

AGENDA
General Policy Committee Meeting
November 8, 2023
9:00 AM

Location

San Bernardino County Transportation Authority
First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA 92410

General Policy Committee Membership

Chair – Vice President

Ray Marquez, Council Member
City of Chino Hills

President

Dawn Rowe, Supervisor
County of San Bernardino

Past President

Art Bishop, Council Member
Town of Apple Valley

West Valley Representatives

Acquanetta Warren, Mayor
City of Fontana

Alan Wapner, Council Member
City of Ontario

Curt Hagman, Supervisor
County of San Bernardino

Mt./Desert Representatives

Debra Jones, Mayor
City of Victorville

Rick Denison, Mayor
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

East Valley Representatives

Frank Navarro, Mayor
City of Colton

Larry McCallon, Mayor
City of Highland

Joe Baca, Jr., Supervisor
County of San Bernardino

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

AGENDA

General Policy Committee Meeting

November 8, 2023

9:00 AM

**Location
SBCTA**

**First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA 92410**

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 Ray Marquez)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Alexandria Ojeda

Public Comment

Brief Comments from the General Public

Note: Public Comment on items listed on this agenda will be allowed only during this committee meeting. No public comment will be allowed on committee items placed on the Consent Agenda at the Board of Directors meeting. If an item has substantially changed after consideration during the committee meeting, the item will be placed on Discussion for Board and public comment will be allowed.

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. 11

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.

Administrative Matters

2. Measure I Revenue

Pg. 12

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

Presenter: Lisa Lazzar

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

3. Budget to Actual Report for first Quarter Ending September 30, 2023

Pg. 14

Receive and file Budget to Actual Report for the first quarter ending September 30, 2023.

Presenter: Lisa Lazzar

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

4. September and October 2023 Procurement Report

Pg. 25

Receive the September and October 2023 Procurement Report.

Presenter: Shaneka Morris

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

DISCUSSION ITEMS

Discussion - Administrative Matters

5. 2024 General Policy Committee Meeting Schedule

Pg. 33

Approve the 2024 General Policy Committee meeting schedule.

Presenter: Ashley Izard

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

6. Amendment No. 1 to Contract No. 24-1003036 with BCA Watson Rice - Western Region, LLP Pg. 47

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

A. Approve Amendment No. 1 to Contract No. 24-1003036, Measure I and Transportation Development Act Audit Services, to increase the contract amount by \$16,445 for a new not-to-exceed amount of \$85,405 to provide State Controller Report and Single audit services.

B. Approve an increase in budget for Fiscal Year 2023/2024 for task 0400 – Financial Management of \$600,000 to be funded by carry over fund balance to account for the higher cost of the Measure I and Transportation Development Act auditing services.

Presenter: Lisa Lazzar

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

7. Revisions to Policy No. 20000 - Financial Policies Pg. 52

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

Revise Policy No. 20000, Financial Policies, Section VI, Budget Amendment Policy, to allow substitution of Funds for prior year expenditures where the Funds are included in the adopted budget without Board action.

Presenter: Hilda Flores

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

8. Revisions to Policy No. 10006 - Authority to Act Upon Certain Claims Pg. 62

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

Approve modifications to Risk Management Policy No. 10006, Authority to Act Upon Certain Claims, to remove references to the Special Projects and Strategic Initiatives Department and Director.

Presenter: Steven Keller

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

9. Award Contract No. 23-1002957 with Alliant Insurance Services, Inc.

Pg. 67

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

Approve the award of Contract No. 23-1002957 to Alliant Insurance Services for Risk Management and Broker Services for a five-year period ending February 28, 2029, in the amount of \$210,000.00, with two one-year options to extend, for a total not-to-exceed amount of \$296,500.00.

Presenter: Steven Keller

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

10. 2023 Title VI Program Update, including Public Participation Plan and Language Assistance Plan

Pg. 200

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

Approve the 2023 Title VI Program Report, including the Public Participation Plan and Language Assistance Plan, in compliance with Federal Transit Administration requirements.

Presenter: Colleen Franco

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

Discussion - Air Quality/Traveler Services

11. Award Freeway Service Patrol Contract No. 23-1002947 for Freeway Service Patrol Beat No. 23

Pg. 270

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

A. Award Contract No. 23-1002947 to Royal Coaches Auto Body & Towing for Freeway Service Patrol (FSP) services along Beat No. 23, from August 1, 2024 through July 31, 2029, for a not-to-exceed amount of \$5,032,510 for FSP services and construction support for the Interstate 15 (I-15) construction project.

B. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002947 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

Presenter: Rana Semaan

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

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The next General Policy Committee Meeting is scheduled for December 13, 2023.

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 & Language Assistance - The meeting facility is accessible to persons with disabilities. If assistive listening devices, other auxiliary aids or language assistance 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.

Accesibilidad y asistencia en otros idiomas - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a clerkoftheboard@gosbcta.com y la oficina se encuentra en 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.

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

Minute Action

AGENDA ITEM: 1

Date: November 8, 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
6	24-1003036	BCA Watson Rice – Western Region, LLP <i>Michael de Castro, Managing Partner</i>	None
9	23-1002957	Alliant Insurance Services, Inc. <i>Courtney Ramirez, Senior Vice President</i>	Kroll, LLC
11	23-1002947	Royal Coaches Auto Body & Towing <i>William Salazar</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:

Carrie Schindler, Deputy Executive Director

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: November 8, 2023

Subject:

Measure I Revenue

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of September 30, 2023, were \$2,319,923,330.

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

Measure I revenue for the 2023/2024 Fiscal Year Budget was estimated to be \$257,000,000. Actual Measure I receipts for Fiscal Year 2023/2024 July through September are \$64,368,274, in comparison to \$64,538,748 received during the quarter ending September 2022/2023, with a decrease of 0.26%.

Financial Impact:

Measure I revenues for the first quarter of Fiscal Year 2023/2024 exceeded prior years' collections.

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	\$2,255,555,056
Fiscal Year 2023/24	64,368,274	0	0	0	64,368,274	\$2,319,923,330
% Increase Over 22/23	-0.26%					

Attachment: MSI Receipts (10011 : Measure I Revenue - 1st Qtr 2023/2024)

Minute Action

AGENDA ITEM: 3

Date: *November 8, 2023*

Subject:

Budget to Actual Report for first Quarter Ending September 30, 2023

Recommendation:

Receive and file Budget to Actual Report for the first quarter ending September 30, 2023.

Background:

The Fiscal Year 2023/2024 Budget for new activity was adopted by the Board of Directors (Board) on June 1, 2023. Budgetary information includes the original and revised budgets and expenditures as of September 30, 2023.

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

The following is an explanation for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances. The positive balance is partially due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date are 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.
2. Operating transfers out are not yet posted for the cash transfers within the General Fund to fund the Indirect Cost Fund.

Federal Highway Fund

A. Revenues:

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

B. Expenditures:

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

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

2. Transit is negative due to the prior year accrual reversals being higher than actual expenditures thus far this year.

Federal Transit Administration Fund

A. Revenues:

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

B. Expenditures:

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

State Highway Fund

A. Revenues:

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

B. Expenditures:

1. Expenditures to date are 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.

B. Expenditures:

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

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue is low since July and August receipts pertain to the prior fiscal year.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accrual that 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. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date are negative due to the prior year accrual reversals being higher than actual claims thus far this year.

C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accruals that represent cash transfers to the General Fund to fund transit activities, which are based on a reimbursement basis. The amount is negative due to accrual reversals being higher than actual reimbursements thus far.

Senate Bill 1

A. Revenues:

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

B. Expenditures:

1. Expenditures to date are low mainly 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.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

General Policy Committee Agenda Item

November 8, 2023

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B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Expenditures for Commuter and Motorist Assistance are negative due to the prior year accrual reversals being higher than actual claims thus far this year.
3. Funds for the Transit, Project Delivery and Fund Administration programs are encumbered to ensure they are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Enterprise fund for draws on the Transportation Infrastructure Finance Innovation Act (TIFIA) loan.
2. Operating transfers out represent cash transfers to the General Fund to fund the Debt Service Fund to cover debt service expenditures.

Debt Service Fund

A. Revenues:

1. Investment earnings fluctuate with the amount of cash held by the trustee due to the timing of debt service payments.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of debt service payments.

C. Other Financing Sources:

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

Capital Projects Fund

A. Revenues:

1. The timing for collection of revenue fluctuates as most projects are funded on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Transit and Project Delivery programs are encumbered to ensure they are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers resulting from transfers within the West Valley Connector project to reflect the proper funding allocation.
2. Operating transfers out represent cash transfers to close out the Redlands Passenger Rail project.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for collection of revenue fluctuates as most of the state grants are on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers out are not yet posted for the cash transfers to fund the Indirect Cost Fund.

Council of Governments Fund

A. Revenues:

1. The timing for collection of revenue fluctuates as this program is mostly funded on a reimbursement basis.
2. The positive investment earnings and miscellaneous balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of program activities.
2. Regional & Subregional Planning is negative due to the prior year accrual reversals being higher than actual expenditures thus far this year.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to adjust funding allocations to optimize funding.
2. Operating transfers out are not yet posted for the cash transfers to fund the Indirect Cost Fund. The small amount posted is to adjust funding allocations to optimize funding.

Enterprise Fund

A. Revenues:

1. Express Lanes Operations expected to commence by April 1, 2024.

B. Expenditures:

1. Express Lanes Operations is negative due to the prior year accrual reversals being higher than actual expenditures thus far this year.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the Measure I-Freeway Fund for draws on the Transportation Infrastructure Finance Innovation Act (TIFIA) loan.

Financial Impact:

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

General Policy Committee Agenda Item
November 8, 2023
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Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Fiscal Year 2023-2024
First Quarter Budget to Actual Report
September 30, 2023

	2023-2024 Original Budget	Amendments	2023-2024 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,570,000	-	2,570,000	200,530	-	2,369,470	
Charges for Services	263,000	-	263,000	147,206	-	115,794	
Investment Earnings	367,000	-	367,000	4,289,523	-	(3,922,523)	
Miscellaneous	-	-	-	169	-	(169)	
Total Revenues	3,200,000	-	3,200,000	4,637,428	-	(1,437,428)	
Expenditures							
General Government	13,412,249	-	13,412,249	2,319,623	911,450	10,181,176	75.91%
Regional & Subregional Planning	1,496,648	-	1,496,648	94,056	-	1,402,592	93.72%
Transit	85,815,590	5,999,808	91,815,398	15,428,491	531,157	75,855,750	82.62%
Project Delivery	441,697	-	441,697	216	-	441,481	99.95%
Fund Administration	692,162	-	692,162	76,669	-	615,493	88.92%
Total Expenditures	101,858,346	5,999,808	107,858,154	17,919,055	1,442,607	88,496,492	82.05%
Other Financing Sources							
Transfers in	99,002,219	-	99,002,219	5,154,925	-	93,847,294	94.79%
Transfers out	(431,940)	-	(431,940)	-	-	(431,940)	100.00%
Total Other Financing Sources	98,570,279	-	98,570,279	5,154,925	-	93,415,354	94.77%
Revenues Over (Under) Expenditures	(88,067)	(5,999,808)	(6,087,875)	(8,126,702)	-	3,481,434	
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	178,943,595	1,000,000	179,943,595	5,900,000	-	174,043,595	
Investment Earnings	2,546,000	-	2,546,000	-	-	2,546,000	
Total Revenues	181,489,595	1,000,000	182,489,595	5,900,000	-	176,589,595	
Expenditures							
Regional & Subregional Planning	-	1,000,000	1,000,000	-	-	1,000,000	0.00%
Transit	1,686,932	-	1,686,932	(849,860)	-	2,536,792	150.38%
Project Delivery	179,802,663	-	179,802,663	1,293,603	-	178,509,060	99.28%
Total Expenditures	181,489,595	1,000,000	182,489,595	443,743	-	182,045,852	99.76%
Revenues Over (Under) Expenditures	-	-	-	5,456,257	-	(5,456,257)	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	32,625,062	-	32,625,062	-	-	32,625,062	
Total Revenues	32,625,062	-	32,625,062	-	-	32,625,062	
Expenditures							
Transit	32,625,062	-	32,625,062	536,205	-	32,088,857	98.36%
Total Expenditures	32,625,062	-	32,625,062	536,205	-	32,088,857	98.36%
Revenues Over (Under) Expenditures	-	-	-	(536,205)	-	536,205	

Attachment: Budget to Actual 1st Qtr 2024 (10012 : Budget to Actual Report - 1st Qtr. 2023/2024)

Fiscal Year 2023-2024
First Quarter Budget to Actual Report
September 30, 2023

	2023-2024 Original Budget	Amendments	2023-2024 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
STATE HIGHWAY FUND							
Revenues							
Intergovernmental	83,359,106	-	83,359,106	-	-	83,359,106	
Total Revenues	83,359,106	-	83,359,106	-	-	83,359,106	
Expenditures							
General Government	10,132	-	10,132	-	-	10,132	100.00%
Regional & Subregional Planning	270,774	-	270,774	44,633	-	226,141	83.52%
Transit	9,507,353	-	9,507,353	(12,600)	-	9,519,953	100.13%
Project Delivery	72,783,753	-	72,783,753	3,827,604	-	68,956,149	94.74%
Fund Administration	787,094	-	787,094	134,367	-	652,727	82.93%
Total Expenditures	83,359,106	-	83,359,106	3,994,004	-	79,365,102	95.21%
Revenues Over (Under) Expenditures	-	-	-	(3,994,004)	-	3,994,004	
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	4,677,540	-	4,677,540	-	-	4,677,540	
Total Revenues	4,677,540	-	4,677,540	-	-	4,677,540	
Expenditures							
Project Delivery	4,677,540	-	4,677,540	457,923	-	4,219,617	90.21%
Total Expenditures	4,677,540	-	4,677,540	457,923	-	4,219,617	90.21%
Revenues Over (Under) Expenditures	-	-	-	(457,923)	-	457,923	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	150,157,833	-	150,157,833	11,801,108	-	138,356,725	
Investment Earnings	6,000,000	-	6,000,000	6,268,541	-	(268,541)	
Total Revenues	156,157,833	-	156,157,833	18,069,649	-	138,088,184	
Expenditures							
Transit	139,640,000	-	139,640,000	31,107,706	108,885	108,423,409	77.64%
Total Expenditures	139,640,000	-	139,640,000	31,107,706	108,885	108,423,409	77.64%
Other Financing Sources							
Transfers out	(34,151,952)	-	(34,151,952)	777,235	-	(34,929,187)	102.28%
Total Other Financing Sources	(34,151,952)	-	(34,151,952)	777,235	-	(34,929,187)	102.28%
Revenues Over (Under) Expenditures	(17,634,119)	-	(17,634,119)	(12,260,822)	(108,885)	(5,264,412)	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	34,688,509	-	34,688,509	9,739,833	-	24,948,676	
Investment Earnings	2,513,000	-	2,513,000	2,324,693	-	188,307	
Total Revenues	37,201,509	-	37,201,509	12,064,526	-	25,136,983	
Expenditures							
Transit	27,324,081	-	27,324,081	(6,896,984)	-	34,221,065	125.24%
Total Expenditures	27,324,081	-	27,324,081	(6,896,984)	-	34,221,065	125.24%
Other Financing Sources							
Transfers out	(56,892,617)	-	(56,892,617)	2,038,960	-	(58,931,577)	103.58%
Total Other Financing Sources	(56,892,617)	-	(56,892,617)	2,038,960	-	(58,931,577)	103.58%
Revenues Over (Under) Expenditures	(47,015,189)	-	(47,015,189)	21,000,470	-	(68,015,659)	

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 1st Qtr 2024 (10012 : Budget to Actual Report - 1st Qtr. 2023/2024)

Fiscal Year 2023-2024
First Quarter Budget to Actual Report
September 30, 2023

	2023-2024 Original Budget	Amendments	2023-2024 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
SENATE BILL 1 Fund							
Revenues							
Intergovernmental	98,341,150	-	98,341,150	-	-	98,341,150	
Total Revenues	98,341,150	-	98,341,150	-	-	98,341,150	
Expenditures							
Commuter and Motorist Assistance	2,576,431	-	2,576,431	352,843	-	2,223,588	13.70%
Regional & Subregional Planning Program	550,000	-	550,000	-	-	550,000	0.00%
Transit	47,979,494	-	47,979,494	-	-	47,979,494	100.00%
Major Project Delivery	47,235,225	-	47,235,225	5,021,240	-	42,213,985	10.63%
Total Expenditures	98,341,150	-	98,341,150	5,374,083	-	92,967,067	94.54%
Revenues Over (Under) Expenditures	-	-	-	(5,374,083)	-	5,374,083	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	121,000	-	121,000	33,495	-	87,505	
Total Revenues	121,000	-	121,000	33,495	-	87,505	
Expenditures							
Project Delivery	1,156,040	-	1,156,040	88,799	-	1,067,241	92.32%
Total Expenditures	1,156,040	-	1,156,040	88,799	-	1,067,241	92.32%
Revenues Over (Under) Expenditures	(1,035,040)	-	(1,035,040)	(55,304)	-	(979,736)	
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	254,430,000	-	254,430,000	19,852,500	-	234,577,500	
Investment Earnings	9,149,000	-	9,149,000	4,074,926	-	5,074,074	
Total Revenues	263,579,000	-	263,579,000	23,927,426	-	239,651,574	
Expenditures							
General Government	1,264,812	-	1,242,680	179,512	-	1,063,168	85.55%
Environment and Energy Conservation	270,051	-	270,051	5,399	-	264,652	98.00%
Commuter and Motorist Assistance	904,784	-	904,784	(2,638)	-	907,422	100.29%
Regional & Subregional Planning	1,354,868	-	1,354,868	87,402	-	1,267,466	93.55%
Transit	59,640,893	-	59,640,893	7,466,946	53,030	52,120,917	87.39%
Project Delivery	204,210,510	-	204,210,510	1,940,654	406,324	201,863,532	98.85%
Fund Administration	159,288,275	-	159,288,275	5,293,448	749,000	153,245,827	96.21%
Total Expenditures	426,934,193	-	426,912,061	14,970,723	1,208,354	410,732,984	96.21%
Other Financing Sources							
Transfers in	62,662,439	-	62,662,439	27,769,587	-	34,892,852	55.68%
Transfers out	(19,835,366)	-	(19,835,366)	(2,207,819)	-	(17,627,547)	88.87%
Total Other Financing Sources	42,827,073	-	42,827,073	25,561,768	-	17,265,305	40.31%
Revenues Over (Under) Expenditures	(120,528,120)	-	(120,505,988)	34,518,471	(1,208,354)	(153,816,105)	

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

Attachment: Budget to Actual 1st Qtr 2024 (10012 : Budget to Actual Report - 1st Qtr. 2023/2024)

Fiscal Year 2023-2024
First Quarter Budget to Actual Report
September 30, 2023

	2023-2024 Original Budget	Amendments	2023-2024 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
DEBT SERVICE FUND							
Revenues							
Investment Earnings	303,000	-	303,000	33,125	-	269,875	
Total Revenues	303,000	-	303,000	33,125	-	269,875	
Expenditures							
Debt Service	13,418,420	-	13,418,420	6,050	-	13,412,370	99.95%
Total Expenditures	13,418,420	-	13,418,420	6,050	-	13,412,370	99.95%
Other Financing Sources							
Operating Transfers In	13,418,420	-	13,418,420	2,207,819	-	11,210,601	83.55%
Total Other Financing Sources	13,418,420	-	13,418,420	2,207,819	-	11,210,601	83.55%
Revenues Over (Under) Expenditures	303,000	-	303,000	2,234,894	-	(1,931,894)	
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	31,346,757	-	31,346,757	-	-	31,346,757	
Investment Earnings	609,000	-	609,000	257,612	-	351,388	
Miscellaneous	2,695,900	-	2,695,900	-	-	2,695,900	
Total Revenues	34,651,657	-	34,651,657	257,612	-	34,394,045	
Expenditures							
Environment and Energy Conservation	657,500	-	657,500	-	-	657,500	100.00%
Commuter and Motorist Assistance	1,079,349	-	1,079,349	21,742	-	1,057,607	97.99%
Regional & Subregional Planning	301,255	-	301,255	-	-	301,255	100.00%
Transit	2,367,760	(1,943)	2,365,817	634,232	47,232	1,684,354	71.20%
Project Delivery	27,353,151	-	27,353,151	1,227,045	148,980	25,977,126	94.97%
Fund Administration	1,627,298	-	1,627,298	-	-	1,627,298	100.00%
Total Expenditures	33,386,313	(1,943)	33,384,370	1,883,019	196,212	31,305,139	93.77%
Other Financing Sources							
Operating Transfers in	-	-	-	135	-	(135)	0.00%
Operating Transfers out	-	(25,000)	(25,000)	(6,943)	-	(18,057)	0.00%
Total Other Financing Sources	-	(25,000)	(25,000)	-	-	(18,192)	0.00%
Revenues Over (Under) Expenditures	1,265,344	(23,057)	1,242,287	(1,625,407)	(196,212)	3,070,714	
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	8,342,792	-	8,342,792	-	-	8,342,792	
Charges for Services	7,500	-	7,500	-	-	7,500	
Investment Earnings	118,000	-	118,000	36,734	-	81,266	
Miscellaneous	45,720	-	45,720	-	-	45,720	
Total Revenues	8,514,012	-	8,514,012	36,734	-	8,477,278	
Expenditures							
General Government	342,600	-	364,730	8,607	1,000	355,123	97.37%
Commuter and Motorist Assistance	3,315,015	-	3,315,015	306,884	28,628	2,979,503	89.88%
Regional & Subregional Planning	941,565	-	941,565	-	-	941,565	100.00%
Transit	2,012,700	-	2,012,700	743	-	2,011,957	99.96%
Total Expenditures	6,611,880	-	6,634,010	316,234	29,628	6,288,148	94.79%
Other Financing Sources							
Transfers out	(440,205)	-	(440,205)	-	-	(440,205)	100.00%
Total Other Financing Sources	(440,205)	-	(440,205)	-	-	(440,205)	100.00%
Revenues Over (Under) Expenditures	1,461,927	-	1,439,797	(279,500)	(29,628)	1,748,925	

Attachment: Budget to Actual 1st Qtr 2024 (10012 : Budget to Actual Report - 1st Qtr. 2023/2024)

Fiscal Year 2023-2024
First Quarter Budget to Actual Report
September 30, 2023

	2023-2024 Original Budget	Amendments	2023-2024 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	1,196,811	-	1,426,811	-	-	1,426,811	
Special Assessments	404,291	-	404,291	-	-	404,291	
Investment Earnings	25,000	-	25,000	10,884	-	14,116	
Miscellaneous	-	-	-	24,176	-	(24,176)	
Total Revenues	1,626,102	-	1,856,102	35,060	-	1,821,042	
Expenditures							
General Government	-	-	-	133	-	(133)	0.00%
Regional & Subregional Planning	-	-	-	(1,800)	-	1,800	0.00%
Council of Governments	1,461,533	-	1,691,533	123,004	-	1,568,529	92.73%
Total Expenditures	1,461,533	-	1,691,533	121,337	-	1,570,196	92.83%
Other Financing Sources							
Transfers in	-	-	-	64	-	(64)	0.00%
Transfers out	(476,216)	-	(476,216)	(244)	-	(475,972)	99.95%
Total Other Financing Sources	(476,216)	-	(476,216)	(180)	-	(476,036)	99.96%
Revenues Over (Under) Expenditures	(311,647)	-	(311,647)	(86,457)	-	(225,190)	
ENTERPRISE FUND							
Revenues							
Toll Revenues	6,914,000	-	6,914,000	-	-	6,914,000	
Total Revenues	6,914,000	-	6,914,000	-	-	6,914,000	
Expenditures							
Express Lanes Operation	7,633,045	-	7,633,045	(60,000)	-	7,693,045	-0.79%
Total Expenditures	7,633,045	-	7,633,045	(60,000)	-	7,693,045	0.00%
Other Financing Sources							
Transfers out	(62,854,782)	-	(62,854,782)	(27,762,778)	-	(35,092,004)	-
Total Other Financing Sources	(62,854,782)	-	(62,854,782)	(27,762,778)	-	(35,092,004)	0.00%
Revenues Over (Under) Expenditures	(70,487,827)	-	(70,487,827)	(27,702,778)	-	(42,785,049)	

Attachment: Budget to Actual 1st Qtr 2024 (10012 : Budget to Actual Report - 1st Qtr. 2023/2024)

Minute Action

AGENDA ITEM: 4

Date: November 8, 2023

Subject:

September and October 2023 Procurement Report

Recommendation:

Receive the September and October 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:

- Five new contracts were executed.
- Three contract amendments were executed.
- Three CTO's were executed.
- Two CTO amendments were executed.
- One contingency amendment was executed.
- Two purchase orders were executed.
- No purchase order amendments were executed.
- One IFB and one RFP was released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- One new purchase order was executed.

