

AGENDA
Board of Directors Meeting
October 4, 2023
10:00 a.m.

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 LOCATION:

Needles City Hall
817 Third Street
Needles, CA 92363

Board of Directors

President

Dawn Rowe, Supervisor
County of San Bernardino

Vice-President

Ray Marquez, Council Member
City of Chino Hills

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Carmen Hernandez, Council Member
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Sylvia Rodriguez-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
October 4, 2023
10:00 a.m.**

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

**Needles City Hall
817 Third Street
Needles, CA 92363**

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 Dawn Rowe)

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

Pg. 12

Public Comment

Opportunity for members of the public to speak on any subject within the Board's jurisdiction.

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. 13

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.

INFORMATIONAL ITEMS

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

- 2. Budget to Actual Report for Fourth Quarter Ending June 30, 2023** Pg. 15
Receive and file Budget to Actual Report for the fourth quarter ending June 30, 2023.
Presenter: Hilda Flores
This item was received by the General Policy Committee on September 13, 2023.
- 3. Transit and Rail Programs Contract Change Orders to On-Going Contracts** Pg. 26
Receive and file Change Order Report.
Presenter: Victor Lopez
This item was received by the Transit Committee on September 14, 2023.
- 4. Project Delivery Contract Change Orders to On-Going Contracts** Pg. 28
Receive and file Change Order Report.
Presenter: Kristi Harris
This item was received by the Board of Directors Metro Valley Study Session on September 14, 2023.

CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. 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. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. 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

- 5. August 2023 Procurement Report** Pg. 35
Receive the August 2023 Procurement Report.
Presenter: Shaneka Morris
This item was reviewed by the General Policy Committee on September 13, 2023. The contract description for Orange County Transportation Authority (OCTA), on Attachment A, was updated to reflect that OCTA did not receive an increase but was listed for informational purposes only.
- 6. Fiscal Year 2023/2024 Budget Action Plan - First Quarter Report** Pg. 42
Receive the Fiscal Year 2023/2024 Budget Action Plan – First Quarter Report.
Presenter: Raymond Wolfe
This item was received by the General Policy Committee on September 13, 2023. The milestone for the Regional Conservation Investment Strategy Action Plan (in section 8B of the attachment) was updated from Quarter 4 to Quarter 2 to be consistent with the grant deadline after the reporting to the General Policy Committee.

Consent - Project Delivery

- 7. Interstate 15 Corridor Freight and Express Lanes Construction and Maintenance Agreement for Mission Boulevard Overhead Crossing with Union Pacific Railroad and California Department of Transportation** Pg. 54

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

Authorize the Executive Director, or his designee, to execute Agreement No. 23-1002940 between Union Pacific Railroad, California Department of Transportation, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 15 Corridor Freight and Express Lanes Project at the Mission Boulevard Overhead in the amount of \$153,000, subject to approval as to form by SBCTA General Counsel, or her designee.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 14, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement. The agreement recitals and the date of the cost estimate in clause seven were updated, and “fire damage and homeless removal” was removed from clause 11 of the agreement, after approval at the September 14, 2023 Board of Directors Metro Valley Study Session.

- 8. Interstate 10 Corridor Freight and Express Lanes - Contract 2 Release Request for Proposals for Construction Management Services** Pg. 139

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

Authorize the release of Request for Proposals No. 23-1002960 for Construction Management Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2.

Presenter: Khalid Bazmi

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session (MVSS) on September 14, 2023. Corrections to the item, in bold font, after reviewed and approved at MVSS. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Consent - Regional/Subregional Planning

- 9. 2023 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards** Pg. 180

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of \$5,760,000 as identified in Attachment A to this item.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 13, 2023. The result of the award was emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

Consent - Transit

10. Master License Agreement No. 23-1002930 - City of Redlands Pg. 184

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

Approve Master License Agreement No. 23-1002930 and a Specific License Exhibit with the City of Redlands for the installation of a municipal water line from University Street to Judson Street. **Presenter: Ryan Aschenbrenner**

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

11. 2023 Award of Transportation Development Act Article 3 Funds for Transit Stop Access Improvement Projects Pg. 243

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

Award Transportation Development Act Article 3 funds for Transit Stop Access Improvement projects in the amount of \$1,440,000 as identified in Attachment A to this item. **Presenter: Nancy Strickert**

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023. Two corrections to the item were made after it was reviewed and approved by the Transit Committee. There are 122 total projects, and 94 projects recommended for award.

12. Amendment No. 7 to Contract No. 17-1001587 for the Redlands Passenger Rail Project Pg. 249

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

Approve Amendment No. 7 to Contract No. 17-1001587 with the Southern California Regional Rail Authority to extend the term by one year, for a revised expiration date of December 31, 2024, with a no-net increase to the total contract amount.

Presenter: Rebekah Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

13. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Arrow Service - Continuing Appropriations Pg. 255

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

Approve a continuing appropriations to the Southern California Regional Rail Authority for Fiscal Year 2023/2024 in the amount of \$4,078,051 for Arrow Service Operations, to be funded with available surplus funds carried over from Fiscal Year 2022/2023.

Presenter: Rebekah Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023.

Consent - Legislative/Public Outreach

14. State Legislative Update Pg. 257

Receive and file the September 2023 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on September 13, 2023.

15. Federal Legislative Update

Pg. 276

Receive and file the September 2023 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on September 13, 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 - Transit

16. Southern California Regional Rail Authority Increase in Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink Operations Pg. 278

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

A. Approve an increase in the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2023/2024 Metrolink Operations in the amount of \$402,458, for a total operating assistance allocation of \$29,157,187, to be off-set by \$137,577 deduction in SBCTA's share of overall operating costs due to added service on the Antelope Valley Line, for a total net increase of \$264,881 to be paid using available surplus funds carried over from FY 2022/2023, upon completion of SCRRA's year-end financial audit.

B. Approve the use of up to \$264,881 in Valley Local Transportation Funds (LTF) to fund the increase in operations as an alternative funding source to fulfill SBCTA's share in the event the amount of available surplus funds is not adequate, as determined by SCRRA's year-end audit.

Presenter: Victor Lopez

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

17. Stadler Contract Change Order for ZEMU Testing at the Transportation Technology Center Pg. 288

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

A. Authorize staff to process a Contract Change Order (CCO) to Stadler US, Inc., Contract No. 20-1002310 in the amount not-to-exceed \$2,543,227.12 to perform vehicle qualification testing at the Transportation Testing Center in Pueblo, Colorado.

B. Approve a budget amendment to Fiscal Year 2023/2024 Budget, Task No. 0315 Transit Capital, by increasing Transit and Intercity Rail Capital Program (TIRCP) funds \$10,683,227 and by decreasing State Transit Assistance Population (STA-Pop) funds \$8,140,000, for a total net increase of \$2,543,227.12

Presenter: Joy Buenaflor

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

Discussion - Council of Governments

18. Homeless Programs Presentation - County of San Bernardino

Pg. 292

Receive a presentation from the County of San Bernardino on homeless outreach efforts and programs.

Presenter: Monique Reza-Arellano

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

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 294

Acronym List

Pg. 296

Agency Reports

Mobile Source Air Pollution Review Committee Agency Report

Pg. 299

Committee Membership

Representatives on SCAG Committees

Pg. 301

Appointments to External Agencies

Pg. 302

Committee Membership

Pg. 304

Mission Statement

Mission Statement

Pg. 310

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 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 President 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 in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying 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 President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The 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. Information provided as public testimony is not read into the record by the Clerk.

Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. 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 – An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See, “Public Testimony on an Item,” above.

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 President 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 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



Important Dates to Remember...

October 2023

SBCTA Meetings - Cancelled: General Policy Committee
Legislative Policy Committee
I-10/I-15 Corridor Joint Sub-Committee

SBCTA Meetings – Scheduled:

General Policy Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Legislative Policy Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Transit Committee	Oct 12	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Oct 12	Immediately following TC	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Oct 20	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

West Valley Connector Project Groundbreaking Event	Oct 12	1:00 pm	Ontario, CA
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SBCTA Offices will be CLOSED:

- **October 9th, Columbus Day**

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

Minute Action

AGENDA ITEM: 1

Date: *October 4, 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
7	23-1002940	Union Pacific Railroad <i>Kenneth Tom</i>	Benesch
	23-1002940	California Department of Transportation	None
9	N/A	City of Rancho Cucamonga	None
	N/A	City of Fontana	None
	N/A	City of Big Bear Lake	None
	N/A	City of Victorville	None
	N/A	City of Colton	None
	N/A	City of Rialto	None
	N/A	City of Highland	None
	N/A	City of Redlands	None
	N/A	City of Twentynine Palms	None
	N/A	Town of Apple Valley	None
10	23-1002930	City of Redlands	None
11	N/A	Omnitrans	None
	N/A	Victor Valley Transit Authority	None
	N/A	City of Adelanto	None

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

Board of Directors Agenda Item

October 4, 2023

Page 2

Item No.	Contract No.	Principals & Agents	Subcontractors
11 cont.	N/A	City of Fontana	None
	N/A	City of Loma Linda	None
	N/A	City of Ontario	None
	N/A	City of San Bernardino	None
	N/A	San Bernardino County	None
12	17-1001587-07	Southern California Regional Rail Authority	None
13	N/A	Southern California Regional Rail Authority	None
16	N/A	Southern California Regional Rail Authority	None
17	20-1002310	Stadler US, Inc. <i>Martin Ritter</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: October 4, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: *October 4, 2023*

Subject:

Budget to Actual Report for Fourth Quarter Ending June 30, 2023

Recommendation:

Receive and file Budget to Actual Report for the fourth quarter ending June 30, 2023.

Background:

The Fiscal Year 2022/2023 Budget for new activity was adopted by the Board of Directors on June 1, 2022. Budgetary information includes the original and revised budgets and expenditures as of June 30, 2023.

The report is broken down by Fund group and provides a percentage of the budget received or expended through June 30, 2023.

The following are explanations for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenues resulted 3% higher than budgeted. Sales tax revenue received in July and August are accrued in Fiscal Year 2022/2023 since collections pertain to May and June.
2. Charges for services revenue result mostly from right-of-way activity in the transit department.
3. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures or program activities.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund. These also include transfers within the General Fund to fund the Indirect Cost Fund.
2. Operating transfers out are from cash transfers within the General Fund to fund the Indirect Cost Fund.

Federal Highway Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis.

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

Board of Directors Agenda Item

October 4, 2023

Page 2

2. Investment earnings are normally not budgeted, and interest is distributed to the appropriate funds at year-end based on ending cash balances.
3. Miscellaneous Revenues are for in-kind contributions from BNSF Railway for the Mount Vernon Viaduct Project.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers out represent cash transferred to the Capital Projects Fund in relation to the in-kind contributions for the Mount Vernon Viaduct Project.

Federal Transit Administration Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

State Highway Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B Funds is when expenditures are incurred since the funds are received in advance.
2. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in represent cash transferred from the Measure I fund in relation to Redlands Passenger Rail Project for Operations and Maintenance.

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue resulted 1.5% higher than budgeted. Sales tax revenue received in July and August are accrued in Fiscal Year 2022/2023 since collections pertain to May and June.
2. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Funds are encumbered to ensure they are available to pay for the allocations approved by the Board. The encumbrances are removed at year-end and carried over to the new fiscal year.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund administrative, planning and transit activities, and transit projects. These transfers are based on a reimbursement basis.

State Transit Assistance Fund (STAF)

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
2. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Funds are encumbered to ensure they are available to pay for the allocations approved by the Board. The encumbrances are removed at year-end and carried over to the new fiscal year.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund transit activities which are based on a reimbursement basis.

Senate Bill 1

A. Revenues:

1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures ended low due to the timing of capital expenditures, which can take several years.

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Gain (Loss) on sale of property is related to the Interstate 10 (I-10) Tippecanoe Avenue Interchange.

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenues resulted 3% higher than budgeted. Sales tax revenue received in July and August are accrued in Fiscal Year 2022/2023 since collections pertain to May and June.
2. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Transit and Fund Administration program are encumbered to ensure they are available to pay for the allocations approved by the Board. The encumbrances are removed at year-end and carried over to the new fiscal year.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Enterprise Fund for draws on the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan.
2. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund, Debt Service Fund, Capital Projects Fund, and Proposition 1B Fund to cover debt service expenditures, to be consistent with the funding breakdown for I-10 Cedar Avenue Interchange and the West Valley Connector Project(s) and for the Redlands Passenger Rail Project for Operations and Maintenance.

Debt Service Fund

A. Revenues:

1. Investment earnings are normally not budgeted, and interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures represent payment for debt service.

C. Other Financing Sources:

1. Transfers in represent cash transfer from the Measure I to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most projects are funded on a reimbursement basis.
2. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.
3. Miscellaneous Revenues are mainly contributions from non-government entities for construction projects per various agreements.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Gain on sale of property is related to the I-10 Tippecanoe Avenue Interchange.
2. Operating transfers in represent cash transferred from the Federal Highway Fund in relation to the in-kind contributions for the Mount Vernon Viaduct Project.
3. Operating transfers out represent cash transfers recorded within the fund for the ride share program, I-10 Cedar Avenue Interchange, and the West Valley Connector Project(s) to be consistent with the funding breakdown.

Non-major Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for collections of revenues fluctuates as most of the state grants are on a reimbursement basis.
2. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in were recorded for Service Authority for Freeway Emergencies (SAFE)-Vehicle Registration Fees to be consistent with the funding breakdown.
2. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and SAFE-Vehicle Registration Fees to be consistent with the funding breakdown.

Council of Governments Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as this program is mostly funded on a reimbursement basis.
2. Investment earnings are distributed to the appropriate funds at year-end based on ending cash balances.

Board of Directors Agenda Item

October 4, 2023

Page 6

B. Expenditures:

1. Expenditures ended low mainly due to the timing of program activities.

C. Other Financing Sources:

1. Operating transfers in were recorded between Council of Governments funds.
2. Operating transfers out were recorded between Council of Governments funds as well as to the General Fund to fund the Indirect Cost Fund.

Financial Impact:

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the General Policy Committee on September 13, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Fiscal Year 2022-2023
Fourth Quarter Budget to Actual Report
June 30, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,500,000	-	2,500,000	2,574,700	-	74,700	
Charges for Services	244,775	-	244,775	2,273,681	-	2,028,906	
Investment Earnings	55,200	-	55,200	10,519,207	-	10,464,007	
Miscellaneous	225	-	225	850	-	625	
Total Revenues	2,800,200	-	2,800,200	15,368,438	-	12,568,238	
Expenditures							
General Government	12,689,941	610,892	13,300,833	10,620,691	-	2,680,142	20.15%
Environment and Energy Conservation	24,864	10,100	34,964	13,430	-	21,534	61.59%
Regional & Subregional Planning	1,465,618	-	1,465,618	718,757	-	746,861	50.96%
Transit	34,701,307	(3,476,000)	31,225,307	22,304,556	-	8,920,751	28.57%
Project Delivery	61,414	(35,600)	25,814	-	-	25,814	100.00%
Fund Administration	511,662	67,000	578,662	519,938	-	58,724	10.15%
Total Expenditures	49,454,806	(2,823,608)	46,631,198	34,177,372	-	12,453,826	26.71%
Other Financing Sources							
Transfers in	51,221,063	-	51,221,063	27,852,946	-	(23,368,117)	45.62%
Transfers out	(3,908,122)	(1,868)	(3,909,990)	(3,909,989)	-	1	0.00%
Total Other Financing Sources	47,312,941	(1,868)	47,311,073	23,942,957	-	23,368,116	
Revenues Over (Under) Expenditures	658,335	2,821,740	3,480,075	5,134,023	-	23,482,528	
Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.							
FEDERAL HIGHWAY FUND							
Revenues							
Intergovernmental	113,465,220	-	113,465,220	36,628,322	-	(76,836,898)	
Investment Earnings	-	-	-	58,643	-	58,643	
Miscellaneous	15,000,000	-	15,000,000	735,078	-	(14,264,922)	
Total Revenues	128,465,220	-	128,465,220	37,422,043	-	(91,043,177)	
Expenditures							
Transit	1,064,740	500,000	1,564,740	1,474,613	-	90,127	5.76%
Project Delivery	127,400,480	(22,500,000)	104,900,480	48,120,044	-	56,780,436	54.13%
Total Expenditures	128,465,220	(22,000,000)	106,465,220	49,594,657	-	56,870,563	53.42%
Other Financing Sources							
Transfers out	-	(21,500,000)	(21,500,000)	(21,459,417)	-	40,583	-0.19%
Total Other Financing Sources	-	(21,500,000)	(21,500,000)	(21,459,417)	-	40,583	-0.19%
Revenues Over (Under) Expenditures	-	500,000	500,000	(33,632,031)	-	(147,873,157)	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	10,011,000	50,582,155	60,593,155	344,225	-	(60,248,930)	
Total Revenues	10,011,000	50,582,155	60,593,155	344,225	-	(60,248,930)	
Expenditures							
Transit	10,011,000	41,582,155	51,593,155	25,810,829	-	25,782,326	49.97%
Total Expenditures	10,011,000	41,582,155	51,593,155	25,810,829	-	25,782,326	49.97%
Revenues Over (Under) Expenditures	-	9,000,000	9,000,000	(25,466,604)	-	(86,031,256)	

Attachment: Budget to Actual 4rd Qtr 2023 Update (9986 : Budget to Actual Report - 4th Qtr 2022/2023)

Fiscal Year 2022-2023
Fourth Quarter Budget to Actual Report
June 30, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
STATE HIGHWAY FUND							
Revenues							
Intergovernmental	104,310,107	-	104,310,107	60,903,770	-	(43,406,337)	
Total Revenues	104,310,107	-	104,310,107	60,903,770	-	(43,406,337)	
Expenditures							
General Government	12,462	(12,217)	245	244	-	1	0.41%
Regional & Subregional Planning	211,242	46,939	258,181	258,181	-	-	0.00%
Transit	22,100,600	(1,000,000)	21,100,600	5,043,315	-	16,057,285	76.10%
Project Delivery	81,141,507	1,000,000	82,141,507	59,029,734	-	23,111,773	28.14%
Fund Administration	844,296	(34,719)	809,577	809,576	-	1	0.00%
Total Expenditures	104,310,107	3	104,310,110	65,141,050	-	39,169,060	37.55%
Revenues Over (Under) Expenditures	-	(3)	(3)	(4,237,280)	-	(82,575,397)	
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	14,733,541	-	14,733,541	2,922,737	-	(11,810,804)	
Investment Earnings	1,898,025	-	1,898,025	14,642	-	(1,883,383)	
Total Revenues	31,365,107	-	31,365,107	5,860,116	-	(25,504,991)	
Expenditures							
Transit	10,094,214	(2,882,558)	7,211,656	7,211,656	-	0	0.00%
Project Delivery	6,462,352	-	6,462,352	2,922,737	-	3,539,615	54.77%
Total Expenditures	16,556,566	(2,882,558)	13,674,008	10,134,393	-	3,539,615	25.89%
Other Financing Sources							
Transfers in	-	1,805,948	1,805,948	1,805,948	-	-	0.00%
Total Other Financing Sources	-	1,805,948	1,805,948	1,805,948	-	-	0.00%
Revenues Over (Under) Expenditures	14,808,541	4,688,506	19,497,047	(2,468,329)	-	(29,044,606)	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	133,685,831	-	133,685,831	135,701,415	-	2,015,584	
Investment Earnings	2,000,000	-	2,000,000	10,985,074	-	8,985,074	
Total Revenues	135,685,831	-	135,685,831	146,686,489	-	11,000,658	
Expenditures							
Transit	113,186,500	-	113,186,500	84,761,131	-	28,425,369	25.11%
Total Expenditures	113,186,500	-	113,186,500	84,761,131	-	28,425,369	25.11%
Other Financing Sources							
Transfers out	(23,314,726)	-	(23,314,726)	3,011,687	-	26,326,413	-112.92%
Total Other Financing Sources	(23,314,726)	-	(23,314,726)	3,011,687	-	26,326,413	-112.92%
Revenues Over (Under) Expenditures	(815,395)	-	(815,395)	64,937,045	-	8,901,702	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	28,640,408	-	28,640,408	29,166,205	-	525,797	
Investment Earnings	1,050,000	-	1,050,000	4,469,966	-	3,419,966	
Total Revenues	29,690,408	-	29,690,408	33,636,171	-	3,945,763	
Expenditures							
Transit	26,234,448	-	26,234,448	1,281,561	-	24,952,887	95.11%
Total Expenditures	26,234,448	-	26,234,448	1,281,561	-	24,952,887	95.11%
Other Financing Sources							
Transfers out	(17,381,710)	-	(17,381,710)	(2,155,497)	-	15,226,213	-87.60%
Total Other Financing Sources	(17,381,710)	-	(17,381,710)	(2,155,497)	-	(15,226,213)	87.60%
Revenues Over (Under) Expenditures	(13,925,750)	-	(13,925,750)	30,199,113	-	(36,233,337)	

Note: Intergovernmental revenue (from State Transit Assistance) is net of the amount allocated to SBCTA and accounted for in the General Fund.

Attachment: Budget to Actual 4rd Qtr 2023 Update (9986 : Budget to Actual Report - 4th Qtr 2022/2023)

Fiscal Year 2022-2023
Fourth Quarter Budget to Actual Report
June 30, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
SENATE BILL 1 Fund							
Revenues							
Intergovernmental	56,830,002	-	56,830,002	10,691,192	-	(46,138,810)	
Total Revenues	56,830,002	-	56,830,002	10,691,192	-	(46,138,810)	
Expenditures							
Commuter and Motorist Assistance	2,211,530	-	2,211,530	1,441,908	-	769,622	65.20%
Regional & Subregional Planning Program	432,000	-	432,000	355,928	-	76,072	82.39%
Transit	16,250,000	(1,000,000)	15,250,000	-	-	15,250,000	0.00%
Major Project Delivery	36,241,981	-	36,241,981	9,059,851	-	27,182,130	25.00%
Total Expenditures	55,135,511	(1,000,000)	54,135,511	10,857,687	-	43,277,824	79.94%
Revenues Over (Under) Expenditures	1,694,491	1,000,000	2,694,491	(166,495)	-	(89,416,634)	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	42,000	-	42,000	48,021	-	6,021	
Total Revenues	42,000	-	42,000	48,021	-	6,021	
Expenditures							
Project Delivery	1,808,481	-	1,808,481	1,039,612	-	768,869	42.51%
Total Expenditures	1,808,481	-	1,808,481	1,039,612	-	768,869	42.51%
Other Financing Sources							
Gain (loss) from Sale of Assets	-	-	-	35	-	35	0.00%
Total Other Financing Sources	-	-	-	35	-	(35)	0.00%
Revenues Over (Under) Expenditures	(1,766,481)	-	(1,766,481)	(991,556)	-	(762,883)	
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	247,500,000	-	247,500,000	254,895,282	-	7,395,282	
Investment Earnings	3,743,000	-	3,743,000	5,225,004	-	1,482,004	
Total Revenues	251,243,000	-	251,243,000	260,120,286	-	8,877,286	
Expenditures							
General Government	1,145,662	(52,900)	1,092,762	867,157	-	225,605	20.65%
Environment and Energy Conservation	280,232	(10,100)	270,132	34,048	-	236,084	87.40%
Commuter and Motorist Assistance	996,821	(70,000)	926,821	183,259	-	743,562	80.23%
Regional & Subregional Planning	1,407,228	65,000	1,472,228	1,020,998	-	451,230	30.65%
Transit	39,153,104	25,117,356	64,270,460	55,822,059	-	8,448,401	13.15%
Project Delivery	294,314,453	(109,451)	294,205,002	182,684,939	-	111,520,063	37.91%
Fund Administration	145,038,276	(16,282)	145,021,994	98,659,428	-	46,362,566	31.97%
Total Expenditures	482,335,776	24,923,623	507,259,399	339,271,888	-	167,987,511	33.12%
Other Financing Sources							
Transfers in	125,394,175	70	125,394,245	115,232,322	-	10,161,923	8.10%
Transfers out	(19,013,335)	(1,967,281)	(20,980,616)	(20,965,542)	-	15,074	-0.07%
Total Other Financing Sources	106,380,840	(1,967,211)	104,413,629	94,266,780	-	10,176,997	9.75%
Revenues Over (Under) Expenditures	(124,711,936)	(26,890,834)	(151,602,770)	15,115,178	-	(148,933,228)	

Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.

Attachment: Budget to Actual 4rd Qtr 2023 Update (9986 : Budget to Actual Report - 4th Qtr 2022/2023)

Fiscal Year 2022-2023
Fourth Quarter Budget to Actual Report
June 30, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	125,004	-	125,004	
Total Revenues	-	-	-	125,004	-	125,004	
Expenditures							
Debt Service	13,266,915	-	13,266,915	13,256,163	-	10,752	0.08%
Total Expenditures	13,266,915	-	13,266,915	13,256,163	-	10,752	0.08%
Other Financing Sources							
Operating Transfers In	13,266,915	-	13,266,915	13,256,163	-	10,752	0.08%
Total Other Financing Sources	13,266,915	-	13,266,915	13,256,163	-	10,752	0.08%
Revenues Over (Under) Expenditures	-	-	-	125,004	-	125,004	
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	90,671,461	(50,582,155)	40,089,306	41,365,379	-	1,276,073	
Investment Earnings	2,074,240	-	2,074,240	431,282	-	(1,642,958)	
Miscellaneous	7,861,675	-	7,861,675	174,953	-	(7,686,722)	
Total Revenues	100,607,376	(50,582,155)	50,025,221	41,971,614	-	(8,053,607)	
Expenditures							
Environment and Energy Conservation	659,500	-	659,500	84,148	-	575,352	87.24%
Commuter and Motorist Assistance	501,340	-	501,340	368,748	-	132,592	26.45%
Regional & Subregional Planning	251,255	-	251,255	47,358	-	203,897	81.15%
Transit	57,562,643	(53,286,350)	4,276,293	3,904,096	-	372,197	8.70%
Project Delivery	39,150,996	21,347,987	60,498,983	18,998,982	-	41,500,001	68.60%
Fund Administration	1,229,700	-	1,229,700	-	-	1,229,700	100.00%
Debt Service	-	75,730	75,730	-	-	75,730	100.00%
Total Expenditures	99,355,434	(31,862,633)	67,492,801	23,403,332	-	44,089,469	65.32%
Other Financing Sources							
Gain (loss) from Sale of Assets	-	-	-	132	-	(132)	0.00%
Operating Transfers in	-	21,657,239	21,657,239	21,616,652	-	40,587	0.00%
Operating Transfers out	-	(81,519)	(81,519)	(81,518)	-	1	0.00%
Total Other Financing Sources	-	21,575,720	21,575,720	-	-	40,456	0.00%
Revenues Over (Under) Expenditures	1,251,942	2,856,198	4,108,140	18,568,282	-	(52,102,620)	
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	11,243,851	-	11,243,851	4,694,929	-	(6,548,922)	
Investment Earnings	44,800	-	44,800	99,087	-	54,287	
Miscellaneous	45,000	-	45,000	-	-	(45,000)	
Total Revenues	11,333,651	-	11,333,651	4,794,016	-	(6,539,635)	
Expenditures							
General Government	87,540	28,120	115,660	74,416	-	41,244	35.66%
Commuter and Motorist Assistance	3,849,541	70,000	3,919,541	3,084,958	-	834,583	21.29%
Regional & Subregional Planning	440,479	-	440,479	85,300	-	355,179	80.63%
Transit	4,262,000	(2,200,000)	2,062,000	53,221	-	2,008,779	97.42%
Total Expenditures	8,639,560	(2,101,880)	6,537,680	3,297,895	-	3,239,785	49.56%
Other Financing Sources							
Transfers in	-	7,376	7,376	7,375	-	1	0.01%
Transfers out	(315,314)	(7,376)	(322,690)	(322,689)	-	1	0.00%
Total Other Financing Sources	(315,314)	-	(315,314)	(315,314)	-	2	0.00%
Revenues Over (Under) Expenditures	2,378,777	2,101,880	4,480,657	1,180,807	-	(9,779,418)	

Attachment: Budget to Actual 4rd Qtr 2023 Update (9986 : Budget to Actual Report - 4th Qtr 2022/2023)

Fiscal Year 2022-2023
Fourth Quarter Budget to Actual Report
June 30, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	2,214,477	-	2,214,477	440,516	-	(1,773,961)	
Special Assessments	331,276	-	331,276	331,276	-	-	
Investment Earnings	9,500	-	9,500	15,414	-	5,914	
Miscellaneous	225,000	-	225,000	78,464	-	(146,536)	
Total Revenues	2,780,253	-	2,780,253	865,670	-	(1,914,583)	
Expenditures							
General Government	869,806	(196,399)	673,407	219,465	-	453,942	67.41%
Environment and Energy Conservation	1,139,753	(924,020)	215,733	72,810	-	142,923	66.25%
Regional & Subregional Planning	1,021,632	-	1,021,632	438,400	-	583,232	57.09%
Council of Governments	-	554,020	554,020	115,551	-	438,469	79.14%
Total Expenditures	3,031,191	(566,399)	2,464,792	846,226	-	1,618,566	65.67%
Other Financing Sources							
Transfers in	130,614	-	130,614	121,249	-	9,365	7.17%
Transfers out	(685,385)	-	(685,385)	(676,020)	-	9,365	-1.37%
Total Other Financing Sources	(554,771)	-	(554,771)	(554,771)	-	18,730	-3.38%
Revenues Over (Under) Expenditures	(805,709)	566,399	(239,310)	(535,327)	-	(3,514,419)	

Attachment: Budget to Actual 4rd Qtr 2023 Update (9986 : Budget to Actual Report - 4th Qtr 2022/2023)

Minute Action

AGENDA ITEM: 3

Date: *October 4, 2023*

Subject:

Transit and Rail Programs Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority has two ongoing construction contracts and two vehicle procurement contracts related to the Transit and Rail Program. The following Contract 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 Contract has had no CCOs executed since the last report.
- C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had 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 2023/2024 Budget.

Reviewed By:

This item was received by the Transit Committee on September 14, 2023.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts Executed Change Orders		
Number	Description	Amount
RPRP - Vehicle Procurement Stadler (16-1001531)		
	CCO Total	\$1,232,746.83
	Approved Contingency	\$2,070,508.00
	Remaining Contingency	\$837,761.17
RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
	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)		
	CCO Total	\$6,131,139.71
	Approved Contingency	\$6,638,400.00
	Remaining Contingency	\$507,260.29
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

Minute Action

AGENDA ITEM: 4

Date: *October 4, 2023*

Subject:

Project Delivery Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 15 on-going construction contracts, of which six have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on August 10, 2023. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for Archibald Avenue Improvements Project at State Route (SR) 60: There are no newly executed CCOs since last report.

B. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project:

- 1) CCO 75: Drainage system 79 revisions at Plunge Creek. (-\$148,785.01)
- 2) CCO 76: Bid item quantity adjustments. (\$186,952.30)\
- 3) CCO 76.1: Bid item quantity adjustments. (\$373,908.10)
- 4) CCO 87.1: Guard rail differing site resolution. (\$111,757.10)
- 5) CCO 94.1: Add modular joint seal cover plates. (\$8,613.02)

C. Contract No. 19-1002196 with Security Paving Company, Inc., for Central Avenue Improvements Project at SR 60: There are no newly executed CCOs since last report.

D. Contract No. 17-1001678 with Griffith Company, for Interstate 215 (I-215) Segment 1 and 3 Landscape Replacement Project: There are no newly executed CCOs since last report.

E. Contract No. 17-1001614 with Diversified Landscape Company, for I-215 Segment 2 Landscape Replacement Project: There are no newly executed CCOs since last report.

F. Contract No. 19-1002026 with Diversified Landscape Company, for the I-215 Segments 1, 2 and 3 Establish Existing Planting (EEP) Project: There are no newly executed CCOs since last report.

G. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for Interstate 10 (I-10) Corridor Contract 1 Design Build Contract:

- 1) CCO 78.1: Additional work required to meet new California Department of Transportation (Caltrans) standards. (\$1,309,205)

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 4, 2023

Page 2

- 2) CCO 83.1: Additional work required to mitigate schedule impacts to the project. (\$132,012)
- 3) CCO 108: Add grate at drainage outlet. (\$11,300)
- 4) CCO 109: Resolution of a Relevant Action Event and addition of slab replacement per Caltrans direction. (\$5,299,700)
- 5) CCO 110: Additional work required per agreement with property owner to resolve construction impacts. (\$2,393)
- 6) CCO 111: Additional work required to secure Monte Vista Water District facility and provide access. (\$4,725)
- 7) CCO 112: Additional work required to dispose treated wood waste. (\$7,384)
- 8) CCO 113: Additional work required per Metropolitan Water District guidelines. (\$71,356)
- 9) CCO 114: Additional work required per Caltrans direction. (\$146,307)

H. Contract 18-1001967 with C.A. Rasmussen, Inc., for US 395 Phase I Widening Project: There are no newly executed CCOs since last report.

I. Contract 16-1001461 with Pulice Construction, Inc., for Monte Vista Avenue Grade Separation Project: There are no newly executed CCOs since last report.

J. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for Mount Vernon Avenue Viaduct Project Design Build: There are no newly executed CCOs since last report.

K. Contract No. 20-1002290 with SEMA Construction, Inc., for I-10 University Street Interchange Improvements Project: There are no newly executed CCOs since last report.

L. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for I-10 Alabama Street Improvement Project:

- 1) CCO 9.1: Revised irrigation to add water meter connections. (\$120,000)

M. Contract No. 22-1002784 with Security Paving Company, Inc., for I-10 Cedar Avenue Improvement Project:

- 1) CCO 10: Cap the mainline irrigation line at four locations. (\$25,753.43)
- 2) CCO 12: Increase diameter of soil nails from four inch to six inch. (\$315,739.30)
- 3) CCO 14: Drainage system eight revisions. (\$35,142.74)
- 4) CCO 16: Removal and disposal of buried man-made objects encountered during excavation. (\$30,000)

Board of Directors Agenda Item

October 4, 2023

Page 3

N. Contract 19-1002073 with Mariposa Landscapes, Inc., for SR 210 Pepper Avenue Establish Existing Planting Project:

- 1) CCO 2: Install kangaroo rat fencing at the Pepper Avenue eastbound exit ramp. (\$5,086)

O. Contract No. 22-1002780 with Skanska USA Civil West California District Inc., for North 1st Avenue Bridge Over BNSF Project:

- 1) CCO 11: Soil nail revisions. (\$322,300)

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 SR 210 Lane Addition, Sub-Task No. 0895 I-10 Alabama Street Improvement Project, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0811 North 1st Avenue Bridge Over BNSF Project, Sub-Task No. 0883 SR 210 Pepper Avenue Establish Existing Planting (EEP), and Sub-Task No. 0897 I-10 Cedar Avenue Improvement Project.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on September 14, 2023.

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Archibald Avenue Improvements Project at SR 60 (19-1002181)		
	CCO Total	\$1,723,232.91
	Approved Contingency	\$2,122,333.00
	Remaining Contingency	\$399,100.09
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
75	Drainage system 79 revisions at Plunge Creek.	(\$148,785.01)
76	Bid item quantity adjustments.	\$186,952.30
76.1	Bid item quantity adjustments.	\$373,908.10
87.1	Guard rail differing site resolution.	\$111,757.10
94.1	Add modular joint seal cover plates.	\$8,613.02
	CCO Total	\$27,253,696.82
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$7,674,093.25
Central Avenue Improvements Project at SR 60 (19-1002196)		
	CCO Total	\$689,953.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$2,222,085.09
I-215 Segments 1 & 3 Landscape Replacement Project (17-1001678)		
	CCO Total	\$422,073.52
	Approved Contingency	\$812,748.38
	Remaining Contingency	\$390,674.86
I-215 Segment 2 Landscape Replacement Project (17-1001614)		
	CCO Total	\$362,649.23
	Approved Contingency	\$502,203.56
	Remaining Contingency	\$139,554.33
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
	CCO Total	\$20,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,431,300.00

Attachment: MVSS CCO Log Project Delivery Projects (9953 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
78.1	Additional work required to meet new Caltrans standards.	\$1,309,205.00
83.1	Additional work required to mitigate schedule impacts to the project.	\$132,012.00
108	Add grate at drainage outlet.	\$11,300.00
109	Resolution of a Relevant Action Event (REN) and addition of slab replacement per Caltrans direction.	\$5,299,700.00
110	Additional work required per agreement with property owner to resolve construction impacts.	\$2,393.00
111	Additional work required to secure Monte Vista Water District facility and provide access.	\$4,725.00
112	Additional work required to dispose treated wood waste.	\$7,384.00
113	Additional work required per Metropolitan Water District guidelines.	\$71,356.00
114	Additional work required per Caltrans direction.	\$146,307.00
CCO Total		\$24,554,653.08
Approved Contingency		\$51,369,000.00
Remaining Contingency		\$26,814,346.92

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
US 395 Phase 1 Widening Project (18-1001967)		
	CCO Total	\$2,194,906.95
	Approved Contingency	\$8,741,611.75
	Remaining Contingency	\$6,546,704.80
Monte Vista Avenue Grade Separation (16-1001461)		
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
	CCO Total	\$5,011,396.71
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$12,218,603.29
I-10 University Street Interchange Improvement Project (20-1002290)		
	CCO Total	\$1,287,988.96
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$212,601.04

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Alabama Street Improvement Project (21-1002620)		
Number	Description	Amount
9.1	Revised irrigation to add water meter connections.	\$120,000.00
CCO Total		\$654,201.61
Approved Contingency		\$1,338,886.33
Remaining Contingency		\$684,684.72
I-10 Cedar Avenue Improvement Project (22-1002784)		
Number	Description	Amount
10	Cap the mainline irrigation line at four locations.	\$25,753.43
12	Increase diameter of soil nails from 4 inch to 6 inch.	\$315,739.30
14	Drainage system 8 revisions.	\$35,142.74
16	Removal and disposal of buried man-made objects encountered during excavation.	\$30,000.00
CCO Total		\$729,401.75
Approved Contingency		\$8,098,400.00
Remaining Contingency		\$7,368,998.25
SR 210 Pepper Avenue Establish Existing Planting (19-1002073)		
Number	Description	Amount
2	Install kangaroo rat fencing at the Pepper Avenue eastbound exit ramp.	\$5,086.00
CCO Total		\$15,086.00
Approved Contingency		\$31,244.80
Remaining Contingency		\$16,158.80
North 1st Avenue Bridge Over BNSF Project (22-1002780)		
Number	Description	Amount
11	Soil nail revisions.	\$322,300.00
CCO Total		\$514,928.62
Approved Contingency		\$3,561,922.00
Remaining Contingency		\$3,046,993.38

Minute Action

AGENDA ITEM: 5

Date: *October 4, 2023*

Subject:

August 2023 Procurement Report

Recommendation:

Receive the August 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 new contract was executed.
- Five contract amendments were executed.
- Three CTO's were executed.
- Two CTO amendments were executed.
- No contingency amendments were executed.
- Five purchase orders were executed.
- Two purchase order amendments were executed.
- One IFB was 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

October 4, 2023

Page 2

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of August 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 2023/2024 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was reviewed by the General Policy Committee on September 13, 2023. **The contract description for Orange County Transportation Authority (OCTA), on Attachment A, was updated to reflect that OCTA did not receive an increase but was listed for informational purposes only.**

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A

August 2023 Contract/Amendment/Contract Task Order (CTO) Actions

Type	Contract Number	Amendment/ CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-call Contract Amount*
New agreement	24-1003024		Sierra Lakes Land Company, LLC	Banquet Hall and Catering Services for Holiday Employee Appreciation Dinner	\$ 10,150.91	\$ -	\$ -	\$ 10,150.91	N/A
Contract Amendment	21-1002572	2	Ventura County Transportation Commission	To increase the contract not-to-exceed amount for modifications to the Regional Rideshare Software	\$ 34,495.00	\$ -	\$ 4,000.00	\$ 38,495.00	N/A
Contract Amendment	21-1002572	2	Riverside County Transportation Commission	To increase the contract not-to-exceed amount for modifications to the Regional Rideshare Software	\$ 186,444.00	\$ -	\$ 46,500.00	\$ 232,944.00	N/A
Contract Amendment	21-1002572	2	Orange County Transportation Authority (OCTA)	To increase the total contract amendment not-to-exceed amount for participating agencies for modifications to the Regional Rideshare Software. *Contract 21-1002572 consist of Ventura County, RCTC, LA Metro and OCTA in which they all received an increase except OCTA. However, since it is one contract OCTA is listed for informational purposes only.	\$ 137,466.00	\$ -	\$ -	\$ 137,466.00	N/A
Contract Amendment	21-1002572	2	Los Angeles County Metropolitan Transportation Authority	To increase the contract not-to-exceed amount for modifications to the Regional Rideshare Software	\$ 494,105.00	\$ -	\$ 3,000.00	\$ 497,105.00	N/A
Contract Amendment	19-1002068	1	South Coast Air Quality Management District	To extend the contract term through March 28, 2024 for MSRC CTC Clean Transportation Grant Funds for San Bernardino Line Discount Program	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	N/A
CTO	18-1001907	CTO No. 16	Epic Land Solutions, Inc.	Interstate 215 Bi-County Right-Of-Way Services for Excess Land	\$ 25,057.78	\$ -	\$ -	\$ 25,057.78	\$8,000,000.00 (\$4,964,039.78 available)
CTO	20-1002320	CTO No. 8	Crowe, LLP	Annual Audit of Procurement Contract Files	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	\$600,000.00 (\$327,523.75 available)
CTO	19-1002203	CTO No. 2	Trapeze Software Group, Inc.	Average Vehicle Ridership Survey Modifications	\$ 3,300.00	\$ -	\$ -	\$ 3,300.00	N/A
CTO Amendment	19-1002000	CTO No. 30.1	Costin Public Outreach Group, Inc.	To extend task order term date to January 31, 2024 for Public Opinion Research Services	\$ 181,025.00	\$ -	\$ -	\$ 181,025.00	\$6,000,000.00 (\$316,426.78 available)
CTO Amendment	19-1002000	CTO No. 30.2	Costin Public Outreach Group, Inc.	To increase task order amount to cover expanded polling criteria	\$ 181,025.00	\$ -	\$ 16,405.00	\$ 197,430.00	\$6,000,000.00 (\$316,426.78 available)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment A
August 2023 Contingency Released Actions

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

Attachment A
August 2023 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
PO Amendment	4002313	8/22/23	AT&T Mobility	FY 23 FSP GPS Tracking Units and Sim Cards	\$ 9,139.20	\$ -	\$ 2,284.80	\$ 11,424.00
PO Amendment	4002365	8/21/23	LH Productions	Super Chief Closed Session Equipment Rental	\$ 3,560.12	\$ 1,915.06	\$ 4,524.82	\$ 10,000.00
New PO	4002396	8/11/23	San Bernardino Co Sheriff's DE, Bureau of Admin	FY 23/24 Sheriff Deputies for Board/Committee Meetings	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00
New PO	4002397	8/14/23	Props AV LLC	Video Recording Services	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00
New PO	4002398	8/14/23	Southern California Association of Government	FY 23/24 SCAG Dues Assessment	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
New PO	4002399	8/23/23	Prism	FY 23/24 Cyber Liability	\$ 15,430.00	\$ -	\$ -	\$ 15,430.00
New PO	4002400	8/30/23	Faust Media Services	Printing services for 80,000 FSP 422 Forms	\$ 4,873.76	\$ -	\$ -	\$ 4,873.76

Attachment B
August 2023 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
08/16/2023	IFB 23-1002869	\$ 20,140,000.00	12/01/2023	Interstate 10 Eastbound Truck Climbing Lane

Attachment C

August 2023 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
None			

Minute Action

AGENDA ITEM: 6

Date: *October 4, 2023*

Subject:

Fiscal Year 2023/2024 Budget Action Plan - First Quarter Report

Recommendation:

Receive the Fiscal Year 2023/2024 Budget Action Plan – First Quarter Report.

Background:

The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2023/2024 Budget Action Plan (BAP) establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The Executive Director or his designee will provide quarterly updates on the status of the goals as listed in the attached BAP.

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on September 13, 2023. **The milestone for the Regional Conservation Investment Strategy Action Plan (in section 8B of the attachment) was updated from Quarter 4 to Quarter 2 to be consistent with the grant deadline after the reporting to the General Policy Committee.**

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Initiative #1: Transparent and Accountable Allocation Strategies				
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients				
1A	Action Plan	Milestones	Milestone Status	Responsibility
	Manage and communicate with Audit firm to plan and complete annual audits.	Manage and complete audits - Q2	Meetings with Audit firms initiated and throughout the audit process.	Finance
	Monitor progress of audits.	Monitor audit until complete - Q2	Monitoring audits in progress.	
	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	Contract was awarded at July 2023 SBCTA Board meeting.	Fund Administration
		Present TDA triennial performance audits to the SBCTA Board - Q4	Consultant has begun gathering required data.	Fund Administration, Transit
	Notes			
Division Strategy: Use strategic programming to ensure that no funds are lost				
1B	Action Plan	Milestones	Milestone Status	Responsibility
	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	Allocation is anticipated at the December 2023 CTC meeting.	Fund Administration
		Request allocation or extension of competitive grant funds (if awarded) for I-10 Contract 2 - Q4	Staff is monitoring the project schedule and anticipates requesting an extension at the June 2024 CTC meeting.	
		Request allocation or extension of competitive grant funds (if awarded) for US-395 Phase 2 - Q4	Staff is monitoring the project schedule and anticipates requesting an extension at the June 2024 CTC meeting.	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2024/2025 - Q4	Staff will submit an allocation request in April 2024 for the June 2024 CTC meeting.	
	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	Staff is developing a schedule for the coordination of input for the 0225 FTIP.	Fund Administration
	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	The SBCTA Board approved the proposed STIP projects in September 2023. The proposal will be submitted to the CTC in December 2023. Staff will the monitor approval process, approval is scheduled for the September 2024 CTC meeting.	Fund Administration
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Division Strategy: Protect San Bernardino County’s equitable share of available state and federal funds				
1C	Action Plan	Milestones	Milestone Status	Responsibility
	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	Awaiting schedule of call for projects from SCAG.	Fund Administration, Project Delivery, Transit
	Notes			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1D	Action Plan	Milestones	Milestone Status	Responsibility
	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	Staff recommends delay to Q3 - see notes below.	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Present final 2023 Update to the 10-Year Delivery Plan to the Board for approval - Q2	Staff recommends delay to Q4 - see notes below.	
		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		
	Notes			
	Staff recommends delaying the approval of the update to the 10-Year Delivery Plan to June 2024 so that the results of the I-15 final construction bid will be known. The 2021 Update to the 10-Year Delivery Plan relied on cash flow borrowing between the Freeway Program and the Interchange Program to be able to delay bonding until 2026 and save on interest costs. Recent increases to the I-15 cost estimate may limit the borrowing ability depending on the final actual cost. Delaying the adoption of the update will allow staff to analyze whether it is necessary to bond in 2025 rather than 2026.			
Division Strategy: Manage geographic equity in fund distribution across the County				
1E	Action Plan	Milestones	Milestone Status	Responsibility
	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
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit
	Notes			

Attachment: FY 23_24 Budget Action Plan Quarter 1 Update _ Revised (9980 : Fiscal Year 2023/2024

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Plan meeting at interim field work with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Meeting with Executive Board held in May 2023.	Finance
	Notes			
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	GFOA Award submittal - Q3		Finance
	Notes			
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete agreed upon procedures (AUP) for Measure I programs.	AUP to be completed - Q3		Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	GFOA Award submittal - Q1	Application submitted in July 2023.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Review of AICA - Q3		Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2F	Action Plan	Milestones	Milestone Status	Responsibility
	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	Q1 - Completed	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		
	Notes			
Q1 Clean up completed - Destroyed 1,029 electronic files, 17 boxes on-site and 74 boxes located at offsite storage.				

