SCS - Q3	
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice			
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Planning, Fund Administration
Division Strategy: Provide current, quality planning data			
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Multiple analysis/mapping efforts conducted for Project Delivery, Transit and Air Quality/Mobility - Ongoing	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	
		VMT/Land Use Model and Scenario Samples - Q2	
		Final Documentation & Presentation - Q4	
7D	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Planning
Division Strategy: Conduct subarea and modal studies			
7D	State Route 247/62 Emergency Bypass Lane Study.	Initiate study - Q3	Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare two PSR-PDS documents (Project Study Report - Project Development Support): One for near-term and one for long-term - Q2	
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications			
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines			
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, etc.), federal (e.g. RAISE, INFRA/Mega, etc.) and other funding.	Senate Bill 1 (SB1) Grants Identified - Q2	Planning, Fund Administration
		Other state and federal grants - Ongoing	

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies			
8B	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743, subject of funding.	Apply for REAP 2.0 VMT Mitigation Bank Funding - Q1	Planning
		Start MOU/RFP Process - Q2/Q3	
	Work with California Department of Fish and Wildlife (CDFW) and other stakeholders to complete the Regional Conservation Investment Strategy (RCIS), subject to Board approval.	Final submittal to CDFW - Q4	
	Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Apply for REAP 2.0 Planning Funding - Q1	
		Work with SCAG on REAP 2.0 application to California Housing and Community Development - Q2	
Division Strategy: Prepare effective active transportation plans			
8C	Develop Active Transportation Plans for the Safe Routes to School Program (with SBCSS and the County DPH).	Begin outreach to schools - Q1	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Award announcements - Q1	
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant			
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion - Q4	Planning, Project Delivery
	Create Active Transportation Project Prioritization List based on input from local jurisdictions and assessment of funding opportunities.	Completion - Q2	Planning
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network			
8E	Implement a mobile call box program for 511 program.	Award program implementation contract. Needs to occur after call handling contractor has been secured and able to implement systems/program - Q4	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	
	Maintain the SB County Call-Box System.	Ongoing	
	Merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Q2	Transit
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.			
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA's, to identify key activities for inclusion in the SBCTA LRMTF, and proposed Fiscal Year 2022/2023 budget based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Transit, Fund Administration, Legislative/Public Affairs
Initiative #9 Meet Equity Goals of SBCTA/SBCOG			
Division Strategy: Ensure Equity goals met for internal structure and policies			
9A	Begin Equity Policy Framework to establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Begin project following procurement - Q2	COG
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies.			
9B	Outdoor Equity Program, pending funding agreement from state department of parks.	Begin Program - Q1	COG
	Small Business Training Program	Finish study - Q1	COG

Minute Action

AGENDA ITEM: 27

Date: June 7, 2023

Subject:

Appropriations Limitation for Fiscal Year 2023/2024

Recommendation:

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

Adopt Resolution No. 23-047 establishing an appropriations limit of \$1,610,367,270 for Fiscal Year 2023/2024.

Background:

Article XIII B of the California Constitution specifies that the appropriations limit of state and local governments shall be set by resolution annually and may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above-mentioned requirements, Resolution No. 23-047 setting the appropriations limit for the San Bernardino County Transportation Authority (SBCTA) has been prepared and is attached for review and adoption. The California Department of Finance provides the percentage change over the prior year for the per capita personal income and the annual percentage change in population. This factor, multiplied by the approved prior year appropriations limit, establishes SBCTA's Fiscal Year 2023/2024 appropriations limit at \$1,610,367,270. The annual establishment of an appropriations limitation excludes federal grant funds from the calculation.

The previous limit approved by the Board of Directors was \$1,540,058,546. Resolution No. 23-047 adjusts the limit to \$1,610,367,270. The increase from the prior year is due to a 4.44% increase in per capita personal income and 0.12% increase in County population over the prior year.

Financial Impact:

This item imposes no financial impact. The Proposed Fiscal Year 2023/2024 Budget is well below the proposed appropriations limit.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its June 7, 2023, meeting, in conjunction with the adoption of the Fiscal Year 2023/2024 Budget. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority



May 2023

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

Attachment: Price Factor and Population Information FY 2024 (9576 : Appropriations Limitation for Fiscal Year 2023/2024)

May 2023

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: $1.0444 \times 0.9965 = 1.0407$

Fiscal Year 2023-24

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2022-2023	1-1-22	1-1-23	1-1-2023
San Bernardino				
Adelanto	0.65	36,420	36,656	36,656
Apple Valley	-0.37	75,277	74,996	74,996
Barstow	-1.96	24,768	24,283	24,918
Big Bear Lake	-0.43	4,935	4,914	4,914
Chino	0.69	88,564	89,171	93,137
Chino Hills	-0.70	77,601	77,058	77,058
Colton	-0.67	53,513	53,154	53,154
Fontana	0.58	212,616	213,851	213,851
Grand Terrace	-0.73	12,908	12,814	12,814
Hesperia	0.19	99,855	100,041	100,041
Highland	-0.53	56,283	55,984	55,984
Loma Linda	-0.03	25,198	25,191	25,228
Montclair	-0.51	37,688	37,494	37,494
Needles	-0.77	4,793	4,756	4,756
Ontario	1.14	178,682	180,717	180,717
Rancho Cucamonga	-0.31	174,090	173,545	173,545
Redlands	-0.40	72,259	71,972	71,972
Rialto	-0.41	103,406	102,985	102,985
San Bernardino	1.25	219,218	221,949	223,230
Twentynine Palms	-0.94	15,687	15,539	25,929
Upland	-0.50	78,771	78,376	78,376
Victorville	0.90	132,189	133,384	137,193
Yucaipa	-0.46	54,242	53,991	53,991
Yucca Valley	-0.35	21,712	21,635	21,635
Unincorporated	-0.45	290,306	289,011	297,482
County Total	0.12	2,150,981	2,153,467	2,182,056

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment: Price Factor and Population Information FY 2024 (9576 : Appropriations Limitation for Fiscal Year 2023/2024)

Fiscal Year 2023-24

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023

County	<u>Percent Change</u> 2022-23	<u>--- Population Minus Exclusions ---</u> 1-1-22	1-1-23
Napa			
Incorporated	-0.97	111,917	110,833
County Total	-0.99	134,274	132,945
Nevada			
Incorporated	0.25	33,423	33,506
County Total	-0.26	100,926	100,667
Orange			
Incorporated	-0.46	3,018,568	3,004,808
County Total	-0.46	3,151,305	3,136,922
Placer			
Incorporated	0.59	296,653	298,408
County Total	0.21	409,441	410,305
Plumas			
Incorporated	-1.64	2,129	2,094
County Total	-1.23	19,232	18,996
Riverside			
Incorporated	0.24	2,024,892	2,029,837
County Total	0.34	2,423,020	2,431,270
Sacramento			
Incorporated	0.44	965,442	969,714
County Total	-0.02	1,568,532	1,568,233
San Benito			
Incorporated	0.53	44,674	44,913
County Total	0.19	65,543	65,666
San Bernardino			
Incorporated	0.20	1,860,675	1,864,456
County Total	0.12	2,150,981	2,153,467

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment: Price Factor and Population Information FY 2024 (9576 : Appropriations Limitation for Fiscal Year 2023/2024)

RESOLUTION NO. 23-047

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023/2024

WHEREAS, Article XIII B of the California Constitution and Sections 7900 through 7913 of the California Government Code require the governing body of each local government to annually determine and establish, by resolution, an appropriations limit; and

WHEREAS, the appropriations limit is applicable to the proceeds of taxes levied by or for a local government entity and interest earned on such proceeds, and from the proceeds of state subventions to that local government entity.

NOW, THEREFORE, BE IT RESOLVED, by the San Bernardino County Transportation Authority:

Section 1. Pursuant to Section 7902(b) of the California Government Code and California Constitution Article XIII B, the appropriations limit for San Bernardino County Transportation Authority for Fiscal Year 2023/2024 is hereby determined to be and is established as \$1,610,367,270.

Section 2. This resolution is effective upon the date adopted.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on June 7, 2023.

Art Bishop, President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 28

Date: June 7, 2023

Subject:

Award Contract No. 23-1002932 for Banking and Credit Card Services

Recommendation:

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

A. Authorize the Executive Director, or his designee, to finalized and execute Contract No. 23-1002932, upon approval as to form by SBCTA General Counsel, with Wells Fargo Bank, N.A., for Banking and Credit Card Services, for an amount not-to-exceed \$25,000 for three years, with two one-year options.

B. Authorize the Executive Director, or his designee, to execute any other documents, agreements and amendments necessary for Wells Fargo Bank, N.A.'s continued provision of services, on or after the Effective Date of Contract No. 23-1002932, upon approval as to form by SBCTA General Counsel, and to otherwise act on behalf of SBCTA with respect to Contract No. 23-1002932 and the services provided pursuant to it.

Background:

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 23-1002932 on February 14, 2023, seeking a bank knowledgeable and experienced to provide Banking and Credit Card Services.

The RFP notification for this project was received by 148 consultants registered on PlanetBids and was downloaded by 13 firms.

On March 21, 2023, SBCTA received two proposals, one from Citizens Business Bank and the other from Wells Fargo Bank, N.A.

The Evaluation Committee (Committee) consisted of three SBCTA staff. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. Each panel member independently read and scored each firm's proposal and on April 6, 2022, the Committee met to evaluate and rank the firms based on qualifications, related experience, reference scores, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 35 points, Proposed Staffing and Project Organization – 25 points, Work Plan - 30 points, and Price - 10 points, for a total of 100 points.

On April 13, 2023, Citizens Business Bank and Wells Fargo Bank, N.A. were invited to interviews to further assess their firms' capabilities in being able to fulfill the obligations of the scope of work. The Committee independently scored each firm based on the firms' answers to questions.

The interview and technical proposal were weighted 60% and 40%, respectively. Wells Fargo Bank, N.A., was ranked number one. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 23-1002932, be awarded

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

Page 2

to Wells Fargo Bank, N.A. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid proposal and team.

In conclusion, staff recommends award of the contract to Wells Fargo Bank, N.A. for a term through June 30, 2026, with two one-year options. It is anticipated this agreement will not exceed \$25,000 for the five-year term. The scope of work for this contract is attached. Staff further recommends that the Board of Directors authorize the Executive Director, or his designee, to finalize and execute Contract No. 23-1002932, upon approval as to legal form by SBCTA General Counsel, as well as any other documents, agreements, and amendments required for Wells Fargo Bank, N.A. to provide the services which are subject of the Contract.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget and the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Contract No.:	<u>23-1002932</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03218</u>	Vendor Name:	<u>Wells Fargo NA</u>
Description:	<u>Banking and Credit Card Services</u>		

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	25,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	25,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	25,000.00

Board of Directors	Date: 06/07/2023	Board	Item # 9542
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 06/07/2023

Board

Item # 9542

Contract Management (Internal Purposes Only)

Other Contracts

Sole Source? No

N/A

Local

Professional Services (Non-A&E)

N/A

Accounts Payable

Estimated Start Date:	06/30/2023
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Expiration Date: 06/30/2026

Revised Expiration Date:

NHS: N/A

QMP/QAP: N/A

Prevailing Wage: N/A

[illegible]

Lisa Lazzar

Hilda Flores

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Most of the expenses will be covered by the earnings credit from the Peg Balance.

Exhibit A SCOPE OF WORK

The bank institution shall:

- Establish demand deposit accounts necessary to meet banking requirements of SBCTA. At present, two accounts are used, one checking and one money market.
- Provide an overnight investment service for excess cash balances in the demand accounts. Typically, \$3-10 million is available for overnight investment.
- Disburse funds via wire transfer or ACH transactions upon on-line request of an authorized person.
- Provide stop payment services, via on-line request.
- Provide automated balance and statement reporting for all of SBCTA accounts. Statement cutoff is last day of the month, statements available no later than the 5th business day of the following month.
- Provide bankcard services with average limits of \$5,000 for fourteen SBCTA Directors, including safe online account access.
- Collateralize all collected balances, in excess of balances insured by Federal Deposit Insurance Corporation (FDIC), as required by Sections 53600 and 53635 of the California Government Code.
- Provide check printing/ACH processing services based on file received from SBCTA and positive pay
- Provide access to safe electronic check deposit.
- Work with Enterprise Resource Planning (ERP) vendor and SBCTA on update related to SBCTA ERP system implementation during contract period, if applicable.

ACCOUNT DESCRIPTION

SBCTA deposits over \$300,000,000 annually to its demand accounts. SBCTA issues accounts payable checks in excess of \$550,000,000 annually. SBCTA general business requires 2 demand accounts, consisting of 1 checking and 1 money market.

Minute Action

AGENDA ITEM: 29

Date: June 7, 2023

Subject:

Amendment No. 4 to Contract No. 18-1001930 with Knightscope, Inc. for Call Box Maintenance Services

Recommendation:

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

A. Approve Amendment No. 4 to Contract No. 18-1001930 with Knightscope, Inc., to extend the term by three months through September 30, 2023.

B. Approve a waiver of the five-year maximum contract term for Contract No. 18-1001930, as defined in Policy No. 11000, to allow Knightscope, Inc., to continue to provide Call Box Maintenance Services.

Background:

In June 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Contract No. 18-1001930 with CASE Systems, Inc. to provide Call Box Maintenance Services. In September 2018, CASE Systems, Inc. changed the company name to CASE Emergency Systems (CASE).

Call Box Maintenance Services consist of providing ongoing, corrective, preventative maintenance, knockdowns, vandalism repairs, temporary removal, temporary relocation and reinstallation of call boxes, all ensuring the functionality of this essential public safety service, which provides service to connect a stranded motorist who may not have a cell phone and/or cellular phone coverage.

The Call Box Program consists of approximately 777 call boxes located throughout San Bernardino County, with approximately 32 call boxes located in the “urban” areas of San Bernardino County, and approximately 745 call boxes located in the “rural” areas of San Bernardino County. Call boxes in the “urban” region are predominately located along freeway transition areas. Call boxes located in the rural areas may assist motorists where there is no standard mobile phone cellular coverage, or the coverage is poor and inconsistent. Call boxes are placed on 14-foot poles with high-powered antennas and are able to connect with cellular signals in many of the remote areas of San Bernardino County.

The call box industry, including maintenance and operations, is a limited specialized field of service. CASE has more than 20 years of experience and knowledge with call box systems and technical requirements.

In October 2022, Knightscope, Inc. (Knightscope) acquired CASE through an asset purchase. However, through the transition process Knightscope notified SBCTA staff in March 2023 that the required Department of Industrial Relations (DIR) registration and the California Department of Transportation (Caltrans) Encroachment Permit could not be transferred from CASE to Knightscope. SBCTA staff subsequently issued a stop work order to Knightscope. This stop work order is in effect until Knightscope is in compliance with and remedies the contractual

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

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licensing provisions of Article No. 7 to Contract No. 18-1001930, which states the following: *“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.”*

In May 2023, Knightscope received their DIR registration. More recently, Caltrans has advised that a dual encroachment permit, i.e., permits issued to both SBCTA and the call box maintenance consultant, is no longer necessary; as such, Knightscope does not need a separate encroachment permit from Caltrans and can rely on the Caltrans Form 429 Contractor’s Authorization Form.

Contract No. 18-1001930 with Knightscope expires on June 30, 2023. Based upon research conducted by staff, it was determined that Knightscope is the only call box maintenance provider in the State of California. Therefore, the purpose of a no-cost extension is to allow time for a sole source procurement with Knightscope to provide on-going Call Box Maintenance Services. Staff plans to bring the proposed sole source contract to the September 2023 SBCTA Board meeting.

Authorizing an amendment without undergoing a new competitive process is allowed under SBCTA Procurement Policy No. 11000 (Section V.C.3.d.iii) without an additional procurement *“[w]here the consultant, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required.”* Knightscope has the specialized knowledge and experience with the call box system requirements. They have the unique and specialized technical expertise to perform the crucial Call Box Maintenance Services.

Therefore, staff is recommending approval of Amendment No. 4 to Contract No. 18-1001930 with Knightscope for Call Box Maintenance Services to extend the contract termination date to September 30, 2023. This contract amendment will be contingent upon verification of the required licenses and permits to provide this service. This extension will ensure that there is no disruption in service to the motoring public.

Financial Impact:

This item has no impact on the Fiscal Year 2022/2023 Budget or the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Responsible Staff:

Cheryl Chesnut, Energy Project Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Contract No:	<u>18-1001930</u>	Amendment No.:	<u>4</u>
Contract Class:	<u>Payable</u>	Department:	<u>Air Quality and Mobility</u>
Vendor No.:	<u>03860</u>	Vendor Name:	<u>Knightscope, Inc.</u>
Description:	<u>Call Box Maintenance Services</u>		

Dollar Amount							
Original Contract		\$	2,500,000.00	Original Contingency		\$	-
Prior Amendments		\$	635,000.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,135,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	3,135,000.00

Board of Directors	Date:	06/07/2023	Board	Item #	9634
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Other Contracts	Sole Source?	No	N/A
State/Local	Professional Services (Non-A&E)		N/A

Estimated Start Date:	07/01/2018	Expiration Date:	06/30/2023	Revised Expiration Date:	09/30/2023
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NHS:	N/A	QMP/QAP:	N/A	Prevailing Wage:	Yes
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[illegible]

STEVEN SMITH

Task Manager (Print Name)

Additional Notes: There is no financial impact for this amendment.

AMENDMENT NO. 4 TO CONTRACT NO. 18-1001930

FOR

CALL BOX MAINTENANCE SERVICES

(KNIGHTSCOPE, INC.)

This Amendment No. 4 to Contract No. 18-1001930, is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Knightscope, Inc. a Delaware Corporation (successor-in-interest to CASE Emergency Systems), ("CONSULTANT").

RECITALS

- A. On June 6, 2018, SBCTA and CONSULTANT entered into an agreement for the purpose of providing call box maintenance services ("Contract"); and
- B. On June 24, 2021, SBCTA and CONSULTANT entered into Amendment No. 1 to exercise the first of two one-year options to extend the Contract through June 30, 2022; and
- C. On April 13, 2022, SBCTA and CONSULTANT entered into Amendment No. 2 to exercise the second of two one-year options to extend the Contract through June 30, 2023 and to increase the Contract not-to-exceed value from \$2,500,000 to \$3,135,000; and
- D. On January 30, 2023, SBCTA and CONSULTANT entered into Amendment No. 3, which assigned the contract to Knightscope, Inc.; and
- E. SBCTA and CONSULTANT desire to amend the CONTRACT to extend the contract term for an additional three month period.

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

1. Article 2. CONTRACT TERM shall revised in its entirety to read as follows:

 "The Contract term shall commence upon issuance of a written Notice-To-Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through September 30, 2023 or until otherwise terminated, or extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP. The maximum term of this Contract, including Option Term, if exercised, will not exceed September 30, 2023."
2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 4, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.

4. This Amendment No. 4 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 below.

KNIGHTSCOPE, INC.
A Delaware Corporation

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Mallorie S. Burak
Chief Financial Officer

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

By: _____
William Santana
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda Lowder Daniel
Assistant General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Minute Action

AGENDA ITEM: 30

Date: June 7, 2023

Subject:

Award Contract No. 22-1002819 for Freeway Service Patrol for I-10 Express Lanes Segment No. 1

Recommendation:

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

A. Award Contract No. 22-1002819 to Carpe Carma LLC DBA Pomona Valley Towing for Freeway Service Patrol (FSP) Beat Interstate 10 Express Lanes Segment No. 1, through March 31, 2029, for a not-to-exceed amount of \$1,742,556 for Express Lanes FSP services.

B. Approve a contract contingency for a not-to-exceed-amount of \$174,255 for Contract No. 22-1002819 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

Background:

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 22-1002819 on January 25, 2023, seeking a company knowledgeable and experienced to provide Freeway Service Patrol along the following areas:

1. Beat Interstate 10 (I-10) Express Lanes Segment 1: from Mills Avenue (Los Angeles County line) to Interstate 15 (I-15).

The Express Lanes Freeway Service Patrol (FSP) service consists of a fleet of tow trucks strategically placed to patrol the Express Lanes Beat area on an hourly basis. The Express Lanes FSP trucks also communicate with California Highway Patrol (CHP) dispatch and toll operations regarding motorist assists within the Express Lanes corridor. The purpose of this service is to deploy and provide the rapid removal of disabled vehicles from the Express Lanes. The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in the Express Lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions and secondary incidents.

Prior to the release of this RFP, staff performed outreach that consisted of various components with the goal to increase the participation of tow operators in the FSP Program.

Outreach included:

1. **Mail Outreach:** Mailed more than 100 FSP Outreach flyers to tow operators in the Inland Empire region that could qualify for the minimum requirements.
2. **Email Outreach:** Emailed more than 100 FSP Outreach flyers to tow operators in the Inland Empire region that could qualify for the minimum requirements.
3. **Telephone Outreach:** Called more than 20 tow operators in the Inland Empire region that could qualify for the minimum requirements.

These efforts helped in bringing knowledge and awareness about the FSP Program to various companies in the area. Although they may not have proposed this time around, they are now aware and can better prepare for future opportunities.

The RFP notification for this project was received by 50 consultants registered on PlanetBids and was downloaded by eight firms.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

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On March 21, 2023, SBCTA received two proposals, one from Carpe Carma LLC DBA Pomona Valley Towing and the other from Royal Coaches Auto Body & Towing.

The Evaluation Committee (Committee) consisted of two SBCTA staff members, one representative from the CHP and one from the Riverside County Transportation Commission. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. Each panel member independently read and scored each firm's proposal and on April 5, 2023, the Committee met to evaluate and rank the firms based on qualifications, related experience, reference scores, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 25 points, Proposed Staffing and Project Organization – 25 points, Work Plan - 25 points, and Price - 25 points, for a total of 100 points.

On April 19, 2023, Carpe Carma LLC DBA Pomona Valley Towing and Royal Coaches Auto Body & Towing, were invited to virtual interviews to further assess their firms' capabilities in being able to fulfill the obligations of the scope of work (SOW). The Committee independently scored each firm based on the firms' answers to questions.

The interview and technical proposal were weighted 50% each. Carpe Carma LLC DBA Pomona Valley Towing, was ranked number one, while Royal Coaches Auto Body & Towing was ranked number two. As a result of the scoring, the Committee recommended that the contract to perform the SOW, as outlined in RFP No. 22-1002819, be awarded to Carpe Carma LLC DBA Pomona Valley Towing. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the SOW and proposed an overall solid team.

Conclusively, staff recommends Carpe Carma LLC DBA Pomona Valley Towing be awarded the contract in the amount not-to-exceed \$1,742,556, for a term through March 31, 2029.

Staff is also recommending that the SBCTA Board of Directors (Board) approve and authorize the Executive Director, or his designee, to release contingency funds for Contract No. 22-1002819 in a not-to-exceed amount of \$174,255. The purpose of this contingency is to provide FSP Services the event of any SBCTA led construction work projects.

The SOW is attached and incorporated into the contract as Exhibit A. The pricing information is attached and incorporated into the contract as Exhibit B. Upon Board approval, the contract will be executed and mobilization is estimated to start on April 1, 2024 with full FSP service for I-10 Express Lanes Segment No. 1. The approval of this contract will ensure no disruption of service to the motoring public.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Adopted Budget and the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Responsible Staff:

Cheryl Chesnut, Energy Project Manager

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Approved
Board of Directors
Date: June 7, 2023
Witnessed By:

Contract No.: 22-1002819 Amendment No.: _____

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03014 Vendor Name: Carpe Carma LLC DBA Pomona Valley Towing

Description: Freeway Service Patrol (FSP) Beat Interstate 10 (I-10) Express Lanes Segment No. 1

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,742,556.00	Original Contingency		\$	174,255.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,742,556.00	Total Contingency Value		\$	174,255.00
	Total Dollar Authority (Contract Value and Contingency)					\$	1,916,811.00

Board of Directors	Date:	06/07/2023	Board	Item #	9433
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Other Contracts		Sole Source?	No	No Budget Adjustment	
State/Local	Freeway Service Patrol			N/A	

[illegible]

Steven Smith

Task Manager (Print Name)

Additional Notes: Contract will be managed by the AQMP Program, but funded by toll revenues.

CONTRACT NO. 22-1002819**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****CARPE CARMA LLC DBA POMONA VALLEY TOWING****FOR****FREEWAY SERVICE PATROL BEAT INTERSTATE 10 (I-10) EXPRESS LANES
SEGMENT 1**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Carpe Carma LLC DBA Pomona Valley Towing (“CONTRACTOR”), whose address is: 1731 E. Mission Boulevard Pomona, CA 91766. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties”.

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

- 1.2 CONTRACTOR warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees and sub-contractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its sub-contractors who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.
- 1.3 The Project Manager for this Contract is Cheryl Wilson or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of the first of two (2) written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through March 31, 2029 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is One Million Seven Hundred Forty-Two Thousand Five Hundred Fifty-Six Dollars and no cents (\$1,742,556.00). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include

CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit "B". Identified below are the amounts authorized to be compensated for the following:
 - 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.
 - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is "out of service" without violation, as set forth in Exhibit "C".
 - 3.3.3 Penalized Down Time: Assessed at five (5) times the hourly rate, broken down into one minute increments, when a truck is "out of service" in violation of the Contract, as set forth in Exhibit "C".
 - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
 - 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.
- 3.8 If SBCTA fails to issue NTP No. 2 within 270 calendar days from the issuance of NTP No. 1, SBCTA shall pay CONTRACTOR up to, but no-to-exceed, the amount of TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$250.00) per day, per FSP Certified Tow Truck to off-set a portion of the CONTRACTOR's costs for each FSP Certified Tow

Trucks required under this contract in accordance with the provisions of the contract Scope of Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to issuance of the applicable NTP or an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services

contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement No. 20-1002437. These projects will also require the issuance of a Caltrans Task Order (CTO).
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work:

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

ARTICLE 5. MOBILIZATION COSTS PAYMENT

INTENTIONALLY OMITTED.

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR 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 CONTRACTOR; and d) other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

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

ARTICLE 8. PERMITS AND LICENSES

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

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

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

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within 8 hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a good faith effort to resolve the claim, and shall report to the CHP the result of the

negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR 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 CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 11. REPORTING

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:
 - 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
 - 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
 - 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
 - 12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key

Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 12.2.1 Increases or decreases the Scope of Work;
 - 12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;
 - 12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or
 - 12.2.7 Approves any demand or claims for additional payment.
- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.
- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 12.5 CONTRACTOR 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 CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR 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 CONTRACTOR, SBCTA shall:
 - 12.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.
 - 12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 15. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. .

ARTICLE 16. KEY PERSONNEL

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

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

Name	Job Classification/Function
Marc Weiss	Managing Partner
Ed Carpinelli	Partner
Mary Lacy	Administrator
Juan Gutierrez	FSP Manager/Trainer/Driver

ARTICLE 17. REPRESENTATIONS

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

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

ARTICLE 19. TERMINATION

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

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

ARTICLE 20. STOP WORK ORDER

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

ARTICLE 21. CLAIMS

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

ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

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

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

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall be appropriate for the CONTRACTORS business and at a minimum shall 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 the 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.
 - \$5,000,000 per occurrence for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 -
 - 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 25 04).
- 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 sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR’s primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 each accident. Combined Bodily

Injury and Property Damage Liability insurance

- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000, whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include the following:
 - No less than a \$100,000 Limit
 - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
 - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability. The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 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-VII 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.

22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 26 11 85 and CG 20 12 11 85, or if not available, then a substantially similar ISO Form, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). California Highway Patrol (CHP) and California Department of Transportation (Caltrans) shall also be named additional insureds. With respect to general liability arising out of or connected with work or operations performed by or on behalf of the

CONTRACTOR permitted 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.

- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP No. 2 or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. 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 greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA 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 CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR..
- 22.2.5 CONTRACTOR's and Sub-contractor' Insurance will be Primary. All policies required to be maintained by the CONTRACTOR 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 CONTRACTOR'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.

- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other 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, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this CONTRACT to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@SBCTA.ca.gov 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.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, 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.

22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

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

ARTICLE 23. INDEMNITY

23.1 INTENTIONALLY OMITTED.

23.2 For all Work and obligations under this Contract, CONTRACTOR agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Highway Patrol (CHP) and California Department of Transportation (Caltrans) and their respective authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by an Indemnatee on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONTRACTOR's indemnification obligation applies to an Indemnatee's "active" as well as "passive" negligence, but does not apply to an Indemnatee's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 24. ERRORS AND OMISSIONS

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONTRACTOR 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 required because of an error or deficiency in the Work provided by CONTRACTOR under this Contract.

ARTICLE 25. OWNERSHIP OF DOCUMENTS

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

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

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

ARTICLE 28. INDEPENDENT CONTRACTOR

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

ARTICLE 29. 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 30. 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 31. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 32. PRECEDENCE

32.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual issued by the California Highway

Patrol (SOP), SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.

- 32.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 32.3 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, CONTRACTOR 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 33. COMMUNICATIONS AND NOTICES

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

To CONTRACTOR	To SBCTA
1731 E. Mission Boulevard	1170 W. 3rd Street, 2nd Floor
Pomona, CA 91766	San Bernardino, CA 92410-1715
Attn: Marc Weiss	Attn: Cheryl Chesnut/cchesnut@gosbcta.com
	cc: Procurement Manager
Phone: (858)342-2090	Phone: (909) 884-8276
Email:marcaweiss@yahoo.com	Email: procurement@gosbcta.com

ARTICLE 34. DISPUTES

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

34.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

ARTICLE 35. GRATUITIES

CONTRACTOR, 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 36. REVIEW AND ACCEPTANCE

All Work performed by CONTRACTOR 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 CONTRACTOR shall be subject to periodic and final review.

ARTICLE 37. CONFIDENTIALITY

Any SBCTA communications or materials to which CONTRACTOR or agents have access, or materials prepared by CONTRACTOR under the terms of this Contract, shall be held in confidence by CONTRACTOR, 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 CONTRACTOR 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. CONTRACTOR 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.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

ARTICLE 40. SAFETY

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

ARTICLE 41. DRUG FREE WORKPLACE

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

ARTICLE 42. ASSIGNMENT

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

ARTICLE 43. AMENDMENTS

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

ARTICLE 44. PREVAILING WAGES

INTENTIONALLY OMITTED

ARTICLE 45. CONTINGENT FEE

CONTRACTOR 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 CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 46. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the

financial inability of CONTRACTOR to perform or failure of CONTRACTOR 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 CONTRACTOR.

ARTICLE 47. WARRANTY

CONTRACTOR 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, CONTRACTOR shall take the necessary actions to correct the breach at CONTRACTOR's sole expense. If CONTRACTOR does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONTRACTOR shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 48. ENTIRE DOCUMENT

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 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 CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 48.3 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 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

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

SIGNATURE PAGE FOR
CONTRACT NO. 22-1002819

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

**CARPE CARMA LLC dba POMONA
VALLEY TOWING**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Marc A. Weiss
Managing Member

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

ATTACHMENT A
SCOPE OF WORK
FREEWAY SERVICE PATROL (FSP)
Beat Interstate 10 (I-10) Express Lanes Segment 1:
From Mills Avenue (Los Angeles County line) to Interstate 15 (I-15)

1.0 SUMMARY OF SCOPE OF WORK

NOTICE TO PROCEED NO. 1 NTP NO. 1 ESTIMATED JUNE 2023:

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP flatbed tow trucks, optional mobilization costs payment, and equipment installations in accordance with section 4.0 "Equipment Requirements." Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

NTP NO. 2 ESTIMATED MARCH 2024:

The purpose of the I-10 Express Lanes Freeway Service Patrol (Express Lanes FSP) program is to provide tow services within a designated toll facility to ensure the lanes operate in a free-flow state and facilitate the rapid removal of disabled vehicles. Express Lanes FSP provides flatbed Express Lanes FSP tow truck(s) that are strategically semi-staged within the corridor to deploy and provide for the rapid removal of disabled vehicles and perform minor mechanical services. CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents along the San Bernardino I-10 Express Lanes.

The CONTRACTOR's Express Lanes FSP primary truck(s) shall be exclusively dedicated to providing Express Lanes FSP services during the designated hours of operation. All Express Lanes FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's Express Lanes FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Driver(s) shall patrol the I-10 Express Lanes Beat a minimum of once an hour (please note this is subject to change), respond to California Highway Patrol (CHP) dispatched calls for service, as well as possible toll operations communication for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

Where traffic conditions permit, safe removal of small debris will be required. The I-10 Express Lanes tow operator will perform a sweep of the entire length of the Beat at the start of the shift, end of shift, and once every hour in between at minimum (please note, subject to change), or less frequently as determined by FSP CHP and SBCTA. Due to I-10 Express Lanes FSP tow truck(s) being somewhat staged rather than roving, the I-10 Express Lanes tow operator shall mobilize immediately upon receiving notification from the Traffic Operations Center (TOC) or CHP or the CONTRACTOR shall be fined five (5) times the hourly contract rate in one (1) minute increments for the amount of time it takes the vehicle operator to mobilize. Mobilize is defined as an I-10 Express Lanes FSP Certified Tow Truck being en route to a call for service.

Vehicle operators shall be responsible for clearing the toll lanes of automobiles, small trucks, motorcycles, and small debris. When and where conditions warrant, service may be executed on toll lane shoulders. Where conditions do not warrant, the I-10 Express Lanes tow operator will remove the vehicles from the express lanes and off the highway to provide service. During service hours, an I-10 Express Lanes FSP tow truck(s) shall always be prepared to respond to CHP calls for service, respond to calls for service from toll operations, use the CHP designated drop locations for vehicles, and use the designated turnaround locations.

The Express Lanes FSP tow operator may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle. If the vehicle is not mobile and able to drive away on its own within ten (10) minutes, the FSP Driver shall contact one of the FSP CHP Officers and advised them of the situation immediately.

If a disabled vehicle cannot be mobilized or relocated within ten (10) minutes, the FSP Driver will offer to tow the vehicle to a designated drop located identified by the FSP CHP. The motorist can also request the Express Lanes FSP tow operator to call the CHP Communications Center to request a CHP Rotation Tow or other service. The I-10 Express Lanes FSP tow operator shall not be allowed to tow as an independent contractor from an incident or assist that occurred during the I-10 Express Lanes FSP shift unless called as a Rotation Tow by CHP after the shift has ended. If called as a Rotation Tow after an I-10 Express Lanes FSP shift, the vehicle operator must first remove all I-10

There may be some instances when the FSP Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and the I-10 Express Lanes FSP Program.

All Express Lanes FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the Express Lanes FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

FSP HOURS OF OPERATION

I-10 Express Lanes FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts are scheduled from 10:00 am to 6:00 pm.

I-10 Express Lanes “Ramp-Up” Schedule: the I-10 Express Lanes “Ramp-Up” hours for FSP support service will be required for the first three (3) months of the contract. The “Ramp-Up” hours are slated as follows:

- Monday through Friday “Ramp-Up” morning shift hours are from 4:00 am to 11:00 am;
- Monday through Wednesday afternoon “Ramp-Up” shift hours are scheduled from 12:00 pm to 7:00 pm;
- Thursday through Friday afternoon “Ramp-Up” shift hours are slated from 12:00 pm to 8:00 pm;
- Saturday and Sunday “Ramp-Up” shift hours are scheduled from 1:00 pm to 7:00 pm.

FSP TECHNICAL ADVISORY COMMITTEE MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR’s contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

2.0 DELAY IN START OF SERVICES FEE

If SBCTA fails to issue a Notice to Proceed No. 2 (NTP No. 2) within 270 days from the issuance of NTP No. 1 SBCTA shall pay CONTRACTOR up to, but not to exceed, the amount of TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$250.00) per day per FSP Certified Tow Truck to off-set a portion of the CONTRACTOR’s cost for each FSP certified tow truck required under this CONTRACT.

No “Delay in Start of Services” Fee shall be paid for any CONTRACTOR caused or concurrent delay. The “Delay in Start of Services” Fee shall be limited to off-setting a portion of the CONTRACTOR's truck payments (e.g., lease or purchase payments) and insurance costs for all (depending on if Scenario One or Scenario Two is selected by the evaluation committee) trucks during the delay and shall be calculated on a pro rata basis for each day of the delay (“Permitted Costs”).

The “Delay in Start of Services” Fee shall not include CONTRACTOR's costs and expenses related to storage, maintenance or repair of damage to the trucks during the delay, which costs shall be borne solely by CONTRACTOR. The “Delay in Start of Services” Fee set forth herein is an estimated not to exceed daily rate. However, the exact “Delay in Start of Services” Fee to be paid by SBCTA shall be calculated based on CONTRACTOR invoices for the Permitted Costs described herein up to \$250.00 per day for each tow truck.

If applicable, SBCTA shall pay the “Delay in Start of Services” monthly in arrears and CONTRACTOR shall submit an invoice to SBCTA for its “Delay in Start of Services” costs for the trucks during the delay on a form approved by SBCTA. CONTRACTOR shall include proof of costs and a cover sheet bearing a certification as to the accuracy of the invoice signed by CONTRACTOR's Representative. In no case shall CONTRACTOR's invoice reflect a “Delay in Start of Services” in excess of the not to exceed daily rate set forth herein. Upon receipt of an invoice from CONTRACTOR, SBCTA may request additional documentation or explanation of the costs for which reimbursement is sought. SBCTA shall pay any undisputed invoice within forty-five (45) days of approval of the invoice. The “Delay in Start of Services” shall be CONTRACTOR's sole remedy for any delay in the commencement of Services or issuance of NTP No. 2, and CONTRACTOR shall not be entitled to any other damages or compensation related thereto. CONTRACTOR hereby waives any claim for such damages or compensation.

3.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the Express Lanes FSP services (referred to, singularly or jointly, as “Express Lanes FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

4.0 SERVICE LOCATION

The I-10 Express Lanes FSP operates on a selected freeway segment referred to as the “I-10 Express Lanes Beat”. This Beat has specific turnaround locations and designated drop locations identified by the FSP CHP. The Beat limits for the I-10 Express Lanes are from Mills Avenue (Los Angeles County line) to Interstate 15 (I-15). Additional information regarding the service location is identified in section 9.0 Beat Description and section 10.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written direction by SBCTA (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

5.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

6.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

The operation of this beat requires One (1) primary certified FSP flatbed tow truck, and one (1) back-up certified FSP flatbed tow truck.

SBCTA reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

Primary Express Lanes FSP Tow Trucks will be exclusively dedicated to the Express Lanes FSP services during the hours of Express Lanes FSP operations. They are not required to be exclusive during non-Express Lanes FSP hours.

The Express Lanes FSP will use conventional two-vehicle car carrier/flatbed Class A tow trucks with seating capacity for five (5). The tow trucks will have a minimum gross vehicle weight rating of 21,000 pounds and a rear gross adjusted weight rating of 15,000 pounds. All trucks proposed for use in the Express Lanes FSP Program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract, free of any mechanical defects or physical damage and have a clear (non-salvage) title. Extenuating circumstances dictating departure from this specification should be at the consensus of the local Express Lanes FSP partners. The CHP, in conjunction with Caltrans and SBCTA, should verify the original purchase dates to ensure Express Lanes FSP compliance.