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

General Policy Committee Agenda Item

November 8, 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 months of September and October 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 is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A

September and October 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	23-1002966		Planeteria Media, LLC	Website Support Services	\$ 28,800.00	\$ -	\$ -	\$ 28,800.00	N/A
New agreement	24-1003029		The Pun Group, LLP	Measure I Transportation Development Act Audit Services	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00	N/A
New agreement	24-1003030		Brown Armstrong Accountancy Corporation	Measure I Transportation Development Act Audit Services for Victor Valley Transit Authority and Needles Transit Fund	\$ 74,000.00	\$ -	\$ -	\$ 74,000.00	N/A
New agreement	24-1003036		BCA Watson Rice, LLP	Measure I Transportation Development Act Audit Services for Basin Transit & Mountain Transit	\$ 68,960.00	\$ -	\$ -	\$ 68,960.00	N/A
New agreement	24-1003063		Theodora Oringher, P.C.	On-Call Legal Services related to SBCTA Procurement Issues	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	N/A
Contract Amendment	23-1002381	1	Best, Best & Krieger, LLP	To update Exhibit B, Billing Rate Schedule to include a table of updated approved rates for the Property Assessed Clean Energy Program	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	21-1002472	1	Carl Warren & Company, LLC	To exercise the first of two option years to extend the contract term to December 31, 2024 for Third Party Administrator and Incident Management Services	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	21-1002658	1	CPM Partners, Inc.	To exercise the first one-year option extending the expiration term to June 30, 2025 and to replace billing rate Exhibit B with revised fee schedule for Construction Management Services for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project	\$ 1,041,815.21	\$ -	\$ -	\$ 1,041,815.21	N/A
CTO	20-1002378	CTO No. 10	Conrad, LLP	Audit of Jurisdictions on Measure I Pass-Through and Transportation Development Funds	\$ 115,000.00	\$ -	\$ -	\$ 115,000.00	\$600,000.00 (available \$327,523.75)
CTO	20-1002320	CTO No. 11	Crowe, LLP	Audit of Jurisdictions on Measure I Pass-Through and Transportation Development Funds	\$ 327,523.00	\$ -	\$ -	\$ 327,523.00	\$600,000.00 (available \$327,523.75)
CTO	19-1002186	CTO No. 23	Fehr & Peers	On-Call Inland Empire Regional Greenhouse Gas Reduction Plan	\$ 919,901.00	\$ -	\$ -	\$ 919,901.00	\$6,460,390.00 (available \$21,926.43)
CTO Amendment	19-1002009	CTO No. 3.3	Paragon Partners Consultants, Inc.	To increase not-to-exceed amount to ensure ongoing services for the West Valley Connector Project Segment 3 Right-of-Way Services	\$ 1,080,067.55	\$ 1,025,395.00	\$ 1,356,506.00	\$ 3,461,968.55	\$7,500,000.00 (available \$818,826.53)

*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

September and October 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*
CTO Amendment	20-1002378	CTO No. 10.1	Conrad, LLP	To include the full not-to-exceed amount and update the Scope of Work for Audit of Jurisdictions on Measure I Pass-Through and Transportation Development Funds	\$ 115,000.00	\$ -	\$ 277,000.00	\$ 392,000.00	\$1,800,000.00 (available \$1,166,323.75)

*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
September and October 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
20-1002266 1E	Final Design Services for the I-15 EL Contract 1 PS&E	Michael Baker International	\$ 21,319,091.00	\$ 1,503,227.18	\$ 893,628.93	\$ 193,044.47	\$ 23,908,991.58

Attachment A

September and October 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
New PO	4002408	9/22/23	Envoy, Inc.	Envoy Renewal	\$ 7,476.60	\$ -	\$ -	\$ 7,476.60
New PO	4002416	10/18/23	Faust Media Services, LLC	FSP Brochures	\$ 10,029.37	\$ -	\$ -	\$ 10,029.37

Attachment B
September and October 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
09/06/2023	IFB 23-1002922	\$ 6,880,000.00	11/01/2023	Arrow Maintenance Facility Hydrogen Fuel Upgrade: AMF Retrofit
10/12/2023	RFP 24-1003033	\$ 200,000.00	02/01/2024	SBCTA/SBCOG Equity Framework

Attachment C

September and October 2023 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
SB Depot 49020	IE Alarm Systems	Add additional panic alarm and strobes inside unit 110, 140 and 2nd floor. The new system added must be tied into the existing system and should be maintained and monitored accordingly. All battery replacement costs are included under the regular maintenance contract.	\$7,506.00

Minute Action

AGENDA ITEM: 5

Date: *November 8, 2023*

Subject:

2024 General Policy Committee Meeting Schedule

Recommendation:

Approve the 2024 General Policy Committee meeting schedule.

Background:

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

A proposed 2024 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed meeting schedule does conform to the second Wednesday of each month, the week following the SBCTA Board of Directors meeting.

The proposed 2024 GPC meeting dates are as follows:

January 10, 2024
 February 14, 2024
 March 13, 2024
 April 10, 2024
 May 8, 2024
 June 12, 2024
 July 10, 2024 (**DARK**)
 August 14, 2024
 September 11, 2024
 October 9, 2024
 November 13, 2024
 December 11, 2024

Financial Impact:

Approval of the regular meeting schedule has no impact upon the SBCTA Budget.

Reviewed By:

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

Responsible Staff:

Ashley Iazard, Deputy Clerk of the Board

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

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Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

SBCTA / SBCOG 2024 Master Calendar

~ January 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 New Year's Holiday	2 New Year's Holiday (Observed)	3 Board	4 City/County Manager's TAC SCAG Regional Council	5	6
7 Orthodox Christmas	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14 Orthodox New Year	15 Martin Luther King Day Holiday	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20
21	22	23	24 League of CA Cities New Mayors & Council Members Academy	25 League of CA Cities New Mayors & Council Members Academy	26 League of CA Cities New Mayors & Council Members Academy	27
28	29	30	31			

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

Transit Committee starts at 9:00 a.m.
Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ February 2024 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 rd Thursday of the month				1 SCAG Regional Council	2	3
4	5	6	7 Board	8	9	10 NACo Legislative Conference
11 NACo Legislative Conference	12 NACo Legislative Conference	13 NACo Legislative Conference	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19 Presidents' Day Holiday	20	21 LAFCO Hearing	22	23	24
25	26	27	28	29		

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ March 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 City/County Manager's TAC SCAG Regional Council	8	9
10 Daylight Savings Time Begins Ramadan	11 Ramadan	12 Ramadan	13 General Policy Committee Legislative Policy Committee Ramadan	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Ramadan	15 Mt/Desert Policy Committee Ramadan	16 Ramadan
17 Ramadan	18 Ramadan	19 Ramadan	20 LAFCO Hearing Ramadan	21 Ramadan	22 Ramadan	23 Ramadan
24 Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan	29 Good Friday Ramadan	30 Ramadan
31 Easter Cesar Chavez Day Ramadan						

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

Transit Committee starts at 9:00 a.m.
Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ April 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Ramadan	2 Ramadan	3 Board Ramadan	4 SCAG Regional Council Ramadan	5 Ramadan	6 Laylat al-Qadr Ramadan
7 Ramadan	8 Ramadan	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14	15	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20
21	22 Passover	23 Passover	24 Passover	25 Passover	26 Passover	27 Passover
28 Passover	29 Passover	30 Passover				

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ May 2024 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *City/County Manager's TAC cancelled due to conflict with SCAG General Assembly **Mountain/Desert Policy Committee will be cancelled or held at City/County Conference location if needed			1 Board	2 *City/County Manager's TAC (CANCELLED) SCAG Regional Council SCAG General Assembly	3 SCAG General Assembly	4
5	6	7	8 General Policy Committee Legislative Policy Committee	9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	10	11
12	13	14	15 LAFCO Hearing	16 City/County Conference	17 **Mt/Desert Policy Committee City/County Conference	18
19	20	21	22	23	24	25
26	27 Memorial Day Holiday	28	29	30	31	

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ June 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *The Mountain/Desert Policy Committee will be held on the 2 nd Friday due to conflict with the US Conference of Mayors						1
2	3	4	5 Board	6 SCAG Regional Council	7	8
9	10	11 Shavuot (begins sunset)	12 General Policy Committee Legislative Policy Committee Shavuot	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Shavuot (ends nightfall)	14 *Mt/Desert Policy Committee	15
16 Eid al-Adha	17 Eid al-Adha	18	19 LAFCO Hearing Juneteenth Holiday	20 US Conference of Mayors	21 US Conference of Mayors	22 US Conference of Mayors
23 US Conference of Mayors	24	25	26	27	28	29
30						

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ July 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 *City/County Manager's TAC (DARK) SCAG Regional Council Independence Day Holiday	5	6 Muharram
7	8	9	10 *General Policy Committee (DARK) *Legislative Policy Committee (DARK)	11 *Transit Committee (DARK) *Metro Valley Study Session (DARK) *I-10/I-15 Joint Sub-Committee (DARK)	12 NACo Annual Meeting	13 NACo Annual Meeting
14 NACo Annual Meeting	15 NACo Annual Meeting	16	17 LAFCO Hearing	18	19 *Mt/Desert Policy Committee (DARK)	20
21	22	23	24	25	26	27
28	29	30	31	NOTES: *No policy committee meetings		

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ August 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No Board Meeting **This date falls on the 3 rd Thursday of the month				1 SCAG Regional Council (dark)	2	3
4	5	6	7 *Board (DARK)	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 **Transit Committee **Metro Valley Study Session **I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21 LAFCO Hearing	22	23	24
25	26 Janmashtami	27	28	29	30	31

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ September 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day Holiday	3	4 Board	5 City/County Manager's TAC SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13 *Mt/Desert Policy Committee	14
15	16 Prophet Muhammad's Birthday	17	18 LAFCO Hearing	19	20 Mobility 21 Summit	21
22	23	24	25	26	27	28
29	30	NOTES: *The Mountain/Desert Policy Committee will be held on the 2 nd Friday due to conflict with the Mobility 21 Summit				

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ October 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *The Mountain/Desert Policy Committee will be held on the 2 nd Friday due to conflict with the League of CA Cities Annual Conference		1	2 Board	3 SCAG Regional Council Navratri Rosh Hashanah (begins sunset)	4 Rosh Hashanah	5
6	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11 *Mt/Desert Policy Committee Yom Kippur	12 Yom Kippur
13	14 Columbus Day Holiday	15	16 LAFCO Hearing League of CA Cities Annual Conference Sukkot	17 League of CA Cities Annual Conference Sukkot	18 League of CA Cities Annual Conference Sukkot	19 Sukkot
20 Sukkot	21 Sukkot	22 Sukkot	23 Shemini Atzeret Sukkot	24 Shemini Atzeret Simchat Torah	25 Simchat Torah	26
27	28	29	30	31 Halloween		

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ November 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Diwali	2
3 Daylight Savings Time Ends	4	5	6 Board	7 City/County Manager's TAC SCAG Regional Council	8	9
10	11 Veteran's Day Holiday	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	15 Mt/Desert Policy Committee	16
17	18 CSAC Annual Meeting	19 CSAC Annual Meeting	20 LAFCO Hearing CSAC Annual Meeting	21 CSAC Annual Meeting	22 CSAC Annual Meeting	23
24	25	26	27	28 Thanksgiving Day Holiday	29 Thanksgiving Day After	30

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

Transit Committee starts at 9:00 a.m.
Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2024 Master Calendar

~ December 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13 *Mt/Desert Policy Committee	14
15	16	17	18 LAFCO Hearing	19	20	21
22	23	24 Christmas Eve Holiday Hanukkah	25 Christmas Day Holiday Hanukkah	26 Hanukkah Kwanzaa	27 Hanukka Kwanzaa h	28 Hanukkah Kwanzaa
29 Hanukkah Kwanzaa	30 Hanukkah Kwanzaa	31 New Years Eve Holiday Hanukkah Kwanzaa	NOTES: *The Mountain/Desert Policy Committee will be held on the 2 nd Friday due to Holidays			

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

Transit Committee starts at 9:00 a.m.
 Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

Minute Action

AGENDA ITEM: 6

Date: November 8, 2023

Subject:

Amendment No. 1 to Contract No. 24-1003036 with BCA Watson Rice - Western Region, LLP

Recommendation:

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

A. Approve Amendment No. 1 to Contract No. 24-1003036, Measure I and Transportation Development Act Audit Services, to increase the contract amount by \$16,445 for a new not-to-exceed amount of \$85,405 to provide State Controller Report and Single audit services.

B. Approve an increase in budget for Fiscal Year 2023/2024 for task 0400 – Financial Management of \$600,000 to be funded by carry over fund balance to account for the higher cost of the Measure I and Transportation Development Act auditing services.

Background:

On September 21, 2023, San Bernardino County Transportation Authority executed Contract No. 24-1003036 with BCA Watson Rice—Western Regional, LLP to perform Measure I and Transportation Development Act Audit Services for Mountain Area Regional Transit and Basin Transit. The original estimate did not include an estimate for the Single Audit report for Mountain Area Regional Transit and the State Controller report for both agencies.

This item is to request approval for Amendment No. 1 to Agreement No. 24-1003036 with BCA Watson Rice - Western Region, LLP to provide the additional services of the Single Audit and State Controller reports for Basin Transit and Mountain Area Regional Transit for Fiscal Year 2022/2023.

Financial Impact:

This item is not consistent with the Fiscal Year 2023/2024 Budget. Recommendation B is requesting a budget adjustment to account for the additional cost for audit services.

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Contract No:	<u>24-1003036</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03934</u>	Vendor Name:	<u>BCA Watson Rice, LLP</u>
Description:	<u>Audit Services for Basin Transit and Mountain Transit</u>		
List Any Related Contract Nos.:	<u>24-1003030</u>		

Dollar Amount							
Original Contract		\$	68,960.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	16,445.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	85,405.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	85,405.00

Board of Directors	Date:	12/06/2023	Committee	Item #
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Other Contracts	Sole Source?	No	No Budget Adjustment
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Local	Professional Services (Non-A&E)	N/A
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[illegible]

Hilda Flores

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 1 TO CONTRACT NO. 24-1003036**FOR****MEASURE I TRANSPORTATION DEVELOPMENT ACT AUDIT SERVICES****(BCA WATSON RICE – WESTERN REGION, LLP)**

This AMENDMENT No. 1 to Contract No. 24-1003036 (“Amendment”) is made by and between BCA Watson Rice – Western Region, LLP (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and CONSULTANT are each a “Party” and collectively “Parties” herein.

RECITALS:

- A. SBCTA, under Contract No. 24-1003036, engaged CONSULTANT to provide Measure I and Transportation Development Act audit services (“Contract”); and
- B. The Parties desire to increase contract amount by \$16,445 to allow for the completion of the State Controllers Report (due prior to January 31st) for both Morongo Basin Transit Authority and Mountain Area Regional Transit Authority, and the Independent Auditor's Single Audit Report for Mountain Area Regional Transit Authority.

NOW THEREFORE, the Parties mutually agree to amend Contract No. 24-1003036 as follows:

1. Article 3.2, "COMPENSATION," is deleted in its entirety and replaced with the following:

 “The total Contract Not-To-Exceed Amount is Eighty-Five Thousand, Four Hundred Five Dollars (\$85,405). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed pursuant to Exhibit B “Price List for Time and Materials”. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT’s direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.”
2. Except as amended by this Amendment No. 1, all other provisions of Contract No. 24-1003036, shall remain in full force and effect.
3. The Recitals set forth above are incorporated herein by this reference.
4. This Amendment No. 1 shall be effective upon execution by both Parties.

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

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

**BCA WATSON RICE - WESTERN
REGION, LLP**

By: _____
Michael de Castro
Managing Partner

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Dawn M. Rowe
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Key Personnel

[illegible]

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Grand Total
\$91,570

Proposer

Signature of Authorized Person

Date _____

Minute Action

AGENDA ITEM: 7

Date: November 8, 2023

Subject:

Revisions to Policy No. 20000 - Financial Policies

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

Revise Policy No. 20000, Financial Policies, Section VI, Budget Amendment Policy, to allow substitution of Funds for prior year expenditures where the Funds are included in the adopted budget without Board action.

Background:

Policy No. 20000, Financial Policies, sets the framework for the fiscal management of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments (SBCOG) Policy No. 20000 provides guidance on how to operate with fiscal responsibility independent of changing circumstances and conditions. It states the importance of fiscal management and delineates management's responsibility to establish internal controls to safeguard SBCTA's and SBCOG's assets.

Staff recommends revising Policy No. 20000 to update Section VI, Budget Amendment Policy, to allow staff to substitute one Fund for another Fund for prior year expenditures within the same subtask where both Funds and Programs are included in the adopted budget. This amendment shall require the approval of the Task Manager and Chief Financial Officer. SBCTA uses "operating transfers", which is an accounting treatment per Generally Accepted Accounting Principles, to record corrections to fund sources for prior year expenditures. Some examples of cases where operating transfers may be advantageous or necessary are when grant funds are received that must be used for prior year expenditures to be able to maximize the use of the funds or when projects are complete and adjustments to prior year expenditures are necessary to achieve required funding ratios. This modification to the policy, which should have been incorporated in the previous revision to the policy, will allow these operating transfers to be processed as an administrative budget amendment as long as both Funds involved are included in the adopted budget.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief Financial Officer

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

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Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

San Bernardino County Transportation Authority	Policy No.	20000
Adopted by the Board of Directors August 7, 1991	Revised	012/064/23
Financial Policies	Revision No.	89

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

Table of Contents

[Purpose](#) | [References](#) | [Definitions](#) | [Policy](#) | [Operating Budget Policies](#) | [Budget Amendment Policy](#) | [Revenue Policies](#) | [Cash Management Policies](#) | [Debt Policies](#) | [Investment Policies](#) | [Auditing Policies](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to set the basic framework for the overall fiscal management of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments doing business as San Bernardino Council of Governments (SBCOG).

II. References

[Procedure 20000-10](#) Capital Asset Procedure

2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[Investment Policy](#), Policy No. 20100

[Debt Management Policy](#), Policy No. 20300- SBCTA

[Debt Management Policy](#), Policy No. 20400-SBCOG

III. DEFINITIONS

Encumbrance is a commitment for goods and services that reduces the budget available for the fiscal year.

Budget is a plan of financial operation of proposed expenditure for a given period, such as fiscal year, and the proposed means of financing the expenditure. The means of funding is from reserves, new revenue expected for the period covered, or issuance of short-term debt such as commercial paper or loans, or long-term debt such as sales tax revenue bonds.

Expense or Revenue Map is a document ~~used for~~ ~~issued within~~ the annual budget that shows the complete strings for expenditure and revenue. The string format is as follows:

Expense string format: XXXX.XX.XXXX.XXXX.XXXXXX.XXXXXXXXXX = Fund.Program.Task.Sub-Task.Object Code.Revenue Code

Revenue string format: XXXX.XX.XXXX.XXXX.XXXXXXXXXX = Fund.Program.Task.Sub-Task.Revenue Code

Fund is the first segment of an expenditure or revenue string that represents a specific fund received that is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Program is the second segment of expenditure or revenue string that identifies organizational units directed to attaining specific purposes or objectives.

Task Manager is the person responsible for developing the detailed line item budget for the various tasks that are included in the Budget.

IV. POLICY

Operating independently of changing circumstances and conditions, the following financial policies shall assist in the decision-making process and fiscal management of SBCTA and SBCOG.

V. OPERATING BUDGET POLICIES

Annually, the Boards of Directors of SBCTA and SBCOG adopt a fiscal year budget that includes SBCOG as a separate program of the SBCTA budget. The following principles shall apply to the SBCTA and SBCOG operating budget:

- A. SBCTA and SBCOG shall utilize a decentralized operating budget process, whereby all task managers participate.
- B. The budget shall be balanced with total anticipated revenues plus beginning undesignated/unreserved fund balances and funds available from proceeds of long or short-term debt.
- C. Encumbrance accounting shall be available to commit goods and services purchased with a purchase order as an element of control in the formal budgetary integration process.
- D. Costs of administration for Measure I will be budgeted at whatever is reasonable and necessary, but no more than one percent of Measure I transactions and use tax revenues will be used for salary and benefit expenditures for administration, as prescribed in the Measure I Strategic Plan.
- E. Contracts will be budgeted by fiscal year for multi-year projects based on best estimates with the understanding that to the extent actual expenditures vary from estimates, and the project is ongoing, adjustments will be made during the year.

VI. BUDGET AMENDMENT POLICY

A Board-approved budget amendment shall be necessary except in the following circumstances:

1. Transfers from one task, subtask, object code, or revenue code to another task, subtask, object code, or revenue code within the same Fund and Program. This amendment shall require the approval of the Task Manager.
- ~~4.2. Substitution of one Fund for another Fund for prior year expenditures within the same subtask where both Funds and Programs are included in the adopted budget. -fund operating transfers program 90).~~ This amendment shall require the approval of the Task Manager and Chief Financial Officer.
- ~~2.3.~~ Reallocation of budgeted salary and benefits costs, and associated revenues, from one Fund or Program to another Fund or Program when both Funds and Programs are included in the adopted budget. This amendment shall require the approval of the Chief Financial Officer.
- ~~3.4.~~ Substitution of one Fund for another Fund where both Funds are included in the adopted budget within the same Program, not to exceed \$1 million. This amendment shall require the approval of the Executive Director or their designee.