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Red text signifies urgent and significant challenges in completing the task

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	Action Plan	Milestones	Milestone Status	Responsibility
	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.	Preparing Administrative Plan and will be seeking direction from Housing Trust Ad Hoc in October.	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.	Working on Small Business Study and planning Small B2B event for November 7.	
	Establish Housing Trust JPA, pending Board approval and successful REAP application.	Execute JPA with member agencies - Q3	JPA will be subsequent to grant award.	
		Review draft Administrative Plan - Q4	Working on Administrative Plan	
	Smart County Master Plan.	Complete draft of Early Action Plan - Q1	Early Action Plan to be routed to stakeholders for review on 8/28.	
	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	Ongoing.	Transit
	Notes			
SBCTA received a \$25 million RAISE grant for the Brightline West High-Speed Intercity Passenger Rail System-High Desert Stations Project. SBCTA, Brightline and FRA working to complete the grant agreement and a sub-recipient agreement between Brightline and SBCTA.				
Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG				
3B	Action Plan	Milestones	Milestone Status	Responsibility
	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		
	Notes			
Division Strategy: Enhance SBCOG’s and the region’s ability to compete for grant funding				
3C	Action Plan	Milestones	Milestone Status	Responsibility
	Host grant writing workshop for our members and other local government partners.	Host Workshop - Q3	Will work with grant consultant to complete this in Q3.	COG
	Communicate grant opportunities to member agencies.	Provide updates to member agencies on new grant opportunities.	Ongoing	
	Notes			

San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Division Strategy: Assist local governments with environmental and efficiency initiatives

3D	Action Plan	Milestones	Milestone Status	Responsibility
	Develop a plan to replace the EV chargers where needed at the Depot.	Q2	Evaluating cost of replacement vs 3rd party ownership.	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.	Initiative for ZEV being included in the Smart County Master Plan, Q1	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	Multiple I-REN orientations have been held, along with Codes and Standards webinar and outreach to workforce opportunities.	
	Notes			

Initiative #4: Accelerate Delivery of Capital Projects

Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service

4A	Action Plan	Milestones	Milestone Status	Responsibility
	Complete project close-out	Q2	On Schedule	Transit
	Notes			
Final contract acceptance for mainline and maintenance facility anticipated to be issued Q1 with other program close-out activities anticipated to be completed by end of Q2.				

Division Strategy: Support Delivery the West Valley Connector Phase I

4B	Action Plan	Milestones	Milestone Status	Responsibility
	Start construction	Q1	On Schedule	Transit
	Notes			
Contract award scheduled for September 2023 Board meeting.				

Division Strategy: Produce Zero Emission Multiple Unit

4C	Action Plan	Milestones	Milestone Status	Responsibility
	Begin ZEMU testing in US	Q2	On Schedule	Transit
	Start construction of hydrogen fuel station	Q2	On Schedule	
	Start construction of maintenance facility retrofit	Q1	Delayed to Q2.	
	Notes			
ZEMU vehicle testing in Europe concluded on 5/26/2023 and delivered to U.S. (Pueblo, Colorado) in August 2023. ZEMU will be presented at the APTA Expo in October 2023 and then testing will resume in Pueblo, Colorado until summer 2024. RFP to be issued in Q1 for mobile fueling solution for ZEMU vehicle. Plans for Arrow maintenance facility approved by City and release of IFB scheduled for Q1 with the start of construction delayed to Q2.				

Division Strategy: Deliver the Tunnel to ONT Project

4D	Action Plan	Milestones	Milestone Status	Responsibility
	Environmental Document approval	Q4	Delayed to FY 24/25 Q2	Transit
	Award design-build contract	Q4	Delayed	
	Notes			
	Project delayed due to the introduction of additional build alternatives. Based on consultation with the Federal Transit Administration, SBCTA needs to analyze more than one build alternative in order to advance the NEPA clearance. Preliminary engineering needs to be completed for the new alternatives to define the project footprint, which delays completing the environmental clearance and construction contractor procurement.			

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San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:

4E	Action Plan	Milestones	Milestone Status	Responsibility
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	PS&E approval - Q1	On Schedule	Project Delivery
	SR-210 Waterman Avenue	PS&E approval - Q1	Moved to Q2. Oversight review of final plans are ongoing.	
	I-215 Bi-County Landscaping	PS&E approval - Q2	On Schedule	
	I-10 Mount Vernon Avenue	PS&E approval - Q2	Moved to Q3. Due to added scope to address ROW impacts.	
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q4	On Schedule	
	US-395 Widening Project - Phase 2	PS&E approval - Q4	On Schedule	
	Notes			
Division Strategy: Delivery of Capital Projects - Construction Milestones:				
4F	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Eastbound Truck Climbing Lane	Start construction - Q1	Moved to Q2. Federal authorization of funds were delayed.	Project Delivery
	I-215 University Parkway	Start construction - Q2	Moved to Q3. Order of possession hearing was deferred by courts for final property.	
	SR-210 Waterman Avenue	Start construction - Q2	Moved to Q3. Approval of final plans are deferred to Q2.	
	I-215 Bi-County Landscaping	Start construction - Q3	On Schedule	
	Metrolink ATP - Phase 2	Start construction - Q3	On Schedule	
	I-10 Mount Vernon Avenue	Start construction - Q4	Moved to Q1 FY 24/25. Due to added scope to address ROW impacts.	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q4	Moved to Q1 FY 24/25. Start of construction is deferred to Q3.	
	Notes			
Division Strategy: Delivery of Express Lanes Projects				
4G	Action Plan	Milestones	Milestone Status	Responsibility
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction - Q3	On Schedule	Project Delivery
	I-10 Express Lanes Contract 1 Toll Collections	Revenue Service Commencement Readiness - Q2	On Schedule	Toll Operations
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q4	On Schedule	Project Delivery
	Notes			

Attachment: FY 23_24 Budget Action Plan Quarter 1 Update _ Revised (9980 : Fiscal Year 2023/2024

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Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments				
Division Strategy: Conduct regional forums to discuss issues of importance across our region				
5A	Action Plan	Milestones	Milestone Status	Responsibility
	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.	Progressive Design Build Bills for this legislative session include: AB 400 (Rubio) passed and is awaiting the Governor's signature, SB 617 (Newmann) and SB 706 (Caballero) are still moving through the legislative process.	Legislative/Public Affairs
	Notes			
Division Strategy: Operate and Maintain SB Express Lanes				
5B	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Express Lanes Contract 1 Operations and Maintenance.	Ongoing starting Q3	On Schedule	Toll Operations
	Notes			
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options				
Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I's contributions to the region's transportation system.	Ongoing: Annual state of transportation event; monthly blog series "Measure I (Impact)".	B2B event scheduled for November 7, 2023	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Ongoing: Employee spotlight blog series.		Legislative/Public Affairs
	Notes			
Division Strategy: Leverage and grow public outreach and communication services				
6B	Action Plan	Milestones	Milestone Status	Responsibility
	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
	Notes			
Division Strategy: Highlight transit options in San Bernardino County				
6C	Action Plan	Milestones	Milestone Status	Responsibility
	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
	Notes			

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Division Strategy: SB Express Lanes Customer Support				
6D	Action Plan	Milestones	Milestone Status	Responsibility
	Open SB Express Lanes Walk-In Center.	Q2	On Schedule	Toll Operations
	SB Express Lanes Website Live.	Q2	On Schedule	Toll Operations
	Notes			
Initiative #7: Long Range Strategic Planning				
Division Strategy: Analyze long range transportation strategy in a financially constrained framework				
7A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft Existing Conditions Report - Q2	In Q1: Existing Transit Conditions memo draft prepared; mobility and community stakeholder meetings held; survey distributed.	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	Awaiting release of draft RTP/SCS in October.	Planning, Fund Administration
		Provide comments and final input to the RTP/SCS - Q3	Awaiting release of draft RTP/SCS in October.	
	Notes			
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
7B	Action Plan	Milestones	Milestone Status	Responsibility
	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	No updates in Q1.	Planning, Fund Administration
	Notes			
Division Strategy: Provide current, quality planning data				
7C	Action Plan	Milestones	Milestone Status	Responsibility
	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	Ongoing. Supported grant applications and analysis activities.	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	Receiving data summarizing model validation for SBCTA review.	
		VMT/Land Use Model and Scenario Samples - Q2	Will be conducted after delivery of validation data.	
		Final Documentation & Presentation - Q4	On track to be completed by 06/2024.	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Ongoing.	
	Notes			

San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Division Strategy: Conduct subarea and modal studies				
7D	Action Plan	Milestones	Milestone Status	Responsibility
	State Route 247/62 Emergency Bypass Lane Study.	Initiate study - Q3	Funding secured. Need to generate Caltrans Coop and scope.	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	Final Draft PSR-PDS circulated for near-term project in Q1.	
	Notes			
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
	Action Plan	Milestones	Milestone Status	Responsibility
	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	No comments on state reports and plans in Q1.	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	Began response to Caltrans SB 1 intake forms.	Planning, Fund Administration
		Other state and federal grants - Ongoing	Applications prepared for INFRA/Mega (I-10), EPA, and SCAG calls-for-projects.	
	Notes			
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
8B	Action Plan	Milestones	Milestone Status	Responsibility
	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	REAP 2.0 funds awarded for VMT Mitigation Bank in Q1. Agreements being developed.	Planning
		Start MOU/RFP Process - Q2/Q3	MOU development initiated in Q1.	
	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 Q2	SBCOG working with CDFW to respond to comments on draft.	
	Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Apply for REAP 2.0 Planning Funding - Q1	Awards announced by SCAG in Q1.	
		Work with SCAG on REAP 2.0 application to California Housing and Community Development - Q2	Working on scopes of work for CTC portion in Q1.	
	Notes			
	The Regional Conservation Investment Strategy Action Plan milestone was updated from Quarter 4 to Quarter 2 to be consistent with the grant deadline.			
Division Strategy: Prepare effective active transportation plans				
8C	Action Plan	Milestones	Milestone Status	Responsibility
	Develop Active Transportation Plans for the Safe Routes to School Program (with SBCSS and the County DPH).	Begin outreach to schools - Q1	Outreach begun.	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Award announcements - Q1	Awards announced in Q1.	
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
8D	Action Plan	Milestones	Milestone Status	Responsibility
	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion - Q4	Progressing on design in Q1.	Planning, Project Delivery
	Create Active Transportation Project Prioritization List based on input from local jurisdictions and assessment of funding opportunities.	Completion - Q2	Development of priority list begun in FY 23 Q4.	Planning
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
8E	Action Plan	Milestones	Milestone Status	Responsibility
	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	Still anticipated in 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	Report on Call Box Program presented in Q1.	
	Maintain the SB County Call-Box System.	Ongoing	Sole source contract awarded to Knightscope in Q1.	
	Merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Q2	Merge date scheduled and anticipated in Q1.	Transit
	Notes			
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.				
8F	Action Plan	Milestones	Milestone Status	Responsibility
	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 CTSAs, 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, Planning
	Notes			
Initiative #9 Meet Equity Goals of SBCTA/SBCOG				
Division Strategy: Ensure Equity goals met for internal structure and policies.				
9A	Action Plan	Milestones	Milestone Status	Responsibility
	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	RFP in process.	COG
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

6.a

Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies.				
9B	Action Plan	Milestones	Milestone Status	Responsibility
	Outdoor Equity Program, pending funding agreement from state department of parks.	Begin Program - Q1	Working on the vendor agreement. Board approval is anticipated in November.	COG
	Small Business Training Program	Finish study - Q1	Working on study, and conducting additional outreach to chambers and city managers. On track to be complete by end of Q2	COG
	Notes			

Attachment: FY 23_24 Budget Action Plan Quarter 1 Update _ Revised (9980 : Fiscal Year 2023/2024

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Minute Action

AGENDA ITEM: 7

Date: *October 4, 2023*

Subject:

Interstate 15 Corridor Freight and Express Lanes Construction and Maintenance Agreement for Mission Boulevard Overhead Crossing with Union Pacific Railroad and California Department of Transportation

Recommendation:

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

Authorize the Executive Director, or his designee, to execute Agreement No. 23-1002940 between Union Pacific Railroad, California Department of Transportation, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 15 Corridor Freight and Express Lanes Project at the Mission Boulevard Overhead in the amount of \$153,000, subject to approval as to form by SBCTA General Counsel, or her designee.

Background:

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project (Project) will add auxiliary lanes to improve freight corridor movement and will add one to two express lanes in each direction on the I-15 from 0.3 miles south of Cantu-Galleano Ranch Road to Duncan Canyon Road. 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 (Contract 1), will also 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 Contract 1 is ongoing with current activities consisting of structure design and developing Plans, Specifications, and Estimates.

This item covers one of the 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 or the Union Pacific Railroad (UPRR). Two of these C&M agreements include California Department of Transportation (Caltrans) as a party since Caltrans operates and maintains the I-15.

C&M Agreement No. 23-1002940 is a three-party agreement with UPRR, Caltrans, and SBCTA for defining roles, responsibilities, and funding for the C&M of the Mission Boulevard Overhead crossing located in the City of Eastvale and the City of Jurupa Valley. In this agreement, SBCTA performs all project and/or structure work at the UPRR rail line, Caltrans maintains said roadway and bridge improvement, and SBCTA pays for actual costs for UPRR construction support and other UPRR expenses defined within the agreement at an estimated cost of \$153,000.

Currently, the C&M agreement is in final review by all agencies. The C&M agreement assumes the construction work at the Mission Boulevard Overhead will be performed through temporary railroad closures (curfews) and railroad flagging. UPRR would not commit to a guaranteed number of curfews due to the high volumes of train cars into and out of the nearby automobile offloading facility. The contractor will have approximately three years to complete the I-15

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 4, 2023

Page 2

Project. Staff has estimated that approximately 55 curfews will allow the construction work at Mission Boulevard to be completed, which will be outlined in the Project construction contract. If UPRR does not grant the estimated number of work curfews, then a contract change order will be warranted.

With the execution of this agreement and the two others currently under development in **October** ~~September~~ 2023, the Right-of-Way Certification can be approved by Caltrans so that the Project can meet the planned schedule milestone of Ready-to-List.

Staff is recommending that the SBCTA Board of Directors, authorize the Executive Director, or his designee, to execute C&M Agreement No. 23-1002940, subject to approval as to form by SBCTA General Counsel, or her designee, in order to preserve the project schedule.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget for Task 0820, Freeway Projects, Sub-Task 0831, I-15 Corridor Express Lanes Improvements Contract 1.

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 14, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement. **The agreement recitals and the date of the cost estimate in clause seven were updated, and “fire damage and homeless removal” was removed from clause 11 of the agreement, after approval at the September 14, 2023 Board of Directors Metro Valley Study Session.**

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

Contract No.: 23-1002940 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 02269 Vendor Name: Union Pacific Railroad

Description: I-15 Corridor Construction and Maintenance Agreement for the Mission Blvd OH

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	153,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	153,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	153,000.00

Board of Directors	Date: 10/04/2023	Board	Item # 9954
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Capital Project Contracts		Sole Source?	N/A	No Budget Adjustment	
Local	Construction			N/A	

Estimated Start Date: 10/04/2023 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: Yes QMP/QAP: Yes Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

[illegible]

Kristi Harris

Task Manager (Print Name)

Total Contract Amount \$153,000.00 (Work @\$150,000.00; Grant of Right @\$3,000.00).

08-SBd-15 PM 0.0-12.2
 08-Riv-15 PM 49.8-52.3
 EA 08-0R801 PID 0820000075 DOT No. 906381W
 RMP 0043.88
 Alhambra Subdivision

**CONSTRUCTION AND MAINTENANCE AGREEMENT
 INTERSTATE-15 CORRIDOR FREIGHT AND EXPRESS LANES
 AT THE MISSION BOULEVARD OVERHEAD (I-15 OH) PROJECT**

THIS AGREEMENT, ("Agreement") made and entered into as of the _____ day of _____, 2023, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation to be addressed at 1400 Douglas Street, MS1690, Omaha, Nebraska 68179-1690 ("**Railroad**"), the **STATE OF CALIFORNIA, acting by and through its Department of Transportation** to be addressed at 1120 N Street, MS 37, Sacramento, California 95814 ("**State**"), and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA")**, a California public agency. Collectively referred to herein as the "**PARTIES**".

RECITALS:

- A. On December 27, 1982, the Los Angeles & Salt Lake Railroad Company and the State entered into an agreement covering the construction and maintenance of an overpass over Mission Boulevard in Riverside County, California (the "Original Agreement").
- B. The Railroad named herein is successor in interest to the Los Angeles & Salt Lake Railroad Company .
- C. SBCTA and State now propose to widen Interstate 15 (I-15) (the "Project") by infilling between the existing structures, herein referred to as the "Structure". SBCTA will execute and oversee the construction of the Project. The individual responsibilities of SBCTA are set forth in Sections 7 and 13 of this agreement. The individual responsibilities of the State are set forth in Section 11 of this agreement.
- D. The general location of the Structure is shown on the Survey Print marked **Exhibit A**. The type, size and location prints of the Structure are marked **Exhibit A-1**, with each exhibit attached hereto and hereby made a part hereof.
- E. The parties now desire to set forth herein their understanding and agreement relating to the construction, reconstruction, replacement, use, maintenance and repair of Structure and State's payment for and use of the Project Parcels.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. LIST OF EXHIBITS

The exhibits below are attached hereto and hereby made a part hereof:

Exhibit A	Survey Print
Exhibit A-1	Structure's General Type, Size and Profile
Exhibit B	General Terms and Conditions
Exhibit C	Railroad Cost Estimate
Exhibit D	Railroad Coordination Requirements
Exhibit E	Contractor's Right of Entry Agreement
Exhibit F	Railroad Guidelines for Temporary Shoring

Section 2. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 3. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **THREE THOUSAND DOLLARS (\$3,000.00)**, to be paid by SBCTA to Railroad upon the execution and delivery of this Agreement and in further consideration of State's and SBCTA's agreement to perform and comply with the terms of this Agreement, Railroad hereby grants to State and SBCTA the right to construct, maintain and repair the Structure over and across the Crossing Area shown on **Exhibit A**.

Section 4. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by SBCTA to perform any Project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 5. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the State shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement (Ex. E)
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E** and is incorporated by reference as though fully set forth herein. SBCTA confirms that the Contractor will be required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
 Union Pacific Railroad Company Real Estate Department
 1400 Douglas Street, Mail Stop 1690
 Omaha, NE 68179-1690
 UP Project No. 0463380

C. SBCTA is self-insured and will maintain self-insured status during the performance of the work associated with the Project. If SBCTA's own employees will be performing any of the Project work, SBCTA shall self-insure all or a portion of the insurance coverage as allowed pursuant to SBCTA's Insurance Rules and agrees to indemnify Railroad against any and all claims arising out of the work performed on the Project by SBCTA Employees. SBCTA shall not indemnify Railroad for claims by SBCTA Employees that arise out of negligent acts or willful misconduct by Railroad, its officials, directors, officers, employees, and agents.

Section 6. FEDERAL AID POLICY GUIDE

If SBCTA will be receiving any federal funding for the Project 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.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO SBCTA; SBCTA 'S PAYMENT OF BILLS

- A. Railroad Work and Operation oversight to be performed during the Project by Railroad, at the sole cost and expense to the SBCTA, is described in Railroad's Cost Estimates dated August 15, 2023, marked **Exhibit C**, and is incorporated by reference as though fully set forth herein. (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is One Hundred Fifty Thousand dollars (\$150,000.00).
- B. Railroad, if it so elects, may recalculate and update the Estimate submitted to SBCTA in the event the SBCTA does not commence construction on the portion of the Project located on the Railroad's property within 12 months from the date of the execution of this Agreement.
- C. SBCTA cannot reimburse Railroad for any costs incurred outside the scope of work described herein or occurring prior to the effective date of this Agreement.
- D. Railroad shall send progressive billing to SBCTA during the Project, and final billing to SBCTA within one hundred eighty (180) days after receiving written notice from SBCTA that all Project work affecting Railroad's property has been completed.
- E. SBCTA shall reimburse Railroad for all undisputed invoices within 45 business days of receiving Railroad's invoiced charges.

Section 8. WORK PERFORMED BY SBCTA

- A. SBCTA, as a Project expense and at no cost to Railroad, shall perform all Project and/or Structure work including, without limitation, other applicable work, all of which shall be performed in compliance with the Plans and Minimum Requirements and described and defined in Section 10, and in a good and workmanlike manner and prosecuted diligently to conclusion. The use of Railroad's property by SBCTA and/or its Contractor (as defined herein) shall be limited to the identified existing area designated on **Exhibit A** defined and shall be subject to Railroad's notification requirements and the terms and conditions of this Agreement and exhibits hereto.
- B. SBCTA or the Contractor will be responsible for securing the required flagging services from one of Railroad's approved vendors in accordance with Railroad's policy and procedures for flagging found on Railroad's website at [UP: Real Estate and Utility Specifications](#).
- C. SBCTA, as a project expense and at no cost to Railroad, shall complete or cause to complete all Project-related construction activities within four (4) years of the Effective Date of this Agreement.

Section 9. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

SBCTA agrees that no Project costs and expenses are to be borne by Railroad. In addition, Railroad is not required to contribute any funding for the Project.

Section 10. PLANS

A. SBCTA, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications and submit such plans and specifications to Railroad, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by Railroad's Assistant Vice President Engineering-Design, or its authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless Railroad has consented to such changes in writing.

D. Railroad's review and approval of the Plans will in no way relieve the SBCTA or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the SBCTA or Contractor on the Plans is at the risk of the SBCTA and Contractor.

Section 11. MAINTENANCE AND REPAIR OF STRUCTURE AND OF ROADWAY LOCATED ON THE STRUCTURE

Upon acceptance of the project, State, at its expense, shall maintain, repair, reconstruct, and/or replace or cause to be maintained, repaired, reconstructed and/or replaced the entire Structure including without limitation, all graffiti removal, or painting involving the Structure in a safe, clean, sturdy and sound condition. If any inspection, maintenance, repairs, reconstruction or replacement of the Structure requires State or its contractor (as defined in Section 5) to enter upon and use any portion of Railroad property, or if such work could jeopardize the safety of railroad personnel and equipment beneath the Structure, such as, but not limited to falling concrete or other debris, State shall require Contractor to execute Railroad's then-current form of Contractor's Right of Entry Agreement to provide Railroad the insurance policies, binders, certificates, and endorsements that are required in the Contractor's Right of Entry Agreement prior to commencing such work. State shall also pay Railroad for its use of any Railroad property for which it does not at such time already hold easement or other access rights and all project-related railroad support

costs.

Section 12. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non- Railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 10. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non-Railroad Facilities owner or operator, or before Railroad, SBCTA and STATE mutually agree in writing to (i) deem the approved Non- Railroad Facilities plans and specifications to be Plans pursuant to Section 12B, (ii) deem the Non-Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non-Railroad Facilities.

Section 13. NO CLAIMS BY SBCTA

Notwithstanding any other provisions of this Agreement, SBCTA shall not make any claim against Railroad for any damages related to any and all work delays which arise in whole or in part from accommodating or performing train operations including, without limitation, train schedule changes and/or increased train operations by Railroad.

Section 14. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement shall become effective as of the date first herein written, or the date work commences on the Project, whichever is earlier, and shall continue in full force and effect for as long as the Structure remains on Railroad's property.

B. Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on Railroad's property within twenty-four (24) months from the date of this Agreement, or from the date that Railroad has executed this Agreement and returned it to SBCTA and STATE for its execution, whichever is applicable.

C. If the Agreement is terminated as provided above, or for any other reason, SBCTA shall pay to Railroad all actual costs incurred by Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by Railroad in connection with reviewing any preliminary or final Project Plans.

Section 15. CONDITIONS TO BE MET BEFORE SBCTA CAN COMMENCE WORK

A. Neither SBCTA nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) Railroad, SBCTA and State have executed this Agreement.
- (ii) Railroad has provided to SBCTA Railroad's written approval of the Plans.
- (iii) SBCTA and State have obtained all necessary governmental permits, zoning clearances and approvals including without limitation, those from the California Public Utilities Commission.
- (iv) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (v) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to Railroad Representative named in the Contractor's Right of Entry Agreement.

B. The insurance coverage set forth in the Right of Entry Agreement shall remain in full force and effect by each Contractor during the performance of said work upon and adjacent to Railroad's property and thereafter until the Contractor removes all tools, equipment and materials from Railroad property and cleans up the premises to a presentable condition satisfactory to Railroad.

C. SBCTA and each Contractor shall give the advance notice described in the Right of Entry Agreement to Railroad's authorized representative before commencing any Project work on railroad's property and shall observe Railroad's rules and regulations with respect thereto. All work on Railroad's property shall be done at such times and in

such manner so as not to interfere with or endanger the operations of the Railroad.

Section 16. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and STATE agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 17. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. This Agreement shall not be assigned without the prior written consent of the Parties.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad, SBCTA and State.

Section 18. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement, if any, shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway and Crossing Area.

Section 19. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("BUY AMERICA")

Railroad acknowledges that if this Agreement is for a federal-aid project, all portions of these projects whether performed by SBCTA or Railroad shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements. Railroad shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the Project for a period of three (3) years after completion of all obligations under this Agreement. Within a reasonable time after SBCTA or State's request, Railroad shall make such records available for SBCTA and/or State's audit during Railroad's regular business hours in its home office.

Section 20. INDEMNITY

- A. As permitted under the law, SBCTA agrees to indemnify and hold harmless Railroad and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by this Agreement and associated easements, licenses, rights of way or right of entry agreements.

- B. The provisions of this Section 20 shall survive the completion of any work performed by SBCTA or the termination or expiration of this Agreement. In no event shall this Section or any other provision of this Agreement be deemed to limit any liability SBCTA

may have to Railroad by statute or under common law.

Section 21. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

Section 22. EXECUTION

This Agreement may be executed in two 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.

Signatures on following page

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in triplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____

Printed Name: _____

Title: _____

SBCTA's signatures on following page

DRAFT

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

By: _____

Printed Name: Raymond W. WolfeTitle: Executive Director

APPROVED AS TO FORM:

By: _____

Printed Name: Juanda L. DanielTitle: SBCTA Assistant General Counsel

The State of California of California's signatures on following page

DRAFT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____ TIAIRA T. MOERING
Chief, Office of Railroad and Utility Relocations
Division of Right of Way and Land Surveys

APPROVED AS TO FORM AND PROCEDURES:

By: _____
Attorney

Recommended for Approval:

By: _____ GINA PIPPENGER
HQ Railroad Liaison
Division of Right of Way and Land Surveys

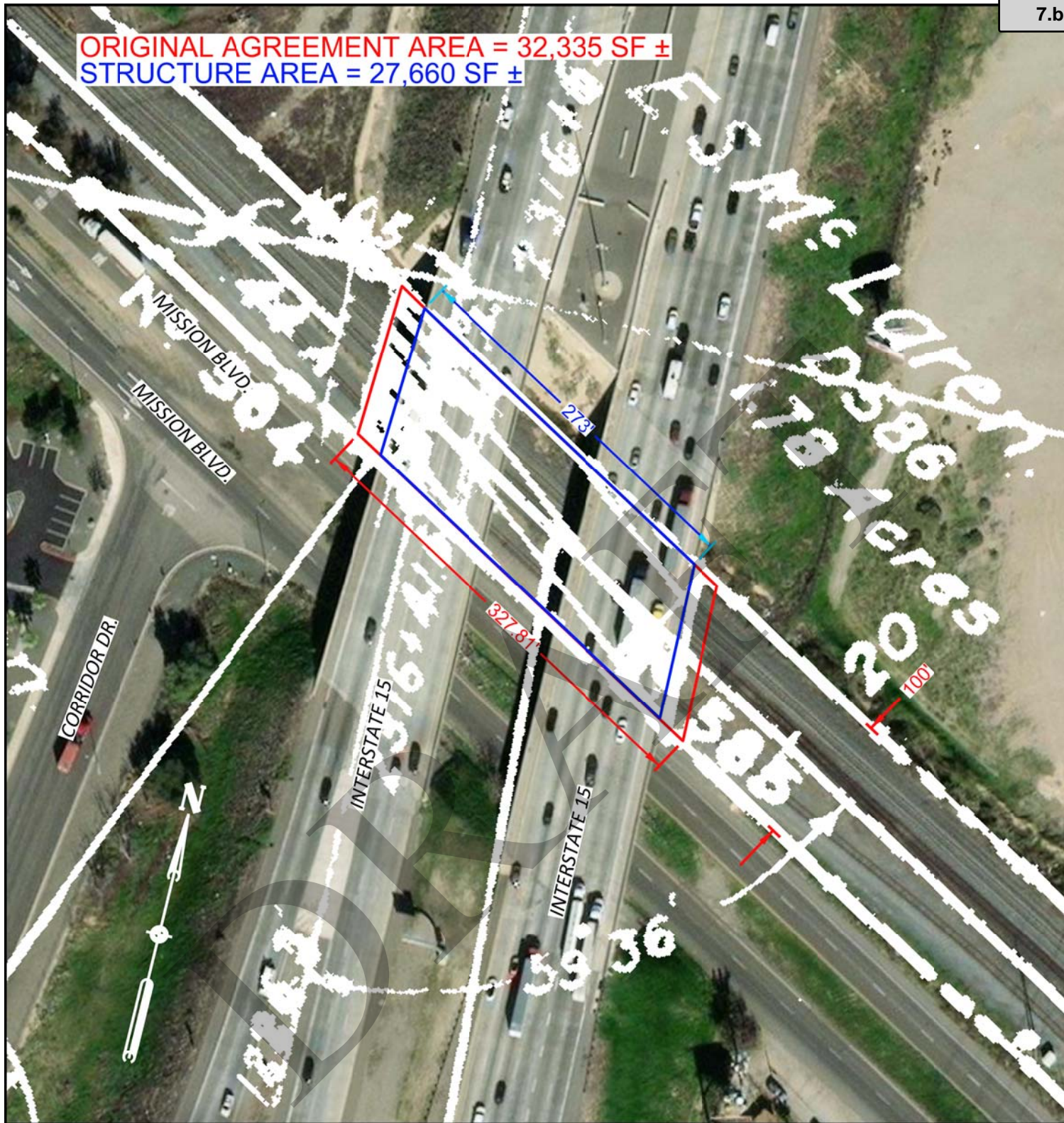
DRAFT

EXHIBIT A

Survey Print

DRAFT

ORIGINAL AGREEMENT AREA = 32,335 SF ±
 STRUCTURE AREA = 27,660 SF ±



LEGEND:

ORIGINAL AGREEMENT AREA
 STRUCTURE AREA
 UPRRCO. R/W OUTLINED

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
 AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPAN

MIRA LOMA, RIVERSIDE COUNTY, CA

M.P. 43.88 - LOS ANGELES SUB.

MAP LASL CA V-6 / 14

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 8/16/2023

RRM FILE: 07527-24

CADD
 FILENAME 0752724.DGN

SCAN
 FILENAME 0752724_CAV06014.TIF

Attachment: 23-1002940 0R801 CM Mission Blvd UPRR SBCTA (9954 : I-15 Corridor Freight & Express Lanes C&M Agreements with UPRR &

EXHIBIT A-1

Structure's General Type, Size and Profile

REDACTED –SSI

DRAFT

EXHIBIT B

PUBLIC HIGHWAY OVERPASS AGREEMENT

DRAFT

**EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area 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 property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body 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 Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad'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 the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body 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 property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad'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 may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to

work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation,

supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(ii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do

so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice

President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. 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. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body 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 Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

RAILROAD COST ESTIMATE

DRAFT

EXHIBIT C

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
8/15/2023

LOCATION:
Mira Loma
DOT: 906381W

SUBDIVISION
Los Angeles

STATE:
CA

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 20,000	\$ -	\$ -	\$ 20,000.00	\$ 20,000
Construction Submittals	\$ 75,000	\$ -	\$ -	\$ 75,000.00	\$ 75,000
Construction Management	\$ 50,000	\$ -	\$ -	\$ 50,000.00	\$ 50,000
Final Inspection	\$ 5,000	\$ -	\$ -	\$ 5,000.00	\$ 5,000
TOTAL PROJECT:	\$ 150,000	\$ -	\$ -	\$ 150,000.00	\$150,000

TOTAL ESTIMATED COST: **\$150,000**

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

EXHIBIT D

RAILROAD COORDINATION REQUIREMENTS

DRAFT

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: State of California, acting by and through its Department of Transportation and San Bernardino County Transportation Authority

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Agency's Project Number _____ covering the widening of the highway overpass

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Nick Vineyard
909-222-5659
nvineyard@benesch.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Eric Perez
909-361-2513
elperez@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the

Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, 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. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit E**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
1. Description of work to be done.

2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at <https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm>. This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one ft six inches (21.5) foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains

may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track 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 fifteen feet (15') perpendicular from centerline of track, shall 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 practical. 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' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no

alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,400 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

CONTRACTORS RIGHT-OF-ENTRY AGREEMENT

DRAFT

**EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. 0752724

ARTICLE 8 - PRECONSTRUCTION MEETING

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

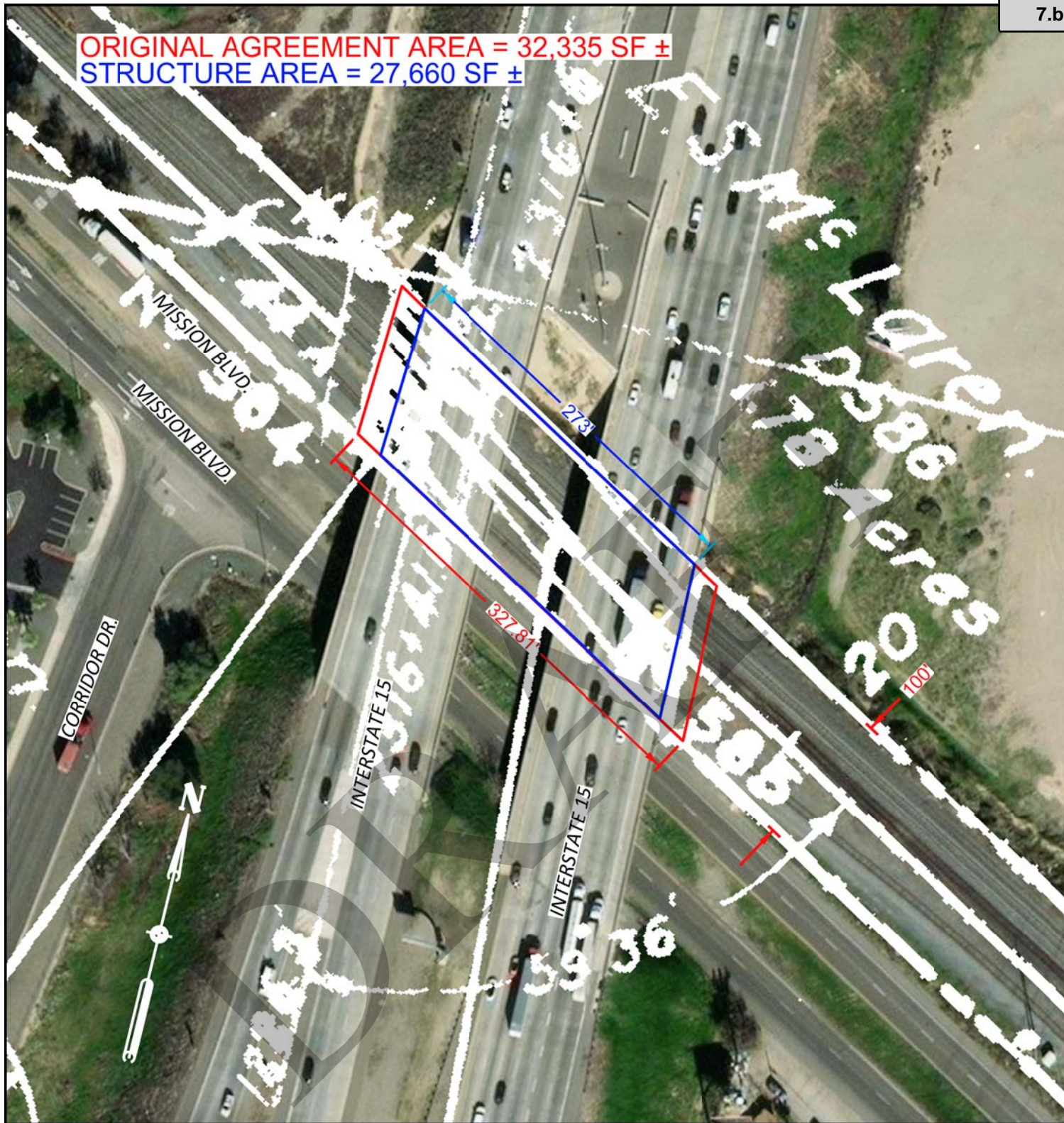
E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

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ORIGINAL AGREEMENT AREA = 32,335 SF ±
 STRUCTURE AREA = 27,660 SF ±



LEGEND:

ORIGINAL AGREEMENT AREA
 STRUCTURE AREA
 UPRRCO. R/W OUTLINED

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
 AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPAN

MIRA LOMA, RIVERSIDE COUNTY, CA

M.P. 43.88 - LOS ANGELES SUB.

MAP LASL CA V-6 / 14

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 8/16/2023

RRM FILE: 07527-24

CADD
 FILENAME 0752724.DGN

SCAN
 FILENAME 0752724_CAV06014.TIF

Attachment: 23-1002940 0R801 CM Mission Blvd UPRR SBCTA (9954 : I-15 Corridor Freight & Express Lanes C&M Agreements with UPRR &

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. 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. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

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EXHIBIT F

RAILROAD GUIDELINES FOR TEMPORARY SHORING

https://www.up.com/cs/groups/public/@uprr/@it/@telecom/documents/up_pdf_nativdocs/commercial_telecom_temp_shorin.pdf

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GUIDELINES FOR TEMPORARY SHORING



EMAIL BEFORE YOU DIG
UP.COM/CBUD

EMERGENCIES
1-888-877-7267



CALL BEFORE YOU DIG
1-800-533-2891

EMERGENCIES
1-800-832-5452

Contents

1. INTRODUCTION	2
1.1 PURPOSE	2
1.2 SCOPE	2
2. GENERAL CRITERIA	2
2.1 SAFETY & RAILROAD OPERATIONS	2
2.2 SHORING REMOVAL	2
2.3 RAILROAD FLAGGING	2
2.4 CALL BEFORE YOU DIG & EXISTING UTILITIES	3
2.5 APPLICANT & CONTRACTOR RESPONSIBILITIES	3
2.6 TRACK, GROUND & SHORING MONITORING:	4
2.7 RAILROAD RIGHT-OF-WAY	5
2.8 CONSTRUCTION AND MAINTENANCE AGREEMENT	5
2.9 RAILROAD REVIEW PROCESS	5
2.10 APPROVAL EXPIRATION	6
3. DESIGN	6
3.1 GENERAL DESIGN REQUIREMENTS	6
3.2 INFORMATION REQUIRED	8
3.3 DESIGN PROCEDURE	9
3.4 (Step 1) EXCAVATION LOCATION	9
3.5 (Step 2) SUBSURFACE CHARACTERIZATION	9
3.6 (Step 3) SHORING TYPES	11
3.7 (Step 4) APPLIED LOADS AND CALCULATIONS	12
3.8 (Step 5) STRUCTURAL DESIGN CALCULATIONS	19
3.9 DESIGN PLAN REQUIREMENTS	23
4. DEFINITIONS	24
5. APPENDIX	26
5.1 LIVE LOAD PRESSURE DUE TO COOPER E80 LOADING	26
5.2 CHART – LIVE LOAD PRESSURE DUE TO E80 LOADING	27
5.3 TABLES FOR SOIL SPECIFICATIONS	29
6. REFERENCES	30

1. INTRODUCTION

1.1 PURPOSE

- a. The purpose of these guidelines is to inform public agencies, design engineers, contractors and inspectors of current Railroad standards and requirements concerning design and construction of temporary shoring.

1.2 SCOPE

- a. This guideline governs on the Railroad Right-of-Way. This includes the limits of property owned, controlled and/or operated upon by the Railroad.
- b. All requirements addressed within this document shall constitute minimum requirements for all projects or works on the Railroad Right-of-Way. The applicability of each requirement for any given project will be subjected to the Railroad's discretion.
- c. Where laws or orders of authority prescribe a higher degree of protection or restriction than specified herein, the higher degree so prescribed shall control.
- d. These guidelines supplement the current American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering. For items covered within these guidelines and AREMA, the more restrictive shall control.
 - i. **It is the requirement for the Contractor and designer developing Railroad shoring systems to have a copy of the AREMA Manual. Visit www.arena.org to obtain the Manual for Railway Engineering.**
- e. These guidelines supersede all previous Railroad guidelines for temporary shoring and are subject to revision without notice.
- f. In addition to this guideline, all excavations shall also be governed by each individual Railroad requirements, Federal, State and Local laws, rules and regulations concerning construction safety.
- g. These guidelines are provided as a reference and cannot be taken as authority to construct without prior review and written approval of the Railroad. See [Section 2.9](#) for review process.

2. GENERAL CRITERIA

2.1 SAFETY & RAILROAD OPERATIONS

- a. Projects shall be designed such that construction activities and phasing will not compromise safety nor impact Railroad operations.
- b. Emergency Railroad phone numbers are to be obtained from a Railroad representative prior to the start of any work and shall be posted at the job site.

2.2 SHORING REMOVAL

- a. The Contractor is responsible for planning and executing all procedures necessary to construct, maintain and remove the temporary shoring system in a safe and controlled manner.

2.3 RAILROAD FLAGGING

- a. A flagman is required when any work is performed within 25 feet of track centerline. If the Railroad provides flagging or other services, the Contractor shall not be relieved of any responsibilities or liabilities as set forth in any document authorizing the work. No work is allowed within 50 feet of track centerline when a train passes the work site, and all personnel must clear the area within 25 feet of track centerline and secure all equipment when trains are present.

2.4 CALL BEFORE YOU DIG & EXISTING UTILITIES

- a. Call Before You Dig: Appropriate measures for the installation and protection of fiber optic, or other cables, shall be addressed in the plans and contract documents. For specific Railroad requirements and additional information refer to:

BNSF: www.bnsf.com or call 1-800-533-2891.

UPRR: www.up.com/cbud

- b. Relocation of utilities or communication lines not owned by the Railroad shall be coordinated with the respective utility owners. Utility relocation plans must then be submitted to the Railroad utility representative(s) for review and prior approval must be secured before work can proceed. The Railroad will not be responsible for costs associated with any utility, signal, or communication line relocation or adjustments.
- c. Abandonment of utilities must follow the [UPRR Guidelines For Abandonment of Subsurface Utility Structures](#) or the [BNSF Utility Accommodation Policy](#).

2.5 APPLICANT & CONTRACTOR RESPONSIBILITIES

- a. The Applicant and Contractor must verify with the Railroad's Local Representative their receipt of the latest version of these guidelines prior to developing Construction Documents.
- b. Construction shall NOT impact Railroad operations, functions and facilities:
 - i. The Applicant and Contractor shall develop design plans, including, without limitation, all procedures necessary to construct and maintain the proposed shoring project, which cause no interruption to Railroad operations during and after construction.
 - ii. Work shall also not impede drainage or other functions of the Railroad.
 - iii. Any rail traffic outages or curfews thought to be required for the installation or removal of any portions of a shoring system must be requested by submittal to the Railroad for prior consideration long in advance of mobilization and construction. Such requests may not be granted.
 - iv. Unapproved and unscheduled interruptions to Railroad operations may result in your removal from Railroad Right-of-Way, and your authorization to re-enter revoked.
- c. Railroad approved design and construction plans:
 - i. The Contractor shall install the temporary shoring system per the plans approved by the Railroad.
 - ii. Any deviation from the Railroad approved plans requires resubmittal and prior approval by the Railroad prior to proceeding with said deviation. Approval from the Railroad may not be granted.
- d. The Contractor must monitor the track, ground and shoring for movement. See [Section 2.6](#) for monitoring.
- e. The Applicant and Contractor shall be jointly responsible for the design, construction and performance of the temporary structure.
- f. The Contractor must review the temporary shoring plans to ensure that the proposed method of construction is compatible with the existing site and soil conditions. Removal of the shoring system must also be addressed.
- g. The Contractor must obtain a valid right of entry permit from the Railroad and comply with all Railroad requirements when working on Railroad property.
- h. The Contractor is responsible to protect the Railroad ballast and subballast from contamination.
- i. The Contractor shall comply with all State and Federal Laws, county or municipal ordinances and regulations which in any manner affect the work.
- j. All removed soils will become the responsibility of the Contractor and shall be disposed of outside the Railroad Right-of-Way according to the applicable Federal, State and Local regulations.

- k. The project engineer and the Contractor shall evaluate the quality of materials furnished and work performed.
- l. The Applicant, at its expense, shall be solely responsible for all costs, design, construction, future replacement, maintenance, and serviceability of the proposed shoring project, except as noted otherwise in the Construction & Maintenance (C & M) Agreement with the Railroad.
- m. The Applicant shall be responsible for obtaining all Federal, State, Local and other permits for construction of the shoring project.
 - i. The Engineer-of-Record shall be registered in the state of the project location. The Engineer-of-Record may be Applicant's in-house staff or a consultant retained by the Applicant. The Contractor shall not employ the Engineer-of-Record as the Contractor's Engineer-of-Record or as a specialty engineer, with the exception of design build projects.
- n. The Applicant and/or the Engineer-of-Record have the ultimate responsibility and liability for the Construction Documents and liability for damages to Railroad property during and after construction of the shoring.
- o. The Contractor is responsible to comply with the construction documents prepared by the Applicant. The Contractor shall comply with Railroad requirements stated in the C & M Agreement prior to the commencement of any construction. The Contractor shall develop work plans that ensure the track(s) remain open to train traffic per Railroad requirements as stated in the C & M Agreement and meet the requirements of the Railroad Right-of-Entry Agreement (if applicable).
- p. The Applicant and Contractor is responsible for the security and safety of all people including the general public and trespassers, and the protection of Railroad infrastructure within the limits of the proposed shoring project. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damages must be reported immediately to the Railroad Local Representative and to the local Railroad Track Maintenance Representative.
- q. The Applicant and Contractor are required to meet all safety standards as defined by the Railroad, Federal Railroad Administration (FRA), Division of Occupational Safety and Health Administration (OSHA), Local, State and Federal Governments and the State Railroad Regulatory Body.

2.6 TRACK, GROUND & SHORING MONITORING:

The Contractor must monitor the track, ground and shoring for movement to ensure proper performance of the shoring system and the safe operation of trains. Record top of rail elevations and track alignment for the duration of the project. After the project is complete additional track and ground monitoring may be required as deemed necessary by the Railroad.

- a. Track & Ground Monitoring requirements: In addition to [Table 2](#):
 - For UPRR, see the [Union Pacific Railroad Guidelines for Track & Ground Monitoring](#).
 - For BNSF, subject to direction of the BNSF project engineer for the project
- ii. Deflection Limits ([Table 2](#)), [Section 3.8k](#), for both track and shoring deflection limits.
 - Displacements exceeding the limits defined in [Table 2](#) must be immediately reported to the Railroad. All work on the project must stop and the Railroad may take any action necessary to ensure safe passage of trains. The Contractor must immediately submit a corrective action plan to the Railroad for review and approval. The Railroad must review and approve the proposed repair procedure. The repair must be inspected by the Railroad before any work on the project can proceed.
- b. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damage must be reported immediately to the Railroad representative in charge of the project and to the Railroad Track Maintenance Representative.