All Express Lanes FSP flatbed tow trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any flatbed tow truck that is utilized for the Express Lanes FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP. Prior to commencement of service, the CONTRACTOR will need to provide the License plate number(s) for each primary and back-up flatbed tow truck to SBCTA and FSP CHP. CHP will inspect each tow truck designated for the Express Lanes FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and

CONTRACTOR's local office. Any unsafe, poorly maintained Express Lanes FSP Certified Tow Truck(s) or improperly equipped Express Lanes FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined **five (5)** times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have an Express Lanes FSP Certified Back-Up Tow Truck available for service during their Express Lanes FSP Beat shift(s).

Please note that Express Lanes FSP Certified Back-Up Tow Trucks for existing Express Lanes FSP tow operator contracts with other Express Lanes FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA Express Lanes FSP Back-Up truck requirement(s).

Express Lanes FSP tow trucks bearing the service patrol title, FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Please note that the boom must be solid white with no names, phone numbers, and advertising of any kind. The overall look of the truck must be approved by FSP CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State and SBCTA Express Lanes FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

All Express Lane tow trucks are required to have three FSP signs affixed to them. One magnetic FSP sign is required to be on each front door of each of the trucks, along with a third FSP sign on the left side of each tow truck bed during all FSP shifts, unless authorized otherwise by an FSP CHP Supervisor. The FSP sign depicts the three different governmental agencies responsible for the program in San Bernardino County (SBCTA, CHP and Caltrans). In addition, the Express Lane tow trucks shall also have three magnetic "EXPRESS LANE" signs affixed to it. One magnetic EXPRESS LANE sign is required to be on each rear door of each truck, along with a third EXPRESS LANE sign on the right side of each tow truck bed during all FSP shifts, unless authorized otherwise by an FSP CHP Supervisor.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino Express Lanes FSP CHP Program. Please note that the SBCTA Express Lanes FSP equipment list is subject to change at any time, and may be different from Express Lanes FSP Program equipment lists found in other counties.

Each Express Lanes FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment, please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

<u>Express Lanes FSP Equipment List</u>	
Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Paint: White Only, 4" max black lettering	Broom: 24 inches wide, coarse bristle
Rubber faced push bumper(s)	Shovel: Square point
Vehicle numbers on both sides	Large Pry Bar: Minimum 36 inch length
Three (3) FSP signs and Express Lanes FSP signage	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Headlights	Hydraulic Floor Jack: 2-Ton capacity
Turn Signals	Jack stand: 2-Ton capacity
Reflectors, Front and Side	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Clearance Lamps (>80" Wide)	Bolt Cutters
Amber Warning Lights: Front/rear selectable, in- cab controls	One 4 - Ton snatch block
License Plate Lamp	Flares: Total burn time of 360 minutes
Tail Lamps	Metric and Standard 4-way Lug Wrenches
Stop Lamps	Sledge Hammer: 4 pound
Backup Lamps	Utility/ Motorcycle Straps
Rear work lights	Steering Wheel Securement Device
Reflectors, Rear	Funnel with flexible spout
Extension Tail/ Stop Lamps	Water Container: Plastic, 5 gallon
Fenders / Mudguards	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Windshield	Absorbent Can with lid: 5 gal. of clean absorbent
Windshield Wipers	Trash Can with lid: 5 gal., empty
Spotlight: Body mounted, front to rear coverage	Cones: 6 ea., 18 inch height, reflectorized w/ tape
Service Brakes	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Parking Brake	Booster Cable Connectors: mounted front and rear
Mirrors	Battery Rating: 60 Amp-hour or greater
Horn	Tire Tread
Beam Indicator	Wheels
Cab interior lighting suitable for reading and writing	Suspension
Truck to Shop Communications System	Steering

FSP Two-Way Radios / Terminals	Frame
Scanner: Operating and properly programmed	Exhaust System
Public Address System	Fuel Cap(s)
Flashlight	
Spare flashlight batteries/ Charger for rechargeable	<p style="text-align: center;">Tool Kit</p> <p>Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.</p>
First Aid kit: 5"x9"	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Lockout Tool Set	Adjustable Wrenches: 8" and 12"
Warning Devices (Reflectors)	Pliers: Needle nose and adjustable rib joint, 2 inch capacity
	Duct tape, Electrical tape, mechanics wire: 1 roll each
	Rubber Mallet
	Tire Pressure Gauge

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 4,000 Pounds- Extended, with Wheel Lift	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 3,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps), minimum rating of 3,900 pounds. Steel Pry Bar (1)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5 foot min. length

CAR CARRIER / TWO VEHICLE

Minimum seating capacity for five (5) adults	50' 3/8" 6X19 Wire rope or OEM Specifications
GVWR: Minimum. 21,000 lbs.; Rear GAWR 15,000 min.	J/T Hook Loading Bridle Chains
Carrier Bed Frame	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Material: Steel or Aluminum	Wheel Lift Assembly; Rated 4,000 Pounds- Extended, with Wheel Lift Extended.
Bed Length: 19.5 ft. minimum	(2) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair of spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds
Tie Downs: 8 each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5 foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the tow vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the tablet data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the FSP CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck(s) shall be secured.

Installation of Express Lanes FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA Express Lanes FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the Express Lanes FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up Express Lanes FSP tow trucks no later than ten (10) business (Monday through Friday) days prior to the start date of the Beat. No exceptions. If SBCTA is not able to access the required primary and back-up Express Lanes FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "Express Lanes FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if Express Lanes FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors/Managers and Drivers are required to contact SBCTA and one of the Express Lanes FSP CHP officers immediately when any SBCTA Express Lanes FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the Express Lanes FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "Express Lanes FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA standards. If a CONTRACTOR is given the authorization to install Express Lanes FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SBCTA or one of the Express Lanes FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all Express Lanes FSP equipment guidelines and San Bernardino Express Lanes FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. Express Lanes FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one Express Lanes FSP Certified Flatbed Back-Up Tow Truck available for the I-10 Express Lanes Beat during Express Lanes FSP service hours. The I-10 Express Lanes Flatbed truck must be in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The Express Lanes FSP Certified Back-Up Tow Truck should be used when a primary Express Lanes FSP Certified Tow Truck is unavailable. The Express Lanes FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified Express Lanes FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. Express Lanes FSP Certified Tow Trucks are subject to inspections during Express Lanes services hours and non-Express Lanes FSP service hours by CHP.

If an Express Lanes FSP Certified Back-Up Tow Truck is needed to replace one of the primary Express Lanes FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 30 (thirty) minute time period (after which penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

An Express Lanes FSP Certified Back-Up Tow Truck must be in service on the Beat within thirty (30) minutes of the time when a primary Express Lanes FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 30 minute time period, the CONTRACTOR shall be fined **five (5)** times the hourly contract rate in one (1) minute increments until an Express Lanes FSP Certified Back-Up Tow Truck is provided. This 30 minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If an Express Lanes FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at **five (5)** times the hourly rate. Express Lanes FSP tow truck maintenance shall be performed during non-Express Lanes FSP service hours.

In the event that an Express Lanes FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an Express Lanes FSP Certified Back-Up Tow Truck.

In addition, failure to have an FSP Express Lanes FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Express Lanes FSP Certified Back-Up Tow Truck on the Beat within the 30 (thirty) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the Back-Up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply the CONTRACTOR with the appropriate number of detachable markings for the Beat). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

All Express Lane tow trucks are required to have three FSP signs affixed to them. One magnetic FSP sign is required to be on each front door of each of the trucks, along with a third FSP sign on the left side of each tow truck bed during all FSP shifts, unless authorized otherwise by an FSP CHP Supervisor. The FSP sign depicts the three different governmental agencies responsible for the program in San Bernardino County (SBCTA, CHP and Caltrans). In addition, the Express Lane tow trucks shall also have three magnetic "EXPRESS LANE" signs affixed to it. One magnetic EXPRESS LANE sign is required to be on each rear door of each truck, along with a third EXPRESS LANE sign on the right side of each tow truck bed during all FSP shifts, unless authorized otherwise by an FSP CHP Supervisor. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP- related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment.

Each Express Lanes FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA Express Lanes FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all Express Lanes FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or FSP CHP as to whether or not the device will be compatible***

with existing CHP equipment. Equipment purchased for the Express Lanes FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during Express Lanes FSP operational hours, or capture any FSP-related images during non-Express Lanes FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the Express Lanes FSP and FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The Express Lanes FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the Express Lanes FSP vehicle to the motorist of the disabled vehicle when the Express Lanes FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email throughout each day. It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-Express Lanes FSP operational hours. During Express Lanes FSP operational hours, Tablet Computers must be with the Driver in their Express Lanes FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times. The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications.

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence/tamper tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited. If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the tow vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete Express Lanes FSP shifts (approximately seven (7) to approximately nine and a half (9.5) hours) at **five (5)** times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA Express Lanes FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.
- 4)

Please refer to Contract Exhibit "C" for further details on violations and penalties.

7.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/ FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP Driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP Driver trainer.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Express Lanes FSP equipment to provide safe and proper service. Drivers from other Express Lanes FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers

must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties. The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat. This must be completed in a safe location at or near the Beat location, prior to beginning the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to SBCTA as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program. If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the Express Lanes FSP and FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the Express Lanes FSP and FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-Express Lanes FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the Express Lanes FSP contract. **The cost of the livescan will be at the CONTRACTOR's expense.**

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be applied on the left sleeve of the vest. A large FSP logo shall be applied across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already applied per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact FSP CHP for any uniform questions or clarifications. Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be applied on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

FSP UNIFORM PHOTO EXAMPLES



FSP UNIFORM STRIPE EXAMPLES:



8.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, and Los Angeles or Orange counties. An Express Lanes FSP Certified Back-Up Tow Truck and an Express Lanes FSP Certified Back-Up Tow Truck Driver must be available within a 30 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

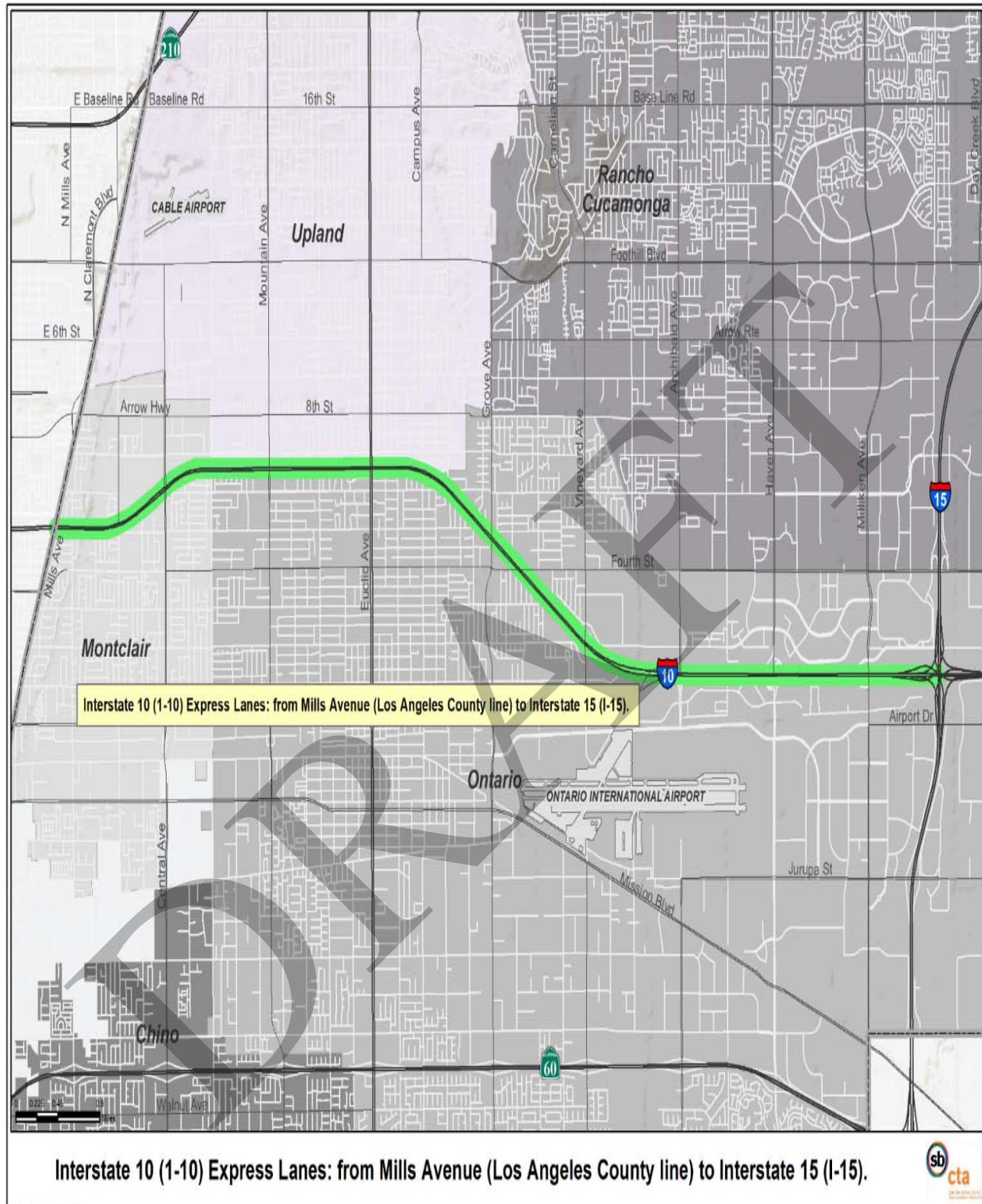
9.0 BEAT DESCRIPTIONS

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL BEAT DESCRIPTIONS

Beat No.	Beat Description	One-Way Centerline Length in Miles	No. of Primary Certified Express Lanes FSP Tow Trucks for both AM	No. of Express Lanes FSP Certified Back-Up Tow
Beat Interstate 10 (I-10) Express Lanes Segment 1	From Mills Avenue (Los Angeles County line) to Interstate 15 (I-15).	10.4	1	1

Please refer to section 10.0 for a Map of the I-10 Express Lanes Beat area

10.0 FSP Beat Map



FSPbeat_110_220414_OM

11.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Ramp Up Hours in first three months of contract per primary vehicle: 1,020 hours
- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 1,910 hours
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 750 hours

Please note “Extra Work” contingency hours are not guaranteed.

Beat I-10 Express Lanes is- the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
8. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
9. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

The contractor shall hold to all required standards addressing truck image and maintenance for the Express Lanes FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that Back-Up truck on the “Extra Work” Beat.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA (email is acceptable) shall be required for commencement and termination of “Extra Work”.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra Work is not guaranteed and can be terminated anytime. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice (email is acceptable) from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

Exhibit B

Contract: 22-1002819

Compensation and Payment

Contract with Carpe Carma, LLC DBA Pomona Valley Towing

Beat Interstate 10 (I-10) Express Lanes

NTP I Estimated: June 7, 2023 through March 31, 2024

NTP II Estimated: April 1, 2024 through March 31, 2029

NTP I

June, 2023- March 31, 2024

PERIOD OF PERFORMANCE/ NTP I DELIVERABLES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections						
June 7, 2023 through March 31, 2024	N/A	N/A	N/A	N/A	\$0.00	\$0

NTP No. 2

April 1, 2024 through March 31, 2029

One Primary FSP Tow Truck plus one certified FSP Back Up Tow Truck is required

PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS
YEAR 1: FY 23/24- FY 24/25 (4/1/2024-3/31/2025) Year 1 includes estimated ramp-up hours for the first three (3) months of NTP No. 2	2,460	750	225	3,435	\$113.03	\$388,258
YEAR 2: 24/25- FY 25/26 (4/1/2025-3/31/2026)	1,910	750	186	2,846	\$113.03	\$321,683
YEAR 3: FY 25/26-FY 26/27 (4/1/2026-3/31/2027)	1,910	750	186	2,846	\$113.03	\$321,683
YEAR 4: 26/27-27/28 (4/1/2027-3/31/2028)	1,910	750	186	2,846	\$124.90	\$355,465
YEAR 5: FY 27/28-28/29 (4/1/2028-3/31/2029)	1,910	750	186	2,846	\$124.90	\$355,465
Contract No. 22-1002819 Not To Exceed Amount	10,100	3,750	970	14,820		\$1,742,556

NTP II**YEAR 1-3****EXTRA TIME, NON PENALIZED DOWN TIME AND
PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$1.88 per minute

Non-Penalized Down Time: \$1.88 per minute

Penalized Down Time: \$9.40 Per Minute

NTP II**YEAR 4-5****EXTRA TIME, NON PENALIZED DOWN TIME AND
PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$2.08 per minute

Non-Penalized Down Time: \$2.08 per minute

Penalized Down Time: \$10.41 Per Minute

**WEEKEND HOURS, EXTRA WORK HOURS,
CFSP HOURS, AND RAMP UP HOURS
ARE NOT GUARANTEED AND SUBJECT TO SBCTA
APPROVAL**

EXHIBIT C - PENALTIES

DRAFT

EXHIBIT C SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined five (5) times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Five (5) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at five (5) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Five (5) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at five (5) times the hourly rate.
5.0 C	Wheel lift Tow truck not made available within 30 minutes due to equipment/truck breakdown.	The CONTRACTOR has 30 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the thirty (30) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 30 minutes will be calculated as penalized time five (5) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at five (5) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	Two (2) FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (5 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

DRAFT

Minute Action

AGENDA ITEM: 31

Date: June 7, 2023

Subject:

Mount Vernon Viaduct - Release Request for Proposals

Recommendation:

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

Authorize the Executive Director, or his designee, to release Request for Proposals (RFP) No. 23-1002971 for Project Construction Management Services for the Mount Vernon Viaduct Project, subject to finalization of the RFP package and approval as to form by SBCTA General Counsel.

Background:

On July 11, 2018, Contract No. 18-1001826 was executed with Biggs Cardosa and Associates, Inc. (BCA) for Project Construction Management (PCM) Services for the Mount Vernon Viaduct Project (Project) in the City of San Bernardino (City).

The schedule for the Project includes the demolition of the existing bridge, an 18-month period for BNSF Railway (BNSF) to construct shoofly railroad tracks to accommodate construction of the new bridge, and construction of the new bridge.

Construction on the Project proceeded as planned with the demolition of the existing bridge in June 2021. Per the approved schedule, with the bridge demolition completed in June 2021, the San Bernardino County Transportation Authority (SBCTA) design-build contractor should have been able to mobilize for bridge construction in December 2022; however, the Project has experienced delays since the demolition. Right-of-Way (ROW) issues delayed the beginning of the 18-month BNSF work by approximately nine months. Therefore, BNSF, by contract, does not have to turn the area in the intermodal yard over to SBCTA until September 22, 2023. On April 17, 2023, BNSF informed SBCTA that their shoofly construction project had experienced delays beyond their control and that the new expected completion date could potentially extend to December 22, 2023. SBCTA staff has been working with the design-build contractor to develop alternatives for the construction to start outside of the BNSF ROW before September 2023.

One benefit of the design-build delivery method is that early stage construction can begin before the full design is finished. The overlap in activities helps streamline and expedite delivery. The effect of these BNSF delays is that project activities that were concurrent became sequential. Instead of being able to economize staff to perform concurrent activities, BCA kept staff working longer than anticipated. To effectively manage the budget, SBCTA requested an Estimate to Complete (ETC) from BCA. In their ETC, BCA proposed a dramatic scope reduction along with a proposed cost of more than two times the remaining budget. Staff has concluded that the ETC from BCA and the expectations of SBCTA are too far apart to come to an agreement for BCA to complete the job.

The Project is currently in the final design stage and the existing bridge has been demolished. The remaining work is the construction of the new bridge, which is scheduled to begin in January 2024, as well as local street improvements on both ends where the new bridge ties into existing infrastructure. While BCA utilized more budget due to the BNSF delays, SBCTA staff is

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

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of the opinion that the remaining PCM budget, supplemented by the contingency, is adequate for a PCM to complete the remaining scope of work for the Project.

Therefore, staff is requesting authorization from the Board of Directors to authorize the Executive Director, or his designee, to release Request for Proposals (RFP) No. 23-1002971 for PCM Services for the Project, subject to finalization of the RFP package and approval as to form by SBCTA General Counsel. The Scope of Work is included as Attachment A. A future recommendation is anticipated to be presented to the Board in September 2023 for the award of the contract.

This contract will be funded primarily with Federal Highway Bridge Program (HBP) funds and matched with BNSF and City funds.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget and the Proposed Fiscal Year 2023/2024 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Avenue Viaduct.

Reviewed By:

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

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Attachment "A"

**SCOPE OF WORK (SOW) -
Mount Vernon Avenue Viaduct over BNSF Railway Intermodal
Yard in the City of San Bernardino**

Project Management Construction Management Consultant ("PCM" or "Consultant")

San Bernardino County Transportation Authority (SBCTA), in partnership with the City of San Bernardino (City), BNSF Railway Company (BNSF), Southern California Regional Rail Authority (SCRRA), National Railroad Passenger Corporation (Amtrak) (BNSF, SCRRA and Amtrak are collectively referred to as "Railroads"), Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), is seeking to procure a comprehensive PCM consultant team to assist with the implementation of the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard in the City of San Bernardino Project (Project). In general, the PCM's role in completing this SOW for this project will require an inherent flexibility and cooperation that will best accommodate SBCTA, including City and Railroads as key advisors and approving agencies, to successfully complete this Project as one collaborative team. The PCM management team will require unique capabilities to jointly work together with the Railroads team, on behalf of SBCTA, to successfully manage the owner verification, construction oversight and implementation of the Project.

This SOW uses the term Design Build (DB) throughout to reflect the primary contract for the design, demolition and construction (Contractor) of the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard in the City of San Bernardino. The PCM SOW is premised on all work related to the construction of the Project will be accomplished with SBCTA's existing DB contract.

Working in parallel with the DB, BNSF will design and construct components of the project to help address any railroad mitigation requirements. These railroad mitigation requirements include, but are not limited to, shoofly tracks, building and operational facilities relocations, parking development and remediation work. The PCM management team will require unique capabilities to jointly work together with the BNSF team, on behalf of SBCTA, to successfully manage the construction and implementation of the Project.

Due to schedule or funding constraints the selected Consultant will be required to initiate certain project services for later completion by the DB. Examples of these project services include preliminary design of some project elements, coordination of Railroad work windows and requirements, utility relocations, etc. Alternatively, the selected Consultant may be required to initiate and complete other project services. Examples of these project services include the completion of the Project Management Plan (PMP), project-wide safety program, project-wide testing program, etc. Selected Consultant shall work with SBCTA to define the project services where such strategies are applicable and beneficial to the Project.

The Consultant shall assist SBCTA, in coordination with City and Railroads, with the construction and general oversight of the Project. The Consultant will provide SBCTA with the agreed upon staff, resources, and expertise to manage the Project. This PCM SOW was written with the intent to describe all planned PCM services to be provided by the Consultant. However, situations may arise where the Consultant will be required to provide additional services not

specifically defined in this SOW. SBCTA is receptive to innovative ideas or methods of performing these additional services and will look for the PCM to provide key advice to meet these challenges. The Consultant will be required to provide assistance to SBCTA, in collaboration with City and Railroads as key team members, to provide these additional services and help assure the successful completion of the Project. The preliminary project schedule milestones are the following:

- PCM Procurement – May 2023 – July 2023
- Construction – December 2023 – August 2025
- Close-out DB – September 2025 – October 2025

A. Project Management

Under SBCTA's direction, in coordination with City and Railroads, provide overall management of Project activities and support for contract management, project controls, utility relocation, construction, safety, quality, and other Project activities. These Project management responsibilities include overseeing the activities of the DB, agency coordination, and other contracts further defined in this SOW:

A.1 Project Management

Under SBCTA's direction:

- Represent SBCTA and be the contact for coordination and communication between SBCTA and the DB. Consultant will be the primary point of contact with SBCTA on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including City, Railroads, Caltrans, FHWA, regional agencies, utilities, and municipalities;
- Coordinate and oversee Project activities and deliverables performed by the DB, and other contractors associated with the Project;
- Cooperate and coordinate with other SBCTA consultants, advisors, and contractors to achieve completion of Project development activities; and develop, monitor compliance with, and maintain a commitment register and log based on the commitments and obligations with City, Railroads, Federal, State, other Local agencies and Private Entity requirements contained in the environmental document and all applicable agreements.

A.2 Project Administration

Under SBCTA's direction, provide administrative personnel and perform general office management and administration for the duration of the PCM contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Project standards and templates for Project communications; institute specific Project initiatives;
- Provide document control services throughout the Project duration; and
- Provide general office support at a future co-located field office for the

PCM, SBCTA, City, Railroads and others as necessary.

A.3 Project Information and Development of Plans

Consultant shall obtain and review relevant Project information and prepare various plans.

- **Project Information**
Obtain and review all available Project information including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by SBCTA, City, Railroads, and others.
- **Project Deliverables and Reports**
 - o In conjunction with SBCTA staff and its advisors, develop the PMP per FHWA and Highway Bridge Replacement and Rehabilitation Program (HBP) guidelines.
 - o In conjunction with SBCTA staff and its advisors, develop the Project Financial Plan per FHWA and HBP guidelines.
 - o In conjunction with SBCTA staff and its advisors, develop the required reporting updates and deliverables to FHWA, Caltrans, City, Railroads or other funding partners, or other status reports being produced by SBCTA.
- **Project Close-Out Plan**
Identify the requirements to effectively close-out the DB contract, including submittals of all record drawings, progress required to obtain substantial and final completion, necessary documentation, applications, data, submittals, and completion of all reports in compliance with Caltrans, City, Railroads, FHWA and HBP guidelines.
- **Other Plans**
Prepare other plans identified elsewhere in this SOW. Identify and prepare other plans as necessary to comply with local, state, or federal requirements or as directed by SBCTA.

A.4 Project Safety

Under SBCTA's direction, Consultant shall provide a Safety Engineer/Manager who will be responsible for overseeing Project safety including ensuring Project team and contractor compliance with Project safety requirements relevant to a future co-located field office and construction sites. Safety activities include but are not limited to:

- Develop a Project-wide safety program. Provide and implement a Project oversight site safety plan and provide safety training for all owner oversight personnel on the Project. Provide Personal Protective Equipment

(PPE), including hard hats and safety vests, for all owner oversight personnel who will be working on the Project site;

- Ensure compliance of the safety program with all federal, state and local laws including those of Occupational Safety and Health Administration, Railroads, SBCTA and local agencies and jurisdictions;
- Review various Project activities and work processes and perform periodic audits to assess general office and field safety and compliance with current best practices;
- Work with Railroads to merge their safety requirements and responsibilities with SBCTA and Consultant, and build one effective safety oversight program for the Project. Establish roles and responsibilities, necessary oversight, and reporting requirements;
- Perform safety oversight of the DB:
 - o Verify implementation of the safety training by the DB for all Project staff, and assist the DB with training to office staff as required;
 - o Track DB's proper investigation and reporting of accidents;
 - o Monitor the DB provision of proper safety PPE to all DB personnel, and other Project personnel as required; and
 - o Regularly monitor and document or require documentation, from DB of safety meetings with set agendas as conducted by DB to document safety understanding and compliance. Oversee the investigation of accidents, report to SBCTA, City and Railroads, and recommend corrective actions to reduce risks and reoccurrence.

A.5 Owner Verification (OV)

Under SBCTA's direction, in coordination with SBCTA/City OV activities, Consultant shall be responsible for Project OV quality work to ensure DB contract compliance. On behalf of SBCTA, Consultant shall collaborate closely with City to cooperatively merge and integrate its quality responsibilities to implement an efficient OV program for the Project. Consultant shall provide the appropriate administrative support, staff and reporting requirements with the aim of streamlining effective OV procedures and avoiding duplicative efforts. Quality OV activities include but are not limited to:

- In coordination with SBCTA and City, the Consultant is anticipated to utilize the OV Management Hub, (PAR-PRO® program) implemented and operated by SBCTA's Program Management team, to support a comprehensive, Project-wide OV program. The OV Management Hub is a computerized web-accessed database program to be utilized as the primary workflow communication tool and OV reporting database. This database is intended to manage all OV activities related with the DB contract, as appropriate, including relevant OV audits, reviews and audit reports for

the project. Upon mobilization, the Consultant shall coordinate with SBCTA and City to identify the modifications, and project specific configurations needed by SBCTA's Program Management team to implement the database to provide the required checklists, inputs/outputs, reports, etc., to properly track all related OV activities, findings, trends, non-compliance issues, and resolutions for the DB contract;

- In coordination with SBCTA and City, the Consultant will finalize and maintain an OV Plan for the oversight of the DB contract. The OV Plan shall include:
 - o OV team organization and the clear delineation of roles and responsibilities between all identified parties related to all design, procurement, installation, and construction activities;
 - o Procedures for design changes and submittals reviews;
 - o Procedures for end-product OV assessments of completed work during construction;
 - o Procedures for source inspection and material testing verification;
 - o Procedures for process assessments of the DB Contractor's processes associated with construction and closeout;
 - o Procedures for auditing the DB Contractor's management plan implementations;
 - o Procedures for issuing, tracking and closing out nonconformances;
 - o Procedures for initiating and verifying corrective actions to be undertaken by the DB Contractor and verified by the Consultant; and
 - o Reporting on the status of the OV program.
- **DB Construction OV:** PCM staff will perform all construction related assessments, source inspection material certification reviews (METS), and field/lab testing reviews. PCM staff will provide source inspection and material testing verification and audit reports within the OV Management Hub and report to the SBCTA/City Construction Managers. Upon review of the PCM construction reports, non-compliance findings, and other construction related issues the SBCTA/City Construction Managers will jointly collaborate with the PCM Construction Manager (Resident Engineer) and actively work to provide resolution and approval on behalf of SBCTA;

The Consultant is responsible for providing additional staffing, administrative and management support for DB construction OV efforts as appropriate.

A.6 Quality Management of the Consultant Work

A project specific quality management plan (QMP) shall be developed by the Consultant and submitted to SBCTA for review and approval. The QMP shall describe how QA and

QC will be executed and managed by the Consultant for the Consultant's work. The following is a list of the content and scope of what the QMP shall contain:

Project Scope:

- Project summary description
- Summary scope of work
- Quality objectives
- List of deliverable documents

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials. Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including QC review and technical checking, Project Management, Project Quality Management and Technical Lead duties.

Quality Training:

- Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

- Accounting for QA and QC activities in the PCM schedule that covers all QC technical checking, interdisciplinary reviews and verification, and internal QA audits.

SBCTA, City Reviews:

- Formal (SBCTA and City) review schedules (Peer Reviews and Constructability Reviews).
- Processes for review comments tracking, obtaining responses, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- Quality procedures related to review process for all deliverables.
- Technical review of Consultant produced documents and reports.

Management of Requirements:

- The process for the development and management of requirements for the duration of the project, including those from Caltrans, SBCTA and the City.
- Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

- Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.

- Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures for Consultant produced work:

- Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include as appropriate:
 - Checking of calculations and data
 - Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
- Checklists to be used to verify: technical compliance; submittal contents; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures for Consultant Produced Work:

- The processes for QA monitoring, surveillances, and audits of the internal QC activities, including when QA audits are to be conducted, and the QC activities and QC documentation to be audited.
- Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

- Quality Records list or definition.
- Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan or document control plan.

A.7 Project Support and Other Services

- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with City and Railroads;
- Participate in the review of insurance claims involving incidents as they affect SBCTA and City and provide analyses, identify means to mitigate or resolve, and make recommendations for action by SBCTA;
- Actively participate and support a partnering program for the Project that is anticipated to be established by the DB, which will use an independent facilitator to structure and conduct the program. The intent of this program is to build working relationships among all Project participants and

stakeholders, including SBCTA, City, Railroads, Consultant, local jurisdictions, DB, and others to best facilitate the cooperation and relations between parties in meeting the Project objectives and successfully completing all Project work;

- Prior to the start of construction, organize, schedule, and conduct a pre-construction conference that includes select agencies that will be participating in the Project, as well as the DB, to communicate the approach and plan to design and construct the Project;
- Identify, define, and implement key Project initiatives that will benefit SBCTA, City, the community and the Project by improving work processes and reducing Project costs and resource requirements.
- Schedule, coordinate, and/or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, reports and documents) necessary to support the Project management activities;
- In coordination with SBCTA, City and other project consultants, participate in internal meetings, prepare and provide information and project documents such as:
 - o HBP or other funding invoices,
 - o minor support for SBCTA's development of federal fund Authorization to Proceed (E-76) packages, and
 - o other project documents as needed.

Funding sources include federal HBP funds, SBCTA Measure I sales tax funds, and City funds; and

- Participate in planning meetings, provide information, prepare materials, and directly participate in formal presentations made to the SBCTA Board, City Council, FHWA, Caltrans, Railroads, and others directly related to project funding as directed by SBCTA.

A.8 Risk Management

- Obtain and review all available risk assessment information, including the risk register already developed by SBCTA and City that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- Perform ongoing Project risk identification and management activities by working with the various Project work groups, including the DB;
- Provide quarterly updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- Provide all necessary reports and actions requested by SBCTA to support requests of City, Caltrans, Railroads, FHWA, or others in documenting adherence to all risk management requirements and practices.

B. Contract Management and Administration

Under SBCTA's direction, in coordination with City and Railroads, Consultant shall provide contracts management and administration services to monitor performance by the DB to the requirements of their contract and subcontractors contracts. This includes all aspects of the contract, for example, the Disadvantage Business Enterprise (DBE) subcontracting performance, labor compliance, administration of change management processes, and claims support on behalf of SBCTA.

Contract management services include:

B.1 Contract Management

- Provide contracts management services for the overall Project and its various contracts. This includes identification and allocation of staffing resources to accomplish specific contract administration tasks; integration and coordination with Project Staff on contract matters; and attendance at meetings to coordinate contract management-related activities and deliverables with the DB and stakeholder entities associated with the Project. Identify contract compliance issues for the DB contract, provide analyses, and make recommendations to resolve issues for SBCTA approval;
- Provide the systems and tools appropriate to track, monitor, document, and report on DB, environmental mitigation, and other contracts and the compliance to their respective contracts, and timing of actions, recommendations, and approvals;
- Coordinate, monitor and manage contract compliance between SBCTA and Consultant, providing communications and correspondence in addressing clarifications and amendments. Monitor compliance with Federal, State, Local agency and Railroads requirements including:
 - o Provide regular updates to audited overhead rates as requested by SBCTA, including those of Consultant and Subconsultants; and
 - o Demonstrate compliance with Consultant's contract commercial requirements, including invoicing content and format, allowable compensation, schedule adherence, insurance coverage requirements, etc. through submitted documentation.
- Schedule, coordinate, and attend meetings to support all Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings.

B.2 Contract Administration

- Establish Project correspondence and communication procedures and protocols consistent with the requirements of the DB contract and monitor and document compliance to these requirements;
- Process DB correspondence according to the Project requirements in a

timely manner to support SBCTA and stakeholder agency approvals;

- Review DB payment applications for compliance to contract requirements. Identify areas of concern and resolve with DB and SBCTA;
- Identify the amount of the final payment due to DB and assist SBCTA with processing any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to City and Railroads where appropriate. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control;
- Prepare the final documentation to release all liens and recommend final payment and release of bonds and retention;
- Provide the systems and tools to provide documentation and tracking of DB and Consultant's contract compliance;
- Prepare and issue SBCTA-directed CCOs in compliance with the DB contract requirements. Negotiate final terms with the DB to process the CCOs and seek any necessary external approvals as appropriate;
- Review and analyze contractor-initiated CCOs by DB. Negotiate final terms and process for approval by SBCTA and other stakeholder agencies, including City, Railroads, Caltrans and FHWA as appropriate;
- Perform regular review and documentation of DB communications for changes and claims, and report to SBCTA with recommendations and actions; and
- Provide reporting tools and CCO logs to properly track and monitor change notices, CCOs, and claims to identify trends and measure cost and schedule impacts.

B.3 Labor Compliance - Disadvantaged Business Enterprise (DBE)

Consultant shall monitor and document DBE compliance. Services include responding to contractor comments and providing technical assistance on all labor compliance requirements, as necessary. Labor compliance shall also include:

- Development of a "Federal On-the-Job Training (OJT) Participation" goal, as necessary, and ensure that all required OJT provisions, labor compliance forms, and applicable Federal prevailing wage determinations are included in the applicable contracts;
- Develop processes and procedures for labor compliance functions in accordance with State and Federal requirements and the Caltrans Local Assistance Procedures Manual;

- Develop planned labor compliance activities as part of the PMP, including roles and responsibilities;
- Determine and update the Federal general wage determinations, as necessary, based on wage rate amendments and the Federal "10-Day rule" found under 29 CFR Section 1.6(c)(3);
- Determine applicable State prevailing wage rate determinations applicable to the Project based on the Project's bid advertise date;
- Prepare a pre-bid meeting checklist designed to facilitate review of all labor compliance requirements including applicable prevailing wage requirements and potential proposers;
- Verify compliance with California's Department of Industrial Relations (DIR) requirements for labor compliance, including:
 - Provide technical guidance and coordinate with SBCTA to establish the appropriate reporting requirements and information necessary for the DIR to perform labor compliance on the Project;
 - Provide periodic audits of DB and subcontractor's compliance to DIR requirements and information needed for labor compliance monitoring;
 - Support SBCTA with coordinating with DIR, as necessary, on its performance of Project review audits and site interviews; and
 - Periodically review with SBCTA its compliance with State and Federal requirements for labor compliance.
- Observe and monitor DB and subcontractors labor relations with labor organizations on behalf of SBCTA, periodically review labor practices on the Project, and discuss labor issues with the DB and subcontractors, as appropriate, to mitigate potential for delays to Project completion. Make recommendations, as appropriate, on resolution of labor issues to SBCTA;
- Monitor DB, and other contractors for compliance with labor code requirements and provisions for labor harmony on the Project;
- Develop a DBE Contractor Performance Plan requirement for inclusion in the applicable contracts;
- Develop an annual DBE reporting update requirement for inclusion in the applicable contracts;
- Confirm contractor-claimed DBE participation crediting in conformance with 49 CFR Part 26 and Caltrans directives, including Commercially Useful Function (CUF) provisions;
- Review DB and subcontractors' DBE reports for accuracy and coordinate with contractors to reconcile discrepancies; and
- Provide oversight of DBE and labor compliance activities of the DB and

subcontractors and general support to SBCTA, including compliance by the contractor with their DBE Performance Plan, and Federal, State, and Local requirements for prevailing wages and Davis- Bacon Act requirements.

B.4 Document Controls Management

- Under SBCTA's direction, in coordination with City and Railroads, Consultant shall provide, implement and maintain a SBCTA-Consultant document collaboration portal for all Project communications;
- Oversee integration of this electronic document collaboration portal, including administration, with the DB's document control systems once identified;
 - Provide ongoing document management and control of all DB and subcontractor submittals and correspondence. Integrate the DB and SBCTA document management procedures and tools in support of transmittal, submittal processing, and approval requirements. This activity will include all Project documentation for design reviews, Requests for Information (RFIs), and all other submittals. Maintain the tools, filing, storage, and retention of Project documentation following Caltrans' uniform filing system. Consultant shall assist and support SBCTA, Caltrans and other Project Team staff with the proper authorizations, instruction and use of the system to facilitate the effective document management throughout completion of the Project.