VII. REVENUE POLICIES

The following principles shall apply to sources of revenue:

- A. Aggressively seek additional federal, state, and local funding/grants.
- B. Review and monitor changes in Measure I Sales Tax receipts.
- C. Monitor sales tax projections to ensure use of current and relevant data and adjust amounts annually to reflect the most current economic trends.

VIII. CASH MANAGEMENT POLICIES

- A. All funds received shall be deposited in a timely manner at least once per week.
- B. Measure I funds shall be electronically transferred to SBCTA's accounts to reduce any delays in depositing the funds. When possible, additional sources of revenue shall also be electronically transferred.
- C. Revenues shall be collected in accordance with contractual requirements. For federal reimbursable agreements, reimbursement requests shall be submitted to granting agency only after expenditures have been both obligated and liquidated. For federal agreements under which cash is advanced prior to expenditures being incurred, the advance funds must comply with federal guidelines established in 2 C.F.R. Part 200, including, but not limited to, 2 C.F.R. 200.305.
- D. Cash disbursements to local jurisdictions and vendors/consultants will be done in an expeditious and timely manner.
- E. Idle funds shall be invested in accordance with the [Investment Policy, Policy No. 20100](#) emphasizing, in order of priority, safety, liquidity, diversification, and a reasonable market rate of return.
- F. Wire transfers are infrequent, but when processing wires the initiator and approver must not be performed by the same person. Confirmation receipt must be obtained within minutes of processing wire. Wire information must be sent via secured method; such as encrypted e-mail or drop box.

IX. DEBT POLICIES

- A. SBCTA shall judiciously incur debt for capital improvements after careful study and analysis of revenue and expenditure projections and accumulated debt burden, in accordance with the [Debt Management Policy, Policy No. 20300](#).
- B. All incurred debt shall be in accordance with the Strategic Plan and 10-Year Delivery Plan approved by the Board of Directors.
- C. SBCTA shall meet all disclosure requirements in accordance with Generally Accepted Accounting Principles (GAAP).
- D. SBCTA will maintain, at a minimum, a 2.0 debt coverage ratio on all senior lien debt.
- E. SBCOG will only issue debt in accordance with the Debt Management [Policy No. 20400](#).

X. CAPITAL OUTLAY

- A. SBCTA's capital assets, which include land, buildings, building improvements, call box network, communications, computer network, electric vehicle charging stations, equipment, furniture, vehicles, infrastructure, rail stations, rail tracks, and train cars are recorded at historical cost or estimated historical cost when purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.
 - 1. Depreciation will be recorded based on life of assets, as provided in [Procedure 20000-10](#).
 - 2. Inventory of capital assets and inventoriable items will be conducted biennially.
- B. Costs for construction or improvements on SBCTA-owned assets will be capitalized as construction in progress (CIP). CIP will be capitalized upon completion of the construction or improvements. CIP additions, deletions, and transfers to land, building, building improvements, and other capital assets categories will be reviewed annually.
- C. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

XI. INVESTMENT POLICIES

- A. SBCTA shall instruct financial institutions to make investments in accordance with the original indenture and investment policy. ([Investment Policy, Policy No 20100](#))

- B. SBCTA shall engage the services of an investment advisor who shall provide on-going advice on portfolio performances, current investment strategies, cash management and cash flow projections.
- C. SBCTA shall provide a monthly and quarterly investment status report to the Board of Directors.
- D. SBCTA shall perform the above functions on behalf of SBCOG.

XII. AUDITING POLICIES

Laws applicable to SBCTA and bylaws applicable to SBCOG direct that an independent audit, by a recognized Certified Public Accountant (CPA) firm, be conducted annually. In addition, the following principles shall apply:

- A. SBCTA shall produce annual financial statements in accordance with GAAP as outlined by the Governmental Accounting Standards Board.
- B. The financial statements are the responsibility of SBCTA's Chief Financial Officer.
- C. Completeness and reliability of the information contained in the financial statements is based upon a comprehensive framework of internal controls that is established for this purpose.
- D. SBCTA shall establish internal controls to provide reasonable, rather than absolute, assurances that: the financial statements are free of any material misstatements; operations are effective and efficient; and the agency has maintained compliance with applicable laws and regulations.
- E. An annual internal control assessment will be conducted to analyze the controls throughout the organization and determine if changes are required. The Executive Director or designee shall review and approve the assessment, recommendations, and final corrective action plan, if any.
- F. The costs of internal controls should not exceed the anticipated benefits.

XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	08/07/91
1	Modified Section 20000.5.1 – adopted April 1, 1998)	04/01/98
2	Revised Par. X: AUDITING POLICIES to clarify the SANBAG internal control standards	08/06/08
3	Revised Section VIII (A), See Debt Management Policy, Policy No. 20300 (Agenda Item 5, 9/3/14)	09/03/14
4	Revised to reflect name change from SANBAG to SBCTA and SBCOG, include reference to Debt Management Policy, Policy No. 20400, incorporate Cash Management language to meet federal requirements, and add the Capital Outlay section.	06/07/17
5	Revised to incorporate reference to Procedure 20000-10 Capital Assets, update Section X Capital Outlay, and indicate that an annual internal control assessment will take place to analyze internal controls.	06/06/18
6	Revised Sections V and VI to modify wording for clarification and Section X to reflect inventory will be performed biennially. (Agenda Item 5, 12/4/19)	12/04/19
7	Revised Section VII to include delegation of authority to Executive Director or Designee to approve SBCTA grant/revenue contracts and amendments that do not increase additional cost that is not budgeted. SBCOG revenue agreements to be approved by SBCOG Board. Updates to Section VI to match with budget document.	11/03/21
8	Updated Section III definitions and section V to reflect current practices, revised Section VII to remove delegation of authority to Executive Director or Designee to approve grant/revenue agreements, and clarify when budget adjustments are allowed under the Executive Director, Chief Financial Officer, or Task Manager and minor change to the donated capital assets to be in conformance with GAAP. Approved by the Board on January 4, 2023. Agenda Item 3.	01/04/23
9	Update Section Vi Budget Amendment Policy to allow budget adjustments between operating transfers program and budgeted fund due to reclassifying expenditures incurred in prior years.	12/6/23

San Bernardino County Transportation Authority	Policy No.	20000
Adopted by the Board of Directors August 7, 1991	Revised	12/06/23
Financial Policies	Revision No.	9

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I. PURPOSE

The purpose of this policy is to set the basic framework for the overall fiscal management of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments doing business as San Bernardino Council of Governments (SBCOG).

II. References

[Procedure 20000-10](#) Capital Asset Procedure

2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[Investment Policy](#), Policy No. 20100

[Debt Management Policy](#), Policy No. 20300- SBCTA

[Debt Management Policy](#), Policy No. 20400-SBCOG

III. DEFINITIONS

Encumbrance is a commitment for goods and services that reduces the budget available for the fiscal year.

Budget is a plan of financial operation of proposed expenditure for a given period, such as fiscal year, and the proposed means of financing the expenditure. The means of funding is from reserves, new revenue expected for the period covered, or issuance of short-term debt such as commercial paper or loans, or long-term debt such as sales tax revenue bonds.

Expense or Revenue Map is a document used for the annual budget that shows the complete strings for expenditure and revenue. The string format is as follows:

Expense string format: XXXX.XX.XXXX.XXXX.XXXXXX.XXXXXXXXXX = Fund.Program.Task.Sub-Task.Object Code.Revenue Code

Revenue string format: XXXX.XX.XXXX.XXXX.XXXXXXXXXX = Fund.Program.Task.Sub-Task.Revenue Code

Fund is the first segment of an expenditure or revenue string that represents a specific fund received that is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Program is the second segment of expenditure or revenue string that identifies organizational units directed to attaining specific purposes or objectives.

Task Manager is the person responsible for developing the detailed line item budget for the various tasks that are included in the Budget.

IV. POLICY

Operating independently of changing circumstances and conditions, the following financial policies shall assist in the decision-making process and fiscal management of SBCTA and SBCOG.

V. OPERATING BUDGET POLICIES

Annually, the Boards of Directors of SBCTA and SBCOG adopt a fiscal year budget that includes SBCOG as a separate program of the SBCTA budget. The following principles shall apply to the SBCTA and SBCOG operating budget:

- A. SBCTA and SBCOG shall utilize a decentralized operating budget process, whereby all task managers participate.
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9	Update Section Vi Budget Amendment Policy to allow budget adjustments between operating transfers program and budgeted fund due to reclassifying expenditures incurred in prior years.	12/6/23

Minute Action

AGENDA ITEM: 8

Date: November 8, 2023

Subject:

Revisions to Policy No. 10006 - Authority to Act Upon Certain Claims

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

Approve modifications to Risk Management Policy No. 10006, Authority to Act Upon Certain Claims, to remove references to the Special Projects and Strategic Initiatives Department and Director.

Background:

Staff is recommending modifications to the Risk Management Policy No. 10006, Authority to Act Upon Certain Claims, which was adopted in June 2009 and last modified by the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SBCOG) Board of Directors on March 4, 2020. The modifications consist of removing references to the Special Projects and Strategic Initiatives Department and Director.

This change is necessary to reflect the elimination of the Special Projects and Strategic Initiatives Department and will make the policy align with the current organizational structure.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Steven Keller, Risk Manager

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

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

San Bernardino County Transportation Authority and San Bernardino Associated Governments	Policy	10006
Adopted by the Board of Directors June 3, 2009	Revised	10/06/21 12/6/23
Authority to Act Upon Certain Claims	Revision No.	<u>32</u>

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I. PURPOSE

The purpose of this policy is to authorize the Risk Manager, ~~Director of Special Projects and Strategic Initiatives~~, and Executive Director to act upon certain claims presented to San Bernardino County Transportation Authority (SBCTA) and/or San Bernardino Associated Governments (SANBAG or SBCOG) pursuant to the Government Claims Act (Government Code sections 900 et seq.) and to authorize the Risk Manager, ~~Director of Special Projects and Strategic Initiatives~~, and Executive Director to approve settlement agreements related to subrogation claims, whether made by SBCTA/SANBAG or against SBCTA/SANBAG.

II. DEFINITIONS

Subrogation - the process that allows a party to collect money from a responsible party or their insurer for expenses paid after a loss.

III. POLICY

All claims presented to SBCTA and/or SANBAG pursuant to the Government Claims Act and subrogation claims/settlements shall be handled according to this Policy, unless otherwise authorized by the Board.

IV. DELEGATION OF AUTHORITY

A. SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

1. ~~Risk Manager and Director of Special Projects and Strategic Initiatives~~. The Risk Manager ~~and the Director of Special Projects and Strategic Initiatives~~ is/are authorized to:
 - a. Reject claims.
 - b. Accept, compromise and/or settle any claim not exceeding \$10,000.
 - c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised and/or settled.
 - d. Accept, compromise and/or settle subrogation claims up to \$10,000.
2. Executive Director. The Executive Director is authorized to:
 - a. Reject claims.

- b. Accept, compromise and/or settle any claim not exceeding the agency's Self-Insured Retention or \$50,000, whichever is less.
- c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised, and/or settled.
- d. Accept, compromise and/or settle subrogation claims not exceeding \$50,000.

B. SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG or ~~SBCOG~~)

Executive Director. The Executive Director is authorized to:

- a. Reject claims.
- b. Accept, compromise and/or settle any claim not exceeding the agency's Self-Insured Retention or \$50,000, whichever is less.
- c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised, and/or settled.
- d. Accept, compromise and/or settle subrogation claims not exceeding \$50,000.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	06/03/09
1	Updated agency name to SBCTA. Authorized the Risk Manager, -Director of Special Projects and Strategic Initiatives and the Executive Director to reject claims, and added dollar value limits for accepting, compromising, and settling claims. (Agenda Item 6)	03/04/20
2	Grant authority to Risk Manager, Director of Special Projects and Strategic Initiatives and the Executive Director to accept or settle subrogation claims. Approved by the BOD 10/6/21. Agenda Item 3.	10/06/21
<u>3</u>	<u>Removed Director of Special Projects and Strategic Initiatives</u> Initiatives from the policy.	<u>12/06/23</u>

San Bernardino County Transportation Authority and San Bernardino Associated Governments	Policy	10006
Adopted by the Board of Directors June 3, 2009	Revised	12/6/23
Authority to Act Upon Certain Claims	Revision No.	3

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The purpose of this policy is to authorize the Risk Manager and Executive Director to act upon certain claims presented to San Bernardino County Transportation Authority (SBCTA) and/or San Bernardino Associated Governments (SANBAG or SBCOG) pursuant to the Government Claims Act (Government Code sections 900 et seq.) and to authorize the Risk Manager and Executive Director to approve settlement agreements related to subrogation claims, whether made by SBCTA/SANBAG or against SBCTA/SANBAG.

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 - b. Accept, compromise and/or settle any claim not exceeding \$10,000.
 - c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised and/or settled.
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 - a. Reject claims.
 - b. Accept, compromise and/or settle any claim not exceeding the agency's Self-Insured Retention or \$50,000, whichever is less.

- c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised, and/or settled.
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Executive Director. The Executive Director is authorized to:

- a. Reject claims.
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1	Updated agency name to SBCTA. Authorized the Risk Manager, Director of Special Projects and Strategic Initiatives and the Executive Director to reject claims, and added dollar value limits for accepting, compromising, and settling claims. (Agenda Item 6)	03/04/20
2	Grant authority to Risk Manager, Director of Special Projects and Strategic Initiatives and the Executive Director to accept or settle subrogation claims. Approved by the BOD 10/6/21. Agenda Item 3.	10/06/21
3	Removed Director of Special Projects and Strategic Initiatives from the policy.	12/06/23

Minute Action

AGENDA ITEM: 9

Date: November 8, 2023

Subject:

Award Contract No. 23-1002957 with Alliant Insurance Services, Inc.

Recommendation:

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

Approve the award of Contract No. 23-1002957 to Alliant Insurance Services for Risk Management and Broker Services for a five-year period ending February 28, 2029, in the amount of \$210,000.00, with two one-year options to extend, for a total not-to-exceed amount of \$296,500.00.

Background:

San Bernardino County Transportation Authority (SBCTA) sought out a Risk Management and Broker Services firm under Request for Proposal (RFP) No. 23-1002957 in order to assist in risk transfer, controlling costs, analyzing the factors that are driving the cost of risk, developing and presenting cost-effective strategies for dealing with risk, providing creative solutions, fully exploring alternatives to traditional insurance products before recommending the purchase of insurance, and providing a clear and concise explanation of what SBCTA is buying, what it costs, and why.

The firm shall represent SBCTA's interests in the marketplace when the purchase of insurance is necessary, function as SBCTA's broker/consultant, and negotiate with the insurance underwriters, on policy language, terms, conditions and pricing on SBCTA's behalf. The consultant will provide risk management controls, arrange for an insurance replacement value property appraisal every three years, assist the risk manager with review of contract insurance language on large contracts, ensure insurance compliance, and claims reporting when needed.

RFP No. 23-1002957 was released on July 31, 2023, and was sent electronically to approximately 23 consultants registered with SBCTA's PlanetBids website, as well as 300 vendors outside of SBCTA's PlanetBids vendors list. Twelve firms downloaded the RFP. The solicitation was issued in accordance with Procurement Policy 11000.

A Pre-Proposal meeting was held on August 7, 2023, and was attended by two firms.

On September 9, 2023, SBCTA received two proposals by the proposal due date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and both firms were found to be in compliance with RFP specifications and requirements. The two firms were (in alphabetical order): Alliant Insurance Services and Willis Towers Watson (WTW). The following is a summary of the events that transpired in the evaluation and selection process.

Summary of Evaluation Process:

On September 12, 2023, copies of the proposals and references were disseminated to all evaluation committee members with a copy of the Evaluation instructions, Score Sheets, and the

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

November 8, 2023

Page 2

Declaration of Impartiality and Confidentiality form. The Evaluation Committee was comprised of SBCTA staff.

Evaluators concluded their individual reviews, scored the proposals, and convened on September 21, 2023, to discuss each proposal according to the evaluation criteria, and the proposals' strengths and weaknesses. The committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of the firm – 45 points; Proposed Staffing and Project Management – 25 points; Work Plan – 20 points; and Pricing – 10 points.

On September 26, 2023, interviews were conducted with both firms that submitted proposals for this procurement. Interviews were 45 minutes in length, which consisted of a 10-minute set up, staff introductions and brief presentation by each of the firms, followed by 30 minutes of questions and answers, and ending with a 5-minute closing statement. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The overall scores were allocated between technical 49% and interviews 51%.

The Committee considered both proposers qualified to perform the work specified in the RFP. The highest ranked firm, Alliant Insurance Services, Inc. (Alliant) was selected for demonstrating a clear understanding of SBCTA's current operations and presenting a unique strategy to address concerns with innovative solutions that would save the agency money and provide better liability coverage. Alliant showed their extensive knowledge of the insurance industry and shared their ability to use market resources beneficial to SBCTA. Alliant provided information and examples of their past experience in their proposal, and gave clear and direct responses to questions asked in the interview.

As a result of the highest ranking score based on the technical and interview evaluations conducted by the Evaluation Committee for this procurement, the Evaluation Committee recommends that the contract for RFP No. 23-1002957 be awarded to Alliant to provide Risk Management and Broker Services to SBCTA starting Fiscal Year 2023/2024 on February 29, 2024. Evaluation forms, System of Award Management (SAM) reports, and reference checks are located in the Contract Audit File.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Steven Keller, Risk Manager

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

Contract No:	<u>23-1002957</u>	Amendment No.:	<u></u>
Contract Class:	<u>Payable</u>	Department:	<u>Risk Management</u>
Vendor No.:	<u>03463</u>	Vendor Name:	<u>Alliant Insurance Services</u>
Description:	Risk Management and Broker Services		

Dollar Amount					
Original Contract	\$	210,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	210,000.00	Total Contingency Value	\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	210,000.00

Board of Directors	Date:	12/06/2023	Committee	Item #
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Board of Directors	Date:	12/06/2023	Committee	Item #
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Other Contracts	Sole Source?	No	N/A
Local	Services		N/A

[illegible]

Task Manager (Print Name)

Additional Notes: Board action authorizes contract value up to \$296,500 and seven years. Initial contract is five years with two one-year optional extensions. The original CSS value of \$210,000 is for the initial five year term.

CONTRACT NO. 23-1002957**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****ALLIANT INSURANCE SERVICES, INC.****FOR****RISK MANAGEMENT AND BROKER SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Alliant Insurance Services, Inc. ("CONSULTANT"), whose address is 18100 Von Karman Ave., 10th Floor, Irvine, CA 92612. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Steven Keller, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA Deputy Executive Director or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence on **February 29, 2024** and shall continue in full force and effect through **February 28, 2029**, or until otherwise terminated or extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one year option terms. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed **February 28, 2031**.

ARTICLE 3. COMPENSATION

- 3.1 The total Contract Not-To-Exceed Amount is Two Hundred Ten Thousand Dollars (**\$210,000**). The method of payment for this Contract will be based on a lump sum. The total lump sum price paid CONSULTANT will include compensation for all Work and deliverables, including any approved travel and equipment described in the Scope of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the Scope of Work. In the instance of a change in the Scope of Work, adjustment to the total lump sum compensation will be negotiated between the Parties. Adjustment in the total lump sum will not be effective until a written contract amendment has been approved and executed by SBCTA.
- 3.2 Progress payments may be made monthly in arrears based on the percentage of Work completed by CONSULTANT.
- 3.3 CONSULTANT shall not start any Work until this Contract has been approved by SBCTA and a NTP has been issued by SBCTA. No payment will be made prior to approval of any Work, or for any Work performed prior to approval of this Contract.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be

submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED.
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are

limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 11.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

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

agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Courtney Ramirez	Senior Vice President/Project Manager
Robert Lowe	Senior Vice President/Marketing Oversight
Alison Peltier	Account Manager/Support Staff
Tim Leech	Director/ Risk Control & Safety Services
Robert Frey	Senior Vice President/Claims Advocate-Property
Rachel Wrightson	Senior Vice President/Claims Advocate-Liability
Jack Chen	Vice President/Claims Advocate-Workers Comp
Kevin Habash	Senior Vice President/ Analytics Specialist

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 17.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate

correction is not possible, shall fail to commence and diligently continue action to correct such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$5,000,000 per claim
- An annual aggregate limit of not less than \$10,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the

CONSULTANT may be legally liable.

- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of five (5) years after Contract completion.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend and products and completed operations.
 - \$7,000,000 per occurrence limit for property damage or bodily injury
 - \$2,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$3,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability Insurance. Appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are

written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

- 21.2.2 Additional Insured Coverage. All policies, except those for Cyber Liability, Workers' Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's express written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exceptions of Professional Liability, Cyber Liability and Worker's Compensation,

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

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation, with the exception of Professional and Cyber Liability, against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies, except Professional Liability and Cyber Liability policies, and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim, with the exception of Professional Liability and Cyber Liability Policies.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any

provision or definition that would serve to eliminate so-called “third-party-over action” claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT’s compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. – Intentionally omitted.
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

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

ARTICLE 22. INDEMNITY

22.1 INTENTIONALLY OMITTED.

22.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees and agents ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any act or omissions of Consultant, incurred by SBCTA, except where caused by the sole negligence or willful misconduct of one or more Indemnitees. "Sole negligence" and "willful misconduct" shall have the meanings set forth in Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written

approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of the following: these Contract Articles, Exhibit A “Scope of Work”, and Exhibit B “Price Proposal”, SBCTA’s Request for Proposal and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA’s Request for Proposal; and last, CONSULTANT’s proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCTA
18100 Von Karman Ave., 10th Floor	1170 W. 3rd Street, 2nd Floor
Irvine, CA 92612	San Bernardino, CA 92410-1715
Attn: Courtney Ramirez	Attn: Steven Keller
Email:cramirez@alliant.com	Email:skeller@gosbcta.com
Phone: (949) 660-8133	Phone: (909) 884-8276
	Copy: Procurement Manager
	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

INTENTIONALLY OMITTED.

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall

take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

**ALLIANT INSURANCE SERVICES,
INC.**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Courtney Ramirez
Senior Vice President

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Ilene Anders
Chief Financial Officer

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 23-1002957- PDF (10009 : Award Contract No. 23-1002957 with Alliant Insurance Services, Inc.)

EXHIBIT “A”
“SCOPE OF WORK”

DRAFT

A. PURPOSE

The San Bernardino County Transportation Authority (SBCTA) Risk Management Department is responsible for working to eliminate or reduce all exposures to loss for SBCTA. We do this by transferring risk, pursuing recovery of our losses due to the actions of others, investigating accidents, effectively handling Workers' Compensation and Liability claims made against SBCTA, and make every effort to keep litigation to a minimum. Further, the Risk Management Department is responsible for ensuring that all real property assets are valued at insurance replacement cost appropriately. In an effort to meet our responsibilities, SBCTA is seeking Insurance Brokerage Services to assist with the operations insurance program.