2.7 RAILROAD RIGHT-OF-WAY

- a. The Railroad Right-of-Way accommodates existing tracks, drainage systems, multiple utilities, access roads, Railroad support facilities and space for future track(s).
- b. The proposed project shall not limit existing or future Railroad operating capacity and utility accommodations within the Railroad Right-of-Way.
- c. Limits of Railroad Right-of-Way are to be located by the Applicant and identified on the plans.

2.8 CONSTRUCTION AND MAINTENANCE AGREEMENT

- a. Prior to construction on Railroad Right-of-Way, Applicants must have an executed a C & M Agreement with the Railroad.
- b. The C & M agreement shall, at a minimum, include a funding source, cost estimate, insurance and indemnification requirements, method of payment, responsibility for design, construction, ownership, maintenance and future replacement.
- c. The Applicant shall own, maintain and replace the proposed project at no cost to the Railroad and with no interruption to Railroad operations during construction, maintenance and future replacement of the structure.
- d. The Railroad shall, at its own expense, be responsible for ownership and maintenance of ballast and track components only.
- e. The Applicant shall provide, at no cost to the Railroad, traffic control and/or detours to allow occupation of the roadway by the Railroad or its contractor(s) to perform periodic inspections as required.
- f. The Applicant is responsible for performing the work in accordance with the terms specified in the C & M Agreement.

2.9 RAILROAD REVIEW PROCESS

- a. How to Communicate with the Railroad
 - i. All design and construction submittals shall be sent to the Railroad Representative who will pass them along for Railroad review.
- b. Railroad Compensation Agreement:
 - i. Prior to any review, the Railroad Local Representative shall receive written notice from the Applicant agreeing to pay all costs associated with the Railroad's (or its consultant's) review of the design plans, construction documents and construction monitoring phase. This is often referred to as the Preliminary Engineering Agreement (PE Agreement).
 - ii. The estimated costs of such PE Agreement shall not be the upper limit of the costs but will provide a guideline for budgeting purposes. Regardless, all actual costs incurred by the Railroad (or its consultants) during the review of design plans, construction documents, and construction monitoring submittals shall be fully recoverable from the Applicant.
- c. Railroad Review Duration
 - i. Review of design submittals and resubmittals by the Railroad (or its consultants) will require a minimum of 4 weeks each individual submission to the Railroad.
 - ii. To expedite the review process of the temporary shoring plans, drawings submitted to the Railroad shall be in accordance with these Guidelines. Otherwise, longer review times shall be expected.
 - iii. To avoid impacting the construction schedule, the Contractor should schedule submittals at least 4 to 6 months in advance.
 - iv. Partial, incomplete or inadequate designs will be rejected, thus delaying the approval.
 - v. Revised submittals will follow the same procedure as the initial submittal until all issues are resolved.

d. Applicant and Engineer of Record Review

- i. Before providing submittals for the Railroad to review, the applicant and or Engineer of Record must first review and approve the submittal for compliance with the project specifications, AREMA Manual, these Guidelines and structural capacity. Exceptions or proposed alternatives, if any, must be clearly communicated and identified for all submittals involved.
- ii. Drawings and calculations must be signed and stamped by a licensed professional engineer familiar with railway loadings and is licensed in the state where the shoring system is intended for use.

e. Construction May Commence Only When:

- i. The Contractor must not begin construction of any component of the shoring system affecting the Railroad Right-of-Way until written Railroad approval has been received.

2.10 APPROVAL EXPIRATION

- a. Written approval of Final Plans will be valid for two years from the date of approval by the Railroad unless otherwise provided in the C&M Agreement. If construction of the approved structure has not begun within this period, the Railroad shall have the right to perform a design review, at the cost of the Applicant, to confirm compliance with the Railroad's then-current Guidelines before a Railroad Right-of-Entry Agreement is issued to begin construction.

3. DESIGN

3.1 GENERAL DESIGN REQUIREMENTS

- a. Shoring Zones (see Figure 1 below):
 - i. All dimensions are measured perpendicular to the centerline of track.
 - ii. For ALL excavations within Zone A, shoring plans shall be accompanied by design calculations.
 - iii. All shoring within the limits of Zone A must be placed prior to the start of excavation.

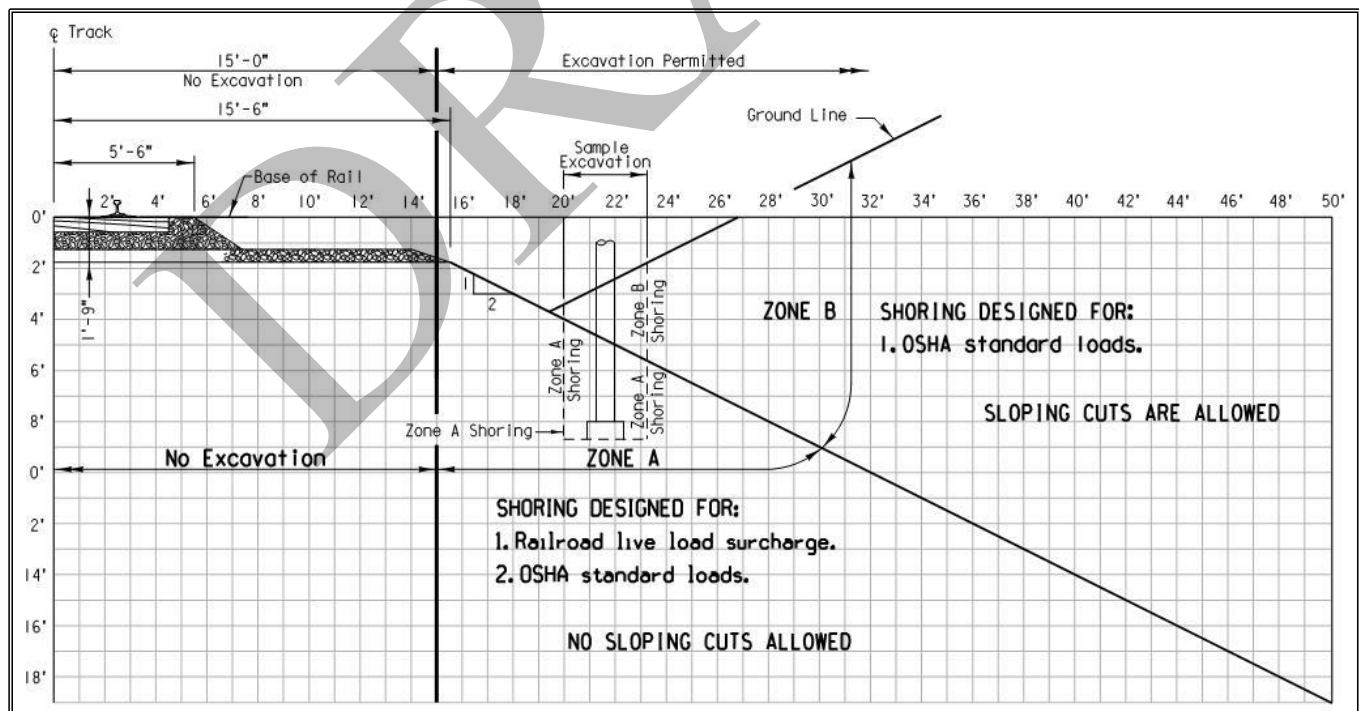


FIGURE 1

- b. Excavation Limits: No excavation shall be permitted closer than 15'-0" measured at a right angle from the centerline of track to the trackside of shoring system.
- c. Evaluate slope and stability conditions to ensure the Railroad embankment will not be adversely affected. Local and global stability conditions must also be evaluated.
- d. Lateral clearances must provide sufficient space for construction of the required Railroad ditches parallel to the standard Railroad roadbed section. The size of ditches will vary depending upon the flow and terrain and should be designed accordingly.
- e. Protect Open Excavations:
 - i. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
- f. The most stringent project specifications shall be used of the Public Utilities Commission Orders, Department of Industrial Safety, OSHA, FRA, AREMA, BNSF, UPRR or other governmental agencies.
- g. Secondhand material is not acceptable unless the Engineer of Record submits a full inspection report which verifies the material properties and condition of the secondhand material. The report must be signed and sealed by the Engineer of Record.
- h. Shoring Removal:
 - i. All components of the shoring system are to be removed when the shoring is no longer needed to the extent that there is no impact to Railroad operations. All voids must be filled and compacted properly, and drainage facilities restored. See compaction requirements in [Section 3.5c](#).
 - ii. If the shoring cannot be completely removed, it shall be removed at least 3.0 feet below the final finished grade or at least 3.0 feet below the base of rail, whichever is lower, unless otherwise specified by the Railroad and only if approved by the Railroad.
 - iii. No traffic during unsupported excavations resulting from shoring removal.
- i. Soldier piles may be installed in predrilled holes if the requirements of [AREMA, Vol. 2, Ch. 8, Article 28.5.4.3](#) and the following are met:
 - i. Slurry and drilling fluid type materials are not acceptable as backfill for soldier piles in drilled holes.
 - ii. Concrete and flowable backfill may be used but might prevent removal of the embedded piles. If width of the drilled hole will be relied on for passive resistance, the concrete backfill shall have a minimum compressive strength of 3,000 psi, and a minimum coverage of at least 3.0 inches between the edge of the pile and drilled hole.
 - iii. Compacted pea gravel material is allowed as backfill if the groundwater level is below the bottom of the drilled hole, the diameter of the hole is at least 12 inches greater than the diagonal width of the pile, and the pea gravel is placed in successive lifts of 8 inches or less in thickness and either consolidated by vibrating the pile or being dry rodded between each lift. The design passive resistance shall be based on the lesser of that derived from either the surrounding subsurface soils or the pea gravel. The pea gravel shall be assumed to have a friction angle no greater than 34 degrees.
 - iv. Temporary or permanent casing is used to support the sides of the drilled hole for holes drilled within 25 feet from centerline of track, or 2 times the hole diameter plus 15 feet from centerline of track, whichever is greater. The thickness and strength of the steel casing shall be sufficient to support the loads described in [Section 3.7](#), and shall be specified on the plans.
- j. Tieback & Soil Nail Anchor Rods
 - i. Soil Nails are defined as drilled-in ground anchors that require ground and wall movement to occur before fully utilized, and Tiebacks are defined as tie rods and drilled-in ground anchors that are prestressed after installation.

- ii. Tiebacks & Soil Nails are not approved to permanently retain Railroad embankment supporting tracks.
- iii. Tiebacks & Soil Nails installed below active tracks shall be cased during anchor installation.
- iv. Tiebacks & Soil Nails shall be installed a minimum of 6 feet below base of rail, unless comprised of fiberglass or fully removed after the shoring is no longer needed. Additionally, the upper surface of the grouted tieback or soil nail shall be no less than 3.5 feet below base of rail.
- v. Tiebacks & Soil Nails shall be designed for gravity placement of grout unless pressure grouting can be proven to not cause an unacceptable risk of track heave.
- vi. For shoring that will extend above existing grade, which will result in the shoring being backfilled with compacted fill, settlement of the backfill, and associated impacts to shoring and adjacent structures, shall be evaluated. If tieback tie rods will be installed within the compacted backfill, the tie rods shall be placed in the bottom of pipe sleeves that have sufficient diameter to prevent vertical loading on the tie rods from backfill settlement. The pipe sleeves shall also have sufficient strength to support overburden backfill and surcharge loads.
- vii. The contractor is responsible for providing an approved test method to verify the capacity of anchored or tieback systems. The manufacturers recommendations for testing must be satisfied. Systems which support the Railroad embankment will be considered high risk in determining the percentage of elements to be proof tested.
- viii. Cement-grouted anchors tiebacks shall be installed, tested and stressed in accordance with the project specifications, AREMA requirements, FHWA-IF-99-015, Geotechnical Engineering Circular 4, Ground Anchors and Anchored Systems.
- k. The proximity of existing structures shall be evaluated when determining shoring installation methods. Installation of shoring by vibratory or impact hammers has the potential to cause dynamically induced subsidence of existing structures and track. The Railroad may dictate shoring installation methods as required on a case by case basis.

3.2 INFORMATION REQUIRED

- a. Plans and calculations shall be submitted, signed and stamped by a Licensed Professional Engineer familiar with Railroad loadings and who is licensed in the state where the shoring system is intended for use. See [Section 3.9](#) for requirements on plan submittals. In addition to plans and calculations, the following information is also required.
- b. Field Survey
 - i. The field survey shall be referenced to the centerline of track(s) and top of rail elevations. Existing grades and alignment of tracks and roads shall be surveyed. The location of existing utilities shall also be determined.
- c. Drainage
 - i. The drainage pattern of the site before and after construction should be analyzed and adequate drainage provisions should be incorporated into the plans and specifications. Consideration should be given to groundwater seepage as well as surface drainage.
 - ii. Drainage provisions for backfill should be compatible with the assumed water conditions in design.
- d. Geotechnical Report – See [Section 3.5](#), Subsurface Characterization.
- e. Assumed Loading – See [Section 3.7](#), Applied Loads and Calculations.
- f. Structural Design Calculations – See [Section 3.8](#), Structural Design Calculations.

3.3 DESIGN PROCEDURE

- a. Shoring design should generally adhere to the following procedure:

Step 1) Determine proposed excavation location and depth.

Step 2) Establish subsurface and surface conditions at proposed shoring location. See [Section 3.5](#) for requirements.

Step 3) Select shoring type (see [Section 3.6](#))

Step 4) Determine Applied Loads

- Lateral Driving Pressures on back side of shoring, which would consist of the following:
 - Earth pressure (Active, At-Rest, Apparent) (see [Sections 3.7c.i, 3.7c.ii, and 3.7c.iii](#))
 - Surcharge pressures (see [Section 3.7c.iv](#))
 - Hydrostatic pressure (see [Section 3.7c.v](#))
- Lateral Resisting Pressures on the front side of shoring, which would consist of the following:
 - Passive earth pressure (see [Section 3.7d.i](#)).
 - Passive earth pressure reductions (e.g., seepage uplift) (see [Section 3.7d.ii](#))
 - Resisting loads from braces and tiebacks

Step 5) Perform Structural Design Calculations

- Perform stability analysis to establish the minimum embedment depth of shoring and anchor/brace loads (see [Section 3.8j](#)).
 - For complex shoring designs, perform global and basal heave stability analyses (see [Section 3.8j](#)).
- Verify deflection is within that allowable (see [Section 3.8k](#)).
- Verify strength of structural elements are not exceeded (see [Section 3.8i](#))

3.4 (Step 1) EXCAVATION LOCATION

- a. See [Figure 1, Section 3.1b](#) for excavation limits.
- b. Shoring systems should be located as far from the Railroad track and structures as possible.

3.5 (Step 2) SUBSURFACE CHARACTERIZATION

- a. Subsurface exploration.
- i. Sufficient borings shall be made along the length of the structure to determine, with a reasonable degree of certainty, the subsurface conditions. Irregularities found during the initial soil boring program may dictate that additional borings be performed.
 - ii. In general, borings should be performed within 50 feet of the planned location of shoring, or closer as necessary. If the planned shoring is longer than 250 feet in length, additional borings shall be performed along the length of the shoring on an average spacing of 250 feet.
 - iii. Borings shall be performed to a depth sufficient to fully characterize the soils adjacent to and below the proposed shoring.
 - iv. Unless otherwise stated in these guidelines, subsurface investigation shall also be made in accordance with the provisions of [AREMA, Vol. 2, Ch. 8, Part 22](#), Geotechnical Subsurface Investigation.
- b. Type of backfill and backfill properties.
- i. Backfill is defined as material behind the wall, whether undisturbed ground or compacted fill, that contributes to the pressure against the wall.

- ii. The compacted fill may be classified with reference to the soil types described in [AREMA Vol. 2, Ch. 8, Articles 5.2.5 and 5.3.2](#). However, the unit weight used in design shall be representative of the actual unit weight of the material as measured by laboratory testing.
- c. Backfill placement and compaction.
 - i. The compacted fill shall meet the latest version requirements of [Section 31 23 26 of the UPRR General Conditions and Specifications \(UPRR\)](#) or BNSF Standard Construction Specifications (BNSF).
 - ii. No dumping of backfill material shall be permitted in such a way that the successive layers slope downward toward the wall. The layers shall be horizontal or shall slope downward away from the wall.
 - iii. If the wall is not free to rotate (i.e., is anchored or braced) and achieve an active condition during compaction of the backfill, the induced earth pressure due to compaction shall be evaluated. The assumed earth pressure shall be no less than the at-rest earth pressure (see [Section 3.7c.ii](#)).
- d. Stress states and corresponding soil strength properties.
 - i. Saturated cohesive soils (clays and some silts) can reside in two different stress states while shoring is in service:
 - Undrained / Total Stress: A short-term condition where the undrained shear strength (S_u) of the soil should be used for analysis.
 - Drained / Effective Stress: A long-term condition where drained effective friction angle (ϕ') and effective cohesion (c') of the soil should be used for analysis.
 - ii. It is impossible to accurately predict how long saturated cohesive soils will remain in an undrained / total stress state before pore pressures dissipate and the soil achieves a drained / effective stress state. For this reason, the Undrained Cohesive soil state shall only control for design when it results in a higher factor of safety for the shoring design than that estimated for the Drained Cohesive soil state. This will generally only be the case when the cohesive soils are relatively soft.
 - iii. It is noted that cohesive soils can also reside in an “unsaturated” state, where the soil can be characterized by an unsaturated shear strength. The unsaturated shear strength of a cohesive soil can vary drastically as it's moisture content increases or decreases. Given the impossibility of predicting moisture content changes for soils exposed to weather and groundwater fluctuations, the unsaturated shear strength of the soil shall not be used for design.
 - iv. Saturated and unsaturated cohesionless soils (some silts, sands, and gravels) should be assumed to always reside in a drained / effective stress state.
- e. A Geotechnical Report summarizing the existing and proposed subsurface conditions shall be provided by a Licensed Professional Engineer. The Geotechnical Report shall include:
 - i. Boring location plan showing the location of each boring in relation to tracks and the proposed shoring.
 - ii. Boring logs that indicate the elevation and depth of each layer of soil encountered, USCS classification of each layer of soil, an indication of whether the soil is fill or natural soil, the depth/elevation of groundwater, results of in-situ testing, index properties of the soil layers as determined by laboratory testing (e.g., moisture, density, sand content, plasticity, unconfined strength, etc.)
 - iii. Results of all laboratory testing. Laboratory testing shall include at a minimum: moisture content, density, unconfined compression tests on clay/rock, and direct shear or triaxial compression testing on soils to determine the effective cohesion and internal angle of friction.

- iv. Recommended soil properties for the design of shoring for each layer of soil as follows:
 - Top/bottom elevation of soil layer
 - Moist (γ) and effective (γ') unit weight
 - Undrained shear strength (S_u) of cohesive soils
 - Effective cohesion (c') and friction angle (ϕ')
 - Active and passive earth pressure coefficients
 - Parameters for p-y curve generation, if necessary.
- v. If required, allowable bearing capacity for spread footings.
- vi. Compaction recommendations for backfill, optimum moisture content and maximum density of fill material, and design parameters for the compacted fill. See [Sections 3.5b and 3.5c](#).
- vii. Water table elevation to be assumed on both sides of the shoring system.
- viii. Dewatering recommendations, as needed, and proposed flownets or zones of groundwater influence.

3.6 (Step 3) SHORING TYPES

- a. Shoring/Trench Box is a prefabricated shoring system which is installed as the excavation progresses. This system is allowed in special applications only, typically where Railroad live load surcharge is not present unless it can be shown that the over excavation outside the box will be filled and compacted before the presence of Railroad live load.
- b. Anchored systems with tiebacks are discouraged, as the tiebacks will be an obstruction to future utility installations and may also damage existing utilities. If used, see Section 3.1.j for design requirements for tiebacks and soil nails.
- c. Sheet Pile Wall (Anchored) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded and the tensile resistance of tiebacks.
- d. Sheet Pile Wall (Cantilevered) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded. Cantilever sheet pile walls shall be used only in granular soils or stiff clays. The maximum height of wall above the excavation line shall be 10 feet in Zone A (see [Figure 1](#)) and 12 feet in Zone B.
- e. Soldier Pile with Lagging Wall (Anchored) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil/rock in which the soldier beam is embedded and from the tensile resistance of tiebacks. Soldier beams include steel H-piles, wide flange sections or other fabricated sections that are driven or set in drilled holes. Lagging refers to the members spanning between soldier beams.
- f. Soldier Pile with Lagging Wall (Cantilever) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil/rock in which the soldier beam is embedded. The maximum height of the wall above the excavation line shall be 8 feet for Zone A (see [Figure 1](#)) and 12 feet for Zone B.
- g. Braced Excavation is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the vertical members are embedded and from the structural capacity of the bracing members. For purposes of these guidelines, the vertical members of the braced excavation system include steel sheet piling or soldier beams comprised of steel H-piles, wide flange sections, or other fabricated sections that are driven or installed in drilled holes. Wales are horizontal structural members designed to transfer lateral loads from the vertical members to struts or rakers. Struts and rakers are structural compression members that support the lateral loads from the wales and transfer the load to either another side of a shored excavation (struts) or to a reaction pile/thrust block (raker).
- h. Cofferdam is an enclosed temporary structure used to keep water and soil out of an excavation for a permanent structure such as a bridge pier or abutment or similar structure. Cofferdams may be

constructed of timber, steel, concrete or a combination of these. These guidelines consider cofferdams primarily constructed with steel sheet piles.

3.7 (Step 4) APPLIED LOADS AND CALCULATIONS

- a. For shoring design submittal, all design criteria, temporary and permanent loading must be clearly stated in the design calculations and on the contract and record plans.
- b. Applied loading will consist of driving pressures/forces on the back of the shoring and resisting pressures/forces on the front of the shoring.
 - Driving pressure will generally consist of:
 - Active, At-Rest & Apparent pressures. ([Sections 3.7c.i, 3.7c.ii, 3.7c.iii](#))
 - Surcharge ([Section 3.7c.iv](#))
 - Hydrostatic pressures ([Section 3.7c.v](#)).
 - Resisting pressure will generally consist of:
 - Passive earth pressure (3.7d.i) and brace/tieback loading.
- c. **Driving Pressures/Loads:**
 - i. **Active Earth Pressure**
 - Use for cantilever walls and flexible walls with only one row of tiebacks/braces (i.e., flexible anchored bulkheads), if the minimum deflection criteria per AREMA Vol. 2, Ch. 8, Article 20.1.2.d is met. If the minimum deflection criteria for flexible anchored bulkheads is not met, use Apparent Earth Pressure for top-down shoring construction ([Section 3.7c.iii](#)), and At-Rest Earth Pressure for walls that are backfilled ([Section 3.7c.ii](#)).
 - The active earth pressure may be computed by the Rankine, Coulomb or Log-Spiral theories. The active earth pressure may also be based on general soil type per [AREMA Vol. 2, Ch. 8, Part 20, Table 8-20-3](#) as provided in the [Appendix](#).
 - For interface friction angles used for Coulomb and Log-Spiral theories, the interface friction angle shall not be greater than one-half of the effective friction angle of the soil, or that consistent with published values for specific types of soil in contact with either steel or concrete (e.g., **NAVFAC DM7.02, Chapter 3, Table 1**).
 - The backslope of the retained soil shall be considered when calculating the active earth pressure.
 - See [Section 3.5b](#). Subsurface Characterization, for further requirements for computing earth pressure from compacted backfill.

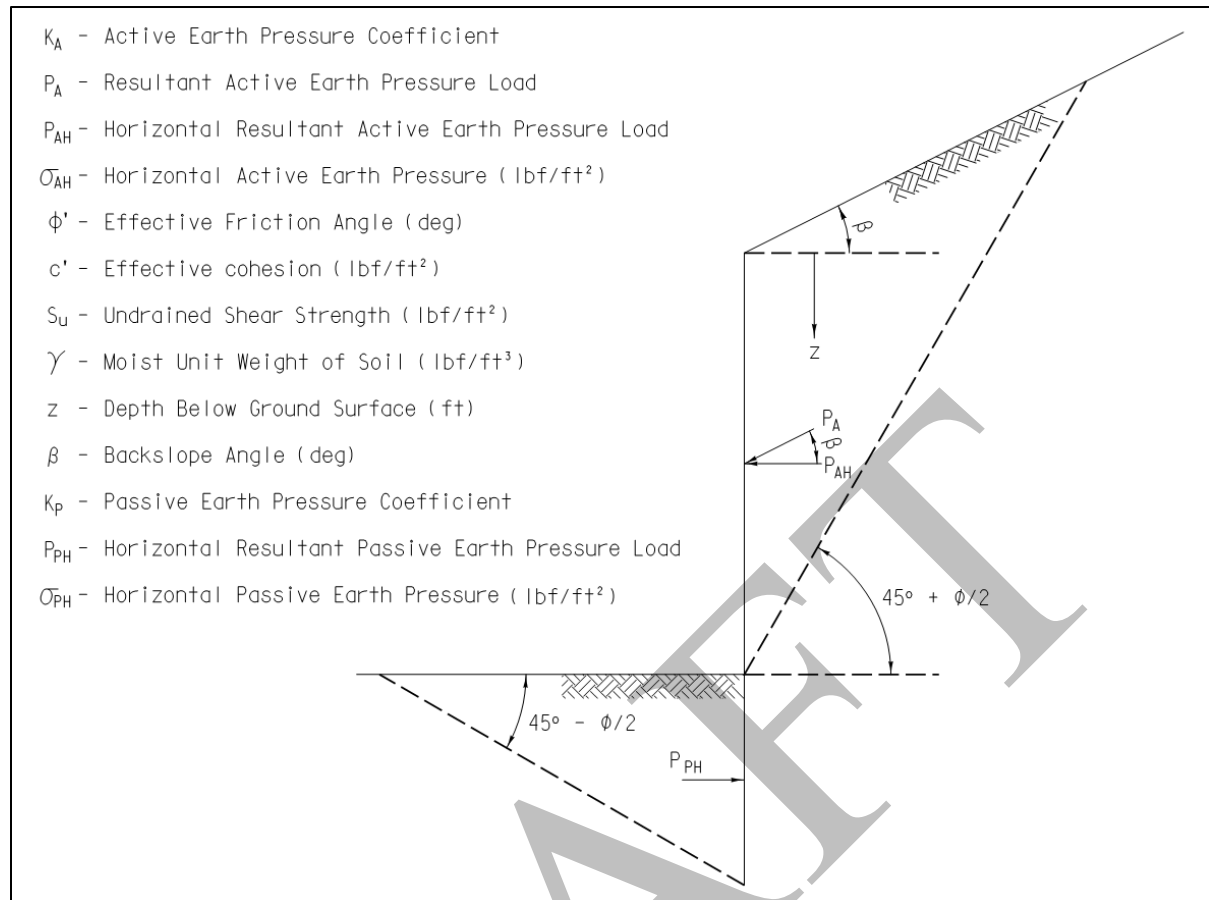


FIGURE 2

❖ NON-COHESIVE SOILS

Level Backslope (Rankine)

$$\sigma_{AH} = K_A \gamma z, \text{ where } K_A = \tan^2 \left(45 - \frac{\phi'}{2} \right)$$

Sloping Backslope (Rankine)

$$\sigma_{AH} = K_A \gamma z \cos \beta, \text{ where } K_A = \cos \beta \left(\frac{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right)$$

❖ COHESIVE SOILS & FRACTURED ROCK

Drained Cohesive & Fractured Rock - Level & Sloping Backslope (Rankine/Bell)

- Use these drained equations unless the undrained equations below result in greater earth pressures in the shoring design.

$$\sigma_{AH} = K_A \gamma z - 2c'\sqrt{K_A}$$

$$K_A = \tan^2 \left(45 - \frac{\phi'}{2} \right), \text{ For Level Backslope}$$

$$K_A = \cos \beta \left(\frac{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right), \text{ For Sloping Backslope}$$

- **Effective Cohesion Note:** Effective cohesion shall be assumed to be zero, unless local experience by a Licensed Geotechnical Engineer indicates the fully softened strength of the clay will have an effective cohesion greater than zero.
- **Fractured Rock Note:** The active earth pressure for fractured rock and intermediate geomaterials (e.g., weak shales, sandstone, etc.) shall be based on either the rock mass effective cohesion and friction angle, or mass shear strength. The mass strength parameters shall be determined using a methodology that accounts for rock type, intact strength, spacing and conditions of joints, rock quality designation (RQD), geological strength index (GSI), and/or rock mass rating (RMR).

Undrained Cohesive – Level Ground (Rankine/Bell)

- Only use undrained when it results in a higher earth pressure in the shoring design. Otherwise use the Drained equations above.
- Assumes $\phi=0$ and $c'=S_u$

$$\sigma_{AH} = \gamma z - 2S_u$$

or

$$\sigma_{AH} = K_A \gamma z, \text{ where } K_A = 1 - \frac{2S_u}{\gamma z}$$

Very Soft to Medium Clays/Silts

- Where the Stability Number $N_s = \gamma^*H/S_{ub}$ is greater than 4, active earth pressure shall be estimated as the greater of that determined using the equations above for drained (effective) and undrained (total stress) conditions, or the equations directly below. The factor of safety against basal heave shall also be analyzed per [Section 3.8j.ii3.8](#). For $N_s > 6$, the global stability of the shoring shall also be evaluated by a limit-equilibrium method of slices per [Section 3.8j.ii](#).

- For $4 < N_s < 5.14$, $K_A = 0.22$

- For $N_s > 5.14$ (Henkel, 1971), $K_A = 1 - \frac{4S_u}{\gamma H} + 2\sqrt{2} \frac{d}{H} \left(1 - \frac{5.14S_{ub}}{\gamma H}\right) \geq 0.22$

Where:

S_u = Undrained strength of retained soil (lb/ft²)

S_{ub} = Undrained strength of soil below excavation base (lb/ft²)

γ = Total unit weight of retained soil (lb/ft³)

H = Total excavation depth (ft)

d = Depth of potential base failure surface below base of excavation (ft)

(The lesser of either the thickness of soft to medium stiff clay below the bottom of excavation, or the width of the excavation divided by the square root of 2. See [Figure 3](#) below.)

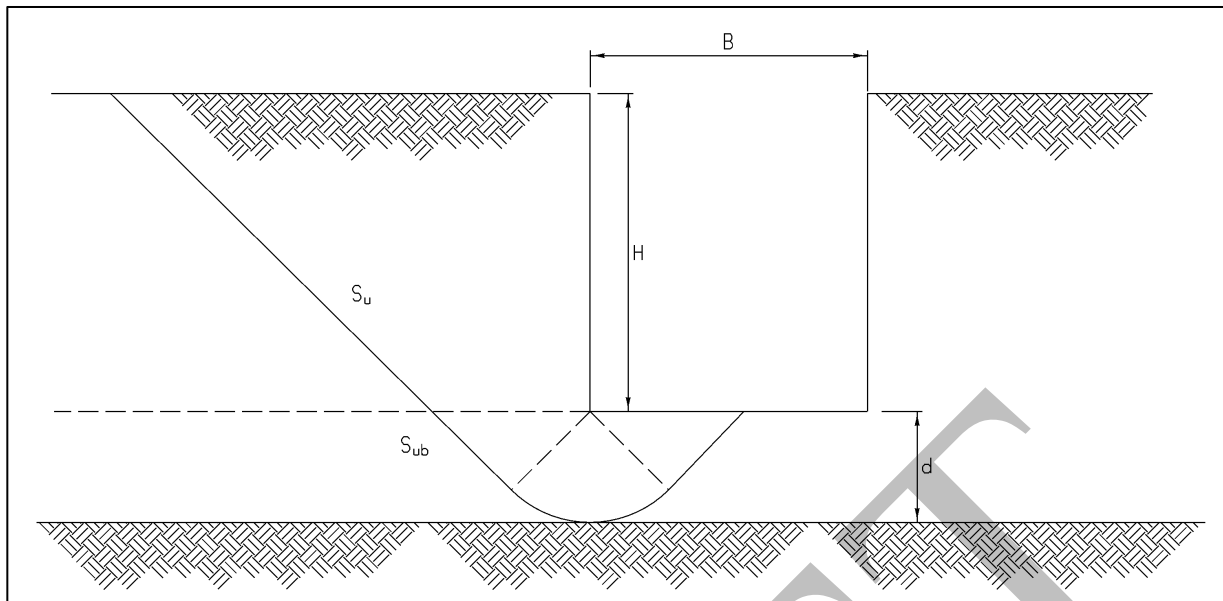


FIGURE 3

ii. At-Rest Earth Pressure.

- Used for rigid walls (e.g., reinforced concrete walls) that deflect less than that indicated in [Table 1](#).

Table 1 - When to Use At-Rest Earth Pressure

Type of Backfill	Wall Deflection / Wall Height
Dense sand	0.001
Medium dense sand	0.002
Loose sand	0.004
Compacted Silt	0.002
Compacted lean clay	0.010
Compacted fat clay	0.010

(Clough & Duncan, 1991)

- At-Rest earth pressure shall also be used for walls that are restrained above the dredge line by braces/tiebacks and are backfilled with compacted fill. See also [Section 3.8j.ii](#).
- At-Rest earth pressure shall be calculated as follows:

Level Ground

$$\sigma_{0H} = K_0 \gamma z, \text{ where } K_0 = (1 - \sin \phi') OCR^{(\sin \phi')}$$

Sloping Backslope

$$\sigma_{0H} = K_0 \gamma z (1 + \sin \beta)$$

Where:

σ_{0H} – Horizontal At-Rest Earth Pressure (lb/ft²)

K_0 – At-Rest Earth Pressure Coefficient

ϕ' – Effective Friction Angle (deg)

OCR – Over-Consolidation Ratio

β – Backslope Angle (deg)

iii. Apparent Earth Pressure

- Use for braced excavations with single or multiple levels of braces/tiebacks.
- Use equations determined per [AREMA Vol. 2, Ch. 8, Article 28.5.4.1](#) or [FHWA-IF-99-015, Sections 5.2.4](#) (sands), [5.2.5](#) (stiff to hard clays) and [5.2.6](#) (soft to medium clays).
- For braced excavations that bottom out in very soft to medium stiff clays/silts, where the Stability Number $N_s = \gamma H / S_{ub}$ is greater than 4, the requirements of [Section 3.7c.i](#) for very soft to medium clays shall also apply if they control for design.

iv. Surcharge Loads

- Loads include but are not limited to: Railroad vertical and centrifugal loading, railroad service vehicles (HS-20 truck), roadway loading, fills placed above the top of shoring, construction equipment, crane pads, future grading and paving, structures, material storage piles, and snow.
- Dead load assumptions to be used for design:
 - Spoil pile: must be included assuming a minimum height of two feet of soil adjacent to the excavation.
 - Track: use 200 lbs/linear-ft for rails, inside guardrails and fasteners.
 - Roadbed: ballast, including track ties, use 120 lbs per cubic foot.
- For specific applications of the Cooper E80 live load, refer to in [Appendix 5.1](#), which illustrates Live Load Pressure Due to Cooper E80.
- Additional analysis for centrifugal force calculations as described in [AREMA Vol. 2, Ch. 15, Article 1.3.6](#). Centrifugal Loads are required where shoring is located along the outer side of curved track and track curvature exceeds three degrees.
- Lateral pressure from to infinite and uniform surcharge load.
 - The surcharge can effectively be treated as another soil layer, whereby the vertical surcharge pressure is multiplied by the active or at-rest earth pressure coefficient as shown below:

$$\sigma_{UA} = K_A q \quad \text{or} \quad \sigma_{U0} = K_0 q$$

Where:

σ_{UA} – Uniform lateral surcharge pressure for active condition (lb/ft²)

σ_{U0} – Uniform lateral surcharge pressure for at-rest condition (lb/ft²)

K_A - Active earth pressure coefficient

K_0 – At-rest earth pressure coefficient

q - Uniform surcharge load (lb/ft²)

- Lateral pressure from to point, line, uniform strip, and rectangular-area surcharge loads.
 - Equations shall be based on Boussinesq theory (i.e., elastic theory) and a rigid wall condition.
 - For point loads, see **AREMA, Vol. 2 , Ch. 8, Article 20.3.2.4.**
 - For line loads, see **AREMA, Vol. 2 , Ch. 8, Article 20.3.2.3.**
 - For rectangular loads, see **NAVFAC DM7.02, Figure 11.**
 - For uniform strip loads, see Case I (Cooper E80 loading parallel to walls) in [Appendix 5.1](#), or **AREMA, Vol. 2 , Ch. 8, Article 20.3.2.2.**
- Trial Wedge method per [AREMA, Vol. 2 , Ch. 8, Article C5.3.2.II](#) may also be used.

v. **Hydrostatic Pressure Due to Unbalanced Groundwater Levels.**

- Hydrostatic pressure shall be assumed on secant/tangent pile and sheet pile shoring if the base of the excavation extends below the water table and no drainage system is installed behind the shoring.
- Weep holes are not considered an effective drainage system, unless the soil behind the shoring above the dredge line is uniformly free-draining granular material.

d. **Resisting Pressures/Loads:**

i. **Passive earth pressure**

- The passive earth pressure, P_p , below the excavation line may be computed by Rankine or Log-Spiral theories, but not the Coulomb theory.
- For Log-Spiral theory, the interface friction angle shall not be greater than one-half of the effective friction angle of the soil, or that consistent with published values for specific types of soil in contact with either steel or concrete.
- The passive earth pressure for cohesionless soils (sands, gravels and some silts), uncontrolled fill, and mixed layers of cohesive and cohesionless soil shall be calculated based on the effective friction angle of the soil.
- The passive earth pressure for cohesive (clay and some silts) soils and controlled backfill shall be calculated for the effective stress condition (see [Section 3.5d.i](#) for definition), unless the resulting earth pressure for the total stress condition (i.e., S_u) is less.
- For conditions where the slope in front of the shoring slopes down and away from the wall, the slope in front of the wall shall be considered when calculating passive pressure. If the ground in front of the shoring slopes upwards away from the wall, the ground level shall be assumed to be level for analysis.
- For reference, Rankine equations are provided below:

K_p – Passive Earth Pressure Coefficient

σ_{PH} – Horizontal Passive Earth Pressure (lbf/ft²)

ϕ' – Effective Friction Angle (deg)

c' – Effective cohesion (lbf/ft²)

S_u – Undrained Shear Strength (lbf/ft²)

γ – Moist Unit Weight of Soil (lbf/ft³)

z – Depth Below Ground Surface (ft)

β – Front Slope Angle (deg)

NON-COHESIVE SOILS

Level Frontslope (Rankine)

$$\sigma_{PH} = K_p \gamma z, \text{ where } K_p = \tan^2 \left(45 + \frac{\phi'}{2} \right)$$

Sloping Frontslope (Rankine)

- Use only if ground is sloping down and away from shoring (i.e., β is negative)

$$\sigma_{PH} = K_p \gamma z \cos \beta, \text{ where } K_p = \cos \beta \left(\frac{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right)$$

COHESIVE SOILS & FRACTURED ROCK

Drained Cohesive & Fractured Rock - Level & Sloping Backslope (Bell's)

$$\sigma_{PH} = K_P \gamma z + 2c' \sqrt{K_P}$$

$$K_P = \tan^2 \left(45 + \frac{\phi'}{2} \right), \text{ For Level Frontslope}$$

$$K_P = \cos \beta \left(\frac{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right), \text{ For Sloping Frontslope}$$

- Effective cohesion shall be assumed to be zero unless local experience by a Licensed Geotechnical Engineer indicates the fully softened strength of the clay will have an effective cohesion greater than zero.
- The passive resistance for fractured rock and intermediate geomaterials (e.g., weak shales, sandstone, etc.) shall be based on either the rock mass effective cohesion and friction angle, or mass shear strength. The mass strength parameters shall be determined using a methodology that accounts for rock type, intact strength, spacing and conditions of joints, rock quality designation (RQD), geological strength index (GSI), and/or rock mass rating (RMR).

Undrained Cohesive – Level Ground (Rankine/Bell)

- Only use undrained when it results in a lower earth pressure in the shoring design. Otherwise use Drained equations above.
- Assumes $\phi=0$ and $c'=S_u$

$$\sigma_{PH} = \gamma z + 2S_u$$

or

$$\sigma_{PH} = K_P \gamma z \text{ where } K_P = 1 + \frac{2S_u}{\gamma z}$$

- For soldier pile walls, the upper 1.5 pile/shaft diameters of passive resistance in soil below the excavation line shall be ignored per [AREMA, Vol. 2, Ch. 8, Article 28.5.3.2.a](#).
 - Allowable arching factors for soldier pile walls shall comply with [AREMA, Vol. 2, Ch. 8, Article 28.5.3.2.a](#).
 - As noted in [Section 3.1i.ii](#) above, the width of the drilled hole for a soldier pile shall not be assumed to provide passive resistance unless the concrete backfill has a minimum compressive strength of 3,000 psi, and a minimum coverage of at least 3.0 inches between the edge of the pile and drilled hole.
 - P-y curve methods shall use a P-multiplier less than 1 to account for group effects on sheet and soldier pile walls when piles are spaced less than 3.5D apart on center, and for slopes in front of the wall.
- ii. Seepage pressures on bulkheads and cofferdams.
- Where the imbalance of water levels results in water seeping under the bottom of shoring and upward into the excavation, the seepage pressures on the wall and base of excavation shall be based on flownet or equivalent analyses, and the passive resistance reduced accordingly. See [AREMA, Vol. 2, Ch. 8, Article 20.3.5](#) or FHWA-IF-99-015 Section 5.2.9 for further detail.

3.8 (Step 5) STRUCTURAL DESIGN CALCULATIONS

- a. Temporary shoring is defined by [AREMA, Vol. 2, Ch. 8, Article 28.1.1](#), and is anticipated to be in service for not more than an 18-month period. Earth retention structures that are anticipated to be in service for more than 18 months shall be designed per AREMA as permanent structures.
- b. Calculations shall be performed for each stage of construction, when one or more rows of braces/tiebacks are being implemented. The calculations shall be performed for each stage of excavation before the braces/tiebacks are installed for that stage.
- c. Calculations shall be performed by one of two methods:
 1. Classical Method: A sum of forces and moments analysis whereby driving and resisting pressures are balanced. Driving pressures are applied from the top to the bottom of the back side of the shoring. For braced excavations, Apparent earth pressure will be applied from the top down to the excavation line, and below the excavation line, Active earth pressure will be applied down to the bottom of the shoring on the back side of the shoring. Resisting pressures/forces are applied from the excavation line to the bottom of the front side of the shoring. To achieve an acceptable factor of safety for embedment, the passive resistance will be reduced as required in [Section 3.8j.i](#). It is noted that all AREMA requirements are based on an assumption that the Classical Method will be used for design.
 2. P-y Method: A force-deflection analysis (i.e., Winkler beam analysis) whereby the soil below the excavation line on both sides of the shoring is characterized as springs. Driving earth pressures are generally only applied above the excavation line. However, surcharge loads are generally applied to the bottom of the shoring elements. Minimum embedment is based on the base of the shoring reaching fixity as required in [Section 3.8j.i](#).
- d. Calculations shall be in English units. If Metric units are used, all controlling dimensions, elevations, design criteria assumptions, and material stresses shall be expressed in dual units, with English units to be in parentheses.
- e. List all assumptions used to design the temporary shoring system, and provide references for equations, tables, figures, and design criteria obtained from design manuals and guidelines.
- f. Computerized calculations and programs must clearly indicate the input and output data. List all equations used in determining the output.
- g. Example calculations with values must be provided to support computerized output and match the calculated computer result.
- h. Provide a simple free body diagram showing all controlling dimensions and applied loads on the temporary shoring system.
- i. Documents and manufacturer's recommendations which support the design assumptions must be included with the calculations.
- j. Embedment depth and stability.
 - i. The minimum depth of embedment is that required to balance driving and resisting pressures/loads.
 - The minimum factor of safety for balancing active and passive pressures shall be 1.5 (See [AREMA, Vol. 2, Ch. 8, Article 20.5.1.a](#)). The factor of safety is achieved by reducing the passive earth pressure resistance by a factor of 0.67. A calculated factor of safety based on shallow penetration into strong soil layer is not acceptable.
 - Note, some commercially available software packages add ~ 30% length to the embedment computed for moment equilibrium in order to achieve force equilibrium. This additional length added by the software is not the required factor of safety noted above. Additional embedment, beyond the 30% added by the software package, is required to achieve the specified factor of safety.

- The minimum embedment for p-y methods shall be based on both the shoring meeting the deflection limit criteria in [Table 2](#) over the full height of the shoring, and a moment reversal (i.e., moment diagram passes through zero twice) being achieved below the excavation line.
- ii. In special circumstances, as indicated in these guidelines, minimum embedment might also be controlled by basal heave or global stability.
 - The minimum factor of safety against basal heave shall be 1.5 for temporary structures. See FHWA-IF-99-015, Section 5.8.2 for further details on methodology.
 - The minimum factor of safety for global stability shall be 1.3 when using a limit-equilibrium method of slices. (See AREMA, Vol. 2, Ch. 8, Article 20.4.1.c). The global stability analyses shall consider failure surfaces that pass both below and through non-continuous shoring (e.g., soldier piles) located below the dredge line, as well as both through and behind wall anchors. See FHWA IF-99-015, Section 5.7.3 for further details on methodology.
 - Global stability shall also be analyzed for slopes steeper than 2(H):1(V) that are above, adjacent or below shoring.
- iii. Multiple tiers of shoring should not be used if the active wedge of the lower wall overlies the passive wedge of the upper wall.
 - If there is active/passive overlap between tiers of shoring, or the shoring will be supporting an existing retaining wall, the effect of loading of the upper wall/shoring on the lower wall shall be evaluated. This will require estimating the bearing, sliding and/or passive resistance demand of the upper wall, and applying those demands in part or fully to the lower wall. In addition, any loading in front of or behind the upper wall that is not fully supported by the wall, would also need to be applied to the shoring. Lastly, a global stability analysis per [Section 3.8j.ii](#) shall be performed to determine the external stability of the multi-tiered wall/shoring system.
- k. **Deflection limits.**
 - i. Calculated total deflections of any part of the temporary shoring system and top of rail elevation shall not exceed the criteria outlined in [Table 2](#) Deflection Criteria. Include the accumulated elastic deflection of all of the wall elements (piles, anchors, lagging, walers, strut/raker restraints, etc.), as well as the deflection due to the passive deflection of the resisting soil mass.

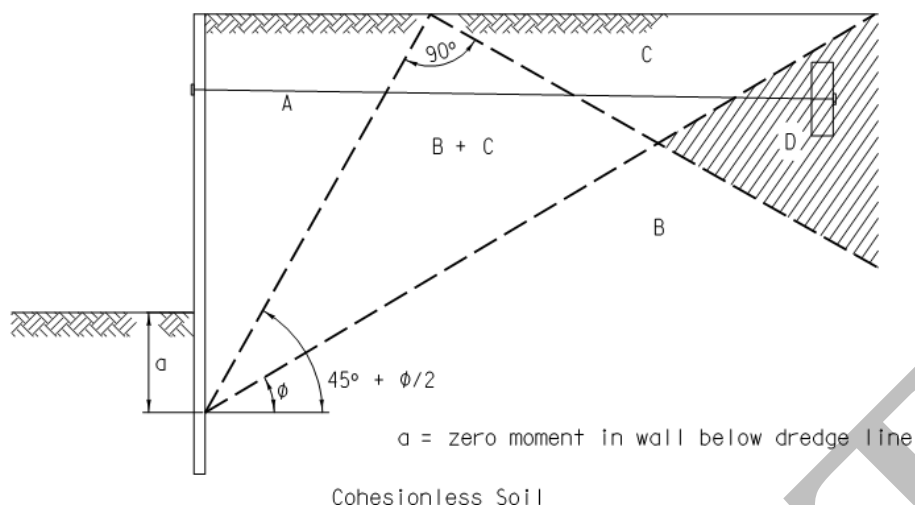
Table 2 - Deflection Criteria

Horizontal distance from shoring to track C/L measured at a right angle from track	Maximum horizontal movement of shoring system	Maximum acceptable horizontal or vertical movement of rail
$15' < S < 18'$	3/8"	1/4"
$18' < S < 25'$	1/2"	1/4"
$S > 25'$	1% of shoring height above excavation line	-

- ii. Braced excavations should be designed for conditions in which the ground surface on all sides is relatively uniform in elevation. If the ground surface elevation varies significantly from one side of the excavation to the other, the deflection of the higher braced shoring towards the side with lower braced shoring shall be evaluated. This analysis would approximate that required for shoring supported by rakers, where the lower shoring acts as the raker thrust block, such that the passive deflection of the lower shoring is added to the higher shoring deflection and the resulting sum is verified to not exceed the deflection criteria in [Table 2](#).