C. Project Controls

Under SBCTA's direction, in coordination with City and Railroads, provide overall Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the PCM, DB, and other related Project contracts including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

C.1 Project Controls Management

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures. Review the monthly invoices for the DB to maintain conformance with the Work Breakdown Structure (WBS) cost structure;
- Provide monthly trend registers, cost, and schedule reports on Project performance in conjunction with the DB reporting requirements. Reporting will be provided in an agreed-upon format on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Project performance monitoring;
- Update and document changes in the Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by SBCTA, City, Railroads, Caltrans, and FHWA;

- Perform periodic reviews and analyses of the DB cost performance, as appropriate, to determine trends that may result in potential claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, SBCTA program costs that are external to PCM contract. This will include costs associated with the Project that are incurred through other agreements, in accordance with State, Federal, Local or Railroads requirements, or as otherwise defined under the PCM contract.

C.2 Cost Engineering

- Prepare monthly invoices for contract services with adequate budget allocation for actual costs incurred; check for compliance with contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to SBCTA questions or comments on invoicing;
Develop budgeting for work tasks for Consultant activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support for internal management and client needs;
- Review monthly invoices /progress payments submitted by the DB as to compliance with contract requirements and progress achieved on the Project; and
- Coordinate development of reports related to SBCTA program costs that are external and internal to the PCM contract. Coordinate with DB to develop additional reports, as necessary.

C.3 Scheduling

- Prepare and maintain an overall Project schedule and coordinate with all Project disciplines to schedule updates and provide monthly reporting to SBCTA. Include identification and analysis of resource constraints and requirements, as appropriate, and any constraints to costs and cash flow;
- Provide schedule analyses, as required, to address schedule issues and concerns resulting from Project activities, either of SBCTA, and/or Consultant, or of the DB. In addressing issues, determine and recommend recovery actions, including resource and cash flow requirements;
- Review the DB design and construction schedule to monitor compliance with their contracts, and incorporate their schedules into the master program schedule. Provide analysis and document all schedule changes and their impacts to the baseline schedule, and request and analyze recommendations of DB recovery plans;
- Participate in weekly DB scheduling meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Project schedules;

- Schedule, coordinate, and attend meetings, as necessary, to support Project schedule activities, including preparation of agendas, meeting minutes, and action items; and
- Provide monthly schedule reports on Project performance in conjunction with DB reporting requirements. Provide any other necessary supports deemed required to support Project performance monitoring.

C.4 Cost Estimating

- Consultant shall review the current project cost estimate and budget and prepare a new cost estimate and firm budget for the Project, including the provision for contingencies and escalations and submit to SBCTA for approval. The cost estimate and budget shall be updated quarterly as new information is developed, changes to the budget shall be tracked as variances, and SBCTA shall be notified on a prompt and regular basis. Any change or variance from the Project budget will be submitted to SBCTA for approval;
- Provide review and analyses of potential CCOs submitted by the DB, including presentation of cost and schedule impacts, solutions to mitigate impacts, and recommendations to SBCTA and other stakeholder agencies for approval; and
- Provide estimating support, as necessary, to review and analyze DB changes and value engineering proposals. Provide recommendations to SBCTA.

D. Construction Management

Under SBCTA's direction, in coordination with City and Railroads, provide Construction Management services for supporting construction OV administration and compliance to contract requirements by the DB. The Consultant shall provide administrative management, staff and related support services necessary to complement and facilitate effort as outlined within Section A.5. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with City and Railroads in efficiently and jointly performing construction OV tasks. These services include:

D.1 Construction Management

- Provide seasoned, experienced staff who have previously held the titles and done the job for which they are being proposed. This project is first and foremost bridge construction; the bridge is being constructed by a design-build contractor over an intermodal railroad facility. SBCTA envisions a single person to fulfill the Resident Engineer and Structure Representative role;
- Organize, schedule and conduct a pre-construction conference that includes all agencies, utilities and DB that will be participating in the Project and other impacted projects within the limits of the Project. Provide all meeting support services such as meeting notices and meeting minutes;

- Provide and implement a construction management staffing plan that effectively integrates with City's and Railroads' roles, responsibilities, and staffing for the Project and provides the necessary resources and capabilities to oversee and monitor the quality of construction work performed by the DB. The staffing plan should strategically recognize City and Railroads' key roles as facility owners, Project advisors and approving agencies, hence, OV efforts should be performed together jointly in collaboration with PCM, SBCTA, City and Railroads staff as one team - functioning as one streamlined, cohesive OV effort and avoiding a duplication of staffing, efforts and reviews;
- Monitor the DB overall planning of construction activities to identify critical milestones and priorities, and to determine budget estimates and staffing requirements for the defined scope and schedule;
- Prepare and submit the monthly report of construction activity and progress that relates to DB progress and compliance to contract requirements;
- Field monitor DB construction activities and compliance to their safety plan. Note concerns or deficiencies immediately to DB for their implementation of corrective measures;
- Develop/implement a field issue resolution program, including issue identification and resolution by the DB, or other appropriate agencies;
- Observe and identify all potential changes in SOW based on DB activities, review all CCOs submitted, and perform required analyses and recommendations to SBCTA for disposition;
- Review work status and recommend to SBCTA when the Project is substantially complete. Prepare a summary of the status of the work of DB and a "punch list" of any incomplete work or work that does not conform to the contract documents. Coordinate and assist SBCTA, City and Railroads in conducting final inspections and oversee completion of all work. Recommend relief of maintenance to SBCTA for DB for all or portions of the Project; and
- Certify the amount of the final payment due to DB and assist SBCTA with the processing of any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to City and Railroads. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock.

D.2 Construction Services & Administration

- Serve as the primary liaison between Project team, ensuring timely and accurate distribution of information and materials;

- Establish and maintain Project records. Project record keeping shall include correspondence, memoranda, contract documents, RFIs, CCOs, claims, SBCTA directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, and quantity calculations, measurements and daily Extra Work Reports that support progress payments, and other pertinent documents. Consultant shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractor, subcontractors, and principal material suppliers;
- Research and compile statistical information and related data and produce special or recurring reports and complete special projects as assigned; maintain and monitor the operating budget as directed;
- Establish and maintain document archiving and retrieval systems (both electronic and hard copy), prioritizing the flow of Project reports/correspondence, and ensuring timeliness in the handling, processing, and resolution of requests, requirements, or problems;
- Establish and maintain follow-up files and confidential files for Project team;
- Make recommendations for additions or revisions to existing Project practices and policies. Serve as focal point for gathering newly published policies and the dissemination of materials;
- Maintain the Project team meetings calendar. Assist Project team in coordinating meetings; and
- Manage Project vehicle fleet, maintaining monthly inspection, maintenance and fueling records.

D.3 Roadway Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the roadway work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications, shop drawings, and material data submittals by the DB; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB construction QC programs, including the adequacy of capability of QC resources. In accordance with the Consultant's approved OV Plan, perform construction process assessments of the DB construction QC and QA processes and management system audits of the

implementation of construction-related activities against approved management plans. Oversee and provide, as necessary, notification to the DB of rejected work when the work or materials do not conform to the requirements of the Design-Build contract documents;

- Monitor compliance of DB safety plans and note concerns or deficiencies immediately to DB for their implementation of corrective measures;
- Support and assist with administration of OV oversight activities and their recording of daily progress of the Project with accurate and complete daily reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed and geolocated for easy retrieval;
- Review all detour, lane closure, temporary access, signing, delineation, and traffic management and control plan for compliance with contract TMP requirements and all safety laws and regulations. Notify any deficiencies to DB for their immediate correction and compliance. Communicate any special notices to the public outreach team;
- Observe and identify all potential changes in SOW based on DB activities, and review all CCOs submitted, perform required analyses, and present recommendations to SBCTA for disposition. Maintain separate log and files to document all potential and actual changes;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor DB compliance to inspection and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the works; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

D.4 Structures Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the structures work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications, shop drawings, and material data submittals by the DB; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;

- Monitor the DB construction QC programs, including the adequacy of capability of QC resources. In accordance with the Consultant's approved OV Plan, perform construction process assessments of the DB construction QC and QA processes and management system audits of the implementation of construction related activities against approved management plans. Oversee and provide, as necessary, notification to the DB of rejected work when the work or materials do not conform to the requirements of the contract documents;
- Monitor compliance of DB safety plans and note concerns or deficiencies immediately to DB for their implementation of corrective measures;
- Oversee project-wide performance of construction inspection and OV oversight activities and their recording of daily progress of the Project with accurate and complete daily inspection reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed for easy retrieval;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed; Coordinate and oversee DB compliance with Railroads requirements for flagging and construction work windows.
- Monitor DB compliance with field investigation and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the work; and
- Ensure that all test reports, records, and noncompliance reports are satisfactorily resolved.

D.5 Office Engineering

- Coordinate with DB for completion and submittal of final record drawings or as-built drawings. The record drawings and documents shall be prepared and submitted in conformance with the contract requirements;
- Monitor the DB's maintenance of a detailed photographic history of the Project in compliance with their Design-Build contract, including labels with location, direction of view, date, time, and any information of interest. Photographs shall be maintained in an electronic indexed album or SBCTA-approved software. Photographs shall include, but not be limited to, conditions prior to construction, during construction, changes to detours, barricade placement, disputed work, rejected work, and completed work;
- Coordinate between Design and Construction personnel to receive and distribute Project plans and documents throughout the Project term;
- Perform general construction office duties relating to administration of construction contracts, such as processing extra work invoices, preparing progress estimates, and filing documents following Caltrans' uniform

filing system;

- Monitor DB compliance with plans, quality of work, and construction activity, including review of selection/use of computer-based processes to compile engineering data, horizontal and vertical alignments, curve computations, and preparation of as-built plans;
- For schedule/work activities where the need is identified, prepare quantity calculations and quantity sheets for payment purposes and review calculations prepared by Roadway and Structures Resident Engineering teams;
- Prepare or assist in the preparation of CCOs for the purpose of making alterations, deviations, additions to, or deletions from the plans and specifications to ensure proper completion or construction of the contract by gathering critical information necessary and interpreting technical reports and data to determine a feasible solution;
- Resolve/close out RFIs and CCOs timely;
- Coordinate between field personnel in tracking and logging all field documents, including reports and daily Progress Reports;
- Track and document all safety procedures and reports;
- Track and document all environmental and stormwater pollution prevention related reports and inspections and coordinate with the environmental personnel on the Project;
- Track, monitor, and document all roadway closures on the Project;
- Develop, maintain, and update Project's contact matrix and assure posting and distribution to the Project's team;
- Provide the tracking and maintenance of Project work schedules, analyses, technical and production reports, and other documentation as required;
- Organize, prepare, and conduct field site investigations and visitations from SBCTA, City, Railroads, Caltrans, and FHWA personnel to confirm Project progress, conduct studies, or any other purpose; and
- Schedule, coordinate, and attend meetings, as necessary, to support Project oversight and construction activities, including the preparation of meeting materials, agendas, minutes, and action item list.
- Track mitigation costs and verify expenses for all right of way and railroad mitigation work.

Minute Action

AGENDA ITEM: 32

Date: June 7, 2023

Subject:

Amendment No. 2 to Contract No. 18-1001811 for State Route 60 Central Avenue with Dynamic Engineering Services, Inc.

Recommendation:

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

Approve Amendment No. 2 to Contract No. 18-1001811 with Dynamic Engineering Services, Inc. for Construction Management Services, to increase the contract amount by \$422,615.83 for a revised contract total of \$3,938,342.63.

Background:

The State Route (SR) 60 Central Avenue Interchange Project (Project) proposes to widen the existing Central Avenue Bridge over SR 60, widen both westbound and eastbound on-ramps, and improve both ramp intersections. The Project would improve local street circulation, facilitate freeway access for the City of Chino (City), and improve regional mobility. San Bernardino County Transportation Authority (SBCTA) and the City executed Cooperative Agreement No. R14050 in June 2014, whereby SBCTA would be the lead agency for all Project phases. Since then, the Project has begun construction.

On April 4, 2018, Contract No. 18-1001811 was executed with Dynamic Engineering Services, Inc. (DESI) for Construction Management (CM) of the Project in the City of Chino. CM activities include constructability review of the project plans and specifications, bid and award support, and management of the construction contract. Advertisement of the contract was deferred as staff applied for, and was able to allocate, over \$8 million of State Transportation Corridor Improvement Funds (TCIF). On August 4, 2020, the construction contract was advertised and on December 2, 2020, the construction contract was awarded. Work began after a Notice to Proceed (NTP) was issued on January 20, 2021.

At the time of the NTP issuance, California Department of Transportation (Caltrans) was wrapping up their Three Bridges Replacement Project with an anticipated completion date of April 28, 2021. The bridges included in the Caltrans project are Pipeline Avenue, Monte Vista Avenue, and Benson Avenue. The SR 60 Central Avenue Bridge is between two of the three bridges in the three-bridge project. Benson Avenue is to the east of Central Avenue, and Monte Vista Avenue and Pipeline Avenue are to the west of Central Avenue.

Construction on the Project initially proceeded as planned with grading of the ramps and interchange gore areas, construction of the abutments, and installation of the bridge girders on the northbound bridge. In summer 2021, the contractor notified the Resident Engineer and SBCTA that they would be unable to proceed with retaining wall (RW) work per their approved Critical Path Method (CPM) schedule because the temporary striping in place for the Caltrans Three Bridges Replacement Project conflicts with the temporary striping that would allow full work area access to build the SR 60 Central Avenue RWs (RW 12 and RW 29).

Entity: San Bernardino County Transportation Authority

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The Caltrans contract pushed the traffic to the outside lanes to create work zones for the Caltrans bridge widening in the median. The Project pushed traffic inwards, to create work zones in the outer lanes. With the projects shifting traffic in opposite directions, the Project could not implement the temporary striping per plan without creating an abrupt traffic shift. Therefore, the temporary striping had to be adjusted in order to achieve a safe and allowable taper.

SBCTA's construction management team worked with the contractor to shift work around to minimize delay impacts and to complete other elements of the projects. A portion of the Stage 1 temporary striping plan was revised via Change Order No. 4 due to striping conflicts with the adjacent project [Caltrans' Three Bridges Replacement Project (EA0F030)]; Change Order No. 23 adjusted the temporary striping for Stage 2 work.

In addition to the third-party delay from the Caltrans Three Bridges Replacement Project, the Contractor has experienced delays due to weather and material supply issues. The original CM contract was for 18 months, ending in September 2022; the estimated completion date is now September 2023, followed by the one-year plant establishment period. While the scope of the CM work has not changed, the duration of the project has increased by almost one year due to issues outside the control of the CM team. The CM team is still required to monitor and inspect on-site operations on a daily basis, including storm water and sedimentation during rain, and safety measures deployed throughout the project.

On March 1, 2023, the SBCTA Board of Directors (Board) approved Amendment No. 1 to Contract No. 18-1001811 to extend the contract termination date to allow DESI to complete work within the revised project schedule. At that time, the project team's plan was to try to finish the project within the existing budget with a contingency release. Their ability to do this was predicated on no further delays occurring on the project. However, the unusually heavy storms and rains earlier this year further delayed the contractor's completion date, for which non-working days were issued.

Based on a review of the remaining construction management support for DESI, staff is recommending that the Board approve this Amendment No. 2 to increase the contract amount by \$422,615.83 for a revised total of \$3,938,342.63, to allow DESI to complete work within a revised project budget. The amount requested in this amendment is within the balance of the cooperative agreement with the City; therefore, an amendment to the cooperative agreement with the City is not necessary.

DESI has provided competent services in execution of their contract. This amendment will provide the needed construction services during plant establishment and closeout with minimal disruption to the overall Project delivery. To date, the qualifications and performance of DESI support processing this amendment with DESI through Project completion. This amendment complies with Contracting and Procurement Policy No. 11000, V.C.3.d, as DESI is the best firm positioned to perform this work due to their unique knowledge of the Project.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget and the Proposed Fiscal Year 2023/2024 Budget under Task No. 0830, Sub-Task No. 0893 (SR 60 Central Avenue Interchange).

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June 7, 2023
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Reviewed By:

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

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>18-1001811</u>	Amendment No.:	<u>2</u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>02924</u>	Vendor Name:	<u>Dynamic Engineering Services, Inc</u>
Description:	<u>Construction Management Services for the SR 60 Central Avenue Interchange Project</u>		
List Any Related Contract Nos.:	<u>15-1001091</u>		

		Dollar Amount			
Original Contract	\$	3,196,115.80	Original Contingency	\$	319,611.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	319,611.00	Prior Contingency Released (-)	\$	(319,611.00)
Current Amendment	\$	422,615.83	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,938,342.63	Total Contingency Value	\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	3,938,342.63

Board of Directors	Date: 06/07/2023	Board	Item # 9657
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 06/07/2023

Board

Item # 9657

Contract Management (Internal Purposes Only)

Other Contracts

Sole Source? No

No Budget Adjustment

Local

Construction Management

Monthly

[illegible]

Paul Melocoton

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 2 TO CONTRACT NO. 18-1001811

FOR

CONSTRUCTION MANAGEMENT SERVICES

SR-60/CENTRAL AVENUE INTERCHANGE IMPROVEMENT PROJECT

(DYNAMIC ENGINEERING SERVICES, INC.)

This AMENDMENT No. 2 to Contract No. 18-1001811 is made by and between Dynamic Engineering Services, Inc. ("Consultant") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS:

- A. On April 4, 2018, the SBCTA Board approved Contract No. 18-1001811 ("Contract") to engage the services of Consultant to provide professional services for construction management of the State Route 60 Interchange Improvement ("Project"), and also authorized contingency of \$319,611.
- B. On June 21, 2018, a contingency amendment of \$6,000 was approved, increasing the contract amount to \$3,202,115.80.
- C. Completion of the construction of the Project is now forecasted to extend beyond the original planned completion date due to several factors, therefore extending the project schedule.
- D. On March 1, 2023, the SBCTA Board approved Amendment No. 1 to the Contract No. 18-1001811, which was executed on March 6, 2023, to extend the Contract termination date through October 4, 2024, to allow Consultant to complete work within the revised project schedule.
- E. On March 7, 2023, a contingency amendment of \$313,611.00 was approved, increasing the contract amount to \$3,515,726.80.
- F. Parties desire to amend the Contract to increase the Not-to-Exceed amount by \$422,615.83, for a revised total of \$3,938,342.63, to allow Consultant to complete work within a revised project budget.

NOW THEREFORE, the Parties agree as follows:

1. Delete Section 5.1 in its entirety and replace with the following:

"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 \$3,938,342.63, unless authorized by a contract amendment."

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

IN WITNESS WHEREOF, the authorized parties have signed below.

**DYNAMIC ENGINEERING SERVICES,
INC., A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Victor O Moore
Chief Executive Officer

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Chia-Chi Wang
Chief Financial Officer

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Minute Action

AGENDA ITEM: 33

Date: June 7, 2023

Subject:

Interstate 15 Corridor Freight and Express Lanes Construction and Maintenance Agreement with Southern California Regional Rail Authority

Recommendation:

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

Approve Agreement No. 23-1002938 between Southern California Regional Rail Authority and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of Interstate 15 Corridor Freight and Express Lanes Project at the Rochester Avenue Overhead in the amount of \$1,148,125.

Background:

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 (Project) will add auxiliary lanes to improve freight corridor movement and will add two express lanes in each direction on the I-15 from south of State Route 60 to north of Foothill Boulevard. The Environmental Document for the Project was approved in December 2018. The Project will be delivered in multiple construction packages. The first construction package, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1, will add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion. Construction packages for portions north of Foothill Boulevard to Duncan Canyon Road will be developed in the future based on funding considerations. Final design work for the Project is ongoing with current activities consisting of structure design, and developing Plans, Specifications, and Estimates.

This item covers one of three railroad construction and maintenance (C&M) agreements where the I-15 traverses three railroad crossings with infrastructure used by either the Southern California Regional Rail Authority (SCRRA) or the Union Pacific Railroad (UPRR).

C&M Agreement No. 23-1002938 is an agreement with SCRRA and San Bernardino County Transportation Authority (SBCTA) for defining roles, responsibilities, and funding for the construction and maintenance of the I-15 Project at the Rochester Avenue Overhead crossing located in the City of Rancho Cucamonga. In this agreement, SBCTA performs all project and/or structure work at the SCRRA rail line and SBCTA pays for actual costs for SCRRA construction support, and other SCRRA expenses defined within the agreement at an estimated cost of \$1,148,125.

Staff is recommending that the Board approve C&M Agreement No. 23-1002938.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Adopted Budget and the Proposed Fiscal Year 2023/2024 Budget for Task No. 0820, Freeway Projects, Sub-Task No. 0831.

Reviewed By:

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

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

Page 2

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract No.: 23-1002938 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

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

Description: I-15 Corridor Construction and Maintenance Agreement for the Rochester OH

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,148,125.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,148,125.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,148,125.00

Board of Directors	Date: 06/07/2023	Board	Item # 9130
Contract Management (Internal Purposes Only)			

Capital Project Contracts		Sole Source?	N/A	No Budget Adjustment	
Local	Construction			N/A	

[illegible]

Henry Stultz

Task Manager (Print Name)

Additional Notes:

CONSTRUCTION AND MAINTENANCE AGREEMENT 23-1002938

for

ROCHESTER OH (WIDEN)

CROSSING OVER METROLINK TRACKS

between

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

and

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Covering the

CONSTRUCTION

CPUC No. 101SG-42.94-A DOT NO.: 026973B

SAN GABRIEL SUBDIVISION MP 42.94

BRIDGE NO.: 54-0919

In the

CITY OF RANCHO CUCAMONGA,

COUNTY OF SAN BERNARDINO, CALIFORNIA

CONSTRUCTION AND MAINTENANCE AGREEMENT

For

ROCHESTER OH (WIDEN)

This Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the ____ day of _____, 20____, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd., Suite 1500, Los Angeles, California 90017, and the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, the duly constituted transportation authority for San Bernardino County (hereinafter referred to as "SBCTA"), to be addressed at 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410. Herein, SCRRA and SBCTA may be individually referred to as a "PARTY" and collectively referred to as the "**PARTIES.**"

RECITALS:

WHEREAS, SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority ("LACMTA"), Ventura County Transportation ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino County Transportation Authority ("SBCTA"), and Riverside County Transportation Commission ("RCTC").

WHEREAS, SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication, positive train control (“PTC”) systems, and appurtenances on the rail line known as the San Gabriel Subdivision in the area of the Rochester Overhead in Rancho Cucamonga, CA.

WHEREAS, SBCTA is to widen the Rochester Overhead Structure (“STRUCTURE”) and construct associated roadway improvements (as needed), drainage, streetlights, utilities, and appurtenances comprise the project (“PROJECT”). Reference Exhibit B-3- Project Plans.

WHEREAS, SBCTA is undertaking to provide project management services and be the implementing agency for final design, ROW (as needed), and construction of the PROJECT.

WHEREAS, SBCTA desires a formal agreement with SCRRA for SCRRA’s support services required for construction of the STRUCTURE, including flagging, safety training, inspection, project management and agency support, and design and relocation of SCRRA underground communication and signal fiber optic system in conflict with new construction of STRUCTURE.

WHEREAS, SCRRA and SBCTA are entering into this AGREEMENT to cover the PROJECT as described in the AGREEMENT and as contained in the Exhibits attached hereto and made a part of this AGREEMENT.

WHEREAS, SBCTA holds the primary responsibility for state and federal funding programming and implementation of regional highway and transit projects throughout San Bernardino County, owns the right-of-way for the SCRRA rail line known as the San Gabriel Subdivision, and is the lead agency for the PROJECT.

Now, THEREFORE, in consideration of the foregoing recitals and mutual understandings herein, the PARTIES agree as follows:

AGREEMENT

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A-1	SCRAA Right of Way Encroachment Application
Exhibit A-2	SCRAA Right of Way Encroachment Process
Exhibit A-3	SCRAA Form 37 Fules and Requirements for Construction on SCRAA Right of Way
Exhibit A-4	Standard Terms and Conditions
Exhibit B-1	Not Used (See Article 2)
Exhibit B-2	Location Print
Exhibit B-3	Project Plans (Project Title Sheet and Bridge General Plan)
Exhibit B-4	Project Specifications (Cover Page)
Exhibit B-5	SCRRA Approval of Plans and Related Documents
Exhibit C-1	Not Used
Exhibit C-2	Not Used
Exhibit D-1	Not Used
Exhibit D-2	SCRRA Scope of Work, and Estimate RAILROAD WORK)
Exhibit E-1	SCRRA Form 6, Temporary Right of Entry Agreement and SCRRA Insurance Requirements
Exhibit E-2	Access Control Management Plan Requirements
Exhibit F	Funding Schedule
Exhibit G	CPUC Decision Granting Authority to Reconstruct a Grade-Separated Highway-Rail Crossing

ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 The PROJECT includes widening the Rochester OH on the San Gabriel Subdivision at Mile Post 42.94. The STRUCTURE and associated roadway improvements, drainage, streetlights, traffic signal(s), utilities, and appurtenances describe the PROJECT. Reference **Exhibit B-3**, Project Plans.

The location of the STRUCTURE proposed by the SBCTA is shown on the location print marked as **Exhibit B-2**. The detailed plan(s) of the STRUCTURE and PROJECT, upon review and acceptance by SCRRA, are to be included in this AGREEMENT and are collectively marked as **Exhibit B-3**. The detailed specifications of the STRUCTURE and PROJECT, upon review and acceptance by SCRRA, are to be included in this AGREEMENT and are collectively marked as **Exhibit B-4**.

2.2 The PROJECT also includes any and all appurtenances, fencing, grading, alterations to or new construction of drainage facilities, and final design review, construction engineering, inspection, and contract preparation.

ARTICLE 3 – PLANS AND SPECIFICATIONS

3.1 SBCTA, at its sole cost and expense, has prepared final detailed Plans, Specifications, and Estimates (the “PS&E”) for the PROJECT, which are referenced in EXHIBITS B-3 and B-4, and have been approved by SCRRA.

3.2 SBCTA shall comply with all SCRRA terms and conditions, including those that are described in **Exhibit A**, and including all SCRRA standards, design and construction criteria and guidelines, for this PROJECT for any work performed by SBCTA or contractor(s) for the SBCTA.

3.3 The final PS&E is part of this AGREEMENT (see Exhibits B-3 and B-4). No changes in the final and approved PS&E may be made unless SCRRA has consented to the proposed changes in writing.

3.4 Upon completion of the PROJECT, SBCTA, at its sole cost and expense, shall furnish to SCRRA a USB thumb drive of electronic portable document format (PDF) files of the record drawings, developed in accordance with Caltrans procedures and depicting the as-constructed condition of the PROJECT and appurtenances. In addition, SBCTA shall furnish a PDF copy of the specifications, structural calculations, and approved prestressing shop plans of the structures to SCRRA. SBCTA shall also electronically furnish SCRRA the drawings in an editable Microstation or AutoCAD file format.

ARTICLE 4 –SCRRA, SBCTA REQUIREMENTS

4.1 SBCTA, at its sole cost and expense, shall comply, and shall ensure that its employee(s), consultant(s) and contractor(s) comply, at all times when on the rail right-of-way, with the rules and regulations, but not limited to the current editions of the following documents, which are otherwise known as “REFERENCES”, which are incorporated in this document as if they were set full in this paragraph, and can be accessed on the Metrolink Web site.

<https://www.metrolinktrains.com/about/agency/engineering--construction/>

- a) SCRRA Right of Way Encroachment Application - As set forth in this AGREEMENT- Exhibit A-1
- b) SCRRA Right of Way Encroachment Process - As set forth in this AGREEMENT- Exhibit A-2
- c) SCRRA Form 6 Temporary Right of Entry Agreement - As set forth in this AGREEMENT- Exhibit E-1
- d) SCRRA Form 37 Rules and Requirements for Construction on SCRRA Right of Way - As set forth in this AGREEMENT- Exhibit A-3
- e) Standard Terms and Conditions- As set forth in this AGREEMENT- Exhibit A-5

4.2 SBCTA and all employee(s), consultant(s), and contractor(s) employed by SBCTA shall ensure compliance with the terms and conditions of this AGREEMENT for work specified in this Article. SCRRA requires all SBCTA employee(s), consultant(s) and contractor(s) working on the PROJECT to attend the SCRRA Third Party Safety Training as a mandatory prerequisite to enter the railroad right-of-way and further requires that all such parties comply with the SCRRA Safety Rules while on railroad property.

4.3 SBCTA shall notify SCRRA's Railroad Protective Services Contractor a minimum of three (3) weeks in advance of the daily flagging requirements for each week. Each Roadway Worker In-Charge (RWIC) shift shall consist of 8 hours of support with a period of up to one hour at either end of the shift solely for the purpose of establishing or taking down protection as required. RWIC support shall be required at all times for any work within the railroad right-of-way or with the potential to foul the railroad.

4.4 SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training and compliance with SCRRA requirements, in accordance with SCRRA's Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRA Third Party Work Rules. SBCTA's employee(s), consultant(s), and contractor(s) shall cooperate with SCRRA, Federal and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRA third-party safety requirements, may result in the removal of offending individual(s) from the SCRRA Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement (Exhibit E-2/SCRRA Form 6).

4.5 SBCTA will ensure that its Contractor fully protects the track and associated infrastructure from any potential concrete spillage, from cast in drilled hole (CIDH) piling

arising or other excavation arising and will ensure that any work above the railroad is fully protected to ensure that there is no potential for materials or equipment to fall onto the right-of-way beneath. SBCTA shall ensure that its contractor does not store materials or equipment upon the right-of-way which could foul the track; that before any material/equipment is stored upon the right-of-way, SCRRA's written agreement is first secured; that a clear access path for maintenance or emergency vehicles is at all times maintained adjacent to tracks; and that activities do not generate excessive dust.

4.6 SBCTA shall provide a full-time California Registered Resident Engineer to monitor, inspect and verify compliance with contract plans, specifications, and special provisions on all aspects of structural construction of the PROJECT, such as bridges, foundations, walls, falsework, shoring, pre-stressed concrete and drainage structures.

4.7 SBCTA will incorporate all requirements of this AGREEMENT into the construction contract with the Contractor.

ARTICLE 5 – WORK AND ESTIMATE BY SBCTA

5.1 SBCTA shall make, at its sole cost and expense, any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions, or public utilities other than SCRRA which may be necessary for the construction of the PROJECT.

5.2 SCRRA does not own the right of way and shall not be responsible for the removal of any contaminated or hazardous material within the limits of the PROJECT in accordance with applicable law or regulations.

5.3 SBCTA shall be responsible for all permits, licenses and agreements required by utility companies, third parties and statutory authorities for the construction and operation of the PROJECT.

ARTICLE 6 – WORK AND ESTIMATE BY SCRRA

6.1 The railroad work to be performed by SCRRA is described in Exhibit D-2 – RAILROAD WORK, dated April 8, 2023 ("RAILROAD WORK"). SCRRA's estimated cost for RAILROAD WORK is \$1,148,125.

6.2 Not used.

6.3 SCRRA shall provide a Project Manager to support the PROJECT, attend progress meetings, review work plans and schedules where the scope has the potential to affect SCRRA operations or at the SBCTA's request, provide an overview of construction progress, ensure railroad operational safety and compliance with SCRRA standards and procedures, support inspections and final walk-through and to generally provide coordination between SCRRA, SBCTA and SBCTA's contractor.

6.4 SCRRA shall provide a Construction Inspector to support the PROJECT, observe construction activities in, over and adjacent to, SCRRA right of way for compliance with approved Site-Specific Work Plans ("SSWP"), attend construction meetings, observe construction activities for railroad operational safety and compliance with SCRRA standards and procedures.

6.5 SCRRA shall also provide its track, signal, and communication maintenance contractors for support throughout construction.

ARTICLE 7 – CONSTRUCTION BY SBCTA

7.1 SBCTA shall furnish, or cause to be furnished, all labor, materials, tools equipment, and superintendence for the performance of the SBCTA WORK (i.e., all work contemplated by this Agreement that is not RAILROAD WORK). SBCTA shall also provide a full-time Resident Engineer with experience in highway-railroad grade

separation projects on the site of the work during construction. The Resident Engineer must be an engineer licensed in the State of California and must have the authority to provide direction to the Contractor or Contractors employed by SBCTA. SCRRA, at SBCTA's cost and expense, may retain an inspector or engineer to make periodic reviews of the work insofar as the interests of SCRRA are affected. Resident Engineer shall coordinate the Contractor's work schedule and progress with the SCRRA Project Manager, provide advance notifications of work window requirements and upcoming activities, and ensure that the work does not impact SCRRA or freight railroad operations.

7.2 SBCTA must supervise and inspect the operations of all SBCTA Contractors to assure compliance with the plans and specifications approved by SCRRA, the terms of this AGREEMENT, and all safety requirements of SCRRA. If SCRRA reasonably determines that SBCTA personnel are not providing proper supervision and inspection at any time during construction of the PROJECT, SCRRA has the right to stop construction within or adjacent to its own right-of-way. Construction of the PROJECT, within SCRRA Operating Right of Way, will not proceed until SBCTA corrects the objectionable condition or activity to the reasonable satisfaction of SCRRA. If SCRRA believes that the condition or activity is not being corrected in an expeditious manner, SCRRA will immediately notify SBCTA, and SBCTA agrees to institute appropriate corrective action.

7.3 SBCTA shall incorporate the requirements of **Exhibits A, E-1 and E-2** into each prime contract for construction of the PROJECT. SBCTA shall ensure that its Contractor conforms with the requirements described in **Exhibits A, E-1 and E-2**, in order to avoid delay or damage to SCRRA operations, right-of-way, property, or other facilities, or the operations, property or facilities of others occupying or using SCRRA Operating Right of Way. All work done by the SBCTA, or its Contractor(s), on the right-of-way of SCRRA, shall be done in a manner satisfactory to SCRRA.

7.4 To facilitate scheduling for the PROJECT, SBCTA shall require its Contractor or Contractors to give SCRRA's representative ninety (90) working days advance notice of the proposed time and date for the Exclusive Track Window to which SCRRA has agreed. Should it become impracticable to provide the work window on the date(s) established due to train operations or service obligations, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in work windows.

Work Windows are described in Article 4.3, Work Windows and Track Access, of the SCRRA Form 37, Rules and Requirements for Construction on SCRRA Right of Way which can be found at: <https://metrolinktrains.com/about/agency/right-of-way/>.

1 Form B Protection

- a) Contractor will be permitted to cross the SCRRA Operating Right of Way only with work crews, equipment, and materials under Form B Protection during the day or night; however, the Contractor will not be permitted to perform work in the Railroad right of way or adjacent to the right of way with work crews and equipment that could foul SCRRA tracks during the daytime Form B Protection window, unless otherwise provided for herein.
- b) Contractor will be permitted to cross over and work above the SCRRA Operating Right of Way on the new STRUCTURE with work crews, equipment and materials under Form B Protection during the day or night; however, the Contractor will not be permitted to perform work above the Railroad right of way that could foul Metrolink tracks during the daytime Form B Protection window, unless otherwise provided for herein.

7.5 SBCTA must advise the SCRRA Chief of Program Delivery, in writing, of the completion date of the PROJECT within thirty (30) days after such completion date. Additionally, SBCTA must notify SCRRA's Chief of Program Delivery, in writing, of the date on which SBCTA and its Contractor(s) will meet with SCRRA for the purposes of making final acceptance of the PROJECT. SBCTA shall ensure that any outstanding defects,

omissions, site clean-up and removal of materials/equipment with the potential to affect Railroad operations are immediately addressed to SCRRA's satisfaction.

ARTICLE 8 – SHOOFLY CONSTRUCTION (NOT USED)

ARTICLE 9 – TRACK STABILIZATION PERIOD (NOT USED)

ARTICLE 10 – DISTRIBUTION OF COSTS

10.1 The sources of funding for the PROJECT include Federal, state and local funds, as shown on **Exhibit F**, attached hereto. SBCTA and SCRRA shall conform to all requirements regarding expenses and invoicing provided in the funding contracts and agreements attached to this AGREEMENT as **Exhibit F**. SCRRA acknowledges that certain funding is contingent upon execution of this AGREEMENT.

10.2 The current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I, and 23 CFR 646, Subparts A and B, are incorporated into this AGREEMENT by reference, and construction work by the SBCTA and Contractor(s) shall be performed, and any reimbursement to SCRRA for work it performs, shall be made in accordance with the Federal Aid Policy Guide. If there is no corresponding closure of an existing grade crossing as part of the PROJECT as provided in 23 CFR 646.210(b)(2), the PROJECT is of no ascertainable benefit to SCRRA and SCRRA shall not be obligated to pay or contribute to any PROJECT costs.

ARTICLE 11 – PAYMENT FOR SCRRA WORK

11.1 When the PROJECT Construction and Maintenance Agreement is executed, SBCTA will make an initial deposit of twenty five percent (25%) in the amount of \$287,031.25 of the SCRRA Scope of Work and Cost Estimate (Exhibit D-2). SBCTA will make a second deposit of twenty five percent (25%) in the amount of \$287,031.25

payable upon construction commencement. When the actual cost and expenses incurred, including the estimated Railroad Flagging and Safety Training, have exceeded fifty percent (50%) of the deposited funds to date, SCRRA shall notify SBCTA in writing and shall provide back-up for expenses to-date against the deposit. SBCTA and SCRRA will then analyze costs to date and projected costs to close out the PROJECT to confirm the appropriate amount of the last deposit. SBCTA shall then deposit the remaining balance of the estimated amount Railroad Flagging and Safety Training in the amount of \$574,062.50 or other mutually agreeable amount.

If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount deposited by SBCTA, SCRRA may, in its sole discretion, revise its estimates of the amount of RAILROAD WORK remaining, and SBCTA shall deposit any additional amounts in excess of the original deposit with SCRRA.

11.2 SCRRA will submit quarterly statements of costs incurred by SCRRA for review by SBCTA. SBCTA shall review the statement for conformance with the applicable provisions of 48 CFR 31 or the requirements of the funding agreements contained in **Exhibit F** within Twenty (20) business days and provide SCRRA with written approval, comments and/or objections in writing.

11.3 Until SCRRA receives formal approval of its final overhead rates, the Federal Transit Administration provisional overhead rate will be provided for cost estimation and budgeting purposes. SCRRA will invoice utilizing the Federal Transit Administration provisional overhead rate until the Federal Transit Administration, SCRRA's cognizant audit Agency, has approved the final rate at the completion of its audit, at which time SCRRA will reconcile all previous invoices and adjust where appropriate. Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit Agency,

SCRRA will send SBCTA a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown in **Exhibit D-2**.

11.4 SCRRA, if it so elects, may recalculate, and update the Estimate as contained in Exhibit D-2 submitted to SBCTA in the event SBCTA does not commence construction on the portion of the PROJECT located on the SCRRA right-of-way within six (6) months from the date of the execution of the AGREEMENT.