SBCTA has the following insurance coverages:

- Commercial property,
- General liability, endorsed to include Professional Liability and Elected Officials - Director & Officers Liability coverage,
- Automotive liability,
- Excess liability,
- Crime,
- Cyber,
- Workers' Compensation and Employers' Liability.

B. PROPERTY AND CASUALTY BROKER SERVICES

A description of SBCTA's current insurance program is included at the end this document. Workers' Compensation is currently with Cypress Insurance Co. (A Berkshire Hathaway Homestate Company.) An insurance brokerage responding to this request should demonstrate substantial, high-level knowledge, expertise, and aptitude to perform in the following areas:

1. Evaluation of the existing SBCTA's property and casualty insurance program and suggest recommendations for additions or changes to coverage and limits of insurance.
2. Develop a complete understanding of SBCTA's operations and objectives, both short and long term and work with SBCTA to manage risks and control costs by:
 - a. Analyzing factors affecting SBCTA's cost of risk
 - b. Exploring alternative approaches to risk
 - c. Developing, recommending, negotiating, and implementing cost-effective insurance and other risk financing programs

- d. Prepare a comprehensive insurance market submission for each line of coverage, which accurately conveys SBCTA's requirements and priorities procure a real property appraisal to accurately determine insurance replacement cost for each real property asset. A property schedule is included at the end of this document.
3. Arrange and procure a real property appraisal to accurately determine insurance replacement cost for each real property asset. A property schedule is included at the end of this document.
4. Act as an insurance broker for SBCTA by negotiating on their behalf with insurance companies for:
 - a. Coverage terms
 - b. Service
 - c. Premiums
 - d. Placement of coverage with insurers
 - e. If necessary, negotiate manuscript policy language
5. Purchase such insurance coverage as specified by SBCTA, or their designee, in accordance with designated requirements and procedures. Ensure that SBCTA has no less than 30 days to pay all required premiums from receipt of premium invoices.
6. Develop an annual service plan for each line of coverage, including options of programs and products that meet the needs of SBCTA.
7. Develop and maintain exposure data. Provide feedback on issues, appropriate coverage, and limits to effectively treat those exposures.
8. Identify insurers and reinsurers (as needed) which have demonstrated a proven ability and capability to meet solvency, service, and loss control requirements.
9. Follow up with insurers for timely issuance of policies, endorsements, audits and other requirements.

C. SCOPE OF SERVICES, PERIOD OF PERFORMANCE, AND BUDGET

There are three (3) primary tasks specified in the scope of work for this project as follows:

TASK 1.0 - SCOPE OF SERVICES

The CONSULTANT will market, evaluate, negotiate, and place the operations insurance program.

- 1.1. The CONSULTANT will evaluate the current insurance programs to ensure adequate insurance protection at optimum costs. Develop specifications, underwriting information and marketing strategy for various insurance programs, including the recommended coverage, deductible and self-retention levels.

- 1.2. The services performed by the CONSULTANT shall include, but not be limited to, identifying the most qualified insurers and programs. At a minimum, the criteria for insurance placement shall be based on financial stability, ability to pay claims, the cost of insurance, and coverage.
- 1.3. Where advantageous, the CONSULTANT shall author a manuscript form to meet the specific needs of the San Bernardino County Transportation Authority (SBCTA) as opposed to trying to conform those needs to standard policy forms. The CONSULTANT shall design all insurance programs and policies to provide required coverage at optimum cost. The CONSULTANT shall obtain acceptance for the manuscript form in the market or utilize standard policies where requirements are not unique and there are benefits in doing so. As a reference, SBCTA's current Insurance Policy Coverage is attached hereunder as "Attachment 1". Please note, no employee benefit insurance is being requested for this RFP.
- 1.4. As mutually agreed, the CONSULTANT shall initiate marketing of renewal lines of coverage at least four months in advance of expiration, identifying markets of choice and anticipated results.
- 1.5. The CONSULTANT shall also negotiate with underwriters and intermediaries to obtain the most favorable insurance placement terms and conditions at the most economical price and present recommendations to Risk Management, Executive Staff, and to the SBCTA Board of Directors (Board). For each recommendation, the benefits and disadvantages shall be clearly identified.
- 1.6. For existing coverages as part of this base contract, the CONSULTANT will be paid on a firm fixed price and all insurance will be marketed and placed on a net of commission basis. Any other remuneration received by the selected broker indirectly as a result of any SBCTA placement must be fully disclosed. If an owned or affiliated broker is used for part or the entire placement, the CONSULTANT shall disclose income received and be prepared to verify incomes earned.
- 1.7. If appropriate, recommend self-insurance, and develop detailed implementation process.
- 1.8. Assist SBCTA's Risk Manager and/or designee in implementing the self-insurance programs, including any claims processing and subrogation assistance as necessary.

TASK 2.0 - PERIOD OF PERFORMANCE

The CONSULTANT will market, evaluate, negotiate, and place the operations insurance program.

On-going account and support services

The CONSULTANT shall serve as a strong advocate of SBCTA in all of its dealings with insurers in the placement and administration of insurance programs. SBCTA will rely upon the CONSULTANT to advise on various matters, such as exposure reduction, changes in laws or regulations, fluctuations in markets, and the cost of risk. The CONSULTANT shall provide to the Risk Manager a written recap of strategies discussed with the risk management staff following any renewal strategy meetings, to be used as supporting documentation in staff reports submitted to the Board. The CONSULTANT shall have sufficient resources to address the following requirements:

- 2.1 Attend all Board and General Policy Committee meetings if requested by SBCTA, Risk Manager, when any insurance items/awards are on the agenda.
- 2.2 Provide information to assist SBCTA in benchmarking its programs compared to other public transit properties.
- 2.3 Designate and name, in writing, a service team which will be available at any time upon reasonable notice on any and all matters relating to the enumerated tasks. Any replacement of the team leader would be subject to SBCTA review and approval. The CONSULTANT should notify SBCTA promptly of any service account team member changes.
- 2.4 Arrange and schedule an annual Loss Control inspection of facilities and equipment to assess risk and provide input into the development of the recommended future insurance programs. Assist the SBCTA Risk Manager and/or designee in identifying and evaluating property exposure to loss, including reviewing previous analysis and evaluations. Recommend insurance programs and policies that provide required coverage at optimum costs.
- 2.5 Arrange and procure (1) real property appraisal to accurately determine the insurance replacement cost for each real property asset.
- 2.6 Investigate and provide analyses and recommendations regarding the rights of the insured agencies under their various insurance policies to enable these agencies to protect and enforce any and all rights that they may have thereunder, including rights of indemnity and defense.

TASK 3.0 - BUDGET - ANNUAL REPORTS

Production and Submittal of Reports

The CONSULTANT shall provide an annual insurance renewal report to assist the Risk Manager in an annual review of insurance coverage to the General Policy Committee in May of each year that may address the following:

- 3.1. An analysis of the program status areas requiring budget or other action; underwriting concerns and issues, developments in the marketplace or legislatively, and objectives for the coming year. Copies of studies completed and accepted during the year shall be incorporated into any report.
- 3.2. A summary of all insurance placed by line of coverage, carrier, their participating layer of coverage, scope of coverage, commissions, deductibles, and premium, and provide a forecast each April for the following fiscal year (July 1 to June 30), including projected cost of insurance premiums, and any additional service costs. Provide notice of forecast changes on an ongoing basis during the year as a result of market developments or other events that may have potential impacts on SBCTA's program.
- 3.3. An annual timeline of renewals, complete with dates of all activities, strategy meetings, renewal specifics to market, staff reports, deadlines, market, General Policy Committee, and Board meeting dates.

- 3.4. Information on premiums paid, claims paid, outstanding reserves, and the total incurred for all claims (on each insurance program placed). The information should reconcile with both insurance company and SBCTA data.

D. CONTINUING EDUCATION AND TRAINING SEMINARS

The CONSULTANT may be called upon to advise or assist Risk Management in the education of Board members, executive staff, contract administrators or other interested SBCTA departments on insurance related programs. The CONSULTANT may also be called upon to advise any new administrative staff in the maintenance of certificates of insurance, policy endorsements, and binders.

E. DELIVERABLES

Reports:

1. The CONSULTANT shall provide an update on insurance market trends and any legislative changes impacting the Risk Management Program (e.g., FEMA changes in handling disasters and insurance coverage, etc.).
2. The CONSULTANT shall establish and update annually, via broker-provided assessment services, a computerized list of SBCTA's current insurable values for property, I-10 Express Lanes property, and all other properties on a replacement cost basis. The CONSULTANT shall identify those structures or operations sites, which would be replaced by alternate methods of construction in the event of major loss or damage.

Timelines:

1. Once appointed as SBCTA's Broker of Record, the CONSULTANT will begin a smooth transition of the work-flow from SBCTA's current broker(s) to the Consultant. Given the absolute importance of a successful transition for each new CONSULTANT client, the CONSULTANT will employ the following steps during the implementation of the program to make the transition as seamless as possible for SBCTA:

Step 1: Identify Appropriate Personnel/Discuss the Defined Service and Marketing Process

- Identify individuals who will be involved in the transition from the CONSULTANT and SBCTA.
- Discuss Defined Service and Marketing Process and tailor it to SBCTA's unique needs.
- Facilitate dialogue between key personnel at the CONSULTANT and SBCTA, including claims, loss prevention, accounting, board members, etc.

Step 2: Notify Carriers

- The CONSULTANT will prepare Broker of Record Letters (BORs) for SBCTA and then file it with the appropriate carriers.
- Confirm acceptance of all BORs filed.

Step 3: Information Gathering/Data Acquisition

- Financial statements
- Audits
- Actuarial studies
- Bylaws
- Claims data
- Corporate information
- Exposure data
- Draft submissions
- Exposure data
- Historical Policy Digest
- Policies/Summaries
- Schedules or other data elements

Step 4: Administrative

- Create Open Items Report.
- Further develop annual work plan to include all key stewardship tasks/dates/milestones.
- Develop protocol for execution of all key deliverables.
- Identify and plan for any other key administrative tasks as defined by SBCTA.
- Provide laminated team charts/contact cards.
- Execute service agreement

Step 5: Risk Identification

- Review all data accumulated from the information gathering/data acquisition process.
- Discuss with key operational personnel (operations, finance, legal, quality, risk, claims).
- Strategic discussions regarding mission, key SBCTA initiatives, financial goals, short- and long- term operational and financial goals, unique financial issues, risk philosophy.
- Discuss unique claims or risk issues as defined by SBCTA.

Step 6: Documentation and Implementation

- Prepare a summary report detailing the process, observations, and key findings.
- Review summary document and confirm findings.
- Develop renewal timeline in conjunction with the Annual Work Plan.

The CONSULTANT service team will coordinate these activities. The CONSULTANT shall become intimately familiar with SBCTA's overall insurance program and unique loss exposures, utilizing information from SBCTA's website, financial statements, and loss runs; an analysis of its policy language and coverage to determine the exact coverage being provided; personal discussions; and on-site visits. The CONSULTANT will use its unique five-part Risk Identification Model to identify and analyze your unique loss exposures.

The CONSULTANT will develop a Risk Profile unique to SBCTA. This Risk Profile will be compared to SBCTA's current insurance coverage to: determine any serious or unanticipated gaps that exist; review the retentions and insurance limits; and provide SBCTA with a written report outlining our observations and recommendations.

Further, the CONSULTANT will develop a complete understanding of SBCTA's operations and objectives, both short and long term to manage risks and control costs.

No less than 100 days prior to a major policy renewal date, the CONSULTANT will:

Develop specifications, underwriting information and marketing strategy and coordinate a renewal strategy meeting to review the current insurance market, results achieved for similar clients, analysis of viable underwriter alternatives, their capacity, and deductible preferences; obtain SBCTA's input on the desirability of any particular market; provide pricing ranges; and suggest a renewal timeline and renewal option.

a) Due Date: March 18, 2024

No less than 75 days prior to a major policy renewal date, the CONSULTANT will:

Coordinate all underwriter meetings benefiting SBCTA and the agreed upon renewal strategy. The CONSULTANT will provide assistance to SBCTA in structuring the presentation material and provide input and guidance on the graphic representations of SBCTA's unique results, risks, and operations, thereby distinguishing SBCTA from others in similar industry. Whenever possible, these meetings shall take place at the SBCTA offices.

The underwriting submission and the underwriter presentation shall be available to the market at least 75 days prior to SBCTA's renewal

a) Due Date: April 11, 2024

In order for SBCTA to make the best informed and educated renewal decision, the CONSULTANT will prepare a renewal proposal analysis including an Executive Summary and a detailed Coverage Analysis section. The CONSULTANT will ensure that SBCTA's report identifies the most qualified insurers and programs which at a minimum will be based on financial stability, ability to pay claims, cost of insurance, and coverage. Through the Consultant's marketing effort, all viable markets will be engaged and options will be presented to SBCTA that represent the most favorable insurance placement terms and conditions at the most economical price. The CONSULTANT will accompany its proposal with recommendations on benefits and disadvantages of each proposed option to key individuals within SBCTA.

2. Provide Insurance Binder with proposed policy renewals and costs. Meet and review information with SBCTA Risk Manager and/or designee.

a) Due Date: As determined in the Renewal Strategy Meeting described above

3. Upon approval of insurance policy renewals, bind insurance coverage.

a) Due Date: As determined in the Renewal Strategy Meeting described above

Deliver insurance policy renewal documents/endorsements and invoices to Risk Manager. The CONSULTANT will create a Desk Reference that will include insurance summaries of the coverage's bound, claims reporting instructions and contact information for SBCTA's dedicated service team.

b) Due Date: As determined in the Renewal Strategy Meeting described above

Additionally, the CONSULTANT is committed to performing the following on-going services:

- Develop an annual service plan for each line of coverage, including options of programs and products that meet the needs of SBCTA;

- Continued advocacy on behalf of SBCTA to respective insurer in the placement and administration of the various insurance programs. The CONSULTANT will advise SBCTA on various matters such as additional areas of exposure reduction, changes in laws or regulation, market conditions, and changes thereto and risk financing/cost of risk solutions.
- Develop and maintain exposure data, provide feedback on issues, appropriate coverage and limits to effectively treat those exposures;
- Identify insurers and reinsurers (as needed) which have demonstrated a proven ability and capability to meet solvency, service and loss control requirements;
- Follow up with insurers for timely issuance of policies, endorsements, audits and other requirements;
- Provide reports as needed by SBCTA;
- Attend all Board and General Policy Committee meetings as requested by SBCTA;
- Provide information to SBCTA which shall assist to benchmark its program against other public transit authorities, relative to retentions, limits, and coverage considerations.
- Provide market and legislation updates;
- Monitor excess carriers' liability claims handling and attend meetings related to claims, as requested;
- Assist SBCTA in updating manuals and other internal documents, upon request;
- Advise SBCTA with respect to safety, loss prevention, loss control and claims services;
- Provide training to address various needs within SBCTA, not to be limited to Insurance Requirements in Contracts, education related to SBCTA insurance programs, market conditions, changes to standard ISO forms and other emerging trends, etc.;
- Maintenance of a computerized statement of values.

SBCTA 2022-2023 CURRENT INSURANCE PROGRAM

Nature of Insurance			Limits	Policy Term	SBCTA Premium (Approx)	Insurance Carrier
<u>Public</u>	<u>Entity</u>	<u>Liability</u>	\$5,000,000	09/29/2022 – 09/29/2023	\$194,079	SLIP – Great American Insurance Company
<u>Coverage</u>			Primary layer			
Breach of Contract Claims			\$50,000			
Injunctive/Non-Monetary Claims			\$100,000			
Public Official Errors & Omissions			Included			
Uninsured/Underinsured Motor vehicle			\$1,000,000			
Auto Liability - Owned/non-owned			\$2,000,000			
Professional Liability for licensed Staff			\$5,000,000			
Self-Insured Retention			\$50,000			

Nature of Insurance	Limits	Policy Term	SBCTA Premium (Approx)	Insurance Carrier
Excess Liability	10,000,000 5,000,000	09/29/2022- 09/29/2023	\$ 86,487	
Follow Form/Drop down				
<u>Property Coverage</u>	\$126,328,40 (TIV)	07/2022 07/2023	\$184,890	Great American Insurance Company
Personal Property	\$100,000			
Extra Expense	\$250,000			
Business Income	\$100,000			
Terrorism	Included			
Deductible	\$50,000			
<u>Workers' Compensation</u>	Statutory	07/2022 07/2023	\$48,437	Berkshire Hathaway
Employer's Liability – Each Accident	\$1,000,000			
Disease, Policy Limit	\$1,000,000			
Disease, Per Employee	\$1,000,000			
*Estimated Payroll	\$6,048,306			
<u>Cyber Coverage</u>	\$16,000,000	07/2022 07/2023	\$15,997	PRISM - Beazley Breach Response
Privacy Liability	\$5,000,000			
Data Breach Fund	\$5,000,000			
Network Security Liability	\$16,000,000			
Retention	\$5,000			
<u>Crime</u>		07/2022 07/2023	\$9,946	National Union Fire Insurance Company
Employee Theft	\$10,000,000			
Forgery	\$1,000,000			

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Inside the Premises – Theft of Money & Securities	\$1,000,000	
Computer Fraud	\$1,000,000	9,946
Funds Transfer Fraud	\$1,000,000	
Money Orders & Counterfeit Money	\$50,000	
Deductible	\$2,500	

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Property Schedule

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	1	TRAIN DEPOT									
1 ID: 4	TRAIN DEPOT FIRE RESISTIVE (80%); JOISTED MASONRY (20%) 1170 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.10416582 Flood Zone: Longitude: -117.30921999 Flood Certificate:	05/04/2022	1918	Yes	100	100	100	20	2	55,000	33,741,000
2 ID: 5	OVERPASS MODIFIED FIRE RESISTIVE (100%) 1170 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.10434942 Flood Zone: Longitude: -117.31063423 Flood Certificate:	05/04/2022	2017	No	100	100	100	22	2	2,880	6,886,000
2 ID: 112	METROLINK PLATFORM #2B FIRE RESISTIVE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04006228 Flood Zone: Longitude: -117.57998548 Flood Certificate:	05/03/2022	2000	No				9	1	5,300	2,253,000
3A ID: 64	CANOPY G3 NON-COMBUSTIBLE (100%) 1170 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.10434942 Flood Zone: Longitude: -117.31063423 Flood Certificate:	05/05/2022	2010	No				9	1	260	91,000

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San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	1	TRAIN DEPOT									
3B ID: 67	CANOPY G1 MASONRY NON-COMBUSTIBLE (100%) 1170 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.10434942 Longitude: -117.31063423	05/05/2022	2010	No				9	1	260	91,000
3C ID: 65	CANOPY G2 NON-COMBUSTIBLE (100%) 1170 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.10434942 Longitude: -117.31063423	05/05/2022	2010	No				9	1	260	91,000
3D ID: 63	CANOPY G4 NON-COMBUSTIBLE (100%) 1170 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.10434942 Longitude: -117.31063423	05/05/2022	2010	No				9	1	260	91,000
3E ID: 66	CANOPY G5 - TICKETS NON-COMBUSTIBLE (100%) 1170 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.10434942 Longitude: -117.31063423	05/05/2022	2010	No				9	1	32	13,000
Total for Site:	1	TRAIN DEPOT								64,252	43,257,000

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	10	METROLINK PLATFORM #11									
1	METROLINK PLATFORM #2F SOUTHERN PLATFORM	05/04/2022	2000	No				10	1	14,000	5,950,000
ID: 2	FIRE RESISTIVE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09960020 Flood Zone: Longitude: -117.29506416 Flood Certificate:										
2	METROLINK PLATFORM #3F LARGER CENTER	05/04/2022	2000	No				10	1	21,000	8,925,000
ID: 3	FIRE RESISTIVE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09970999 Flood Zone: Longitude: -117.29483526 Flood Certificate:										
Total for Site:		10	METROLINK PLATFORM #11							35,000	14,875,000

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San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	12	METROLINK PLATFORM #7									
1 ID: 6	BUILDING- STAFF BREAKROOMS JOISTED MASONRY (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09940708 Longitude: -117.29651754	05/04/2022	2010	No	100	100	0	18	1	4,800	1,812,000
2A ID: 1	CANOPY E1 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/04/2022	2000	No				10	1	400	140,000
2A ID: 62	CANOPY E2 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000
3A ID: 61	CANOPY E3 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000

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San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	12	METROLINK PLATFORM #7									
4A ID: 60	CANOPY E4 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000
5A ID: 59	CANOPY E5 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000
6A ID: 58	CANOPY E6 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000
7A ID: 57	CANOPY E7 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	12	METROLINK PLATFORM #7									
8A ID: 56	CANOPY E8 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000
9A ID: 55	CANOPY E9 NON-COMBUSTIBLE (100%) 124 SOUTH E STREET SAN BERNARDINO, CA 92410 Latitude: 34.09962679 Longitude: -117.29599868	05/05/2022	2010	No				9	1	360	126,000
Total for Site:		12	METROLINK PLATFORM #7							8,080	2,960,000

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San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	16	METROLINK PLATFORM #9									
1 ID: 116	METROLINK PLATFORM #1D FIRE RESISTIVE (100%) 261 SOUTH PALM AVENUE RIALTO, CA 92376 Latitude: 34.09680247 Longitude: -117.37212579	05/03/2022	2010	No				10	1	9,800	4,165,000
Total for Site:			16	METROLINK PLATFORM #9						9,800	4,165,000

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San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	17	METROLINK PLATFORM #2									
1 ID: 115	METROLINK PLATFORM #1A FIRE RESISTIVE (100%) 5091 RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09392516 Longitude: -117.69629971	05/03/2022	2010	No				10	1	16,200	6,885,000
2 ID: 113	METROLINK PLATFORM #2A FIRE RESISTIVE (100%) 5091 RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09391082 Longitude: -117.69628459	05/03/2022	2010	No				10	1	11,475	4,877,000
2 ID: 101	CANOPY #2 MASONRY NON-COMBUSTIBLE (100%) RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/05/2022	2010	No				9	1	640	192,000
3 ID: 120	PEDESTRIAN UNDERPASS 1 FIRE RESISTIVE (100%) 5091 RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/03/2022	2000	No				12	1	4,716	6,500,000

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San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	17	METROLINK PLATFORM #2									
3 ID: 100	CANOPY #3 MASONRY NON-COMBUSTIBLE (100%) RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/05/2022	2010	No				14	1	640	192,000
4 ID: 99	CANOPY #4 MASONRY NON-COMBUSTIBLE (100%) RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/05/2022	2010	No				9	1	640	192,000
5 ID: 98	CANOPY #5 MASONRY NON-COMBUSTIBLE (100%) RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/05/2022	2010	No				14	1	640	192,000
6 ID: 97	CANOPY #6 MASONRY NON-COMBUSTIBLE (100%) RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/05/2022	2010	No				9	1	250	75,000