I. Strength design.

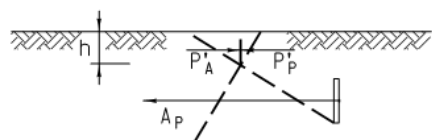
- i. Shall be performed using the Service Load Design method. Allowable Stresses based on AREMA requirements are as follows:
 - Structural Steel Allowable Stress: See [AREMA, Vol. 2, Ch. 15, Section 1.4, Table 15-1-11](#) For common shoring components, generally 0.55 of the yield strength of the steel.
 - Sheet Pile Sections: 2/3 of yield strength for steel. ([AREMA, Vol. 2, Ch. 8, Article 20.5.7](#))
 - Concrete: 1/3 of Compressive strength. ([AREMA, Vol. 2, Ch. 8, Article 20.5.7](#))
 - Anchor Rods: 1/2 of yield strength for steel. ([AREMA, Vol. 2, Ch. 8, Article 20.5.7](#))
- ii. AISC allowances for increasing allowable stress due to temporary loading conditions are not acceptable.
- iii. Structures and structural members shall be designed to have design strengths at all sections at least equal to the required strengths calculated for the loads and forces in such combinations as stipulated in [AREMA, Vol. 2, Ch. 8, Article 2.2.4b](#), which represents various combinations of loads and forces to which a structure may be subjected. Each part of the structure shall be proportioned for the group loads that are applicable, and the maximum design required shall be used.
- iv. In braced excavations, the connections between struts and wales shall be designed to resist both axial demands as well as the vertical demands from the self-weight of the members and any incidental vertical loads applied during construction.
- v. Stiffeners shall be provided at points of bearing concentrated load. (See [AREMA Vol. 2, Ch.15, Article 1.7.7](#)).
- m. Gravity type temporary shoring systems must also be analyzed for settlement, overturning, sliding, bearing capacity per [AREMA, Vol. 2, Ch. 8, Part 5](#), and global stability per the requirements in [Section 3.8j.ii](#).
- n. Anchor blocks and deadman for tiebacks shall be designed for a safety factor of 2.0, where safety factor is derived as the ratio of the net passive resistance (passive earth pressure minus active earth pressure) on the anchor block to the load on tie rod. To utilize the full allowable anchor capacity, the minimum length of the tie rod shall be as shown in [Figure 4](#). If site constraints prevent the minimum length of tie rods from being implemented, the anchor capacity shall be reduced as Indicated in [Figure 4](#). For deriving anchor block capacity where minimum tie rod length is achieved, NAVFAC DM7.02 or CalTrans 2011 may be referenced.
- i. For sheet and soldier pile deadman, p-y methods may be used. The sum of the estimated deflection of the deadman pile and shoring shall be less than that indicated in [Section 3.8k](#).



For Cohesionless soils, anchor resistance in each zone is as follows:

A - No Anchor resistance available

B - Anchor block resistance is reduced by $P'_p - P'_A$



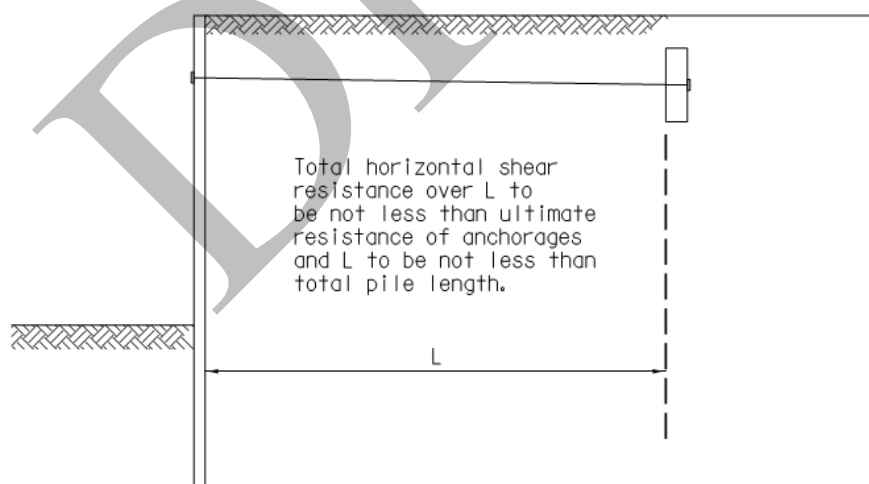
$$P'_p = \frac{1}{2} h^2 \gamma \tan^2 \left(45^\circ + \frac{\phi}{2} \right)$$

$$P'_A = \frac{1}{2} h^2 \gamma \tan^2 \left(45^\circ - \frac{\phi}{2} \right)$$

C - Anchor block achieves full resistance but pressure is increased on the wall by ΔP_p .
(See ΔP_p force diagram in Theoretical Soil Mechanics, pgs. 232-233 or NAVFAC DM7.02, Figure 20)

B + C - Anchor block resistance is reduced by $P'_p - P'_A$ and pressure is increased on the wall by ΔP_p .

D - Anchor block achieves full resistance without adding additional load to the wall



Cohesive Soil or Stratum of Cohesive Extending Below Anchor to Wall (Dismuke, 1991)

FIGURE 4

3.9 DESIGN PLAN REQUIREMENTS

- a. Shoring design plans shall be in English units. If Metric units are used, all controlling dimensions, elevations, design criteria assumptions, and material stresses shall be expressed in dual units, with English units to be in parentheses. The shoring plans must completely identify the site constraints and the shoring system, and must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed. Use the design templates provided in the appendix as an example to show the required information, specifications and drawings. The specific requirements of the plan submittals are as follows:

i. **General plan view should show:**

- Railroad Right-of-Way and North arrow.
- Position of all railroad tracks and identify each track as mainline, siding, spur, etc.
- Spacing between all existing tracks.
- Location of all access roadways, drainage ditches and direction of flow.
- Contours of existing grade elevations.
- Footprint of proposed structure, proposed shoring system and any existing structures if applicable.
- Proposed horizontal construction clearances. The minimum allowable is 15 feet measured at a right angle from centerline of track. In curved track the temporary horizontal construction clearances shall increase either 6 inches total or 1.5 inches for every degree of curve, whichever is greater, per [Section 4.4.1.2 of the BNSF-UPRR Guidelines for Railroad Grade Separation Projects](#).
- Location of existing and proposed utilities.
- Location of soil borings used for design.
- Specifications for all elements of the proposed shoring.
- Detailed view of shoring along with controlling elevations and dimensions.

ii. **Typical sections and elevations perpendicular to adjacent track alignment should show:**

- Top of rail and/or top of tie elevations for all tracks.
- Offset from the outside face of shoring system to the centerline of all tracks at all changes in horizontal alignment.
- All structural components, controlling elevations and dimensions of shoring system.
- All drainage ditches and controlling dimensions.
- All slopes, existing structures and other facilities which may surcharge the shoring system.
- Location of all existing and proposed utilities.
- Total depth of shoring system.

- For shoring with tiebacks/bracing, elevations for each temporary stage of shoring construction.
- The assumed groundwater elevation.
- The extent of the Zone A envelope as it overlies the proposed shoring.

iii. **General notes**

- Design loads to be based on the AREMA manual and Cooper E80 loading.
- Pressure due to embankment surcharges.
- ASTM designation and yield strength for each material.
- Maximum allowable bending stress for structural steel is $0.55F_y$.
- Temporary overstress allowances are not acceptable.
- All timber members shall be Douglas Fir grade 2 or better.
- In-situ soil classification.
- Backfill soil classification.
- Soil properties used for design.
- Active and passive soil coefficients.
- Fill and backfill compaction criteria.
- Slopes without shoring shall not be steeper than 2 horizontal to 1 vertical.
- Dredge line elevation.
- Shoring deflection to be calculated and meet Railroad requirements.
- Rail, ground and shoring movement monitoring requirements.

iv. **Miscellaneous:**

- Project name, location, GPS coordinates, track owner, railroad line segment, milepost and subdivision in the title block.
- A detailed construction sequence outlining the installation and removal of the temporary shoring system.
- A description of the tieback installation including

- drilling, casing, grouting, stressing information and testing procedures, anchor capacity, type of tendon, anchorage hardware, minimum unbonded lengths, minimum anchor lengths, angle of installation, tieback locations, spacing, and distance below bottom of tie.
- All details for construction of drainage facilities associated with the shoring system shall be clearly indicated.
- Details and descriptions of all shoring system members and connection details.
- Handrail and protective fence details along the excavation.
- Railroad and other "CALL BEFORE YOU DIG" numbers and web sites
- Construction clearance diagram.

4. DEFINITIONS

Access Road:

A road used and controlled by the Railroad for maintenance, inspection and repair.

Applicant:

Any party proposing a temporary retaining structure project on Railroad Right-of-Way or other Railroad operating location, regardless of track being active or out of service. Includes all agents working on behalf of the Applicant.

AREMA:

The current edition of the American Railway Engineering and Maintenance-of-Way Association Manual for Railway Engineering.

AASHTO:

The current edition of the American Association of State Highway and Transportation Officials Standard Specifications for Highway Bridges.

BNSF:

Burlington Northern Santa Fe Railway

C & M Agreement:

A Construction and Maintenance Agreement that has been negotiated between the Railroad and the Applicant that addresses all the duties and responsibilities of each party regarding the construction of the proposed grade separation and the maintenance requirements after construction of the said structure.

Construction Documents:

Design plans and calculations, project and/or standard specifications, geotechnical report and drainage report.

Construction Window:

A timeframe in which construction or maintenance can be performed by the Contractor with the required presence of a Flagman.

Contractor:

The individual, partnership, corporation or joint venture and all principals and representatives (including Applicant's subcontractors) with whom the contract is made by the Applicant for the construction of the Grade Separation Project.

Crossover:

A track connection which allows trains and on-track equipment to cross from one track to another.

Engineer-of-Record:

The licensed Professional Engineer that develops the criteria and concept for the project and is responsible for the preparation of the Plans and Specifications.

Final Plans:

100% plans signed & stamped by the Engineer-of-Record.

Flagman:

A qualified employee of the Railroad providing protection to and from Railroad operations per Railroad requirements.

Guidelines:

Information contained in this document or referenced in AREMA or AASHTO.

Grade Separation Project:

A project that includes an Overhead or Underpass Structure that crosses the Railroad Right-of-Way or other Railroad operating location regardless of track status being active or out of service.

Main Track:

A principle track, designated by Timetable or special instructions, upon which train movements are generally authorized and controlled by the train dispatcher. Main Track must not be occupied without proper authority.

Multiple Main Tracks:

Two or more parallel or adjacent Main Tracks.

Overhead Structure:

A Roadway and/or Trail Structure over the Railroad Right-of-Way.

Railroad Local Representative / Railroad Representative:

The individual designated by the Railroad as the primary point of contact for the project.

Railroad:

Refers to BNSF Railway and/or Union Pacific Railroad.

Railroad Track Maintenance Representative (UPRR=MTM, BNSF=RDM):

Railroad representative responsible for maintenance of the track and supporting subgrade.

Railroad Right-of-Entry Agreement:

An agreement between the Railroad and an Applicant or a Contractor allowing access to Railroad property.

Railroad Right-of-Way:

The limits of property owned, controlled and/or operated upon by the Railroad.

Shoofly:

A temporary track built to bypass an obstruction or construction site.

Siding:

A track connected to the Main Track used for storing or passing trains.

Timetable:

A Railroad publication with instructions on train, engine or equipment movement. It also contains other essential Railroad information.

Trail:

A pathway impacting Railroad Right-of-Way or other Railroad operating locations regardless of track status being active or out of service. This includes pedestrian, bicycle, approved motorized recreational equipment and equestrian uses.

Underpass Structure:

Railroad Structure over a Roadway and/or Trail.

UPRR:

Union Pacific Railroad

Yard:

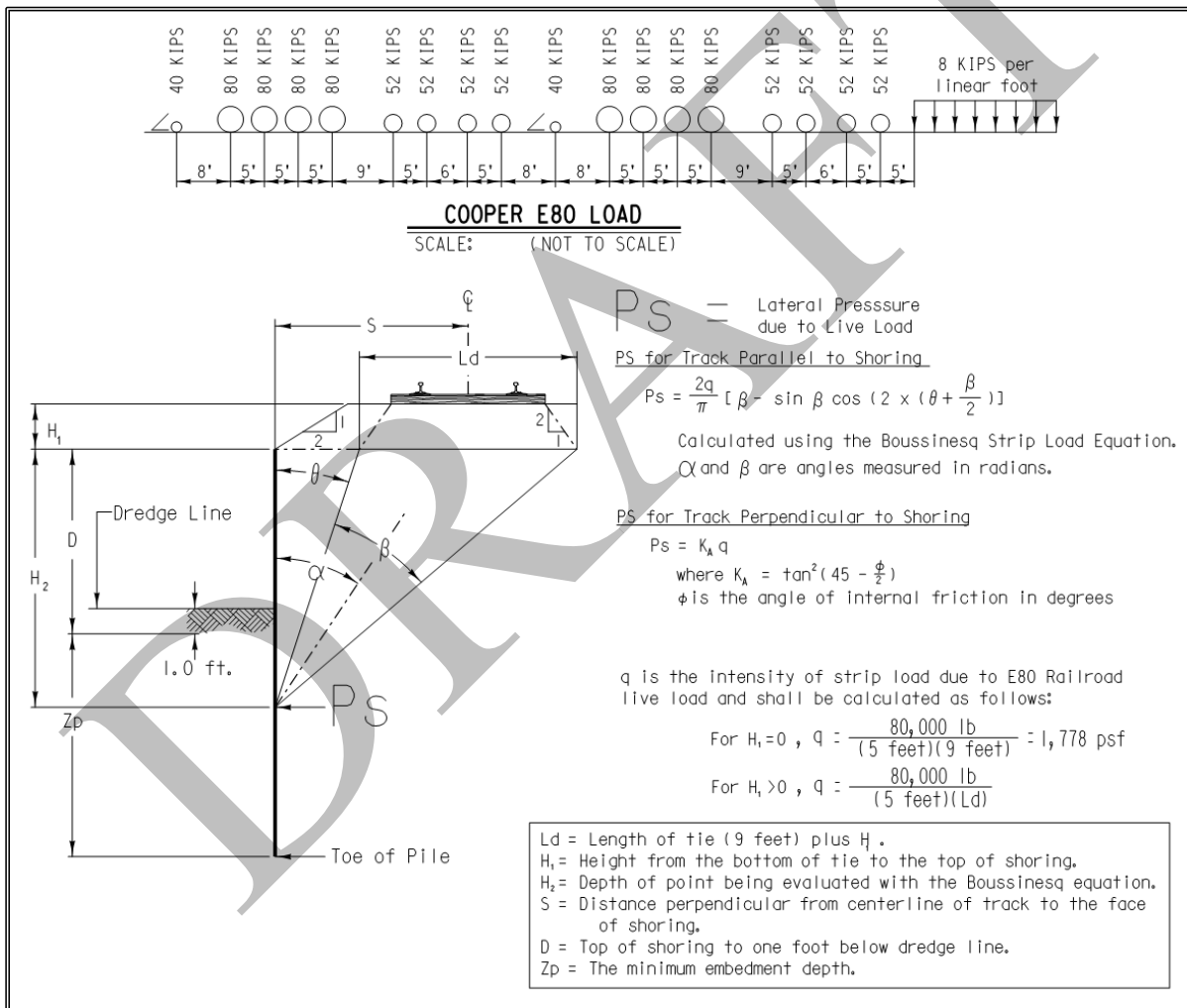
A system of tracks of defined limits, other than main tracks and sidings, for storing and sorting cars and other purposes.

Yard Limits:

A portion of main track designated by "yard limit" signs and included in the timetable special instructions or a track bulletin.

5. APPENDIX

5.1 LIVE LOAD PRESSURE DUE TO COOPER E80 LOADING

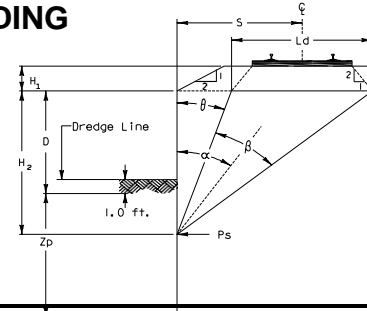


5.2 CHART – LIVE LOAD PRESSURE DUE TO E80 LOADING

This chart identifies the active pressure and resulting forces due to E80 liveload.

1. Select distance S from track centerline to face of shoring.
2. Select depth H_2 below base of tie.
3. Read P_s , M, R and \bar{z} from the table.
4. Use the procedure outlined in the sample problem to determine values at non-tabulated points.

$$P_s = \frac{2q}{\pi} [\beta - \sin \beta \cos(2\alpha)] \quad \text{where } q = 1778 \text{ psf}$$



Boussinesq surcharge pressure E80 live load for $H_1=0$

Depth below top of shoring H_2 (ft)	Variables	Horizontal distance (S) from shoring to track CL measured at a right angle of Pile									
		12	14	16	18	20	22	24	26	28	30
2	Ps (psf)	305	220	166	130	105	86	72	61	53	46
	α (radians)	1.38	1.41	1.44	1.45	1.47	1.48	1.48	1.49	1.50	1.50
	β (radians)	0.14	0.10	0.07	0.06	0.05	0.04	0.03	0.03	0.02	0.02
	\bar{z} (ft)	1.32	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33
	M (ft-lbs/ft)	215	152	114	89	71	58	49	41	36	31
	R (lbs/ft)	317	226	170	132	106	87	73	62	53	46
4	Ps (psf)	496	381	299	240	197	164	138	118	102	89
	α (radians)	1.21	1.27	1.31	1.34	1.36	1.38	1.40	1.41	1.43	1.44
	β (radians)	0.25	0.19	0.14	0.11	0.09	0.07	0.06	0.05	0.05	0.04
	\bar{z} (ft)	2.59	2.61	2.63	2.64	2.64	2.65	2.65	2.65	2.65	2.66
	M (ft-lbs/ft)	1,609	1,165	882	692	557	459	384	327	281	244
	R (lbs/ft)	1,141	840	643	508	411	339	285	242	209	182
6	Ps (psf)	558	461	381	317	266	225	193	167	146	128
	α (radians)	1.06	1.13	1.19	1.23	1.27	1.29	1.32	1.34	1.35	1.37
	β (radians)	0.33	0.25	0.20	0.16	0.13	0.11	0.09	0.08	0.07	0.06
	\bar{z} (ft)	3.77	3.83	3.88	3.90	3.92	3.94	3.95	3.96	3.96	3.97
	M (ft-lbs/ft)	4,944	3,674	2,830	2,244	1,822	1,508	1,269	1,082	933	813
	R (lbs/ft)	2,214	1,696	1,332	1,070	877	731	618	529	458	400
8	Ps (psf)	535	476	414	358	309	268	234	205	181	160
	α (radians)	0.94	1.02	1.08	1.13	1.17	1.21	1.24	1.26	1.29	1.30
	β (radians)	0.37	0.29	0.24	0.19	0.16	0.14	0.12	0.10	0.09	0.08
	\bar{z} (ft)	4.84	4.97	5.06	5.11	5.16	5.19	5.21	5.23	5.24	5.26
	M (ft-lbs/ft)	10,481	8,006	6,286	5,051	4,141	3,452	2,920	2,501	2,165	1,892
	R (lbs/ft)	3,316	2,641	2,134	1,751	1,456	1,228	1,047	903	786	689
10	Ps (psf)	474	449	411	370	329	293	260	232	207	186
	α (radians)	0.83	0.92	0.99	1.04	1.09	1.13	1.17	1.19	1.22	1.24
	β (radians)	0.38	0.32	0.26	0.22	0.19	0.16	0.14	0.12	0.10	0.09
	\bar{z} (ft)	5.81	6.02	6.16	6.26	6.34	6.39	6.44	6.47	6.50	6.52
	M (ft-lbs/ft)	18,145	14,227	11,385	9,280	7,689	6,463	5,502	4,736	4,117	3,610
	R (lbs/ft)	4,328	3,571	2,964	2,482	2,099	1,792	1,544	1,341	1,175	1,037
12	Ps (psf)	404	403	386	360	331	302	274	248	225	204
	α (radians)	0.75	0.83	0.90	0.96	1.01	1.06	1.10	1.13	1.16	1.18
	β (radians)	0.38	0.33	0.28	0.24	0.20	0.18	0.15	0.13	0.12	0.11
	\bar{z} (ft)	6.68	6.97	7.18	7.34	7.46	7.55	7.61	7.67	7.71	7.75
	M (ft-lbs/ft)	27,703	22,237	18,121	14,980	12,550	10,641	9,121	7,895	6,894	6,068
	R (lbs/ft)	5,207	4,424	3,763	3,214	2,762	2,389	2,080	1,823	1,608	1,427
14	Ps (psf)	338	351	349	337	319	298	276	255	234	215
	α (radians)	0.68	0.76	0.83	0.89	0.94	0.99	1.03	1.07	1.10	1.13
	β (radians)	0.38	0.33	0.28	0.25	0.22	0.19	0.17	0.15	0.13	0.12
	\bar{z} (ft)	7.46	7.85	8.13	8.35	8.51	8.64	8.74	8.82	8.89	8.94
	M (ft-lbs/ft)	38,880	31,856	26,395	22,116	18,729	16,021	13,831	12,043	10,568	9,339
	R (lbs/ft)	5,948	5,178	4,499	3,913	3,414	2,990	2,631	2,327	2,068	1,847
16	Ps (psf)	280	301	310	308	300	286	271	254	237	220
	α (radians)	0.62	0.70	0.77	0.83	0.88	0.93	0.97	1.01	1.04	1.07
	β (radians)	0.36	0.32	0.28	0.25	0.22	0.20	0.18	0.16	0.14	0.13
	\bar{z} (ft)	8.17	8.64	9.01	9.29	9.51	9.68	9.82	9.93	10.03	10.10
	M (ft-lbs/ft)	51,411	42,880	36,066	30,598	26,183	22,590	19,644	17,207	15,175	13,468
	R (lbs/ft)	6,563	5,829	5,158	4,560	4,034	3,576	3,179	2,837	2,540	2,284

Continued

Depth below top of shoring H ₂ (ft)	Variables	Horizontal distance (S) from shoring to track CL measured at a right angle									
		12	14	16	18	20	22	24	26	28	30
18	Ps (psf)	231	256	271	277	276	269	259	247	234	220
	α (radians)	0.57	0.64	0.71	0.77	0.82	0.87	0.92	0.96	0.99	1.02
	β (radians)	0.35	0.31	0.28	0.25	0.23	0.20	0.18	0.16	0.15	0.13
	z (ft)	8.80	9.37	9.81	10.16	10.44	10.67	10.85	11.00	11.12	11.22
	M (ft-lbs/ft)	65,062	55,110	46,976	40,313	34,834	30,304	26,536	23,384	20,728	18,477
	R (lbs/ft)	7,072	6,386	5,739	5,145	4,609	4,132	3,710	3,338	3,012	2,725
20	Ps (psf)	191	217	236	246	250	249	244	237	227	217
	α (radians)	0.52	0.59	0.66	0.72	0.77	0.82	0.87	0.91	0.94	0.98
	β (radians)	0.33	0.30	0.28	0.25	0.23	0.21	0.19	0.17	0.15	0.14
	z (ft)	9.37	10.03	10.56	10.98	11.32	11.59	11.82	12.01	12.16	12.30
	M (ft-lbs/ft)	79,641	68,368	58,973	51,137	44,586	39,093	34,465	30,548	27,216	24,367
	R (lbs/ft)	7,493	6,859	6,245	5,668	5,135	4,651	4,214	3,822	3,474	3,163
22	Ps (psf)	159	184	204	217	225	228	227	223	217	210
	α (radians)	0.49	0.55	0.62	0.67	0.73	0.77	0.82	0.86	0.90	0.93
	β (radians)	0.31	0.29	0.27	0.25	0.23	0.21	0.19	0.17	0.16	0.14
	z (ft)	9.89	10.64	11.24	11.73	12.14	12.47	12.74	12.97	13.17	13.33
	M (ft-lbs/ft)	94,986	82,497	71,913	62,945	55,341	48,878	43,370	38,658	34,611	31,122
	R (lbs/ft)	7,842	7,260	6,684	6,131	5,611	5,128	4,685	4,283	3,918	3,590
24	Ps (psf)	133	157	176	191	202	207	210	209	206	201
	α (radians)	0.45	0.52	0.58	0.63	0.68	0.73	0.78	0.82	0.85	0.89
	β (radians)	0.30	0.28	0.26	0.24	0.22	0.20	0.19	0.17	0.16	0.15
	z (ft)	10.35	11.19	11.87	12.44	12.90	13.29	13.62	13.89	14.13	14.32
	M (ft-lbs/ft)	110,969	97,366	85,670	75,625	66,997	59,577	53,183	47,661	42,875	38,716
	R (lbs/ft)	8,132	7,600	7,064	6,540	6,037	5,564	5,122	4,715	4,342	4,001
26	Ps (psf)	112	134	153	168	180	188	192	194	193	191
	α (radians)	0.42	0.48	0.54	0.60	0.65	0.69	0.74	0.78	0.82	0.85
	β (radians)	0.28	0.27	0.25	0.23	0.22	0.20	0.19	0.17	0.16	0.15
	z (ft)	10.78	11.69	12.45	13.09	13.62	14.07	14.44	14.77	15.04	15.28
	M (ft-lbs/ft)	127,485	112,863	100,135	89,071	79,460	71,105	63,836	57,499	51,963	47,113
	R (lbs/ft)	8,376	7,890	7,393	6,899	6,418	5,959	5,524	5,118	4,741	4,393
28	Ps (psf)	94	114	132	148	160	169	175	179	180	180
	α (radians)	0.40	0.46	0.51	0.56	0.61	0.66	0.70	0.74	0.78	0.81
	β (radians)	0.27	0.26	0.24	0.23	0.21	0.20	0.19	0.17	0.16	0.15
	z (ft)	11.17	12.16	12.99	13.70	14.29	14.80	15.23	15.60	15.91	16.19
	M (ft-lbs/ft)	144,448	128,896	115,211	103,191	92,642	83,385	75,258	68,113	61,823	56,274
	R (lbs/ft)	8,581	8,137	7,677	7,214	6,758	6,315	5,892	5,491	5,115	4,764
30	Ps (psf)	80	98	115	130	142	152	160	165	167	168
	α (radians)	0.37	0.43	0.48	0.53	0.58	0.63	0.67	0.71	0.74	0.78
	β (radians)	0.26	0.25	0.23	0.22	0.21	0.20	0.18	0.17	0.16	0.15
	z (ft)	11.52	12.59	13.49	14.26	14.92	15.48	15.97	16.38	16.75	17.06
	M (ft-lbs/ft)	161,789	145,388	130,819	117,903	106,466	96,343	87,381	79,443	72,404	66,153
	R (lbs/ft)	8,755	8,349	7,925	7,492	7,060	6,636	6,227	5,834	5,462	5,112
32	Ps (psf)	69	85	101	115	127	137	145	151	155	157
	α (radians)	0.35	0.41	0.46	0.51	0.55	0.60	0.64	0.68	0.71	0.75
	β (radians)	0.25	0.24	0.22	0.21	0.20	0.19	0.18	0.17	0.16	0.15
	z (ft)	11.85	12.98	13.95	14.79	15.51	16.13	16.67	17.13	17.54	17.89
	M (ft-lbs/ft)	179,452	162,274	146,888	133,136	120,859	109,909	100,144	91,432	83,655	76,706
	R (lbs/ft)	8,904	8,532	8,140	7,736	7,329	6,925	6,531	6,150	5,785	5,438

5.3 TABLES FOR SOIL SPECIFICATIONS

Table 8-20-1. Granular Soils

Descriptive Term for Relative Density	Standard Penetration Test Blows per Foot "N"
Very Loose	0 – 4
Loose	4 – 10
Medium	10 – 30
Dense	30 – 50
Very Dense	Over 50

Table 8-20-2. Silt and Clay Soils

Descriptive Term for Consistency	Unconfined Compressive Strength Tons per Square Foot
Very Soft	Less than 0.25
Soft	0.25 – 0.50
Medium	0.50 – 1.00
Stiff	1.00 – 2.00
Very Stiff	2.00 – 4.00
Hard	Over 4.00

Table 8-20-3. Unit Weights of Soils, and Coefficients of Earth Pressure

Type of Soil	Unit Weight of Moist Soil, γ (Note 1)		Unit Weight of Submerged Soil, γ' (Note 1)		Coefficient of Active Earth Pressure, K_a				Coefficient of Passive Earth Pressure, K_p		
	Minimum	Maximum	Minimum	Maximum	For Backfill	For Soils in Place	Friction Angles (Note 2)		For Soils in Place	Friction Angles (Note 2)	
							ϕ	δ		ϕ	δ
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Clean Sand:											
Dense	110	140	65	78		0.20	38	20	9.0	38	25
Medium	110	130	60	68		0.25	34	17	7.0	34	23
Loose	90	125	56	63	0.35	0.30	30	15	5.0	30	20
Silty Sand:											
Dense	110	150	70	88		0.25			7.0		
Medium	95	130	60	68		0.30			5.0		
Loose	80	125	50	63	0.50	0.35			3.0		
Silt and Clay (Note 3)	$\frac{165(1 + w)}{1 + 2.65w}$		$\frac{103}{1 + 2.65w}$		1.00	$1 - \frac{q_u}{\bar{p} + \gamma z}$			$1 + \frac{q_u}{\bar{p} + \gamma z}$		
Note 1:	In pounds per cubic foot.										
Note 2:	These angles, expressed in degrees, are ϕ , the angle of internal friction, and δ , the angle of wall friction, and are used in estimating the coefficients under which they are listed.										
Note 3:	The symbol γ represents γ or γ' , whichever is applicable; \bar{p} is the effective unit pressure on the top surface of the stratum; q_u is the unconfined compressive strength; w is the natural water content, in percentage of dry weight; and z is the depth below the top surface of the stratum.										

6. REFERENCES

- a. The following list of references used in these guidelines are placed here in alphabetical order for your convenience.
- i. AREMA Manual for Railway Engineering, 2019, American Railway Engineering and Maintenance-of-Way Association.
 - ii. Clough and Duncan, 1991, "Earth Pressures," Foundation Engineering Handbook, 2nd Edition, Fang, Chapter 6.
 - iii. CalTrans Trenching and Shoring Manual, 2011, Revision 1, State of California Department of Transportation, Office of Structures Construction.
 - iv. Dismuke, T.D., 1991, "Retaining Structures and Excavations," Foundation Engineering Handbook, 2nd Edition, Fang, Chapter 12.
 - v. FHWA-IF-99-015, Geotechnical Engineering Circular 4, Ground Anchors and Anchored Systems, June 1999, Federal Highway Administration, Office of Bridge Technology.
 - vi. Henkel, D. J., 1971, "The Calculation of Earth Pressures in Open Cuts in Soft Clays." The Arup Journal, Vol. 6, No. 4, pp. 14-15.
 - vii. NAVFAC DM7.02, Foundations and Earth Structures, September 1986, Department of the Navy, Naval Facilities Engineering Command.
 - viii. Terzaghi, K., 1943, Theoretical Soil Mechanics, John Wiley & Sons, Inc., New York, NY.

Minute Action

AGENDA ITEM: 8

Date: *October 4, 2023*

Subject:

Interstate 10 Corridor Freight and Express Lanes - Contract 2 Release Request for Proposals for Construction Management Services

Recommendation:

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

Authorize the release of Request for Proposals No. 23-1002960 for Construction Management Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2.

Background:

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) awarded the design services contract to initiate the Plans, Specifications and Estimates (PS&E) phase of the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project). The Project will include a single express lane in the median in each direction from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton.

The Project is currently in the final design phase with a target for design approval in spring 2024. In anticipation of the completion of the **75%** ~~95%~~ plans in fall 2023, staff is recommending that the Construction Management (CM) firm be brought on board to perform constructability reviews and provide construction feedback prior to completion of the PS&E package and subsequent advertisement for construction.

Staff is requesting authorization from the SBCTA Board of Directors (Board) to release Request for Proposals (RFP) No. 23-1002960 to procure CM Services for the Project. A future recommendation is anticipated to be presented to the Board in **early 2024** ~~fall 2023~~ for the award of the contract. This contract will be funded with Measure I Freeway Program funds.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 (Freeway Projects), Sub-Task No. 0821 (I-10 Corridor Project - Contract 2).

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session (MVSS) on September 14, 2023.

Corrections to the item, in bold font, after reviewed and approved at MVSS. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

ATTACHMENT A - SCOPE OF WORK

DRAFT

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Toll System Construction Oversight
 - 11. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY CONSULTANT
- G. MATERIALS TO BE FURNISHED BY SBCTA
- H. AVAILABILITY AND WORK HOURS
- I. STANDARDS
- J. LIMITATIONS TO AUTHORITY
- K. THIRD PARTY RELATIONSHIPS
- L. CONSTRUCTION SITE SAFETY
- M. BASIS FOR SURVEY AND MONUMENT MARKING
- N. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and source inspection, landscape inspection and assist in public outreach for the Project. A description of the Project is given below. Reference Project Environmental Reports on the SBCTA website for more detail information:

<https://www.gosbcta.com/wp-content/uploads/2019/09/I-10-CP-FinalEIR-EIS.pdf>

Project General Description:

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the construction management for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (“Project”) which would extend from Interstate 15, in the City of Ontario to Pepper Avenue, in the City of Colton, a length of 11 miles connecting to the I-10 Corridor Contract 1 express lanes currently under construction. SBCTA Sales Tax Measure I funds, State Transportation Improvement Program (STIP) will be used to cover the cost of this work. It is anticipated that the construction phase will be split in two contract phases 2A and 2B as follows:

2A I-15 to Sierra Avenue ; 2B from Sierra Avenue to Pepper Avenue

The Project will provide one express lane in each direction in the median from Interstate 15 (I-15), in the City of Ontario to Pepper Avenue, in the City of Colton.

The project will improve eastbound acceleration lanes between Cherry Avenue and Citrus Avenue; and Sierra Avenue to Cedar Avenue and add auxiliary lanes in both directions from Riverside Avenue to Pepper Avenue.

The Project includes interchange ramp modifications at Etiwanda Avenue, Cherry Avenue, Citrus Avenue, Sierra Avenue, Cedar Avenue, Riverside and Pepper Avenue.

The Project will include structure widening, replacement, or abandonment at Day Creek Channel (widen); Etiwanda Wash (widen); Valley Blvd exit ramp undercrossing(widen); Etiwanda-San Sevaine Channel (widen); Etiwanda-San Sevaine Channel Ramp (replacement); Kaiser Spur Overhead(widen); San Sevaine Creek(abandonment);and Mulberry Creek(abandonment)

This Project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system design will be incorporated into the final design plans developed under the design contract.

Services

Services are anticipated to generally include, but are not limited to the following:

participation in the evaluation of scheduling of the proposed Project; constructability review; construction Project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans and city roadway improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Assistant Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all Project specific field activities and responsibilities as needed for satisfactory performance on the Project.

The Resident Engineer assigned for this Project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Structures Representative, Assistant Structures Representative, Structures Inspectors, Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist the Authority's Public Information Office in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the Project.

CONSULTANT shall provide qualified construction management and inspection, materials testing, construction surveying and public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SBCTA Director of Project Delivery has designated a Construction Manager to coordinate all construction activities.

SBCTA anticipates that the contract duration will be approximately 30 months plus six months for close out for each of the phases. Preconstruction services for contract 2A and 2B anticipated to start in June 2024 and December 2024 respectively. Construction for phases 2A and 2B is anticipated to start in June 2025 and December 2025 respectively.. The estimated construction capital cost of the project for both phases is approximately \$637 million.

Mr. Khalid Bazmi, Construction Manager

The CONSULTANT shall report to and receive direction from SBCTA through the Construction Manager, or his designees. The SBCTA Construction Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA Construction Manager will be the main contact

and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction Projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

CONSULTANT shall also furnish Resident Engineer(s) and Structures Representative(s) and supporting teams for both phases of the Project.. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific Project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

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

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SBCTA.

The typical workday includes all hours worked by the construction Contractor. Overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime worked by CONSULTANT personnel shall be approved and authorized, in writing, by SBCTA prior to each occurrence. Overtime authorization shall be attached to the invoice in which the overtime is billed.

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

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the Projects and the related wage determination decisions of the Secretary of Labor.

Consultant shall follow State Highway Procedures DBE Commercially Useful Function (CUF) Compliance and monitoring guide requirements per link below:

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/labor-compliance/dbe-cuf-compliance-and-monitoring-guide-a11y.pdf>

CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing & Source Inspection: The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing /Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SBCTA.

It is the intent of SBCTA to maintain a consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SBCTA Construction Manager.

Consultant shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the Project requirements, assist SBCTA in gaining Caltrans

approval, and manage the SIQMP. The SIQMP shall meet SBCTA and Caltrans requirements. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SBCTA during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SBCTA officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by SBCTA Construction Manager.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SBCTA, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate, quantities and provide recommendations to SBCTA, as appropriate, to ensure efficient utilization of funds and control of Project costs.

c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SBCTA in a format provide by SBCTA.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Preparation of bid tabulations and recommendation(s)

b. Pre-construction Meetings

CONSULTANT shall assist SBCTA in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.

- 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to SBCTA. Laserfiche Repository per SBCTA IS Instruction 1004. Instructions, account and training will be provided by SBCTA.
- g. CONSULTANT shall provide a technical review of the Contractors' CPM construction schedules, within 5 days of Contractor's submittal, on an ongoing basis, alert SBCTA to conditions that may lead to delays in completion of the Project, and advise SBCTA of the necessary corrections or revisions for contract compliance.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule,

and other highlights and critical issues.

- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall monitor and track DBE Commercially Useful Function requirements per Caltrans requirements stated under "Performance Requirements" of this RFP
- n. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- o. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- p. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.

- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project.

CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.

- b. CONSULTANT shall perform daily on-site observations, and shall provide daily reports, with photos, of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - i. Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control inspection, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - ii. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - iii. Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - iv. Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - v. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public

- and Project personnel.
- vi. Preparing complete and accurate daily reports, calculations, Project records, payment quantity documents, reports, and correspondence related to Project activities.
- vii. Preparing construction sketches, drawings, and cross-sections, as necessary.
- viii. Assisting in the preparation of as-built plans.
- ix. Providing inspections for environmental compliance as well as ECR tracking.
- x. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- xi. Monitoring Contractors' compliance with applicable regulations required by AQMD.
- xii. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT as needed by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking as directed by Resident Engineer, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
- d) New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.
- e) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- f) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

General Public Outreach Plan will be provided and administered by SBCTA. Project Specific Outreach Plan will be provided and administered by the CONSULTANT.

- 1) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- 2) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
 - i. LOCAL AGENCY
 - ii. SBCTA Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community

- vi) Specific businesses with expanding priority based on proximity to work zone and detours
 - vii) Chamber of Commerce
 - viii) Commuters
 - ix). Recreational Travelers
 - x). Trucking Industry
 - xi). Local media
 - xii)) Print
 - xiii) Radio
 - iv)) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
 - d) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
 - e) Just prior to the start of field construction activities, SBCTA and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
 - f) Prior to construction beginning, SBCTA and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
 - g) Near the completion of the construction Project, SBCTA and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
 - h) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:

- i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
- ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
- iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
- iv. Emergency notices – when needed.
- v. Develop web content for Project tab on SBCTA website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting to webmaster.

- 3) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 4) All media inquiries shall be directed to the SBCTA Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SBCTA and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1) Contract pay item quantities and payments
 - 2) Contract change orders
 - 3) Supplemental work items
 - 4) Agency furnished materials
 - 5) Contingency balance
 - 6) Project budget

- b. CONSULTANT shall review and monitor Contractor's schedule by keeping its own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule; CONSULTANT shall submit shadow schedule monthly with the Monthly Activity Summary Report.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows
 - 1) Agreed Price
 - 2) Adjustment in compensation to a bid item
 - 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.
- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Toll System Construction Oversight

The CONSULTANT shall:

- Monitor the overall construction of tolling systems civil construction activities to identify critical milestones and priorities;
- Coordinate and conduct pre-construction and pre-activity meetings with the CONTRACTOR and Toll System Provider (TSP);
- 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 CONTRACTOR for the Toll Collection System (TCS) civil infrastructure; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor compliance of CONTRACTOR and TSP safety plans and note concerns or deficiencies immediately to CONTRACTOR or TSP for their implementation of corrective measures;
- Provide construction oversight of the delivery of the TCS civil infrastructure by the CONTRACTOR. Validate/confirm the CONTRACTOR work, in coordination with the TSP, is correct per the design and technical requirements. This includes validating and testing power and communications conduit duct banks, gantries, CMS and camera pole installation;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

It should be noted that CM service excludes oversight of the installation of TSP work.

11. Project Close Out

- a. When the Contractor approaches substantial completion milestone or at the direction of SBCTA Construction Manager , CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report within 45 days of achieving the full Relief From Maintenance.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of Project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
2. Monthly Project Summary Reports and SIQMP Monthly Reports.
3. Weekly update of all files to SBCTA Portal.
4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.

7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
9. American For Disabilities Act certification of Project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files. CONSULTANT shall provide the material certification at the end of the project.
11. Record of Survey and Right of Way Monumentations and recording with County.
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

 When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.
 - d. Deliverables to the Resident Engineer shall follow the format specified below:

- 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
- 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
 - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
 - 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
 - 4) Other—As specified in the survey request.

13. Risk Register

- a. obtain and review all available risk assessment information, including the risk register already developed by SBCTA and Caltrans that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- b. Perform ongoing Project risk identification and management activities by working with the various Project work groups.
- c. Provide quarterly updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and

- d. Provide all necessary reports and actions requested by SBCTA to support requests of Caltrans, or others in documenting adherence to all risk management requirements and practices.
- e. Provide a Sequential list of activities during Preconstruction, Construction, Post Construction and Close out showing person responsible for each activity.
- f. Provide a “monthly staffing plan showing proposed expenditures plan through completion” (cost to complete the project) showing all CM personnel and subconsultants estimated billable hours and ODC’s. This document should also show planned vs actual charges from contract start date to current month expenditures.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

- 1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
- 2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
- 3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
- 4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
- 5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

- c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

- 6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

- a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

- b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- 1) Performing survey and staking calculations from the design plans and specifications;
- 2) Reduce survey data collected with conventional and total station survey systems;
- 3) Perform network adjustments for horizontal and vertical control surveys;
- 4) Format survey data to be compatible with the Caltrans computer survey and data system.

- c. Drafting equipment and supplies.

- d. Digital calculators.

- e. Hand tools as appropriate for the requested survey work.

- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

- h. Leveling instruments and equipment:

- 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
- 2) Suitable level rods for the work to be performed.

- i. Distance measuring instruments and equipment:

- 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
- 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY CONSULTANT

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

G. MATERIALS TO BE PROVIDED BY SBCTA

1. SBCTA will provide copies of all previously secured permits and Project authorizations.
2. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Construction Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA. This written authorization must be attached to the invoice where the overtime is billed.

I. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

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

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SBCTA will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Construction Manager.

J. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

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

K. THIRD PARTY RELATIONSHIPS

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

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

L. CONSTRUCTION SITE SAFETY

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

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, safety vests per current OSHA standards, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

M. BASIS FOR SURVEY AND MONUMENT MARKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

N. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

- a. A minimum of six (6) years' project management experience on similar construction projects is desired.
- b. Accessible to SBCTA at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.
- d. A thorough understanding of Cal-OSHA practices and procedures.
- e. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.

- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.

- 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of Americans with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with

- Project specifications and Caltrans Quality Assurance Program.
- 4) Perform quantity calculations for progress pay estimates and maintain Project records.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Perform construction materials sampling.
- 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural

- construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- 2) Make grade, alignment, quantity, falsework, and shoring calculations.
- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of four (4) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.

- 2) Make grade, alignment, quantity, falsework, and shoring calculations.
- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.

- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
 - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
 - i. Knowledge of tools, equipment and vehicles utilized in construction.
 - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
 - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
 - iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
 - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
 - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
 - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
 - iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.

- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- ii. Perform a variety of structural material tests and inspections.
- iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State

of California. The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years’ survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

Minute Action

AGENDA ITEM: 9

Date: *October 4, 2023*

Subject:

2023 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards

Recommendation:

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of \$5,760,000 as identified in Attachment A to this item.

Background:

On May 3, 2023 the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the release of the Transportation Development Act (TDA) Article 3 Call for Projects for Bicycle and Pedestrian Improvement Projects. Local jurisdictions were notified of this opportunity through SBCTA's website and the Transportation Technical Advisory Committee (TTAC) email list. The amount of TDA Article 3 funds available for award was \$5,760,000, with up to 10% available for maintenance of existing bicycle and pedestrian facilities and a minimum of 50% of the balance for smaller projects under \$250,000. The closing date for the Call for Projects was July 7, 2023.

Bicycle and Pedestrian Facilities Applications

In total, 16 Bicycle and Pedestrian Facilities project applications from 10 jurisdictions were submitted for a total funding request of \$8,183,916.72. An evaluation panel comprised of representatives from SBCTA, Western Riverside Council of Governments (WRCOG) and Riverside County Transportation Commission (RCTC) scored the projects using the following evaluation criteria.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Overall Quality of Application – Overall quality of the application submitted for a project considering clarity of project, description, project purpose and need, and satisfactorily addressing evaluation criteria.	15
Project Purpose and Need – Describe the purpose and need of the project including the extent of the potential use of the facility. Provide socioeconomic data, historic or current bicycle or pedestrian count volumes, Average Daily Traffic / trip generation information or other data to support the forecasted use and/or need for the project. Describe the relation of the proposed project to the regional and local active transportation network. Explain the level of connectivity the proposed project offers to intermodal opportunities. Include the extent to which the proposed project will improve safety for the non-motorized public. Consideration will be given to number of accidents in a project area, severity of accidents in an area.	25

Project Readiness – Explain where the project is in the project development process. Greater number of points will be awarded for projects that have progressed further. Where appropriate, provide documentation that the proposed project already has environmental clearance, permits from resource agencies, right-of-way access, and/or community support. Technical studies can also be used to demonstrate project readiness. Projects with high schedule risk, even though worthy, may be deferred for resubmittal in a future TDA Article 3 cycle.	15
Cost Effectiveness – Project cost compared to the benefits the project is expected to yield.	15
Timeliness of Prior Project Completion – Ability to demonstrate project completion in a timely manner.	5
Local Matching Funds – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 15-24%; 10 points for 25-34%; 15 points for 35-49%; 20 points for 50%-74%, and 25 points for 75% or greater.	25
Total Possible Score	100

Attachment A provides the Bicycle/Pedestrian Facilities scoring results. Based on evaluation results, 13 projects are recommended for full funding and one project is recommended for partial funding. These projects are sponsored by the Cities of Rancho Cucamonga, Fontana, Big Bear Lake, Victorville, Colton, Rialto, Highland, and Twentynine Palms and the Town Apple Valley.