11.5 SBCTA acknowledges that the Estimate as contained in Exhibit D-2 includes an estimate of the flagging or other protective service costs provided by SCRRA that are to be paid by SBCTA in connection with the PROJECT.

11.6 SBCTA acknowledges that by entering into this AGREEMENT, SCRRA will provide services and accommodations to promote the public interest in the PROJECT without profit or other economic benefit. Notwithstanding the amount of any estimate provided by SCRRA, SBCTA agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA in connection with the PROJECT including, but not limited to, actual costs of engineering review, coordination, construction inspection, flagging or other protective service, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith.

ARTICLE 12 - PERMIT TO CONSTRUCT STRUCTURE (NOT USED)

ARTICLE 13 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE

13.1 Entry onto the SCRRA Operated Right of Way by SBCTA or its Contractor(s) shall at all times be subject to the then-current requirements for entering the SCRRA

Operated Right of Way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

13.2 Not Used.

13.3 SBCTA shall incorporate the provisions set forth in Exhibits A, Exhibit E-1 and Exhibit E-2, into each contract for construction of the PROJECT. SBCTA shall further require that each of its Contractors comply with the requirements set forth in Exhibits A, Exhibit E-1 and Exhibits E-2, to this AGREEMENT.

13.4 If SBCTA retains a Contractor(s) to perform construction on the PROJECT to perform any work involving the PROJECT (including any subsequent relocation or maintenance and repair work), SBCTA shall require the Contractor(s) to:

- a) Execute SCRRA "Form 6 – Right -of -Entry Agreement" or similar form of agreement as adopted by SCRRA at the time that any future work is performed without modification. A copy of Form 6 as currently adopted by SCRRA is included with AGREEMENT as Exhibit E-2
- b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying SCRRA "Form 6 – Right –of-Entry Agreement" and as described in Exhibit E-2
- c) Furnish all SCRRA administrative and railroad protection service costs associated with provision of the right-of-entry agreement and the contractor's safe execution of the work

13.5 SBCTA shall not allow any Contractor or Contractors to commence any work in the Crossing Area or on any other portion of the SCRRA Operated Right of Way until the contractor or contractors have provided the required insurance and the right-of-entry is approved and signed by SCRRA.

13.6 Not Used.

13.7 All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

SCRRA
 Andy Althorp
 Assistant Director of Construction
 2558 Supply Street Building A, Pomona, California 91767
 Email: althorpa @scrra.net Phone: (213) 494-8080 XXX
 SCRRA File No. G0000938
 SCRRA Project No. 861013

SBCTA
 Sal Chavez
 Project Deliver Manager
 1170 West 3rd Street
 San Bernardino, CA 92410
 Email: schavez@gosbcta.com
 Contract 23-1002938

13.8 SBCTA may not self-insure any portion of the insurance coverage for work performed by the employees of SBCTA without the prior approval of SCRRA.

13.9 Under no circumstances will personnel, equipment, or material of a Contractor or SBCTA be allowed on SCRRA Operated Right of Way without providing the insurance required by this article and arranging for flagging or other protective services, as applicable.

ARTICLE 14 - MAINTENANCE OF COMPLETED STRUCTURE

14.1 SCRRA will continue to accept, operate, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- a) The railroad roadbed, ballast, track and appurtenances.
- b) The railroad signal and communication facilities and appurtenances.

- c) The railroad maintenance roads located on the railroad right-of-way and on the railroad side of access gates.
- d) The railroad drainage structures.
- e) Other facilities which SCRRA shall operate and/or maintain, whether constructed by SBCTA or SCRRA.

14.2 Upon completion of the PROJECT and acceptance the following portions of the PROJECT will be maintained by others.:

- a) The bridge superstructure, bridge seats, bearings, and bearing areas;
- b) The bridge abutments, piles, casings, footings, slope protection, piers, pier protection wall, backwalls, wingwalls, and connecting retaining walls;
- c) The roadway including the roadway approaches and curbs, gutters, sidewalks and appurtenances thereto;
- d) The overpass and roadway approach lighting;
- e) The roadway drainage structures, storm drain laterals, and collecting storm drains;
- f) The roadway signage and striping;
- g) The railings and appurtenances of roadway and bridge crossing for protection or benefit of vehicles and pedestrians; and
- h) All other work constructed by the PROJECT as it specifically relates to vehicular and pedestrian use of the roadway and bridge crossing.

ARTICLE 15 – EFFECTIVE DATE; TERM AND TERMINATION.

15.1 This AGREEMENT shall become effective as of the date signed by SCRRA and shall continue in full force and effect for as long as the STRUCTURE remains within the Crossing Area.

15.2 In the event SBCTA does not commence construction on the portion of the PROJECT located on the SCRRA CROSSING AREA within eighteen (18) months of the

EFFECTIVE DATE of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective thirty (30) days after delivery of written notice to SBCTA.

15.3 SBCTA may suspend its performance under this AGREEMENT if it becomes impracticable to proceed because of a lack of PROJECT funding or restrictions on the distribution of funds.

15.4 If the AGREEMENT is terminated or suspended for any reason, SBCTA shall pay to SCRRA all actual costs incurred by SCRRA or its Contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead in connection with reviewing any preliminary or final PROJECT PS&E.

ARTICLE 16 - CONDITIONS PRECEDENT TO START OF WORK

16.1 Neither SBCTA nor any Contractor(s) retained by SBCTA may commence any work within the Crossing Area or on any other SCRRA managed property until:

- a) SCRRA and SBCTA have executed this AGREEMENT.
- b) SBCTA has deposited required advance funds with SCRRA as provided for in Article 11.1
- c) SCRRA has provided written approval of the Plans and Related Documents to SBCTA.
- d) Not used.
- e) Each Contractor(s) has executed SCRRA "Form No. 6 - Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 – Temporary Right-of-Entry Agreement and this AGREEMENT. Should the prime contractor elect to provide insurance and indemnification for all of its subcontractors then only the

prime contractor shall obtain the Form No. 6 Temporary Right-of-Entry Agreement. Application for Temporary Right-of-Entry Agreement shall include the Contractors Access Control Management Plan, Exhibit E-2.

f) All required sums for payment of SCRRA engineering support and protective services have been deposited with SCRRA in accordance with the terms of this AGREEMENT.

ARTICLE 17 - INDEMNIFICATION

17.1 No PARTY shall be responsible for any damage or liability arising out of any act or omission by any other PARTY in connection with any aspect of the PROJECT, or any obligation under this AGREEMENT.

17.2 SBCTA shall indemnify, defend and hold harmless SCRRA, the Operating Railroads, and their respective member agencies, directors, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of SBCTA under or in connection with any aspect of the RAILROAD WORK, authority or obligation agreed to by SBCTA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, SBCTA WORK, RAILROAD WORK and termination of this AGREEMENT.

17.3 Not Used.

17.4 Not Used.

17.5 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to

an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2. To achieve this purpose, each PARTY agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 18 -GENERAL PROVISIONS

18.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of SCRRA. SBCTA's obligations under this AGREEMENT shall terminate upon PROJECT acceptance, except as otherwise provided in Article 17.

18.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by SBCTA and SCRRA.

18.3 The PARTIES to the AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under 23 U.S. Code, Chapter 1, Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three years after FHWA payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRA, or SBCTA, or State, or Federal auditors, or all or any combination. All audits are to be

performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

18.4 In addition to the specific provisions of this AGREEMENT, the delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to circumstances outside the control of any PARTY, such as war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; pandemics; epidemics; quarantine restrictions; freight embargoes; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) days after the commencement of the cause, the period shall commence to run only 30 days prior to the giving of such notice.

18.5 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

18.6 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the AGREEMENT and the balance of the AGREEMENT shall remain in effect.

18.7 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

18.8 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

18.9 The RECITALS set forth above are incorporated into this AGREEMENT.

18.10 This AGREEMENT may be executed in counterparts and by the PARTIES hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same AGREEMENT.

18.11 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To SBCTA

Director of Project Delivery
SBCTA
1170 W. Third St., 2nd Floor
San Bernardino, CA 92410
hstultz@gosbcta.com
909-884-8276

To SCRRA

Mr. Justin Fornelli, P.E.
Chief of Program Delivery
Southern California Regional Rail Authority
2558 Supply Street, Bldg. A
Pomona, CA 91767
fornellij@scrra.net
909-593-4291

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed in by their duly qualified and authorized officials.

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

**SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

Darren M. Kettle
Chief Executive Officer

By: _____

Art Bishop
Board President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Don O. Del Rio
General Counsel

By: _____

Juanda Daniel
Assistant General Counsel

Exhibit A-1

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
SCRRA Right of Way Encroachment Application

APPLICATION FOR RIGHT-OF-WAY ENCHROACHMENT

Application Date:

SCRRRA File Number:

SCRRRA Project Number:

SECTION 1: PROJECT OWNER INFORMATION

TO BE COMPLETED BY APPLICANT

Project Owner/Legal Company Identification (required)

Owner's Complete Legal Company Name:					
Legal Address (1):					
Legal Address (2):					
City:		State:		Zip:	
Business Type:	Corporation Municipality	Limited Liability Company Limited Liability Partnership	Partnership Joint Venture		
State of Incorporation:		Other Business Type - Describe:			

Billing Address

Payment Type: Mail a Check ACH Payment
 (Check box if same as above); if not, please complete below.

Billing Address (1):					
Billing Address (2):					
City:		State:		Zip:	

Project Owner Contact Information

Contact Name:			Contact Title:		
Office Phone:	Ext.:		Mobile Phone:		
Email:			Emergency Phone:		

SECTION 2: PROJECT CONTACT INFORMATION

TO BE COMPLETED BY APPLICANT

Check here if address is the same as legal address above.

If not the same as above, check here if agreement should be mailed to this address.

Project Engineer/Consultant/Agent Information

Engineer/Consultant/ Agent Company Name:					
Contact Name:					
Mailing Address:					
City:		State:		Zip:	
Office Phone:			Mobile Phone:		
Email:					

Attachment: 23-1002938 Rochester 230126 SCRRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRRA)

SECTION 3: PROJECT INFORMATION/LOCATION	TO BE COMPLETED BY APPLICANT
Project Reference	
Is the current work connected to an existing agreement, license, or easement between SCRRA, a Member Agency, or a prior Railroad?	
Yes	Provide Agreement # or Title and Date:
No	
Is this project related to another project or activity involving SCRRA or to which SCRRA is a party?	
Yes	Describe:
No	
Provide utility owner project reference number:	
Project Scope	
Check box to indicate type of entry request:	
General Access: <input type="checkbox"/> Bridge Inspection (if checked, must include DOT Bridge Numbers) <input type="checkbox"/> Field Review of Proposed Improvements <input type="checkbox"/> Utility Location <input type="checkbox"/> Monitoring (Vibration, Structural, etc) <input type="checkbox"/> Construction Job Walk <input type="checkbox"/> Surveying <input type="checkbox"/> Film Shooting	
Fiber Optic, Petroleum or Gas Pipeline Access or Investigation: <input type="checkbox"/> Annual Maintenance Permit <input type="checkbox"/> Relocation of Existing Utility <input type="checkbox"/> Protection of Existing Utility <input type="checkbox"/> Potholing of Existing Utilities <input type="checkbox"/> Other	
Environmental Investigation: <input type="checkbox"/> Groundwater Sampling <input type="checkbox"/> Sediment Sampling <input type="checkbox"/> Soil Sampling <input type="checkbox"/> Remediation <input type="checkbox"/> Monitoring Wells If state or Federal Site, provide Site #:	
Construction of New Pipeline or Underground Conduit (See Section 4) <input type="checkbox"/> Construct Storm Drain or Sanitary Sewer <input type="checkbox"/> Construct Petroleum or Gas Pipeline <input type="checkbox"/> Construct New Fiber Optic Facilities <input type="checkbox"/> Construct New Underground Power Line <input type="checkbox"/> Construct Underground Cable not Otherwise Described Above <input type="checkbox"/> Other Pipeline or Underground Conduit	
Railroad Operations: How close will the proposed activity be to the nearest railroad track: Will the proposed activity require crossing railroad track(s): Yes Describe: No	

May 20, 2022

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SECTION 3: PROJECT INFORMATION/LOCATION		TO BE COMPLETED BY APPLICANT	
Project Description			
Description / Scope (Include: purpose, scope of work, materials, equipment, geographic features, special conditions):			
DRAFT			
Project Location			
City:		County:	State:
Street Address (if applicable):			
Subdivision:		Mile Post:	

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

May 20, 2022

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SECTION 4: UNDERGROUND STRUCTURE INFORMATION

TO BE COMPLETED BY APPLICANT

Carrier Pipe: New Construction Reconstruction

Non-Flammable Substance: (See SCRRRA Standard ES 5001)

Flammable Substance: (See SCRRRA Standard ES 5002)

Nearest Cross Streets:

Angle of Crossing with Track:

Pipe Slope or Gradient:

	Carrier Pipe	Casing Pipe
Content to be Handled:		
Nominal Diameter		
Pipe Material		
Specifications and Grade		
Wall Thickness		
Operating Pressure/Maximum Pressure		
Minimum Yield Strength		
Type Joints		
Coating Material		
Length of Casing		
Longitudinal Distance from Centerline of Track		
Distance from Centerline of Track		
Base of Rail to Top of Casing		
Roadway Ditches		

Vents: Depth:

Method of Installation: Dry Bore Directional Bore

Attachment: 23-1002938 Rochester 230126 SCRRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRRA)

May 20, 2022

Page 5 of 5

SECTION 4: UNDERGROUND STRUCTURE INFORMATION**TO BE COMPLETED BY APPLICANT**

Type, Size, and Spacing of Insulator Supports

Distance to Shut-off Valve on Each Side of R/W

Types of Seals at Ends of Crossings

Cathodic Protection (Type)

Casing Filler

Longitudinal Pipeline: Distance from Centerline of Outside Track

Depth of Bury to Top of Pipe

SECTION 5: OVERHEAD STRUCTURE INFORMATION**TO BE COMPLETED BY APPLICANT**

New Construction

Reconstruction

Communication Line Crossing

Power Line Crossing

Existing Facility

Communication Line

Supply (Electrical) Line

Height Above Top of Rail in (ft):

Supply

Communication

General

Angle of Crossing with Tracks:

Length of Span (ft)

Height Above Top of Rail (ft, No Wind, 60 deg)

Poles

Use Existing Pole(s)

Pole No. or
ReferenceDepth
(below surface)Circumference
(top of pole)

Length of Pole

Within Right-
of-WayDistance to ed
of Right-of-Wa

Replace Pole(s)

Install New Pole(s)

Cable

Type

Number

Size

Voltage

Phase

Frequency

Fiber Optic Cable (type)

Number

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

Exhibit A-2

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
SCRRA Right of Way Encroachment Process

Southern California Regional Rail Authority

METROLINK

RIGHT OF WAY ENCROACHMENT PROCESS

Revised
July 14, 2022

Prepared by
SCRRA Track & Signal Infrastructure Maintenance

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

Right of Way Encroachment Process

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SCRRA RIGHT-OF-WAY ENCROACHMENT PROCESS

1.0 GENERAL

- A. All work activities within the Southern California Reginal Rail Authority (SCRRA) operating corridor and right-of-way, or work activities that affect the operation or safety of trains must be reviewed and approved by SCRRA. Typical work activities are categorized into the following project types:
- i. Permanent Facility: Installation of new pipelines (water, sewer, gas, oil, stormwater), wirelines (electrical, traffic, fiber optic cables), or billboards that will be permanent.
 - ii. Temporary Encroachment: Temporary installation of pipelines or wirelines, temporary encroachment for adjacent site development, street maintenance within the railroad right of way, temporary encroachment for vegetation removal or graffiti abatement. Temporary traffic control which is through or near a railroad crossing.
 - iii. Survey and Filming: Site surveying with portable equipment, site observations, and filming with portable equipment.
 - iv. Operation & Maintenance: Operations, maintenance, or removal of installations where the project owner has an existing license agreement with an SCRRA Member Agency.
 - v. House Moving or movement of oversized loads across railroad tracks: Any movement of equipment or loads which exceed the width or weight limits of the road.

1.1 Overview of Requirements

- A. The Right-of-Way Encroachment Process must be followed for all activities described in Section 1.0 General.
- B. An executed Right-of-Way Encroachment agreement (i.e. Form 4, Form 5, Form 6) is required prior to the commencement of any activities within the right-of-way or affecting train operations. A license agreement may be required.
- C. The Applicant's on-site representative must have a copy of the executed Right-of-Way Encroachment available for inspection at all times when on the right-of-way.
- D. Each individual working on the right-of-way must successfully complete Railroad safety training.
- E. Railroad flagging and safety training services are only provided by SCRRA authorized contractors.
- F. SCRRA Cable Marking must be completed prior to the commencement of work and may be required to be refreshed throughout the project duration.

Right of Way Encroachment Process

1.3 Contact Information

- A. All submittals must be sent electronically to:

Right-of-Way Encroachments Coordinator
rightofentry@scrra.net

- B. For additional information or to follow up on the status of an application contact:

Mr. Eric Reese, Right-of-Way Encroachments Coordinator
ReeseE@scrra.net
(909) 667-8108

- C. To mail a paper check or submit updated insurance certificates use the following mailing address:

*Southern California Regional Rail Authority
2700 Melbourne Ave Pomona, California 91767
Attn: Mr. Eric Reese, Right-of-Way Encroachments Coordinator*

- D. **In case of emergency or to report issues with the highway-rail at-grade crossing call the 24-hour SCRRRA Communications & Signal Emergency line at 1-888-446-9721.**

1.4 Useful Resources

- A. Metrolink Website includes information about SCRRRA, Facts Sheets & Numbers, Maps and train schedules.
- B. Engineering & Construction page includes the latest engineering standards, specifications, design manuals, and maintenance manuals. The Engineering & Construction page is found under the About menu from the Home page.
- C. Right-of-Way Encroachments page includes the latest contact information, Procedures and FAQ, Right of Way Encroachment Forms, Form 37, requirements for SSWP, and Train Traffic Density. The Right-of-Way Encroachments page is found through a link on the Engineering & Construction page or by searching Right-of-Way Encroachments from the Metrolink Website.

2.0 DEFINITIONS

- A. *Applicant* – The entity which submits the Application for Right of Way Encroachment for a project. The Applicant may be the Project Owner, a contractor or consultant to the Project Owner. The term Applicant includes any contractor completing work covered by the executed Right-of-Way Encroachment agreement.
- B. *Project Owner* – A government entity, public utility, private developer or other entity which owns or is responsible for the project.

Right of Way Encroachment
Process

- C. *Project Type* – Categories of activities defined in Section 1.0 General.
- D. *Railroad Safety Training* – Required safety training for each individual who will be working on the railroad right-of-way. This is also referred to as “RWP Safety Training”.

3.0 PROCESS OVERVIEW

- A. This section provides an overview of the process required for each project type listed in Section 1.0 General. Review this document in its entirety for detailed descriptions and requirements.
 - i. **Initial Application Submittal** package submitted to rightofentry@scrra.net. SCRRRA receives and reviews submittal package. Incomplete submittals or packages missing information will be returned to the applicant for correction. Once verified as complete, an SCRRRA Project Number is assigned. SCRRRA conducts engineering design review of the project. This step may require more than one resubmittal to address plan review comments.
 - ii. **License Agreement** is necessary for permanent facilities. SCRRRA submits the project to its Member Agency for a License Agreement. The Member Agency will review and execute a license agreement with the project owner.
 - iii. **Construction Submittal** package submitted to rightofentry@scrra.net. SCRRRA receives and reviews the package. This step may require more than one resubmittal to address construction comments.
 - iv. **ROE Encroachment Agreement Executed** and issued to the Applicant allowing the scheduling of training and railroad flagging services. SCRRRA will coordinate SCRRRA Cable Marking and provide a C&S Authorization number to proceed. Refresh of SCRRRA Cable Marking may be required.
 - v. **Work Complete** and project is ready for close out. Applicant submits Confirmation of Completion form to rightofentry@scrra.net. SCRRRA will verify internal billing status and close out the project.

3.1 Process Time

- A. The time period for review and approval of all encroachment activities is estimated in the table below. Every effort will be made to complete the process in a timely manner.

Table 1 Estimate of Process Time

Process Step	Estimated duration (days)
Initial Application	
Application Processing	5-10
Review and Approval by SCRRRA	10-30
Resubmittal by Applicant	10-20
Resubmittal Review and Approval by SCRRRA	5-30
License Agreement	
Issuance of Real Estate Agreement by Member Agency	30-90

Right of Way Encroachment
Process

Construction Submittal	
Review and Approval by SCRRA	5-10

4.0 INITIAL APPLICATION SUBMITTAL

- A. This section summarizes the contents of the Initial Application Submittal. Table 2 identifies the submittal contents for each project type.
- B. Incomplete submittals will be returned to the applicant for correction.

Table 2 Initial Application Submittal Contents by Project Type

Item Description	Permanent Facility	Temporary Encroachment	Survey and Filming	Operation & Maintenance	House Moving
SCRRA Application for Right-of-Way Encroachment	X	X	*	X	
Plan and profile drawings	X	X		X	
Schedule	X	X		X	X
Existing License Agreement				X	
Application Processing Fee	X	X		X	X

* Initial Application Submittal Not Required. Continue to Section 6

4.1 Application for Right-of-Way Encroachment

- A. The Application for Right-of-Way Encroachment is an electronic fillable form available on the Right-of-Way Encroachments page of the Metrolink website.
- B. The following are mandatory sections of the application and must be filled out completely:
- Section 1: Project Owner Information
 - Section 2: Project Contact Information
 - Section 3: Project Information/Location
- C. The following are required to be completed as applicable to the project:
- Section 4: Underground Structure Information
 - Section 5: Overhead Structure Information

Right of Way Encroachment
Process

4.3 Plans and Drawings

- A. Plans and profiles will be submitted with each request. The plans should be clear, concise, and accurately reflect the design of the project that meets SCRRA standards and requirements.
- B. Drawing submittals shall include typical sections, plans, key maps, profiles, and cross sections. Drawings will be prepared on 11" x 17" sheets and PDF files shall be submitted to SCRRA. Drawings scale shall be 1"=200' for developed and undeveloped areas, 1"=100' in constrained urban areas and 1"=50' for stations and crossings.

4.4 Schedule

- A. An overview schedule of the project including the duration of work within the right-of-way.
- B. The schedule must include the duration of activities within the right-of-way or affecting train operations.
- C. The schedule must include the installation and removal dates of all temporary encroachment installations (e.g. temporary overhead power lines)

4.5 Existing License Agreement

- A. If the project owner has an existing license agreement for an existing or future permanent installation, include a copy of the executed agreement.

4.6 Application Processing Fee

- A. The application processing fee is comprised of Standard Plan Review, Administration and Contingency. Refer to the Schedule of Fees available on the Right-of-Way Encroachment site.
- B. Additional fees may apply depending on the project details. If the project includes temporary traffic control, shoring or falsework additional plan review fees, as identified on the Schedule of Fees, are necessary.
- C. This is a non-refundable fee for permit processing, administrative support, and engineering plan reviews.
- D. To pay fees through paper checks, make checks payable to "Southern California Regional Rail Authority" and mail to the address below.

*Southern California Regional Rail Authority
2700 Melbourne Ave Pomona, California 91767
Attn: Mr. Eric Reese, Right-of-Way Encroachments Coordinator*

- E. To pay fees through Automated Clearing House (ACH) payment, mark the ACH payment type on the Application for Right-of-Way Encroachment form and submit the Initial Application Submittal. The ROE Coordinator will contact the Applicant to provide additional information for payment.

Right of Way Encroachment
Process

4.7 Engineering Plan Review of Application Submittal

- A. SCRRA reviews application and plans for compliance to technical and safety regulations, including location of work, horizontal and vertical clearances to tracks, shoring, jacking and false work, any issue determined to impact safety or railroad operations, maintainability, drainage impacts, access to member agency property, compatibility with future plans for rail improvements or use of rail roadway, and existing underground railroad facilities.
- B. Review SCRRA Form 37 Rules and Requirement for Construction on SCRRA Right-of-Way to verify compliance with SCRRA requirements prior to submission.

5.0 LICENSING AGREEMENT

- A. A license agreement is necessary for all permanent facilities.
- B. Member Agency real estate department will review applications for use of the right-of-way. Right-of-Entry agreement cannot be granted by SCRRA until Member Agency real estate agreement is complete.
- C. Generally, agreement processing time will be between 30 - 90 days. Please allow sufficient time for document handling to desired construction date. Before construction begins, real estate agreements must be executed by the Applicant and the Member Agency. License fees will be submitted to the Member Agency directly. The application processing and construction services deposit does not include the license fees.

Table 3 SCRRA's Member Agency Contact Information

Member Agency	Contacts
Metro	Manager, Property Management Los Angeles County Metropolitan Transportation Agency (Metro) P. O. Box 194 (1 Gateway Plaza, 14th Floor) Los Angeles, CA 90053 Phone: (213) 922-2435
OCTA	Right of Way Administrator Orange County Transportation Authority (OCTA) P. O. Box 14184 (550 South Main Street) Santa Ana, CA 92613-1584 Phone: (714) 560-5737
RCTC	Assistant Director, Planning & Programming Riverside County Transportation Commission (RCTC) 3560 University Avenue, Suite 100 Riverside, CA 92501 Phone: (909) 787-7924
SBCTA	Deputy Executive Director San Bernardino County Transportation Authority (SBCTA) 1170 W. 3rd Street, 2nd Floor San Bernardino, California 92410-1715 (909) 884-8276
VCTC	Executive Director

Right of Way Encroachment Process

	Ventura County Transportation Commission (VCTC) 950 County Square, Suite 207 Ventura, CA 93003 Phone: (805) 642-1591
--	---

6.0 CONSTRUCTION SUBMITTAL

- A. This section summarized the contents of the Construction Submittal. Table 4 identifies the submittal contents for each project type.
- B. Incomplete submittals will be returned to the applicant for correction.

Table 4 Construction Submittal Contents by Project Type

Item Description	Permanent Facility	Temporary Encroachment	Survey and Filming	Operation & Maintenance	House Moving
SCRRA Form No. 4					X
SCRRA Form No. 5			X		
SCRRA Form No. 6	X	X			
Insurance certificates as described in the Temporary Right-of-Entry agreement, SCRRA Form No. 6	X	X			
Letter of Intent			X		
Site Specific Work Plan (SSWP) and SSWP Checklist	X	X		X	
Deposit for Right-of-Entry Support (Signal & Communication Cable Locations, Safety training, and flagging Services)	X	X	X	X	X

5.1 Right-of-Way Encroachment Forms

- A. Right-of-Way Encroachment forms are available on the Right-of-Way Encroachments page of the Metrolink website.
- B. Agreement for Moving Oversized Loads Over Highway-Rail Grade Crossings, Form 4:
 - i. Describe the load
 - ii. Provide height, width and length (in feet)
 - iii. Identify if any SCRRA facilities need to be moved (e.g. signs, flashing lights, gates)
 - iv. Identify the location of the crossing

Right of Way Encroachment
Process

- v. Provide the date and time for the move
- vi. Complete the Applicant information
- vii. Sign the agreement

C. Indemnification and Assumption of Liability Agreement, Form 5:

- i. Identify the Location of Work
- ii. Provide a brief description/purpose of the work
- iii. Complete the Applicant information
- iv. Sign the agreement

D. Temporary Right-of-Entry Agreement, Form 6:

- i. Complete project and applicant details (page 1)
- ii. Complete the Applicant information
- iii. Sign the agreement

5.2 Insurance Certificates

- A. SCRRA requires that insurance coverage be provided prior to any entry and/or work activity within the railroad corridor for permanent and temporary encroachments. The Insurance requirements and limits for Right-of-Entry Agreements are included in Exhibit A of the Form 6.
- B. Railroad Protective Liability Insurance, in addition to general liability insurance is required for permanent and temporary encroachments in the right-of-way.
- C. Updated Train Traffic information is available on the Right-of-Way Encroachment page of the Metrolink website.
- D. The Certificate Holder and Additionally Insured are often overlooked, requiring resubmittal. Verify requirements within Exhibit B of the Form 6.5.2

4.2 Letter of Intent

- A. The letter must contain the following information:
 - i. Location: Provide a map, aerial, design plans, or nearest address for filming or surveying. Describe the area where people or equipment will be during the film shoot. Identify each location if surveying or filming will occur in multiple locations.
 - ii. Duration: Identify each day surveying or filming will occur on the right-of-way. Include the start and end time for each day. This includes any set up or take down time when people or equipment will be on the right-of-way.

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- iii. Equipment used: Describe the type and quantities of equipment used.
- iv. Number of individuals who will be on the right-of-way
- v. Parking requirements: Identify the number of vehicles that will be parked on the right-of-way during the filming or surveying.

5.3 Site Specific Work Plan (SSWP)

- A. The details of each construction activity affecting the operations, facilities, or right-of-way of SCRRA, or the operations or facilities of other railroads using the right-of-way, must be described in a Site Specific Work Plan (SSWP).
- B. The requirements of a Site Specific Work Plan (SSWP) is available on the Right-of-Way Encroachment page of the Metrolink website.
- C. Complete the SSWP Checklist and include with the SSWP.

5.4.1 Temporary Traffic Control Plans

- A. If the project will affect vehicular traffic across a highway-rail at-grade crossing, temporary traffic control plans are required.
- B. Temporary Traffic Control Plans must comply with SCRRA Engineering Standard 4301. Engineering Standards are available on the Engineering & Construction webpage (About, Engineering & Construction). Use the flow chart to verify temporary traffic control plans address the circumstances of the project.
- C. If the project will include multiple phases which affect the highway-rail at-grade crossing, additional temporary traffic control plans must be included for each phase.

5.4.2 Shoring Plans

- A. Support or shoring located on the SCRRA right-of-way, or within the zone of influence from railroad loading, shall conform to the SCRRA Design Criteria Manual, available on the Engineering & Construction page of the Metrolink website.

5.4.3 Falsework Plans

- A. If the project will include falsework over SCRRA tracks or will impact clearances (horizontal, vertical), falsework plans are required for SCRRA review. Plans must comply with the SCRRA Design Criteria Manual, and Engineering Standard ES-2101, ES-2102 and ES-2103 for clearance requirements. These documents are available on the Engineering & Construction page of the Metrolink website.

5.5 Deposit for Right-of-Way Encroachment Support

- A. The Deposit for Right-of-Way Encroachment Support is an estimate of the costs needed during the project. The deposit is calculated based on the rates within the Schedule of Fees (available on the Right-of-Way Encroachment site), the project duration, and project

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needs. Support services are expended based on actual costs.

- B. Railroad Safety Training is required for each individual working on the right-of-way. Training is valid for one full calendar year. The expiration date is listed on the training decal provided after successful completion of training. Include Railroad Safety Training based on the number of classes needed for the project.
- C. Communications and Signal Marking is required when digging, excavating, or installing underground facilities within the railroad right-of-way. C&S Authorization numbers are valid for 30-days. Refresher mark-outs or additional mark-outs may be necessary (e.g., schedule delays, multiple phases).
- D. Railroad Flagging protection is calculated based on the number of days where protection is needed. Partial days are not used when calculating the deposit.
- E. Untimely cancellation, failure to attend training, or not showing up for scheduled flagging will result in incurred costs against the deposit.
- F. To pay fees through paper checks, make checks payable to "Southern California Regional Rail Authority" and mail to the address below.

*Southern California Regional Rail Authority
2700 Melbourne Ave Pomona, California 91767
Attn: Mr. Eric Reese, Right-of-Way Encroachments Coordinator*

- G. To pay fees through Automated Clearing House (ACH) payment notify the ROE Coordinator in the Construction Submittal. The ROE Coordinator will contact the Applicant to provide additional information for payment.
- H. Additional deposits may be requested throughout the project to continue providing Right-of-Way Encroachment support.

5.6 Construction Review

- A. SCRRA reviews Construction Submittals for compliance to technical and safety regulations, including location of work, horizontal and vertical clearances to tracks, shoring, jacking and false work, any issue determined to impact safety or railroad operations, maintainability, drainage impacts, access to member agency property, compatibility with future plans for rail improvements or use of rail roadway, and existing underground railroad facilities.
- B. This review may be conducted during the Engineering Plan Review if the Applicant submits the SSWP, temporary traffic control plans, shoring plans, or falsework plans with the Initial Application Submittal. This review may be conducted separately if a license agreement is needed, or if the Initial Application Submittal is completed by a different entity than the Construction Submittal (e.g., Project Owner submits initial application prior during an earlier phase of a project).
- C. Review SCRRA Form 37 Rules and Requirement for Construction on SCRRA Right-of-Way to verify compliance with SCRRA requirements prior to submission.

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7.0 REQUIREMENTS PRIOR TO THE START OF WORK

- A. This section outlines the requirements of the Applicant after the Right-of-Way Encroachment agreement is executed, but before work can commence.
- B. Table 5 lists the requirements applicable to each project type.

Table 5 Requirement Prior to the Start of Work, by Project Type

Item Description	Permanent Facility	Temporary Encroachment	Survey and Filming	Operation & Maintenance	House Moving
Safety Training	X	X	X	X	
SCRRA C&S Authorization	X	X		X	
Request Railroad Flagging	X	X	X	X	X

7.1 Safety Training

- A. Each individual working on the Right-of-Way must complete the Railroad Safety Training.
- B. Refer to the executed Right-of-Way Encroachment agreement and/or cover letter for contact information.
- A. Dates and availability of training courses may be limited. Advanced planning and flexibility are helpful to the trainers and the Applicant's project schedule.

7.2 Cable Marking and Utilities

- A. The Applicant is responsible for the location and protection of any and all surface, sub-surface, and overhead utilities and structures. Approval of application or issuance of Right of Entry Agreement by SCRRA does not constitute confirmation of the existence or non-existence of any utilities or structures within the limits of this project.
- B. Before digging, excavating, or installing underground facilities the Applicant must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems, are present and located within the Project work area by calling the Southern California Underground Service Alert at 811.
- C. SCRRA is not a member of DIGALERT. The Applicant shall call SCRRA's Signal Department at (909) 592-1346 or by emailing the ROE Coordinator a minimum of fifteen days prior to beginning construction to mark signal and communication cables and conduits. No work may proceed until an SCRRA C&S Authorization number is provided.
- D. SCRRA C&S Authorization numbers are valid for 30-day.

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- E. In case of signal emergencies or grade crossing problems, the Applicant shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.

8.0 REQUIREMENTS DURING WORK

- A. To comply with Federal requirements, the Applicant's person in charge must keep a copy of SCRRA's agreement at the job site at all times during the encroachment on the Property. Failure to provide necessary information and documents, failure to obtain and produce SCRRA agreements (including not having SCRRA agreement on the job site), or violation of SCRRA rules and regulations will result in the removal of the Applicant, the Contractor, their employees, and equipment from the right-of-way.
- B. The Applicant shall follow SCRRA rules and regulations, addressed in Form 37 "Rules and Requirements for Construction on Railway Property".
- C. All persons working on, over, or under the SCRRA right-of-way must be equipped with personal protective equipment meeting applicable OSHA and ANSI specifications. Employees, contractors, subcontractors, suppliers, agents or invitees of Applicant shall possess the personal protective equipment, including safety glasses with side shields, helmets (hard hats), safety shoes with hardened toes, high visibility ORANGE (and only orange) retro-reflective work wear, and SCRRA railroad safety training decal.

8.1 Flagging Services

- B. The Applicant shall request and arrange for flagging services from SCRRA in the following circumstances:
- i. When the work activities are within the right-of-way of SCRRA.
 - ii. When the work activities are located over or under a track or tracks.
 - iii. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
 - iv. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
 - v. When work in any way interferes with the safe operation of trains at timetable speeds.
 - vi. When street construction and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.
- C. Flagging services are only provided by SCRRA authorized contractors. The Applicant will contact SCRRA's consultant/contractor to arrange for flagging services after approval of construction agreement by SCRRA.
- D. Flagging service is dependent on the availability of a Roadway-Worker-in-Charge

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(RWIC) and may require a minimum of fifteen working days prior to beginning work. Prior notification of flagging services does not guarantee the availability of the RWIC for the proposed date of work.

9.0 REQUIREMENTS AFTER WORK IS COMPLETE

- A. The Applicant or its Contractor must submit "AS-BUILT" drawings upon completion of the construction.
- B. The Applicant will request review and signature of the Confirmation of Completion Form by the SCRRA Flagging Contractor. The Application will then submit the Confirmation of Completion form to rightofentry@scrra.net.
- C. SCRRA will verify invoicing and billing status for the project. Any Right-of-Way Encroachment monies or contingency not used will be refunded once the project is closed out by SCRRA's Finance Department.

DRAFT

Exhibit A-3

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
SCRRA Form 37 Rules and Requirements for
Construction on SCRAA Right of Way



METROLINK



SCRRA FORM 37

RULES AND REQUIREMENTS FOR CONSTRUCTION ON SCRRA RIGHT-OF-WAY

January 2017

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Rules and Requirements for Construction on SCRRA Right-of-Way

1.0 GENERAL**1.1 Purpose**

- A. The rules and requirements are adopted to protect the Southern California Regional Rail Authority's (SCRRA) operations, including the proper manner of protecting the tracks, signals, fiber optic cables, pipe lines, other Right-of-Way, and tenants or licensees upon, adjacent to, across (under, and/or over), and along SCRRA and Member Agency Right-of-Way during the construction and/or maintenance activities on or adjacent to the Right-of-Way.
- B. The information in this document is intended to improve communication and cooperation on construction and improvement projects that may involve the railroad Right-of-Way. The goal of SCRRA is the facilitation of a safe work environment for its employees, Contractor's employees, and for the public.
- C. SCRRA must give careful consideration to anything that could adversely affect customer service, funding shortfalls for the services provided by SCRRA for use of railroad Right-of-Way, and risk to railroad operation.

1.2 Definitions

Contractor	Contractor is an individual, firm, third party, partnership or corporation, or combination thereof, private, municipal or public, including joint ventures, retained by SCRRA or another public entity to provide construction or maintenance services which may impact Right-of-Way and who is referred to throughout this document by singular number and masculine gender.
Member Agency	The county transportation agency whose property is directly affected by the Project. SCRRA Member Agencies include: the Los Angeles Metropolitan Transportation Authority (METRO), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC), the San Bernardino Associated Governments (SANBAG) and the Ventura County Transportation Commission (VCTC).
Operating Envelope	An imaginary line, measured 20 feet horizontally from the rail on the track on which trains or "on-track" equipment operate or may potentially operate. The Operating Envelope also includes the width and length of any active station platform. This imaginary pair of lines, which define the outside boundaries of the Operating Envelope, extend vertically up and down infinitely.
Operating System	Includes but is not limited to the tracks on which trains and on-track equipment operate or may potentially operate, and in addition any facilities closely related to the operation of the railroad system including signal and communication masts, bridges, poles, cables, and houses, track bridges, tunnels, culverts, grade crossings and station platforms."