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	17	METROLINK PLATFORM #2									
7 ID: 96	CANOPY #7 MASONRY NON-COMBUSTIBLE (100%) 5091 RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/05/2022	2010	No				9	1	250	75,000
8 ID: 102	CANOPY #1 MASONRY NON-COMBUSTIBLE (100%) 5091 RICHTON STREET MONTCLAIR, CA 91763 Latitude: 34.09449758 Longitude: -117.69624744	05/05/2022	2010	No				9	1	640	192,000
Total for Site:		17	METROLINK PLATFORM #2							36,091	19,372,000

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San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	2	METROLINK PLATFORM #6									
1 ID: 128	METROLINK PLATFORM #1E FIRE RESISTIVE (100%) 1204 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.23938842 Longitude: -118.63907365	05/03/2022	2010	No				10	1	8,000	3,400,000
2 ID: 127	METROLINK PLATFORM #2E FIRE RESISTIVE (100%) 1204 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.23944920 Longitude: -118.63922615	05/03/2022	2010	No				10	1	13,656	5,804,000
3 ID: 126	METROLINK PLATFORM #3E FIRE RESISTIVE (100%) 1204 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.23946707 Longitude: -118.63917473	05/03/2022	2010	No				10	1	6,960	2,958,000
4 ID: 125	METROLINK PLATFORM #4E FIRE RESISTIVE (100%) 1204 WEST 3RD STREET SAN BERNARDINO, CA 92410 Latitude: 34.23947365 Longitude: -118.63923131	05/03/2022	2010	No				10	1	5,800	2,465,000
Total for Site:	2	METROLINK PLATFORM #6								34,416	14,627,000

Attachment: 23-1002957 - PDF (10009 : Award Contract No. 23-1002957 with Alliant Insurance Services,

San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	3	METROLINK PLATFORM #4									
1 ID: 104	METROLINK PLATFORM #1C FIRE RESISTIVE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09200506 Longitude: -117.55964483	05/03/2022	2000	No				9	1	20,400	8,670,000
2 ID: 110	METROLINK PLATFORM #2C FIRE RESISTIVE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09160485 Longitude: -117.56044957	05/03/2022	2011	No				9	1	7,280	3,094,000
3 ID: 103	PEDESTRIAN UNDERPASS 2 FIRE RESISTIVE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09182477 Longitude: -117.55973548	05/03/2022	2011	No				9	1	4,730	6,500,000
4A ID: 79	CANOPY C1 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	150	64,000

San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	3	METROLINK PLATFORM #4									
4B ID: 80	CANOPY C2 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	150	64,000
4C ID: 81	CANOPY C3 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	150	64,000
4D ID: 82	CANOPY C4 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	150	64,000
4E ID: 84	CANOPY C5 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	150	64,000

San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	3	METROLINK PLATFORM #4									
4F ID: 86	CANOPY C6 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	150	64,000
4G ID: 85	CANOPY C7 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	1,150	489,000
4H ID: 87	CANOPY C8 MASONRY NON-COMBUSTIBLE (100%) 11208 AZUSA COURT RANCHO CUCAMONGA, CA 91730 Latitude: 34.09177601 Longitude: -117.55975232	05/05/2022	2010	No				9	1	150	64,000
Total for Site:		3	METROLINK PLATFORM #4							34,610	19,201,000

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	4	METROLINK PLATFORM #1									
1 ID: 106	METROLINK PLATFORM #1 FIRE RESISTIVE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09513905 Longitude: -117.43877626	05/03/2022	2010	No				9	1	9,800	4,165,000
2 ID: 78	CANOPY B MASONRY NON-COMBUSTIBLE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09521089 Longitude: -117.43869191	05/05/2022	2010	No				9	1	192	77,000
2A ID: 77	CANOPY A MASONRY NON-COMBUSTIBLE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09521089 Longitude: -117.43869191	05/05/2022	2010	No				9	1	192	77,000
2AA ID: 105	CANOPY G MASONRY NON-COMBUSTIBLE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09521089 Longitude: -117.43869191	05/03/2022	2000	No				9	1	192	77,000

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San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	4	METROLINK PLATFORM #1									
3A ID: 76	CANOPY E MASONRY NON-COMBUSTIBLE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09521089 Longitude: -117.43869191	05/05/2022	2010	No				9	1	192	77,000
4A ID: 75	CANOPY C MASONRY NON-COMBUSTIBLE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09521089 Longitude: -117.43869191	05/05/2022	2010	No				9	1	192	77,000
5A ID: 74	CANOPY F MASONRY NON-COMBUSTIBLE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09521089 Longitude: -117.43869191	05/05/2022	2010	No				9	1	192	77,000
6A ID: 73	CANOPY D MASONRY NON-COMBUSTIBLE (100%) 16777 ORANGE WAY FONTANA, CA 92335 Latitude: 34.09521089 Longitude: -117.43869191	05/05/2022	2010	No				9	1	192	77,000
Total for Site:	4	METROLINK PLATFORM #1								11,144	4,704,000

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	6	METROLINK PLATFORM #3									
1 ID: 109	METROLINK PLATFORM #1B FIRE RESISTIVE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04020214 Longitude: -117.58015973	05/03/2022	2000	No				9	1	9,800	4,165,000
3A ID: 92	CANOPY A NON-COMBUSTIBLE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04007860 Longitude: -117.57982409	05/05/2022	2010	No				9	1	276	97,000
3B ID: 91	CANOPY B NON-COMBUSTIBLE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04007860 Longitude: -117.57982409	05/05/2022	2010	No				9	1	276	97,000
3C ID: 118	CANOPY C NON-COMBUSTIBLE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04007860 Longitude: -117.57982409	05/03/2022	2000	No				9	1	276	97,000

Attachment: 23-1002957 - PDF (10009 : Award Contract No. 23-1002957 with Alliant Insurance Services,

San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	6	METROLINK PLATFORM #3									
3D ID: 90	CANOPY D NON-COMBUSTIBLE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04007860 Longitude: -117.57982409	05/05/2022	2010	No				9	1	276	97,000
3E ID: 89	CANOPY E NON-COMBUSTIBLE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04007860 Longitude: -117.57982409	05/05/2022	2010	No				9	1	276	97,000
3F ID: 88	CANOPY F NON-COMBUSTIBLE (100%) 3330 EAST FRANCIS STREET ONTARIO, CA 91761 Latitude: 34.04007860 Longitude: -117.57982409	05/05/2022	2010	No				9	1	276	97,000
Total for Site:		6	METROLINK PLATFORM #3							11,456	4,747,000

San Bernardino County Transportation Authority
San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	7	METROLINK PLATFORM #5									
2A ID: 119	CANOPY A FRAME (100%) 261 SOUTH PALM AVENUE RIALTO, CA 92376 Latitude: 34.09682998 Longitude: -117.37143489	05/03/2022	2010	No				10	1	392	137,000
2B ID: 72	CANOPY B FRAME (100%) 261 SOUTH PALM AVENUE RIALTO, CA 92376 Latitude: 34.09682998 Longitude: -117.37143489	05/05/2022	2010	No				9	1	392	137,000
2C ID: 71	CANOPY C FRAME (100%) 261 SOUTH PALM AVENUE RIALTO, CA 92376 Latitude: 34.09682998 Longitude: -117.37143489	05/05/2022	2010	No				9	1	392	137,000
2D ID: 70	CANOPY D FRAME (100%) 261 SOUTH PALM AVENUE RIALTO, CA 92376 Latitude: 34.09682998 Longitude: -117.37143489	05/05/2022	2010	No				9	1	392	137,000

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	7	METROLINK PLATFORM #5									
2E ID: 69	CANOPY E FRAME (100%) 261 SOUTH PALM AVENUE RIALTO, CA 92376 Latitude: 34.09682998 Longitude: -117.37143489	05/05/2022	2010	No				9	1	392	137,000
2F ID: 68	CANOPY F FRAME (100%) 261 SOUTH PALM AVENUE RIALTO, CA 92376 Latitude: 34.09682998 Longitude: -117.37143489	05/05/2022	2010	No				9	1	392	137,000
Total for Site:		7	METROLINK PLATFORM #5							2,352	822,000

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	9	METROLINK PLATFORM #8									
1 ID: 117	METROLINK PLATFORM #1G FIRE RESISTIVE (100%) 220 A STREET UPLAND, CA 91786 Latitude: 34.09457589 Longitude: -117.64672801	05/03/2022	2010	No				10	1	9,800	4,165,000
2A ID: 111	CANOPY 1 MASONRY NON-COMBUSTIBLE (100%) 220 A STREET UPLAND, CA 91786 Latitude: 34.09452832 Longitude: -117.64669203	05/03/2022	2000	No				9	1	390	127,000
2B ID: 114	CANOPY 2 MASONRY NON-COMBUSTIBLE (100%) 220 A STREET UPLAND, CA 91786 Latitude: 34.09452832 Longitude: -117.64669203	05/03/2022	2000	No				9	1	390	127,000
2C ID: 95	CANOPY 3 MASONRY NON-COMBUSTIBLE (100%) 220 A STREET UPLAND, CA 91786 Latitude: 34.09452832 Longitude: -117.64669203	05/05/2022	2010	No				9	1	390	146,000

Attachment: 23-1002957 - PDF (10009 : Award Contract No. 23-1002957 with Alliant Insurance Services,

San Bernardino County Transportation Authority

San Bernardino, California

Building	Building Name	Insp. Date	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg Story Height	Floors	Total Floor Area	Building CRN
Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY									
Site:	9	METROLINK PLATFORM #8									
2D ID: 94	CANOPY 4 MASONRY NON-COMBUSTIBLE (100%) 220 A STREET UPLAND, CA 91786 Latitude: 34.09452832 Longitude: -117.64669203	05/05/2022	2010	No				9	1	390	146,000
	Flood Zone: Flood Certificate:										
2E ID: 93	CANOPY 5 MASONRY NON-COMBUSTIBLE (100%) 220 A STREET UPLAND, CA 91786 Latitude: 34.09452832 Longitude: -117.64669203	05/05/2022	2010	No				9	1	390	146,000
	Flood Zone: Flood Certificate:										
Total for Site:	9	METROLINK PLATFORM #8								11,750	4,857,000
Total for Member:	001	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY								258,951	133,587,000
Total:										258,951	133,587,000

Attachment: 23-1002957 - PDF (10009 : Award Contract No. 23-1002957 with Alliant Insurance Services,

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

1170 WEST 3RD STREET

Building: 1 TRAIN DEPOT

SAN BERNARDINO, CA 92410 US



Valuation Summary

Date of Inspection: 5/4/2022

Building Cost Of Reproduction New

\$ 33,741,000 (\$613.47 per SF)

Construction Components

ID: 4

ISO Class: FIRE RESISTIVE (80%); JOISTED MASONRY (20%)
 Exterior Wall Type: STONE, SOLID 24" THICK (80%); STUCCO ON MASONRY (20%)
 Heating: FORCED WARM AIR (100%)
 Cooling: FORCED COOL AIR (100%)
 Roof Material: TILE, CLAY (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (95%); FLAT (5%)
 Elevators: Passenger: 1 Freight: 0

Description

Year Built: 1918
 Number of Stories: 2
 Average Story Height: 20
 Square Footage:

Super Structure: 55,000
 Sub Structure: 0
 Total: 55,000

Exposure

Latitude: 34.104166
 Longitude: -117.309220

Protection

Manual Fire Alarm: 100
 Automatic Fire Alarm: 100
 Sprinklers: 100
 Entry Alarm: Yes

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

COFFERED CEILINGS ; DECORTIVE COLUMN CAPITALS ; DOMED TOWERS; HANDCRAFTED HIGH BEAMS; National Register of Historic Places

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 2 OVERPASS

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

Building Cost of Reproduction New**\$ 6,886,000 (\$2,390.97 per SF)****Construction Components****ID: 5**

ISO Class: MODIFIED FIRE RESISTIVE (100%)
Exterior Wall Type: STUCCO ON MASONRY (100%)
Heating: VENTILATION ONLY (100%)
Cooling: NONE (100%)
Roof Material: STEEL (60%); TILE, CLAY (40%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: Passenger: 2 Freight: 0

Description

Year Built: 2017
Number of Stories: 2
Average Story Height: 22
Square Footage: Super Structure: 2,880
 Sub Structure: 0
Total: 2,880

Exposure

Latitude: 34.104349
Longitude: -117.310634

Protection

Manual Fire Alarm: 100
Automatic Fire Alarm: 100
Sprinklers: 100
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features

Pedestrian Bridge

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

3330 EAST FRANCIS STREET

Building: 2 METROLINK PLATFORM #2B

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 2,253,000****(\$425.09 per SF)****Construction Components****ID: 112****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2000**Number of Stories:** 1**Average Story Height:** 9**Square Footage:** Super Structure: 5,300

Sub Structure: 0

Total: 5,300**Exposure****Latitude:** 34.040062**Longitude:** -117.579985**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3A CANOPY G3

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 91,000****(\$350.00 per SF)****Construction Components****ID: 64**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

<i>Super Structure:</i>	260
<i>Sub Structure:</i>	0
Total:	260

Exposure

Latitude: 34.104349
Longitude: -117.310634

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3B CANOPY G1

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New**\$ 91,000 (\$350.00 per SF)****Construction Components****ID: 67**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 260

Sub Structure: 0

Total: 260**Exposure**

Latitude: 34.104349
 Longitude: -117.310634

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3C CANOPY G2

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 91,000

(\$350.00 per SF)

Construction Components

ID: 65

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 260
 Sub Structure: 0
 Total: 260

Exposure

Latitude: 34.104349
 Longitude: -117.310634

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3D CANOPY G4

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 91,000

(\$350.00 per SF)

Construction Components

ID: 63

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 260
 Sub Structure: 0
 Total: 260

Exposure

Latitude: 34.104349
 Longitude: -117.310634

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

1170 WEST 3RD STREET

Building: 3E CANOPY G5 - TICKETS

SAN BERNARDINO, CA 92410 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 13,000

(\$406.25 per SF)

Construction Components

ID: 66

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 32
 Sub Structure: 0
 Total: 32

Exposure

Latitude: 34.104349
 Longitude: -117.310634

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 10 METROLINK PLATFORM #11

124 SOUTH E STREET

Building: 1 METROLINK PLATFORM #2F SOUTHERN PLATFORM

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

Building Cost Of Reproduction New**\$ 5,950,000****(\$425.00 per SF)****Construction Components****ID: 2****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** **Passenger:** 0 **Freight:** 0**Description****Exposure****Year Built:** 2000**Latitude:** 34.099600**Number of Stories:** 1**Longitude:** -117.295064**Average Story Height:** 10**Square Footage:** *Super Structure:* 14,000*Sub Structure:* 0**Total:** 14,000**Protection****Flood Information****Manual Fire Alarm:****Zone:****Automatic Fire Alarm:****Certificate:****Sprinklers:****Entry Alarm:** No**Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

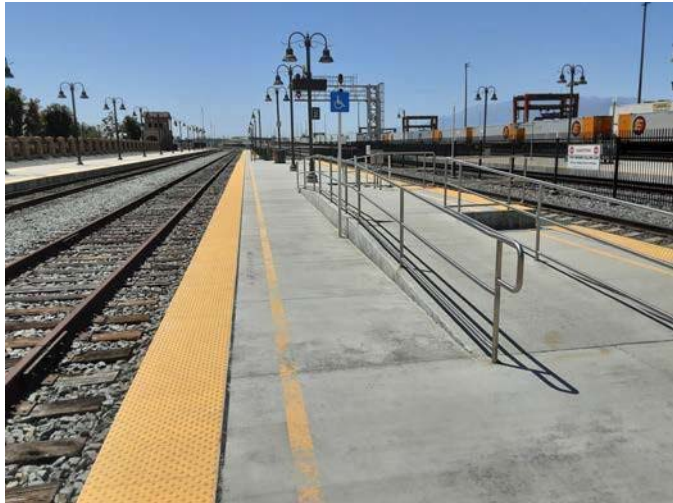
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 10 METROLINK PLATFORM #11

124 SOUTH E STREET

Building: 2 METROLINK PLATFORM #3F LARGER CENTER

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

Building Cost Of Reproduction New**\$ 8,925,000****(\$425.00 per SF)****Construction Components****ID: 3****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Exposure****Year Built:** 2000**Latitude:** 34.099710**Number of Stories:** 1**Longitude:** -117.294835**Average Story Height:** 10**Square Footage:** Super Structure: 21,000

Sub Structure: 0

Total: 21,000**Protection****Flood Information****Manual Fire Alarm:****Zone:****Automatic Fire Alarm:****Certificate:****Sprinklers:****Entry Alarm:** No**Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 1 BUILDING- STAFF BREAKROOMS

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US



Valuation Summary

Date of Inspection: 5/4/2022

Building Cost Of Reproduction New

\$ 1,812,000

(\$377.50 per SF)

Construction Components

ID: 6

ISO Class: JOISTED MASONRY (100%)
 Exterior Wall Type: BRICK ON MASONRY (100%)
 Heating: FORCED WARM AIR (100%)
 Cooling: FORCED COOL AIR (100%)
 Roof Material: BUILT-UP, SMOOTH (100%)
 Roof Pitch: FLAT (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 18
 Square Footage: Super Structure: 4,800
 Sub Structure: 0
 Total: 4,800

Exposure

Latitude: 34.099407
 Longitude: -117.296518

Protection

Manual Fire Alarm: 100
 Automatic Fire Alarm: 100
 Sprinklers: 0
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 2A CANOPY E1

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

Building Cost of Reproduction New**\$ 140,000****(\$350.00 per SF)****Construction Components****ID: 1**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: HIGH (12:12 TO 24:12 PITCH) (100%)
Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2000
Number of Stories: 1
Average Story Height: 10
Square Footage:

<i>Super Structure:</i>	400
<i>Sub Structure:</i>	0
Total:	400

Exposure

Latitude: 34.099627
Longitude: -117.295999

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 2A CANOPY E2

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 62**

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 360
 Sub Structure: 0
Total: 360

Exposure

Latitude: 34.099627
 Longitude: -117.295999

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 3A CANOPY E3

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 61**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage: Super Structure: 360
 Sub Structure: 0
Total: 360

Exposure

Latitude: 34.099627
Longitude: -117.295999

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 4A CANOPY E4

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 60**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

<i>Super Structure:</i>	360
<i>Sub Structure:</i>	0
Total:	360

Exposure

Latitude: 34.099627
Longitude: -117.295999

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 5A CANOPY E5

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 59**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage: *Super Structure:* 360
Sub Structure: 0
Total: 360

Exposure

Latitude: 34.099627
Longitude: -117.295999

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 6A CANOPY E6

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 126,000

(\$350.00 per SF

Construction Components

ID: 58

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 360
 Sub Structure: 0
 Total: 360

Exposure

Latitude: 34.099627
 Longitude: -117.295999

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 7A CANOPY E7

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 57**

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 360
 Sub Structure: 0
Total: 360

Exposure

Latitude: 34.099627
 Longitude: -117.295999

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 8A CANOPY E8

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 56**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

Super Structure: 360*Sub Structure:* 0**Total:** 360**Exposure**

Latitude: 34.099627
Longitude: -117.295999

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 9A CANOPY E9

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 55**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage: *Super Structure:* 360
Sub Structure: 0
Total: 360

Exposure

Latitude: 34.099627
Longitude: -117.295999

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

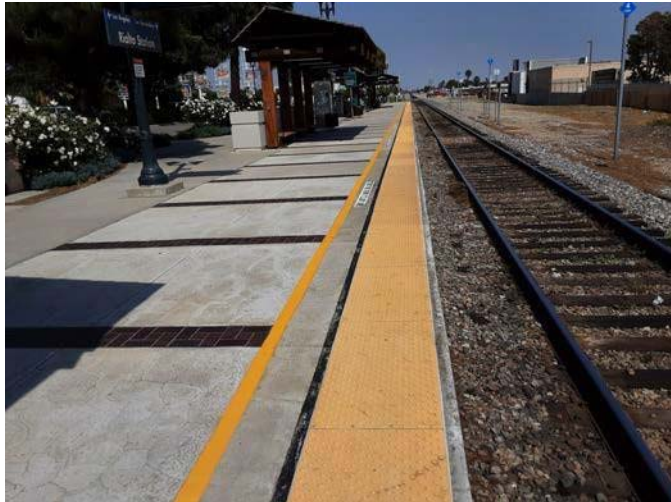
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 16 METROLINK PLATFORM #9

261 SOUTH PALM AVENUE

Building: 1 METROLINK PLATFORM #1D

RIALTO, CA 92376 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 116****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 9,800

Sub Structure: 0

Total: 9,800**Exposure****Latitude:** 34.096802**Longitude:** -117.372126**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 1 METROLINK PLATFORM #1A

5091 RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 6,885,000****(\$425.00 per SF)****Construction Components****ID: 115****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 16,200

Sub Structure: 0

Total: 16,200**Exposure****Latitude:** 34.093925**Longitude:** -117.696300**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 2 METROLINK PLATFORM #2A

5091 RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 4,877,000****(\$425.01 per SF)****Construction Components****ID: 113****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 11,475

Sub Structure: 0

Total: 11,475**Exposure****Latitude:** 34.093911**Longitude:** -117.696285**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 2 CANOPY #2

RICHTON STREET

MONTCLAIR, CA 91763 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 192,000

(\$300.00 per SF)

Construction Components

ID: 101

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 640

Sub Structure: 0

Total: 640

Exposure

Latitude: 34.094498

Longitude: -117.696247

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:

Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 3 PEDESTRIAN UNDERPASS 1

5091 RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 6,500,000 (\$1,378.29 per SF)****Construction Components****ID: 120**

ISO Class: FIRE RESISTIVE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: NONE (100%)
Roof Pitch: FLAT (100%)
Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2000
Number of Stories: 1
Average Story Height: 12
Square Footage:

<i>Super Structure:</i>	4,716
<i>Sub Structure:</i>	0
Total:	4,716

Exposure

Latitude: 34.094498
Longitude: -117.696247

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features

RAILINGS; STAIRCASES

Additional Information**Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 3 CANOPY #3

RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 192,000****(\$300.00 per SF)****Construction Components****ID: 100**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 14
 Square Footage:

Super Structure: 640

Sub Structure: 0

Total: 640**Exposure**

Latitude: 34.094498

Longitude: -117.696247

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 4 CANOPY #4

RICHTON STREET

MONTCLAIR, CA 91763 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 192,000

(\$300.00 per SF)

Construction Components

ID: 99

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 640

Sub Structure: 0

Total: 640

Exposure

Latitude: 34.094498
 Longitude: -117.696247

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 5 CANOPY #5

RICHTON STREET

MONTCLAIR, CA 91763 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 192,000

(\$300.00 per SF)

Construction Components

ID: 98

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 14
 Square Footage:

Super Structure: 640

Sub Structure: 0

Total: 640

Exposure

Latitude: 34.094498

Longitude: -117.696247

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 6 CANOPY #6

RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New**\$ 75,000****(\$300.00 per SF)****Construction Components****ID: 97**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

Super Structure: 250*Sub Structure:* 0**Total:** 250**Exposure****Latitude:** 34.094498**Longitude:** -117.696247**Protection**