The City of Rancho Cucamonga (City) was the only jurisdiction to submit an application that qualified for funding under the 10%, or \$576,000, maintenance of existing facilities set-aside. This application was for additional funding for maintenance of Cucamonga Creek Channel Bike Trail from Foothill Boulevard to Base Line Road totaling \$78,000. The City was also awarded \$45,454 for this project in Fiscal Year (FY) 2021/2022 however, costs were higher than originally estimated.

All three applications submitted in the small projects under \$250,000 category have been recommended for funding since the total sum of \$500,926, came in under the 50%, or \$2,592,000 of the remaining funds available, set-aside. This provided adequate funding to fully award the City of Fontana's seven Rectangular Rapid Flashing Beacons, the City of Colton's South La Cadena Bicycle Improvement, and the Town of Apple Valley's McConnell Park Multi-Use Path projects.

The remaining balance of \$5,181,074 was carried over to the large projects over \$250,000 category. Based on evaluator scoring, nine projects are recommended for full funding and one project is recommended for partial funding. The City's application for Day Creek Channel Bike Trail: Jack Benny Drive to Base Line Road was included in the large project category even though the application was for \$107,250 because the City received a \$403,000 TDA Article 3 award for this project in FY 2019/2020, but costs were higher than originally estimated. The project recommended for partial funding was for the City of Rialto's Bemis Elementary Safe Routes to School (SRTS) project. SBCTA discussed the matter with jurisdiction staff who have agreed to accept the partial funding and have reduced the scope of work commensurate with the reduced funding while maintaining the proposed 35% local match included in their original application.

Board of Directors Agenda Item

October 4, 2023

Page 3

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 13, 2023. The result of the award was emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

San Bernardino County Transportation Authority



Attachment A
2023 TDA Article 3 Bicycle & Pedestrian Improvement Awards
Total Awards: \$5,760,000

Maintenance Projects (10% of Total Available Funds)						Available Funds		\$576,000.
Ranking	Proj ID	Agency	Project Title	Project Total	Local Match	TDA Article 3		
						Application Amount	Running Total	Total Award
NA	Proj13	Rancho Cucamonga	Cucamonga Creek Channel: Foothill Blvd. to Base Line Rd.	\$120,000.00	\$42,000.00	\$78,000.00	\$78,000.00	\$78,000
Subtotal								\$78,000.

New Projects Under \$250,000 (50% of Remaining Funds)						Available Funds		\$2,592,000.
Ranking	Proj ID	Agency	Project Title	Project Total	Local Match	TDA Article 3		
						Application Amount	Running Total	Total Award
NA	Proj14	Fontana	Rectangular Rapid Flashing Beacons (x7)	\$70,000.00	\$17,500.00	\$52,500.00	\$52,500.00	\$52,500
NA	Proj15	Colton	South La Cadena Bicycle Improvement	\$320,000.00	\$112,000.00	\$208,000.00	\$260,500.00	\$208,000
NA	Proj16	Apple Valley	McConnell Park Multi-Use Path	\$480,852.00	\$240,426.00	\$240,426.00	\$500,926.00	\$240,426
Subtotal								\$500,926.

New Projects Over \$250,000 (Remainder Including Unspent Funds from Above)						Available Funds		\$5,181,074.
Ranking	Proj #	Agency	Project Title	Project Total	Local Match	TDA Article 3		
						Application Amount	Running Total	Total Award
1	Proj11	Victorville	Village Drive Sidewalk	\$558,000.00	\$308,000.00	\$250,000.00	\$250,000.00	\$250,000
2	Proj5	Rancho Cucamonga	Day Creek Channel Bike Trail: Jack Benny Dr. to Base Line Rd.	\$165,000.00	\$57,750.00	\$107,250.00	\$357,250.00	\$107,250
3	Proj2	Big Bear Lake	Stanfield Marsh Outdoor Recreation & Education Trail Segment II (SMORE II)	\$607,036.00	\$303,518.00	\$303,518.00	\$660,768.00	\$303,518
4	Proj3	Fontana	Catawba SRTS Sidewalk	\$792,697.00	\$396,349.00	\$396,348.00	\$1,057,116.00	\$396,348
5	Proj1	Apple Valley	Central Road Class II Bikeway	\$795,000.00	\$397,500.00	\$397,500.00	\$1,454,616.00	\$397,500
6	Proj4	Highland	9th St. Transit Stops, Sidewalk, and Bikeway Improvements	\$808,344.00	\$404,172.00	\$404,172.00	\$1,858,788.00	\$404,172
7	Proj10	Twentynine Palms	Channel Trail Class I	\$495,000.00	\$74,250.00	\$420,750.00	\$2,279,538.00	\$420,750
8	Proj9	Rialto	Frisbie Middle School SRTS	\$1,684,755.00	\$589,664.25	\$1,095,090.75	\$3,374,628.75	\$1,095,090
9	Proj6	Redlands	Orange Blossom Trail Phase IV	\$1,282,000.00	\$192,300.00	\$1,089,700.00	\$4,464,328.75	\$1,089,700
10	Proj8	Rialto	Bemis Elementary SRTS	\$2,227,925.00	\$779,773.75	\$1,448,151.25	\$5,912,480.00	\$716,745
11	Proj12	Yucaipa	5th Street Phase II	\$669,543.00	\$167,385.00	\$502,158.00	\$6,414,638.00	\$0.
12	Proj7	Redlands	East Valley Corridor Bike Route Interconnect	\$1,400,414.97	\$210,062.25	\$1,190,352.72	\$7,604,990.72	\$0.
Subtotal								\$5,181,074.

TOTAL								\$5,760,000.
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 Fully Funded
 Partially Funded

Attachment: Attachment A (preset print area for Summary tab only) (9970 : 2023 TDA Article 3 Awards - Bicycle & Pedestrian Projects)

Minute Action

AGENDA ITEM: 10

Date: *October 4, 2023*

Subject:

Master License Agreement No. 23-1002930 - City of Redlands

Recommendation:

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

Approve Master License Agreement No. 23-1002930 and a Specific License Exhibit with the City of Redlands for the installation of a municipal water line from University Street to Judson Street.

Background:

Pursuant to Real Property, Policy No. 31602, the Executive Director has the authority to approve and execute Grants of Use within the San Bernardino County Transportation Authority (SBCTA) right-of-way under specific circumstances, on template forms approved as to form by General Counsel. Where the use proposed is a longitudinal use of more than 1,000 feet in length, the Grant of Use requires Board approval. This master license is for a longitudinal installation of 3,160 feet.

On March 1, 2017, the Board of Directors approved a Master License Agreement (MLA) and Specific License Exhibit (SLE) template for covering multiple grants of right of use to a single entity under a single license agreement concurrently with the approval of Resolution 17-029, which established a sliding scale reduction of administration fees charged for the administration of multiple locations under a single MLA.

On July 1, 2020, the Board of Directors adopted Resolution 20-051 clarifying how the sliding scale reduction to MLA administration fees is to be applied. The original MLA template required administration fees to be paid annually from the anniversary of the date of execution and that use fees be paid annually from the anniversary of the date of commencement of the agreement. The current annual administration fee is \$1,200. Pursuant to Board action taken October 1, 2014, the County of San Bernardino and the incorporated cities and towns are exempt from the collection of use fees. As originally contemplated, it is possible to have differing due dates for the various types of fees, representing additional overhead for administration of the agreement. The attached MLA contains edits to the payment language which fix all anniversary dates to January 1st of each year by prorating first year use fees to this date. Additionally, the Master Control Ledger in Exhibit E has been updated to reference Resolution 20-051, which applies to all MLAs issued after adoption of the resolution and to disassociate administration fees from any individual location.

The City of Redlands has requested a license for a new installation of an 8-inch underground ductile iron pipe conveying potable water. The City has an existing license (RRND007394) issued by Atchinson, Topeka and Santa Fe Railway in 1960 for a 2-inch to 4-inch waterline along SBCTA right-of-way from just west of Division Street to Judson Street. As part of their pipe replacement Capital Improvement Project, the City is replacing the existing waterline with the new 8-inch waterline and abandoning the existing waterline in place.

Entity: San Bernardino County Transportation Authority

The location of the new installation crosses the SBCTA right-of-way along the east side of University Street (milepost 9.76) then continues easterly within SBCTA's right-of-way along the north side of the Redlands subdivision for 3,160 linear feet to Judson Street (milepost 10.40) in the City of Redlands. The portion of waterline between University Street and Cook Street was installed prior to the construction of the Redlands Passenger Rail Project and the University Station and will not disrupt services. The remainder of waterline is proposed to be installed within inactive rail property upon execution of this license. Engineering reviews determined this installation would have no impact on future rail improvements. Policy 31602, Section V. C. requires Board approval for this facility because it is greater than 1,000 feet in length. Staff requests that the Board approve the Specific License Exhibit for the City of Redlands' water line and concurrently approve Master License Agreement No. 23-1002930.

This MLA has a single location at this time and will function as a regular license; however, in the future, should the City of Redlands request additional locations, they will be added as a separate SLE to this MLA in accordance with Policy 31602.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

General Contract Information

Contract No: 23-1002930 Amendment No.: _____

Contract Class: Receivable Department: Transit

Customer ID: Z-002930 Customer Name: City of Redlands

Description: Master License Agreement - City of Redlands Municipal Utilities

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,200.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,200.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	1,200.00

Contract Authorization

Board of Directors Date: 10/04/2023 Board Item # 9957

Contract Management (Internal Purposes Only)

Local

Right of Way – Licenses

Annual Payments

Accounts Receivable

Total Contract Funding: \$ 1,200.00 Funding Agreement No: 23-1002930

Beginning POP Date: 10/04/2023 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039

Expiration Date: 12/31/2039 Fund Admin: Yes

Parent Contract 23-1002930 PM Description Master License Agreement - City of Redlands

Z-Related Contracts

23-1002930

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 1080	30	0313	0360	43030001	1,200.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Joy Buenaflor

Task Manager (Print Name)

Additional Notes: There are no annual use fees charged for this license as it is exempt due to the licensee being an incorporated city within San Bernardino County. Administration Fee of \$1,200 to be collected annually on anniversary of commencement date.

Attachment: CSS - 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

SBCTA Contract No. 23-1002930

MASTER LICENSE AGREEMENT

BETWEEN

SBCTA

AND

CITY OF REDLANDS

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT (“MLA” or “License”) is made and entered into as of the date executed by SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§130800 et seq. (“SBCTA”) and, CITY OF REDLANDS (“Licensee”), upon and in consideration of the agreements, covenants, terms and conditions below.

PART I – BASIC MASTER LICENSE PROVISIONS

The Basic Master License Provisions provided in Part I and the Standard Master License Provisions set forth in Part II of this MLA, together with all Exhibits and Attachments referenced are incorporated into and made part of this MLA. In the event of conflict between Part I, individual SLEs, and Part II, or between Part I and any Exhibits or Attachments, Part I shall control. In the event of conflict between Part II and any Exhibits or Attachments, Part II shall control, except in the event of a conflict between Part II and Exhibit “D”, in which case Exhibit “D” shall control. In the event of conflict between Exhibit “A”, which is inclusive of each individual Specific License Exhibit, and Exhibit “E”, Exhibit “A” shall control.

1. *Parties*

SBCTA’s Address:

1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Transit and Rail Programs
909-884-8276

Licensee’s Address:

CITY OF REDLANDS
Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Point of Contact: Gerardo Nepomuceno

Telephone: 909-798-7584 extension 4

Email: gnepomuceno@cityofredlands.org

2. *Recitals*

2.1 SBCTA. SBCTA is the owner in fee of certain properties located throughout San Bernardino County.

2.2 Licensee. LICENSEE wishes to enter certain of the properties owned by SBCTA in order to do the following: (1) maintain existing utilities and appurtenant facilities in, on, over, under or across such properties; and/or (2) install and maintain new utilities and appurtenant facilities in, on, over, under or across such properties.

2.3 Scope of License. The MLA will serve as an agreement permitting the LICENSEE to maintain existing utilities and appurtenant facilities and to install and maintain new utilities and appurtenant facilities and are preliminarily approved by SBCTA. A *Specific License Exhibit* ("SLE") has been developed and attached to this Master License Agreement, substantially in the form of Exhibit "A" attached hereto. Each SLE shall be subject to the terms of this Master License Agreement and shall become a part hereof. Each SLE shall be executed by the Licensee. No SLE provision shall be revised without the SBCTA's written permission, which shall be granted at the SBCTA's sole discretion. Each SLE shall be accompanied by the following attachments: Attachment No. 1 – Map, or Depiction of the Premises and Improvements, and Attachment No. 2 – Varying Insurance Requirements, if applicable, that may exceed or complement standard insurance provisions. SBCTA reserves the right to reject any proposed utility and appurtenant facilities in its sole and absolute discretion, or to request changes thereto prior to acceptance.

2.4 Consideration. This Master License Agreement is made in consideration of the terms, conditions and mutual covenants herein, the sufficiency of which are hereby acknowledged.

IN WITNESS WHEREOF, this License was duly executed by the LICENSEE and SBCTA on the dates below, and is effective as the date executed by SBCTA.

LICENSEE:
CITY OF REDLANDS

SBCTA

By: _____
Name: Goutam Dobey
Title: City Engineer

By: _____
Name: Dawn M. Rowe
Title: President, Board of Directors

Date: _____

Date: _____

PART II – STANDARD MASTER LICENSE PROVISIONS

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. GRANT AND SCOPE OF LICENSE.....	1
2. TERM, TERMINATION AND SURRENDER.....	2
3. PAYMENTS	4
4. TAXES	5
5. LIENS.....	5
6. ASSUMPTION OF RISK AND WAIVER.....	6
7. DEFAULT, BREACH AND REMEDIES	7
8. INDEMNIFICATION	8
9. INSURANCE	9
10. MAINTENANCE AND REPAIR.....	10
11. ALTERATIONS AND CONSTRUCTION.....	10
12. CONTRACTORS; APPROVAL AND INSURANCE.....	11
13. REIMBURSEMENT.....	11
14. LANDSCAPING.....	11
15. MARKERS.....	11
16. COMPLIANCE WITH LAWS	12
17. SBCTA’S RIGHT OF ACCESS	12
18. ENVIRONMENTAL ASSESSMENT.....	13
19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY	13
20. UNDERGROUND STORAGE TANKS	14
21. CONDEMNATION	14
22. BROKER’S FEES.....	14
23. SUBORDINATE RIGHTS	14
24. ABANDONMENT.....	15
25. GENERAL PROVISIONS.....	15

Exhibits:

Exhibit “A” Specific License Exhibit – “SLE”

Attachment No. 1 – SLE: Map/Depiction of Premises

Attachment No. 2 – SLE: Varying Insurance Requirements

Exhibit “B” Insurance Requirements

Exhibit “C” Permitted Hazardous Material

Exhibit “D” Additional Requirements

Exhibit “E” Control Master Ledger

PART II - STANDARD MASTER LICENSE PROVISIONS

1. GRANT AND SCOPE OF LICENSE

- 1.1. Grant of License. SBCTA hereby grants a non-exclusive, revocable license to LICENSEE in, on, over, under, across and along the real property of SBCTA in the location described in the Specific License Exhibit (“SLE”). The locations described in each SLE, the (“Premises”), are permitted for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in SLE, and any usual and necessary related appurtenances thereto (the “Improvements”), for the purposes described in the SLE, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvements and for no other purpose. In connection with this grant of license, LICENSEE, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, “LICENSEE’s Parties”) subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SBCTA if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SBCTA’s prior written approval. The Premises, adjoining real property of SBCTA and personal property of SBCTA located thereon shall hereinafter collectively be referred to as “SBCTA Property.” Notwithstanding the foregoing grant of license, a Right of Entry Permit is required in each instance where an activity requires Railroad Protective Liability in SBCTA’s sole discretion.
- 1.2. Condition of Premises. LICENSEE acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. LICENSEE accepts the Premises “as is” as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, whether patent or latent, including, without limitation, all existing environmental conditions. Taking of possession by LICENSEE shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.
- 1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in the SLE and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by LICENSEE in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SBCTA’s prior written approval.
- 1.4. Non-exclusive and Revocable Nature of License. The License granted herein is not exclusive and SBCTA specifically reserves the right to grant other licenses within the Premises. LICENSEE agrees that notwithstanding the Improvements made by LICENSEE to the Premises or other sums expended by LICENSEE in furtherance of this License, the license granted herein is fully revocable by SBCTA in accordance with the terms of this License.
- 1.5. Easements. SBCTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that SBCTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions

and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by LICENSEE. LICENSEE shall sign any of the aforementioned documents upon request of SBCTA and failure to do so shall constitute a material breach of this License.

2. TERM, TERMINATION AND SURRENDER

- 2.1. Term of License. The term of this MLA shall commence on the “Commencement Date” specified in the SLE. This MLA shall continue in full force and effect on a month-to-month basis until the termination of all SLEs associated with this MLA, unless otherwise terminated earlier as provided herein. The term of this MLA as provided above is referred to as the “Term.”
- 2.2. Termination.
 - 2.2.1. Convenience. This MLA and each SLE shall continue in full force and effect on a month-to-month basis until terminated by either Party on thirty (30) days’ prior written notice. The “Termination Date” shall be 30 days from the provisions of written notice of termination as set forth below, unless a specific termination date is provided in the notice. SBCTA may terminate this MLA, or any SLE subject to this MLA, on thirty (30) days’ prior written notice, but SBCTA shall also return to LICENSEE, within thirty (30) days after termination, the pro-rata portion of any Annual Use fee paid by the LICENSEE for the portion of the agreed term that will not be used by LICENSEE.
 - 2.2.2. Cause. SBCTA may terminate this MLA, or any SLE subject to this MLA, for cause in accordance with the provisions hereof, including, without limitation, Sections 24 (Abandonment), 7 (Default, Breach and Remedies) and 25.11 (Assignment). In addition, SBCTA shall have the right, at LICENSEE’s expense, to terminate this License in accordance with the provisions of Section 7.2.1 upon discovery of any default set forth in Section 8.1(d).
 - 2.2.3. Public Use. In addition to any and all other termination rights of SBCTA described herein, LICENSEE hereby expressly recognizes and agrees that the Premises are located on SBCTA property that may be developed for public projects and programs which may be implemented by SBCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually “Public Use”); and that LICENSEE’s use of the Premises under this MLA and each SLE is a temporary, interim use as to which LICENSEE has no right to nor expectation of use for any particular length of time that may be terminated by SBCTA by thirty (30) days written notice to LICENSEE as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this MLA, LICENSEE expressly acknowledges and agrees that:
 - (a) SBCTA may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of SBCTA’s Executive Director, or designee;

- (b) LICENSEE shall **NOT** object to, oppose, or protest at any approval proceeding, nor file suit to prevent or delay, any Public Use when planned, proposed or implemented on or adjacent to the Premises;
- (c) If SBCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, LICENSEE shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SBCTA or any parties having operating rights over the Premises, at LICENSEE's sole cost and expense, within thirty (30) days after written notice from SBCTA; and
- (d) LICENSEE expressly assumes all risk of any future Public Use as determined by SBCTA and in the event SBCTA terminates this License and requires LICENSEE to vacate the Premises for any Public Use, LICENSEE shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:
 - (i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and
 - (ii) compensation under any eminent domain or inverse condemnation law.

- 2.2.4. Penalty: If LICENSEE fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the Termination Date, then, in addition to any and all other remedies available to SBCTA under the terms of this MLA or at law or equity, LICENSEE shall pay a Penalty equal to twice the Annual Use Fee in effect on the day prior to the Termination Date, plus twice any Additional Use Fee, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that LICENSEE has terminated use and restored the Premises to the required condition. In the event that any Additional Use Fee is set as a percentage of revenues, or on some other variable basis, it shall be calculated based on the average for the prior twelve-month period or if in effect less than one year, the monthly average from the effective date to the day prior to the Termination Date.
- 2.3. Termination of Use and Restoration of Premises. Upon the Termination Date, unless otherwise requested in writing by SBCTA prior to the Termination Date, LICENSEE, at its own cost and expense, shall immediately remove all alterations, additions and Improvements made by LICENSEE to the Premises and restore the SBCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should LICENSEE fail to comply with the requirements of the preceding sentence, SBCTA may at its option (i) perform the same at LICENSEE's expense (including costs, interest, and fees), which LICENSEE agrees to pay to SBCTA, on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release LICENSEE from any liability

or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SBCTA Property is restored.

3. PAYMENTS

- 3.1. Fees. As consideration for the rights herein granted, LICENSEE agrees to pay to SBCTA the Administration and Use Fees specified in each SLE, adjusted as set forth in Section 3.2.
 - 3.1.1. Administration Fee. The Administration Fee set forth in each SLE shall be due and payable annually in advance prior to each anniversary of the Commencement Date of this MLA.
 - 3.1.2. Annual Use Fee. The first Annual Use Fee noted each SLE shall be due and payable upon LICENSEE's execution of said SLE. The Annual Use Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date of the MLA for the convenience of both Parties, without affecting the Term of this License as specified in Section 2.1 of the Basic Master License Provisions.
 - 3.1.3. Application Fee. LICENSEE agrees to pay a processing/application fee, per SBCTA's current policy, when applying for the installation of a new facility. The Application fee shall be submitted concurrently with the Application Form for the new SLE.
 - 3.1.4. Additional Use Fee. If additional use fees are indicated on an SLE, the fee noted therein shall be due and payable upon execution of said SLE by LICENSEE.
- 3.2. Use Fee Adjustment.
 - 3.2.1. Annual CPI Adjustment. The Annual Use Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date (the "Adjustment Date"). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Annual Use Fee as of each Adjustment Date shall be the greater of the Annual Use Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the latest CPI figure as of the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the latest CPI figure as of the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside - San Bernardino - Ontario, all items, not seasonally adjusted (DECEMBER 2017 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics (Bureau) under the Series Id: [CWURS49CSA0](#), or if such index is no longer published,

the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period DECEMBER 2017 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SBCTA.

- 3.2.2. Fair Market Adjustment. At intervals of not less than three (3) years, the Annual Use Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SBCTA in good faith. Such increases shall be effective as of thirty (30) days after written notice from SBCTA to LICENSEE of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on any subsequent date and thereafter at intervals of not less than three (3) years apart.
- 3.3. Late Charge. LICENSEE acknowledges that late payment by LICENSEE of any payment owed to SBCTA under this License will cause SBCTA to incur costs not contemplated by this License, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from LICENSEE is not received by SBCTA within five (5) days of when due, LICENSEE shall pay to SBCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SBCTA will incur by reason of a late payment by LICENSEE. Acceptance of any late payment charge shall not constitute a waiver of LICENSEE's default with respect to the overdue payment, nor prevent SBCTA from exercising any of the other rights and remedies available to SBCTA under this License, at law or in equity. In addition, any payment not made within 15 days of when due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

4. TAXES

LICENSEE shall be liable for and agrees to pay promptly and prior to delinquency, any applicable tax or assessment, including but not limited to any possessory interest tax as described in California Revenue and Taxation Code Section 107, levied by any governmental authority: (a) against the Improvements, the Premises and/or any

personal property, fixtures or equipment located on or placed on the Premises, whether owned by LICENSEE or any person or entity acting for or at the request of LICENSEE; or (b) as a result of the LICENSEE's or the Improvements' operations.

5. LIENS

LICENSEE will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. LICENSEE shall not suffer or permit to be filed or enforced against the Premises or the

Improvements, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance, Work, activities, or operations of LICENSEE, or out of any other claim or demand of any kind. The term "Work" under this MLA means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. LICENSEE shall provide SBCTA with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the Improvements. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SBCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SBCTA from any and all such obligations and claims, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of SBCTA. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SBCTA in compliance with applicable California law. If LICENSEE does not discharge any mechanic's lien or stop notice for works performed for LICENSEE, SBCTA shall have the right to discharge same (including by paying the claimant) and LICENSEE shall reimburse SBCTA for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. In such circumstances, LICENSEE shall pay an additional fee to SBCTA of twenty five percent (25%) of the costs of the discharge of the lien or stop notice in order to cover SBCTA's administrative costs. SBCTA reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SBCTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this MLA.

6. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, LICENSEE assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SBCTA Property and any other property of, or under the control or custody of, LICENSEE, which is on or near the Premises. LICENSEE's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SBCTA Property, accident or fire or other casualty on the SBCTA Property, and electrical discharge, noise or vibration resulting from SBCTA's transit operations on or near the SBCTA Property. The term "SBCTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SBCTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SBCTA. LICENSEE, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by LICENSEE or for whose acts LICENSEE is liable (collectively, "Personnel"), as a material part of the consideration for this License, hereby waives all claims and demands against SBCTA for any such loss, damage or injury of LICENSEE and/or its Personnel. **In that connection, LICENSEE expressly 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 of this License.

7. DEFAULT, BREACH AND REMEDIES

7.1. Licensee Default. LICENSEE shall be deemed to have breached and be in default under this License when any of the following occurs:

- (a) LICENSEE shall fail to make any payment or any reimbursement to SBCTA required herein when due;
- (b) LICENSEE shall vacate all or a substantial portion of the Premises, whether or not LICENSEE is in default of the payment or other charges due under this License;
- (c) LICENSEE shall fail to comply with any other term, provision or covenant of this License, and shall not cure such failure within thirty (30) days after written notice thereof to LICENSEE; or
- (d) LICENSEE shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any applicable federal, state, SBCTA or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SBCTA or any rail carrier operating upon the affected rail line(s) on the Premises or SBCTA's adjacent right of way.

7.2. SBCTA's Remedies.

- 7.2.1. Termination. Upon the occurrence of LICENSEE's default and breach, SBCTA shall have the right, upon reasonable notice or demand, to terminate this License, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom LICENSEE and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SBCTA may have under this License, at law or equity by reason of LICENSEE's default or of such termination.
- 7.2.2. Corrective Measures. Should LICENSEE default on, breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SBCTA at its option may perform any corrective measures deemed by SBCTA in its sole and absolute discretion to be necessary or appropriate to protect public health or safety or SBCTA's legitimate governmental or proprietary interests or the interests of its railroad operators, at LICENSEE's expense (including fees, costs and interest) which LICENSEE agrees to pay to SBCTA upon demand.
- 7.2.3. Costs. If SBCTA incurs any cost or expense occasioned by the default of LICENSEE (including but not limited to attorneys' fees and costs), then SBCTA shall be entitled to receive such costs together with interest on all funds SBCTA expends at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation: brokers' fees incurred by SBCTA in connection with relicensing the whole or any part of the Premises; the costs of removing and storing LICENSEE's or other occupant's property; the costs of repairing, altering,

and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SBCTA, rail operators and future licensees; and all reasonable expenses incurred by SBCTA in enforcing or defending SBCTA's rights and remedies, including reasonable attorneys' fees whether or not suit is actually filed.

- 7.2.4. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein.
- 7.3. SBCTA Default and Licensee's Remedies. SBCTA shall not be in default under this License unless SBCTA fails to perform obligations required of SBCTA within sixty (60) days after written notice is delivered by LICENSEE to SBCTA specifying the obligation which SBCTA has failed to perform; provided, however, that if the nature of SBCTA's obligation is such that more than sixty (60) days are required for performance, then SBCTA shall not be in default if SBCTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. LICENSEE's exclusive remedies shall be an action for specific performance.

8. INDEMNIFICATION

- 8.1. LICENSEE, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SBCTA), and hold harmless SBCTA in all its capacities, and its members, commissioners, officers, directors, employees, agents, consultants, contractors, partners, affiliated entities, subsidiaries, permittees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the LICENSEE or its Personnel (as defined in Section 6, Assumption of Risk and Waiver) or invitees of LICENSEE in connection with the SBCTA Property or the presence upon or performance of activities by LICENSEE or its Personnel with respect to the SBCTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of LICENSEE or its Personnel, or (iii) non-performance or breach by LICENSEE or its Personnel of any term or condition of this License, in each case whether occurring during the Term of this License or thereafter.
- 8.2. The LICENSEE acknowledges that any construction allowed on the Premises pursuant to this License is not being performed for SBCTA's benefit or on SBCTA's account and that this is an agreement allowing LICENSEE and/or its contractor(s) to enter upon SBCTA's Property as an accommodation within the meaning of California Civil Code Section 2782.1. Therefore, the foregoing indemnity shall be effective regardless of any negligence (whether active, passive, gross, derivative, sole, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross 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 License. Upon request of SBCTA, LICENSEE shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this License.

- 8.3. Claims against the Indemnitees by LICENSEE or its Personnel shall not limit the LICENSEE's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for LICENSEE or its Personnel under workers' compensation, disability benefits or other employee benefits laws or insurance.
- 8.4. The indemnification and defense obligations of LICENSEE set forth in this section shall survive the termination of this License.

9. INSURANCE

- 9.1. SBCTA's Insurance. SBCTA may maintain insurance covering the Premises and SBCTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SBCTA and under its sole control. LICENSEE's insurance policies shall provide primary coverage to SBCTA; when any such policy issued to SBCTA provides duplicate coverage or is similar in coverage, SBCTA's policy will be excess over LICENSEE's policies.

- 9.1.1. Licensee's Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this License insurance as required by SBCTA in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or any Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, LICENSEE shall furnish SBCTA with insurance endorsements and/or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SBCTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by LICENSEE under this License. Self-insurance is not permitted. However, SBCTA may, in its sole and absolute discretion, permit self-insurance on a case by case, coverage by coverage basis where the LICENSEE has documented, to SBCTA's sole satisfaction, sufficient available assets and/or available funds and sufficient legal security in those assets to assure SBCTA that its risk is not greater than it would have been with acceptable insurance coverage, and otherwise meeting SBCTA's self-insurance requirements. The privilege to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SBCTA at its sole and absolute discretion at any time. Upon revocation of self-insurance privilege, LICENSEE shall immediately provide all required insurances.

9.2 Increases to Insurance. If any increase in the fire and extended coverage insurance premiums paid by SBCTA is caused by LICENSEE's use and occupancy of the Premises, or if LICENSEE vacates the Premises and causes any increase in such premiums, then LICENSEE shall pay as an additional fee the amount of such increase to SBCTA, and, upon demand by SBCTA, the amount required to correct at LICENSEE's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

10. MAINTENANCE AND REPAIR

LICENSEE, at LICENSEE's sole expense, shall during the Term of this License maintain the Improvements in a first-class condition, shall maintain the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements in good order and condition to SBCTA's sole satisfaction. If any portion of the SBCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the Premises by LICENSEE or LICENSEE's employees, agents, customers, invitees, licensees, consultants, and contractors (collectively, "LICENSEE's Parties"), including but not limited to damage arising from any tests or investigations conducted upon the Premises, LICENSEE shall, at its own cost and expense, immediately repair all such damage and restore the SBCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by LICENSEE or LICENSEE's Parties. LICENSEE shall not perform any maintenance on railroad tracks and facilities without express prior written approval of and direction from SBCTA or the railroads with valid operating authority over SBCTA's lines and compliance with all applicable standards, specifications and safety requirements in each instance.

11. ALTERATIONS AND CONSTRUCTION

Except as otherwise provided herein, LICENSEE shall make no alterations, additions or Improvements to the Premises without obtaining the prior written consent of SBCTA in each instance. Any work performed or caused to be performed by LICENSEE on the Improvements or the Premises shall be performed: (a) at LICENSEE's sole cost and expense; (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SBCTA's rules and regulations); and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SBCTA. LICENSEE shall submit written notice and work plans to SBCTA for review and approval at least thirty (30) days prior to commencement of any work on the Premises. Any such work must be carried out pursuant to the work plans approved in writing by SBCTA and in compliance with any and all SBCTA rules, regulations and other requirements. SBCTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. Unless otherwise requested by SBCTA, upon completion of any work, LICENSEE shall restore the SBCTA Property to its condition immediately preceding the commencement of such work.

12. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of LICENSEE performing Work on the Improvements or the Premises shall first be approved in writing by SBCTA and acquire all required right of entry permits and authorizations from SBCTA and any rail operator utilizing affected or adjacent railroad tracks. With respect to such Work, LICENSEE shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SBCTA, in the amounts and coverage specified on and issued by insurance companies as described in Exhibit "B". Additionally, LICENSEE shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this License, or throughout the term of such Work (as applicable), insurance, as required by SBCTA, in the amounts and coverage specified on, and issued by insurance companies as described in Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises.

13. REIMBURSEMENT

LICENSEE agrees to reimburse SBCTA for all reasonable costs and expenses that SBCTA incurs in connection with Work on or maintenance of the Premises or the Improvements, including, but not limited to, costs incurred by SBCTA in furnishing any materials or performing any labor, reviewing LICENSEE's Work plans and inspecting any Work, installing or removing protection beneath or along SBCTA's tracks, furnishing of watchmen, flagmen and inspectors as SBCTA deems necessary and such other items or acts as SBCTA in its sole discretion deems necessary to monitor or aid in compliance with this License, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses addressed in this Section 13 shall include all costs that SBCTA incurs in complying with the work or maintenance requirements of the railroads with valid operating authority over SBCTA's lines.

14. LANDSCAPING

If required by SBCTA, then LICENSEE, at its sole cost and expense, shall install barrier landscaping to shield the Improvements from public view. SBCTA shall have the right to review and approve landscaping plans prior to installation. All landscaping activities shall be done in accordance with the provisions of Section 11 above (Alterations and Construction).

15. MARKERS

Except as modified by any additional provisions attached at Exhibit "D", project markers in form and size satisfactory to SBCTA, identifying the Improvements and their owner(s), shall be installed and constantly maintained by and at the expense of LICENSEE at such locations as SBCTA shall designate. Such markers shall be relocated or removed upon request of SBCTA without expense to SBCTA. Absence of markers in or about SBCTA Property does not constitute a warranty by SBCTA of the absence of subsurface installations.

16. COMPLIANCE WITH LAWS

LICENSEE shall comply with all applicable federal, state and local laws, regulations, rules and orders in its Work on, or maintenance, inspection, testing or use of, the SBCTA Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SBCTA. LICENSEE shall obtain all required permits or leases required by any governmental authority for its use of the Premises, at its sole cost and expense. LICENSEE shall comply with all SBCTA policies, rules and regulations applicable to its properties. Subject to SBCTA's approval, LICENSEE shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of LICENSEE's use of the Premises. LICENSEE shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at LICENSEE's sole expense.

17. SBCTA'S RIGHT OF ACCESS

- 17.1. Inspections. SBCTA shall have the right at any time (upon provision of reasonable notice of inspection to LICENSEE) or in case of emergency (without notice), to inspect the Premises in order to protect SBCTA's interests therein and to monitor compliance with this License, including compliance with applicable federal, state and local laws, regulations, rules and orders. Failure to submit to or cooperate with any inspection may result in termination of the License.
- 17.2. Tests. If, in SBCTA's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises or SBCTA Property, adjacent property or SBCTA's operations, SBCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. LICENSEE shall cooperate with SBCTA in any tests or inspections deemed necessary by SBCTA.
- 17.3. Costs. LICENSEE shall pay or reimburse SBCTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter. SBCTA may establish an inspection fee, which may be changed from time to time, as part of an inspection program. The user shall pay such fee for each such inspection. Failure to pay the fee may result in termination of the License.
- 17.4. Sale or Lease of Premises. SBCTA may at any time place on or about the Premises (including the Improvements) any ordinary "for sale" and "for lease" signs. LICENSEE shall also permit SBCTA and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

18. ENVIRONMENTAL ASSESSMENT

Upon execution of this License, SBCTA may, in its sole discretion and if applicable, require LICENSEE to retain a duly licensed environmental consultant acceptable to SBCTA who shall perform an environmental assessment of the Premises and LICENSEE's and LICENSEE's Parties' business activities and prepare a report on LICENSEE's and/or LICENSEE's Parties' compliance with the provisions of this section. SBCTA may require LICENSEE to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this License, the cost of which shall be the sole responsibility of LICENSEE. LICENSEE shall provide a copy of the report or reports from the consultant(s) promptly to SBCTA upon receipt, and upon request shall promptly provide to SBCTA a copy of all data, documents and other information prepared or gathered in connection therewith.

19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY

- 19.1. LICENSEE shall operate and maintain the Premises in compliance with all Environmental Laws, and shall not cause or permit the Premises to be in violation of any Environmental Law which is now or may hereafter become applicable to LICENSEE or the Premises. As used herein, "Environmental Law(s)" means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SBCTA in writing as shown on Exhibit "C", LICENSEE shall not cause or permit, or allow any of LICENSEE's Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SBCTA Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Material" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.
- 19.2. LICENSEE shall indemnify, defend (by counsel acceptable to SBCTA) and hold harmless the Indemnitees (as defined in Section 8, Indemnification) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) LICENSEE's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SBCTA Property which: (i) occurs due to the use and occupancy of the Improvements or the Premises by LICENSEE or LICENSEE's Parties, or (ii) is made worse due to the act or failure to act of LICENSEE or LICENSEE's Parties.
- 19.3. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees;

shall survive expiration or termination of this License; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License.

- 19.4. In addition, in the event of any release on or contamination of the Premises, LICENSEE, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SBCTA Property and all affected adjacent property – whether or not owned by SBCTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SBCTA and any governmental authorities having jurisdiction.

20. UNDERGROUND STORAGE TANKS

- 20.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SBCTA, WHICH APPROVAL MAY BE WITHHELD IN SBCTA'S SOLE DISCRETION.
- 20.2. At SBCTA's option, upon the termination of this License at any time and for any reason, LICENSEE shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Material in, on, under and about the Premises, in accordance with the requirements of all Environmental Laws and to the satisfaction of SBCTA and any governmental authorities having jurisdiction thereover, and deliver to SBCTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

21. CONDEMNATION

In the event all or any portion of the Premises shall be taken or condemned for public use by another governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to SBCTA.

22. BROKER'S FEES

LICENSEE represents and warrants that it has dealt with no broker, agent or other third party in connection with this transaction and LICENSEE agrees to indemnify and hold SBCTA harmless from and against any claims by any broker, agent or other party claiming a commission or other form of compensation by virtue of having dealt with LICENSEE with regard to obtaining this License.

23. SUBORDINATE RIGHTS

This License is subject and subordinate to the prior and continuing rights and obligation of SBCTA, its successors and assigns, to use the SBCTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body, and to all Bonds, and their respective indentures, issued by SBCTA in any of its capacities and/or by any of its affiliated entities now in place or hereafter issued. Accordingly, there is reserved and retained

unto SBCTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SBCTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SBCTA Property or the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. LICENSEE shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SBCTA's exercise of any right hereunder. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SBCTA Property now or hereafter. This License is executed and delivered by SBCTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or a covenant against the existence of any such title exceptions.

24. ABANDONMENT

Should LICENSEE at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this License shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SBCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this License.

25. GENERAL PROVISIONS

- 25.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic Master License Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.
- 25.2. Governing Law. This License shall be governed by the laws of the State of California.
- 25.3. Binding Effect. The terms, provisions and covenants and conditions contained in this License shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this License as LICENSEE, then each shall be jointly and severally liable for all obligations of LICENSEE hereunder.
- 25.4. No Third Party Beneficiaries. This License is not intended by either party to confer any benefit on any third party other than the constituent members of SBCTA, including without limitations any broker, finder, or brokerage firm.
- 25.5. Severability. If any term, covenant, condition or provision of this License, or the application thereof to any person or circumstance, shall to any extent be held by a court

of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this License, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- 25.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SBCTA that is not paid when due shall bear interest, beginning on the 61st day from the date of receipt of invoice therefor, at the maximum rate then allowable by law. Such interest will be due SBCTA as it accrues. Payment of such interest shall not excuse or cure any default by LICENSEE under this License, provided, however, that interest shall not be payable on late charges incurred by LICENSEE.
- 25.7. Captions. The captions included in this License are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this License or any provision hereof, or in any way affect the interpretation of this License.
- 25.8. Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this License shall survive the expiration or earlier termination of this License, including without limitation all indemnity and defense obligations, all payment obligations with respect to Fees and all obligations concerning the condition of the SBCTA Property and the Improvements.
- 25.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this License shall not invalidate this License, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this License, such patterns of practice shall not waive in part or in full SBCTA's right to insist upon strict accordance with any of the provisions of this License. The subsequent acceptance of payments hereunder by SBCTA shall not be deemed to be a waiver of any preceding breach by LICENSEE of any provisions, covenant, agreement or condition of this License, other than the failure of LICENSEE to pay the particular payment so accepted, regardless of SBCTA's knowledge of such preceding breach at the time of acceptance of such payment.
- 25.10. Effective Date/Nonbinding Offer. Submission of this License for examination or signature by LICENSEE does not constitute an offer of or option for a license and it is not effective as a license or otherwise until executed and delivered by both SBCTA and LICENSEE. Each individual executing this License on behalf of SBCTA or LICENSEE represents and warrants to the other Party that he or she is authorized to do so.
- 25.11. Assignment. This License and the license granted herein are personal to the LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this License in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SBCTA, which may be withheld in SBCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this License, which gives SBCTA the right to immediately terminate this License and seek all other available remedies for breach.

- 25.12. Entire Agreement; Amendments. This License, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this License. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SBCTA or LICENSEE, or anyone acting on behalf of SBCTA or LICENSEE, other than those contained in this License. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this License shall be binding upon the Parties unless they are in writing and executed by the Parties.
- 25.13. Attorneys' Fees. If either SBCTA or LICENSEE commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this License or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SBCTA becomes involved in any action, threatened or actual, by or against anyone not a party to this License, but arising by reason of or related to any act or omission of LICENSEE or LICENSEE's Parties, LICENSEE agrees to pay SBCTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.
- 25.14. Nondiscrimination. LICENSEE certifies and agrees that all persons employed by LICENSEE and LICENSEE's affiliates, subsidiaries, or holding companies, and any contractors retained by LICENSEE with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.
- 25.15. Further Acts. LICENSEE agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this License, including, at SBCTA's sole discretion, the relocation of the Improvements and the license granted hereby.
- 25.16. Time of Essence. Time is of the essence for this License.
- 25.17. Certificates. LICENSEE agrees from time to time within ten (10) days after request of SBCTA, to deliver to SBCTA, or SBCTA's designee, all financial statements for the previous three (3) fiscal years of LICENSEE, and an estoppel certificate stating that this License is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this License and such other matters pertaining to this License as may be requested by SBCTA.
- 25.18. Security Measures. LICENSEE hereby acknowledges that the payments payable to SBCTA hereunder do not include the cost of guard service or other security measures, and that SBCTA shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of LICENSEE, LICENSEE's Parties and their property from acts of third parties.

- 25.19. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this License.
- 25.20. No Recording. LICENSEE shall not record or permit to be recorded in the official records of the county where the Premises are located, this License, any memorandum of this License or any other document giving notice of the existence of this License or the license granted hereby.
- 25.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, LICENSEE shall maintain, at LICENSEE’s expense, competent flagmen to protect and control movement of vehicles and equipment of LICENSEE or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SBCTA and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.
- 25.22. Additional Provisions. Those additional provisions set forth in Exhibit “D”, if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit “A”

**SPECIFIC LICENSE EXHIBIT (SLE) to
MASTER LICENSE AGREEMENT**

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “A”**SBCTA Contract No. 23-1002930****SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT**

This Specific License Exhibit (“SLE”) to Master License Agreement is entered into this _____ day of _____, 2023, by and between the San Bernardino County Transportation Authority (“SBCTA” or “Licensor”) and CITY OF REDLANDS (“Licensee”), pursuant to the provisions of the Master License Agreement dated _____, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 8-inch, 10 gauge ductile iron pipe potable waterline with warning tape.

Use of Premises:

Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the “Utility Project.” To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee’s commencement of the Utility Project. Exhibit “E”: SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands

Subdivision: Redlands

Address and/or Milepost Location:

Transverse crossing at University Street then continuing along the north side of University Station and further east within Orange Blossom Trail to Judson Street.

Mile Post 9.76 to Mile Post 10.40

Approximate Area: 32,400 square feet; 0.744 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area: An underground potable waterline transverse crossing along the east side of University Street then continuing easterly longitudinally for 3,160 linear feet, more or less, 10 feet in width along the north side of SBCTA’s Redlands Subdivision.

Exhibit “A”**3. TERM.**

The term of this License shall commence on the “Commencement Date”.

Term (check one):

(X) A. Month-to-Month

() B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name: Gerard Nepomuceno

Address: 35 Cajon Street, Suite 15A, Redlands, CA 92373

Phone Number: (909)

Email Address: gnepomuceno@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) for Licensor’s costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor’s annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit “E”: SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS (\$0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee’s execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS (\$0.00) shall be due and payable upon execution of the SLE by Licensee.