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Project	The work (products, materials, facilities and improvements as required by the contract) to be performed pursuant to the contract documents.
Public Agency	Public Agency is defined to mean (i) the federal government and any agencies, departments or subdivisions thereof, and (ii) the State of California or any other state, and any Public Agency, city, city and Public Agency, district, public authority, Public Agency, joint powers, municipal corporation, or any other political subdivision or public corporation therein.
Right-of-Way	Right-of-Way is defined herein to mean the real and/or personal property of SCRRA or Member Agency(s).
SCRRA	Southern California Regional Rail Authority (SCRRA) is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Sections 6500 et seq., to build and operate the "METROLINK" commuter train system. The five-county member agencies are: Los Angeles County Metropolitan Transportation Authority ("METRO"), Ventura County Transportation Commission, Orange County Transportation Authority, San Bernardino Associated Governments, and Riverside County Transportation Commission. SCRRA builds, operates and maintains a commuter rail system in the five-county area on rail rights-of-way owned by the member agencies.
SSWP	Site Specific Work Program, plan, and schedule prepared and submitted by the Contractor and approved by SCRRA that accurately describes and illustrates the manner in which work within the Right-of-Way will be accomplished; the impacts on any elements of the Right-of-Way, SCRRA operations, SCRRA facilities; and the manner in which work will be accomplished with SCRRA allotted work windows.

1.3 Acronyms

The following acronyms are used in this document:

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
	American Public Works Association
AREMA	American Railway Engineering and Maintenance of Way Association
ASTM	American Society for Testing and Materials
BNSF	Burlington Northern & Santa Fe Railway
Caltrans	California Department of Transportation

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CPUC	California Public Utilities Commission
DOC	Dispatch and Operations Center
EIC	Employee-In-Charge
FRA	Federal Railway Administration
METRO	Los Angeles County Metropolitan Transportation Authority
MUTCD	Manual of Uniform Traffic Control Devices
OCTA	Orange County Transportation Authority
OSHA	Occupational Safety and Health Administration
PPE	Personnel Protective Equipment
PTC	Positive Train Control
RCTC	Riverside County Transportation Commission
SANBAG	San Bernardino Associated Governments
SCRRA	Southern California Regional Rail Authority
SSWP	Site Specific Work Plan
UPRR	Union Pacific Railroad
VCTC	Ventura County Transportation Commission
WATCH	Work Area Traffic Control Handbook

1.4 General Requirements of the Contractor

- A. All railroad tracks within and adjacent to the Project site are to be assumed active and rail traffic over these tracks must be maintained throughout the Project. Rail traffic may include both through trains and switching moves to local customers. SCRRA and other railroad traffic and operations can occur continuously throughout the day and night on these tracks and may not be interrupted except as approved by SCRRA and the other operating railroads using the tracks. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with rail operations.
- B. The Contractor, and its sub-contractors of any tier (collectively referred to as the Contractor), must coordinate its work with SCRRA during construction of the Project when any of the following conditions are present:
1. Where work is performed on the Right-of-Way of SCRRA;
 2. When the work is over or under or adjacent to the tracks of SCRRA;
 3. When excavations are performed within 30-feet of the centerline of the nearest track; or
 4. When the work has the potential to foul (obstruct) any track or reduce any clearance below the allowable minimum.
- C. The Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, cables, signs, flags, or other railroad facilities, or any service or connection to any railroad facility. All work on SCRRA tracks, signals, communication equipment, and other railroad facilities must be performed by SCRRA.
- D. The Contractor's ability to enter Right-of-Way is subject to the absolute right of

Rules and Requirements for Construction on SCRRA Right-of-Way

SCRRA to cause the Contractor's work on Right-of-Way to cease if, in the sole opinion of SCRRA, the Contractor's activities create a hazard to Right-of-Way, or SCRRA employees, or SCRRA operations, or any combination thereof.

- E. The Contractor shall inform itself of the expected train movements over the tracks in the vicinity of the work prior to developing its plans for any portion of the work. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains.
- F. The Contractor shall obtain permission in writing from SCRRA for movement of equipment on track or across tracks at locations other than public crossings. Such permission may not necessarily be granted. If it is granted, the Contractor shall comply with any condition required such as, but not limited to, the bridging of rail and protection of ballast section. Damages to the track structure will be repaired at the Contractor's sole expense.
- G. The Contractor shall perform no work on Right-of-Way until all its employees, including sub-contractors of any tier, have attended and passed the safety orientation class described in SCRRA Form 6, "Temporary Right-of-Entry Agreement".
- H. The Contractor shall adequately supervise all work performed by its employees and Subcontractors. Subcontractors of any tier, suppliers, owner-operators, and invitees of the Contractor are not recognized as such by SCRRA and are to be considered as employees of the Contractor for the purpose of carrying out the Contractor's obligations while working on, over, or adjacent to Right-of-Way.

1.5 Submittals

- A. Whenever work is performed within the vicinity of Right-of-Way, or when work may affect the operation or safety of trains, or for temporary or short-term uses of Right-of-Way, appropriate right-of-entry agreements and the method of performing the work shall first be submitted to SCRRA Representative for approval. SCRRA Form No. 4, "Agreement for Moving Oversized Loads Over Highway-Rail Grade Crossings" for the movement of oversize vehicles over the crossings; SCRRA Form No. 5, "Indemnification and Assumption of Liability Agreement" for temporary uses of rights of way (such as surveying activities and shallow geotechnical investigations); and SCRRA Form No. 6, "Temporary Right-of-Entry Agreement" for projects involving construction shall be submitted to SCRRA for review and approval.
- B. SSWP:
 - 1. All work with the potential to impede the normal functioning of any part of the Operating System shall include a detailed SSWP's showing schedule of events, indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the SSWP and the requested Work Window will be completed, and the total duration of all the construction

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activities shall be less than the approved Work Window. Failure of the Contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely affect the operations of scheduled trains.

2. The Contractor shall refer to SCRRA's Site Specific Work Plan Scope of SSWP (Exhibit A) prior to submitting SSWP. The Contractor shall submit SCRRA's SSWP Checklist (Exhibit B).
3. The SSWP shall include at minimum the information specified below.
 - a. The SSWP shall include scope, brief schedule, location, equipments, material and staging, schedule, haul routes, safety plan, contingency plan, worksite representative, emergency response plan, excavation plan, boring and jacking plan, drilling and pile driving plan, falsework plan, and temporary traffic control plan.
 - b. All activities necessary to perform construction activities within the Operating Envelope, including use of stations, tracks, signals, proposed storage areas and any other railroad facility.
 - c. A description of any proposed changes in the Operating System between start and finish of the work, including any requested Work Windows.
 - d. A schedule of the work, showing each activity and where and how it affects normal operation of the Operating System. This schedule shall integrate and allow for the necessary work of the Signal and Communication forces. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within SCRRA allotted time period. The Contractor shall identify on the schedule all SCRRA furnished labor, equipment and materials.
 - e. The Contractor shall have SCRRA approved contingency plans for putting the Operating System back in operation in case of an emergency, or in case the Contractor fails to perform and complete the work on time. The contingency plans shall address the various stages of activities necessary to restore the System.
 - f. List all of the approved proposed work plans to be performed under the SSWP, and provide the name(s) and number(s) of the Contractor's supervisor(s) in charge of the SSWP tasks.
 - g. Plans showing all the existing underground and overhead utilities, including SCRRA's signal and communications cables when the excavation, boring and jacking, and drilling & pile driving work is within twenty feet of railroad tracks. The plans will show the actual locations of utilities based on potholing operation.

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4. The SSWPs must be of sufficient detail, clarity, and organization to permit easy review and approval by SCRRRA before the proposed work is performed. The SSWP shall be submitted and approved prior to starting work. The Contractor shall anticipate obtaining approvals from SCRRRA as follows:
 - a. At least 14 calendar days prior to start of the work within the Operating Envelope for work other than signal or third-party activity.
 - b. At least 30 calendar days prior to the start of work for work involving signal or third-party installation.
 5. SCRRRA may request explanations and changes to the SSWP to conform the SSWP to the requirements of the Contract Documents. If the SSWP is not acceptable, the Contractor shall revise the SSWP to make it acceptable. The Contractor is responsible for submitting a revised SSWP that can be reviewed and approved by SCRRRA at least seven days in advance of any work that affects the Operating System.
 6. The Contractor will be informed if the SSWP is acceptable not less than seven calendar days prior to the scheduled start of work within the Operating Envelope. Once the plan is accepted, the Contractor shall assemble the resources necessary to perform the work represented by the SSWP, so that necessary resources are available one calendar day before the work is to be accomplished, thereby demonstrating to SCRRRA the readiness of the Contractor to perform the work. At this time, SCRRRA will make a final decision as to whether or not the Work is to proceed as planned or be canceled.
- C. The Contractor shall provide a detailed construction schedule to SCRRRA for review and approval prior to commencement of work within or adjacent to the Right-of-Way. The Contractor shall use activity codes to identify specific activities that involve work within or adjacent to Right-of-Way. Activities that involve working within reduced clearances must also be identified by a unique activity code. This schedule shall be updated for all critical events as necessary but not less than monthly so that site visits may be scheduled at the appropriate times. A copy of each schedule update shall be furnished to SCRRRA. The Contractor shall also furnish SCRRRA, at the beginning of each week, with a look-ahead schedule projecting the Contractor's activities for three weeks in advance of the week in which the look-ahead schedule is issued.
- D. For major construction projects, the Contractor shall submit, as soon as possible, but no later than 20 working days after a Notice to Proceed (NTP) with any portion of the work, for SCRRRA's review and approval, a document control plan. The document control plan shall describe and illustrate the process (including roles, responsibilities, and contact information) by which the firms and individuals responsible for submitting, reviewing, and approving all submittals from the Contractor to the local agency, will manage the flow of submittals and

Rules and Requirements for Construction on SCRRA Right-of-Way

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information. The document control plan must also include a master list of submittals. A preliminary list of submittal is included in Exhibit C. The Contractor shall also submit, not later than 20 working days after the NTP, a testing and inspection plan that identifies the tests and inspections required, the point during construction at which each test or inspection is to be performed, and the entity responsible for performing each test or inspection on both temporary and permanent work.

- E. Construction submittals requiring SCRRA approval, and Requests for Information (RFI) requiring a reply from SCRRA, must be forwarded to the Public Agency who in turn will forward to SCRRA Representative. Unless waived by SCRRA, all submittals made to SCRRA must bear an approval stamp indicating the acceptance of the submittal by the Public Agency, and include a statement that the submittal conforms to the requirement and standards of SCRRA included with the Contract. Where required by SCRRA rules, standards, guidelines, and other requirements, the Contractor shall submit plans, calculations and other documents prepared under the direction of a Registered Professional Engineer licensed to practice in California.
- F. The Contractor shall submit general insurance and railroad protective insurance certificates to SCRRA as a part of SCRRA Form No. 6, "Temporary Right-of-Entry Agreement". The Contractor shall maintain all insurance in full force during the time that its work is performed on or adjacent to Right-of-Way. SCRRA forms, manuals and guidelines are available on its website www.metroinktrains.com (About Us, Engineering and Construction).
- G. No work shall take place within Right-of-Way until appropriate right-of-entry agreement, SSWP, schedule, and document control plan have been reviewed and approved by SCRRA. If a change occurs in the process, involvement of firm, or individuals named in the document control and SSWP, the Contractor shall immediately revise the document control and SSWP and submit the changes for approval.
- H. SCRRA shall be allowed 20 working days for review of all submittals. Upon written approval by the Public Agency, the Contractor may make the submittals directly to SCRRA Representative and the Public Agency simultaneously. However, SCRRA will not approve any submittal for which the approval of Public Agency is required until the Public Agency has first reviewed and approved the Contractor's submittal.
- I. SCRRA's review and approval of the Public Agency's or the Contractor's plans in no way relieves the Public Agency and Contractor from their responsibilities, obligations or liabilities under the Contract between the Public Agency and the Contractor, or SCRRA Form 6, "Temporary Right-of-Entry Agreement". SCRRA's review and approval will be given with the understanding that SCRRA makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the designs prepared by Public Agency or the Contractor, and that any reliance by the Public Agency or the Contractor with respect to such designs is at the risk of the Public Agency and the Contractor.

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1.6 Reimbursement of Costs and Expenditures

- A. The Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. The Plan review, administrative, safety training, and utility marking costs and fees paid to SCRRA as a part of the Right-of-Entry are not refundable.
- B. The cost of SCRRA provided services are shown SCRRA's Schedule of Fees. This table is available on SCRRA's website. The direct link to the Schedule of Fees is as shown below.

http://www.metrolinktrains.com/pdfs/EngineeringConstruction/SCRRA_ROE_Schedule_of_Fees_08.10.16.pdf

- C. SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, the Contractor shall provide deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA.

2.0 SCRRA SAFETY SERVICES**2.1 SCRRA Employee-In-Charge (EIC)**

- A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by the Contractor within or adjacent to the Right-of-Way of SCRRA must be in compliance with this Form 37 and the requirements of SCRRA Form 6, "Temporary Right-of-Entry Agreement".
- B. SCRRA Employee-in-Charge (EIC) is responsible for on-track safety anytime that work is underway on or adjacent to the track. Services of an EIC will be provided by SCRRA using railroad personnel trained and qualified under the rules of the Federal Railroad Administration and qualified to work on SCRRA Subdivision on which they will be providing services. All persons acting as an EIC will be furnished through SCRRA. Personnel of the Contractor may not provide an EIC or perform flagging or other protective services for railroad operations. No work may begin until the EIC is present at the work site and proper protection has been provided.
- C. The EIC will provide job briefings and safety protection to assure the contractor a

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safe work environment and the safe passage of trains. The EIC will conduct job briefings at the start of every work shift and every change of conditions affecting roadway worker safety during a work shift. The EIC has the authority to temporarily or permanently halt work or to temporarily or permanently remove employees of the Contractor from the Right-of-Way in order to assure the work is conducted safely. The Contractors' employees must comply immediately with all instructions of the EIC involving work within or affecting the Right-of-Way of SCRRA.

2.2 Right to Challenge Sufficiency on On-Track Safety

- A. The employees of the Contractor may, during the job briefing process, request clarification of the protection against trains being provided by the EIC. If an employee of the Contractor does not believe that the protection against trains is sufficient, the employee may at any time, in good faith, challenge the form of protection established by the EIC and must remain clear of all tracks until the challenge is resolved. Federal regulations and SCRRA rules require that the EIC, Contractor supervisor and SCRRA supervisor must resolve the challenge before work can begin. A Good Faith Challenge Form must be completed by the parties involved.
- B. If the Contractor disagrees with any instructions from the EIC, the contractor and contractor employees must immediately clear the tracks to a safe location. After employees are clear of tracks, the contractor may contact the EIC's supervisor to resolve any disagreement over the instruction provided.

2.3 Work Requiring Protection of Track and Operations

- A. The Contractor must request and arrange for an EIC, inspector, or other protective services from SCRRA for the following conditions:
 1. When the Contractor's work activities are within the Right-of-Way of SCRRA.
 2. When the Contractor's work activities are located over or under a track or tracks.
 3. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the Right-of-Way could foul the track in the event of tip-over or other catastrophic occurrence.
 4. When in the opinion of SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
 5. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
 6. When work in any way interferes with the safe operation of trains at timetable speeds.
 7. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 8. When clearing, grubbing, grading, or blasting is in proximity to the Right-of-Way which, in the opinion of SCRRA or representative of an SCRRA

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- member agency, may endanger the Right-of-Way or operations.
9. When street construction and maintenance activities, located within the Right-of-Way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.
- B. The services of an EIC are generally provided by one employee. However, additional personnel may be required to protect the facilities and operations of SCRRA, if deemed necessary by SCRRA representative or other authorized SCRRA employee. The maximum shift duration for one EIC is 10 hours. Under "Form B" protection, the 10 hours includes 8 hours of the Contractor work and two (2) hours to install and remove Form B flags. The Contractor shall not be allowed to work within the Operating Envelope during the 2-hour flag installation and removal. The minimum shift duration for flagging services is four (4) hours. If the Contractor desires to perform activities requiring an EIC that are longer than 10 hours' duration, then the Contractor shall coordinate with SCRRA to schedule multiple EICs for said Work.
- C. The estimated cost for one (1) EIC is \$1,500 for an eight (8) hour basic day plus two hours of overtime (10 hours total). The estimated cost for each EIC includes vacation allowance, paid holidays, railroad and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging, and supervision. However, the rate for an EIC in effect at the time of performance of the work by the Contractor hereunder will be used to calculate the actual costs of the services of an EIC pursuant to this paragraph. Billing will be on an actual cost basis.
- D. The Contractor shall call the phone number provided with the executed copy of SCRRA agreement, a minimum of 15 working days in advance of the date that services of an EIC will be required. An EIC will not be scheduled until the Contractor has executed SCRRA agreement and the Contractor has attended the required safety training.

3.0 CONTRACTOR SAFETY REQUIREMENTS

3.1 Contractor General Safety Requirements

- A. The Contractor shall comply with the provisions of all local, State, and Federal regulations; with all applicable Specifications, standards, and recommended practices; and with SCRRA policies, procedures and requirements. Where the State and Federal regulations have differing requirements, the Contractor shall comply with that which is more stringent.
- B. Safety takes precedence over deadlines, production schedules, and all other considerations. When uncertainty arises, take the safest course. Remember that accidents are often the result of carelessness, unsafe practices, lack of attention, and complacency.

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C. The following rules must be followed at all times:

1. Using, possessing, or working under the influence of alcohol or drugs is not permitted anywhere on Right-of-Way. This includes prescription drugs that cause drowsiness or otherwise impair a person's ability to perform an assigned task. SCRRA may require employees of the Contractor to submit urine or other toxicological samples to be used for drug and alcohol testing after an accident or incident occurring within the Right-of-Way.
2. Any employees, agents or invitees of Contractor or its sub-contractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from Right-of-Way and subsequently released to the custody of a representative of the Contractor's management. An employee removed for violation of the drug or alcohol policy will not be permitted future access to the Right-of-Way.
3. SCRRA may require employees of the Contractor to submit urine samples for drug and alcohol testing after an accident or incident.
4. The use or possession of unauthorized radio equipment is prohibited. The use of personal radios (including iPod, MP3 players, and similar devices), and cell phone ear pieces while working is prohibited.
5. The use of cellular phones within 25-feet from the nearest rail is prohibited.
6. Horseplay, physical altercations, running or jumping is prohibited.
7. Firearms or other deadly weapons, including knives are prohibited.
8. Work on public streets, roadway crossings, and highway bridges must conform to the California Vehicle Code and the standards given in the California Manual of Uniform Traffic Control Devices, and must be performed with due regard for the convenience and safety of the public.
9. Only authorized employees are allowed on engines, cars, cabooses, track cars or other railroad equipment.
10. Contractor employees must exercise care to prevent injury to themselves or others.
11. Employees must be alert and attentive at all times when performing their work.
12. Any defective tools, machinery and equipment are prohibited from use on Right-of-Way and, if found, must be removed immediately.
13. When on or near the tracks, the following precautions must be taken:
 - a. Keep clear of all tracks unless the EIC has provided a job briefing and identified the On-Track Safety protection in effect. No work may begin until the EIC is present at work site and a job briefing has been conducted.
 - b. Always look both ways before crossing tracks. Always step over the rails when crossing the tracks. Never walk, stand, or sit on the rails. The rail surface can be extremely slippery.
 - c. Always face the direction from which the train or on-track equipment is approaching.
 - d. Avoid track switches. The switch points are controlled from a remote location, can move unexpectedly, and exert enough force

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- to crush ballast rock. Stand 150 feet from track switches when trains are approaching. Stay away from any other railroad device with which you are not familiar.
 - e. Always walk single file when crossing the tracks in a group.
 - f. Never stand between adjacent tracks in multiple track territory when a train is passing.
 - g. Always cross at least 20 feet away from the end of equipment: i.e. engines, railroad cars, or on-track equipment
 - h. Do not pass between standing locomotives, railroad cars or on-track equipment when there is less than 50 feet between the equipment.
 - i. Never cross tracks by going underneath, over or through cars, engines or on-track equipment.
 - j. Work is not allowed within 50 feet of the track centerline while trains are passing the work site. Always stand as far back as possible to prevent injury from flying debris or loose rigging.
 - k. Always visually inspect all passing trains. If you detect a dangerous condition, inform your EIC or watchman immediately. The EIC or watchman will notify the train crew.
 - l. Always stop equipment while a train is passing through your working limits. No movement will be allowed toward an approaching train that would cause the engineer to believe the track might be fouled.
 - m. Trains travel faster than they appear and are relatively quiet. Trains may operate with cab car forward. You should not rely on past experiences to determine train schedule. Train schedules are unpredictable and are subject to changes and/or delays.
- D. Always expect a train on any track at any time. Trains may stop, reverse direction, set out cars, or run around stopped trains without notice. Expect movement of locomotives, railroad cars or on-track equipment on any track in either direction at any time.

3.2 Personal Protective Equipment

- A. All persons working on, over, or under Right-of-Way must be equipped with personal protective equipment meeting applicable OSHA and ANSI specifications. Personal protective equipment must be appropriate for the task performed. Employees, subcontractors, suppliers, agents or invitees of Contractor shall possess the following minimum equipment while on the right-of-way:
- 1. Safety glasses with side shields conforming to ANSI Z87.1 - Occupational and Educational Personal Eye and Face Protection Devices;
 - 2. Protective Helmets (Hard Hats) conforming to ANSI Z89.1 - Requirements for Protective Headwear for Industrial Workers, Type I or II, Class G or E;
 - 3. Safety shoes with hardened toes conforming to ANSI Z41.1 – Personal Protection - Protective Footwear. Shoes must lace above the ankle and have a defined heel;

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4. High visibility ORANGE (and only orange) retro-reflective work wear. (Green and Red shirts, vests, or other outerwear are not permitted within Right-of-Way because of the use of the same colors for signals to trains).
 5. SCRRA railroad safety training card in possession.
- B. Hearing protection, face and eye shields, fall protection, gloves, and respirators must be worn as required by State and Federal regulations.

3.3 Maintenance of Work Area

- A. The Contractor must not pile or place any materials, articles, or equipment, nor park any machinery or equipment within Right-of-Way, or closer than 25'-0" to the center line of the nearest track, or in a manner that blocks access to SCRRA facilities and equipment. Soil, aggregates, or other similar loose materials must be covered to prevent migration of the material toward the track. Dust or blowing soil or debris must be controlled in accordance with South Coast Air Quality Management District Rule No. 402 and Rule No. 403.
- B. Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. For construction on Right-of-Way the Contractor must establish a storage area with concurrence of SCRRA prior to beginning work, or as part of a site specific work plan.
- C. Machines or vehicles must not be left unattended with the engine running. Parked machines and equipment must be turned off and must be in gear with brakes set. If equipped with blade, pan or bucket, the blade, pan or bucket must be lowered to the ground. All machinery and equipment permitted to be left unattended on Right-of-Way must be left inoperable and secured against movement. Do not park vehicles over vegetation that might be ignited by the heat from the vehicle's exhaust system.
- D. The Contractor must not create and leave any conditions at the work site that would interfere with stormwater drainage. Any work performed over water must meet all Federal, State and Local regulations.

3.4 General Precautions When Working Near Electrical Conductors

- A. All wires and cables must be considered to carry electric current at high voltage and to be dangerous unless informed to the contrary by proper authority. When using temporary power cords, cords must never be placed over the rails, and employees must not place any metal objects across the rails.
- B. For all power lines the minimum clearance between the lines and the top of the rail must be as shown below:

ITEM	MINIMUM CLEARANCE
Electric wires carrying less than 750 volts	27' 0"
Electric wires carrying 750 volts to 15,000 volts	28'-0"
Electric wires carrying 15,000 volts to 20,000 volts	30'-0"
Electric wires carrying more than 20,000 volts	34'-0"

- C. For all power lines the minimum clearance between the lines and any part of the equipment or load must be as shown below:

ITEM	MINIMUM CLEARANCE
Electric wires carrying less than 200 KV	15' 0"
Electric wires carrying 2000 KV to 350 KV	20'-0"
Electric wires carrying 350 KV to 500 KV	25'-0"
Electric wires carrying 500 KV to 750 KV	35'-0"
Electric wires carrying 750 KV to 1000 KV	40'-0"

- D. If Cal/OSHA, CPUC, and/or the utility owners clearance requirements are more restrictive than those shown herein than the most restrictive clearances shall apply.
- E. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means. When the height of overhead wire lines cannot be determined from the available records, the actual height must be determined by field survey.
- F. All damage to the Right-of-Way, facilities, or property of SCRRA, or any accident or incident within SCRRA right-of-way, or any hazard noticed on passing trains must be reported immediately to the railroad EIC, if an EIC is present, or in the absence of a railroad EIC, to SCRRA's Dispatch and Operations Center (DOC) at (888) 446-9715 or (909) 596-3584. Any vehicle or machine which comes in contact with the track, signal equipment, structure or other railroad installation or facility, regardless of the force of the impact, may result in the derailment of a train and must be reported immediately to SCRRA representative and to the EIC, if an EIC is present, or in the absence of a railroad EIC, to DOC.

3.5 Safety Training and Communication

- A. All personnel working on, over, or adjacent to Right-of-Way must attend a railroad safety training class and pass an examination covering the information presented in the class. Persons not regularly employed on the Project, or at the Project site only intermittently, are not exempted from this requirement.

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- B. Before beginning any task on the Right-of-Way of SCRRA, a thorough job safety briefing must be conducted with all personnel involved with the task. The briefing must include the Contractor's job hazard analysis, its plan for conducting the work, and the procedures the Contractor will use to prevent its employees, sub-contractors, suppliers, agents or invitees from moving any equipment adjacent to or across any SCRRA tracks without the appropriate protection for the Contractor and the railroad operations. Additional job safety briefings must be conducted anytime that the job tasks, or conditions affecting the job tasks, change or are revised.
- C. When Contractor employees are required to work on Right-of-Way after normal working hours or on weekends, the Public Agency and SCRRA Representatives must be notified. A minimum of two Contractor employees must be present at all times. If work is within or near Right-of-Way an EIC will be required, and a representative of the Public Agency must also be present on the Project site.
- D. The Contractor shall develop and provide an emergency action plan indicating the location of the site, contact names and phone numbers, directions for access to the site, instructions for emergency response, and location of the nearest hospitals. The plan must also cover the Contractor's means of preventing fires arising from the Contractor's operations, and the Contractor's methods of fire suppression. The plan must also include the local direct phone numbers and locations of the nearest fire and police departments. Phone numbers for utility and SCRRA emergency response must be obtained from SCRRA representative prior to the start of any work and must be posted at the job site.

3.6 Emergency Response and Accident Reporting

- A. Prior to starting work, the Contractor must provide the EIC with the emergency phone numbers for the Project. At a minimum, phone numbers must be provided for paramedics, fire, police, utility response, SCRRA Representative, Contractor Superintendent, Dispatch and Operations Center (DOC), and the Metrolink Signal emergency number. A map and directions to the site must be immediately available for the use of the EIC.
- B. In emergency situations the following apply:
 - 1. Immediately report to the EIC any accidents, personal injuries, defects in tracks, bridges, signals, utilities or communication facilities or any unusual condition that may affect the safe operation of the railroad.
 - 2. When a person is injured, stop work and ensure everything possible is done for the injured person. Also take the following immediate action: Notify the fire, police, or paramedics as appropriate, and notify the Metrolink Dispatch and Operations Center (DOC); provide an individual or individuals to guide emergency response personnel to the site; make sure that all access ways are cleared for emergency vehicle access; and immediately report to the EIC any accidents, personal injuries, defects in tracks, bridges, signals utilities or communication facilities or any unusual condition that may affect the safe operation of the railroad.

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3. If equipment was involved in the incident, it must not be moved until examined to ensure the equipment was in proper working condition, unless movement is necessary to prevent further injury or risk to persons or property.
 4. In case of personal injury, loss of life, or damage to property, the EIC must immediately document the names, addresses and occupation of all persons involved, including all persons at the scene regardless of whether these persons give a statement about the incident. This information should be included in the incident reports. The Contractor's cooperation with, and assistance to, the EIC is a requirement of accessing Right-of-Way.
 5. If an incident causes personal injury or death, all tools, machinery and other equipment involved, including premises where such accident occurred must be promptly inspected by the EIC. Tools, equipment and machinery must be secured until the EIC, Safety Officer, or other competent person has completed an inspection. A report of such inspection, stating the conditions found and names of persons making the inspection must be promptly forwarded to SCRRA and the supervising officer of person making the inspection.
- C. Information concerning incidents or personal injuries occurring to persons who are not employees, must not be given to anyone except authorized representatives of SCRRA or an officer of the law.

4.0 TRACK OCCUPANCY AND WORK WINDOWS**4.1 Description of Location and Traffic**

- A. The Contractor shall obtain permission in writing from SCRRA for movement of equipment on track or across tracks at locations other than public crossings. Such permission may not necessarily be granted. Damages to the track structure will be repaired at the Contractor's sole expense.
- B. The mainline tracks, within the limits of Project site, are under direct control of SCRRA dispatcher. No track shall be fouled without authorization and presence of an SCRRA EIC on the scene. For all work with the potential to foul the track, the Contractor shall allow sufficient time in his work schedule for the EIC to clear trains. Up to 15 minutes may be required for the EIC to clear each train, during which time the Contractor must not foul the track. Such time required to clear scheduled trains shall not be an acceptable reason for submitting contract change requests or delay claims to SCRRA. Scheduled trains may be up to 15 minutes behind schedule, and such tardiness will not be an acceptable reason for submitting contract change requests or delay claims to SCRRA.
- C. Positive Train Control (PTC) is in effect for PTC-equipped trains on all main line tracks, controlled sidings, and tracks as designated by SCRRA Timetable. The purpose of a PTC System is to prevent train-to-train collisions, over speed

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accidents, incursion into work zones, and movements through a misaligned switch by requiring automatic control systems to override mistakes by human operators. Accurate and up-to-date reporting of field work activity, especially activity that result in changes in signal and track assets, Track Charts, Composite Maps, PTC database is important for safe railroad operations. The Contractor shall work with SCRRA personnel to coordinate and follow the Change Request Process for all changes that affect the PTC system at the beginning of the Project. This will allow SCRRA to communicate to the Contractor any risks, impacts, additional tasks, or constraints to the Project so the Contractor can better plan the work without affecting the Project or the SCRRA PTC system.

4.2 Coordination with Rail Traffic

- A. The Contractor's operations are subordinate to the operation of trains on Right-of-Way, whether passenger or freight. All work upon Right-of-Way shall be done at such times and in such a manner as to not interfere with or endanger SCRRA Operations. SCRRA will strive to cooperate with the Contractor such that the work may be handled and performed in an efficient manner. However, the Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations.
- B. All forecasts of train traffic and schedules are approximate. The public time table or schedule shall be used for planning purposes only and shall not be used for scheduling actual work in the vicinity of the railroad tracks in the absence of a railroad EIC. SCRRA, UPRR, BNSF, and Amtrak may run additional trains as needed to perform their respective obligations. The operation of extra and special trains will be at sole discretion of SCRRA. The Contractor's work may be halted or delayed whenever necessary to accommodate train service.
- C. Persons acting as an EIC are generally dispatched to projects in the order requested. An EIC may not be available at all times without advance notice. The Contractor is encouraged to schedule the services of an EIC or inspector a minimum of 15 working days in advance of any planned operation to avoid delay. Any work to be performed by the Contractor, which requires services of an EIC or inspector, shall be deferred until an EIC or inspector is available at the job site.

4.3 Work Windows and Track Access

- A. All work on, over, or adjacent to the tracks must be coordinated with SCRRA, and the Contractor's work is subject to SCRRA operating rules for work on main tracks and other than main tracks. Project Specific Work Windows shall be obtained from SCRRA. The Project Specific Work Window hours and days are not included here in this document and shall be obtained from other project related documents.
- B. Work Window: A period of time with specific beginning and ending time and durations for which the track, signals, bridges and other Operating System elements within the Operating Envelope are temporarily removed from service or modified in some other manner and train and other operations suspended or modified to allow construction or maintenance work to occur. Written authority

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from SCRRA and an approved Site Specific Work Plan (SSWP) is required before the Contractor is granted a Work Window. The Contractor's Work Window shall have specific geographic limits, which are defined in the approved SSWP. Modifications or suspension of train and on-track equipment movements resulting from a Work Window involves written changes to the Railroad's Rules of Train and On-Track Equipment Operations.

- C. Exclusive Track Window: An approved Work Window in which no train movements (except the Contractor or SCRRA work trains or equipment under control of the EIC, per the SSWP) will operate on any track within the window limits. The Contractor may dismantle, remove, reconstruct, or otherwise obstruct tracks within the limits of such a window. This Work may be protected by track out of service, track and time limits, or by Form B Track Bulletin.
- D. Limited Track Window: An approved Work Window for some, but not all tracks within a general Work area (e.g. one track remains for operation of trains, other tracks are available for the Contractor's Work). Movement of trains over the track(s) of a Limited Track Window is under the control of the EIC who will not authorize train movement unless and until the Contractor personnel and equipment are clear of the operating track. The Contractor may remove, construct, or obstruct only the track designated by the SSWP and must arrange the Work so that trains can operate without delay on the remaining track(s) in the Work area. This Work may be protected by track out of service, track and time, or by Form B Track Bulletin.
- E. "Form B" Work Window: An approved Work Window in which passenger, freight and all other trains and on-track equipment movements can be prohibited from entering the defined limits of a segment of track. The "Form B" Work Window does not allow the Contractor to remove from service or modify the tracks, signals, bridges, stations or other elements of the Operating System in a manner, which will delay or in any way affect the safe operation of the trains. The "Form B" Work Window allows the Contractor the ability to enter the Operating Envelope and perform construction activities subject to the conditions above. An Employee-in-Charge/Flagman from SCRRA will exercise strict control over the Contractor's construction activities in conjunction with Roadway Worker Protection requirements, to assure that the Contractor's activities do not delay or impact train service.
- F. Track and Time: An approved Work Window in which the Dispatcher will authorize men and equipment to occupy a track or tracks within limits for a certain time period. The Dispatcher authority shall include authority number, track designation, limits and time. Movements may be made in either direction within the specified limits until the limited are released.
- G. No construction work shall be performed during the New Year's Day, Memorial Day, Independent day, Labor Day, Thanksgiving days, and Christmas day holiday and weekends when Construction Management staff, or SCRRA furnished labor or equipment are not available unless approved in advance and in writing by SCRRA.

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- H. The start time for Track Work Windows is an “average” start time dependent on location and train on-time performance, and may vary by 30 minutes either direction.
- I. Contractor must comply with any regulatory restrictions to hours of operation or other restrictions in operations during specific Work Windows.
- J. Contractor shall coordinate with SCRRA signal forces and allocate the required time and number of hours within these work windows for SCRRA signal work. Within the time limits of each work window, the Contractor shall allow time for SCRRA’s signal forces to restore and test the signal and communication system before the operation of trains, therefore the full duration of the work window is not available for the use of the Contractor. The SSWP shall designate both the time at which the Contractor must make track ready (in full compliance with the FRA Track safety Standards and with SCRRA’s Track Maintenance and Engineering Instructions) for the passage of trains, and SCRRA crew time within the work window that will be required for the signal and communications system restoration.
- K. Railroad services are important to SCRRA, freight railroads, and passengers. Any disruptions or delays affect everyone. SCRRA would like to coordinate all work in the right-of-way so that delays are minimized. The Contractor may have to share Work Windows with other contractors and SCRRA’s maintenance forces. If there is another Work Window for another project in the vicinity of this project work, SCRRA will request the Contractor to coordinate and schedule the work with the other work and the Contractor shall agree to do the construction simultaneously under the same Work Window. This may result in overtime work and the Contractor shall be responsible to pay the additional cost.
- L. SCRRA may require that certain facilities and areas be used concurrently by the Contractor and others. The Contractor shall afford access and cooperate with other contractors, including coordinating its Work with the work of these other labor forces and equipment, including employees of the SCRRA and its authorized representatives, other contractors and subcontractors, utilities working at or adjacent to the Worksite, operating trains, or personnel inspecting or maintaining the railroad during the Contractor’s period of performance for execution of the Work. The Contractor shall cooperate and communicate with any contractor performing work that may connect, complement, or interfere with the Contractor’s work, and make a good-faith effort to resolve any disputes or coordination problems with such contractor(s). The Contractor shall not be entitled to additional costs for coordination or concurrent use of any Worksite.

4.4 Requesting Work Windows

- A. The Contractor shall make requests in writing to SCRRA Representative not less than twenty-five (25) working days prior to commencing work in connection with approved work when the work will be performed within Right-of-Way under Form B Work Window or Limited Track Window. The Contractor shall provide written notice and submit its SSWP to SCRRA Representative a minimum of seventy-five (75) working days prior to the scheduled track cutovers or Exclusive Track

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Window. The Contractor shall provide written notice to SCRRA Representative a minimum of ninety (90) working days prior to the scheduled complete Street and highway-rail grade crossing closures. The time to perform work during the complete Street and highway-rail grade crossing closures will be shared between the Contractor and SCRRA forces. All work shall be performed in accordance with previously approved SSWP.

- B. Work window shall include a detailed schedule of events, indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the work window and the requested work window will be completed, and the total duration of all the construction activities shall be less than the approved Work Window. Failure of the Contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely affect the operations of scheduled trains. The work window shall include the information specified below:
1. All activities necessary to perform construction activities within the operating envelope, including use of stations, sidings, and proposed storage areas.
 2. A description of any proposed changes in the operating system between start and finish of the work, including any requested work windows.
 3. A schedule of the work, showing each activity and where and how it affects normal operation of the operating system. This schedule shall integrate and allow for the necessary work of the Signal and Communication forces. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within the SCRRA allotted time period. The Contractor shall identify on the schedule all SCRRA furnished labor, equipment and materials.
 4. The Contractor shall have SCRRA approved contingency plans for putting the operating system back in operation in case of an emergency, or in case the Contractor fails to perform and complete the work on time. The contingency plans shall address the various stages of activities necessary to restore the System.
 5. List all of the approved proposed work plans to be performed under the work window, and provide the name(s) and number(s) of the Contractor's supervisor(s) in charge of the tasks.
 6. The work window must be of sufficient detail, clarity, and organization to permit easy review and approval by the SCRRA before the proposed work is performed.
- C. SCRRA may request explanations and changes to the work window to conform the work to the requirements of SCRRA. If the work window is not acceptable, the Contractor shall revise the window to make it acceptable. The Contractor

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shall be responsible for submitting a revised work window that can be reviewed and approved by the SCRRA.

- D. No Exclusive Track Window will be allowed during the Metrolink "Holiday Train" weekend. This event is tentative scheduled between the Thanksgiving holiday and the Christmas holiday. The Contractor shall coordinate with Metrolink when this event will be scheduled.
- E. All required signal and track testing by the Contractor and SCRRA shall be completed by the end of the Exclusive Track Window.
- F. The start time for work windows is an "average" start time dependent on location and train on-time performance, and may vary by 30 minutes either direction.
- G. Scheduling of work windows, SCRRA EICs and watchmen, and signal support forces during track construction will be strictly controlled by SCRRA and documented in the Contractor's SSWP and three-week look-ahead schedule. Work Window activities not coordinated in the weekly construction meetings and documented in the look-ahead schedules will not be supported by authorization of work windows.
- H. The Contractor is strongly encouraged to work additional shifts as required to finish the Work within the contract time. There shall be no additional payment for night work, weekend work and overtime required for working around live track.