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information**Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 7 CANOPY #7

5091 RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New**\$ 75,000****(\$300.00 per SF)****Construction Components****ID: 96**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

Super Structure: 250*Sub Structure:* 0**Total:** 250**Exposure****Latitude:** 34.094498**Longitude:** -117.696247**Protection**

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 8 CANOPY #1

5091 RICHTON STREET

MONTCLAIR, CA 91763 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 192,000

(\$300.00 per SF)

Construction Components

ID: 102

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 640

Sub Structure: 0

Total: 640

Exposure

Latitude: 34.094498
 Longitude: -117.696247

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

1204 WEST 3RD STREET

Building: 1 METROLINK PLATFORM #1E

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 3,400,000****(\$425.00 per SF)****Construction Components****ID: 128****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 8,000

Sub Structure: 0

Total: 8,000**Exposure****Latitude:** 34.239388**Longitude:** -118.639074**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

1204 WEST 3RD STREET

Building: 2 METROLINK PLATFORM #2E

SAN BERNARDINO, CA 92410 US



Valuation Summary

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New

\$ 5,804,000

(\$425.01 per SF)

Construction Components

ID: 127

ISO Class: FIRE RESISTIVE (100%)

Exterior Wall Type: NONE (100%)

Heating: NONE (100%)

Cooling: NONE (100%)

Roof Material: NONE (100%)

Roof Pitch: FLAT (100%)

Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010

Number of Stories: 1

Average Story Height: 10

Square Footage: Super Structure: 13,656

Sub Structure: 0

Total: 13,656

Exposure

Latitude: 34.239449

Longitude: -118.639226

Protection

Manual Fire Alarm:

Automatic Fire Alarm:

Sprinklers:

Entry Alarm: No

Flood Information

Zone:

Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

1204 WEST 3RD STREET

Building: 3 METROLINK PLATFORM #3E

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 2,958,000****(\$425.00 per SF)****Construction Components****ID: 126****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 6,960

Sub Structure: 0

Total: 6,960**Exposure****Latitude:** 34.239467**Longitude:** -118.639175**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

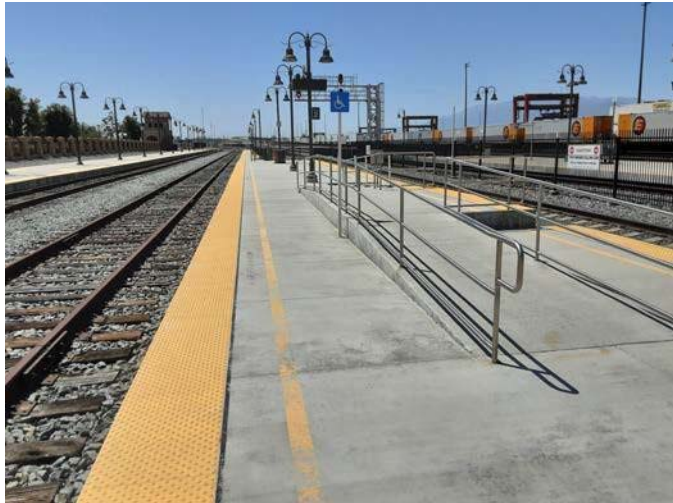
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

1204 WEST 3RD STREET

Building: 4 METROLINK PLATFORM #4E

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 2,465,000****(\$425.00 per SF)****Construction Components****ID: 125**

ISO Class: FIRE RESISTIVE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: NONE (100%)
 Roof Pitch: FLAT (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 10
 Square Footage: Super Structure: 5,800
 Sub Structure: 0
Total: 5,800

Exposure

Latitude: 34.239474
 Longitude: -118.639231

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

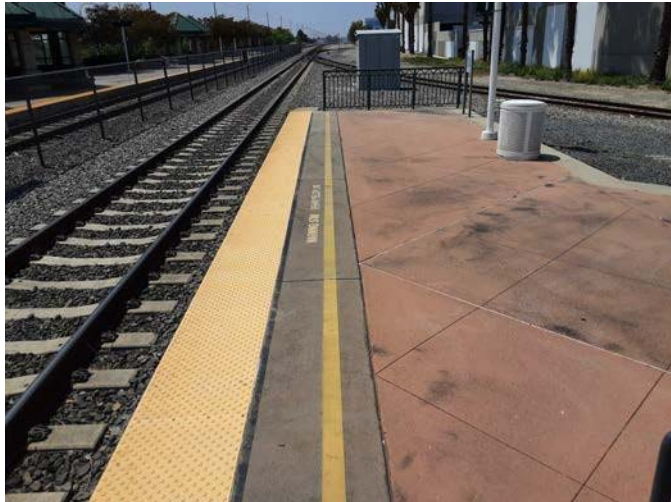
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 1 METROLINK PLATFORM #1C

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 8,670,000****(\$425.00 per SF)****Construction Components****ID: 104****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Exposure****Year Built:** 2000**Latitude:** 34.092005**Number of Stories:** 1**Longitude:** -117.559645**Average Story Height:** 9**Square Footage:** Super Structure: 20,400

Sub Structure: 0

Total: 20,400**Protection****Flood Information****Manual Fire Alarm:****Zone:****Automatic Fire Alarm:****Certificate:****Sprinklers:****Entry Alarm:** No**Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 2 METROLINK PLATFORM #2C

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New

\$ 3,094,000

(\$425.00 per SF)

Construction Components

ID: 110

ISO Class: FIRE RESISTIVE (100%)

Exterior Wall Type: NONE (100%)

Heating: NONE (100%)

Cooling: NONE (100%)

Roof Material: NONE (100%)

Roof Pitch: FLAT (100%)

Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2011

Number of Stories: 1

Average Story Height: 9

Square Footage: Super Structure: 7,280

Sub Structure: 0

Total: 7,280

Exposure

Latitude: 34.091605

Longitude: -117.560450

Protection

Manual Fire Alarm:

Automatic Fire Alarm:

Sprinklers:

Entry Alarm: No

Flood Information

Zone:

Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 3 PEDESTRIAN UNDERPASS 2

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/3/2022

Building Cost of Reproduction New

\$ 6,500,000 (\$1,374.21 per SF)

Construction Components

ID: 103

ISO Class: FIRE RESISTIVE (100%)
 Exterior Wall Type: CONCRETE, POURED-IN-PLACE, 7" TO 10" (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: NONE (100%)
 Roof Pitch: FLAT (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2011
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 4,730
 Sub Structure: 0
 Total: 4,730

Exposure

Latitude: 34.091825
 Longitude: -117.559735

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4A CANOPY C1

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

Construction Components

ID: 79

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

Exposure

Latitude: 34.091776
 Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4B CANOPY C2

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

Construction Components

ID: 80

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

Exposure

Latitude: 34.091776
 Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4C CANOPY C3

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

Construction Components

ID: 81

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

Exposure

Latitude: 34.091776
 Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4D CANOPY C4

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

Construction Components

ID: 82

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

Exposure

Latitude: 34.091776
 Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4E CANOPY C5

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

Construction Components

ID: 84

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

Exposure

Latitude: 34.091776
 Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4F CANOPY C6

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

Construction Components

ID: 86

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

Exposure

Latitude: 34.091776

Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4G CANOPY C7

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 489,000

(\$425.22 per SF)

Construction Components

ID: 85

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 1,150

Sub Structure: 0

Total: 1,150

Exposure

Latitude: 34.091776
 Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4H CANOPY C8

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

Construction Components

ID: 87

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

Exposure

Latitude: 34.091776
 Longitude: -117.559752

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 1 METROLINK PLATFORM #1

16777 ORANGE WAY

FONTANA, CA 92335 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 106****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 9**Square Footage:** Super Structure: 9,800

Sub Structure: 0

Total: 9,800**Exposure****Latitude:** 34.095139**Longitude:** -117.438776**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 2 CANOPY B

16777 ORANGE WAY

FONTANA, CA 92335 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

Construction Components

ID: 78

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

Exposure

Latitude: 34.095211
 Longitude: -117.438692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 2A CANOPY A

16777 ORANGE WAY

FONTANA, CA 92335 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

Construction Components

ID: 77

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 192
 Sub Structure: 0
 Total: 192

Exposure

Latitude: 34.095211
 Longitude: -117.438692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 2AA CANOPY G

16777 ORANGE WAY

FONTANA, CA 92335 US



Valuation Summary

Date of Inspection: 5/3/2022

Building Cost of Reproduction New

\$ 77,000

(\$401.04 per SF)

Construction Components

ID: 105

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2000
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 192
 Sub Structure: 0
 Total: 192

Exposure

Latitude: 34.095211
 Longitude: -117.438692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 3A CANOPY E

16777 ORANGE WAY

FONTANA, CA 92335 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

Construction Components

ID: 76

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 192
 Sub Structure: 0
 Total: 192

Exposure

Latitude: 34.095211
 Longitude: -117.438692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 4A CANOPY C

16777 ORANGE WAY

FONTANA, CA 92335 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

Construction Components

ID: 75

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

Exposure

Latitude: 34.095211
 Longitude: -117.438692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 5A CANOPY F

16777 ORANGE WAY

FONTANA, CA 92335 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

Construction Components

ID: 74

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

Exposure

Latitude: 34.095211
 Longitude: -117.438692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 6A CANOPY D

16777 ORANGE WAY

FONTANA, CA 92335 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

Construction Components

ID: 73

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

Exposure

Latitude: 34.095211
 Longitude: -117.438692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 1 METROLINK PLATFORM #1B

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 109****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2000**Number of Stories:** 1**Average Story Height:** 9**Square Footage:** Super Structure: 9,800

Sub Structure: 0

Total: 9,800**Exposure****Latitude:** 34.040202**Longitude:** -117.580160**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3A CANOPY A

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 97,000

(\$351.45 per SF)

Construction Components

ID: 92

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 276
 Sub Structure: 0
 Total: 276

Exposure

Latitude: 34.040079
 Longitude: -117.579824

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3B CANOPY B

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 91**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

<i>Super Structure:</i>	276
<i>Sub Structure:</i>	0
Total:	276

Exposure

Latitude: 34.040079
Longitude: -117.579824

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3C CANOPY C

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US



Valuation Summary

Date of Inspection: 5/3/2022

Building Cost of Reproduction New

\$ 97,000

(\$351.45 per SF)

Construction Components

ID: 118

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: HIGH (12:12 TO 24:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2000
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 276
 Sub Structure: 0
 Total: 276

Exposure

Latitude: 34.040079
 Longitude: -117.579824

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3D CANOPY D

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 97,000

(\$351.45 per SF)

Construction Components

ID: 90

ISO Class: NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 276
 Sub Structure: 0
 Total: 276

Exposure

Latitude: 34.040079
 Longitude: -117.579824

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3E CANOPY E

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 89**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

<i>Super Structure:</i>	276
<i>Sub Structure:</i>	0
Total:	276

Exposure

Latitude: 34.040079
Longitude: -117.579824

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3F CANOPY F

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 88**

ISO Class: NON-COMBUSTIBLE (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: STEEL (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: **Passenger:** 0 **Freight:** 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

<i>Super Structure:</i>	276
<i>Sub Structure:</i>	0
Total:	276

Exposure

Latitude: 34.040079
Longitude: -117.579824

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2A CANOPY A

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



Valuation Summary

Date of Inspection: 5/3/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF

Construction Components

ID: 119

ISO Class: FRAME (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: STEEL (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 10
 Square Footage: Super Structure: 392
 Sub Structure: 0
 Total: 392

Exposure

Latitude: 34.096830
 Longitude: -117.371435

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2B CANOPY B

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 137,000****(\$349.49 per SF)****Construction Components****ID: 72**

ISO Class: FRAME (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 392
 Sub Structure: 0
Total: 392

Exposure

Latitude: 34.096830
 Longitude: -117.371435

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2C CANOPY C

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF)

Construction Components

ID: 71

ISO Class: FRAME (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 392
 Sub Structure: 0
 Total: 392

Exposure

Latitude: 34.096830
 Longitude: -117.371435

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2D CANOPY D

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost of Reproduction New**\$ 137,000****(\$349.49 per SF)****Construction Components****ID: 70**

ISO Class: FRAME (100%)
Exterior Wall Type: NONE (100%)
Heating: NONE (100%)
Cooling: NONE (100%)
Roof Material: TILE, CONCRETE (100%)
Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
Number of Stories: 1
Average Story Height: 9
Square Footage:

<i>Super Structure:</i>	392
<i>Sub Structure:</i>	0
Total:	392

Exposure

Latitude: 34.096830
Longitude: -117.371435

Protection

Manual Fire Alarm:
Automatic Fire Alarm:
Sprinklers:
Entry Alarm: No

Flood Information

Zone:
Certificate:

Miscellaneous Additional Features**Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2E CANOPY E

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF

Construction Components

ID: 69

ISO Class: FRAME (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 392
 Sub Structure: 0
 Total: 392

Exposure

Latitude: 34.096830
 Longitude: -117.371435

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2F CANOPY F

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF)

Construction Components

ID: 68

ISO Class: FRAME (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 392
 Sub Structure: 0
 Total: 392

Exposure

Latitude: 34.096830
 Longitude: -117.371435

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 1 METROLINK PLATFORM #1G

220 A STREET

UPLAND, CA 91786 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New**\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 117****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 9,800

Sub Structure: 0

Total: 9,800**Exposure****Latitude:** 34.094576**Longitude:** -117.646728**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2A CANOPY 1

220 A STREET

UPLAND, CA 91786 US



Valuation Summary

Date of Inspection: 5/3/2022

Building Cost of Reproduction New

\$ 127,000

(\$325.64 per SF)

Construction Components

ID: 111

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2000
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 390

Sub Structure: 0

Total: 390

Exposure

Latitude: 34.094528

Longitude: -117.646692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:

Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2B CANOPY 2

220 A STREET

UPLAND, CA 91786 US

**Valuation Summary**

Date of Inspection: 5/3/2022

Building Cost of Reproduction New**\$ 127,000****(\$325.64 per SF)****Construction Components****ID: 114**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2000
 Number of Stories: 1
 Average Story Height: 9
 Square Footage: Super Structure: 390
 Sub Structure: 0
Total: 390

Exposure

Latitude: 34.094528
 Longitude: -117.646692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2C CANOPY 3

220 A STREET

UPLAND, CA 91786 US

**Valuation Summary**

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New**\$ 146,000****(\$374.36 per SF)****Construction Components****ID: 95**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 390

Sub Structure: 0

Total: 390**Exposure**

Latitude: 34.094528
 Longitude: -117.646692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features**Additional Information**

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2D CANOPY 4

220 A STREET

UPLAND, CA 91786 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 146,000

(\$374.36 per SF)

Construction Components

ID: 94

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: NONE (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 390

Sub Structure: 0

Total: 390

Exposure

Latitude: 34.094528
 Longitude: -117.646692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2E CANOPY 5

220 A STREET

UPLAND, CA 91786 US



Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 146,000

(\$374.36 per SF)

Construction Components

ID: 93

ISO Class: MASONRY NON-COMBUSTIBLE (100%)
 Exterior Wall Type: STUCCO ON FRAME (100%)
 Heating: NONE (100%)
 Cooling: NONE (100%)
 Roof Material: TILE, CONCRETE (100%)
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)
 Elevators: Passenger: 0 Freight: 0

Description

Year Built: 2010
 Number of Stories: 1
 Average Story Height: 9
 Square Footage:

Super Structure: 390

Sub Structure: 0

Total: 390

Exposure

Latitude: 34.094528

Longitude: -117.646692

Protection

Manual Fire Alarm:
 Automatic Fire Alarm:
 Sprinklers:
 Entry Alarm: No

Flood Information

Zone:
 Certificate:

Miscellaneous Additional Features

Additional Information

Record Key:

**EXHIBIT “B”
“PRICE PROPOSAL”**

DRAFT



**Exhibit B -- Price Proposal for:
Fixed Price**

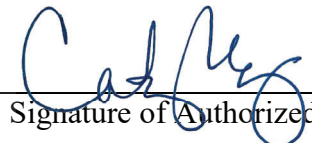
23 - 1002957

ANNUAL FIXED FEE BROKER SERVICES	Task Description	Lump Sum
Year 1	Brokerage and consulting services	\$35,000
Year 2	Brokerage and consulting services	\$36,500
Year 3	Brokerage and consulting services	\$38,000
Year 4	Brokerage and consulting services	\$39,500
Year 5	Brokerage and consulting services	\$41,000
Total for Years 1 - 5		\$ 190,000
Year 6 Optional Year 1	Brokerage and consulting services	\$42,500
Year 7 Optional Year 1	Brokerage and consulting services	\$44,000
TOTAL FOR ALL OPTIONAL YEARS		\$ 276,500
Optional Services	Task Description	Lump Sum
Property Appraisal 1 Performed in Year 2	Property Appraisal	\$10,000
Property Appraisal 2 Performed in Year 5	Property Appraisal	\$10,000
LOSS CONTROL SERVICES	No more than 40 hours of loss control service are required over the entire life of this contract.	Included
TOTAL FIXED PRICE AMOUNT:		\$296,500

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

Alliant Insurance Services, Inc.

Proposer


Signature of Authorized Person

8/30/2023
Date

Attachment: 23-1002957- PDF (10009 : Award Contract No. 23-1002957 with Alliant Insurance Services, Inc.)

Minute Action

AGENDA ITEM: 10

Date: November 8, 2023

Subject:

2023 Title VI Program Update, including Public Participation Plan and Language Assistance Plan

Recommendation:

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

Approve the 2023 Title VI Program Report, including the Public Participation Plan and Language Assistance Plan, in compliance with Federal Transit Administration requirements.

Background:

Title VI of the Civil Rights Act of 1964, as amended, protects persons in the United States from being excluded from participation in, denied benefits of, or subjected to discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

The San Bernardino County Transportation Authority's (SBCTA) commitment to ensuring that its services are delivered and implemented in accordance with Title VI is described in the Non-Discrimination notice and procedure that were adopted by the Board of Directors on February 3, 2016 and updated on May 6, 2020. The existing practices conform to Caltrans' requirements for implementing Title VI and the Americans with Disabilities Act (ADA) regulations. However, as a recipient of Federal Transit Administration (FTA) funds, requirements for implementing Title VI are more extensive and include the adoption of a Title VI Program under the guidelines set forth in FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

SBCTA is unique in that it is a recipient of FTA funds (through the Transit and Rail Program); however, it is not a transit operator, direct recipient, or a Metropolitan Planning Organization (MPO). Nevertheless, since FTA funds were utilized for the development of various SBCTA projects, the FTA Title VI requirements and guidelines apply. The institution-wide application of Title VI has been emphasized at recent FTA workshops since the Circular was revised in 2016 with the assertion that Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are federally funded. *"Recipients are responsible for ensuring that all of their activities are in compliance with Title VI. In other words, a recipient may engage in activities not described in the Circular, such as a ridesharing program, roadway incident response program or other programs not funded by FTA, and those programs must also be administered in a nondiscriminatory manner."* (Circ. 4702.1B, Ch. II-1)

The Circular has general requirements and guidelines for all recipients and additional requirements for fixed route transit providers, states, and MPOs. As the regional transportation planning agency and county transportation commission, only the general requirements and guidelines, as listed below, are applicable to SBCTA.

Entity: San Bernardino County Transportation Authority

1. **Title VI Notice to the Public** – A notice shall be posted in public locations and website including language that the recipient complies with Title VI and instructions on how to file a Title VI complaint to the Commission and directly to the FTA.
2. **Title VI Complaint Procedures and Complaint Form** – Procedures on filing a complaint shall be developed for investigating and tracking Title VI complaints. A complaint form must also include the necessary information and questions to conduct an investigation.
3. **List of transit-related Title VI investigations, complaints, or lawsuits** – FTA requires that files of investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, or national origin in transit-related activities and programs be maintained for three years and a list of cases be held for five years.
4. **Public Participation Plan** – An established process or plan shall promote inclusive public participation and describe the proactive strategies, procedures, and desired outcomes of a recipient's public participation activities.
5. **Language Assistance Plan** – Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of its programs or activities for persons who are limited-English proficient.
6. **A table depicting the membership on non-elected committees and councils, broken down by race** – This pertains to the transit-related, non-elected planning boards, advisory councils or committees.
7. **Monitoring procedures for sub recipients** – Primary recipients are responsible for establishing monitoring procedures for its sub recipients who are extended federal funds, unless the sub recipient is also a direct recipient of FTA funds.
8. **Title VI equity analysis for the site and location of facilities** – "Facilities" included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. Recipients are required to complete an equity analysis, including the impacts of various siting alternatives, during the planning stage with regard to where a project is located or sited to ensure that the location is selected without regard to race, color, or national origin.
9. **Documentation that the governing board has reviewed and approved the Title VI Program** – A copy of meeting minutes or a resolution must be submitted with the Title VI Program Report.

SBCTA's Title VI Program was last updated in 2020 and is required to be updated every three years, or as necessary, when guidelines are revised or as compliance reviews require. The 2023 Title VI Program Report is being provided as a separate attachment.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Colleen Franco, Director of Management Services

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Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

San Bernardino County Transportation Authority Title VI Program

Prepared for the Federal Transit Administration
In accordance with FTA Circular 4702.1B



1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

This document was prepared by AMMA Transit Planning on behalf of San Bernardino County Transportation Authority (SBCTA). This Title VI Program complies with Title VI of the Civil Rights Act of 1964, including new provisions detailed in the U.S. Department of Transportation's FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

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Attachments

Attachment A: Title VI Vital Documents
Attachment B: Spanish Title VI Vital Documents
Attachment C: SBCTA Public Participation Plan
Attachment D: SBCTA Language Assistance Plan

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Introduction and Purpose

Title VI of the Civil Rights Act of 1964 protects persons in the United States from being excluded from participation in, denied the benefits of or subjected to discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance. The Federal Transit Administration (FTA), under the Federal Department of Transportation (DOT), requires recipients to adopt a Title VI Program pursuant to FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

A recipient of FTA funds, San Bernardino County Transportation Authority (SBCTA) is committed to ensuring that its services are delivered and implemented in accordance with Title VI and other non-discriminatory regulations. SBCTA also complies with non-discriminatory regulations at the state level and ensures that its programs and services comply with Title VI, whether federally funded or not.

The Circular has general requirements for all recipients and additional guidelines for Fixed-Route Transit Providers, States and Metropolitan Planning Organizations (MPOs). As the Regional Transportation Planning Agency (RTPA), County Transportation Commission (CTC) and Council of Governments (COG) for San Bernardino County, only the general requirements and guidelines are applicable to SBCTA, and they are as follows:

- 1) Title VI Notice to the Public
- 2) Title VI Complaint Procedures
- 3) Title VI Complaint Form
- 4) List of transit-related Title VI investigations, complaints or lawsuits
- 5) Public Participation Plan
- 6) Language Assistance Plan
- 7) A table depicting the membership on nonelected committees broken down by race
- 8) Monitoring procedures for subrecipients
- 9) Title VI equity analysis for the site and location of facilities
- 10) Documentation that the governing board has reviewed and approved the Title VI Program

The following sections of this report document how SBCTA is in compliance with each requirement.