Exhibit “A”**8. INDEMNITY AND INSURANCE REQUIREMENTS.**

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By: _____

Name: _____

Title: _____

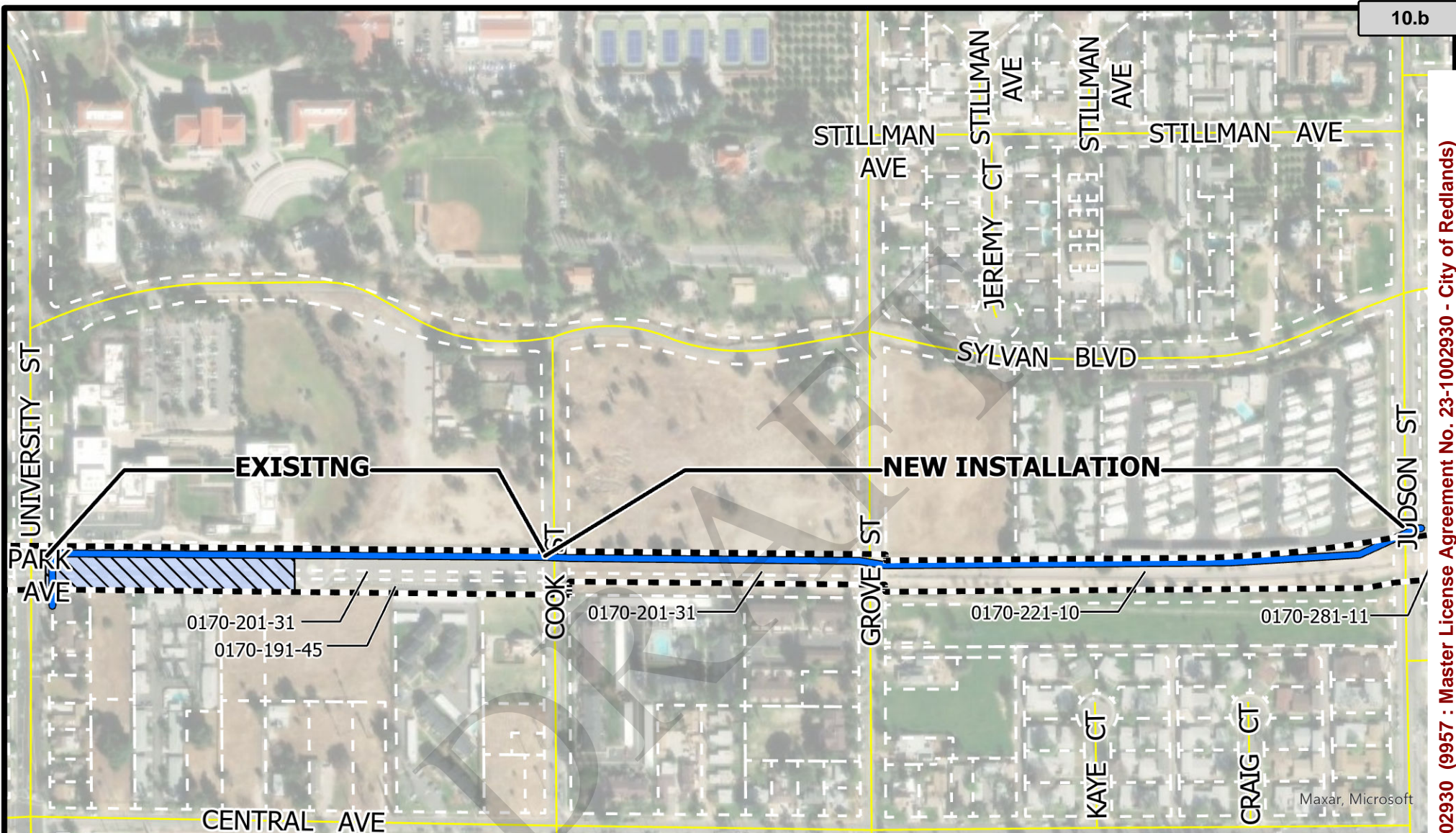
Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “A”**Attachment No. 1****To****Specific License Exhibit****Contract No. 23-1002930****Map/Depiction of Premises**

[See attached behind this page]

DRAFT

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

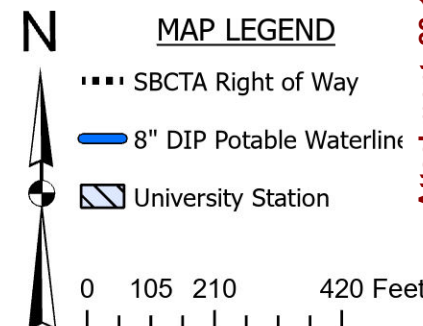


**Master License Agreement - City of Redlands
Exhibit "A" - Attachment 1 - Location 1**

APN	Nearest Cross Street	City/Community
See Map	Park Avenue	Redlands
Original Mile Post	Branch/Line	Agreement Type
9.76 to 10.40	Redlands	License
Grade Type	Orientation	Contract Number
Underground	Longitudinal	23-1002930



**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715



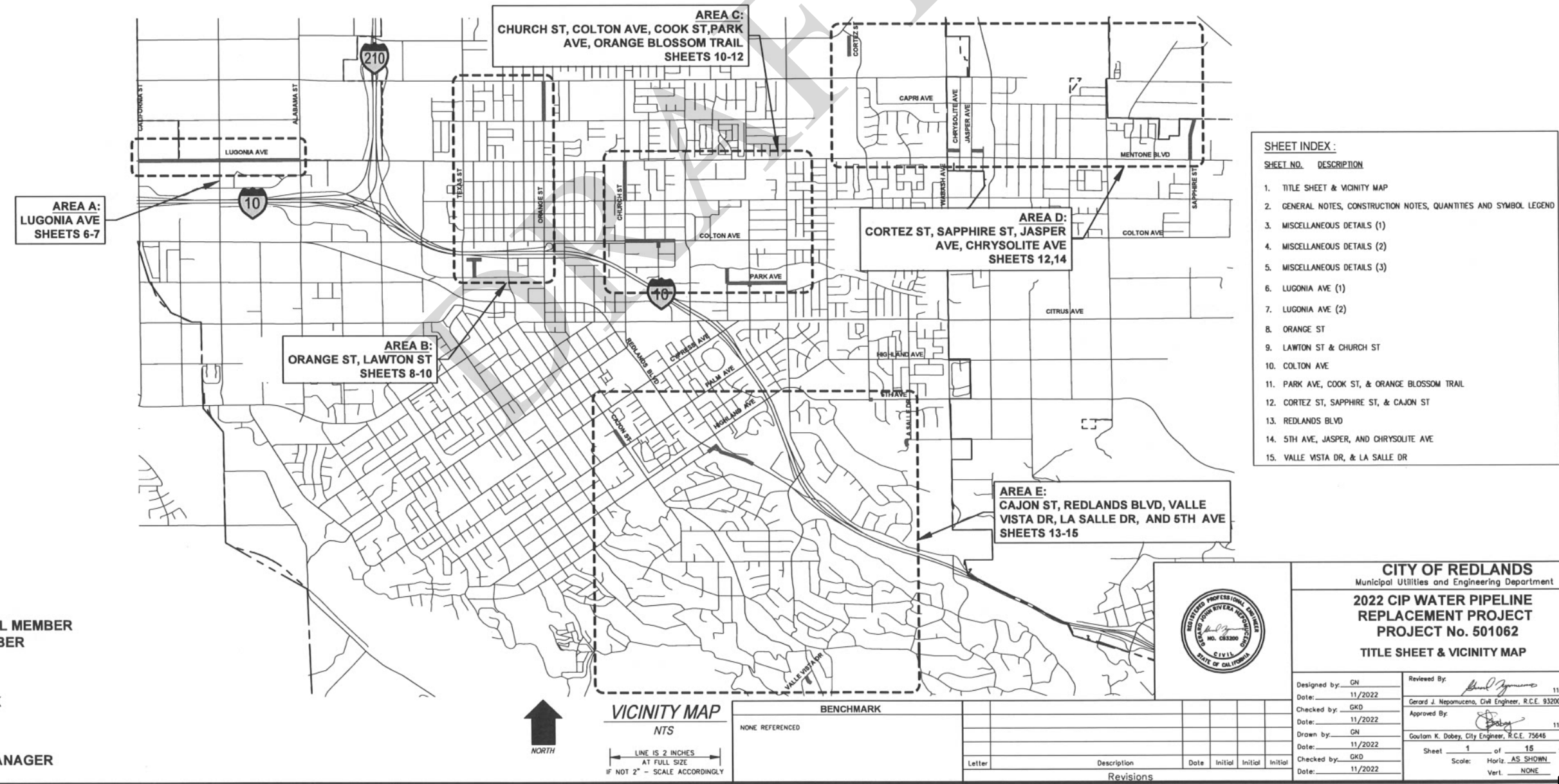
CONSTRUCTION PLANS FOR THE CITY OF REDLANDS

2022 CIP WATER PIPELINE REPLACEMENT PROJECT

PROJECT No. 501039



NOVEMBER 2022



CITY COUNCIL:
PAUL BARICH, MAYOR
EDDIE TEJEDA, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MICK GALLAGHER, COUNCIL MEMBER

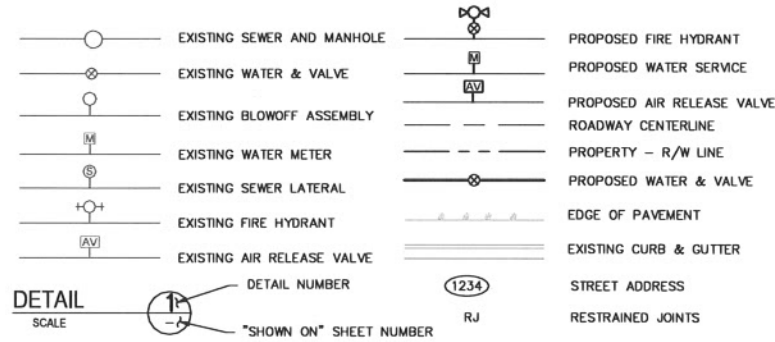
CITY CLERK:
JEANNE DONALDSON, CITY CLERK

CITY STAFF:
CHARLES M. DUGGAN JR., CITY MANAGER

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
2. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING WATER LINE, CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR, IF APPROVAL IS NOT OBTAINED ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14-DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH UP TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO-COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
3. ALL EXISTING SIGNAGE, STRIPING, PAVEMENT MARKINGS, AND TRAFFIC LOOPS, IF REMOVED/obliterated, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND CITY OF REDLANDS STANDARD SPECIFICATIONS.
4. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.
5. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
6. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
7. CONTRACTOR MAY EXPERIENCE DIFFICULTY IN EXCAVATION DUE TO ROCK OR UNSUITABLE BACKFILL MATERIAL THROUGHOUT THE PROJECT LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS AND ACCOUNT FOR ANY ADDITIONAL TIME FOR EXCAVATION OR THE NEED TO IMPORT SUITABLE BACKFILL MATERIAL. THERE WILL NOT BE ADDITIONAL CONTRACT TIME OR ADDITIONAL COMPENSATION TO REMEDIATE THESE CONDITIONS.

LEGEND



COUPLING RESTRAINT NOTE:

- AC → DI : NOT RESTRAINED
PVC → DI : RESTRAINED
DI → DI : RESTRAINED
STL → DI : WELD FLG/RESTRAINED (UNLESS OTHERWISE APPROVED)

POTABLE WATER GENERAL NOTES

1. MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF REDLANDS MUNICIPAL WATER DIVISION STANDARD SPECIFICATION (LATEST REVISION THEREOF).
2. THE APPROXIMATE LOCATIONS OF EXISTING UNDERGROUND UTILITY LINES ARE SHOWN IN THESE PLANS. THE LINES ARE PLOTTED FROM A COMBINATION OF RECORD AND FIELD DATA, AND THE CITY HAS TRIED WITHIN ITS AVAILABLE RESOURCES TO LOCATE ALL SUCH FACILITIES WITH REASONABLE ACCURACY. BY ENTERING INTO A CONTRACT FOR THIS WORK, THE CONTRACTOR AGREES PRIOR TO EXCAVATION TO NOTIFY ALL UTILITY AND IRRIGATION COMPANIES OPERATING IN THE AREA OF THE WORK, AND TO DETERMINE WITH AS MUCH ACCURACY AS IS NEEDED TO PERFORM THIS WORK, THE EXACT LOCATIONS OF ALL UNDERGROUND MAIN OR TRUNKLINE UTILITY FACILITIES.
3. ALL SERVICE CONNECTIONS TO BE MINIMUM 1" COPPER LATERALS.
4. STANDARD WATER MAIN LOCATION IS 7' OFF CURB FACE.
5. THIS DRAWING IS SCHEMATIC ONLY, DO NOT SCALE.
6. THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWISE NOTED.
7. EXISTING UTILITIES ARE SHOWN ON DEVELOPMENT PLAN.
8. HYDRO TEST TO 225 P.S.I. MIN 2 HOUR DURATION AT THE LOWEST POINT IN THE WATER MAIN.
9. VALVES (GATE & BUTTERFLY) TO BE MUELLER.
10. CONTRACTOR SHALL USE DOUBLE STRAP SERVICE SADDLES OR H.D. TAPPED COUPLINGS WHEN CONNECTING SERVICE LATERALS.
11. CONTRACTOR SHALL NOTIFY CITY 2 WEEKS PRIOR TO SHUTDOWN OF WATER MAINS.
12. INSTALLATION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.
13. METER BOXES SHALL BE DFW PLASTICS, INC. BOXES.
14. PROVIDE A MINIMUM OF 10' SEPARATION BETWEEN SEWER AND WATER LATERALS.
15. BACKFILL COMPACTION AND RE-SURFACING IN EXISTING STREETS SHALL CONFORM TO CITY OF REDLANDS GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS. (LATEST REVISION THEREOF)
16. ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS. THE SIZE SHOWN ON THE PLANS IS THE MINIMUM SIZE REQUIRED.
18. SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED.
19. IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING SERVICE. ALL CONNECTIONS SHALL HAVE CORPORATION STOPS.
20. INTERIOR WATER SYSTEM INCLUDING FIRE HYDRANTS SHALL BE COMPLETE AND ACCEPTED BY THE CITY BEFORE ANY FRAMING PERMITS WILL BE ISSUED. CONTACT CITY FIRE MARSHALL FOR INTERIOR SYSTEM INSPECTIONS.
21. CONTACT THE MUNICIPAL WATER DIVISION 48 HOURS PRIOR TO ANY WATER SYSTEM CONSTRUCTION.
22. THE FLUSHING PROCESS SHALL TAKE PLACE PRIOR TO HYDROSTATIC TESTING CHLORINATION AND FINAL FLUSHING OF THE MAIN BY THE CONTRACTOR. FINAL CONNECTIONS SHALL NOT BE MADE PRIOR TO BACTERIA TEST SAMPLES THAT MEET CITY REQUIREMENTS AND AUTHORIZATION FOR TIE-INS BY THE CITY INSPECTOR.
23. A COMPLETE SET OF "AS BUILT" DRAWINGS SHALL BE SUBMITTED TO THE MUNICIPAL UTILITIES DEPARTMENT PRIOR TO FINAL INSPECTION.
24. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.
25. WATER VALVE CANS SHALL BE PER SPEC A-20442 (SLIP CAN TYPE).
26. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL SUBMIT MATERIAL SPECIFICATIONS FOR APPROVAL BY THE CITY.
27. EXISTING WATER MAIN NEEDS TO BE CUT AND CAPPED TO KEEP EXISTING MAIN IN SERVICE UNTIL NEW MAIN AND SERVICES ARE IN SERVICE. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR TO PERFORM THIS TASK PER CITY STAFF DIRECTION.

ACCURACY DISCLAIMER

THESE DRAWINGS ARE NOT BASED ON A FIELD SURVEY. ALL BASE DRAWING INFORMATION WAS GENERATED FROM DATA INCLUDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SHAPEFILES FOR STREET CENTERLINES, RIGHT-OF-WAY, PARCEL LINES, AND UNDERGROUND UTILITIES. BASE DRAWINGS WERE THEN AUGMENTED WITH AVAILABLE UTILITY RECORD DRAWINGS, TOGETHER WITH A DESKTOP (VIRTUAL) ASSESSMENT OF STREET IMPROVEMENTS, AND A FIELD RECONNAISSANCE. THERE IS NO GUARANTEE AS TO THE ACCURACY OF SAID DRAWINGS AND POTENTIAL INTERFERENCES THAT MAY IMPACT THE PROPOSED WATERLINE CONSTRUCTION. ONCE PROPOSED ALIGNMENTS HAVE BEEN DULY ESTABLISHED IN THE FIELD AND APPROVED BY A CITY REPRESENTATIVE, CONTRACTOR SHALL POTHOLE EACH AND EVERY POTENTIAL INTERFERENCE AND CONNECTION LOCATION TO CONFIRM EXTENT OF THEIR RESPECTIVE INFLUENCES.

WATERLINE ALIGNMENTS AND ANY HORIZONTAL DEFLECTIONS ARE GENERALLY BASED ON OFFSETS FROM CENTERLINE. ANY SHOWN FITTING BENDS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT DURING CONSTRUCTION.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

CONSTRUCTION NOTES

1. INSTALL 8-INCH DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
2. INSTALL FIRE HYDRANT PER DETAIL 2, SHEET 3
3. REMOVE AND SALVAGE EXISTING FH/B.O. TO CITY YARD, ABANDON EXISTING VALVE, REMOVE RISER AND COVER, SAW-CUT PVM/T, AND FILL RISER WITH BASE PER DETAIL 1, SHEET 3
4. ABANDON EXISTING WATER MAIN IN PLACE
5. ABANDON EXISTING VALVE ON ABANDONED WATER MAIN PER DETAIL 1, SHEET 3
6. ABANDON EXISTING SERVICE AND REPLACE WITH NEW 1" COPPER WATER SERVICE FROM NEW MAIN TO EXISTING METER PER DETAIL 4, SHEET 3
7. INSTALL 11.25' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
8. INSTALL 22.5' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
9. INSTALL 45' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
10. INSTALL 90' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
11. INSTALL FLANGED TEE WITH RESTRAINED JOINTS - SIZE AS NOTED
12. INSTALL FLANGED CROSS - SIZE AS NOTED
13. INSTALL 8" GATE VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
14. INSTALL 12-INCH DIP (CLASS 350) WITH WARNING TAPE AT 36" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
15. INSTALL RESTRAINED COUPLING PER LEGEND, SHEET 2 - MATCH PIPE SIZES
16. CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3
17. RESTRAIN ALL JOINTS (OR LENGTH AS NOTED)
18. REMOVE INTERFERING PORTION OF EXISTING PIPE AND APPURTENANCES (PLUG PER SPECIFICATIONS IF TO BE ABANDONED)
19. IF EXISTING WATER LINE CONFLICTS WITH FH 6" RUN, INSTALL RUN AND RISER ONCE THE EXISTING LINE HAS BEEN ABANDONED AND REMOVED
20. CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY
21. IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 3, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION
22. INSTALL FLANGED COUPLING ADAPTER - PIPE SIZE
23. INSTALL REDUCER WITH RESTRAINED JOINTS - MATCH PIPE SIZES
24. INSTALL 12" GATE VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
25. INSTALL BLIND FLANGE - FITTING SIZE
26. INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER DETAIL 6 ON SHEET 4
27. INSTALL FIRE HYDRANT PER DETAIL 3, SHEET 4
28. INSTALL 16" DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
29. INSTALL 16" BUTTERFLY VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
30. INSTALL 24" DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
31. INSTALL 24" BUTTERFLY VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
32. ABANDON EXISTING SERVICE AND REPLACE WITH NEW 2" COPPER WATER SERVICE FROM NEW MAIN TO EXISTING METER PER DETAIL 4, SHEET 3
33. CONNECT TO EXISTING 6" FIRE SERVICE PER DETAIL 2, SHEET 4.
34. CONNECT TO EXISTING 8" FIRE SERVICE PER DETAIL 2, SHEET 4.
35. CONNECT TO EXISTING 10" FIRE SERVICE PER DETAIL 2, SHEET 4.
36. CONNECT NEW MAIN TO EXISTING 4" SERVICE LATERAL

QUANTITIES

9,529 LF
29 EA
PER PLAN
PER PLAN
PER PLAN
82 EA
PER PLAN
PER PLAN
PER PLAN
PER PLAN
22 EA
1,422 LF
PER PLAN
PER PLAN
PER PLAN
PER PLAN
32 EA
PER PLAN
PER PLAN
16 EA
PER PLAN
1 EA
4 EA
5,303 LF
8 EA
120 LF
2 EA
20 EA
7 EA
3 EA
4 EA
5 EA

***** NOTE: *****
QUANTITIES ARE SHOWN FOR REFERENCE ONLY AND DO NOT INCLUDE ANY PIPE OR SPOOLS NOT INCLUDED WITHIN THE PIPELINE STATIONING QUANTITY OR ANY ADDITIONAL FITTINGS REQUIRED TO COMPLETE CONNECTIONS AS SHOWN IN THE SPECIFIC DETAILS.

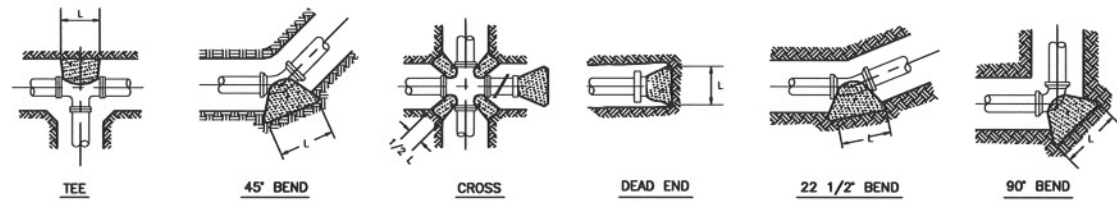
BENCHMARK									
NONE REFERENCED									
Letter	Description	Date	Initial	Initial	Initial				
Revisions									

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY



CITY OF REDLANDS	
Municipal Utilities and Engineering Department	
2022 CIP WATER PIPELINE REPLACEMENT PROJECT	
PROJECT No. 501062	
CONSTRUCTION NOTES, GENERAL NOTES, QUANTITIES AND LEGEND	
Designed by: GN	Reviewed By:
Date: 11/2022	11/10/2022
Checked by: GKD	Gerard J. Neponuceno, Civil Engineer, R.C.E. 93200 Date
Date: 11/2022	Approved By:
Drawn by: GN	11/10/2022
Date: 11/2022	Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Checked by: GKD	Sheet 2 of 15 Sheets
Date: 11/2022	Scale: Horiz. AS SHOWN
	Vert. NONE

D-20559



GENERAL NOTES

- 1. CONCRETE SHALL BE 560-C-3250 PER GREENBOOK, LATEST EDITION.
- 2. THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL, BACKFILL COMPACTED TO 95% RELATIVE COMPACTION, OR CLASS 100-E-100 SLURRY PER GREENBOOK, LATEST EDITION.
- 3. BEARING AREAS L X H ARE COMPUTED FOR TEST PRESSURES OF 225 PSI IN MAINS LAID IN A COHESIONLESS SOIL (C=0) WITH INTERNAL ANGLE OF FRICTION OF 37°, A UNIT WEIGHT OF 110 PCF, AND AT LEAST 32" OF COVER.
- 4. BEARING AREAS L X H SHALL BE APPROVED BY THE CITY WHERE MAINS: (A) BEAR AGAINST WEAKER SOIL THAN DESCRIBED ABOVE, (B) HAVE LESS THAN 32" OF COVER, OR (C) ARE NOT REPRESENTED BY A FITTING OR SIZE SHOWN HEREON.
- 5. L IS APPROXIMATELY EQUAL TO H FOR SMALLER THRUST BLOCKS. L IS GREATER THAN H FOR LARGER THRUST BLOCKS. H SHALL NOT EXCEED TRENCH HEIGHT.

THRUST BLOCK SIZES

Bearing Area (sq-ft) and Thrust Block Dimensions (in)																		
PIPE SIZE (inches)	DEAD END			TEE OR CROSS			90° BEND			45° BEND			22.5° BEND			11.25° BEND		
	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)
4	2.0	17	17	2.0	17	17	2.9	21	21	1.9	17	17	1.0	12	12	0.4	8	8
6	4.3	25	25	4.3	25	25	6.0	30	30	4.3	25	25	2.2	18	18	1.0	12	12
8	7.4	36	30	7.4	36	30	10.5	42	36	7.6	37	30	3.9	24	24	1.9	17	17
10	12.1	42	42	12.1	42	42	17.1	59	42	10.3	42	36	5.5	30	27	3.1	22	22
12	17.2	52	48	17.2	52	48	24.3	73	48	17.2	52	48	8.7	42	30	4.3	26	24
16	26.7	72	54	26.7	72	54	37.8	101	54	30.6	82	54	15.6	54	42	7.8	38	30

TYPICAL THRUST BLOCK DETAIL

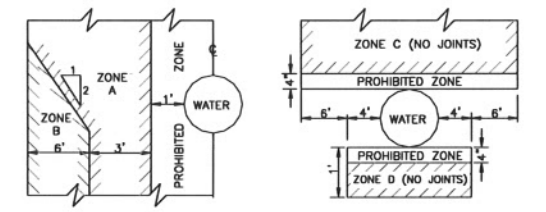
SCALE: N.T.S.

BASIC SEPARATION STANDARDS

- 1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
- 2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
- 3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

SITUATION:

LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



PARALLEL CONSTRUCTION

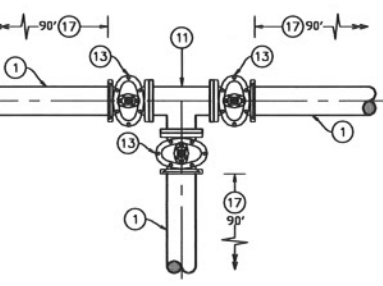
- IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.
- SEWER:
 - A. DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED WATER LINES IN THIS AREA WITHOUT A STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.
 - B. USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.
 - C. USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. - AWWA C900
 - D. USE D.I.P. OR CLASS 200 P.V.C. - AWWA C900
- RECLAIMED WATER:
 - USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. - AWWA C900
 - USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. - AWWA C900
 - USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. - AWWA C900

WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)

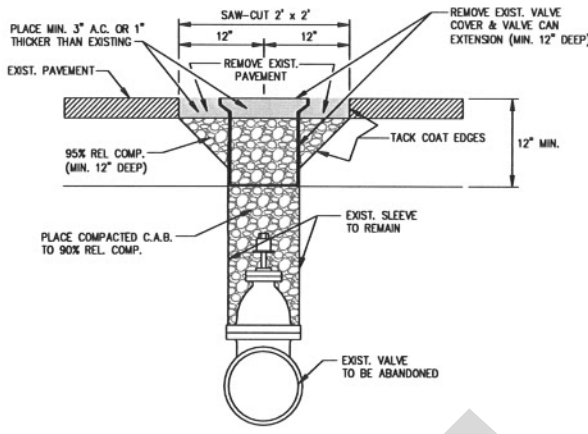
CONSTRUCTION NOTES

- 1. INSTALL 8-INCH DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
- 11. INSTALL FLANGED TEE - SIZE AS NOTED
- 13. INSTALL 8" GATE VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
- 17. RESTRAIN ALL JOINTS (OR LENGTH AS NOTED)



TYPICAL TEE DETAIL 5

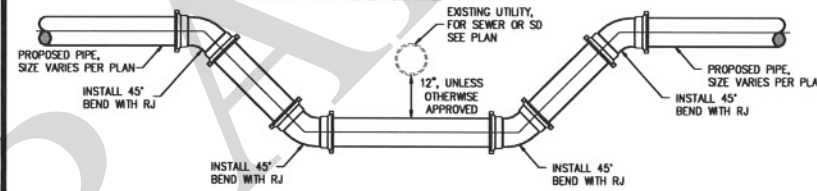
SCALE: 1" = 2'



ABANDON EXISTING VALVE DETAIL

SCALE: N.T.S.

- NOTES:
 - 1. DROP SECTION MAY BE ACHIEVED BY VERTICAL DEFLECTION OF JOINTS PER MANUFACTURER RECOMMENDATIONS.
 - 2. CONTRACTOR SHALL IDENTIFY CONFLICTING UTILITIES AN ADEQUATE DISTANCE AHEAD OF TRENCHING ACTIVITY TO ENABLE THE INSTALLATION OF AN ADEQUATE DISTANCE OF RESTRAINED JOINTS.
 - 3. ALL JOINTS SHALL BE RESTRAINED

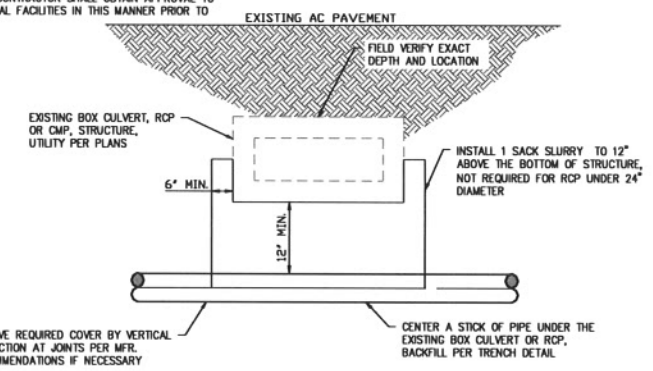


TYPICAL DROP SECTION DETAIL 3

SCALE: 1" = 2'

NOTES:

- 1. THIS DETAIL APPLIES TO STORM DRAIN CROSSINGS DENOTED ON THE PLANS.
- 2. IF ADDITIONAL CROSSINGS ARE ENCOUNTERED DURING CONSTRUCTION CONTRACTOR SHALL OBTAIN APPROVAL TO CROSS ADDITIONAL FACILITIES IN THIS MANNER PRIOR TO INSTALLATION.



BOX CULVERT CROSSING DETAIL 6

SCALE: 1" = 2'

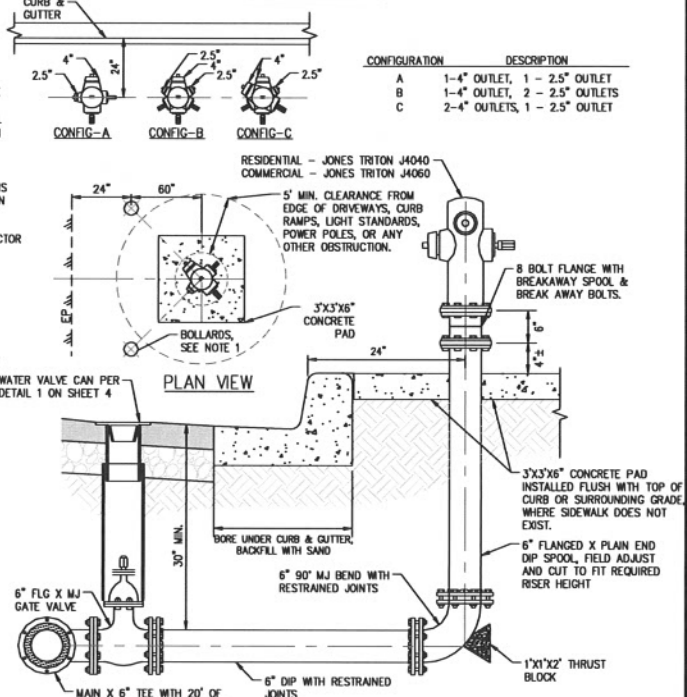
ACHIEVE REQUIRED COVER BY VERTICAL DEFLECTION AT JOINTS PER MFR. RECOMMENDATIONS IF NECESSARY

LINE IS 2 INCHES AT FULL SIZE IF NOT 2" - SCALE ACCORDINGLY

NOTES

- 1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30" +/- 2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW (FED. NO. 13655 OSHA/YELLOW, HIGH VISIBILITY) AND FINISHED WITH A CONCRETE CAP.
- 2. ALL HYDRANTS SHALL BE INSTALLED 10 FT. MIN. FROM THE END OF CURB RETURN (E.C.R.). ALL FINAL LOCATIONS SHALL BE APPROVED IN THE FIELD PRIOR TO INSTALLATION BY CITY STAFF.
- 3. VALVE CAN LIDS SHALL BE PAINTED RED BY THE CONTRACTOR
- 4. BOLTS ON THE BREAKAWAY SPOOL SHALL BE INSTALLED WITH BOLT HEAD ON TOP AND NUT ON BOTTOM. HYDRANT SHALL BE PAINTED WITH 1 COAT RUST-OLEUM #1069 PRIMER AND 2 COATS OF EITHER FIRE HYDRANT PEROXO #2420, RUST-OLEUM #7644 FEDERAL SAFETY YELLOW.
- 5. ANY WATER FACILITIES IN CONTACT WITH CONCRETE SHALL REQUIRE A BOND BREAKER.

CONFIGURATION OPTIONS

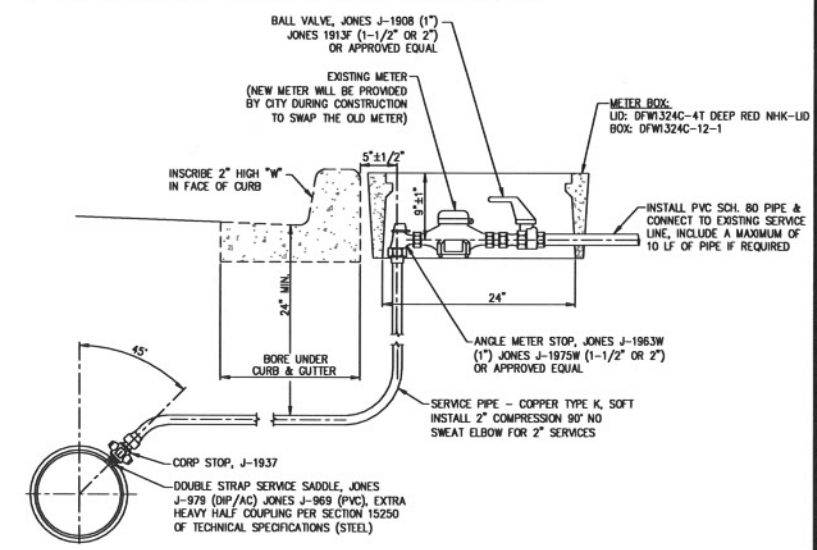


FIRE HYDRANT DETAIL 2

SCALE: N.T.S.

NOTES:

- 1. METER BOXES AND METERS SHALL BE INSTALLED PERPENDICULAR TO THE CURB, STREET OR TRAVELED WAY. IF EXISTING METER OR SHORT SIDE OF METER BOX IS NOT PERPENDICULAR IT SHALL BE ADJUSTED DURING THE NEW BOX AND SERVICE INSTALLATION.
- 2. ALL METERS SHALL BE INSTALLED LEVEL AND CENTERED WITHIN THE DROP IN LID OPENING.
- 3. CONTRACTOR SHALL INSTALL METER BOXES AT THE TIME ANGLE METER STOPS ARE INSTALLED.



RESIDENTIAL SERVICE CONNECTION 4

SCALE: N.T.S.

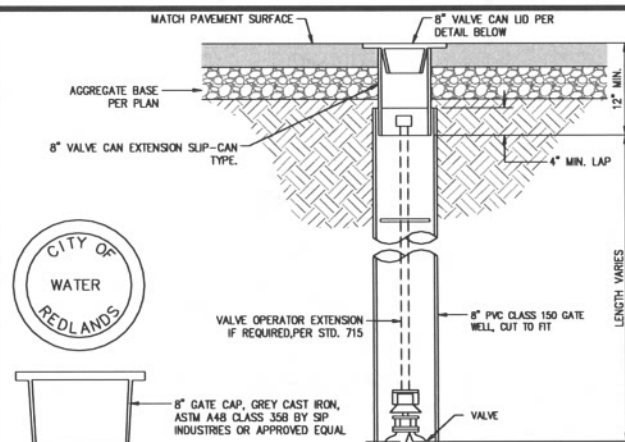


CITY OF REDLANDS Municipal Utilities and Engineering Department

2022 CIP WATER PIPELINE REPLACEMENT PROJECT PROJECT No. 501062 MISCELLANEOUS DETAILS (1)

Designed by: GN	Reviewed By: <i>[Signature]</i>	11/10/2022
Date: 11/2022	Gerard J. Napomuceno, Civil Engineer, R.C.E. 93200	Date
Checked by: GKD	Approved By: <i>[Signature]</i>	11/10/2022
Date: 11/2022	Gautam K. Dohy, City Engineer, R.C.E. 75646	Date
Drawn by: GN	Sheet 3 of 15	Sheets
Date: 11/2022	Scale: Horiz. AS SHOWN	Scale
Checked by: GKD	Veri. NONE	Veri.
Date: 11/2022		

D-20559



WATER VALVE CAN DETAIL
SCALE: N.T.S.

NOTES

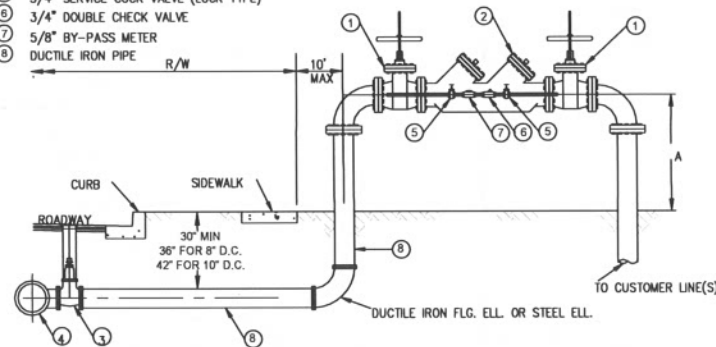
1. VALVE CANS SHALL NOT BE LOCATED IN A GUTTER OR CROSS GUTTER.
2. WHERE DEPTH TO VALVE OPERATOR IS GREATER THAN 6 FEET INSTALL AN OPERATOR EXTENSION.
3. ALL MAIN LINE VALVE LIDS SHALL BE PAINTED BLUE BY CONTRACTOR.
4. ALL FIRE HYDRANT VALVE LIDS SHALL BE PAINTED RED BY CONTRACTOR.

NOTES:

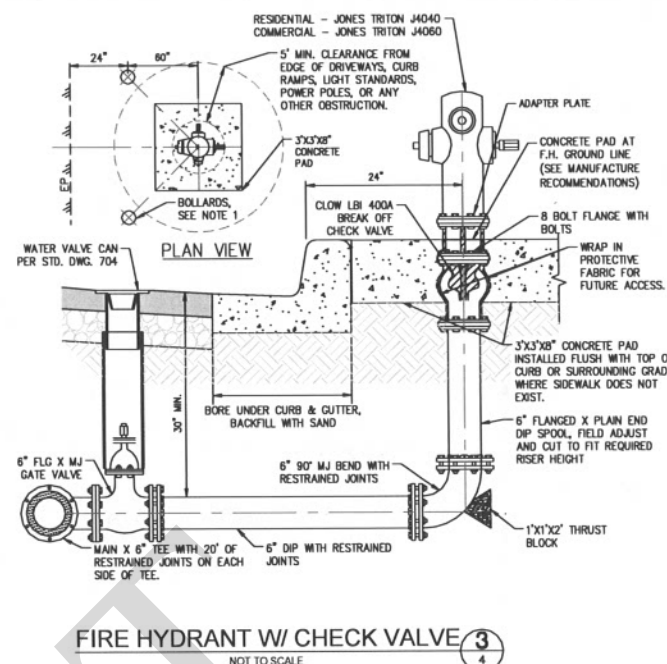
1. FLANGED GATE VALVE OUTSIDE SCREW AND YOKE (RESILIENT WEDGE OR SEAT)
2. USC APPROVED BACKFLOW PREVENTION ASSEMBLY.
3. FLANGED GATE VALVE NON RISING STEM (RESILIENT WEDGE OR SEAT) CUT IN TEE OR TAPPING SLEEVE, IF APPROVED, TAPPING SLEEVES SHALL BE FULL CIRCLE AND PRE-APPROVED.
4. FOR PVC PIPE (RMAC-SST 945)
5. FOR A.C. PIPE (MUELLER H-619 OR CLOW F-5207)
6. FOR C.I. PIPE (MUELLER H-615 OR CLOW F-5205)
7. 3/4" SERVICE COCK VALVE (LOCK TYPE)
8. 3/4" DOUBLE CHECK VALVE
9. 5/8" BY-PASS METER
10. DUCTILE IRON PIPE

GENERAL NOTE:

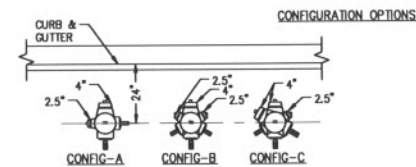
1. ALL BRASS FITTINGS SHALL BE PAINTED RED



2\"/>



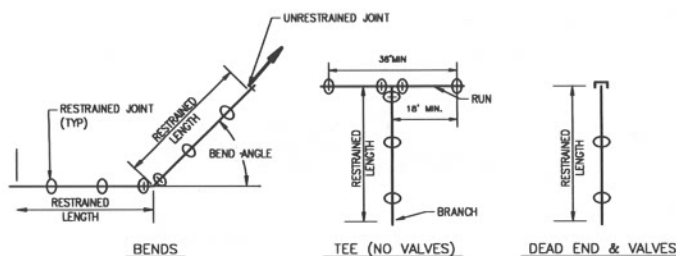
FIRE HYDRANT W/ CHECK VALVE



CONFIGURATION	DESCRIPTION
A	1-4\"/>

NOTES

1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4\"/>

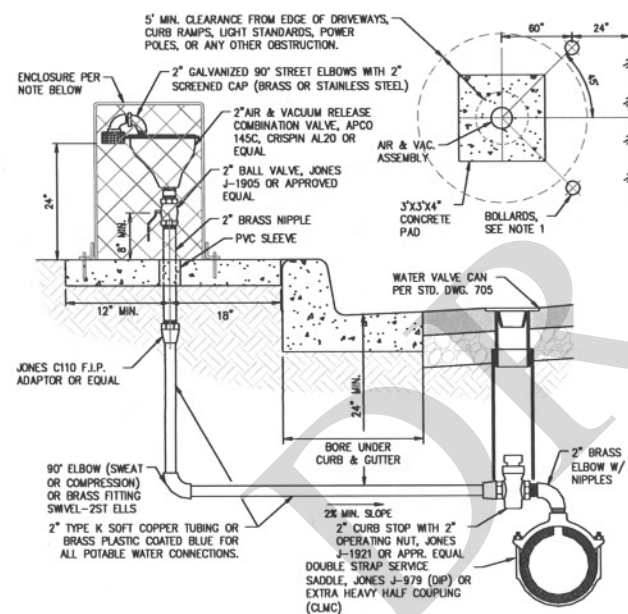


PIPE SIZE	22 1/2\"/>
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NOTES:

1. USE THE FOLLOWING GUIDELINES WHEN OTHER PIPE JOINTS ARE WITHIN 10 FEET OF THE JOINT BEING RESTRAINED:
 - A) USE THE "DEAD END" LENGTH FOR CONNECTIONS TO ANY MATERIAL EXCEPT DUCTILE IRON AND CAST IRON.
 - B) USE THE "DEAD END" LENGTH WHEN ANOTHER PIPE JOINT IS WITHIN 10 FEET OF A BEND BEING RESTRAINED.
 - C) USE THE "90 BEND" LENGTH WHEN ANOTHER PIPE JOINT IS WITHIN 10 FEET OF A TEE BEING RESTRAINED.
2. DIVIDE RESTRAINED LENGTH BY 0.85 FOR SILTY SOIL.
3. THIS TABLE IS BASED ON THE ASSUMPTION THAT THE TRENCH IS BACKFILLED TO A MINIMUM DEPTH OF 2.5 FEET WITH A SILTY SAND WHICH HAS BEEN LIGHTLY COMPACTED.
4. FOR PIPE DIAMETERS LARGER THAN 16", OR FOR CONDITIONS OTHER THAN THOSE DESCRIBED ABOVE, PLEASE REFER TO DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES FOR CALCULATING RESTRAINED LENGTH. CALCULATIONS MUST BE SUBMITTED FOR APPROVAL.
5. PROVIDE CONCRETE THRUST BLOCK @ NEAREST FITTING WHEN CONNECTING TO AN EXISTING WATERLINE.

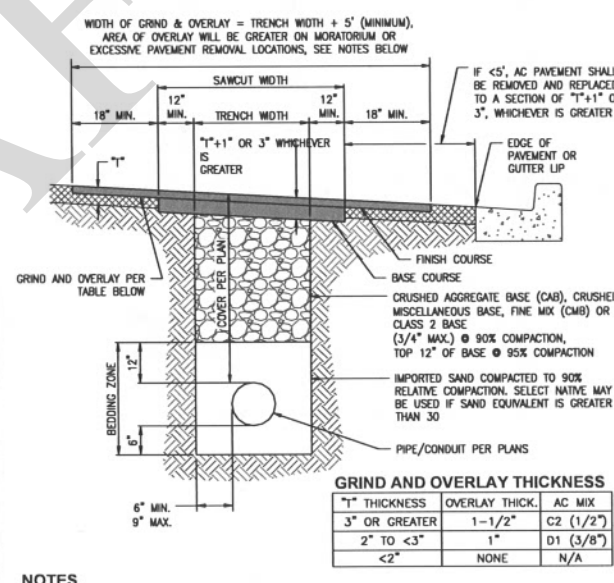
RESTRAINED JOINT DETAIL
(BASED ON SBWMD STD DWG W6.4)



NOTES

1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4\"/>

AIR AND VACUUM VALVE ASSEMBLY
NOT TO SCALE



T\"/>

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

TYPICAL TRENCH, BEDDING & SURFACE RESTORATION DETAIL
NOT TO SCALE

TRENCH REPAIR GENERAL NOTES

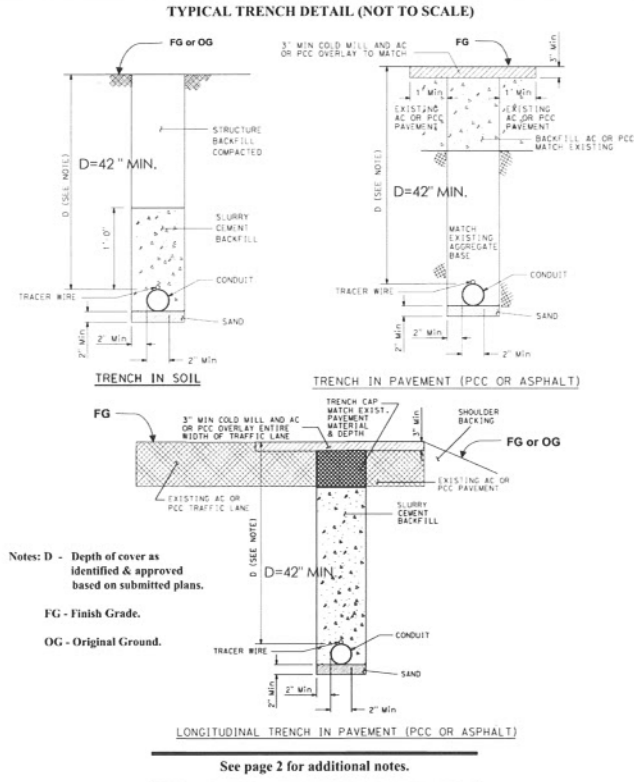
1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2016 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T-CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12\"/>

CITY OF REDLANDS
Municipal Utilities and Engineering Department
2022 CIP WATER PIPELINE REPLACEMENT PROJECT
PROJECT No. 501062
MISCELLANEOUS DETAILS (2)



Designed by: GN	Reviewed By: David J. Negomaceno	11/10/2022
Date: 11/2022	Gerard J. Negomaceno, Civil Engineer, R.C.E. 93200	Date
Checked by: GKD	Approved By: Goulam K. Dohy	11/10/2022
Date: 11/2022	Goulam K. Dohy, City Engineer, R.C.E. 75646	Date
Drawn by: GN	Sheet 4 of 15	Sheets
Date: 11/2022	Scale: Horiz. AS SHOWN	Scale
Checked by: GKD	Vert. NONE	Vert.
Date: 11/2022		

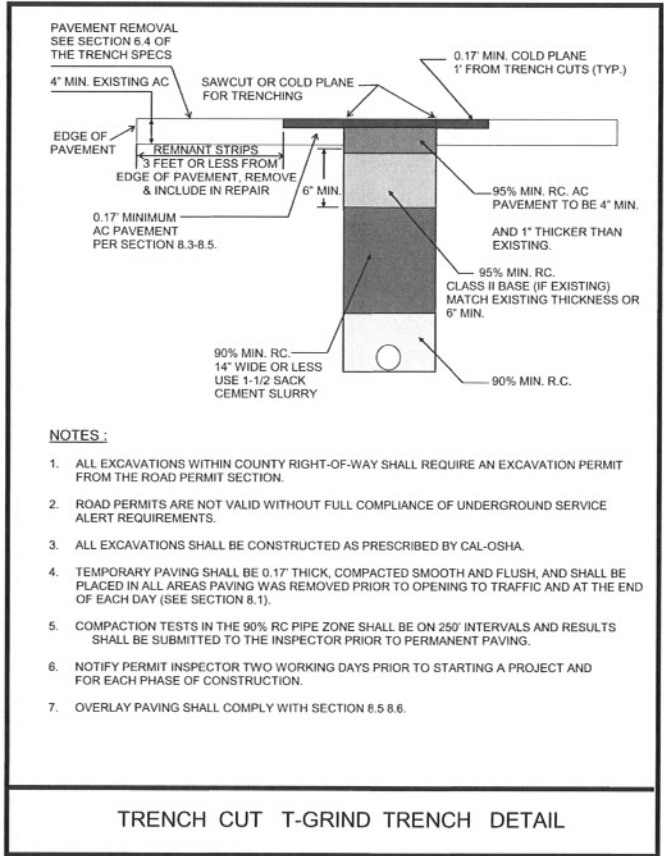
D-20559



CALTRANS TRENCH DETAIL

- NOTES:
1. PERMITTEE MUST REUSE THE SOIL WITHIN THE WORK LIMITS IN THE IMMEDIATE AREA FROM WHICH IT WAS EXCAVATED. IF ANY EXCESS SOIL IS GENERATED, IT BECOMES THE PROPERTY OF THE PERMITTEE.
 2. PERMITTEE MUST TRANSPORT ALL EXCESS SOIL OUTSIDE OF CALTRANS' RIGHT-OF-WAY, AND DISPOSE OF IT IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS.