4.5 Project Specific Work Windows

Number of project specific Form B Work Windows, Exclusive Track Windows, Limited Track Windows, Track and Time Window, and hours of operation will be decided and agreed to between SCRRA and the Contractor for each individual project and will be included under separate cover. A Sample Project Specific Work Window is included in Exhibit D which can be used as a guide for any specific work by the Contractor.

4.6 Extraordinary Work

- A. Should an unsafe condition arise from, or in connection with, the Contractor's work on this Project which requires immediate and extraordinary actions to be taken to protect operations and facilities of SCRRA, or facilities of others within the Right-of-Way, the Contractor shall undertake such actions. There will be no extra payment to the Contractor for this action. If, in the judgment of SCRRA, such actions are insufficient, SCRRA with its own forces may perform the work to protect operations and facilities. Such actions will be at the sole discretion of the SCRRA and shall be at the Contractor's expense and without cost to SCRRA. SCRRA shall have the right to order the Contractor to temporarily cease operations in the event of an emergency or SCRRA may unilaterally terminate work under the contract. An unsafe condition is defined as creating a track condition which does not meet the FRA Track Safety Standards for Class of Track, willful damage to facilities or material, or any other unsafe condition for trains, employees, passengers or the public, at the sole determination of the SCRRA.

4.7 Track Back In Service

- A. Prior to any track work window, Contractor's track work that is to be placed into service during the work window shall be completed to Class 5 as defined by FRA guidelines. At the end of each track work window shown in the approved SSWP, all tracks must be completed to Class 5 as defined by FRA guidelines. Contractor shall furnish all necessary labor and equipment to comply with this requirement. SCRRRA will perform an inspection and will approve the condition of the tracks before train service can resume on tracks previously out of service. Contractor shall include in its SSWP, and shall prosecute its work so as to allow ample time for inspection by SCRRRA, and an allowance for correction of any deficiencies prior to the end of the scheduled work window. Allowing train service on reconstructed or shifted track at the end of each approved work window is not considered beneficial occupancy or final acceptance of the work. Contractor shall remain fully responsible for loss or damage arising from Contractor's activities under this contract.
- B. If further adjustments or repairs are required to meet appropriate FRA and SCRA track standards, and Contractor has failed to comply with those requirements, SCRRRA forces will immediately perform the necessary remedial work and make appropriate adjustments or repairs, and Contractor shall be responsible for the direct and indirect cost of the remedial work, and the possible assessment of rail service slow orders, interruption, and disruption damages.

4.8 SCRRRA Service Impacts and Damages

- A. Rail service slow orders, interruptions and disruptions shall be considered an unauthorized delay to passenger and freight operations, and rail service damage assessments will be made when any of the following occurs:
1. Contractor's construction operations exceed the approved work window time limits specified in an approved SSWP.
 2. An unplanned and/or unapproved slow order occurs as result of Contractor's required work or normal operations.
 3. Contractor's construction operations working under an approved Form B work window result in the stoppage of a scheduled train (i.e., a train operating within the time arranged in the SSWP). The delay shall be calculated from the time the train is stopped at the working limits until the train has completely passed through the working limits.
 4. Contractor has not restored the track to Class 5 standards.
 5. Contractor's construction operations cause an unplanned train stoppage.
- B. Rail service slow orders, interruptions and disruptions, and other damages asserted by SCRRRA are determined as follows.

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1. Loss of Revenue due to service interruptions or disruptions: Actual loss of revenue in accordance with delay provisions of service contracts.
2. Slow Order: When train speed is restricted to a lower speed than the operating maximum timetable speed allowed in accordance with SCRRA operating rules because of an unplanned and/or unapproved slow order, the damages are calculated in accordance with the formulas and example below.

Example:

- Operating maximum timetable (unrestricted) speed: 25 mph (144 sec per mile).
- Slow Order speed restriction: 15 mph (240 sec per mile).
- Length of restriction: 1.5 miles (distance between green flags of speed restriction).
- Distance train operates at restricted speed: 1.6 miles (1.5 miles plus length of train).
- Time of unrestricted train: 1.6 miles x 144 sec per mile = 230 seconds.
- Time of restricted train: 1.6 miles x 240 sec per mile = 384 seconds.
- Slow Order delay: 384 - 230 = 154 seconds = 2.57 minutes, rounded up to 3 minutes.
- Slow Order damages: 3 minutes x \$50.00 per minute = \$150.00 for subject train.

3. Rail Service Interruption: \$50.00 per minute, or portion thereof, for each minute of delay for each train delayed as determined by SCRRA. The maximum cost for rail service interruption will be \$1,000.00 for each train per day, and a cumulative daily maximum of \$20,000.00 per day.

Example: 55 minute delay x 2 trains x \$50.00 = \$5,500.00

4. Rail Service Disruption – Actual cost of alternative passenger transportation. Estimated cost can be calculated as \$500.00 per bus trip for each bus trip required to transport passengers around the out-of-service track as determined by SCRRA. The maximum cost for rail service disruption will be \$50,000.00 for one day. The cost will be reduced to \$25,000.00 if at least one track is put in operation.

Example: 500 passengers / 50 passengers per bus = 10 bus trips, 10 bus trips x \$500.00 per bus trip = \$5,000.00

- C. SCRRA damages noted above are additive and cumulative, and there is a possibility that the Contractor could be responsible for more than one type of assessment.

5.0 CONSTRUCTION

5.1 Demolition and Removal

- A. Where structures over or adjacent to the tracks are to be demolished, the tracks must be protected from damage during the demolition. The Contractor may employ either of the following methods:

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1. During demolition of a bridge deck or overhead structure, a protection shield must be erected over the track to catch falling debris. The protection shield shall be supported from girders or beams and shall not be lower than the allowed temporary clearance from the top of rail. The deck must be removed by cutting into sections and lifting out. All cranes, hoists, winches, and hardware used in connection with the demolition are to include a factor of safety of 150% in addition to the safe working load of the equipment or hardware. Large pieces of deck or other portions of the structure must be handled individually and must not be allowed to fall on protection shield or onto the ground.
 2. When an overhead protection shield cannot be installed due to limited clearance or type of superstructure, the track may be protected by timber mats placed over the track structure, subject to approval by SCRRA. Timber mats shall be made in sections such that they may be lifted in and out as a unit quickly. Mats must not rest on ties or rails. Geofabric or canvas must be placed over the track structure to keep the ballast clean. The mats and ballast protection are to extend 25-ft beyond the existing limits of the overhead bridge or structure. Equipment used in demolition operations may not be operated on or over unprotected track. Blasting will not be permitted to demolish a structure over or within railroad Right-of-Way.
- B. The Contractor shall submit detailed SSWP and plans of the protection shield or the timber mats to SCRRA Representative for approval prior to the start of demolition. The plans shall also indicate the location and capacity of the proposed cranes and estimated lifting loads. The lifting plans shall be prepared by a Registered Professional Engineer and shall bear his seal and signature.
- C. The Contractor shall provide timely communication to SCRRA Representative when scheduling the demolition-related work so that the representative or their designee may be present during the entire demolition procedure.
- D. At any time during demolition activities, SCRRA Representative may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or SCRRA facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the satisfaction of SCRRA Representative. SCRRA shall not be responsible for any additional costs or time claims necessitated by the above events.

5.2 Excavation and Backfill

- A. All excavations must be conducted in compliance with applicable law and regulations and, regardless of depth, must be shored when within the zone of influence from the railroad loading, or when necessary to protect structures, facilities, or personnel. Shoring for excavations must comply with SCRRA "Excavation Support Guidelines." Any excavations, holes or trenches on Right-of-Way must be covered, guarded and protected when work is not actively

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prosecuted. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that SCRRA employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be backfilled as quickly as practicable.

- B. The Contractor shall submit a plan showing the limits of all excavations within the Right-of-Way of SCRRA, and the method of support when support is required. The Contractor shall not make any excavations on Right-of-Way, or within the zone of railroad load influence as defined in Figure 2-1 of SCRRA "Excavation Support Guidelines", until the Contractor's excavation plan, its plans and calculations for the support of the excavation, and SSWP are approved in writing by SCRRA.
- C. Open excavation areas shall be protected per OSHA regulations and by walkways with handrails no closer than 8 feet 6 inches horizontally from the centerline of the nearest operating track, if tangent, and 9 feet 6 inches if the track is curved. Furthermore, the walkways shall be no less than 3 feet wide, and the handrails shall be no less than 3.5 feet high and capable of withstanding 250 pounds of lateral force.
- D. The Contractor must cease all work and notify SCRRA immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the utility owner immediately. The Contractor shall not perform any work if there is any doubt about the location of underground cables or lines of any kind until the exact location of the underground facilities has been determined. There will be no exceptions to these requirements.
- E. The Contractor shall compact all backfill within Right-of-Way to a minimum of 90 percent of maximum standard density in accordance with AASHTO T-99 or ASTM D-698. Where it becomes necessary to excavate beyond the normal lines of excavation to remove boulders or other interfering objects, the voids remaining after such materials are removed must be back-filled with suitable material approved by SCRRA. The material obtained from the Project excavation may be used as fill or backfill, provided that all organic material, rubbish, debris, large rocks, and other deleterious or objectionable materials are removed. Any excess material must be disposed of hauling off-site. The excess material must not be piled-up or scattered on the Right-of-Way.
- F. The Contractor shall perform excavation and grading so that the finished surfaces are in uniform planes with no abrupt breaks in surface and having positive drainage on the Right-of-Way away from the track structure, and to approved catchment areas.

5.3 Storage of Materials and Equipment

- A. Materials and equipment shall not be stored where they will interfere with SCRRA operations, nor on the right-of-way without first having obtained

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permission from SCRRA. The permission will be with the understanding that SCRRA will not be liable for damage to such material and equipment from any cause and SCRRA may move or require the Contractor to move, at Contractor's expense, such material and equipment.

- B. All construction machinery that is left parked near the track unattended shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify, and save SCRRA and member agencies, harmless from and against all losses, costs, expenses, claim or liability arising out of or incident to the Contractor's failure to immobilize the construction machinery.

5.4 Shoring and Support of Excavation

- A. Shoring, cribbing and sheeting designed to support excavations or embankments shall be designed to support all lateral forces caused by the earth, vehicular traffic, construction equipment, temporary and permanent structures, and other surcharge loads in the vicinity of the excavation. Support or shoring located on Right-of-Way, or within the zone of influence from railroad loading, shall conform to SCRRA Excavation Support Guidelines. Designs for all temporary structures supporting tracks, or excavations adjacent to the tracks and within the zone of influence from railroad loading, shall include railway surcharge loading imposed by a Cooper E-80 live load. Any excavation adjacent to track must be covered and provide a uniform path and include with standard handrails when work is not actively underway.
- B. The Contractor shall submit a detailed SSWP drawings and supporting calculations for any temporary support of excavation for SCRRA review and approval. For the installation of temporary or permanent shoring systems, including soldier piles and lagging, or interlocked steel sheeting on or adjacent to Right-of-Way, lateral deflection of the shoring system plus top of rail monitoring is required. The frequency of monitoring must comply with SCRRA Excavation Support Guidelines, Section 9.0, and Track Monitoring. The monitoring program must identify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. The Contractor must submit the monitoring program for the track, roadbed, and shoring for review and approval prior to starting work.
- C. The monitoring survey data must be collected at the approved frequency and immediately furnished to SCRRA Representative for review. If SCRRA determines that any movement has occurred in the track or supporting structure, SCRRA will notify the Contractor and the Contractor shall immediately take all necessary steps to correct the movement or settlement. SCRRA, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, or to have the excavated area immediately backfilled, or to perform additional investigations to determine what corrective action is required, or any combination thereof. SCRRA may modify the survey locations and monitoring frequency as it deems necessary during the Project. Any corrective action required by SCRRA or performed by SCRRA, including the monitoring of corrective action of the Contractor, will be at the cost and expense of the

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Contractor.

5.5 Drilling and Pile Driving

- A. The Contractor must take special precaution and care, in connection with drilling or driving piles or sheets adjacent to tracks, to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The Contractor shall submit detailed SSWP and plans of the Drilling and Pile Driving Operations to SCRRA Representative for approval prior to the start of drilling and pile driving.
- B. Pile driving must be carried out so that it does not interfere or endanger train operations. An EIC must be present whenever pile driving or drilling is underway in the vicinity of SCRRA track. Equipment must be positioned so that no part of machine swings over the track or infringes within 25-ft of the nearest rail without first obtaining permission from SCRRA and SCRRA has established an appropriate work window.
- C. Piles must be secured independently of the hammer or vibrator at all times while driving until sufficiently anchored in the soil such that the pile will stand without external support during the completion of the driving. Reinforcing steel cages or other internal structural supports in concrete structures must be designed to withstand all loads imposed in handling and setting. A crane must remain attached to the reinforcing steel cage until the reinforcing steel cage is guyed or braced to prevent movement unless it can be demonstrated that the cage or support will resist all loads which may be imposed without collapse or failing.
- D. Large diameter holes and shafts within the zone of influence from railroad loads must be cased to prevent caving and loss of support adjacent to the tracks. If caving occurs, the hole must immediately be filled until additional casing can be advanced in the hole before drilling is continued.

5.6 Boring and Jacking

- A. The face of all jacking and receiving pits shall be located outside of Right-of-Way, or a minimum of 25 feet from the center line of the nearest track, measured at right angle to the track, whichever is greater unless otherwise approved by SCRRA. The use of trench boxes may be permitted for jacking and receiving pits, however, trench boxes, shields, and hydraulic shores are not acceptable inside the zone of influence from railroad loading. Design of the temporary supports for the jacking and receiving pits must be conform to the requirements of SCRRA "Excavation Support Guidelines."
- B. Boring and jacking of casings and other conduits must conform to the requirements of SCRRA Engineering Standard ES5001 and ES5002. For any conduit that is bored or jacked under the track, the Contractor must guarantee the work against settlement for two years after the completion of the work
- C. The Contractor shall submit detailed SSWP and plans for jacking and boring

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operations, including the design of temporary supports for the jacking and receiving pits, and track monitoring plan to SCRRRA Representative for approval prior to the start of any work.

5.7 Temporary Structures

- A. Formwork, falsework, guying, bracing, and other temporary structures must be designed to resist all imposed construction live and dead loads including wind and seismic loads. Railroad track, structures, equipment, or other railroad facilities may not be used to secure or brace temporary or permanent structures during construction.
- B. Designs for falsework above any tracks shall conform to SCRRRA Grade Separation Guidelines and the Caltrans Falsework Manual. Falsework over or adjacent to railroad tracks shall meet the requirements in the Caltrans Falsework Manual for falsework over traffic (traffic openings). The additional provisions stipulated the "Guidelines for Design of Falsework for Structures Over Railroad in Connection with Highway Grade Separation Construction," issued by the Southern Pacific Lines (Falsework Memo No. 7) shall be included in all designs of falsework over SCRRRA tracks. Collision posts are required.
- C. The Contractor shall submit a detailed SSWP and procedure for erecting and removal of the falsework spans over railroad tracks. Equipment used for the erection, or removal of structures over railroad facilities, shall have a minimum lifting capacity of one hundred-sixty seven percent (167%) of the lift weight (operational capacity limited to sixty percent (60%) of the tipping load or the boom structural load). The procedure shall indicate the capacity of cranes, location of cranes with respect to the tracks and estimated lifting loads. The erection procedure must be prepared by a California Registered Professional Engineer and shall bear his or her seal and signature. The procedure must be approved by SCRRRA.
- D. The Contractor shall furnish, to SCRRRA Representative, four sets of working drawings and a copies of the Contractor's plans illustrating and describing the details of construction affecting Right-of-Way and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, The Contractor shall also furnish two sets of structural calculations of any falsework, shoring or cribbing. A registered professional engineer licensed to practice in the State of California shall seal and sign all drawings and calculations. The Contractor shall not begin work until SCRRRA has reviewed and approved the plans.

5.8 Hoisting Operations

- A. The Contractor shall submit a detailed SSWP and procedure for any crane, mast, or boom operations, on, over, or adjacent to Right-of-Way to SCRRRA Representative for approval prior to the start of hoisting operations. The Contractor shall submit four (4) copies of the detailed procedure for erection of the proposed structures over or adjacent to SCRRRA's tracks or Right-of-Way. This procedure shall include a plan showing the locations of cranes, horizontally

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and vertically, operating radii, with staging locations shown, including beam placement on ground or truck unloading staging plan. Plan should also include the location of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions. No crane or equipment may be set on SCRRRA rails or track structure.

- B. The following additional information must be included in the submittal as applicable:
1. All as-built bridge seats and top of rail elevations shall be furnished to SCRRRA Representative for review and verification at least 30 days in advance of construction or erection, to ensure that minimum vertical clearances as approved in the plans will be achieved. Computations must be made for the weight of the materials, articles or equipment being lifted must be submitted. Computations shall be made from plans of the structural members being erected and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
 2. Crane rating sheets showing cranes to be adequate for 167% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that are included by the manufacturer in the crane charts are not to be considered when determining the 167% additional capacity.
 3. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 167% above the calculated weight of the pick.
 4. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or reconnecting of the crane or cranes.
 5. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical sub tasks (e.g., performing aerial splices, installing temporary bracing, etc.) shall be furnished so that the potential impact to SCRRRA operations may be assessed and eliminated or minimized.
 6. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
 7. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail or collision post will be required to be installed in a track where a temporary bent is located within fifteen (15) feet from the centerline of that track.
 8. The proposed erection procedure must be approved by SCRRRA Representative prior to undertaking work on the Project.

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9. The Contractor shall provide timely communication to SCRRA Representative when scheduling the erection-related work so that SCRRA Representative may be present during the entire erection procedure.
10. At any time during construction activities, SCRRA Representative may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or SCRRA facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the satisfaction of SCRRA Representative. SCRRA shall not be responsible for any additional costs or time claims associated with such revisions.

5.9 Clearances

- A. The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest SCRRA track, and only then with the permission of SCRRA. Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to the start of work, the Contractor must establish a storage area with concurrence of SCRRA representative.
- B. Unless shown otherwise on the Contract Drawings and approved by SCRRA, the Contractor shall abide by the following temporary clearances during construction. The Contractor shall not place forms, materials, spoils, or other temporary construction, including bracing or work platforms, within the clear area defined below unless approved in writing by SCRRA:
 1. 15' -0" Horizontally at right angles from centerline of nearest track
 2. 22' -6" Vertically above the top of the highest rail
- C. At no time may the Contractor reduce the minimum clearances required by the California Public Utilities Commission (CPUC) General Order 26-D, or block or restrict the visibility of any signal or railroad warning device. Any infringement within the clearances established by General Order 26-D due to the Contractor's operations must be submitted to SCRRA and the operating railroads, and must not be undertaken until approved in writing by SCRRA, and until SCRRA has obtained any necessary authorization from the CPUC for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval by SCRRA, the operating railroads, or the CPUC as applicable.
- D. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to stockpiles of material, parked equipment, placement or driving of piles, and bracing or other construction supplies.
- E. Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by SCRRA

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and, if less than the statutory minimum, the CPUC. Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to SCRRA Representative and the Public Agency at least thirty (30) working days in advance of the work. No work shall be undertaken until the variance is approved in writing by SCRRA Representative.

- F. Parallel to the outer side of each exterior track of multiple operated tracks and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, must be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practicable. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9'-0" perpendicular from the center line of tangent track or 10'-0" horizontal from curved track.

5.10 Temporary Traffic Control Plan

- A. The Contractor's operations which control traffic across or around SCRRA facilities shall be coordinated with and approved by both SCRRA and Public Agency, and shall be in compliance with Section 21400 et seq. of the California Vehicle Code and the California Manual of Uniform Traffic Control Devices (California MUTCD). Traffic control in the vicinity of highway - railroad grade crossings shall conform to the Section 6G-19 of the California MUTCD and SCRRA Standard ES4301. The Contractor shall perform no work at, or in the vicinity of a highway-railroad grade crossing without the presence of a railroad EIC, notwithstanding that the work of the Contractor may not be physically located on Right-of-Way.
- B. The Contractor shall submit detailed temporary traffic control plans to SCRRA for approval prior to start of work requiring traffic control. Contractor shall also obtain approval of the temporary traffic control plan from the Public Agency having jurisdiction over the public street within the work zone.
- C. The Contractor must comply with all traffic control signs and other devices within SCRRA facilities, and must observe a maximum speed limit of 20 mph within Right-of-Way. Disregard for posted traffic control signs and devices, or excessive speed within Right-of-Way may lead to revocation of access for the offending individual.
- D. SCRRA will not permit temporary at-grade crossings unless absolutely necessary and there is no practicable alternative route available to Contractor to access the Project site. Temporary crossings, if permitted, must conform to SCRRA Standard ES4302. All work at temporary crossings that lies between the rails and within 8.5 feet of the center line of the track on each side may be performed by SCRRA at the cost and expense of the Contractor.

5.11 Performance Bond

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- A. The Contractor must furnish a performance bond when any excavation, shoring and support of excavation, or boring and jacking of pipe and casing may affect the stability of the railroad facility or track(s), or settlement of the soil around a pipe, in the amount shown in the following table:

Construction Activity	Bond Amount
Excavation and shoring	\$180,000
36" Casing	\$120,000
42" Casing	\$140,000
48" Casing	\$160,000
54" Casing	\$180,000
60" Casing	\$200,000
66" Casing	\$220,000
72" Casing	\$240,000
Over 72" Casing	SCRRA Approval

6.0 UTILITIES

6.1 Protection of Underground Facilities

- A. Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in Right-of-Way. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds. The Contractor must take special precautions and care in connection with excavating, shoring, and other subsurface construction to avoid damage to subsurface facilities.
- B. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems, are present and located within the Project work area by calling the Southern California Underground Service Alert at 811. SCRRA is not a member of Underground Service Alert (DigAlert) and SCRRA signal and communication lines must be located by contacting SCRRA Signal Department.
- C. Potholing and subsurface utilities and facilities verification work shall be completed at least 30 days in advance of any excavation work within the limits of any construction. The intent of performing potholing and field verification of underground utilities well in advance of any relocation, protection or modification of utilities is to preclude any delays or disruption arising from utility relocation and allow for redesign and reissuance of plans and related Contract Documents. Accordingly, any failure on the Contractor's part to perform the potholing and field verification of utilities within the time frames listed above shall be sufficient cause

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to reject any claims by the Contractor for delays associated with utility relocations.

- D. When the excavation is within the approximate location of subsurface installation, the Contractor shall determine the exact location of the subsurface installations in conflict with the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as provided by the utility companies and SCRRA in accordance with Section 4216.3 of California State law before using any power-operated or power-driven excavating or boring equipment.
- E. The Contractor shall pothole and physically locate all utilities, including signal and communications lines, within two (2) feet of railroad vehicle or pedestrian gates to conform depth and lateral location. The Contractor to comply with all requirements of the utility companies which may be more stringent.
- F. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating. Individual owners of utilities may require that an inspector employed by the utility owner be present during any excavation near the utility.
- G. In addition to calling the Southern California Underground Service Alert (Dig Alert), the Contractor shall call SCRRA's "Call Before You Dig" number at least 72 hours prior to commencing work at (909) 592-1346 during normal business hours. In case of emergencies involving SCRRA signal or communication facilities, the Contractor shall call (888) 446-9721. The signal and communication emergency phone line is staffed 24 hours a day, 7 days a week. If a telecommunications system is buried anywhere on or near Right-of-Way, the Contractor will coordinate with SCRRA and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near Right-of-Way. Notice must be given to the freight railroads and fiber optic companies not less than 72 hours prior to work by calling to permit them to arrange for the location or protection of any lines under their control.
- H. The SCRRA's Call Before You Dig number shall remain valid for not more than 28 calendar days from the date of issuance, and after that date shall require revalidation.
- I. If, at any time during an excavation for which there is a valid SCRRA number, SCRRA signal and communications field markings are no longer reasonably visible, the Contractor shall contact SCRRA. Upon receiving timely notification or renotification, SCRRA will re-locate and re-mark, within two working days, the signal and communications lines that may be affected by the excavation to the extent necessary, at the Contractor sole cost and expense.
- J. It is the responsibility of the Contractor to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. SCRRA has no obligation to supply additional Right-of-Way for

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non-railroad facilities affected by this Project, nor does SCRRA have any obligation to permit non railroad facilities to be abandoned in place or relocated on Right-of-Way. Any facility or utility that crosses Right-of-Way must be covered under an agreement or license obtained through SCRRA including, without limitation, any relocation of an existing facility or utility.

- K. SCRRA will, if required, rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by SCRRA forces in connection with its operation. This work by SCRRA will be done by its own forces or by contractors under a continuing contract and is not a part of the work under the Contract for the construction of the Project. The Contractor must allow sufficient time in its schedule to permit SCRRA to issue the necessary task orders to its contractors order material, and perform any necessary work.

7.0 HAZARDOUS AND CONTAMINATED MATERIALS

7.1 Discharge

- A. Discharge, release or spill on Right-of-Way of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify SCRRA Representative of any discharge, release or spills in excess of a reportable quantity. The Contractor must not allow Right-of-Way to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

7.2 Notification, Control and Disposal

- A. If the Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including any non-containerized commodity or material, on or adjacent to Right-of-Way, in or near any surface water, swamp, wetlands or waterways adjacent to the Right-of-Way, while performing any work on this Project, the Contractor must immediately: (a) notify the Public Agency's Resident Engineer and SCRRA Representative, of such discovery; (b) take safeguards necessary to protect its employees, sub-contractors, agents and third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

8.0 INSPECTION AND OBSERVATION

8.1 Site Inspections by SCRRA and Others

- A. In addition to the office reviews of construction submittals, site observations will be performed by SCRRA or its designee at significant points during construction as determined by SCRRA. Site visits to observe the progress of the work may be performed at any time throughout the construction process as deemed necessary by SCRRA.

Rules and Requirements for Construction on SCRRA Right-of-Way

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- B. Federal or State representatives may also conduct inspections and tests to verify compliance with laws and regulations. SCRRA maintains an Efficiency Testing program to verify the effectiveness of the Contractor's compliance with 49 CFR 214 – Railroad Workplace Safety regulations and SCRRA third party work rules.

8.2 SCRRA Efficiency Tests

- A. SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements. The Contractor shall cooperate with SCRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRA third-party safety requirements may result in the removal of an offending individual from Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Contractor's Right-of-Entry Agreement.

8.3 Scope of Inspections and Observations

- A. Inspections by SCRRA will be for compliance with SCRRA standards, guidelines, rules, and agreements, and will generally be limited to the work of the Contractor within or near Right-of-Way. Notwithstanding any inspection or site visit by SCRRA, responsibility for compliance with the Contract between the Contractor and the Public Agency, local codes and ordinances, SCRRA standards and guidelines, and for the inspection of temporary and permanent work and other work site inspections, resides with the Public Agency and the Contractor. SCRRA by its inspections and comments makes no representations and offers no warranty as to the completeness, accuracy, degree of conformance to codes, compliance with the Contract or local codes or ordinances.

9.0 CLEANING AND RESTORATION**9.1 Cleaning of Right-of-Way**

- A. The Contractor shall, upon completion of the work, promptly remove all of the Contractor's tools, implements and other materials whether brought upon the Right-of-Way by the Contractor or any sub-contractor, employee, supplier, or agent of the Contractor. The Contractor shall also restore the Right-of-Way of SCRRA, and make arrangements with SCRRA to restore the tracks, wire lines, signals, and other facilities of SCRRA. The Contractor shall leave the premises in a clean and presentable state equal to or better than existed at the start of the Project work. All areas must be graded to drain away from the tracks, all fences or other barriers that have been damaged during the work, or removed to facilitate the work, must be replaced with new fencing of an equivalent character. Where the Project improvements intersect the natural flow of the runoff, the contractor shall provide facilities for the proper collection, conveyance, and disposal of water reaching the interfering improvement.

EXHIBIT A

SCOPE OF SITE SPECIFIC WORK PLAN (SSWP)

All SSWPs shall be submitted in writing a minimum of 15 calendar days prior to the scheduled start of work within Right-of-Way. SCRRA will require a SSWP for all proposed work in or adjacent to Right-of-Way that affects the operation and safety of Metrolink passengers and trains. Provide detailed information on each task for SCRRA review and approval. A SSWP Checklist shall be submitted to SCRRA.

TASK	DESCRIPTION
Contractor	Provide the name and address of the contractor.
Scope	Provide a brief description of the work. Description shall include all activities necessary to perform construction task within Right-of-Way, including use of grade crossings, main tracks, siding, stations, and proposed storage area.
Brief Schedule	List the project beginning and end dates, as well as time for the proposed activities.
Location	Identify the city, county, subdivision name, mile post limits, tracks, sidings of the proposed work activity.
Equipments	Identification of all equipment necessary for the successful completion of the work activities. All equipment shall be inspected, calibrated, and certified by the contractor for performing work in and around Right-of-Way. Provide plan illustrating locations of equipment during build-up of equipment.
Material and Staging	Identify all materials required for the completion of the work activity. Identify the placement of all personnel and material to allow for schedule adherence. Identify proposed haul roads, methods of separating construction vehicles from railroad operations, truck staging locations. Provide crane capacity, locations and positions during hoisting.
Schedule	Detailed summary of the work activity. All work with a potential to impact normal functioning of any part of the operating system shall include a detailed schedule of events indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which all activities planned will be completed. Failure of the contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact the operations of SCRRA.
Haul Routes	Identify the routes that will be used by the trucks to deliver materials. Contractor will communicate with sub-contractors the safety of the railroad and adherence to safety procedures while delivering materials to the Right-of-Way.
Safety Plan	Identification of proper personnel protective equipment (PPE) and work area. Provide plan for safety training, utility notifications, work windows, and measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted.

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Contingency Plan	Include back-up or contingency plans for putting the system back in operation in case of emergency or in case the contractor fails to perform and complete the work on time. Contingency plan shall address the various stages of construction.
Worksite Representative	Names, title, phones (office and cellular), e-mail address and date and time of availability.
Emergency Response Plan	Written procedures for responding to emergencies (phones, contact numbers, addresses and maps) for incident, police, ambulance, fire and medical (hospitals). Provide First-aid kit and fire extinguisher at the field location. Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency.
Utility Plans	Provide plans showing all the existing underground and overhead utilities, including SCRRA's signal and communications cables when the excavation, boring and jacking, and drilling & pile driving work is within twenty feet of railroad tracks. The plans will show the actual locations of utilities based on potholing operation.
Excavation Plan (If necessary)	Provide excavation support plans and calculations. Excavation plans shall meet Caltrans, OSHA, and SCRRA requirements. Refer to SCRRA's Excavation Support Guidelines.
Boring and Jacking Plan (If necessary)	Provide plans and profile of casing and carrier pipes. Provide details and calculations of boring and excavation. Soil boring data and analysis, track monitoring plans and pressure grouting plans shall be submitted. Refer to SCRRA's Engineering Standard ES5001 or ES5002.
Drilling and Pile Driving Plan (If necessary)	Provide plans of pile layout and developed elevation of finished structures.
Falsework Plan (If necessary)	Provide falsework installation, stripping and lowering plans and calculations for review and approval.
Temporary Traffic Control Plan (If necessary)	Submit temporary traffic control plans for any traffic control affecting grade crossings and disrupting normal operation of grade crossing protection. Temporary Traffic control plans shall meet CA MUTCD, WATCH and SCRRA requirements. Refer to SCRRA Temporary Traffic Control Guidelines and SCRRA Engineering Standard ES4301.
Storm Related identification, Prevention and Implementation Plan (If necessary)	Provide plans specific to jobsite that identifies potential hazards, implements preventive measures with timeline, and ways to handle emergencies related to storms.

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

EXHIBIT B
SITE SPECIFIC WORK PLAN (SSWP)
CHECKLIST

DRAFT

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

Rules and Requirements for Construction on SCRRA Right-of-Way

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ITEM	YES	NO	N/A	IF NO, EXPLAIN
Equipment				
All equipment necessary for the work is identified?				
Procedures for all equipments to be inspected, calibrated and certified established?				
Material and Staging				
Materials required for work identified?				
Personnel required for work identified?				
Plan illustrating locations of materials and equipment during build-up of equipment and prior to hoisting submitted?				
Plan illustrating crane capacity, locations and positions during hoisting submitted?				
Schedule				
A schedule of the work, showing each activity and where and how it affects normal operation submitted?				
Detailed schedule indicating the expected hourly progress of each activity that has duration of one hour or longer submitted?				
All SCRRA furnished services and time line identified on the schedule?				
Haul Routes				
Routes used by the trucks to deliver materials identified?				
Sub-contractors are communicated with haul routes, safety of the railroad and safety procedures while delivering materials to the Right-of-Way?				
Truck staging locations identified?				
Safety Plan				
Proper personnel protective equipment (PPE) identified?				
Safety training scheduled and completed?				
SCRRA signal and communication cables located?				
Ticket number obtained?				
DigAlert ticket number obtained for the project?				
Work windows are identified for the constructions?				
Measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted?				
Worksite hazards identified?				
Contingency Plan				
Back-up or contingency plan and necessary resources (labor, equipment, materials) to assure that all appropriate measures are available for the return to full service submitted?				
Contingency plan addresses the various stages of work?				

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

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ITEM	YES	NO	N/A	IF NO, EXPLAIN
Worksite Representatives				
Name, title, phones (office and cellular), e-mail address, date and time of availability provided to SCRRA?				
Emergency Response Plan				
Written procedures for responding to emergencies for incident, police, ambulance, fire and medical (hospital) submitted?				
First-aid kit and fire extinguisher will be located at field location?				
Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency provided?				
Utility Plans				
Plans showing all the existing underground and overhead utilities, including SCRRA's signal and communications cables submitted?				
Excavation Plans (If necessary)				
Limits of excavation with slope lines indicated?				
Excavation support plans including calculations submitted?				
Type and models of equipment proposed for use submitted?				
Operational limits of equipment (including swing radius or overhang distance submitted?				
Plan and elevation illustrating location of equipment with respect to track submitted?				
Stock pile areas?				
SCRRA Shoring Submittal Design Checklist as per SCRRA Excavation Support Guidelines, Appendix A submitted?				
SCRRA Shoring Submittal Review Checklist as per SCRRA Excavation Support Guidelines, Appendix B submitted?				
Performance Bond submitted to SCRRA				
Boring and Jacking Plans (If necessary)				
Plan and profile of casing and carrier pipe submitted?				
Location and size of jacking and receiving pits shown?				
Engineering details and calculations submitted?				
Soil boring data and analysis submitted for pipes equal or greater than 48" in diameter?				
Track monitoring plans submitted for pipes equal or greater than 48" in diameter as per Section 9, Track Monitoring of SCRRA Excavation Support Guidelines?				
Boring, tunneling or jacking operation will be continuous without stoppage when the casing is 20 feet from the nearest track?				
Immediately after completion of jacking operation, the installation shall be pressure grouted?				
Boring and Jacking meet SCRRA Engineering Standard ES5001 or ES5002 requirements?				
Performance Bond submitted to SCRRA for pipes equal or greater in diameter than 36 inches?				

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

Rules and Requirements for Construction on SCRRRA Right-of-Way

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ITEM	YES	NO	N/A	IF NO, EXPLAIN
Drilling and Pile Driving Plans (If necessary)				
Plan of pile layout and developed elevation of finished structure with intermediate excavation levels indicated?				
Type, model, location, operation limits of cranes submitted to SCRRRA?				
Pick plan for hoisting of large or heavy materials submitted?				
Falsework Plan (If necessary)				
Plans of falsework and calculations submitted?				
Falsework erection plans submitted?				
Plans of stripping and lowering of falsework including schedule submitted?				
Methods of securing beams and stringers to bents submitted?				
SCRRRA Falsework Submittal Checklist as per SCRRRA Grade Separation Guidelines submitted?				
Temporary Traffic Control Plans (If necessary)				
Temporary traffic control plans submitted?				
Approval of Temporary traffic control plan obtained from local authority?				
Temporary traffic control plan meet CA MUTCD, WATCH and SCRRRA requirements?				
Temporary traffic control plan meet SCRRRA guidelines and Engineering Standard ES4301 requirements?				
Storm Related identification, Prevention and Implementation Plan (If necessary)				
Plans for tie-down and removal of material and small equipment for high winds?				
Plans to handle large amount of stormwater due to heavy rain, including diverting, cleaning drains, off-site and on-site impacts, and covering materials?				
Prevent stormwater damage and methods to prevent ponding submitted?				
Material or equipment creating dams to water runoff?				
Plans to handle landslides for on-site earthwork or from adjacent areas?				
Emergency contact numbers for storm related emergencies?				
Availability of equipment to cleanup storm debris and repair damage?				

Attachment: 23-1002938 Rochester 230126 SCRRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRRA)

EXHIBIT C

CONTRACTOR SUBMITTAL CHECKLIST

SECTION	DESCRIPTION	REFERENCES
1.4 & 1.5	Temporary Right-of-Entry Agreement	Form No. 6, http://www.metrolinktrains.com/agency/page/title/engineering_construction
1.4 & 1.5	Insurance Certificates	Form No. 6
1.5	Construction Schedule	Standard Specifications
1.5	Weekly Look-Ahead Schedule	Standard Specifications
1.5	Document Control Plan	Resident Engineer's Manual
1.5	Testing and Inspection Plan	Resident Engineer's Manual
1.5	Site Specific Work Plans	Form No. 37
4.0	Work Windows Requests	Form No. 37
5.1	Demolition and Removal Plans	Grade Separation Guidelines and Caltrans Falsework Manual
5.2	Excavation and Backfill Plans	Excavation Support Guidelines
5.4	Shoring and Support of Excavation Plans	Excavation Support Guidelines
5.4	Shoring and Support of Excavations Removal Plans	Excavation Support Guidelines
5.4	Track Monitoring Plan	Excavation Support Guidelines - Section 9.0
5.5	Drilling and Pile Driving Plans	AREMA and Caltrans
5.6	Boring and Jacking Plans	ES5001 and ES5002
5.6	Boring and Jacking Track Monitoring Plan	Excavation Support Guidelines, Section 9.0 and Design Criteria Manual Section 9.0
5.8	Temporary Structures Plans	Grade Separation Guidelines and Caltrans Falsework Manual
5.8	Falsework Design Plans	Grade Separation Guidelines and Caltrans Falsework Manual
5.8	Falsework Erection Plan	Grade Separation Guidelines and Caltrans Falsework Manual
5.8	Falsework Removal Plan	Grade Separation Guidelines and Caltrans Falsework Manual
5.9	Hoisting Plans	OSHA
5.10	Clearances	(CPUC) General Order 26-D and ES2101 & ES2102
5.11	Temporary Traffic Control Plans	California MUTCD, Temporary Traffic Control Guidelines, and ES4301
6.1	Underground and overhead utilities plans	California State Law 4216 and Underground Service Alert of Southern California

EXHIBIT D

SAMPLE SITE SPECIFIC WORK WINDOW

1.0 WORK WINDOWS

1.1 Track Occupancy and Project Specific Work Windows

Track Occupancy and work windows for this project must be coordinated with SCRRA. Work Windows that apply to this Contract are as follows:

- A. Most work within the SCRRA right-of-way or within 25 feet from centerline of active tracks shall be performed under Form B.