Background of SBCTA

San Bernardino Associated Governments (SANBAG) is a cooperative association of governments formed in 1973 pursuant to a Joint Exercise of Powers Agreement (JPA). Prior to Jan. 1, 2017, SANBAG operated in various capacities: congestion management agency, local transportation authority, service authority for freeway emergencies and County Transportation Commission (collectively, the "San Bernardino County Consolidated Agencies"). The San Bernardino County Transportation Authority Consolidation Act of 2017 consolidated those agencies into one entity, the San Bernardino County Transportation Authority (SBCTA), effective Jan. 1, 2018 (Public Utilities Code §§ 130800 et seq.). SANBAG continues to exist as a JPA, functioning as a council of governments, but no longer has any transportation-related function.

Serving nearly 2.2 million residents of San Bernardino County, the SBCTA is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. The SBCTA administers Measure I, the half-cent transportation sales tax first approved by County voters in 1989, and supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies.

Title VI Notice to the Public

Recipients must notify beneficiaries of protections under Title VI by posting a notice in public locations that confirms that the recipient complies with Title VI and provides instructions on how to file a Title VI complaint to SBCTA and directly to the FTA.

The following Notice to the Public is available at:

- SBCTA's website: <https://www.gosbcta.com/about-us/about-sbcta/>
- The front desk of SBCTA's offices at 1170 West 3rd Street, San Bernardino, CA 92410.

The notice is considered a vital document and is available in Spanish, consistent with DOT limited-English proficient (LEP) guidance and SBCTA's Language Assistance Plan (LAP). The Spanish translation is also available on the website and at SBCTA's front desk. The translated Notice is provided in Attachment B.

SBCTA Title VI Notice



San Bernardino County Transportation Commission

TITLE VI NOTICE

In accordance with the requirements of Title VI of the Civil Rights Act of 1964 San Bernardino County Transportation Authority (SBCTA) will not discriminate or exclude individuals on the basis of race, color or national origin in admission to its programs, services, or activities, in access to them, in treatment of, or in any aspect of operations.

SBCTA will not tolerate discrimination by a SBCTA employee or recipients of Federal funds such as cities, counties, contractors, consultants, suppliers, planning agencies and any other recipients of federal-aid highway funds.

Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with SBCTA. For more information on SBCTA's Title VI program, and the procedures to file a complaint, contact:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715
Phone: (909) 884-8276
California Relay Service 7-1-1 (for TTY users)

Or visit SBCTA's website: www.gosbcta.com

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Avenue., SE, Washington, DC 20590.

Anyone who requires an auxiliary aid or translating service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of SBCTA, should contact SBCTA at (909) 884-8276. Requests must be received no later than 72 hours before the schedule event. SBCTA will take reasonable steps to ensure that all individuals have meaningful access to programs, services, and information free of charge.

SBCTA – Title VI Notice 2/23

Title VI Complaint Procedures and Complaint Form

Recipients are required to develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public. Recipients also must develop a Title VI complaint form and make this form available.

SBCTA's Complaint Procedures and Complaint Form are provided in Attachment A.

These documents are available on SBCTA's website and at the front desk of SBCTA's offices at 1170 West 3rd Street, San Bernardino, CA 92410. In addition to the Public Notice, the Complaint Procedures and Complaint Form are considered vital documents and are, therefore, available in Spanish, consistent with the DOT LEP Guidance and SBCTA's LAP. The Spanish version of these forms is provided in Attachment B.

List of Transit-Related Title VI Investigations, Complaints or Lawsuits

FTA requires that files of investigations, complaints or lawsuits that pertain to allegations of discrimination on the basis of race, color or national origin in transit-related activities and programs be maintained for three years and a list of cases be held for five years. That list should be reported in the Title VI Program.

SBCTA received one Title VI complaint in 2021. The complaint was investigated following SBCTA's policies and was determined not to be a Title VI issue.

SBCTA Title VI Complaint Log

<i>Complaint No.</i>	<i>From</i>	<i>Date Received</i>	<i>Date Responded</i>
002	Stephen Wayne Rogers 820 Church Street Redlands, CA 92374 (909) 556-1988	2/11/21	2/22/21 - email from Tim Watkins

Public Participation Plan

Recipients are required to promote inclusive public participation and seek out and consider the needs and input of the general public, including interested parties and those traditionally underserved by existing transportation systems, such as minority and LEP persons.

The Public Participation Plan is the established process or plan that describes the proactive strategies, procedures and desired outcomes of a recipient's public participation activities. Consistent with federal guidelines, SBCTA developed its Public Participation Plan by undertaking a demographic analysis of the population(s) affected, the type of plan, program and/or service under consideration, and the resources available to the Commission.

The Public Participation Plan is provided in Attachment C.

Language Assistance Plan

Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information and other important portions of its programs or activities for limited English proficient (LEP) populations. FTA Circular 4702.1B details the components of the Language Assistance Plan (LAP), including the Four Factor Analysis, which provides a careful analysis of LEP persons that the recipient may encounter to determine the specific language services that are appropriate to provide.

SBCTA undertook the Four Factor Analysis and developed appropriate language assistance planning and services based on the results. The resultant LAP will assist SBCTA in effectively implementing the requirements and communicating with LEP individuals.

The Language Assistance Plan is provided in Attachment D.

Membership of Nonelected Committees and Councils

Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar bodies, in which the membership is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees or councils. SBCTA has one transit-related committee that is applicable to this requirement: PASTACC, the Public and Specialized Transportation Advisory Coordination Council.

PASTACC functions as San Bernardino County's *Social Services Transportation Advisory Council* and was formed in response to the 1979 Social Services Transportation Improvement Act (AB 120), codified as the requirements of the Social Services Transportation Advisory Council mandated by TDA

Article 3 §99238. PASTACC's statutory purposes include participation in the annual Unmet Needs Hearing Process, including reviewing and approving recommended actions. Beyond that, PASTACC participates in various federal grant processes.

The TDA stipulates the membership of this body:

- 1) One representative of a potential transit user 60 years of age and older;
- 2) One representative of a potential transit user who is disabled;
- 3) Two representatives of the social service providers for seniors;
- 4) Two representatives of the social service providers for the disabled, including one representative of a social service transportation provider, if one exists;
- 5) One representative of a social service provider for persons of limited means; and
- 6) Two representatives of a Consolidated Transportation Service Agency(s), designated as such pursuant to subdivision (a) of Section 15975 of the Government Code, including one representative from an operator, if one exists.

PASTACC Membership

PASTACC's membership structure is comprised of two tiers of members:

- 1) Appointed members with voting authority
- 2) Invited, voluntary non-voting participants

This form of membership ensures PASTACC has authority to support its recommendations while maintaining its commitment to open dialogue, coordination and exchange of information.

Appointed Members

PASTACC appointments will be consistent with requirements mandated for social service transportation advisory committees, as detailed in TDA Article 3 §99238. PASTACC's appointed members will include two categories:

- 1) Five Standing Members (Transit Agencies)
 - Basin Transit
 - Mountain Transit (Mountain Area Regional Transit Authority)
 - Needles Transit Services, City of Needles
 - Omnitrans
 - Victor Valley Transit Authority

The public transit providers are organizational representatives — the general manager or a designee — expected to be standing and continuing representatives.

2) Five At-Large Members voted on by existing PASTACC membership and approved by the SBCTA Commuter Rail and Transit Committee.

- At-Large Members will include human and social service agencies serving the target population.
- It is recommended that two to three At-Large Members have a county-wide focus to their mission, with the remaining appointees having a local, community-level focus.

- There may be instances where an individual, who is not affiliated with an organization but has a longstanding advocacy or knowledge-based role in PASTACC, will be appointed an At-Large membership.

Racial diversity, as well as diversity of clientele, and areas of the County are considered when considering At-Large Membership appointments.

Non-Voting Participants

Non-Voting Members, or invited participants, represent a voluntary, participatory "sustaining" body that will support the Appointed Members. This form of membership is open to all other public, private and nonprofit transit providers; transportation agencies; public, private and nonprofit social services agencies; county and municipalities; and other organizations serving individuals with disabilities, with limited means and/or seniors. Such interested agencies will retain membership through a mailing list and will be invited to regularly scheduled meetings to attend at their convenience and availability.

Racial Breakdown

The racial breakdown for the PASTACC Appointed Membership is as follows:

Committee / Body	African American	Asian American	Caucasian	Latino	Native American	Other
PASTACC	9%	0%	45%	45%	0%	0%

Subrecipient Compliance

If a recipient is a primary recipient, which means any FTA recipient that extends federal financial assistance to a subrecipient, then it is required to ensure that sub recipients are complying with Title VI, including the submittal of a subrecipient's Title VI documents.

As SBCTA does not have any subrecipients, this requirement is not applicable.

Title VI Equity Analysis for Determining the Site or Location of Facilities

This requirement stipulates that recipients should complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color or national origin. The equity analysis must include:

- Outreach to persons potentially impacted by the siting of facilities.
- Comparison of the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

The purpose of completing a Title VI analysis during the project development stage is to determine if a project will have disparate impacts on the basis of race, color or national origin. If such impacts exist, then the project may move forward with the proposed location if there is substantial legitimate justification for locating the project there, and there are no alternative locations that would have a less adverse impact on members of a group protected under Title VI.

For purposes of this requirement, the Circular states that “facilities” do not include bus shelters, as they are transit amenities and are covered under the additional requirements for fixed-route transit operators, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the National Environmental Policy Act (NEPA) process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

Since the last Title VI Update in 2020, no new construction has begun or facilities sited; therefore, no equity analyses were required.

Approval of the Title VI Program

All recipients are required to provide documentation, such as meeting minutes, resolutions or other appropriate documentation showing that the governing body reviewed and approved the Title VI Program prior to submission to FTA.

SBCTA's Title VI Program was reviewed and approved by the Board of Directors on approval pending.

Attachments

Attachment A: Title VI Vital Documents

Attachment B: Spanish Title VI Vital Documents

Attachment C: SBCTA Public Participation Plan

Attachment D: SBCTA Language Assistance Plan



San Bernardino County Transportation Commission

TITLE VI NOTICE

In accordance with the requirements of Title VI of the Civil Rights Act of 1964 San Bernardino County Transportation Authority (SBCTA) will not discriminate or exclude individuals on the basis of race, color or national origin in admission to its programs, services, or activities, in access to them, in treatment of, or in any aspect of operations.

SBCTA will not tolerate discrimination by a SBCTA employee or recipients of Federal funds such as cities, counties, contractors, consultants, suppliers, planning agencies and any other recipients of federal-aid highway funds.

Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with SBCTA. For more information on SBCTA's Title VI program, and the procedures to file a complaint, contact:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715
Phone: (909) 884-8276
California Relay Service 7-1-1 (for TTY users)

Or visit SBCTA's website: www.gosbcta.com

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Avenue., SE, Washington, DC 20590.

Anyone who requires an auxiliary aid or translating service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of SBCTA, should contact SBCTA at (909) 884-8276. Requests must be received no later than 72 hours before the schedule event. SBCTA will take reasonable steps to ensure that all individuals have meaningful access to programs, services, and information free of charge.

The Notice to the Public is available at:

- SBCTA's website: <https://www.gosbcta.com/about-us/about-sbcta/>
- The front desk of SBCTA's offices at 1170 West 3rd Street, San Bernardino, CA 92410.



Title VI Complaint Form

When completed, submit the original signed form or letter in person or by mail to:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715

Questions?

Phone: (909) 884-8276

California Relay Service 7-1-1 (for TTY users)

Accessible Formats Required?

Large Print _____

TDD _____

Audio Tape _____

Other? _____

1. Contact Information

Complainant's Name: _____

Address: _____

City, State, and Zip Code: _____

Home /Cell phone: _____

Work Telephone: _____

Email: _____

What are the most convenient days and times for us to contact you about this complaint?

2. Are you filing this complaint on your own behalf? ☐ No ☐ Yes If "yes," go to Number 3.

If you answered "no," provide the following information:

The name and relationship of the person for whom you are complaining:	
Please explain why you have filed for a third party:	
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party:	<input type="checkbox"/> No <input type="checkbox"/> Yes

3. Basis of Discriminatory Action(s):

Check all categories below that apply to the act(s) of discrimination.

a	<input type="checkbox"/>	Race
b	<input type="checkbox"/>	Color
c	<input type="checkbox"/>	National Origin (Please indicate your national origin.):

4. Date and place of alleged discriminatory action(s).

Include the earliest date of discrimination and the most recent date of discrimination:

Date: _____ Location: _____
Date: _____ Location: _____



Title VI Complaint Form

5. How were you discriminated against?

Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).

6. Names of individuals responsible for the discriminatory action(s):

7. Names of individuals (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint.

(Attach additional page(s), if necessary).

Name	Address	Phone Number
1.		
2.		

8. Have you previously filed a Title VI complaint with this agency? ☐ No ☐ Yes

9. Has this complaint been filed with any other Federal, State, or local investigative agency?

☐ No ☐ Yes If "yes," please provide the following information:

Agency:	
Contact Person:	
Address:	
Telephone Number:	
Date Filed:	



Title VI Complaint Form

10. Please provide any additional information that you believe would assist in the investigation:

Please sign and date this form. ▼

Signature of Complainant

Date



San Bernardino County Transportation Authority

TITLE VI COMPLAINT PROCEDURE

This Complaint Procedure is established to meet the requirements of Title VI of the Civil Rights Act of 1964. It may be used by any individual, group of individuals or entity that believes they have been subjected to discrimination on the basis of race, color, national origin in the provision of services, activities, programs, or benefits by the San Bernardino County Transportation Authority (SBCTA). SBCTA strongly prohibits retaliation on the basis of any grievance filed under this policy.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. A form is available on SBCTA's website, www.gosbcta.com, or at the SBCTA offices at 1170 W. 3rd Street, Second Floor, San Bernardino, CA 92410. Alternative means of filing complaints, such as personal interviews, computer disk, audiotape or in Braille will be made available for persons with disabilities upon request.

The complaint should be submitted as soon as possible but no later than 180 calendar days after the alleged violation to:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715
Phone: (909) 884-8276
California Relay Service 7-1-1 (for TTY users)

Once the complaint is received, SBCTA will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter, in a format accessible to the complainant, informing them whether the complaint will be investigated by SBCTA within 15 business days of receipt of the complaint.

If the complaint falls under SBCTA's jurisdiction, it will be investigated by SBCTA's Chief of Legislative and Public Affairs or designee. They have 30 business days to investigate the complaint. If more information is needed to resolve the case, the investigator may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the investigator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the

allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, they have 15 business days after the date of the letter or the LOF to appeal to the Executive Director or designee. Within 15 calendar days after receipt of the appeal, the Executive Director or designee will discuss with the complainant the complaint and possible resolutions. Within 15 calendar days after the meeting, the Executive Director or designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Chief of Legislative and Public Affairs or designee, appeals to the Executive Director or designee, and responses from these two offices will be retained by the Department of Management Services for at least three years.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.



Autoridad de Transporte del condado de San Bernardino

AVISO SOBRE EL TÍTULO VI

Conforme a los requisitos del Título VI de la Ley de Derechos Civiles de 1964 el Autoridad de Transporte del condado de San Bernardino (SBCTA) no discriminarán ni excluirán a los individuos sobre la base de raza, color u origen nacional en la admisión a sus programas, servicios o actividades, en el acceso a éstos, en el tratamiento de los individuos ni en cualquier aspecto de sus operaciones.

SBCTA no tolerará la discriminación de parte de un empleado de SBCTA o de recipientes de los Fondos Federales tales como ciudades, condados, contratistas, consejeros, proveedores, agencias de planificación y cualquier otros destinatario de los fondos de ayuda federal para autopistas.

Cualquier persona que cree que él o ella ha sido agraviado (a) por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con SBCTA. Para más información sobre el programa de Título VI de SBCTA y acerca de los procedimientos para presentar una queja, comuníquese con:

Autoridad de Transporte del condado de San Bernardino
Legislative and Public Affairs
1170 W. 3rd Street, segundo piso
San Bernardino, CA 92410-1715
Teléfono: (909) 884-8276
Servicio de Transmisión de California 7-1-1 (para los usuarios de TTY)

O visite el sitio web de SBCTA: www.gosbcta.com.

El demandante puede presentar una queja directamente ante la Administración Federal de Tránsito por medio de la presentación de la queja con la Oficina de Derechos Civiles, atención: Coordinador del programa de Título VI, edificio este, 5to piso – TCR, 1200 New Jersey Avenue., SE, Washington, DC 20590.

Cualquier persona que necesite una ayuda auxiliar o servicio de traducción para la comunicación efectiva, o una modificación de las políticas o procedimientos para participar en un programa, servicio o actividad de SBCTA, debe comunicarse con SBCTA al (909) 884-8276. Las solicitudes deben ser recibidas no más tarde de 72 horas antes del evento programado. SBCTA tomará las medidas razonables para asegurar que todos los individuos tengan un acceso significativo a los programas, servicios e información de forma gratuita.



Formulario de queja en virtud del Título VI

Una vez completado, presente el formulario o carta original firmada en persona o por correo a:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715

¿Preguntas?

Teléfono: (909) 884-8276
Servicio de Retransmisión de California 7-1-1
(para usuarios de TTY)

¿Se requieren formatos accesibles?

Letra grande _____
TDD _____
Cinta de audio _____
¿Otro? _____

1. Información de contacto

Nombre de la persona que presenta la queja: _____

Dirección: _____

Ciudad, estado y código postal: _____

Teléfono fijo/celular: _____

Teléfono del trabajo: _____

Correo electrónico: _____

¿Cuáles son los días y horarios más convenientes para que lo contactemos en relación con esta queja?

2. ¿Presenta esta queja en su propio nombre? ☐ No ☐ Sí Si la respuesta es “sí,” vaya al Número 3.

Si respondió “no,” proporcione la siguiente información:

El nombre y la relación de la persona para la cual usted está presentando la queja:	
Por favor, explique por qué ha presentado una queja en nombre de un tercero:	
Por favor, confirme que ha obtenido el permiso de la parte agraviada si usted está presentando una queja en nombre de un tercero.	<input type="checkbox"/> No <input type="checkbox"/> Sí

3. Base de la(s) acción(es) discriminatoria(s):

Marque todas las categorías a continuación que correspondan al acto o los actos de discriminación.

a	<input type="checkbox"/>	Raza
b	<input type="checkbox"/>	Color
c	<input type="checkbox"/>	Origen nacional (Por favor, indique su origen nacional.):



Formulario de queja en virtud del Título VI

4. Fecha y lugar de la(s) presunta(s) acción(es) discriminatoria(s).

Incluya la fecha más temprana de discriminación y la fecha más reciente de discriminación.

Fecha: _____ Lugar: _____

Fecha: _____ Lugar: _____

5. ¿Cómo fue discriminado?

Describa la naturaleza de la acción, decisión o condiciones de la presunta discriminación. Explique de la manera más clara posible qué ocurrió y por qué usted considera que su estatus de protección (base) fue un factor en la discriminación. Incluya cómo otras personas fueron tratadas de manera distinta a usted. (Adjunte página(s) adicionales si es necesario).

6. Nombres de las personas responsables de la(s) acción(es) discriminatoria(s):

7. Nombres de las personas (testigos, compañeros de empleo, supervisores u otros) a quienes podemos contactar para obtener información adicional para respaldar o clarificar su queja.

(Adjunte página(s) adicionales si es necesario).

	Nombre	Dirección	Número de teléfono
1.			
2.			

8. ¿Ha presentado anteriormente una queja en virtud del Título VI ante este organismo?

☐ No ☐ Sí



Formulario de queja en virtud del Título VI

9. ¿Esta queja ha sido presentada con algún otro organismo de investigación federal, estatal o local?

☐ No ☐ Sí Si la respuesta es “sí,” por favor brinde la siguiente información:

Organismo: _____
 Persona de contacto: _____
 Dirección: _____
 Número de teléfono: _____
 Fecha de presentación: _____

10. Proporcione cualquier información adicional que considere que ayudaría en la investigación.

Firme y feche este formulario. ▼

Firma de la persona que presenta la queja

Fecha



San Bernardino County Transportation Authority
(Autoridad de Transporte del Condado de San Bernardino)
**PROCEDIMIENTO DE PRESENTACIÓN DE
QUEJAS EN VIRTUD DEL TITULO VI**

Este Procedimiento de Presentación de Quejas se establece para cumplir con los requisitos del Título VI de la Ley de Derechos Civiles de 1964. Puede ser utilizado por cualquier persona, grupo de personas o entidad que considere que ha sido sometida a discriminación por motivos de raza, color u origen nacional en la provisión de servicios, actividades, programas o beneficios por parte de la Autoridad de Transporte del Condado de San Bernardino (*San Bernardino County Transportation Authority*, SBCTA). La SBCTA prohíbe enérgicamente las represalias a causa de cualquier queja presentada en virtud de esta política.

La queja debe presentarse por escrito y debe contener información sobre la presunta discriminación, como el nombre, la dirección, el número telefónico de la persona que presenta la queja y el lugar, la fecha y la descripción del problema. Hay disponible un formulario en el sitio web de la SBCTA, www.gosbcta.com, o en las oficinas de la SBCTA en 1170 W. 3rd Street, Second Floor, San Bernardino, CA 92410. Se pondrán a disposición medios alternativos de presentación de quejas, como entrevistas personales, disco de computadora, cinta de audio o en Braille para personas con discapacidades previa solicitud.

La queja debe presentarse lo antes posible, a más tardar 180 días calendario después de la presunta violación a:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715
Teléfono: (909) 884-8276
Servicio de Retransmisión de California 7-1-1 (para usuarios de TTY)

Una vez recibida la queja, la SBCTA la revisará para determinar si nuestra oficina tiene jurisdicción. La queja recibirá una carta de reconocimiento, en un formato accesible para la persona que presenta la queja, en la que se le informará si la queja será investigada por la SBCTA dentro del plazo de 15 días laborables a partir de la recepción de la queja.

Si la queja corresponde a la jurisdicción de la SBCTA, será investigada por el Jefe de Asuntos Legislativos y Públicos o persona designada. Tienen 30 días laborables para investigar la queja. Si se necesita más información para resolver el caso, el investigador podrá contactar a la persona que presentó la queja. La persona que presentó la queja tiene 15 días a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si la persona que presenta la queja no se pone en contacto con el investigador o no le hace llegar la información adicional dentro del plazo de 15 días laborables, el investigador puede cerrar el caso administrativamente. Un caso también puede ser cerrado administrativamente si la persona que presenta la queja ya no desea llevar adelante su caso.

Después de que el investigador revisa la queja, emitirá una de dos cartas a la persona que presentó la queja: una carta de cierre o una carta de determinación (LOF, por sus siglas en inglés). Una carta de cierre resume las acusaciones y en ella se establece que no existió una violación en virtud del Título VI y que el caso será cerrado. Una LOF resume las acusaciones y las entrevistas en relación con el presunto incidente y explica si se tomarán medidas disciplinarias, si el miembro el personal recibirá capacitación adicional o si se tomará otra medida.