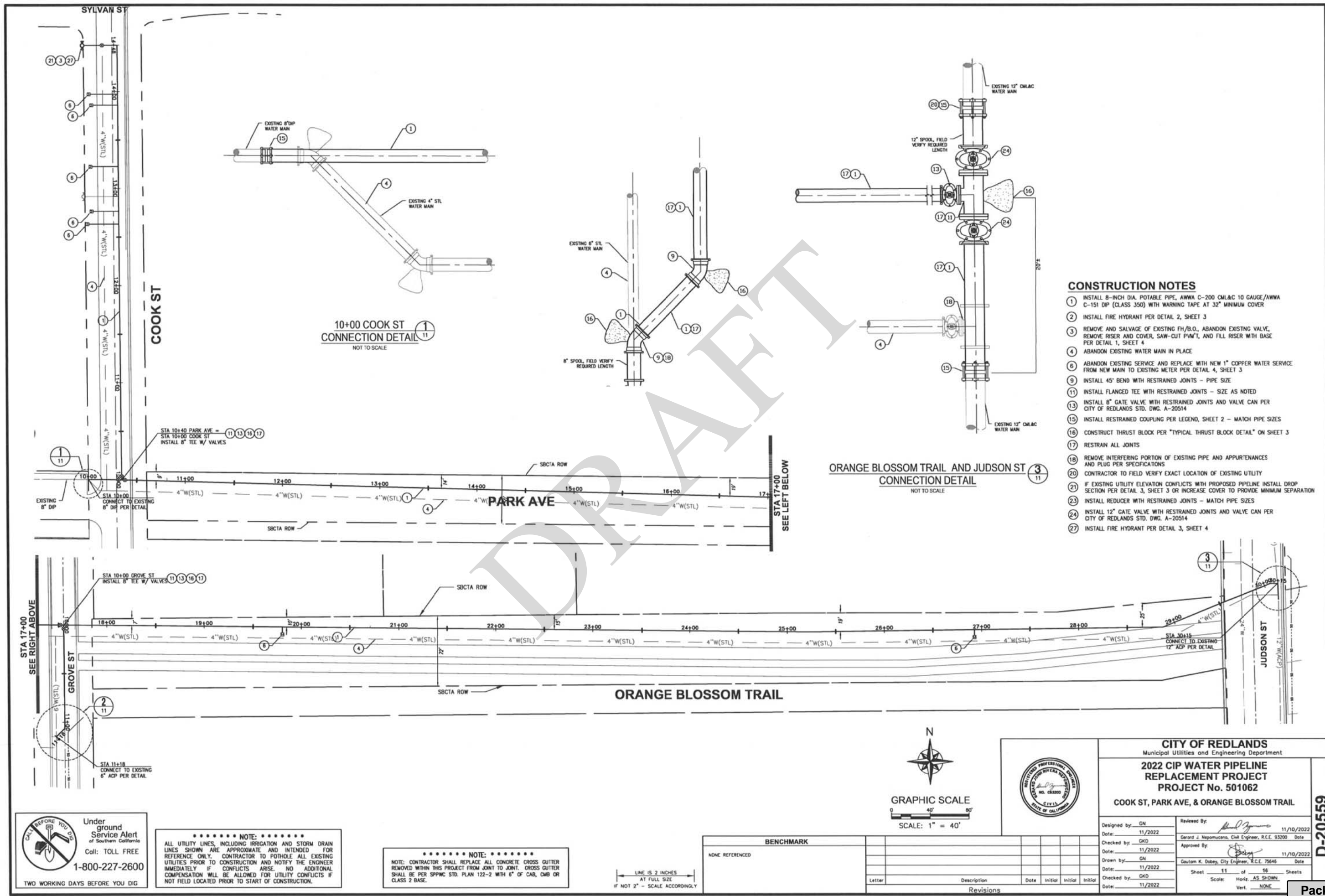
- All work must be authorized by the encroachment permit, and/or as directed by the State's representative.
- A tracer wire must be placed on top of the conduit unless specified not to.
- Clearance between the trench wall and encroachment work less than 6 inches in width shall be a minimum of 2 inches. Clearance between the trench wall and encroachment work greater than 6 inches width shall be a minimum of 6 inches.
- When the trench width is less than 2' the backfill for subgrade must consist of either slurry cement or Controlled Low-Strength Material (CLSM).
- When trench width is greater than 2' compacted aggregate base may be used for backfill.
- Structure backfill must conform to Section 19-3.02C of the Standard Specifications.
- For trench located under unimproved surface, structure backfill can use the original soil. Soil must be compacted by mechanical means. Ponding, jetting or flooding are not allowed. Slurry cement backfill is optional at the discretion of the Caltrans District.
- Slurry cement backfill must conform to Section 19-3.02E of the Standard Specifications.
- Aggregate base shall conform to Section 26 of the Standard Specifications.
- CLSM must conform to Section 19-3.02G of the Standard Specifications. When CLSM is utilized the mix design and test results must be submitted to the State's representative. See Appendix H of the Encroachment Permits Manual for additional information.
- Cold planed surface and overlay shall be to the nearest lane line for the entire length of the trench/disturbed areas, and/or as directed by the State's representative.
- A paving notch ("T" Cut) shall be cold planed in exist asphalt concrete to a minimum width of 1.0' beyond each side of the trench and to a depth of 3" for the final layer of HMA.
- HMA or PCC to replace pavement section shall match existing pavement depth, unless directed otherwise by the State's representative.
- Hot mix asphalt must conform to Section 39 of the Standard Specifications.
- A tack coat of asphaltic emulsion conforming to Section 39-2.01C (3) (f) shall be applied.
- When the trench is within 4' of curb and gutter, additional cold planing may be required at the discretion of the State's representative.
- Pavement markings and/or striping removed or damaged during construction must be replaced as directed by the State's representative.
- Other trench related details are shown in Chapter 6 of the Encroachment Permits Manual as well as the Trenching and Shoring Manual. Both publications can be found on the State of California, Department of Transportation's website.



SAN BERNARDINO COUNTY TRENCH DETAIL

BENCHMARK									
NONE REFERENCED									
Letter	Description	Date	Initial	Initial	Initial				
Revisions									

		CITY OF REDLANDS Municipal Utilities and Engineering Department 2022 CIP WATER PIPELINE REPLACEMENT PROJECT PROJECT No. 501062 MISCELLANEOUS DETAILS (3)	
Designed by: GN	11/2022	Reviewed By:	11/10/2022
Checked by: GKD	11/2022	Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200	Date
Date: 11/2022		Approved By:	11/10/2022
Drawn by: GN	11/2022	Goutam K. Dabey, City Engineer, R.C.E. 75646	Date
Date: 11/2022		Sheet 5 of 15	Sheets
Checked by: GKD	11/2022	Scale: Horiz. AS SHOWN	Vert. NONE
Date: 11/2022			



- CONSTRUCTION NOTES**
- 1. INSTALL 8-INCH DIA. POTABLE PIPE, AWWA C-200 CML&C 10 GAUGE/AWWA C-151 DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER
 - 2. INSTALL FIRE HYDRANT PER DETAIL 2, SHEET 3
 - 3. REMOVE AND SALVAGE OF EXISTING FH/B.O., ABANDON EXISTING VALVE, REMOVE RISER AND COVER, SAW-CUT P.W.M.T., AND FILL RISER WITH BASE PER DETAIL 1, SHEET 4
 - 4. ABANDON EXISTING WATER MAIN IN PLACE
 - 6. ABANDON EXISTING SERVICE AND REPLACE WITH NEW 1" COPPER WATER SERVICE FROM NEW MAIN TO EXISTING METER PER DETAIL 4, SHEET 3
 - 9. INSTALL 45° BEND WITH RESTRAINED JOINTS - PIPE SIZE
 - 11. INSTALL FLANGED TEE WITH RESTRAINED JOINTS - SIZE AS NOTED
 - 13. INSTALL 8" GATE VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
 - 15. INSTALL RESTRAINED COUPLING PER LEGEND, SHEET 2 - MATCH PIPE SIZES
 - 16. CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3
 - 17. RESTRAIN ALL JOINTS
 - 18. REMOVE INTERFERING PORTION OF EXISTING PIPE AND APPURTENANCES AND PLUG PER SPECIFICATIONS
 - 20. CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY
 - 21. IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 3, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION
 - 23. INSTALL REDUCER WITH RESTRAINED JOINTS - MATCH PIPE SIZES
 - 24. INSTALL 12" GATE VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
 - 27. INSTALL FIRE HYDRANT PER DETAIL 3, SHEET 4

Underground Service Alert
of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

******* NOTE: *******
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

******* NOTE: *******
NOTE: CONTRACTOR SHALL REPLACE ALL CONCRETE CROSS CUTTER REMOVED WITHIN THIS PROJECT FROM JOINT TO JOINT. CROSS CUTTER SHALL BE PER SPPWC STD. PLAN 122-2 WITH 6" OF C&G, CMB OR CLASS 2 BASE.

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK				
NONE REFERENCED				
Letter	Description	Date	Initial	Initial
Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP WATER PIPELINE REPLACEMENT PROJECT
PROJECT No. 501062

COOK ST, PARK AVE, & ORANGE BLOSSOM TRAIL

Designed by: GN
Date: 11/2022

Checked by: GKD
Date: 11/2022

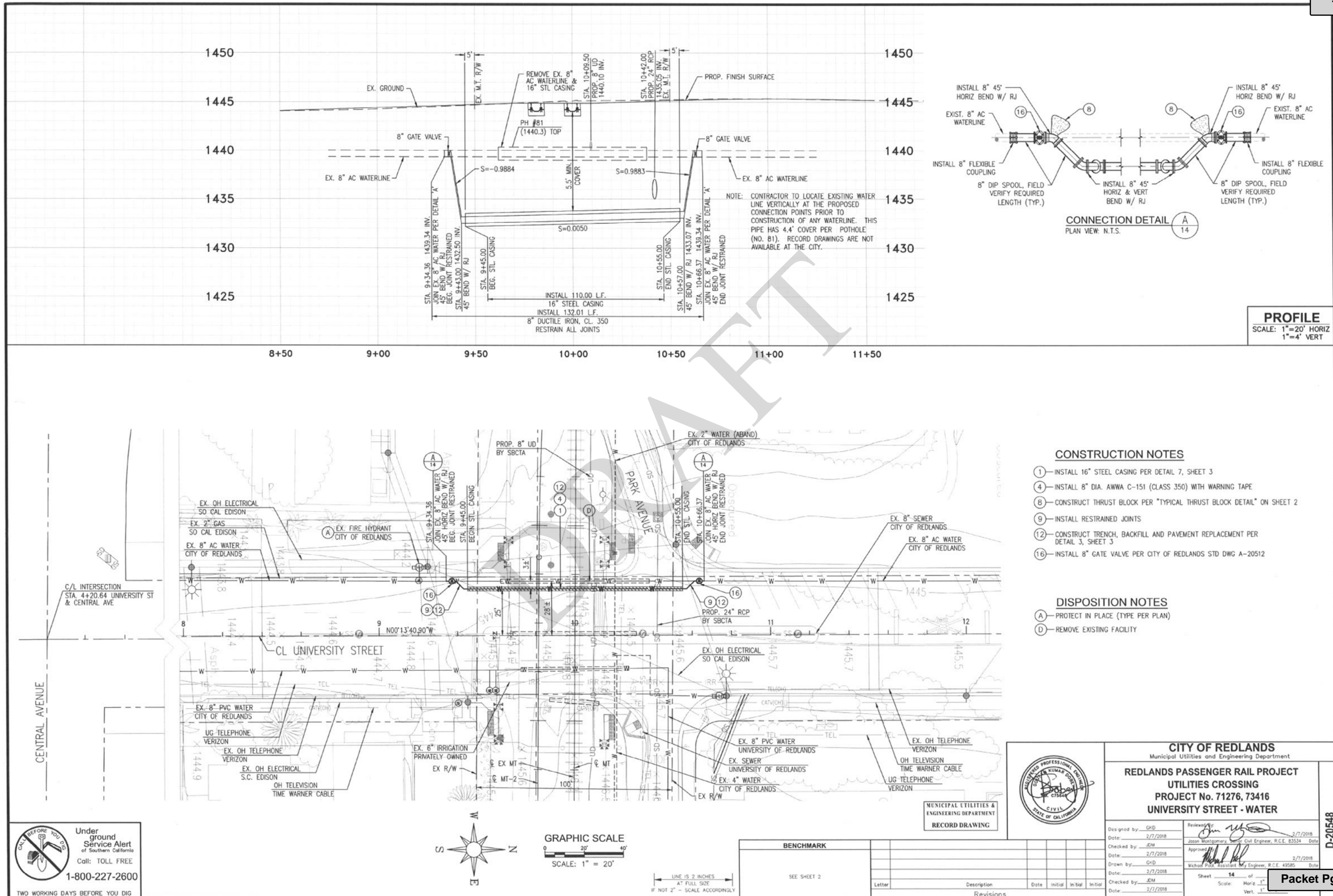
Drawn by: GN
Date: 11/2022

Reviewed by: *[Signature]*
Date: 11/10/2022

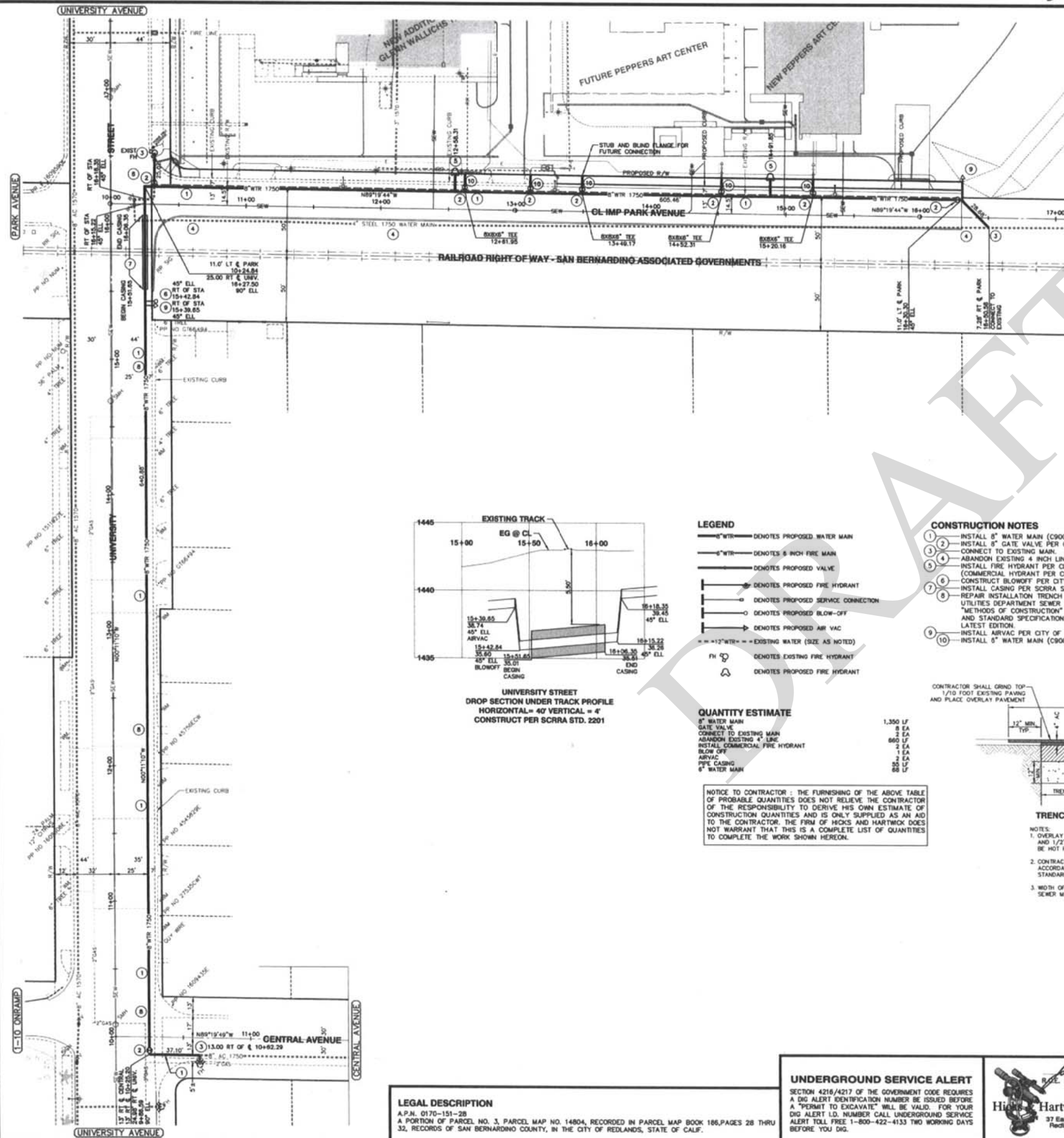
Approved by: *[Signature]*
Date: 11/10/2022

Sheet 11 of 16
Scale: Horiz. AS SHOWN
Vert. NONE

D-20559



WATER IMPROVEMENT PLANS
UNIVERSITY OF REDLANDS ART BUILDING, CUP 922, APN 0170-151-28



VICINITY MAP



PROFESSIONAL ENGINEER'S NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, 29 CFR 1910, 1926 AND 1928, AND ALL APPLICABLE STATE AND LOCAL "SAFETY ORDERS". THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS. CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE PERIOD OF CONSTRUCTION OF THIS PROJECT. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACTIONS OF THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER. THE CIVIL ENGINEER AND OWNER HEREBY RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY EACH OTHER FROM AND AGAINST ALL SUCH LIABILITY AND DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED OR OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT

LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES.

GENERAL NOTES

1. MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF REDLANDS MUNICIPAL WATER DIVISION STANDARD SPECIFICATIONS (LATEST REVISION THEREOF).
2. THE APPROXIMATE LOCATIONS OF EXISTING UNDERGROUND UTILITY LINES ARE SHOWN IN THESE PLANS. THE LINES ARE PLOTTED FROM A COMBINATION OF RECORD AND FIELD DATA AND THE CITY HAS TRIED WITHIN ITS AVAILABLE RESOURCES TO LOCATE ALL SUCH FACILITIES WITH REASONABLE ACCURACY. BY ENTERING INTO A CONTRACT FOR THIS WORK, THE CONTRACTOR AGREES PRIOR TO EXCAVATION TO NOTIFY ALL UTILITY AND IRRIGATION COMPANIES OPERATING IN THE AREA OF THE WORK AND TO DETERMINE WITH AS MUCH ACCURACY AS IS NEEDED TO PERFORM THIS WORK, THE EXACT LOCATIONS OF ALL UNDERGROUND MAIN OR TRUNK LINE UTILITY FACILITIES.
3. ALL SERVICE CONNECTIONS TO BE MINIMUM 1" COPPER LATERALS.
4. STANDARD WATER MAIN LOCATION IS 7 FEET OFF CURB FACE.
5. THIS DRAWING IS SCHEMATIC ONLY. DO NOT SCALE.
6. THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWISE NOTED.
7. HYDRO TEST TO 195 PSI MINIMUM FOR 2 HOUR DURATION AT THE LOWEST POINT IN THE WATER MAIN.
8. BUTTERFLY VALVES TO BE DRESSER 450 OR KENNEDY ADAP-TORQ, CLOW STYLE #2810
9. CONTRACTOR SHALL USE DOUBLE STRAP SERVICE CLAMPS OR H.D. TAPPED COUPLINGS WHEN CONNECTING SERVICE LATERALS.
10. CONTRACTOR SHALL NOTIFY CITY 48 HOURS PRIOR TO SHUTDOWN OF WATER MAINS.
11. INSTALLATION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.
12. METER BOXES TO HAVE CAST IRON LIDS.
13. PROVIDE A MINIMUM OF 10 FOOT SEPARATION BETWEEN SENDER AND WATER LATERALS. THE WATER SERVICE BOX TO BE LOCATED ON THE UPSTREAM SIDE OF THE SENDER LATERAL.
14. BACKFILL COMPACTION AND BACKFACING IN EXISTING STREETS SHALL CONFORM TO STREET DIVISION SPECIFICATIONS (LATEST REVISION THEREOF).
15. ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS. THRUST BLOCKS SHALL BE LOCATED AT ALL ANGLE POINTS IN THE WATER LINE.
17. SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED.
18. IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING.
19. INTERIOR WATER SYSTEM INCLUDING FIRE HYDRANTS SHALL BE COMPLETE AND ACCEPTED BY THE CITY BEFORE ANY FRAMING PERMITS WILL BE ISSUED. CONTACT CITY FIRE MARSHALL FOR INTERIOR SYSTEM INSPECTIONS.
20. CONTACT THE MUNICIPAL WATER DIVISION 48 HOURS PRIOR TO ANY WATER SYSTEM CONSTRUCTION.
21. WHERE DESIGNATED ON THE PLANS, THE CONTRACTOR SHALL INSTALL "POLY PROS" AND "POLY PIP" OUTLETS. THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS IN ADVANCE TO REQUEST THE CITY TO FLUSH "POLY PROS" THROUGH THE MAINS. THE FLUSHING PROCESS SHALL TAKE PLACE PRIOR TO HYDROSTATIC TESTING, CHLORINATION AND FINAL FLUSHING OF THE MAIN BY THE CONTRACTOR. FINAL CONNECTIONS SHALL NOT BE MADE PRIOR TO BACTERIA TEST. SAMPLES THAT MEET CITY REQUIREMENTS AND AUTHORIZATION FOR TE-INs BY THE CITY INSPECTOR.
22. A COMPLETE SET OF "AS-BUILT" DRAWINGS SHALL BE SUBMITTED TO THE MUNICIPAL UTILITIES DEPARTMENT PRIOR TO FINAL INSPECTION.
23. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.
24. WATER VALVE CANS SHALL BE PER SPEC. A-20442 (SUP CAN TYPE).
25. WATER MAIN SHALL BE INSTALLED WITH MINIMUM 3' OF COVER BENEATH FUTURE GRADES.
26. BENCH MARK: CHSELED CIP TOP OF CURB SOUTH SIDE OF SYLVAN BLVD. NEAR POWER POLE MARKED CWT 5775. ELEVATION 1445.12

CITY OF REDLANDS BENCH MARK #7, USGS X 449 MIDDLE ENTRANCE COURSE CHINAMASK, EAST SIDE OF STOPS ELEVATION = 1468.608

OWNER/DEVELOPER

UNIVERSITY OF REDLANDS
1200 EAST COLTON AVE
REDLANDS, CA 92374
TELEPHONE 909-793-2121

SCALE: 1" = 40'

GRAPHIC SCALE



CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

**WATER IMPROVEMENT PLANS
CUP 922
UNIVERSITY OF REDLANDS ART BUILDING
APN 0170-151-28**




LEGAL DESCRIPTION

A.P.N. 0170-151-28
A PORTION OF PARCEL NO. 3, PARCEL MAP NO. 14804, RECORDED IN PARCEL MAP BOOK 186, PAGES 28 THRU 32, RECORDS OF SAN BERNARDINO COUNTY, IN THE CITY OF REDLANDS, STATE OF CALIF.

UNDERGROUND SERVICE ALERT

SECTION 4218/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG.

 *Jessie W. Hight*
R.F.L. No. 23362 Date: 08/07/2001
Hight & Hartwick, Inc.
37 East Olive Avenue
Redlands, California

				
				
				
				
Letter	Description	Date	Initial	Initial

Designed by	JRH	Reviewed By	Date	8/17/08
Date	JAN 2008	Wen Huang, Engineering Manager		
Checked by	JRH	Accepted by	Date	8/24/08
Date	JAN 2008	Rosemary Hoeding-City Engineer		
Drawn by	WME			
Date	JAN 2008			
Checked by	JRH			

Packet

Location Map

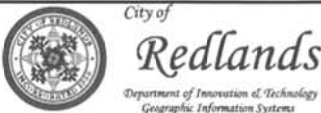
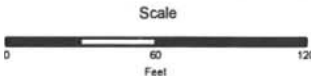
Legend

Mains

TYPE

- Transmission line
- Distribution main
- Overflow line
- Bypass main
- Dry

This map was produced by the City of Redlands Geographic Information System. The City of Redlands assumes no warranty or legal responsibility for the information contained on this map. The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.



April 4, 2023

OneStop.mxd



Exhibit “A”**Attachment No. 2****To****Specific License Exhibit****Contract No. 23-1002930****Varying Insurance Requirements**

No varying insurance requirements under this SLE

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “B”**INSURANCE REQUIREMENTS**

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit "B"

INSURANCE REQUIREMENTS

1. AGREEMENT shall mean the license to which this Exhibit is attached. WORK shall mean any activity or use permitted under the AGREEMENT. The holder of the AGREEMENT is hereinafter referred to as PERMITTEE. PERMITTEE shall at all times during the term of the AGREEMENT or for such other periods as required herein, procure and maintain broad form insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SBCTA property hereunder by the PERMITTEE, its agents, representatives, employees, or subcontractors, with coverage at least as broad as the following minimum requirements specified below. Selected subparagraphs to this Paragraph 1 shall apply:

- 1.1. ☒ 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 PERMITTEE, any subcontractor of any tier. All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of PERMITTEE and all parties named as Indemnitees by the AGREEMENT. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

- 1.2. ☒ Commercial General Liability. The policy must include the following:

- PERMITTEE shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the AGREEMENT 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 the AGREEMENT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03).
- 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 PERMITTEE 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' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

1.2.1. ☐ Contractual Liability – Railroads. The CGL policy shall not exclude coverage of contractual liability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove such exclusions to coverage.

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

- If the PERMITTEE 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 PERMITTEE'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 in the AGREEMENT.

1.4. ☒ Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000 each accident**. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Section 1.3 (Umbrella/Excess CGL), above.
- 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 WORK.
- 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.

1.5. ☐ Pollution Liability The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the WORK involves mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the WORK involves lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

- 1.6. ☐ Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **\$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 providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- 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.
- 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.

In cases of low hazard activity and insignificant risk to rail facilities, and 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, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

2. General Provisions

- 2.1. Qualifications of Insurance Carriers. If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better. If policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 2.2. Additional Insurance Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 36, or if not available, then ISO Form CG 20 35, 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 PERMITTEE permitted under this AGREEMENT, 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.
- 2.3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any WORK, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in the AGREEMENT together with Exhibit B; 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, PERMITTEE shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 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. 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.
- 2.5. PERMITTEE's and Subcontractors' Insurance will be Primary. All policies required to be maintained by the PERMITTEE 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 PERMITTEE's nor 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.
- 2.6. Waiver of Subrogation Rights. To the fullest extent permitted by law, PERMITTEE 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, PERMITTEE shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. PERMITTEE shall require all of the policies and coverages required in Exhibit B 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 PERMITTEE from waiving the right of subrogation prior to a loss or claim.
- 2.7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, PERMITTEE will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, PERMITTEE will provide SBCTA ten (10) days prior written notice. In any event, PERMITTEE will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which PERMITTEE receives within one business day after PERMITTEE 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 the AGREEMENT.
- 2.8. Enforcement. SBCTA may take any steps as are necessary to assure PERMITTEE's compliance with its insurance obligations as identified within the AGREEMENT and / or Exhibit B. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the PERMITTEE 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 PERMITTEE or

withhold such expense from amounts owed PERMITTEE, or terminate the AGREEMENT. The insurance required or provided shall in no way limit or relieve PERMITTEE of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnites named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PERMITTEE 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 PERMITTEE, 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 AGREEMENT.

- 2.9. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of Exhibit B shall not act as a waiver to enforcement of any of these provisions at a later date.
- 2.10. Contractors and Subcontractors Insurance. Insurance required of the PERMITTEE shall be also provided by subcontractors, or by PERMITTEE on behalf of all subcontractors, to cover WORK, performed by said subcontractors, permitted under the AGREEMENT. PERMITTEE 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. PERMITTEE shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 2.11. Higher limits. If PERMITTEE maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by PERMITTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 2.12. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit “C”PERMITTED HAZARDOUS MATERIAL

No hazardous material is permitted to be used or stored on Premises.

DRAFT

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “D”ADDITIONAL REQUIREMENTS

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

ADDITIONAL REQUIREMENTS

The following Additional Requirements are imposed on the Tenant/Licensee/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee, and are made part of the terms of the Lease/License/Permit to which this Exhibit D is attached ("Agreement").

As used hereinafter, the term "Contractor" shall include the Tenant/Licensee/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee; and the term "railroad operator" or "operating railroad" shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SBCTA.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor's Agreement and approved by SBCTA as required thereunder ("Permitted Use"). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor's Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator's rules and requirements for construction on railway property. Contractor shall secure approval from SBCTA and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.
2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor's sole responsibility. Fully conformed copies of all permits are to be provided to SBCTA. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SBCTA and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SBCTA for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SBCTA property.

SCRRA's Right of Way Engineers Office - (909) 394 - 3418;

BNSF's Roadmaster Office - (909) 386 - 4061

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SBCTA and the railroad operator(s) during the entire construction period. The Contractor shall furnish copies of the insurance certificates to SBCTA and all affected railroad operators.
4. Contractor agrees to comply with instructions of SBCTA and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SBCTA or its member agencies, tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SBCTA's track and other facilities.
5. Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of-way without the permission of the railroad flagman.

SCRRA's Flagging Office (213) 305-8424

BNSF's Flagging Office (909) 386-4061

6. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SBCTA and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.
7. Contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

SCRRA Signal Department (909) 592-1346

BNSF Signal Department (909) 386-4051

- 8. In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.**

SCRRA Signal Emergency Department (888) 446-9721

BNSF Signal Emergency Department (909) 386-4051

9. Contractor shall prepare and submit traffic control plan for SBCTA/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
10. If SBCTA or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the operation of its railroad, at the request of SBCTA, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.
11. Both Contractor and SBCTA acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SBCTA's and any affected operating railroad's prior review and approval, which may be withheld in SBCTA's or the affected operating railroad's sole and absolute discretion. SBCTA or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SBCTA or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SBCTA's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SBCTA.
12. Contractor shall pay for any and all utilities for its benefit, security and use.
13. SBCTA makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.
14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.
16. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by SBCTA. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SBCTA. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.

17. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SBCTA property that is required or necessary in connection with Contractor's use of Premises.
18. Prior to commencement of construction, the contractor shall submit to SBCTA / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.
19. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.
20. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SBCTA approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SBCTA/SCRRA inspector has approved the layout will the Contractor be allowed to begin work.
21. Contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the property as described in the Agreement in Part I and Exhibit "A". Contractor shall be responsible for total expense of fencing and asphalt.
22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRA/BNSF flagman and SCRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SBCTA.
23. The contractor shall submit to SBCTA/SCRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SBCTA and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
24. Prior to commencement of work, the contractor shall submit to SBCTA/SCRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SBCTA. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.
26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe". Said casing pipe shall be installed across the entire width of the

railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SBCTA. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.

27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe; the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SBCTA / SCRRA inspector must be present during the grouting process.
28. Casing jacking shall adhere to the following requirements:
 - a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment.
 - b. Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
 - c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.
29. Casing boring shall adhere to the following requirements:
 - a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
 - b. The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.
 - c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SBCTA / SCRRA for approval prior to commencement of work.

- d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering or boring without the same requirements may be considered if approved by SBCTA/SCRRA.
30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SBCTA/SCRRA shall be employed to fill such voids.
32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SBCTA/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.
33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SBCTA/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
35. The proposed methods of dewatering shall be submitted to SBCTA/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SBCTA/SCRRA inspector.

36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SBCTA and any affected operating railroad that all construction has been completed. After as-builts have been received, SBCTA inspects the construction site and signs-off the work, SBCTA will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.
38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.
39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.
42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.
43. For overhead crossings, complete spanning of the property is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.
44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28').. Electric lines must have a fluorescent ball marker on low wire over centerline track.
45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.
46. Overhead flammable and hazardous material lines are prohibited.

47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, . SBCTA may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.
48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

Contract	SBCTA

Initials

DRAFT

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “E”CONTROL MASTER LEDGER

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9957 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “E”

CITY OF REDLANDS MLA LICENSE AGREEMENT # 23-1002930 CONTROL MASTER LEDGER										
Utility Project/ Location No.	SUPERCEDED CONTRACT NO.	Description of Facility	Facility Type	CITY	NEAREST STREET	SUBDIVISION	Original/SCRRRA MILE POST	DIMENSIONS & AREA	ANNUAL ADMIN FEE**	ANNUAL USE FEE*
1	RRND007394	Potable Waterline	8" 10 Gauge DIP	Redlands	University St to Judson St	Redlands	9.76 to 10.40	3,240' (L) x 10' (W) 32,400 sq. ft.	\$1,200	*
								GRAND TOTAL	\$1,200	\$0

Notes:

- * Annual Use Fees are exempt for this Master License pursuant to Policy 31602 IX.C.8 due to the licensee being an incorporated city within San Bernardino County.
- ** Administrative Fees by location is for illustrative purposes only and not specific to specific individual locations but rather based upon the total number of locations. Base Admin Fee is established by SBCTA Resolution 14-027 at \$1,200 per location and a discount is provided for Master License Agreement Administrative Fees based upon the total number of locations per SBCTA Resolution 20-051.

Minute Action

AGENDA ITEM: 11

Date: *October 4, 2023*

Subject:

2023 Award of Transportation Development Act Article 3 Funds for Transit Stop Access Improvement Projects

Recommendation:

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

Award Transportation Development Act Article 3 funds for Transit Stop Access Improvement projects in the amount of \$1,440,000 as identified in Attachment A to this item.

Background:

On May 3, 2023 the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized the release of the Transportation Development Act (TDA) Article 3 Call for Projects for Transit Stop Access Improvement projects. The TDA provides that two percent of the State of California Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of bicyclists and pedestrians, known as the TDA Article 3 Program. Local jurisdictions and transit agencies were notified of this opportunity through SBCTA's website; including social media platforms, Transportation Technical Advisory Committee (TTAC), and Public and Specialized Transportation and Advisory Coordination Council (PASTACC) email lists. The amount of TDA Article 3 funds available for award is \$1,440,000. The closing date for the Call for Projects was July 7, 2023.

Eight agencies representing projects in 13 cities submitted applications to improve access to stops as well as to add bus stop fixtures to ~~122~~ **139** bus stops as part of the Transit Stop Access Improvement projects, for a total funding request of \$1,607,224. Each application was reviewed and scored by two SBCTA staff and one consultant. After consideration of all projects, staff is recommending the approval of funding in the amount of \$1,440,000 for the projects identified in Attachment A and summarized in Table 1 below and on the following page.

Table 1

Agency	Projects	Recommended Award Amount
Omnitrans	Benches/Shelters for the City of Colton	\$ 117,600
Omnitrans	Benches/Shelters for the City of Highland	\$ 111,200
Omnitrans	Benches/Shelters for the City of Montclair	\$ 144,000
Omnitrans	Benches/Shelters for the City of Ontario	\$ 108,776
Omnitrans	Benches/Shelters for the City of Redlands	\$ 111,200
Omnitrans	Benches/Shelters for the City of Rialto	\$ 128,800
Omnitrans	Benches/Shelters for the City of Yucaipa	\$ 32,000
Victor Valley Transit Authority (VVTA)	Apple Valley Bus Stop Improvements	\$ 128,002
VVTA	Victorville - Sunhill Drive & Chalon Road	\$ 76,080
VVTA	Victorville - Nevada Avenue & McCoy Drive	\$ 10,362

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 4, 2023

Page 2

City of Adelanto	Transit Improvements at Jonathan Street	\$ 144,000
City of Fontana	10 Bus Pads in the City of Fontana	\$ 59,023
City of Loma Linda	11 Bus Stops in the City of Loma Linda	\$ 50,122
City of Ontario	Ontario Improvements	\$ 32,835
City of San Bernardino	Bus Stop Sidewalk Improvements	\$ 96,000
San Bernardino County Department of Public Works	Bus Stop Improvements on Pacific Street	\$ 90,000
	Total Award	\$ 1,440,000
	Available	\$ 1,440,000

Attachment A provides details on the projects recommended for award as well as the projects that did not receive a recommendation. A total of **94** ~~111~~ projects are recommended for funding sponsored by the Cities of Adelanto, Fontana, Loma Linda, Ontario, San Bernardino, San Bernardino County, Omnitrans, and VVTA.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023. **Two corrections to the item were made after it was reviewed and approved by the Transit Committee. There are 122 total projects, and 94 projects recommended for award.**

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

2023 TDA Transit Stop Access Improvement Projects

Attachment A

11.a

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Adelanto						
	Adelanto	Transit Improvements at Jonathan Street	\$ 172,000.00	\$ 144,000.00	\$ 28,000.00	\$ 144,000.00
Apple Valley						
	VVTA	Apple Valley Bus Stop Improvements	\$ 160,003.00	\$ 128,002.00	\$ 32,001.00	\$ 128,002.00
Colton						
Application 3	Omnitrans	Valley @ Rancho WB FS	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 1	Omnitrans	Valley @ 3rd WB FS	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 4	Omnitrans	Lacadena @ D SB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	Mt Vernon @ Laurel NB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 6	Omnitrans	Washington @ Meadow Lane EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Valley @ 4th WB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 7	Omnitrans	Olive @ Rancho WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Valley @ 4th EB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 8	Omnitrans	Valley @ 10th WB FS	\$ 20,000.00	\$ 20,000.00		\$ -
Application 8	Omnitrans	Washington @ Mojave WB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Rancho @ Olive EB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Valley @ 10th EB LAT	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	C St @ Pennsylvania EB FS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Meridian @ Valley SB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	11th @ M SB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	San Bernardino @ Indigo WB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Olive @ Meridian EB FS	\$ 800.00	\$ 800.00		\$ -
Fontana						
	City of Fontana	10 Bus Pads City of Fontana	\$ 84,319.00	\$ 59,023.00	\$ 25,296.00	\$ 59,023.00
Highland						
Application 2	Omnitrans	Baseline @ Valarie EB NS	\$ 20,000.00	\$ 20,000.00		\$ -
Application 2	Omnitrans	Highland @ Piedmont EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 3	Omnitrans	Baseline @ Olive EB NS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 3	Omnitrans	Baseline @ Osbun WB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Appclcation 3	Omnitrans	Baseline @ Stoney Creek EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 1	Omnitrans	Baseline @ Palm WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	Baseline @ Cole WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Central @ 5th SB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Central @ 5th NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Baseline @ Church EB NS	\$ 800.00	\$ 800.00		\$ 800.00

Attachment: Attachment A TDA Art 3 (9958 : 2023 Award of Transportation Development Act Article 3

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Highland Cont.						
Application 6	Omnitrans	Baseline @ Guthrie WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Central @ Hibiscus NB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 6	Omnitrans	Central @ Hibiscus SB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 7	Omnitrans	Church @ Jackrabbit SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Palm @ Cypress NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Palm @ Cypress SB FS	\$ 20,000.00	\$ 20,000.00		\$ -
Application 8	Omnitrans	Del Rosa @ 3rd NB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Del Rosa @ 3rd NB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	5th @ Palm WB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Boulder @ Pacific NB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Boulder @ Pacific SB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	9th @ Del Rosa EB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	9th @ Del Rosa WB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Palm @ Norwood SB FS	\$ 800.00	\$ 800.00		\$ -
Loma Linda						
	Loma Linda	11 Bus Stops in the City of Loma Linda	\$ 62,652.00	\$ 50,122.00	\$ 12,530.00	\$ 50,122.00
	Loma Linda	Anderson @ Academy NB FS				
	Loma Linda	Prospect @ Richie WB NS				
	Loma Linda	Prospect @ Belleaire WB FS				
	Loma Linda	Redlands @ Corporate WB FS				
	Loma Linda	Redlands @ Rhonda WBFS				
	Loma Linda	Redlands @ Taft WB NS				
	Loma Linda	Barton @ Frontage WB FS				
	Loma Linda	Redlands @ Mt View EB FS				
	Loma Linda	Redlands @ Anderson WB NS				
	Loma Linda	Campus @ University SB FS				
	Loma Linda	Redlands @ Richardson EB FS				
Montclair						
Application 6	Omnitrans	Romona @ Howard NB	\$ 52,000.00	\$ 52,000.00	\$ -	\$ 52,000.00
Application 6	Omnitrans	Romona @ Orchard SB	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 7	Omnitrans	Romona @ Kingsley NB	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 7	Omnitrans	Romona @ Howard SB	\$ 52,000.00	\$ 52,000.00	\$ -	\$ 52,000.00
Ontario						
	City of Ontario	Ontario Article 3 Improvements Grant	\$ 32,835.00	\$ 32,835.00	\$ -	\$ 32,835.00
		Riverside Ave @ Mill Creek WB NS				
		Inland Empire Blvd @ Ferrari Lane EB FS				
		Vineyard Avenue @ Walnut Street SB NS				

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Ontario Cont.						
Application 2	Omnitrans	Riverside @ Archibald EB NS - Bench	\$ 800.00	\$ 800.00		\$ 800.00
Application 2	Omnitrans	Holt @ Cucamonga EB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 2	Omnitrans	Inland Empire Blvd @ Ferrari Lane EB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 3	Omnitrans	Euclid @ Riverside Avenue	\$ 800.00	\$ 800.00		\$ 800.00
Application 3	Omnitrans	Vineyard Avenue @ Walnut Street SB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 1	Omnitrans	Holt @ Palm EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 1	Omnitrans	Euclid @ 4th SB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 1	Omnitrans	Riverside @ Mill Creek WB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 5	Omnitrans	Inland Empire @ Center WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Inland Empire @ Porsche EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Vineyard @ Merior SB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Milliken @ Jurupa NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	6th @ Baker EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	6th @ Baker WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Inland Empire @ Lotus EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Francis @ Baker EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Mountain @ Philadelphia SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Francis @ Haven WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Milliken @ Airport SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Francis @ Baker WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Inland Empire @ Mercedes EB FS	\$ 800.00	\$ 800.00		\$ 776.00
Application 8	Omnitrans	Francis @ Grove EB NS	\$ 800.00	\$ 800.00		\$ -
Redlands						
Application 2	Omnitrans	Orange @ Lugonia SB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 2	Omnitrans	Redlands Depot EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 3	Omnitrans	Orange @ Brockton SB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 1	Omnitrans	Orange @ Colton SB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 1	Omnitrans	Mentone @ Wabash WB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 1	Omnitrans	Eureka @ Redlands NS FS - Withdrew	\$ 800.00	\$ 800.00		\$ -
Application 4	Omnitrans	San Bernardino @ Texas	\$ 800.00	\$ 800.00		\$ 800.00
Application 4	Omnitrans	Brookside @ San Matero EB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	State @ Tennessee WB NS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 4	Omnitrans	State @ Center SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Brookside @ Eureka WB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 8	Omnitrans	State @ Tennessee EB NS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -
Application 10	Omnitrans	Lugonia @ Lincoln WB FS	\$ 800.00	\$ 800.00	\$ -	\$ -

2023 TDA Transit Stop Access Improvement Projects

11.a

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Rialto						
Application 2	Omnitrans	San Bernardino @ Riverside EB NS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
Application 2	Omnitrans	Foothill @ Eucalyptus WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 2	Omnitrans	Easton @ Riverside Avenue WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 3	Omnitrans	Live Oak @ Terrace Vista NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 3	Omnitrans	Renessauce @ Market Place WB NS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 3	Omnitrans	Baseline @ Alder WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 1	Omnitrans	Baseline @ Cedar WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	Baseline @ Maple EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 4	Omnitrans	Baseline @ Maple WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 5	Omnitrans	Renessauce @ Linden EB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 5	Omnitrans	Riverside @ Senior Way SB NS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 6	Omnitrans	Cactus @ Riverside NB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Merrill @ Lilac WB FS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
San Bernardino						
	San Bernardino	Bus Stop Sidewalk Improvements	\$ 120,000.00	\$ 96,000.00	\$ 24,000.00	\$ 96,000.00
Victorville						
	VVTA	Sunhill Drive and Chalon	\$ 95,100.00	\$ 76,080.00	\$ 19,020.00	\$ 76,080.00
	VVTA	Nevada Avenue & McCoy Circle Drive	\$ 12,952.00	\$ 10,362.00	\$ 2,590.00	\$ 10,362.00
Yucaipa						
Application 1	Omnitrans	Yucaipa Blvd @ 13th EB FS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
Application 4	Omnitrans	Yucaipa Blvd @ 6th EB FS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
Appclcation 9	Omnitrans	Yucaipa Blvd @ Oak Glen WB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Appclcation 9	Omnitrans	California @ Eureka SB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Appclcation 9	Omnitrans	Yucaipa @13th WB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Appclcation 9	Omnitrans	First @ B Ave SB NS	\$ 16,000.00	\$ 16,000.00		\$ -
Application 10	Omnitrans	Yucaipa @10th EB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Application 10	Omnitrans	Yucaipa @ 10th WB FS	\$ 16,000.00	\$ 16,000.00		\$ -
County of SB						
	County DPW	Bus Stop Improvements on Pacific Street	\$ 130,000.00	\$ 90,000.00	\$ 40,000.00	\$ 90,000.00
				Total Request	Available	TOTAL AWARD
				\$ 1,607,224.00	\$ 1,440,000.00	\$ 1,440,000.00

Attachment: Attachment A TDA Art 3 (9958 : 2023 Award of Transportation Development Act Article 3

Minute Action

AGENDA ITEM: 12

Date: *October 4, 2023*

Subject:

Amendment No. 7 to Contract No. 17-1001587 for the Redlands Passenger Rail Project

Recommendation:

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

Approve Amendment No. 7 to Contract No. 17-1001587 with the Southern California Regional Rail Authority to extend the term by one year, for a revised expiration date of December 31, 2024, with a no-net increase to the total contract amount.

Background:

Construction of the Redlands Passenger Rail Project (RPRP) is now complete and revenue service successfully launched on October 24, 2022. San Bernardino County Transportation Authority (SBCTA) and Southern California Regional Rail Authority (SCRRA) have cooperated in the development of the RPRP and the implementation of the Arrow passenger service utilizing Diesel Multiple Unit (DMU) equipment from the start of project development. The various agreements between the agencies have aided in establishing the roles and responsibilities of each party, along with defining the funding of the capital, pre-revenue operations and project closeout activities.