Only XXX Form B Work Window(s) will be allowed at any one time. Only one EIC and 00 Subgroup Coordinators for each Form B Work Window will be provided. Form B Work Windows will be available between the hours of 00:00 AM to 00:00 PM, Monday through Sunday.

The Contractor shall schedule and conform their work limits within the range of vision of the assigned EIC. If the Contractor's requested work limits are outside of the normal range of vision of the EIC due to curves, topography, or distance, SCRRA will furnish one or more Roadway Worker Protection (RWP) qualified Subgroup Coordinator suitable to the EIC. The railroad workers are subject to the Federal Hours of Service laws and shall not work in excess of 12 hours per shift, including travel time from crew designated headquarters to the work site.

- B. SCRRA will provide XXX Limited Track Windows, subject to the terms and conditions of the SCRRA Standard Specifications, the C&M Agreement, and as stated in this section. Limited Track Window will be available at night between the hours of 00:00 PM to 00:00 AM the following morning, Monday through Sunday.

- C. SCRRA will provide Exclusive Track Windows, subject to the terms and conditions of the SCRRA Standard Specifications, the C&M Agreement, and as stated in this section. The Exclusive Track Windows will be for the following period and activities:

1. XXX Exclusive Track Window(s) of 00-hour will be available between the hours of 00:00 PM Friday night to 00:00 AM Monday morning for bridge construction.
2. XXX Exclusive Track Window(s) of 00-hour will be available between the hours of 00:00 PM Friday night to 00:00 AM Monday morning on weekends for track cutovers. Contractor will perform all track cutovers

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and SCRRA signal forces will perform all associated signal work during the weekend Exclusive Track Windows.

3. **XXX** Exclusive Track Window(s) and full closures of the street and highway-rail grade crossing will be granted for **00**-hour between the hours of **00:00** PM Friday night to **00:00** AM Monday morning to perform all required grade crossing and street rehabilitation and construction, as well as the required track and signal cutovers. During each of the street and highway-rail grade crossing closures, SCRRA signal forces will prepare and install all necessary signal systems. The Contractor shall coordinate with SCRRA signal forces and allocate adequate time during each grade crossing closure for railroad signal cutover and testing before the road and track is returned to service. The Contractor shall furnish and install all street and track work and shall coordinate with SCRRA signal forces to ensure timely completion of all railroad work. During this period Contractor may perform other work, but that work shall not affect the signal circuits (i.e. no track welding, road surfacing, etc.). Work that is permitted during this time includes installation of concrete crossing panels, roadway grading, paving, stripping, traffic control devices and general site clean-up necessary to reopen street and highway-rail grade crossing to vehicular traffic.
- D. The execution of the work by the Contractor shall follow all the requirements and provisions shown in SCRRA's Standard Specifications Section 01 14 00.
- E. SCRRA shall furnish **00** signal persons per day to provide railroad signal construction forces to support the Contractor's track, bridge or station construction activities. Signal support is defined as any work that will interfere with the existing wayside signal system, and/or grade crossing warning system.

1.2 Daily Train Traffic Volumes

There are **XXX** main tracks with controlling signals at this project location. SCRRA, Amtrak, the BNSF Railway Company (BNSF) and Union Pacific Railroad (UPRR) operate trains over the tracks traversing the project location. The average train traffic on this route is **00** passenger trains and **00** freight trains for 24-hour period. The average train timetable speed is **00** mph for passenger trains and **00** mph for freight trains. Passenger trains include scheduled revenue trains as well as possible dead-head moves. Passenger train traffic is approximately limited to the hours between **4:00** am and **12:00** Midnight. Freight trains are operated 24 hours a day, seven days a week without regular schedules. In addition to freight service, extra freight trains may be operated as traffic warrants.

Exhibit A-4

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
SCRRA Standard Terms and Conditions

Exhibit A-4

EXHIBIT A-4**To Construction Agreement****STANDARD TERMS AND CONDITIONS****SECTION 1 - CONDITIONS AND COVENANTS**

a) SCRRA makes no covenant or warranty of title for quiet possession or against encumbrances. Any lines constructed on the railroad right-of-way by or under authority of SBCTA for the purpose of conveying electric power or communications incidental to SBCTA's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRA, and in such manner as not adversely to affect communication or signal lines of SCRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by SBCTA to use or occupy any part of the railroad right-of-way without SCRRA's written consent. Nothing herein shall obligate SCRRA to give such consent.

b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. SBCTA shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the railroad right-of-way, unless SBCTA at its own expense settles with and obtains releases from such nonparties.

c) SCRRA and its member agencies reserve the right to use and to grant to others the right to use the Crossing for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also the right to cross the Crossing with all kinds of equipment.

d) So far as it lawfully may do so, SBCTA will assume, bear, and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing, excepting taxes levied upon and against the right-of-way as a component part of SCRRA's operating right-of-way.

SECTION 2 - CONSTRUCTION OF PROJECT

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence.

Exhibit A-4

All changes or modifications proposed during construction which affect SCRRA or the interests of SCRRA will be subject to SCRRA's approval prior to the commencement of work on all such changes or modifications.

b) SBCTA, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the PROJECT, and will furnish to SCRRA upon request with satisfactory evidence that such authority has been obtained. SBCTA shall act as the lead agency on all planning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for the PROJECT through the construction phase of the project.

c) All construction work of SBCTA upon the railroad right-of-way shall be performed and completed in a manner satisfactory to the Director of Engineering and Construction of SCRRA or his authorized representative and in accordance with the Plans, Specifications and Estimates, SCRRA's Minimum Requirements set forth in **Exhibit B-5, E-1, and E-2**, and other guidelines or standards furnished by SCRRA.

d) SBCTA shall require its Contractor(s) to reasonably adhere to the construction schedule adopted for all PROJECT work. Reasonable time must be allowed in the schedule for SCRRA to perform the RAILROAD WORK for which it is responsible. However, regardless of the requirements of the construction schedule, SCRRA reserves the right to reallocate the labor forces assigned to complete the RAILROAD WORK in the event of an emergency to provide for the immediate restoration of railroad operations or to protect persons or property on or near the railroad right-of-way. SCRRA will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. SBCTA and SCRRA mutually agree that any reallocation of labor forces by SCRRA pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this AGREEMENT by SCRRA.

e) All construction work performed by or the responsibility of SBCTA shall be performed diligently and completed within a reasonable time, and in any event within four (4) years from the effective date of this AGREEMENT, or within such further period of time as may be specified in writing by SCRRA's Director of Engineering and Construction. No part of the PROJECT shall be suspended, discontinued or unduly delayed without SCRRA's written consent and subject to such reasonable conditions as SCRRA may specify. It is understood that SCRRA's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of SBCTA. SBCTA hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against SCRRA.

f) SCRRA will have the right to stop construction work on the PROJECT if any of the following events take place:

Exhibit A-4

- i) SBCTA (or any of its Contractor(s)) performs the PROJECT work in a manner contrary to the plans and specifications approved by SCRRA;
 - ii) SBCTA (or any of its Contractor(s)), in SCRRA's opinion, prosecutes the PROJECT work in a manner which is hazardous to the railroad right-of-way, facilities or the safe and expeditious movement of railroad traffic;
 - iii) the insurance required by the AGREEMENT is canceled during the course of the PROJECT or does not meet the minimum requirements specified herein; or
 - iv) SBCTA fails to pay any non-disputed costs incurred by SCRRA as provided in the AGREEMENT.
- g) The work stoppage may continue until all necessary actions are taken by SBCTA or its Contractor(s) to rectify the conditions to the satisfaction of SCRRA's Director of Engineering and Construction or until additional insurance has been delivered to and accepted by SCRRA, or the obligations are brought current.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If SBCTA, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which SBCTA is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of the railroad or of any other person lawfully occupying or using the right-of-way of the railroad, such property shall be replaced or repaired by SBCTA at SBCTA's own expense, or by SCRRA at the expense of SBCTA, and to the satisfaction of SCRRA's Director of Engineering and Construction.

SECTION 4 - PAYMENT FOR WORK BY SCRRA

Payment for work by SCRRA shall be in accordance with Article 11-Payment for SCRRA Work as set forth in the Construction and Maintenance Agreement.

SECTION 5 - MAINTENANCE AND REPAIRS (NOT USED)

SECTION 6 - SAFETY MEASURES; PROTECTION OF SCRRA OPERATIONS

It is understood and recognized that safety and continuity of SCRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and

Exhibit A-4

avoided, it is agreed with respect to all of said work of SBCTA that the work will be performed in a safe manner and in conformity with the following standards:

- a) **SBCTA and Contractor.** All references in this AGREEMENT shall also include the Contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of SBCTA shall include work both within and outside of the railroad right-of-way.
- b) **Compliance with Laws.** SBCTA shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. SBCTA shall use only such methods as are consistent with safety, both as concerns SBCTA, SBCTA's agents and employees, the officers, agents, employees and property of SCRRA and the public in general. SBCTA (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the railroad operating right-of-way. If any failure by SBCTA to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRA, SBCTA shall reimburse and indemnify SCRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. SBCTA further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA.
- c) **No Interference or Delays.** SBCTA shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities, or any communication or signal lines, PTC system and critical features, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the railroad right-of-way or facilities.
- d) **Supervision.** SBCTA, at its own expense, shall adequately supervise and inspect all work to be performed by SBCTA's Contractor(s), and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of SBCTA for safe conduct and adequate policing and supervision of the PROJECT shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by SBCTA with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the PROJECT, SBCTA will give due consideration to suggestions and recommendations made by such representative for the safety and protection of SCRRA's property, right-of-way, and operations.

Exhibit A-4

- e) **Suspension of Work.** If at any time SBCTA Resident Engineer or the Director of Engineering and Construction of SCRRA or their respective representatives shall be of the opinion that any work of SBCTA is being or is about to be done or prosecuted without due regard and precaution for safety and security, SBCTA shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- f) **Removal of Debris.** SBCTA shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any railroad operating right-of-way or facilities of SCRRA; and any such material and debris shall be promptly removed from the railroad operating right-of-way by SBCTA at SBCTA's own expense or by SCRRA at the expense of SBCTA. SBCTA shall not cause, suffer or permit any water to be drained or pumped onto the railroad operating right-of-way during any dewatering from the Crossing without the prior permission of SCRRA Director of Engineering and Construction.
- g) **Explosives.** SBCTA shall not discharge any explosives on or in the vicinity of the railroad right-of-way without the prior consent of the SCRRA Director of Engineering and Construction, which will not be given if, in the sole discretion of SCRRA's Director of Engineering and Construction, such discharge would be dangerous or would interfere with the railroad right-of-way, property or facilities. For the purposes hereof, the "vicinity of the railroad operating right-of-way" shall be deemed to be any place on the railroad operating right-of-way or in such close proximity to the railroad operating right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on the railroad operating right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.
- h) **Excavation.** SBCTA shall not excavate from existing slopes nor construct new slopes which are excessive as defined in SCRRA Excavation Support Guidelines and may create hazards of slides or falling rock or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. SBCTA shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks or facilities. SBCTA, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by SBCTA in connection with construction, maintenance or other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Guidelines. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA's Director of Engineering and Construction to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

Exhibit A-4

- i) **Falsework.** No falsework may be erected over the track or on the railroad right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA.
- j) **Fiber Optic Cables.** Fiber optic and other cable systems may be buried on the railroad right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users, resulting in business interruption and loss of revenue and profits. SBCTA and its consultants and contractors shall telephone the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of two (2) working days before performing any excavation.
- k) **SCRRA Signal and Communication Facilities.** SCRRA is not a member of Underground Service Alert of Southern California. SBCTA, and its consultants and contractors, shall call SCRRA Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on the railroad operating right-of-way. No work may proceed until SBCTA has been provided with an SCRRA dig number, in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

SECTION 7 - **INTERIM WARNING DEVICES**

If at any time it is determined by the CPUC or FRA, by SBCTA, or by agreement between the PARTIES, that new or improved train activated warning devices should be installed at the Crossing, SBCTA shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the PROJECT has been completed.

SECTION 8 - **OTHER RAILROADS AND AGENCIES**

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using the railroad right-of-way or facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

Los Angeles County Metropolitan Transportation Authority (METRO)
 Orange County Transportation Authority (OCTA)
 Riverside County Transportation Commission (RCTC)
 San Bernardino County Transportation Authority (SBCTA)
 Ventura County Transportation Commission (VCTC)
 Burlington Northern Santa Fe Corporation (BNSF)

Exhibit A-4

National Railroad Passenger Corporation (Amtrak)

Union Pacific Railroad Company (UPRR)

SECTION 9 - REMEDIES FOR BREACH OR NONUSE

Omitted.

END EXHIBIT A

DRAFT

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

Exhibit B-2

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
Railroad Location Print

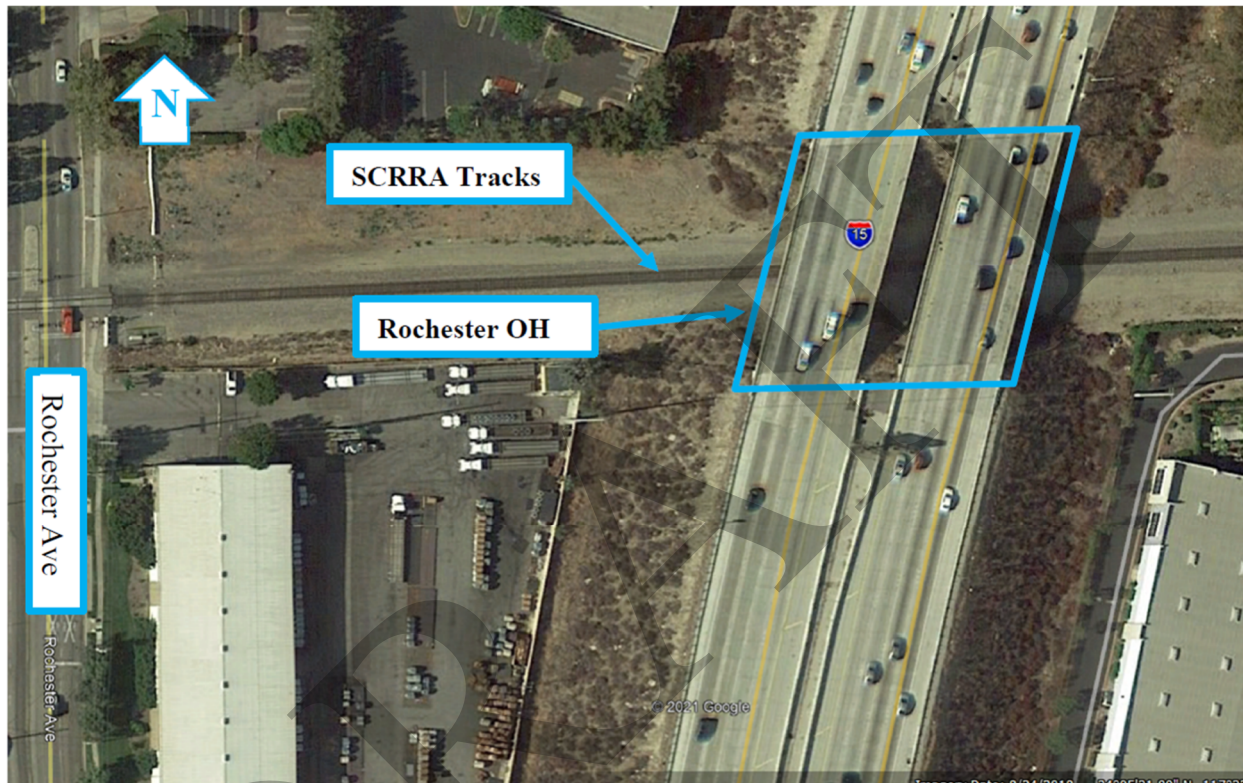
MAINTENANCE AGREEMENT**INTERSTATE-15 CORRIDOR EXPRESS LANES AT ROCHESTER AVENUE OVERHEAD (I-15 OH)
PROJECT****Exhibit B-2: Location Print**

Exhibit B-3

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)

Project Plans
(Project Title Sheet and Bridge General Plan)

REDACTED - SSI

Exhibit B-4

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
Project Specifications
(Cover Page)

Exhibit B-4: Project Specifications - Rochester OH

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
RSP A10F	Legend - Soil (Sheet 1 of 2)
RSP A10G	Legend - Soil (Sheet 2 of 2)
RSP A10H	Legend - Rock

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

RSP A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20C	Pavement Markers and Traffic Lines - Typical Details
RSP A20D	Pavement Markers and Traffic Lines - Typical Details
RSP A20E	Traffic Lines - Typical Details for Contrast Striping
RSP A20F	Pavement Markers and Traffic Lines - Typical Details
RSP A20G	Exit Ramp with Enhanced Pavement Markers for Wrong Way Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows and Symbols
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
RSP A24E	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
RSP A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

RUMBLE STRIP

A40B	Shoulder Rumble Strip Details - Ground-In Indentations
RSP A40E	Rumble Strip Placement at Freeway Exit Ramps, Freeway Entrance Ramps, and Intersections

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts
RSP A62DA	Excavation and Backfill - Concrete Pipe Culverts - Indirect Design Method

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

CONCRETE BARRIER TYPE 60 SERIES

A76A	Concrete Barrier Type 60M
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Exhibit B-5

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)

SCRRA Approval
of Plans and Related Documents

END EXHIBIT B-5

Exhibit D-2

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)

SCRRA Scope of Work and Estimate
(RAILROAD WORK)

Exhibit D-2



METROLINK.

EXHIBIT D-2					
RAILROAD WORK					
SCRRA SCOPE OF WORK AND COST ESTIMATE					
I-15 ROCHESTER OH WIDENING (SAN GABRIEL SUBDIVISION MP 42.94)					
TASK	ITEM	QTY	HRS	UNIT COST	TOTAL COST
1	Maintenance Support Track	1		LS	\$20,000.00
2	Project Management/Consultant Support		680	\$250.00	\$170,000.00
3	Bus Bridge	1		LS	\$25,000.00
4	SCRRA Agency Support		255	\$250.00	\$63,750.00
5	Flagging	400	Shifts	\$1,750.00	\$700,000.00
6	Other Professional Services	30		\$1,500.00	\$45,000.00
7	Cable Marking	8		\$2,500.00	\$20,000.00
	Sub-Total				\$1,043,750.00
	Reserve/Contingency (10%)				\$104,375.00
	TOTAL ESTIMATED COST				\$1,148,125.00
Notes:					

Exhibit E-1

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)

SCRRA Form 6 Temporary Right of Entry
Agreement
and SCRRA **Insurance** Requirements



TEMPORARY RIGHT-OF-ENTRY AGREEMENT

SCRRA FORM NO. 6

SCRRA File No.	
SCRRA Project/Task No.	
Subdivision	
Mile Post	

This Temporary Right-of-Entry Agreement ("Agreement") is between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA") and _____ (hereinafter referred to as "Contractor"). This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way ("Right-of-Way") at or near _____ in the City of _____ or in the Unincorporated County of _____ (as such location is more specifically identified above) for the purpose of _____ (as shown on attached drawings).

1. **Definitions**

- A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.
- B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents, successors and assigns.
- C. Operating Railroad is/are any specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad



Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR) and the BNSF Railway Company.

- D. Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.
- E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the "Metrolink" commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies ("Member Agency") are comprised of the following: Los Angeles County Metropolitan Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC).
- F. SCRRA Roadway Worker In-Charge (RWIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track equipment and who has the authority to halt work and to remove personnel from the Right-of-Way to assure safe work
- G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Chief Operating Officer to provide Contractor training.

2. **References**

When working on the Right-of-Way, the Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. The Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way. The documents are available on SCRRA's website at www.metrolinktrains.com (About, Right of Entry)

- A. Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37.
- B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.
- C. SCRRA SOP 2000.52 Roadway Worker Protection Program (RWPP)



- D. (RWPSM) Roadway Worker Protection Safety Manual
- E. (OTSMRW) On-Track Safety Manual for Roadway Workers
- F. SCRRRA Risk Analysis Form SS 01-24-2020

3. **Entry onto Right-of-Way**

As part of the Form 6 application and throughout the approved duration of this Agreement, the contractor must submit for approval and maintain a Site Access Control Plan, making revisions as necessary when work locations change, defining:

- A. Approved and controlled access points onto the railroad Right-of-Way for purposes of construction activities and the approved access routes within the right of way
- B. The control methods in place at these access points to ensure material and equipment deliveries are recorded upon entry and exit and vehicles are safely managed through site to work locations
- C. Any temporary construction crossings as agreed in advance with SCRRRA and in compliance with SCRRRA Standard ES 4302

The contractor shall additionally submit and maintain a hierarchy table for the senior supervision and key staff on site who are responsible for the control of site safety and operations, stating names, positions and emergency contact phone numbers

No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRRA safety training as well as protective services (RWIC and/or other protective services to be determined by SCRRRA) and has paid all charges and fees. A fully executed copy of this Form 6 must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SCRRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.

In accordance with all SCRRRA Rules and Regulations for work upon the Right-of-Way, prior to any work shift commencing, all contractor's and sub-contractors' representatives shall first undertake:

- A. A safety and work briefing with their supervisor to address the tasks and appropriate safety precautions for the work that they will be performing



- B. A railroad operational safety briefing with the RWIC appointed to oversee their workgroup at which they will complete a SCRRA Job Safety Briefing Form, SCRRA Risk Analysis Form SS 01-24-2020 and sign-in upon the RWIC's briefing from to acknowledge that they have received and understood the railroad safety briefing, they are aware of their method of protection from railroad operations and that they will comply with the RWIC's instructions.

At any time that a worker leaves the work group with which they have been briefed, to join another work group or to leave site, they must sign-out with the RWIC. At any time that a worker returns to site or joins another work group they must brief with the RWIC overseeing the new work group prior to commencing work, or re-brief with the RWIC overseeing their original work group if rejoining that group.

NOTE: IT IS IMPERATIVE THAT ALL CONTRACTOR'S AND SUBCONTRACTORS' MANAGEMENT REPRESENTATIVES UPHOLD THE REQUIREMENTS FOR THE JOB BRIEFINGS AND RISK ASSESSMENT ENSURING THAT ALL WORKERS COMPLY. FAILURE TO DO SO WILL RESULT IN REFUSAL TO ACCESS TO THE RIGHT-OF-WAY FOR THAT WORKER AND POTENTIALLY REMOVAL OF RWP CERTIFICATION ALLOWING WORK UPON THE SCRRA IOPERATED RAILROAD.

BY SIGNATURE ON PAGE 10 OF THIS AGREEMENT, THE PRIME CONTRACTOR'S CONTRACT/CONSTRUCTION MANAGER OR EQUIVALENT CONFIRMS THEIR UNDERSTANDING OF THIS REQUIREMENT AND THEIR COMMITMENT TO ENSURING COMPLIANCE FOR THEIR ENTIRE WORKFORCE (CONTRACTORS AND SUB-CONTRACTORS' REPRESENTATIVES).

4. **Termination of Agreement**

SCRRA or Member Agency reserves the right to terminate or revoke this temporary Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRA, this temporary Agreement shall extend until access to the Right-of-Way is no longer necessary. In any event, however, the Agreement shall be automatically terminated if or when the insurance that the Contractor is required to maintain hereunder lapses or expires. The Contractor agrees to return the Right-of-Way to a condition substantially the same as before work, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Whistle", "Station Stop" and "Fiber Optics". The Contractor agrees to notify SCRRA, in writing and orally, when use of the Right-of-Way or work is completed. The Contractor shall



also complete and return the Confirmation of Completion form. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Right-of-Way

At the request of SCRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRA or Member Agency is met. Contractor shall defend, indemnify and hold harmless SCRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

5. **Indemnification**

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of the Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by the Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Right-of-Way resulting from such acts or omissions of the Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by the Contractor or its Personnel shall not limit the



Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

The provisions of this section shall survive the termination or expiration of this Agreement.

6. **Assumption of Liability**

To the maximum extent allowed by law, the Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Right-of-Way and any other property of or under the control or custody of, the Contractor or its personnel in connection with any acts undertaken under or in connection with this Agreement. The Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRA, Member Agency and Operating Railroad transit operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRA or Member Agency. The Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of the Contractor and/or its Personnel. The Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The provisions of this Section shall survive the termination or expiration of this Agreement.

7. **Insurance**

The Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member



Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way, the Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if the Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit the Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by the Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of the Contractor or included in Contractor's policy.

Prior to the expiration of any policy, the Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

8. **No Assignment**

The Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

9. **Compliance by Contractor**

The Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. The Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed such lien.

10. **Safety and Protective/Flagging Services Notification**

The Contractor and his subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, the Contractor shall notify SCRRA's consultant/contractor, to schedule (EIC) Flagging Services. SCRRA has two contractors who provided SCRRA Basic Right-of-way Safety



Training and (EIC) Flagging Services, based on Subdivisions.

JACOBS ENGINEERING Provides Safety Training and (EIC) Flagging for the following Subdivisions:

Orange

Olive

San Gabriel (this includes the Redlands branch)

Perris Valley Line (including the Riverside layover if necessary)

Pasadena

Rialto

Shortway

To schedule Safety Training call Mr. Trevor Williams with Jacobs Engineering at (714) 659-1141. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Justin Duke with Jacobs Engineering at (714) 559-0968 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

RAILPROS Provides Safety Training and (EIC) Flagging for the following Subdivisions:

Montalvo

Ventura

Valley

River

To schedule Safety Training call Mr. Chris Nunez with Railpros Engineering at (909) 816-0852. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Darrin Pock with Railpros Engineering at (909) 706-5280 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.



11. SCRRA Safety and Protective Services

The Contractor must request and arrange for on-track safety protection satisfactory to SCRRA in the following circumstances:

- A. When the Contractor's work activities are within the right-of-way of SCRRA.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the right-of-way which, in the opinion of SCRRA or representative of an SCRRA Member Agency, may endanger the right-of-way or operations.
- I. When street work and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

The Contractor, and his subcontractors, shall complete SCRRA's Safety Orientation Class, as instructed in Item 10. Upon completion individuals will received a safety sticker which shall be adhered to their hardhat while working on railroad Right-of-Way as proof of completion of safety training.

12. Underground Utilities

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in SCRRA right-of-way. The Contractor shall contact the Southern California Underground Service Alert (DigAlert) at 811 to locate underground utilities. SCRRA is not a member of DigAlert. The Contractor shall call SCRRA at (909)



592-1346 a minimum of five days prior to beginning work to mark SCRRA's signal and communication cables and conduits.

Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds.

13. **Reimbursement of Costs and Expenditures**

The Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. Contractor agrees to reimburse SCRRA for all work related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRA's and Member Agency's representative.

The Contractor agrees to reimburse SCRRA or any Member Agency actual cost and expense incurred. This includes cost of plan review, administrative, safety training, utility marking, flagging services fees, and work performed in connection with said work, including applicable overhead rates. Refer to SCRRA's Schedule of Fees for more information. SCRRA will charge the Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRA will charge the Contractor for eight hours minimum if the Contractor cancels SCRRA services after SCRRA EIC or SCRRA Safety Training Officer is on site on the day of the appointment.

The Contractor also agrees to reimburse SCRRA, any Member Agency and/or any Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue and (v) alternative method of transportation for passengers. SCRRA will submit final bills to the Contractor for cost incurred.

SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, the Contractor shall provide deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services



to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA. SCRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon completion of all work, any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to the Contractor within a reasonable time.

If the Contractor stop the work in the right-of-way for three months or longer and then plans to resume the work, he/she shall notify SCRRA as per contact information shown in Section 18 prior to resumption of the work.

14. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings. The Contractor must place flagmen in the direction of the flow of traffic for each lane to assure that there is no queuing of traffic over the crossing. If after moving your work area away from the railroad right of way and queuing of traffic persists, flagmen must be reinstated at the crossing to control vehicular traffic over the crossing.

15. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Right-of-Way. After providing such notice to SCRRA and the appropriate regulatory agency (ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by the Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this



provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Right-of-Way, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils of hazardous materials is prepared in the Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification.

16. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve the Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations (Section 5) or assumption of liability obligations (Section 6). Execution of this right of entry does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefor.

17. **Emergency Telephone Numbers**

The Contractor must immediately contact SCRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

Signal Emergencies and Grade Crossing Problems	(888) 446-9721
Metrolink Chief Dispatcher	(909) 596-3584 or
	(888) 446-9715
Metrolink Sheriff's Dispatch Center	(323) 563-5280
Signal and Communications Cable Location	(909) 592-1346

18. **Notices**

Except as otherwise provided in this agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this agreement will be in writing, addressed to the parties at their respective addresses as provided below and will be delivered in person or by certified or registered mail, postage paid



or by telegraph or cable, charges pre-paid.

SCRRA: Southern California Regional Rail Authority (SCRRA)
2700 Melbourne Ave
Pomona, CA 91767
Attn: Eric Reese- ROW Crossings Coordinator
E-mail: rightofentry@scrra.net
Office Number: (909) 667-8108

Contractor: Contractor's address is shown on the next page.

19. **California Law/Venue**

This agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.

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Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)



The Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

(Name of Contractor) (Signature – Construction/Contract Manager or equivalent))

(Address)

(Print Name)

(Title)

(Telephone)

(Contractor's State License No.)

(Fax)

(Email)

Receipt of the foregoing agreement and certificated of insurance furnished by the Contractor are hereby acknowledged on this ____ day of _____ 20 ____.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
ROW Encroachment Coordinator

By: _____
Assistant Director, Track & Structures Maintenance

[Approved as To Form by Legal Counsel]

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)



EXHIBIT "A"
INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Right-of-Way, which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1(any auto).
- ☒ Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterment.
- ☐ Contractor's Pollution Liability

2. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate

3. **Certificate Holder/Additional Insured**

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)



Los Angeles County Metropolitan Trans. Auth. (MTA)
 Burlington Northern Santa Fe Corp. (BNSF)
 Orange County Transportation Authority (OCTA)
 Union Pacific Railroad Company (UPRR)
 Riverside County Transportation Commission (RCTC)
 National Railroad Passenger Corp. (AMTRAK)
 San Bernardino County Transportation Authority (SBCTA)
 Ventura County Transportation Commission (VCTC)

4. **Railroad Protective Liability Insurance**

☒ Railroad Protective Liability Insurance

The Contractor shall provide, with respect to the operations they or any of their sub-contractors perform on the Right-of-Way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified in Section 3 above.

The policy shall have limits of liability of not less than **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or

damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified

that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this work, the Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its subsidiaries, officials and employees.
- D. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA

and/or Member Agency.

Course of Construction policies shall contain the following provisions:



- A. SCRRRA and Member Agency shall be named as loss payee.
- B. The insurer shall waive all rights subrogation against SCRRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRRA with original endorsements evidencing coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRRA. All endorsements are to be received and approved by SCRRRA before work commences. As an alternative to SCRRRA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. **Train Services**

The train traffic information is available on SCRRRA's website at www.metroinktrains.com (About Us, Engineering and Construction). The following is the direct link to the file.

<http://www.metroinktrains.com/pdfs/EngineeringConstruction/TrainTrafficDensityExhibitforSCRRASystem.pdf>

11. **Submittal**

The original insurance policy (s) shall be submitted to:

Southern California Regional Rail Authority (SCRRRA)
2700 Melbourne Ave
Pomona, CA 91767
Attn: Eric Reese- ROW Crossings Coordinator
E-mail: rightofentry@scrra.net
Office Number: (909) 667-8108



EXHIBIT "B"
RAILROAD PROTECTIVE LIABILITY POLICY
DECLARATION

POLICY

Insurance Company:

Policy Number:

Policy Period: _____

SCRRA Project #:

From:

To:

12:01am Standard time at location

CERTIFICATE HOLDER AND ADDITIONALLY INSURED**Certificate Holder/Insured:**

Southern California Regional Rail Authority (SCRRA)

2558 Supply Street, Pomona, CA 91767

Additionally Insured:

Los Angeles County Metropolitan Transportation Authority (MTA)

Burlington

Northern Santa Fe Corporation (BNSF)

Orange County Transportation Authority (OCTA)

Union Pacific Railroad Company
(UPRR)

Riverside County Transportation Commission (RCTC)

National Railroad Passenger
Corp. (AMTRAK)

San Bernardino County Transportation Authority (SBCTA)

Ventura County Transportation Commission (VCTC)

LIMITS OF INSURANCE

Aggregate Limit

\$6,000,000

Each Occurrence Limit

\$2,000,000

DESCRIPTION OF WORK AND JOB LOCATION(S)**NAME AND ADDRESS OF DESIGNATED CONTRACTOR****NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY**

Southern California Regional Rail Authority

metrolinktrains.com

PREMIUM	
Contract Cost _____	
Premium Base _____	Rate per 1,000 of _____ Advance Premium _____
FORM OF ENDORSEMENT	
<u>Title</u>	<u>Number</u>
COUNTERSIGNATURE	
Countersigned by _____ Date _____	
<i>(Authorized Representative)</i>	

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Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)



EXHIBIT "B"

CERTIFICATE OF INSURANCE Southern California Regional Rail Authority (SCRRA)					ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW.				
INSURED		COMPANIES AFFORDING COVERAGE COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE	\$ \$ \$ \$ \$ \$

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)



					(Any one person)	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	\$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	\$ \$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUARY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						



THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below.
2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees.
3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above.
4. SCRRA is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA.
6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees.
7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.

CERTIFICATE HOLDER

Southern California Regional Rail Authority (SCRRA)
2558 Supply Street, Pomona, CA 91767

ADDITIONAL INSURED

MTA, OCTA, RCTC, SBCTA, VCTC, BNSF, UPRR,
AMTRAK

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NO. _____

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)



Exhibit E-2

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
Access Control Management Plan Requirements

Exhibit E-2

ACCESS CONTROL MANAGEMENT PLAN

In addition to the application requirements for SCRRA Form 6, Temporary Right of Entry Agreement, Contractor shall provide for Metrolink approval a separate management plans to include specific procedures, details, contacts and hierarchy of responsibility and protocol for each of the following topics before a Right-of-Entry will be approved.

- Control and manage materials and equipment deliveries to the jobsite by Contractor, subcontractors, and 3rd party vendors to include location and access to material and equipment storage areas. Also control and manage deliveries of construction materials to be delivered to the site by 3rd party vendors to be incorporated into the work.
- Control and manage access to the jobsite by contractor personnel, subcontractor personnel, vendors, owner representatives and their consultants and other 3rd party visitors to the jobsite.
- Control and manage the use of the of the Temporary Construction Crossing with points of access identified. Access to the Metrolink right of way will be secured with 6' chain-link fencing and gate. Metrolink lock will be placed on the gate and only the Roadway Worker In Charge (RWIC) will be authorized to open the point of access gates. A RWIC is required to supervise the crossing at all times that it is will be in use and will close the crossing when it is not in use.
- Control and manage job briefings; Prior to the required job briefing by Roadway Worker In Charge (RWIC), the Contractor's Superintendent/Foreman and the Roadway Worker In Charge (RWIC) will hold a briefing at the start of the shift and again as the conditions, job tasks and/or locations change. The Superintendent/Foreman will outline the work scope to be performed, the location and any associated safety requirements and the RWIC will outline the scope and method of protection to be employed. All contractor and subcontractor workers will sign to acknowledge understanding and agreement of both the work scope and method of on track protection. The Superintendent/Foreman shall have an approved copy of the Site-Specific Work Plan, SSWP, available on site.

Exhibit F

To Construction and Maintenance Agreement for ROCHESTER OH (WIDEN) Funding Schedule

Rochester OH (Widen) Project Funding Sources

Exhibit F

SBCTA will utilize Freeway Valley Measure I Funds

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Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

Exhibit G

To Construction and Maintenance Agreement
for
ROCHESTER OH (WIDEN)
CPUC Decision Granting Authority to Reconstruct a
Grade-Separated Highway-Rail Crossing

**REQUEST TO CPUC STAFF FOR AUTHORIZATION TO
ALTER HIGHWAY-RAIL CROSSING
PURSUANT TO GENERAL ORDER 88-B**



1. Date Submitted:

2. Applicant Info

Organization Name:	San Bernardino County Transportation Authority (SBCTA)
Contact Person:	Sal Chavez, PE
Title:	Project Delivery Manager, Project Delivery
Street Address:	1170 West 3 rd Street, 2 nd Floor
City:	San Bernardino, CA
Zip:	92410-1715
Phone:	909-884-8276
Email:	Schavez@gosbcta.com

3. Crossing proposed to be altered

PUC Crossing Number:	101SG-42.941-A	
U.S. DOT Crossing Number:	026973B	
New U.S. DOT Number: (At-grade to grade-separation only)	N/A	
Street Name:	I-15 Fwy (Rochester OH)	
City:	Rancho Cucamonga	
County:	San Bernardino	
Average Daily Vehicle Traffic (ADT) on roadway crossing tracks	88,996 (NB I-15)	
Year ADT count taken (should be within last 5 years)	2019	
Roadway Speed Limit:	65 mph	
Railroad Responsible for Crossing:	<u>Southern California Regional Rail Authority</u>	
Other Railroads Operating on Tracks:	Burlington Northern Santa Fe Railway	
Average Daily Train Traffic and speed from all operating railroads	Train Volume	Maximum Train Speed
Passenger	38	79 mph
Freight	8	55 mph
Transit	0	0

4. Describe Proposed Alterations (including any temporary reduced clearance variance requests): Existing Grade Separation Structure Widening with a proposed vertical clearance increased to 23'-3", while the existing bridge vertical clearance will remain the same at 22'-8", and with minimum horizontal clearance of 20'-6".

5. Describe the public benefits to be achieved by the proposed alterations:

The public benefit of this project is the improvement of highway capacity on the existing Overhead Grade Separation providing much needed additional lanes on the I-15 Freight Corridor.

6. Explain why a separation of grades is not practicable:

This is already a grade separation.

7. Describe crossing warning devices

Current:	N/A
Proposed:	N/A

8. Temporary Traffic Controls - Include a statement of temporary traffic controls to be provided during construction:

See Attachment 4 for Project Plans showing the improvements and the traffic control during construction.

9. CEQA (Applicable only to grade-separation projects). For projects involving the alteration or reconstruction of an existing grade-separated crossing or the construction of a grade-separation that eliminates an existing at-grade crossing, the party desiring the change must provide either (a) a copy of a Notice of Exemption from CEQA requirements filed with the appropriate governmental agency, or (b) other factual evidence that the crossing is exempt pursuant to Public Resources Code Section 21080.13.

See Attachment 3 for the NOE from CEQA.

10. Signature

I, [Your Name] , am an employee of [Name of your Organization] and authorized to sign this GO 88-B authorization request letter on its behalf.

Fill in by SBCTA

Typed Name and Title

Signature and date

DRAFT

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

Attachments:

1. Vicinity Map - Map of Immediate Vicinity on a scale of 50 to 200 ft/inch. **Included as Attachment 1.**
2. **Attachment 2 (Not Used).**
3. CEQA (Applicable only to grade-separation projects). If the project involves grade-separated crossings, then either a copy of the Notice of Exemption from CEQA or other factual evidence that the project is exempt from Public Resources Code Section 21080.13 must be provided. **Included as Attachment 3.**
4. Design documentation, such as civil and traffic signal plans, to the extent applicable. Refer to instructions for details. **Included as Attachment 4.**

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Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

11. Evidence of Agreement:

I, [name of representative of organization concurring to project] , am an employee of [name of organization concurring to project] and authorized to sign this letter of agreement on its behalf, hereby declare that [name of organization concurring to project] concurs with the proposed project described above.

Caltrans

_____ Typed Name and Title	_____ Signature and Date
-------------------------------	-----------------------------

Address

DRAFT

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

11. Evidence of Agreement:

I, [name of representative of organization concurring to project] , am an employee of [name of organization concurring to project] and authorized to sign this letter of agreement on its behalf, hereby declare that [name of organization concurring to project] concurs with the proposed project described above.

Southern California Regional Rail
Authority

Typed Name and Title	Signature and Date
----------------------	--------------------

Address

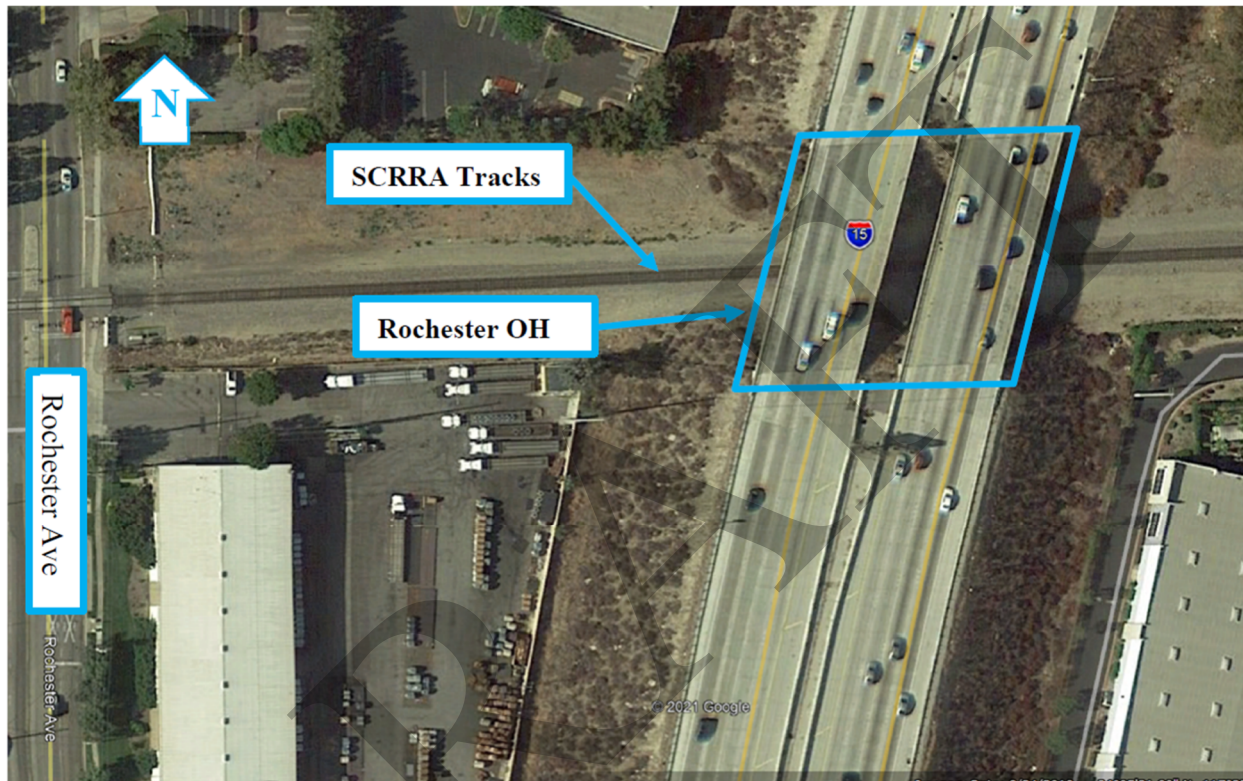
DRAFT

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

MAINTENANCE AGREEMENT

INTERSTATE-15 CORRIDOR EXPRESS LANES AT ROCHESTER AVENUE OVERHEAD (I-15 OH) PROJECT

Attachment 1 Location Print



Attachment 3: Environmental Document

NOTICE OF DETERMINATION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: California Transportation Commission
Attention: Jose Oseguera
1120 N Street, MS 52
Sacramento, CA 95814
(916) 653-2094

Project Title: Interstate 15 Corridor Project

2018021044	Shawn Oriaz	(909) 388-7034
State Clearinghouse Number	Lead Agency Contact Person	Area Code/Telephone

Project Location (include county): Interstate 15 in Riverside and San Bernardino Counties.

Project Description: Construct Express Lanes on a portion of I-15 in Riverside and San Bernardino Counties.

This is to advise that the California Transportation Commission has approved the above described project
(Lead Agency / X Responsible Agency)
on March 13-14, 2019, and has made the following determinations regarding the above described project:

1. The project (will / X will not) have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 X A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures (X were / were not) made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan (X was / was not) made a condition of the approval of the project.
5. A Statement of Overriding Considerations (was / X was not) adopted for this project.
6. Findings (were / X were not) made pursuant to the provisions of CEQA.

The above identified document with comments and responses and record of project approval is available to the General Public at: Caltrans Dist.8, 464 W. 4th St., San Bernardino, CA 92401

<u>Susan Bransen</u> 3/14/19	Executive Director
Signature (Public Agency)	Title
CALIFORNIA TRANSPORTATION COMMISSION	

Date received for filing at OPR:

Governor's Office of Planning & Research
MAR 20 2019
STATE CLEARINGHOUSE

Attachment: 23-1002938 Rochester 230126 SCRRA SBCTA CMA (9130 : I-15 Express Lanes C&M Agreement with SCRRA)

- NOTES:**
- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
 - SEE SHEET TH-1 FOR LEGEND.

CURVE DATA				
No.	R	Δ	T	L
(98)	7984.49	5°15'55"	367.14	733.76
(102)	7836.94	5°26'37"	372.57	744.59
(103)	7963.83	5°28'10"	380.40	760.22
(104)	7979.50	6°35'58"	460.05	919.08
(105)	8176.94	5°20'34"	381.53	762.51
(106)	8053.61	6°36'4"	464.44	927.86

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv/SBd	15	48.3/52.3, 0.0/14.0		

REGISTERED CIVIL ENGINEER

DATE

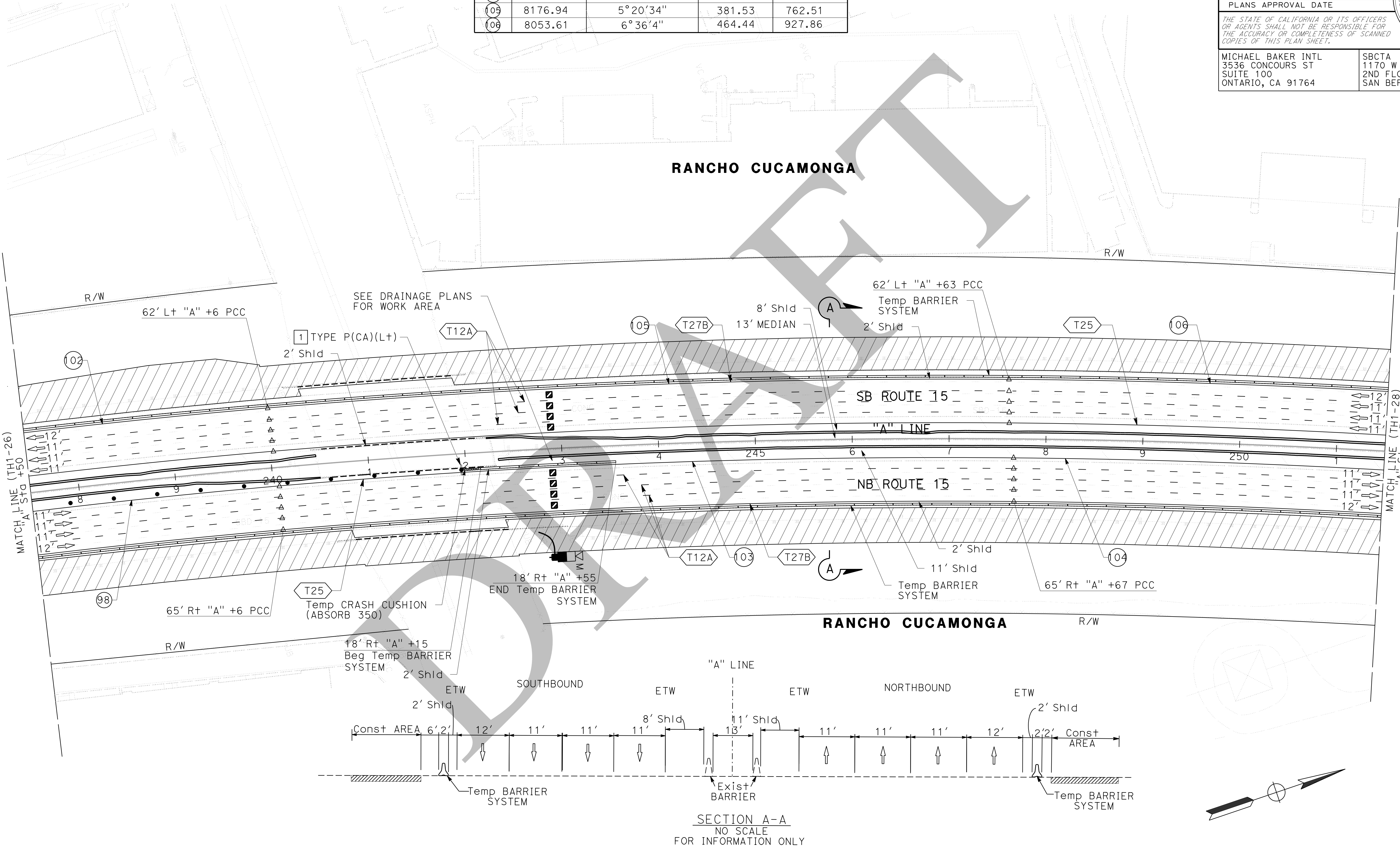
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

MICHAEL BAKER INTL
3536 CONCOURS ST
SUITE 100
ONTARIO, CA 91764


SBCTA
1170 W 3RD ST
2ND FLOOR
SAN BERNARDINO, CA 92410

REGISTERED PROFESSIONAL ENGINEER
OCTAVIO
HERNANDEZ
No. 78085
Exp 09-30-23
CIVIL
STATE OF CALIFORNIA

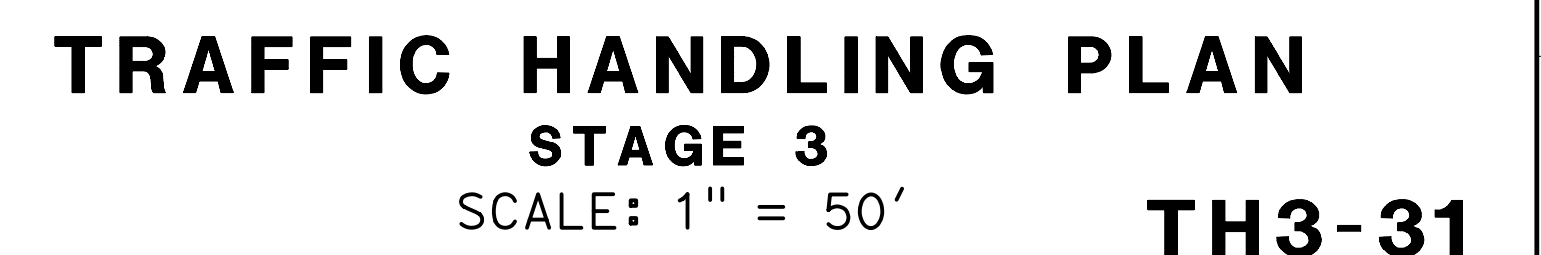


TRAFFIC HANDLING PLAN
STAGE 1
SCALE: 1" = 50'

TH1-27

	STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR			
		BRANDON REYES	CALCULATED-DESIGNED BY	SANNISHA CASTILLO	REVISED BY
			CHECKED BY	ELIZABETH DIAZ	DATE REVISED

CURVE DATA				
No.	R	Δ	T	L
(22)	8037.20	13° 33' 48"	955.78	1902.62
(25)	7961.00	17° 54' 18"	1254.13	2487.81
(26)	8037.20	14° 19' 26"	1009.92	2009.30



Minute Action

AGENDA ITEM: 34

Date: June 7, 2023

Subject:

Award Contract No. 23-1002961 for AMF H2 Upgrade Project - Procurement of Major Equipment

Recommendation:

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

A. Award Contract No. 23-1002961 for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Procurement of Major Equipment to Proterra Builders, Inc., in the amount of \$562,802.11.

B. Approve a contingency of 10 percent of the contract amount, for an amount not-to-exceed \$56,280.21 for Contract No. 23-1002961, and authorize the Executive Director, or his designee, to release contingency as necessary for the procurement of major equipment.

Background:

The San Bernardino County Transportation Authority (SBCTA), in partnership with the Southern California Regional Rail Authority, expanded the public transit network in the San Bernardino Valley with the operation of the Redlands Passenger Rail, or Arrow Service, starting on October 24, 2022. One of SBCTA's initiatives is to reduce greenhouse gas (GHG) emissions and improve air quality. The diesel multiple units purchased for the Arrow Service are powered via a Tier 4 diesel engine "generator" providing power to electric motors at the wheels. SBCTA recognized an opportunity to convert the power generator to an alternative propulsion technology in an effort to produce a low or Zero Emission Multiple Unit (ZEMU) that could run on the existing heavy rail infrastructure, thus reducing air quality impacts while furthering the use of our existing rail infrastructure. In April 2018, the California State Transportation Agency (CalSTA) awarded SBCTA \$30 million in Transit and Intercity Rail Capital Program (TIRCP) funds to research and develop a ZEMU rail vehicle and construct the infrastructure to fuel and maintain the ZEMU. In January 2023, CalSTA awarded SBCTA an additional \$15.8 million in TIRCP funds toward cost increases that have occurred since the initial award.

On May 5, 2021, the SBCTA Board of Directors (Board) received a project update regarding the hybrid battery hydrogen-fuel cell ZEMU development, the hydrogen fueling and Arrow Maintenance Facility (AMF) modifications, the Federal Railroad Administration coordination, and the circulation for public comment of the proposed AMF Hydrogen Fuel Upgrade Project (Project) focused Environmental Impact Report (EIR). A public hearing was held at the June 2, 2021 Board meeting, at which the public was provided an opportunity to provide comments on the Draft EIR to the Board and SBCTA staff. During this public circulation period, SBCTA received zero comment letters on the Draft EIR from public and agency stakeholders, and as a result, no changes were required to the Draft EIR. The Draft EIR by default became the Final EIR (FEIR). On September 1, 2021, the Board adopted Resolution No. 22-005, which contained the findings required by the California Environmental Quality Act in order to certify the FEIR and approve the project under California law. The FEIR evaluated the significant or potentially significant environmental impacts associated with the project and addressed appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

June 7, 2023

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those impacts. The FEIR identified no significant and unavoidable environmental impacts that would result from the project.

On January 4, 2023, the Board authorized the Executive Director, or his designee, to release the Invitation for Bids (IFB) for construction of the AMF Facility Retrofit to support the operations of ZEMU upon approval of the Final Plans, Specifications, and Estimates (PS&E) by the San Bernardino County Fire District (County Fire) and the City of San Bernardino (City), and subject to final approval as to form by SBCTA General Counsel. However, staff recognized that the approval from the City and County Fire was taking longer than planned and SBCTA needed to start a separate procurement of the major electrical equipment needed for the retrofit. The engineer's estimate was \$1.1 million and included various electrical equipment such as a generator, automatic transfer switch, and switchboard. The electrical equipment are considered long-lead items, ranging from 12 to 18 months to procure in today's market environment, and further delay of the release of the construction IFB would consequently delay the equipment procurement, as it would be included in the contractor's scope. On April 5, 2023, the Board approved a separate procurement for the major equipment to mitigate schedule impact.

On April 20, 2023, SBCTA released IFB No. 23-1002961. The IFB notification for this bid was received by 27 vendors registered on PlanetBids and was downloaded by all 27 vendors.

On May 18, 2023, SBCTA received one proposal, from Proterra Builders, Inc. The SBCTA Procurement Manager performed a responsiveness check and deemed the bid responsive. Additionally, the SBCTA Project Manager performed a bid analysis and determined that the bid met the technical specifications as defined in the IFB package.

Conclusively, staff recommends Proterra Builders, Inc., be awarded a contract for the procurement of the AMF Hydrogen Fuel Upgrade Project Major Equipment Purchase, in the amount of \$562,802.11, and approval of a contingency in the amount of \$56,280.21.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget and the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Responsible Staff:

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

Contract No.: 23-1002961 Amendment No.: _____
Contract Class: Payable Department: Transit
Vendor No.: TBD Vendor Name: Proterra Builders, Inc.
Description: Arrow Maintenance Facility Hydrogen Fuel Upgrade Project
List Any Related Contract Nos.: _____

Attachment: 23-1002961 CSS (9516 : Award Contract - AMF H2 Upgrade Project - Procurement of Major Equipment)

CONTRACT 23-1002961**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****PROTERRA BUILDERS, INC.****FOR****Arrow Maintenance Facility Hydrogen Fuel Upgrade Project
Procurement of Major Equipment**

This contract ("Contract") is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Protterra Builders, Inc. ("CONTRACTOR"), whose address is 16470 Pauhaska Place, Apple Valley, California 92307. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires Major Equipment Procurement for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles, Exhibit A, Instructions and Milestone Payment Schedule, and Exhibit B, Plans and Specifications; Invitation For Bids 23-1002961 (IFB) dated April 20, 2023; bid dated May 18, 2023; Addenda No. 1 dated May 10, 2023; and Special Provisions dated **April 20, 2023**. Refer to Exhibit B, Plans and Specifications, which contains a listing of the drawing sheets and specifications sections that apply to this Contract.

ARTICLE 2. BONDS

Intentionally Omitted.

ARTICLE 3. PROMPT PAYMENT/RETENTION

Intentionally Omitted.

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **Five Hundred Sixty-Two Thousand Eight Hundred Two and Eleven Hundredths (\$562,802.11)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

4.2 Intentionally Omitted.

4.3 Intentionally Omitted

IFB (23-1002961) Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Procurement of Major Equipment Bid						Lead Time
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	
1	500kW Standby Generator	EA	1	\$151,800.00	\$151,800.00	Generac – 66 weeks lead time after approved submittal
2	Life Safety Automatic Transfer Switch and its Bypass Isolation Switch	EA	1	\$32,799.84	\$32,799.84	50 weeks lead time after approved submittal
3	Emergency Power Automatic Transfer Switch and its Bypass Isolation Switch	EA	1	\$29,918.40	\$29,918.40	50 weeks lead time after approved submittal
4	Portable Generator Docking Station	EA	1	\$113,500.03	\$113,500.03	38 weeks lead time after approved submittal
5	Main Switchboard (MSB)	EA	1	\$192,940.00	\$234,783.84	60 weeks lead time after approved submittal
NOTES:			TOTAL BID PRICE		\$562,802.11	

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

Intentionally Omitted.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time periods as stipulated in Exhibit A. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice to Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair

Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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, 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 11. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102

ARTICLE 12. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

CONTRACTOR's knowledge and belief, the right to disclose the same. Any SBCTA materials to which CONTRACTOR or its agents has access and materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents. CONTRACTOR shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

- 13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 13.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 14. TERMINATION

- 14.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 14.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

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

14.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

ARTICLE 15. STOP WORK ORDER

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

ARTICLE 16. CLAIMS

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

ARTICLE 17. INSURANCE

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

17.1 Commercial General Liability Insurance:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 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, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

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

17.2 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR’S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

17.3 Commercial Auto Insurance: The policy must include the following:

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

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

17.4 Workers' Compensation/Employer's Liability Insurance: The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnites below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnites in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

17.5 Technology Professional Liability Errors and Omissions Insurance: Intentionally Omitted.

17.6 Professional Liability: Intentionally Omitted

17.7 Builder's Risk Insurance: Intentionally Omitted.

17.8 Contractor's Pollution Liability Insurance: Intentionally Omitted.

17.9 Railroad Protective Liability Insurance: Intentionally Omitted.

17.8 General Provisions

- 17.8.1 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.

- 17.8.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 17.8.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 17.8.4 Deductibles or Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$ 50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 17.8.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR'S or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring

coverage for claims by an additional insured against a named insured.

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

of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

17.8.11 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

17.8.12 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Subcontractor. The Contractor 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.

17.8.13 Project Specific Insurance. Intentionally Omitted.

17.8.14 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 CONTRACTOR 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.

17.8.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR 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 CONTRACTOR, whereupon the CONTRACTOR 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.

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

ARTICLE 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority and its officers, directors, employees, contractors, agents and volunteers (collectively the “Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR’s duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR’s indemnification obligation applies to the “passive” negligence of any of the Indemnitees, but does not apply to the “sole” or “active” negligence or “willful misconduct” of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 19. OWNERSHIP OF DOCUMENTS

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

ARTICLE 20. RECORD AND INSPECTION AND AUDITING

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

ARTICLE 21. INDEPENDENT CONTRACTOR

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

ARTICLE 22. ATTORNEY’S FEES

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

ARTICLE 23. GOVERNING LAW AND VENUE

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Special Provisions.

ARTICLE 26. COMMUNICATIONS AND NOTICES

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

To: PROTERRA BUILDERS, INC.	To: SBCTA
16470 Pauhasca Place	1170 W. 3rd Street, 2nd Floor
Apple Valley, Ca 92307	San Bernardino, CA 92410-1715
Attn: Steven Richardson	Attn: Joy M. Buenaflor
Email: steven.richardson@proterrabuilders.com	Email: jbuenaflor@gosbcta.com
2nd Contact:	cc: Procurement Manager, procurement@gosbcta.com
Phone:	Phone: (909) 884-8276

ARTICLE 27. LIQUIDATED DAMAGES

Intentionally Omitted.

ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

29.1 Intentionally Omitted.

29.2 Intentionally Omitted.

29.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 31. PREVAILING WAGE REQUIREMENTS

Intentionally Omitted.

ARTICLE 32. SAFETY

32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.

32.2 Intentionally Omitted.

ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE

- 33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Shaneka Morris, Procurement Manager at (909) 884-8276.

ARTICLE 34. NONSEGREGATED FACILITIES

- 34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- 34.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- 34.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 36. INTENTIONALLY OMITTED.

ARTICLE 37. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 38. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as

to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

ARTICLE 40. DRUG FREE WORKPLACE

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

ARTICLE 41. SEVERABILITY

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 42. FORCE MAJEURE

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

ARTICLE 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. EFFECTIVE DATE

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

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

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

PROTERRA BUILDERS, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven S. Richardson
Chief Executive
Officer/Secretary

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT A
INSTRUCTIONS AND MILESTONE
PAYMENT SCHEDULE

EXHIBIT A

INSTRUCTIONS AND MILESTONE PAYMENT SCHEDULE

Introduction

This general scope of work of the Contract is the fabrication and delivery of certain major equipment for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project. The major equipment will be installed by the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project construction contractor under a separate agreement.

Description of the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project

The existing Arrow Maintenance Facility (AMF) was completed in 2022 to operate and maintain diesel multiple unit (DMU) passenger trains. The AMF site is located at 958 West 3rd Street in the City of San Bernardino, California. The existing Arrow Maintenance Facility will be modified to accommodate the operation and maintenance of the new Zero Emission Multiple Unit (ZEMU) passenger train which is a hybrid vehicle propelled by hydrogen fuel cells and batteries.

Major Equipment Early Procurement

SBCTA wants to start the procurement process for the major equipment because of the anticipated duration necessary to fabricate the equipment. It is expected that the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project will be bid and awarded to a building contractor during the submittal review process for the major equipment that is the subject of this Contract, or after the equipment has been released for fabrication. The Arrow Maintenance Facility Hydrogen Fuel Upgrade Project contractor (AMF Contractor) will be required to unload, inspect, protect, store, install, start-up, field test, and commission the equipment in accordance with the same Specifications included as part of this Contract.

Major Equipment List

Provide the following equipment, delivered Freight on Board to the project site.

- 1) 500kW Engine Generator (Section 26 32 13, Engine Generators)
- 2) Life Safety Automatic Transfer Switch and Bypass Isolation Switch (Section 26 36 23)
- 3) Emergency Power Automatic Transfer Switch and Bypass Isolation Switch (Section 26 36 23)
- 4) Portable Generator Docking Station (Section 26 36 05, Generator Docking Station)
- 5) Main Switchboard (MSB) (Section 26 44 10, Switchboards)

The Specification Sections numbers noted above are provided for convenience only. The Contractor must comply with all requirements contained in the Plans and Specifications Sections listed in Contract Exhibit B.

Other Services to be Provided

The Contractor shall coordinate and cooperate with the SBCTA and the AMF Contractor during the submittal review process, and after release for fabrication to coordinate the factory testing, delivery and unloading of the equipment, the equipment start-up, equipment field testing, equipment commissioning, and equipment training.

For each equipment item, provide a manufacturer's authorized representative at the project site during equipment start-up, during equipment field testing, during commissioning, and during operator training sessions, all performed by the AMF Contractor and its subcontractors. The Contractor shall assume that those four things may happen at different times.

Factory Testing of equipment, if required, will be witnessed by SBCTA's Engineer or authorized representative. The bid price for the equipment shall include the cost of storing the equipment at the factory for up 30 days after fabrication and factory testing and before shipping to the project site..

Specified warranty durations start after successful Commissioning of the equipment at the project site.

Progress payments shall be made in accordance with the Milestone and Payment Schedule below. Payment requests shall not be deemed properly completed unless certified payrolls, if required, and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after commissioning of the equipment and completion of all Contract requirements.

Milestone and Payment Schedule

Item	Description	Deliverables	Payment	Target Duration *
1	Submission of all submittals required to release for fabrication.	Specified submittals (no missing parts), except O&M Manuals.	2% of the value of that equipment item.	10 days following NTP
2	Approval of all submittals required to release for fabrication.	Specified submittals needed to start fabrication.	5% of the value of that equipment item.	30 days following NTP
3	Equipment released for fabrication.	Letter from manufacturer that equipment has been released for fabrication. Letter shall include the estimated date for completion of manufacture.	5% of the value of that equipment item.	40 days following NTP

Item	Description	Deliverables	Payment	Target Duration *
4	Equipment manufactured.	Photographs of completed equipment showing evidence that equipment has been completed and is ready for factory testing.	30% of the value of that equipment item.	180 days following NTP
5	Equipment factory testing completed. Equipment ready to ship to jobsite.	Satisfactory factory testing report from manufacturer and Engineer.	20% of the value of that equipment item.	190 days following NTP
6	Equipment delivered to project site.	Satisfactory delivery inspection report from AMF Contractor.	20% of the value of that equipment item.	200 days following NTP
7	Approval of all required Operation & Maintenance submittals.	Approved O&M Manuals	5% of the value of that equipment item.	
8	Commissioning of equipment.	Satisfactory Commissioning Report prepared by SBCTA's Commissioning Agent.	5% of the value of that equipment item.	
9	Completion of staff training.	Report from SCRRA that all training has been completed for equipment item.	3% of the value of that equipment item.	
10	Final Completion	Submission and acceptance of all closeout documentation.	Remaining Contract amount	

* Days means calendar days

EXHIBIT B

PLANS AND SPECIFICATIONS

EXHIBIT B PLANS AND SPECIFICATIONS

PLANS

<u>SHEET</u>	<u>DWG</u>	<u>REV</u>	<u>TITLE</u>	<u>DATE</u>
1	G-0001	3	TITLE SHEET	2/27/2023
2	G-0002	3	INDEX OF DRAWINGS	2/27/2023
3	G-0003	3	GENERAL NOTES AND ABBREVIATIONS	2/27/2023
4	G-0004	3	AMF RETROFIT WORK AREAS	2/27/2023
117	E-0001	3	ELECTRICAL LEGEND, GENERAL NOTES, AND ABBREVIATIONS	2/27/2023
118	E-1000	3	POWER SITE PLAN	2/27/2023
119	E-1010	2	ELECTRICAL SITE ENLARGED PARTIAL PLAN (DEMOLITION)	2/27/2023
120	E-1011	0	ELECTRICAL SITE ENLARGED PARTIAL PLAN (NEW)	2/27/2023
121	E-1012	0	CONSTRUCTION SEQUENCE OF OPERATION	2/27/2023
122	E-2000	3	DEMOLITION SINGLE LINE DIAGRAM	2/27/2023
123	E-2001	3	NEW SINGLE LINE DIAGRAM	2/27/2023
124	E-2002	0	TEMPORARY SINGLE LINE DIAGRAM	2/27/2023
125	E-2005	2	ZEMU CHARGING STATION DIMENSIONS AND DETAILS	2/27/2023
126	E-2010	2	POWER WIRING DIAGRAM FOR ZEMU CHARGING STATIONS	2/27/2023
127	E-2040	2	ELECTRICAL POWER PANEL SCHEDULES SHEET 1	2/27/2023
128	E-2041	2	ELECTRICAL POWER PANEL SCHEDULES SHEET 2	2/27/2023
129	E-2042	0	ELECTRICAL POWER PANEL SCHEDULES SHEET 3	2/27/2023
130	E-2043	0	ELECTRICAL ROOM 107 DETAILS	2/27/2023
131	E-3000	3	HAZARDOUS AREA CLASSIFICATION	2/27/2023
140	E-5040	2	FIRE PUMP BUILDING PLAN	2/27/2023
141	E-6000	2	ELECTRICAL POWER SWITCHBOARD ELEVATIONS	2/27/2023
142	E-6010	2	ELECTRICAL POWER GENERATOR PLAN AND DETAILS	2/27/2023
143	E-6020	1	ELECTRICAL DETAILS SHEET 1	2/27/2023
144	E-6030	1	ELECTRICAL DETAILS SHEET 2	2/27/2023
145	E-6040	3	DUCT BANK DETAILS	2/27/2023
146	E-6060	0	FIRE ALARM SEQUENCE OF OPERATIONS	2/27/2023

SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
01 11 13	Work Covered by the Contract Documents	2/27/2023
01 11 15	Definition of Terms and Reference Standards	2/27/2023
01 24 13	Value Engineering Change Proposal (VECP)	2/27/2023
01 25 00	Substitution Procedures	2/27/2023
01 26 14	Request for Information	2/27/2023
01 29 73	Schedule of Values	2/27/2023
01 33 00	Submittal Procedures	2/27/2023
01 40 00	Quality Requirements	2/27/2023
01 60 00	Product Requirements	2/27/2023
01 64 00	SBCTA Furnished Material and Equipment	2/27/2023
01 78 23	Operation and Maintenance Data	2/27/2023
01 78 36	Warranties and Guarantees	2/27/2023
01 79 00	Demonstration and Training	2/27/2023
01 91 13	General Commissioning Requirements	2/27/2023
26 05 00	Basic Electrical Materials and Methods	2/27/2023
26 05 29	Hangers and Supports for Electrical Systems	2/27/2023
26 05 43	Electrical: Exterior Underground	2/27/2023
26 05 50	Overcurrent Protective Device Coordination	2/27/2023
26 06 00	Grounding and Bonding	2/27/2023
26 07 10	Seismic Controls for Electrical Work	2/27/2023
26 07 50	Electrical Identification	2/27/2023
26 08 00	Electrical Testing	2/27/2023
26 28 00	Overcurrent and Short Circuit Protective Devices	2/27/2023
26 28 90	Surge Protective Devices	2/27/2023
26 32 13	Engine Generators	2/27/2023
26 36 05	Generator Docking Station	2/27/2023
26 36 23	Automatic Transfer Switch and Bypass Isolation Switch	2/27/2023
26 44 10	Switchboards	2/27/2023
26 44 20	Panelboards	2/27/2023
26 46 00	Dry Type Transformers (600 V and Less)	2/27/2023

Additional Information

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X		X	X							
Jesse Armendarez Board of Supervisors	X	X	X	X								
Dawn Rowe Board of Supervisors	X	X		X	X							
Curt Hagman Board of Supervisors	X	X	X	X	X							
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X							
Daniel Ramos City of Adelanto	X	X	X	X	X							
Art Bishop Town of Apple Valley	X	X	X	X	X							
Paul Courtney City of Barstow	X	X		X	X							
Rick Herrick City of Big Bear Lake	X			X	X							
Eunice Ulloa City of Chino	X			X	X							
Ray Marquez City of Chino Hills	X	X	X	X	X							
Frank Navarro City of Colton		X	X	X	X							
Acquanetta Warren City of Fontana	X	X	X	X	X							
Sylvia Robles City of Grand Terrace	X	X	X	X	X							
Rebekah Swanson City of Hesperia	X	X	X	X	X							
Larry McCallon City of Highland	X	X	X	X								

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X		*							
John Dutrey City of Montclair	X	X	X	X	X							
Janet Jernigan City of Needles			X	X								
Alan Wapner City of Ontario	X	X	X	X								
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X	*							
Paul Barich City of Redlands		X		X	*							
Deborah Robertson City of Rialto	X	X	X	X								
Helen Tran City of San Bernardino	X	X	X	X	X							
Joel Klink City of Twentynine Palms	X	X		X	X							
Rudy Zuniga City of Upland		X	X	X	X							
Debra Jones City of Victorville	X			X	X							
Bobby Duncan City of Yucaipa	X	X	X	X	X							
Rick Denison Town of Yucca Valley	X	X	X	X								
Rebecca Guirado Interim Ex-Official Member	X	Bassem Barsom										
Catalino Pining Ex-Official Member			X	X	X							

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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

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



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, April 20, 2023. The following is a summary of the meeting.

FYs 2021-24 Work Program

FYs 2021-24 Transformative Transportation Strategies & Mobility Solutions Program

In May 2022, the MSRC approved release of a Program Opportunity Notice (PON) for the Transformative Transportation Strategies & Mobility Solutions Program under the FYs 2021-24 Work Program. As a result of the PON evaluation process, the MSRC directed staff to request a full proposal from the City of South Pasadena for the implementation of a zero-emission police patrol vehicle and supporting infrastructure project. The MSRC approved an award of \$499,789 to the City for this project. Subsequently, staff discovered that a portion of this project had been inaccurately described to both the MSRC and South Coast AQMD. The project was described as including the installation of two new dual-port, police-dedicated Level III chargers and one additional Level III charger which would be available to the public, when the description of the Level III infrastructure elements of the project should have specified the installation of one new dual-port Level III charger which is for public safety use. Level II chargers are also part of the project and will remain unchanged. A significant portion of those Level II chargers will be available to the public. The MSRC approved the corrected award as part of approval of the FYs 2021-24 Work Program.

Receive Update on Results of Request for Information for Zero-Emission Goods Movement Infrastructure and Consider Possible Application(s) for U.S. Department of Transportation Funding

Staff provided a status update on the Publicly Accessible Goods Movement Zero-Emission Infrastructure Request for Information. The MSRC identified up to \$50,000,000 for this effort, and 23 responses were received. Based on the MSRC's previous direction, staff has been working to forge partnerships to leverage the MSRC's investment. Discussions to date have been very encouraging, but more time is needed to formalize partnerships. Meanwhile, the U.S. Department of Transportation has released a Notice of Funding Opportunity for charging and fueling infrastructure (CFI). This represents a potential opportunity to expand regional zero-emission infrastructure. The MSRC consensus was for staff to continue exploring participation in a statewide CFI

response, with the understanding that the MSRC could be asked to approve a funding request at a future meeting.

Contract Modification Requests

The MSRC considered eight contract modification requests and took the following actions:

1. Premium Transportation Services, Inc. dba Total Transportation Services (TTSI), Contract #MS21015 to deploy 15 near zero-emission trucks, approval of modified scope and eight-month no-cost term extension;
2. City of Laguna Woods, Contract #ML18094 to install two level II EV chargers, approval of twenty-two month no-cost term extension;
3. City of Gardena, Contract #MS18027 to install limited-access CNG station modify maintenance facility and train technicians, approval of one-year term no-cost extension;
4. Southern California Association of Governments, Contract #MS18015 for Future Communities Partnership Program, approval of six-month term extension, contingent on this being the final extension;
5. San Bernardino County Transportation Authority, Contract #MS14072 to implement various signal synchronization projects, approval of reduced scope and value contingent on delivery of traffic signal interconnect system which is operational for the entire project area;
6. Riverside County Transportation Commission, Contract #MS18024 to implement vanpool incentive program, approval of modifications to statement of work and one-year term extension;
7. City of Yucaipa, Contract #ML18129 to install EV charging infrastructure, approval to change station locations and eighteen-month term extension, contingent on proof of co-funding by October 31, 2023 and this being the final extension; and
8. City of Wildomar, Contract #ML18137 to install class II bicycle lane improvements, approval to authorize issuance of new 12-month contract with a reduced scope and value from the original contract, contingent on there being no extensions permitted on the new contract.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2010/11 to the present.

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro D. Alexander D. Robertson L. Michael R. Marquez R. Denison L. Becerra C. Hagman G. Reyes	G. Reyes	D. Alexander D. Robertson R. Denison	F. Navarro L. Michael R. Marquez L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Acquanetta Warren Sylvia Robles Helen Tran	Cynthia Moran Paul Courtney Art Bishop	John Dutrey

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/24
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/23 12/31/24
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Deborah Robertson, Rialto Art Bishop, Apple Valley	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/24 12/31/24 12/31/24
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 12:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/24 12/31/24
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/24 12/31/24

Communication: Appointments to External Agencies (Committee Membership)

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/26
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/24
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Deborah Robertson, Rialto	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/24

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Past President) <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Rhodes "Dusty" Rigsby, Loma Linda Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley (Vice Chair/President/MDC Chair) Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor (Chair/Vice President/MVSS Chair) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 Indeterminate (6/30/2023) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) Rick Denison, Yucca Valley (Vice Chair) Eunice Ulloa, Chino Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Robles, Grand Terrace Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	Indeterminate (6/30/2023) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Art Bishop, Town of Apple Valley (President) Dawn Rowe, Supervisor (Vice President) Curt Hagman, Supervisor (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2024 12/31/2024 12/31/2024 12/31/2024

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) Paul Cook, Supervisor (Vice Chair)	6/30/2023 6/30/2023

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2025 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) Gerry Newcombe (B) Vacant (C) Vacant (D) Patrick Morris (E) Art Bishop, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/24 12/31/24 3/1/25</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Emerging Technology Ad Hoc Committee</p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2023.</p>	<p>Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2023.	Eunice Ulloa, Chino Deborah Robertson, Rialto Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Debra Jones, Victorville Rick Denison, Yucca Valley Curt Hagman, Supervisor
Transportation Investment Plan Ad Hoc Committee On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Sylvia Robles, Grand Terrace Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).

<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>
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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