In December 2016, SBCTA and SCRRA entered into Cooperative Agreement No. 17-1001587 for RPRP design services, and subsequently approved Amendment Nos. 1 through 6. The most recent Amendment No. 6 was executed on May 2, 2023, and included additional project close-out services including the procurement and replacement of the ESRI station railroad signal house. The railroad signal houses are long lead items and the overall work is scheduled to be completed in late 2023. With the current expiration date of December 31, 2023, this only allowed SCRRA seven months to complete the additional work, close out the various contracts, and invoice SBCTA. As such, staff has identified the need to extend the contract expiration date to complete all remaining work, as well as allow for adequate time to invoice for all appropriate expenses. Staff recommends the Board approve Amendment No. 7 to Contract No. 17-1001587 with the Southern California Regional Rail Authority to extend the term by one year, for a revised expiration date of December 31, 2024, with a no-net increase to the total contract amount.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
October 4, 2023
Page 2

Approved
Board of Directors
Date: October 4, 2023
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 17-1001587 Amendment No.: 7

Contract Class: Payable Department: Transit

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority (SCRRA)

Description: RPRP Design and Construction Support Services

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	1,069,500.00	Original Contingency	\$	106,950.00
Prior Amendments	\$	17,038,180.40	Prior Amendments	\$	(106,950.00)
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	18,107,680.40	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	18,107,680.40

Contract Authorization

Board of Directors Date: 10/04/2023 Board Item # 9959

Contract Management (Internal Purposes Only)

Capital Project Contracts

Sole Source? N/A

No Budget Adjustment

State/Local

Construction

N/A

Accounts Payable

Estimated Start Date: 12/15/2016 Expiration Date: 12/31/2023 Revised Expiration Date: 12/31/2024

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

								Total Contract Funding:	Total Contingency:
								\$	\$
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		
GL	4150	30	0315	0324	52001	41100000	MSI Rail	8,505,296.00	-
GL	1050	30	0315	0324	52001	42218001	STA-Rail	4,020,129.00	-
GL	4150	30	0315	0324	52001	41100000	MSI Rail	106,950.00	-
GL	4150	30	0315	0324	52001	41100000	MSI Rail	577,500.00	-
GL	1050	30	0315	0324	52001	42218001	STA-Rail	92,326.40	-
GL	4150	30	0315	0324	52001	41100000	MSI Rail	750,000.00	-
GL	1050	30	0315	0324	52001	42218001	STA-Rail	900,000.00	-
GL	4150	30	0315	0324	52001	41100000	MSI Rail	1,443,750.00	-
GL	4150	30	0315	0324	52001	41100000	MSI Rail	897,600.00	-
GL	4150	30	0315	0324	52001	41100000	MSI Rail	814,129.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001587 CSS (9959 : Amendment No. 7 to Contract No. 17-1001587 for the Redlands Passenger Rail Project)

**AMENDMENT NO. 7 TO
COOPERATIVE AGREEMENT NO. 17-1001587
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
REDLANDS PASSENGER RAIL PROJECT RAILROAD DESIGN AND
CONSTRUCTION SUPPORT SERVICES
SAN GABRIEL SUBDIVISION/REDLANDS SUBDIVISION
MILE POST 57.77/1.1 TO MILEPOST 66.57/9.9**

This AMENDMENT NO. 7 amends the Cooperative Agreement for the Redlands Passenger Rail Project (“RPRP”), SBCTA Agreement No. 17-1001587, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SBCTA”) and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (“SCRRA”) (“AGREEMENT”). SBCTA and SCRRA are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”. Capitalized terms used but not defined in this amendment shall have meanings ascribed to them in the AGREEMENT.

RECITALS

1. SBCTA and SCRRA entered into the AGREEMENT, which defined the terms and conditions for the design phase of the Redlands Passenger Rail Project (“RPRP” or “PROJECT”).
2. The AGREEMENT was amended (“AMENDMENT NO. 1”) to include the development and implementation of Positive Train Control (“PTC”) with functionality to support highway-crossing warning forestallment for near-side crossings and SCRRA’s temporary use of the San Bernardino Inland Empire Layover Facility.
3. The AGREEMENT was further amended (“AMENDMENT NO. 2”) to include additional budget for the SCRRA’s early utility relocation contract support services.
4. The AGREEMENT was further amended (“AMENDMENT NO. 3”) to include additional budget and scope for construction support services, system integration testing, equipment certification testing, train and engine crew certification and other pre-revenue support for the transition from a construction project to an operating railroad.
5. The AGREEMENT was further amended (“AMENDMENT NO. 4”) to include additional budget and scope for system integration testing, equipment certification testing,

enhancement to the Wireless Control Nearside Station Stop (“WCNSS”) operation, PTC support software, and PTC work needed for the Arrow Maintenance Facility (“AMF”).

6. The AGREEMENT was further amended (“AMENDMENT NO. 5”) to include and define additional responsibilities for construction support services, including, but not limited to: 1) procurement of equipment and furniture required for the operation of the AMF; 2) the maintenance of the DMUs and the maintenance of the RPRSA; 3) additional SCRRA staff and consultation support associated with Project Management, communications systems, scheduling, and an extended period of performance over that envisioned in previous Amendments; 4) four (4) additional Passenger Phones for DMU station platforms; and 5) mechanical support to DMU PTC testing and simulated service testing and procurement of PTC WCNSS licenses and software for PTC training simulator.
7. The AGREEMENT was further amended (“AMENDMENT NO. 6”) to include additional funding for PROJECT CLOSE-OUT SERVICES, including, but not limited to, additional staff time, flagging and railroad protection, safety training and cable marking, additional first mile upgrades, information technology services associated with mobile delay application at University Station, ESRI replacement house procurement and installation, bridge inspections and studies, DTMF procurement and installation at crossings, system service improvements between CP ZEMU and CP Morris, as well as support to the 79 mph DMU testing on the San Gabriel Subdivision.
8. PARTIES now desire to further amend the AGREEMENT to extend the term by one (1) year, for a revised expiration date of December 31, 2024, with a no-net increase to the total contract amount.

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

1. **ARTICLE 10. ADDITIONAL PROVISIONS**, sub-paragraph A shall be deleted and replaced in its entirety with the following:

This AGREEMENT shall continue in full force and effect through December 31, 2024, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

2. Except as amended by this AMENDMENT NO. 7, all other provisions of the AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
3. The Recitals set forth above are incorporated herein by this reference.
4. This AMENDMENT NO. 7 shall be made effective upon execution by both PARTIES.

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

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT NO. 7 to be entered into as of the date set forth above.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY (SCRRA)**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
(SBCTA)**

By: _____
Darren M. Kettle
Chief Executive Officer

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Don O. Del Rio
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

Minute Action

AGENDA ITEM: 13

Date: *October 4, 2023*

Subject:

Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Arrow Service - Continuing Appropriations

Recommendation:

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

Approve a continuing appropriations to the Southern California Regional Rail Authority for Fiscal Year 2023/2024 in the amount of \$4,078,051 for Arrow Service Operations, to be funded with available surplus funds carried over from Fiscal Year 2022/2023.

Background:

On June 7, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved 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. This one-quarter allocation was provided in lieu of an allocation for the full fiscal year to allow for additional time for SBCTA and SCRRA staff to review actual operating expenditures for FY 2022/2023 and estimated costs moving forward.

At this time, discussions between SBCTA and SCRRA are still ongoing and costs are being finalized. Since the operations budget has a \$4 million increase over the previously approved budget, staff is recommending that SCRRA be authorized to utilize carry-over surplus funds from FY 2022/2023 in the amount of \$4,078,051 to continue Arrow operations while staff continues to work through a full year of actual expenditures to formulate a baseline budget and evaluate new or upcoming expenditures. As actual expenditures only became available for review and consideration at the end of August 2023, staff needs more time to further evaluate an appropriate budget for the remainder of the 2023/2024 fiscal year.

In order to avoid delays or interruption to Arrow Service operations, staff is recommending approval of a continuing appropriations in the amount of \$4,078,051, to be funded using surplus carry-over funds previously allocated to SCRRA for FY 2022/2023. As a cost estimate for the remaining fiscal year 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.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 14, 2023.

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
October 4, 2023
Page 2

Approved
Board of Directors
Date: October 4, 2023
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 14

Date: *October 4, 2023*

Subject:

State Legislative Update

Recommendation:

Receive and file the September 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 September 13, 2023, on State legislative deadlines, the Fiscal Year 2023-2024 budget and the final weeks of the 2023 legislative session.

End of Legislative Session

The Legislature returned from summer recess on August 14, 2023, and the legislators' work has been focused on the Appropriations Committees' hearings for all bills that were tagged fiscal. A majority of the bills – those generating a significant state cost – were placed on the Appropriations Committees' suspense files. The fate of these bills will be decided during the final committee hearings on September 1, 2023, where they either advance or are put on hold for this legislative year. The bills that move out of the Appropriations Committees will proceed to the Senate or Assembly Floor for a full vote by their respective house.

If there were any amendments while the bill was in the second house, the legislation must then go back for a concurrence vote in their house of origin. This will all take place in the final weeks of the 2023 legislative session, where there will be lengthy floor session hearings before the deadline. All bills must be passed by the Legislature by September 14, 2023, and Governor Newsom (Governor) then has until October 14, 2023, to sign or veto legislation.

If bills are not passed, they will ultimately become two-year bills and will be subjected to an expedited deadline schedule in January 2024 when the Legislature returns.

Typically, there are several end-of-session bills that materialize in the last month via the “gut-and-amend” process. One of those late pushes this year is coming in the form of Assembly Constitutional Amendment (ACA) 13 which has been deemed “The Protect and Retain the Majority Vote Act” and would require any initiative constitutional amendment to comply with any increased voter approval threshold that it seeks to impose on further ballot measures. This is an effort in direct response to an initiative that has already qualified for the 2024 ballot which would require any local special tax to be approved by a two-thirds vote. If ACA 13 passes, it would require that initiatives also pass by a two-thirds vote in November 2024.

Legislative Analyst's Office California Spending Plan

Each year, the Legislative Analyst's Office (LAO) publishes the California Spending Plan to summarize the annual state budget. This publication provides an overview of the 2023-24 Budget Act, gives a brief description of how the budget process unfolded, and then highlights major features of the budget approved by the Legislature and signed by the Governor.

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

Board of Directors Agenda Item

October 4, 2023

Page 2

In this plan, the LAO noted that the budget problem includes \$4.5 billion in new, discretionary proposals. They estimated the Legislature solved a \$26.5 billion budget problem in the 2023-24 budget package. This budget problem is nearly the same as the one addressed by the Governor in the May Revision. The state has several types of solutions or options for addressing the budget problem, but the most obvious include reserve withdrawals, spending reductions, revenue increases, and cost shifts. This includes: \$13 billion in spending-related solutions, \$10 billion in cost shifts, and nearly \$4 billion in revenue-related solutions.

The LAO stated that the budget package included several measures to support transit and rail improvements and provided relief to transit agencies that are projecting operational funding shortfalls. This includes \$4 billion from the General Fund over a two-year period (including \$2 billion in 2023-24) for the Transit and Intercity Rail Capital Program and \$1.1 billion over a four-year period (including \$410 million in 2023-24) from the Green House Gas Reduction Fund (GGRF) and the Public Transportation Account for the new Zero-Emission Transit Capital Program. Both programs will allocate funding to transit agencies on a formula basis to use for capital improvements and/or operational support. The budget package also included budget trailer legislation that (1) implements several accountability measures for the funding augmentations, such as requiring agencies to submit short- and long-term financial plans; (2) temporarily extends statutory relief measures provided to transit agencies during the pandemic; and (3) requires the California State Transportation Agency to establish a task force to develop and submit policy recommendations to the Legislature on how to grow ridership and improve overall transit services.

With the Legislature's adjournment on September 14, 2023, the focus shifts to the Governor, who has until October 14, 2023, to act on the bills on his desk. If signed, most bills go into effect on January 1, 2024, unless they have an urgency clause or specify otherwise.

The Legislature will reconvene for the second year of 2023-24 Legislative Session on January 3, 2024.

Attachment A contains a list of legislative bills that the 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 2023/2024 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on September 13, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: October 4, 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 - September 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 out of Senate Floor and awaiting Governor's signature. (8/28/23)	Support	4/12/2023
SB 617 (Newman)	Would allow transportation agencies the use of the progressive design-build procurement process on capital projects.	Passed out of Assembly Floor and awaiting Governor's signature. (9/1/23)	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 out of Assembly Floor and awaiting Governor's signature. (9/1/23)	Support	4/12/2023
AB 6 (Friedman)	Would require the California Air Resources Board to establish additional greenhouse gas emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations, such as the Southern California Association of Governments, regarding technical methodology in developing their Regional Transportation Plan and Sustainable Community Strategy.	Failed Policy Committee deadline, two-year bill. (7/14/23)	Oppose	6/14/2023

Attachment: Bill position matrix 9-23 (9987 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - September 2023

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 7 (Friedman)	Would require the project selection process for transportation infrastructure projects funded by certain state transportation accounts to incorporate federal principles that promote accessibility, climate change, the environment, resilience, safety, timeliness, among other principles	Passed out of Senate Committee on Appropriations referred to Senate Floor. (9/1/23)	Oppose	6/14/2023

Status Report

Tuesday, September 05, 2023

AB 7 Friedman D (Dist. 44) Transportation: planning: project selection processes.**Location:** SENATE SECOND READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Transportation Agency is under the supervision of the Secretary of Transportation, who has the power of general supervision over each department within the agency. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects. On and after January 1, 2025, and to the extent applicable, feasible, and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified goals into program funding guidelines and processes.

Position: Oppose**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 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 96 Kalra D (Dist. 25) Public employment: local public transit agencies: autonomous transit vehicle technology.**Location:** SENATE 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, at least 10 months before beginning a procurement process to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of a workforce, to provide written notice to the exclusive employee representative of the workforce affected by the autonomous transit vehicle technology of its determination to begin that procurement process. The bill would require the public transit employer and exclusive employee representative, upon written request by the exclusive employee representative, to commence collective bargaining within a specified time period on certain 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) Vehicular air pollution: Clean Transportation Program: vehicle registration and identification plate service fees: smog abatement fee: extension.

Location: ASSEMBLY 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, 2024, increases the smog abatement fee on certain vehicles by a specified amount and requires the revenues generated by the increase to be deposited in the Air Quality Improvement Fund and the Alternative and Renewable Fuel and Vehicle Technology Fund. Current law, until January 1, 2024, increases vehicle registration fees and certain service fees for identification plates by specified amounts. Current law requires the revenue generated by the increase in those fees to be deposited in the Alternative and Renewable Fuel and Vehicle Technology Fund and either the Air Quality Improvement Fund or the Enhanced Fleet Modernization Subaccount, as provided. This bill would extend the increases in those charges to July 1, 2035.

AB 250 Rodriguez D (Dist. 53) State highways: State Route 83: reduction.

Location: SENATE 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 316 Aguiar-Curry D (Dist. 4) Vehicles: autonomous vehicles.

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 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 382 Cervantes D (Dist. 58) High-occupancy vehicle lanes: County of Riverside.

Location: SENATE 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 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 ENROLLMENT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a local agency, as defined, with approval of its governing body, to procure design-build contracts for public works projects in excess of \$1,000,000, awarding the contract either to the lowest bid or the best value. "Local agency" is defined, in part, for this purpose to include specified local and regional agencies responsible for the construction of transit projects, including any joint powers authority formed to provide transit service. 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 delete from the definition of "local agency" any joint powers authority formed to provide transit services, and would instead expand that definition to include any joint powers authority responsible for the construction of transit projects, thereby authorizing additional joint powers authorities to use the above-described design-build procurement process. The bill would extend the repeal date to January 1, 2031.

Position: Support

AB 413 Lee D (Dist. 24) Vehicles: stopping, standing, and parking.

Location: SENATE APPR. SUSPENSE FILE

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 the vehicle approach side of any unmarked or marked crosswalk or 15 feet of any crosswalk where a curb extension is present, as specified. The bill would require the issuance of a warning notice rather than a notice of violation to a first-time offender of these provisions.

AB 480 Ting D (Dist. 19) Surplus land.

Location: SENATE 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 a local agency to take formal action in a regular public meeting to declare that land is surplus

and is not necessary for the agency's use and to declare land as either "surplus land" or "exempt surplus land" 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 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: SENATE SECOND READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Ralph M. Brown Act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's 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 teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect. Those circumstances are that (1) state or local officials have imposed or recommended measures to promote social distancing, (2) the legislative body is meeting for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (3) the legislative body has previously made that determination. 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. This bill would revise the authority of a legislative body to hold a teleconference meeting under those abbreviated teleconferencing procedures when a declared state of emergency is in effect.

AB 610 Holden D (Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.

Location: SENATE APPR. SUSPENSE FILE

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 years 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 744 Carrillo, Juan D (Dist. 39) California Transportation Commission: data, modeling, and analytic software tools procurement.

Location: SENATE SECOND READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would require the California Transportation Commission to convene relevant state agencies to assess the procurement and implementation of data, modeling, and analytic software tools to support the state's sustainable transportation, congestion management, affordable housing, efficient land use, air quality, economic, and climate change strategies and goals, as provided. On or before July 1, 2025, the bill would require the commission to develop a proposal to procure data, modeling, and analytic software tools and a process to grant access to the data it procures directly, or provide a process for direct allocation of funding to agencies for data procurement, or both of those, as provided.

AB 776 Holden D (Dist. 41) Route 210.

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 of Transportation, through the erection of highway signs and appropriate markers, to provide recognition of the historical and cultural importance of the California 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 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 require the department to erect those signs and other appropriate markers at the appropriate locations on Route 210. 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 949 Garcia D (Dist. 36) Community emissions reduction programs.

Location: SENATE 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 1052 McCarty D (Dist. 6) Sacramento Regional Transit District: taxes.

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 authorizes the Sacramento Regional Transit 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 electors 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: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act governs local emergency medical services (EMS) systems and authorizes each county to develop an EMS program and designate a local EMS agency. Current law requires a county to enter into a written agreement with a city or fire district that contracted for or provided prehospital EMS as of June 1, 1980. Current law requires, until that written agreement is reached, prehospital EMS to be continued at not less than the existing level and the administration of prehospital EMS by cities and fire districts contracting for or providing those services as of June 1, 1980, to be retained by those cities and fire districts. This bill would require a city to be treated as if it had retained its authority regarding, and the administration of, prehospital EMS if specified requirements are met.

AB 1335 Zbur D (Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.

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 specified designated transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system, as described. Current law requires the plan to include specified information, including a sustainable communities strategy prepared by each metropolitan planning organization, and requires each transportation planning agency to adopt and submit, every 4 years, an updated plan to the California Transportation Commission and the Department of Transportation. Current law requires the sustainable communities strategy to include specified information, including an identification of areas within the region sufficient to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and an identification of areas within the region sufficient to house an 8-year projection of the regional housing need for the region, as specified. This bill would additionally require each metropolitan planning organization to include in the sustainable communities strategy the total number of new housing units necessary to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and the total number of new housing units necessary to house the above-described 8-year projection, as specified.

AB 1348 Grayson D (Dist. 15) State government: Controller: claims audits.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities and the state. Existing 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 manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing 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 authorize the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits at 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 authorize the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law. The bill would require, if an audit is conducted as specified, the Controller to provide a report with specified information from these audits to the Legislature by June 30 following the completion of the audit and would require the Controller to allow all auditees in the report a reasonable period of time to review and comment on the section of the report relating to the auditee, as described. The bill would make related legislative findings and declarations.

AB 1385 Garcia D (Dist. 36) Riverside County Transportation Commission: transaction and use tax.

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 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 1609 Garcia D (Dist. 36) Air pollution: motor vehicle registration: pollution 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 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 the 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 1637 Irwin D (Dist. 42) Local government: internet websites and email addresses.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	14.b
	1st House				2nd House								

Would, no later than January 1, 2029, 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, 2029, 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.

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 SECOND READING

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, including downpayment assistance, 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, city and county, or special district, as applicable, and the proposition includes specific accountability requirements. The measure would prohibit a city, county, city and county, or special district from placing a proposition on the ballot pursuant to these provisions if the voters have previously approved a proposition pursuant to these provisions or the below special tax provisions until all funds from the previous proposition are committed to programs and projects listed in the specific local program or ordinance, as described. The measure, subject to certain vote thresholds, would authorize the Legislature to enact laws establishing additional accountability measures and laws for the downpayment assistance programs authorized by the measure, as specified.

Position: Watch

ACA 13 Ward D (Dist. 78) Voting thresholds.

Location: ASSEMBLY SECOND READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would further provide that an initiative measure that includes one or more provisions that would amend the Constitution to increase the voter approval requirement to adopt any state or local measure would be approved by the voters only if the proportion of votes cast in favor of the initiative measure is equal to or greater than the highest voter approval requirement that the initiative measure would impose. This bill contains other related provisions and other existing laws.

Position: Watch**SB 4****Wiener D (Dist. 11) Planning and zoning: housing development: higher education institutions and religious institutions.****Location: ASSEMBLY SECOND READING**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, 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 maximum rent that may be charged to a tenant for a project unit constructed using low-income housing tax credits. The bill would define various terms for these purposes. Among other things, the bill would require that 100% of the units, exclusive of manager units, in a housing development project eligible for approval as a use by right under these provisions be affordable to lower income households, except that 20% of the units may be for moderate-income households, and 5% of the units may be for staff of the independent institution of higher education or the religious institution that owns the land, provided that the units affordable to lower income households are offered at affordable rent, as set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee, or affordable housing cost, as specified. The bill would authorize the development to include ancillary uses on the ground floor of the development, as specified.

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 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) Air quality programs: funding.****Location: SENATE INACTIVE FILE**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Enhanced Fleet Modernization Program to provide compensation for the retirement and replacement of passenger vehicles and light-duty and medium-duty trucks that are high polluters. Existing law requires the Bureau of Automotive Repair to administer the program and the State Air Resources Board to adopt the guidelines for the program. Current law requires the guidelines to ensure vehicle replacement or a mobility option be an option for all motor vehicle owners and may be in addition to compensation for vehicles retired. Current law creates the Enhanced Fleet Modernization Subaccount in the High Polluter Repair or Removal Account and makes available, upon appropriation, all moneys in the account to establish, implement, and administer the program. This bill would require the guidelines to ensure each replacement vehicle in the program be either a plug-in hybrid or zero-emission vehicle unless the state board makes a specified determination in consultation with the State Energy Resources Conservation and Development Commission, as specified.

Position: Watch

SB 229 Umberg D (Dist. 34) Surplus land: disposal of property: violations: public meeting.

Location: ASSEMBLY THIRD READING

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 is disposing of surplus land by sale and has received a notification of violation from the department to hold an open and public meeting 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 meeting. The bill would prohibit the local agency's governing body from taking final action to ratify or approve the proposed sale of surplus land until a public meeting is held as required.

SB 253 Wiener D (Dist. 11) Climate Corporate Data Accountability Act.

Location: ASSEMBLY SECOND READING

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 regulations to require the reporting and verification of statewide greenhouse gas emissions and to monitor and enforce compliance with the act. The act requires the state board to make available, and update at least annually, on its internet website the emissions of greenhouse gases, criteria pollutants, and toxic air contaminants for each facility that reports to the state board, as provided. This bill would require the state board, on or before January 1, 2025, to develop and adopt regulations requiring specified 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 reporting organization, as defined, and obtain an assurance engagement on, starting in 2026 on a date to be determined by the state board, and annually thereafter, their scope 1 and scope 2 greenhouse gas emissions, as defined, and, starting in 2027 and annually thereafter, their scope 3 greenhouse gas emissions, as defined, from the reporting entity's prior fiscal year, as provided. The bill would require the state board to review during 2029, and update as necessary on or before January 1, 2030, these deadlines to evaluate trends in scope 3 emissions reporting and to consider changes to the deadlines, as provided.

The bill would require a reporting entity to obtain an assurance engagement, performed by an independent party assurance provider, of the entity's public disclosure as provided. 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 accounting and public disclosure and greenhouse gas emissions reductions. The bill would also require the state board to ensure that the assurance process minimizes the need for reporting entities to engage multiple assurance providers and ensures sufficient assurance provider capacity, as well as timely reporting implementation, as required.

SB 411 **Portantino D (Dist. 25) Open meetings: teleconferences: neighborhood councils.**

Location: SENATE CONCURRENCE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would, until January 1, 2026, 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. The bill would require an eligible legislative body authorized under the bill to provide publicly accessible physical locations for public participation, as prescribed. The bill would also require that at least a quorum of the members of the neighborhood council participate from locations within the boundaries of the city in which the neighborhood council is established. The bill would require that, at least once per year, at least a quorum of the members of the eligible legislative body participate in person from a singular physical location that is open to the public and within the boundaries of the eligible legislative body.

Position: Watch

SB 493 **Min D (Dist. 37) Air pollution: alternative vehicles and electric and hydrogen infrastructure.**

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 Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the State Air Resources Board (state 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. The bill would require the Energy Commission to publish a determination regarding the adequacy of completed or planned charging or fueling sites for the 5 years following the completion of the initial statewide assessment and the findings of the electric vehicle charging infrastructure assessment, as provided.

SB 537 Becker D (Dist. 13) Open meetings: multijurisdictional, cross-county agencies: teleconferences.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Ralph M. Brown 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. 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: 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 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 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: transit.

Location: SENATE ENROLLMENT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	14.b
	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 that treats, pumps, stores, or conveys water, wastewater, recycled water, advanced treated water, or supporting facilities. 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. Current law requires local agencies to report to the Legislature by January 1, 2028, regarding the use of the progressive design-build process, as specified. This bill, until January 1, 2029, would similarly 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 for up to 10 public works projects in excess of \$5,000,000 for each project.

Position: Support

SB 677 Blakespear D (Dist. 38) Intercity rail: LOSSAN Rail Corridor.

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 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 of 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: internet website: state highway system data and information.

Location: ASSEMBLY SECOND READING

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 January 1, 2025, to annually prepare and make available on its internet website information and data about projects on the state highway system from the prior fiscal year, and to present this information and data to the California Transportation Commission at a regularly scheduled commission meeting on or before April 1 of each year.

SB 706 Caballero D (Dist. 14) Public contracts: progressive design-build: local agencies.

Location: SENATE ENROLLMENT

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. This bill would, until January 1, 2030, provide additional authority for cities, counties, cities and counties, or special districts to use the progressive design-build process for up to 10 public works in excess of \$5,000,000, not limited to water-related projects, excluding projects on state-owned or state-operated facilities. The bill would require information to be provided under penalty of perjury and would require similar reports due 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: 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, if the Department of Transportation determines that real property, or an interest in the property, acquired for highway purposes is no longer necessary for those purposes, authorizes the department to sell or exchange the property or property interest in the manner and upon terms, standards, and conditions established by the California Transportation Commission, as provided. 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 Task Force, 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 the State Route 710 Terminus adjacent areas, as defined. The bill would repeal these provisions on January 1, 2027.

SB 747 Caballero D (Dist. 14) Land use: surplus land.

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 prescribes requirements for the disposal of surplus land by a local agency. Current law defines “surplus land” to generally mean land owned in fee simple by a local agency for which the local agency’s governing body takes formal action in a public meeting declaring that the land is surplus and not necessary for the agency’s use. Current law defines “agency’s use” to include land that is being used, is planned to be used pursuant to a written plan adopted by the local agency’s governing board, or is disposed of to support agency work or operations. Current law excludes from “agency’s use” commercial or industrial uses or activities, or property disposed of for the sole purpose of investment or generation of revenue, unless the local agency is a district, except as specified, and the agency’s governing body takes specified actions in a public meeting. Current law excludes from these requirements the disposal of exempt surplus land by an agency of the state or any local government. Current law requires a local agency 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. Under current law, exempt surplus land includes, among other types of land, property that is used by a district for an “agency’s use” as expressly authorized, land for specified developments, including a mixed-use development, if put out to open, competitive bid by a local agency, as specified, and surplus land that is subject to specified valid legal restrictions. Current law defines for a local agency that is a district, except for those districts whose primary mission is to supply the public with a transportation system “agency’s use” to include commercial or industrial uses or activities, or property disposed of for the sole purpose of investment or generation of revenue. This bill would define the term “dispose” for these purposes to mean the sale of the surplus property or a lease of any surplus property entered into on or after January 1, 2024, for a term longer than 15 years, including renewal options, as specified.

SB 825 Limón D (Dist. 19) Local government: public broadband services.

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: 46

Total Tracking Forms: 46

Minute Action

AGENDA ITEM: 15

Date: *October 4, 2023*

Subject:

Federal Legislative Update

Recommendation:

Receive and file the September 2023 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on September 13, 2023, regarding the appropriations process for Fiscal Year 2024 and upcoming legislative deadlines.

Fiscal Year 2024 Budget

Congress will return to session in early September 2023 with only three legislative weeks remaining before the end of the Fiscal Year with none of the 12 Fiscal Year 2024 appropriations bills signed into law. House Speaker Kevin McCarthy has indicated he would support a short-term Continuing Resolution that would fund the federal government until early December, 2023.

However, negotiations between the House and Senate may prove difficult due to vast differences in spending priorities, topline spending levels, and efforts by House Republicans to repeal or defund programs authorized and funded in the *Inflation Reduction Act (IRA)*. In response, the White House has issued a veto threat on some of the bills in the House, with more veto threats expected should the rest of the bills move forward.

There are ongoing discussions among Senators regarding the potential adoption of a combined package that will include stopgap spending and supplemental appropriations in a single bill. These conversations are taking place in anticipation of returning to work in September. The aim is to prevent a partial government shutdown that is approaching by October 1, 2023. There is a need to address the diminishing disaster aid fund, which is struggling to support longer-term recovery efforts due to immediate crisis in different regions of the country. The Federal Emergency Management Agency faces challenges in balancing resources.

Legislative Calendar

The House and Senate were in recess the month of August 2023, and returned to Washington, D.C., on September 5, 2023.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on September 13, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

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

Board of Directors Agenda Item
October 4, 2023
Page 2

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 16

Date: *October 4, 2023*

Subject:

Southern California Regional Rail Authority Increase in Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink Operations

Recommendation:

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

A. Approve an increase in the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2023/2024 Metrolink Operations in the amount of \$402,458, for a total operating assistance allocation of \$29,157,187, to be off-set by \$137,577 deduction in SBCTA's share of overall operating costs due to added service on the Antelope Valley Line, for a total net increase of \$264,881 to be paid using available surplus funds carried over from FY 2022/2023, upon completion of SCRRA's year-end financial audit.

B. Approve the use of up to \$264,881 in Valley Local Transportation Funds (LTF) to fund the increase in operations as an alternative funding source to fulfill SBCTA's share in the event the amount of available surplus funds is not adequate, as determined by SCRRA's year-end audit.

Background:

On June 7, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for the Fiscal Year (FY) 2023/2024 Budget for Metrolink service.

In June 2022, SCRRA reached an agreement settling the February 2015 Oxnard incident in the amount of approximately \$16 million. This settlement was reached as a result of several Closed Session discussions with the SCRRA Board of Directors. Subsequent to SBCTA's approval of SCRRA's FY 2023/2024 budget request, SCRRA notified member agencies that \$3.5 million of the settlement amount is associated with the Self Insurance Reserve (SIR) and is to be split among all five member agencies using train miles in accordance with existing all-share formulas. Based on this allocation methodology, SBCTA's share is \$402,458.

SCRRA's demand for payment was on the SBCTA Board of Directors closed session agenda in September 2023. Following that closed session, SBCTA staff waited to request approval of the settlement amount and payment process pending review by the SCRRA Board of Directors. It was discussed at the SCRRA Administrative and Finance Committee (AFCOM) on September 8, 2023. SCRRA staff is going to review adding a future budget line item to address the potential need for payment of the self-insured retention associated with their insurance program to avoid this situation in the future. They are also going to look at securing insurance that does not have a self-insured retention, however the likelihood of that being an available option is low.

Additionally, SCRRA is implementing additional weekday and weekend service on the Antelope Valley Line (AVL) this fiscal year, resulting in a decrease in SBCTA's share of Metrolink operating costs by \$137,577. This decrease in operating costs can offset SBCTA's share of the

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

Board of Directors Agenda Item

October 4, 2023

Page 2

Oxnard settlement amount, for a total net increase in SBCTA's operating costs for FY 2023/2024 of \$264,881. At this time, SCRRA staff anticipates that surplus funds from the FY 2022/2023 budget will be available to cover the member agency's share of the Oxnard settlement. However, the use of surplus funds requires the concurrence of member agencies; the final surplus amounts will be determined once SCRRA completes their year-end financial audit.

As a result, staff is recommending the Board approve an increase in the Preliminary Budget Request for the FY 2023/2024 Metrolink operations in the amount of \$264,881, for a total operating assistance allocation in the amount of \$29,157,187. Said increase shall be offset by a \$137,577 deduction in SBCTA's share of overall operating costs due to added service on the AVL, for a total net increase of \$264,881, which it is anticipated will be paid for using available surplus funds carried over from FY 2022/2023, pending completion of SCRRA's year-end financial audit to cover insurance and legal expenses related to the Oxnard settlement. In the event SCRRA's year-end audit indicates FY 2022/2023 surplus funds are insufficient to cover the cost of the increase of operations, staff is recommending the use of up to \$264,881 of Valley Local Transportation Funds (LTF) as an alternative funding source to fulfill SBCTA's share.

Financial Impact:

This item is consistent with the 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:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:



METROLINK

Amendments to FY24 Budget

Audit and Finance Committee

September 8, 2023

Antelope Valley Line Service

Added weekday and weekend service on AV line, starting October 2023

Proposed Schedule Additions to AVL

Expenses and Revenues **Prorated** for the Period of Oct 23, 2023 to June 30, 2024

FY24 Adopted Budget						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	28,214,617	12,138,405	4,116,867	6,855,365	1,454,046	52,779,301
Total Expense	154,625,090	62,889,254	32,348,630	35,747,671	17,827,539	303,438,184
Loss	(126,410,472)	(50,750,849)	(28,231,763)	(28,892,306)	(16,373,492)	(250,658,883)
Proposed Schedule Additions to AVL						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	1,268,604	0	0	0	0	1,268,604
Total Expense	2,951,446	(193,459)	(90,608)	(137,577)	(47,209)	2,482,593
Change in Member Support increase / (decrease)	1,682,842	(193,459)	(90,608)	(137,577)	(47,209)	1,213,989
FY24 Budget as Amended						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	29,483,221	12,138,405	4,116,867	6,855,365	1,454,046	54,047,905
Total Expense	157,576,536	62,695,795	32,258,021	35,610,094	17,780,329	305,920,777
Loss	(128,093,315)	(50,557,390)	(28,141,155)	(28,754,730)	(16,326,283)	(251,872,872)

METROLINK

San Clemente #1 and #2

San Clemente #1 (Cyprus Shores)

Approval of this amendment will increase the Extraordinary Item "San Clemente #1" in FY24 below the operating line by \$1,588,252.80.

This cost is borne in its entirety by OCTA, whose Board has previously approved the amount.

San Clemente #2 (Casa Romantica)

Approval of the amendment will increase the Extraordinary Item "San Clemente #2" in FY24 below the operating line by \$4,888,109.39.

The estimated cost for this effort is \$6,000,000. This cost is borne by OCTA for \$3,000,000 - whose Board has previously approved the amount - with an additional \$3,000,000 to be provided by the State of California, Department of Transportation.

METROLINK

Allocation of Estimated \$3.5M Oxnard Settlement

Allocation Method for Legal Expenses is Train Miles Lagged

Taking a Five-year average of Member Agency percentages:

		METRO	OCTA	RCTC	SBCTA	VCTC	
Average over 5 years		52.81%	23.89%	8.42%	11.50%	3.38%	
Allocation of \$3.5M		\$ 1,848,297	\$ 836,103	\$ 294,674	\$ 402,458	\$ 118,468	3,500,000.00

Invoices will be sent to Member Agencies in August.

Amendment will be taken to the Board in September.

METROLINK

Recommendation

It is recommended that the Committee recommend that the Board adopt these amendments to become part of the FY24 Adopted Budget:

- Addition of Revenue Service to the Antelope Valley Line;
- Continuing expenses for Emergency Railroad Track Stabilization Project at San Clemente Track Mile Post 206.8 "San Clemente #1";
- Continuing expenses for Support Wall Project at Track Mile Post 204.6 "San Clemente #2";
- Oxnard Settlement

METROLINK



METROLINK

Thank you.



16.b

Attachment: Allocation of \$3.5M Settlement for Oxnard (9809 :

METROLINK

Allocation of \$3.5M Settlement

Packet Pg. 286

Allocation of Estimated \$3.5M Oxnard Settlement

16.b

		METRO	OCTA	RCTC	SBCTA	VCTC	
Average over 5 years		52.81%	23.89%	8.42%	11.50%	3.38%	
Allocation of \$3.5M		\$ 1,848,297	\$ 836,103	\$ 294,674	\$ 402,458	\$ 118,468	3,500,000.00

Allocation Methodology:

- For Legal Expenses is Train Miles Lagged
- Used a Five-year average of Member Agency percentages

Metrolink Board Action:

- Amendment will be taken to Metrolink Board in September 2023
- Metrolink Board is “Dark” in August 2023

Member Agency Invoicing:

- Invoices will be sent to Member Agencies in July 2023

METROLINK

Packet Pg. 287

Attachment: Allocation of \$3.5M Settlement for Oxnard (9809 :

Minute Action

AGENDA ITEM: 17

Date: *October 4, 2023*

Subject:

Stadler Contract Change Order for ZEMU Testing at the Transportation Technology Center

Recommendation:

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

A. Authorize staff to process a Contract Change Order (CCO) to Stadler US, Inc., Contract No. 20-1002310 in the amount not-to-exceed \$2,543,227.12 to perform vehicle qualification testing at the Transportation Testing Center in Pueblo, Colorado.

B. Approve a budget amendment to Fiscal Year 2023/2024 Budget, Task No. 0315 Transit Capital, by increasing Transit and Intercity Rail Capital Program (TIRCP) funds \$10,683,227 and by decreasing State Transit Assistance Population (STA-Pop) funds \$8,140,000, for a total net increase of \$2,543,227.12

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 Project, 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 the vehicle in the summer of 2021 with components similar to the DMUs 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. Dynamic testing in Switzerland began in December 2022 and wrapped in May 2023. Subsequently, the ZEMU was prepared for shipment and the vehicle arrived in the United States on August 14, 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

Entity: San Bernardino County Transportation Authority

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; including, 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.

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. Also, Stadler submitted a Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant application for Hydrogen Rail Institute Project, which included funding for ZEMU testing at the TTC in Pueblo, Colorado. The funding was intended to 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 FRA announced the grant awardees on September 25, 2023; however, the Hydrogen Rail Institute Project was not selected to receive the CRISI grant. The decision to transport and test at the TTC was made regardless of the award of the grant to avoid lengthy delays.

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.

Between testing at TTC and arrival of the ZEMU in San Bernardino, the vehicle will be displayed and highlighted during the American Public Transportation Association (APTA) TRANSform Conference & Expo (APTA Expo) in Orlando, Florida, on October 9-11, 2023, similar to the unveiling at InnoTrans in 2022. Staff recognized that the APTA Expo is a beneficial platform to promote SBCTA's first hydrogen train in North America. While agreeing to showcase the ZEMU at APTA, staff stressed to Stadler the importance of revisiting the overall testing durations in order to minimize the impact to the overall project schedule. With that, Stadler submitted an updated schedule with the ZEMU's expected arrival in San Bernardino in April 2024. Once in San Bernardino, the planned testing is anticipated to take approximately three months before commencing revenue service thereafter.

On June 6, 2023, staff presented to the Board of Directors the potential financial impact of testing at TTC. Staff highlighted SBCTA's responsibilities such as fueling during testing and transportation costs with transporting the ZEMU between the TTC and San Bernardino, which at the time was unknown, and advised that further approval by the Board of Directors will be

Board of Directors Agenda Item

October 4, 2023

Page 3

needed should the contract change order (CCO) exceed the currently authorized contract contingency. After further negotiations with Stadler and deeper assessment of the testing readiness at San Bernardino, staff agreed to the testing cost with a not-to-exceed amount of \$2,543,227.12 and process the CCO upon Board approval.

This change is accounted for in the total project budget and does not necessitate a project budget increase; however, a fiscal year (FY) budget increase is necessary to accommodate this CCO that will be processed in this FY. The CCO will be funded by a combination of TIRCP and State Transit Assistance Population Share (STA-Pop) funds, previously programmed.

It is recommended that the Board authorize staff to process a CCO to Stadler US, Inc., Contract No. 20-1002310 in the amount not-to-exceed \$2,543,227.12 and approve the FY budget increase of the same amount, to perform vehicle qualification testing at the TTC in Pueblo, Colorado. In addition to the budget increase, staff is requesting a FY 2023/2024 budget fund swap from STA-Pop to TIRCP. Transit staff anticipated the award of additional TIRCP funds to be applied towards FY 2023/2024 expenditures; however, as the funds were not officially awarded until after the development of the agency wide FY 2023/2024 budget, staff originally budgeted expenditures under the available STA-Pop funds.

Financial Impact:

This item is not consistent with the Fiscal Year 2023/2024 Budget. Recommendation B requests increasing Task No. 0315, Transit Capital, by \$10,683,227 in Transit and Intercity Rail Capital Program (TIRCP) funds (2565) and decreasing Task No. 0315, Transit Capital, by \$8,140,000 in State Transit Assistance Population Share (STA-Pop) funds (1050), for a total net increase of \$2,543,227.12

Reviewed By:

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

Responsible Staff:

Joy Buenafior, Deputy Director of Transit & Rail Programs

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 20-1002310 Amendment No.: 4 CCO for TTC TestingContract Class: Payable Department: TransitVendor No.: 03334 Vendor Name: Stadler US, Inc.Description: Stadler Contract Change Order ZEMU TTC

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	23,500,000.00	Original Contingency		\$	500,000.00
Prior Amendments		\$	185,216.50	Prior Amendments		\$	-
Prior Contingency Released		\$	48,942.00	Prior Contingency Released (\$	(48,942.00)
Current Amendment		\$	-	Current Amendment		\$	2,543,227.12
Total/Revised Contract Value		\$	23,734,158.50	Total Contingency Value		\$	2,994,285.12
	Total Dollar Authority (Contract Value and Contingency)					\$	26,728,443.62

Contract Authorization

Board of Directors Date: 10/04/2023 Board Item # 9905

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? Yes Board Approved Budget Adjustment

State Construction N/A

Accounts Payable

Estimated Start Date: 12/04/2019 Expiration Date: 06/01/2024 Revised Expiration Date: _____NHS: N/A QMP/QAP: N/A Prevailing Wage: No

							Total Contract Funding:		Total Contingency:	
							\$	23,734,158.50	\$	2,994,285.12
GL:	2565	30	0315	0336	56550	42206504		23,734,158.50		965,841.50
GL:	1050	30	0315	0336	56550	42218001		-		2,028,443.62
GL:								-		-
GL:								-		-
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GL:								-		-

Joy M. Buenaflor

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 20-1002310 2023-09-20 (9905 : Stadler Contract Change Order ZEMU TTC)

Minute Action

AGENDA ITEM: 18

Date: *October 4, 2023*

Subject:

Homeless Programs Presentation - County of San Bernardino

Recommendation:

Receive a presentation from the County of San Bernardino on homeless outreach efforts and programs.

Background:

On November 2, 2022, San Bernardino County Transportation Authority Board of Directors requested that the San Bernardino Council of Governments look at the issue of chronic homelessness related to mental health and drug addiction. The leading agency in the San Bernardino region for addressing homelessness is the Community Development and Housing Department within the County of San Bernardino. Carrie Harmon, Director of the Department, will present on the county's strategies and programs.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: October 4, 2023

Witnessed By:

Entity: San Bernardino Council of Governments

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	X	X		X			
Jesse Armendarez Board of Supervisors	X	X	X	X			X		X			
Dawn Rowe Board of Supervisors	X	X		X	X		X		X			
Curt Hagman Board of Supervisors	X	X	X	X	X	X	X		X			
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X		X			
Daniel Ramos City of Adelanto	X	X	X	X	X	X	X		X			
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X		X			
Paul Courtney City of Barstow	X	X		X	X	X	*		*			
Rick Herrick City of Big Bear Lake	X			X	X	*	X		X			
Eunice Ulloa City of Chino	X			X	X	X	X		X			
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X		X			
Frank Navarro City of Colton		X	X	X	X	X	X		X			
Acquanetta Warren City of Fontana	X	X	X	X	X		X		X			
Sylvia Robles City of Grand Terrace	X	X	X	X	X	X	X		X			
Rebekah Swanson City of Hesperia	X	X	X	X	X	*	*		X			
Larry McCallon City of Highland	X	X	X	X		*	*		X			

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 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	X	X		X			
Janet Jernigan City of Needles			X	X		X	X		X			
Alan Wapner City of Ontario	X	X	X	X			X					
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X	*	X	X		X			
Paul Barich City of Redlands		X		X	*	*	*					
Deborah Robertson City of Rialto	X	X	X	X		X			X			
Helen Tran City of San Bernardino	X	X	X	X	X	X	X		X			
Joel Klink City of Twentynine Palms	X	X		X	X	X	X		X			
Rudy Zuniga City of Upland		X	X	X	X	X	X		*			
Debra Jones City of Victorville	X			X	X	X	X		X			
Bobby Duncan City of Yucaipa	X	X	X	X	X	X			X			
Rick Denison Town of Yucca Valley	X	X	X	X			X		X			
Rebecca Guirado Interim Ex-Official Member	X	Bassem Barsom										
Catalino Pining Ex-Official Member			X	X	X	Thomas Ainsworth	Rebecca Guirado		Jim Rogers			

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

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, August 17, 2023. The following is a summary of the meeting.

FYs 2021-24 Work Program

FYs 2021-24 Publicly Accessible Goods Movement Zero-Emission Infrastructure Program

In August 2022, the MSRC approved a Request for Information (RFI) for Publicly Accessible Goods Movement Zero-Emission Infrastructure. The RFI has an initial targeted funding amount of \$50,000,000 with the purpose of identifying potential partners to assist the MSRC in deploying publicly accessible EVSE and hydrogen infrastructure within the South Coast AQMD region. The RFI closing date was November 30, 2022. Based on information submitted in response to the RFI, the MSRC is allowed to select one or more RFI respondents to enter into discussions and enter into agreements.

As part of approval of the FYs 2021-24 Work Program, the MSRC approved the following two initial RFI awards totaling \$14,679,171, :

- a. A funding award to Prologis in an amount not to exceed \$11,679,171 to implement EVSE and hydrogen refueling at seven logistics facilities located within the geographical jurisdiction of the South Coast AQMD. South Coast AQMD will administer the Prologis project on behalf of the MSRC under the terms and conditions of the agreement executed between Prologis and South Coast AQMD on behalf of the MSRC. The MSRC will augment the partners' contribution as an element of the FYs 2021-24 Work Programs; and
- b. A contract with the Los Angeles County Cleantech Incubator in an amount not to exceed \$3,000,000 to implement zero-emission truck refueling at two locations at the Port of Los Angeles.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FYs 2012-14 to present.

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † 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 Rodriguez-Robles Helen Tran	Cynthia Moran Daniel Ramos 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. *Note: An exception to Policy 10002 was approved by the Board of Directors on July 5, 2023 to temporarily revise the composition of East Valley to 2 City, 2 County	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. The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair/Vice President) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Dawn Rowe, Supervisor (Vice Chair/President) Joe Baca, Jr., Supervisor (MVSS Chair) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Past President) Debra Jones, Victorville Rick Denison, Yucca Valley (TC Chair) Paul Cook, Supervisor (MDC 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.	6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024
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)	Rick Denison, Yucca Valley (Chair) John Dutrey, Montclair** (Vice Chair) Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Rodriguez-Robles, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	12/31/2024 (6/30/2024) Indeterminate (6/30/2024) 12/31/2024 Indeterminate 12/31/2023 12/31/2023 12/31/2024 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)	Paul Cook, Supervisor (Chair) Debra Jones, Victorville (Vice Chair) Daniel Ramos, Adelanto Art Bishop, Apple Valley Carmen Hernandez, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of 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)	Dawn Rowe, Supervisor (President) Ray Marquez, Chino Hills (Vice President) Art Bishop, Apple Valley (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 Joe Baca Jr., Supervisor (Chair) Eunic Ulloa, Chino (Vice Chair)	6/30/2024 6/30/2024

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) Dawn Rowe, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/2024 12/31/2024 03/01/2025</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Council of Governments Ad Hoc Committee</p> <p>On July 5, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To provide guidance on the SBCOG Budget and funding options. This ad hoc has a term ending June 30, 2024.</p>	<p>Acquanetta Warren, Fontana John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Jesse Armendarez, Supervisor Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

Emerging Technology Ad Hoc Committee On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2023.	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
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 Rodriguez-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.

Communication: Committee Membership (Committee Membership)

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.	<p>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.</p> <p>The PDTF is not a Brown Act Committee.</p>	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	<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>	Varies with the PDT.



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019