Si la persona que presentó la queja desea apelar la decisión, tiene 15 días laborables a partir de la carta o la LOF para apelar ante el Director Ejecutivo o persona designada. Dentro del plazo de 15 días calendario a partir de la recepción de la apelación, el Director Ejecutivo o persona designada discutirá la queja y las posibles resoluciones con la persona que la presentó. Dentro del plazo de 15 días calendario a partir de la reunión, el Director Ejecutivo o persona designada responderá por escrito y, cuando corresponda, en un formato accesible para la persona que presentó la queja, con una resolución final de la queja.

Todas las quejas escritas recibidas por el Jefe de Asuntos Legislativos y Públicos o persona designada, las apelaciones al Director Ejecutivo o persona designada y las respuestas de estas dos oficinas serán retenidas por el Departamento de Servicios de Gestión durante por lo menos tres años.

Una persona también puede presentar una queja directamente ante la Administración Federal de Transporte (Federal Transit Administration), en la Oficina de Derechos Civiles de la FTA, 1200 New Jersey Avenue SE, Washington, DC 20590.

Attachment C

San Bernardino County Transportation Authority Public Participation Plan

Prepared for the Federal Transit Administration (FTA)
in accordance with FTA Circular 4702.1B



1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

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I. Introduction

Purposes of This Plan

This Public Participation Plan is intended to satisfy Title VI requirements as expressed in the Federal Transit Administration (FTA) Circular 4702.1B. Recipients are required to promote inclusive public participation and seek out and consider the needs and input of the general public, including interested parties and those traditionally underserved by existing transportation systems, such as minority and Limited English Proficient (LEP) persons.

The Public Participation Plan is the established process or plan that describes the proactive strategies, procedures and desired outcomes of a recipient's public participation activities. This Plan will provide direction for the Commission's public processes, allowing public input for the planning process and for San Bernardino County Transportation Authority's (SBCTA) programs, projects and activities to all members of San Bernardino County, including citizens, organizations and public agencies. Finally, it will develop specific strategies inclusive of low-income, minority, LEP and underrepresented individuals. This Plan will augment and enrich existing outreach documents, such as the General Outreach Plan and the Short Range Transit Plan (S RTP) Public Participation Plan. These plans can be found on the SBCTA website under "Title VI Compliance" at <https://www.gosbcta.com/about-us/about-sbcta/>.

SBCTA developed its Public Participation Plan by considering the demographic analysis of the population(s) affected; the type of plan, program and/or service under consideration; and the resources available to the Commission.

Desired Outcomes

This Plan details SBCTA's public participation goals, as well as strategies that will be implemented to assist in meeting these goals. From these efforts, SBCTA anticipates the following outcomes:

- Delivery of quality transportation projects and trustworthy, accurate and timely public information.
- Implementation of proactive strategies to bring enhanced awareness and increased access for minority individuals, LEP individuals, low-income individuals and additional underrepresented and underserved individuals.
- Participation and representation from a diverse range of perspectives in the transportation planning process.

Federal and State Requirements

Title VI and Federal Authority

Title VI of the Civil Rights Act of 1964 protects persons in the United States from discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance. Under the Department of Transportation (DOT), the FTA requirements for implementing Title VI include the adoption of a Title VI Program report pursuant to FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. As a recipient of FTA funds under the federal DOT, SBCTA has developed its own Public Participation Plan in compliance with FTA Circular 4702.1B.

Public Participation Background

SBCTA undertakes public outreach for its capital projects.

For capital projects, general outreach efforts are undertaken by the Office of Legislative and Public Affairs with assistance by assigned subcontractors for each project. A General Outreach Plan was developed by the Office of Legislative and Public Affairs to outline outreach needs to be provided by all Construction Management — Public Relations subcontractors. It is available at <https://www.gosbcta.com/about-us/about-sbcta/>.

Using the General Outreach Plan as a baseline, a specialized Public Participation Plan is designed for each project by the assigned subcontractor and/or SBCTA's Office of Legislative and Public Affairs. This Public Participation Plan provides strategies and techniques to supplement the General Outreach Plan, specifically techniques to engage low-income, minority, LEP and underrepresented individuals.

Current SBCTA projects the public may recognize include:

- SR 60 Central Avenue Widening
- SR 210 Lane Addition/Base Line Interchange
- I-10 Corridor Project
- I-10 Truck Climbing Lane
- I-10 Express Lanes
- I-15 Express Lanes
- I-10 Cedar Avenue Widening and Improvements
- I-10 Mount Vernon Improvement
- Mt. Vernon Bridge Rebuild
- North First Avenue Bridge Replacement
- West Valley Connector (BRT)
- Metrolink San Bernardino Line Double Track Project (Lilac to Rancho)
- Zero-Emission Multiple Unit (ZEMU) Vehicles and Facilities
- 1-215 University Parkway
- Tunnel to Ontario International Airport Project
- US 395 Freight Mobility and Safety Project

Like capital projects, outreach for non-capital transit projects traditionally is undertaken by or in conjunction with a subcontractor, often a firm specializing in transit-related public participation. Transit-related projects that involve public participation may include the:

- Coordination Plan Process
- Public and Specialized Transit Advisory Coordination Council (PASTACC)
- Annual Countywide Unmet Transit Needs Hearing
- Short Range Transit Plan (S RTP)

As the County Transportation Commission (CTC), SBCTA develops the regional S RTP to guide the development of transit services, evaluate existing services and identify proposed new services by SBCTA and the County's transit operators over a five-year period. A specific S RTP Public Participation Plan was developed in 2014 to guide the outreach needed to fulfill S RTP requirements. This document will enhance that Plan, ensuring that minority, LEP and other traditionally underserved populations are included in the planning process.

II. San Bernardino County Demographics

San Bernardino County is the largest county in the contiguous United States, covering more than 20,000 square miles of land, with 24 cities in the County and multiple unincorporated areas. The County is diverse in both geography and populations. It is the fifth most populous county in California with 2,194,710 individuals, according to the 2021 American Community Survey (ACS) 5-Year Estimates. This section reports on demographics of particular interest to SBCTA's Title VI and public participation requirements: minority and LEP populations.

Minority Individuals

San Bernardino County is racially and ethnically diverse. Table 1 presents the racial and ethnic makeup of the County. While 51% of the population identifies as White alone, according to the 2021 ACS 5-Year Estimates, over half of individuals (55%, or 1.2 million) are Hispanic or Latino (may be of any race). The next largest proportions of residents are Black or African-American individuals, at 8% of the County population, and Asian individuals at 7% of the County population.

Table 1, San Bernardino County Racial and Ethnic Makeup

San Bernardino County, CA		
Race and Ethnicity	Estimate	Percent of Total
<i>Total</i>	<i>2,171,071</i>	<i>100%</i>
White alone	1,101,227	51%
Black or African American alone	174,169	8%
American Indian and Alaska Native alone	23,371	1%
Asian alone	162,796	7%
Native Hawaiian and Other Pacific Islander alone	7,021	0%
Some other race alone	433,046	20%
Two or more races	269,441	12%
Hispanic or Latino	1,184,955	55%

Sources: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates, Tables B02001 and B03003

SBCTA reviewed the minority populations for each region in San Bernardino County to understand where these communities are located throughout the County. This analysis was done at the Census Tract and Block Group levels using ACS 2020 5-Yr Estimates, the most reliable and current Census source providing minority information at the Census Tract and Block Group levels. Minority population count tabulations were developed for each County Census Tract. These were derived by subtracting the Caucasian population from each tract to arrive at the non-white, minority population counts. FTA Title VI guidance defines minority person as an individual of any of the following groups: American Indian and Alaska Native, Asian, Black or African American, Hispanic or Latino, or Native Hawaiian or Other Pacific Islanders.

These demographic maps are provided in Appendix A. A summary of findings is provided here:

- In the Barstow area, the highest concentrations (86%) of minority populations are located in North Barstow area, north of I-15 and east to Highway 58. The next highest concentrations of minority individuals make up 55% to 64% of the populations and are found south of I-15 within the City of Barstow and in the north east portion of the Barstow Area Transit service area.
- The High Desert area of San Bernardino is home to many minority populations, with the largest concentrations located in Adelanto, Hesperia and Victorville. The minority populations there make up 55% to 86% of the respective populations.
- In the Morongo Basin, there are pockets of minority populations throughout the region, particularly outside of City limits. The largest concentrations of minority populations, making up about 46% of the population, are found in the city of Twentynine Palms.
- In the Mountain Area, there are minority populations throughout the region, making up 55% to 86% of the respective populations.
- In the Needles area, populations outside of City limits are predominantly minority, making up 46% of the area's population. Within City limits, non-white individuals make up about 34% of the population.
- There are many minority populations within the Valley region of San Bernardino County. As demonstrated by the map in Appendix A, each city within the Valley has pockets of minority populations comprising at least 34% up to 86% of the population.

Limited English Proficient (LEP) Individuals

As documented in SBCTA's Language Assistance Plan, there are several LEP groups in San Bernardino County that meet the Department of Justice's Safe Harbor Provision. The Safe Harbor Provision stipulates that written translation of vital documents for each eligible LEP language group that constitutes 5%, or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligation. SBCTA's Language Assistance Plan details how SBCTA will provide language assistance to these populations. This information is included here to further detail the diverse populations that comprise San Bernardino County.

A thorough analysis of LEP populations in the County was conducted to develop SBCTA's Language Assistance Plan, consistent with FTA Title VI requirements. This analysis found that Spanish-speaking LEP individuals are the LEP population most frequently contacting SBCTA and accessing SBCTA's programs and services.

Table 2 provides information from the 2020 American Community Survey 5-Year Estimates demonstrating the 12 LEP groups in San Bernardino County. Fifteen percent of the total population —

or 294,960 individuals — are limited English proficient. The largest group of LEP individuals is Spanish speakers, who comprise 12% of the County's population and number 232,270 individuals. Although no other LEP group reaches 5% of the population, eight additional LEP groups number more than 1,000 persons. Each of these groups comprises 1% or less of the County's total population.

Table 2, San Bernardino County LEP Populations

San Bernardino County, CA		
Speaks English Less than "Very Well"	Estimate over 5 years old	Percent of Total
<i>Total Population</i>	<i>2,009,812</i>	<i>100%</i>
Spanish	232,270	12%
Chinese (incl. Mandarin, Cantonese)	20,772	1%
Tagalog (incl. Filipino)	8,058	0%
Other Asian and Pacific Island languages	7,915	0%
Vietnamese	6,236	0%
Korean	5,843	0%
Other Indo-European languages	5,841	0%
Arabic	4,975	0%
Other and unspecified languages	1,512	0%
Russian, Polish, or other Slavic languages	880	0%
German or other West Germanic languages	363	0%
French, Haitian, or Cajun	295	0%
Total Limited English Proficient Individuals	294,960	15%

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates, Table C16001

Finally, SBCTA analyzed the LEP population for each City that is a member of the SBCTA Board. A detailed list of all the LEP populations is provided in Appendix B. A summary is provided in Table 3. The majority (88%) of these 24 cities have LEP populations over 5%. The City of San Bernardino has the largest LEP population with 52.2% of the City's population comprised of LEP individuals. Table 3 also demonstrates the percentage change in the LEP population for each City from the last Title VI Program Update. Notably, 14 of the 24 cities show a reduction in LEP populations from the 2015 ACS population counts.

Table 3, LEP Population of Each SBCTA Board Member City

City (SBCTA Board Members)	Limited English Proficient (LEP) Speakers All Languages		
	2011-2015 ACS 5-Year Estimates	2017-2021 ACS 5-Year Estimates	Percent Change
Adelanto	17.8%	14.6%	-18.0%
Apple Valley	4.5%	7.6%	69.3%
Barstow	8.5%	6.4%	-24.3%
Big Bear Lake	7.5%	4.5%	-39.6%
Chino	13.5%	16.1%	19.7%
Chino Hills	13.2%	17.3%	31.4%
Colton	20.2%	19.3%	-4.4%
Fontana	23.1%	17.5%	-24.3%
Grand Terrace	8.6%	7.7%	-10.2%
Hesperia	10.9%	12.1%	10.8%
Highland	0.3%	14.4%	5233.3%
Loma Linda	15.2%	11.9%	-21.8%
Montclair	26.3%	24.4%	-7.0%
Needles	2.7%	2.0%	-25.4%
Ontario	24.2%	22.5%	-7.1%
Rancho Cucamonga	11.9%	11.5%	-3.3%
Redlands	6.2%	8.1%	31.7%
Rialto	22.3%	19.6%	-12.2%
San Bernardino	21.1%	52.2%	147.2%
Twentynine Palms	2.6%	14.2%	437.9%
Upland	12.5%	10.4%	-16.7%
Victorville	13.7%	14.1%	3.0%
Yucaipa	6.4%	6.0%	-5.5%
Yucca Valley	3.4%	4.2%	23.9%

Sources: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates, Table S1601;
2011-2015 American Community Survey 5-Year Estimates, Table S1601

III. Public Participation Strategies and Tools

Public Participation Goals and Strategies

This section details SBCTA's public participation goals and strategies for achieving each goal. Selected strategies may be used according to specific project needs.

Goal 1: Provide all interested parties and stakeholders early and multiple opportunities for involvement in the transportation planning process.

Strategies

- Provide adequate public notice of public participation opportunities and activities, and time for public review of regionally significant plans and documents.
- Utilize all channels of outreach for promoting public participation opportunities, including, but not limited to, the SBCTA website and social media, PASTACC, Southern California Associated Governments (SCAG), and County transit providers' promotional channels.
- Evaluate plans, programs and projects to determine the most appropriate and effective tools and strategies for public and agency involvement and outreach.
- Provide opportunities to comment on draft planning documents to affected agencies and parties.
- Make transportation planning documents available for viewing on the SBCTA website and at key locations throughout the County, as appropriate.
- During the transportation planning process, SBCTA shall conduct open public meetings in accordance with the Brown Act (CGC Sec. 54950 et seq.).

Goal 2: Ensure access to the transportation planning process and transit information for all members of the community; ensure that a wide range of perspectives will be heard so that planning outcomes reflect the needs of the region's diverse communities.

Strategies

- Develop information materials that are easily understood and translated for appropriate audiences and make them accessible at meetings and on the SBCTA website.
- Make notices and announcements that are attractive and eye-catching.
- Plan workshops and/or public hearings at convenient venues and times across the region; ensure venues are accessible to the public.
- When appropriate, provide information on regionally significant plans and projects to the local media for distribution and promotion.
- Maintain the SBCTA website with current transportation planning activities, including reports, plans, agendas and minutes for PASTACC meetings.

- When appropriate, present information about specific plans and projects at public forums, such as City Council and Board of Supervisors meetings for increased public and governmental awareness.
- When identifying locations for community outreach activities, prioritize locations that are accessible by public transit.
- Make every effort to accommodate requests for accessibility opportunities, including physical accessibility to public meetings as well as accessibility to information in LEP languages and alternative formats.
- Encourage early involvement in the transportation planning process by providing timely notification and access to information.
- Utilize citizen and/or agency advisory groups as a means of providing input to the transportation planning process.
- Identify key individuals, organizations and community organizations that may be interested in or affected by a plan or program; include this list in any mail or email distribution.
- Collaborate with San Bernardino County transit providers to facilitate and promote public participation opportunities.
- Maintain the Transportation Network, a list of key stakeholders updated on an annual basis, through a mail survey and e-survey. The agencies and organizations on the Network include nonprofits, human and social services, private transportation companies, public agencies and specialized transit providers.

Goal 3: Engage with and increase opportunities for participation for those traditionally underrepresented and/or underserved, including low-income, minority, persons with disabilities and LEP populations.

Strategies

- Make commenting on plans convenient and accessible to the public and stakeholders; enable comments to be made at public meetings and workshops, via email or online commenting forms, or by telephone.
- Offer vital information, such as notices and announcements, in alternative languages, as appropriate and feasible. When considering translation and interpretation needs, the SBCTA Language Assistance Plan will be consulted for strategies and procedures. Translated information shall be made available on the SBCTA or project-specific website(s), at public meetings and workshops, and at key locations across the County, as appropriate and feasible.
- Translated notices, announcements and other vital information should be posted on San Bernardino County transit operators' buses and at transfer centers, as appropriate and feasible.
- When appropriate, utilize alternative media outlets that may target minority, LEP or underserved segments of the community.
- Continue expanding the contact list with agencies, organizations and stakeholders that work with LEP communities.

Updating the Public Participation Plan

SBCTA's public participation goals and strategies will be reviewed as necessary and results will be considered in preparation of the three-year Title VI Plan adoption. Based on the effectiveness of strategies and the potential changes to San Bernardino County's demographics and outreach resources, strategies may be modified and new strategies may be added to enhance the public participation process.

The following indicators may be used in reviewing and determining the effectiveness of these goals and strategies:

- Number of newspaper ads and public notices;
- Number of press releases, public service announcements and news articles;
- Number of public meetings and workshops;
- Number and demographics of participants at public meetings and workshops;
- Number of hits to the SBCTA website and project-specific websites;
- Number of comments received during the public comment period for projects and programs;
- Number of requests for translated materials;
- Number and content of materials' translation;
- Revisions to plans or projects based on public and agency input; how comments influenced the planning process.

IV. Summary of Public Participation Activities

FTA Title VI guidance requires a summary of outreach efforts made since the last Title VI Program submission. The following list provides a summary of capital project- and transit-related public outreach undertaken since SBCTA's 2020 submittal.

Capital Projects Public Participation

Project-specific outreach efforts

- Groundbreaking/ribbon-cutting events — These events are open-to-the-public and feature outreach materials about the project, presentations by elected officials and media interviews.
 - I-10/Cedar Avenue Interchange Project Groundbreaking, January 2023
 - North First Avenue Bridge Project Groundbreaking, January 2023
 - Arrow Ribbon Cutting Ceremony, October 2022
 - I-10 Express Lanes Groundbreaking in 2020. This effort was recognized by the Public Relations Society of America – Inland Empire Chapter for how SBCTA modified its in-person event to a virtual groundbreaking enabling thousands the opportunity to attend.
 - Redlands Passenger Rail Project Updates

- Project-related public meetings— These events may be virtual webinars or workshops, or open house-style meetings with project personnel providing information about the expected construction activities (e.g., display material, handouts, one-on-one dialogue)
 - I-10/Cedar Avenue Interchange Project Webinars
 - SR 210 Lane Addition and Base Line Interchange Project Webinar series
 - Virtual public meeting for the Tunnel to Ontario International Airport Project in July, 2022
 - Interstate 10 Express Lanes Project Webinar Series
 - I-10/Mt. Vernon Virtual Open House, July 2021
- Project-specific public notices
 - Traffic information for all active projects
 - Community impact mitigation notices
 - Project information on SBCTA's website

Community Events and Other Public Outreach

- goSBCTA Newsletter
- West Valley Connector related activities
- On-the-Go Commuter Newsletter
- Redlands Passenger Rail Project (Arrow) won the Innovative Transportation Solutions Award at the Women's Transportation Seminar-Inland Empire Annual Dinner
- SBCTA received two awards for the I-10 Express Lanes Project from the California Association of Public Information Officials (CAPIO)
- Hosted Business 2 Business Expo on September 29, 2022
- Christmas Toy Drive in December hosted with Time for Change Foundation and Valley College
- Community BBQ with Time for Change Foundation and Valley College
- Mt. Vernon Business Outreach Program: "shop local" messaging includes bilingual (English and Spanish) brochure highlighting local businesses north and south of the former bridge. The brochure was recently distributed door-to-door to 7,000 residents and businesses in the local community and included a directory of more than 50 local businesses. Launched February 2022; will continue throughout duration of bridge project, late 2024)
- September 2021 online survey about mobility improvements
- San Bernardino County operators Health and Safety Pledge campaign

Transit-Related Public Participation

San Bernardino County Transportation Network

The Transportation Network is a list of key stakeholders concerned with public transit and other mobility needs of older adults, persons with disabilities, persons of limited means and veterans. These entities are nonprofits, human and social services, private transportation companies, public agencies and specialized transit providers that work with a diverse range of clients throughout San Bernardino County. The Network is updated regularly, usually through an e-survey. Transit-related information, notices and announcements — particularly public participation opportunities — are sent to this Network via emails and physical mail, when those addresses exist.

Public and Specialized Transportation Advisory and Coordination Council

The Public and Specialized Transportation Advisory and Coordination Council, or PASTACC, serves as SBCTA's Social Services Transportation Advisory Council (SSTAC), assisting SBCTA in complying with Transportation Development Act (TDA) Section 99238. The TDA provides direction for administering both the Local Transportation Fund and State Transit Assistance funds for bus and commuter rail services. This funding promotes transportation service improvements and enhancements that support the mobility of older adults, persons with disabilities and persons of limited means. In accordance with TDA regulations, PASTACC members represent older adults, persons with disabilities, persons of low income, transit providers and social service transit providers. Additionally, non-voting members include nearly 30 San Bernardino County nonprofits and human and social services agencies that have an interest in the County's mobility.

One role of members is to establish an effective communication exchange among San Bernardino's County's public transit operators, its specialized transportation providers and representatives of its transit-dependent population regarding matters of mutual concern. At the bi-monthly PASTACC meetings, transit information, news and updates are regularly shared between members. Members then take this information back to their constituents and clients.

Annual Public Hearing on Transit Needs in San Bernardino County

As required by Section 99238.5 of the California Public Utilities Code, SBCTA holds annual public hearings to solicit the input of transit-dependent and transit-disadvantaged persons. Written and oral comments provided at the hearing are used by SBCTA and the County's transit operators to identify transit needs for preparation of transportation plans and programs, including the Regional Transportation Plan (RTP) and Short Range Transit Plan (SRTP). The comments are also shared with transit and paratransit operators as they relate to operating issues and needs. Additionally, comments are shared with other agencies that provide transportation services to transit-dependent populations.

Public Hearings were held in 2020, 2021 and 2022 for the Victor Valley Transit Authority (VVTA) service area. The VVTA Board of Directors served as the hearing boards. The Unmet Needs Hearings were advertised by SBCTA, VVTA, PASTACC and through the Transportation Network.

Coordination Plan 2021-2025 Outreach

To develop the Public Transit — Human Services Transportation Coordination Plan for San Bernardino County, 2021-2025, SBCTA conducted virtual outreach July 2020, December 2020 – January 2021 and March 2021. Activities included more than 20 stakeholder interviews, involving almost 50 persons, a countywide e-survey with 226 general public respondents and 60 agency respondents and a March virtual workshop. Outreach invited input across San Bernardino County about mobility needs of older adults, persons with disabilities and persons of low income. These activities included public and stakeholder workshops, opportunity for comments and interviews.

SBCTA Website and Social Media

The SBCTA website is kept up-to-date with current information and notices for all projects and activities. Website information is provided on all printed materials.

SBCTA also maintains Twitter, Facebook, YouTube and Instagram accounts to enhance public outreach. These accounts share information regarding road closures, project updates and public participation activities, among other notices.

Additionally, SBCTA promotes updates, fare promotions, activities, and new services for public transit operators and other community partners through its website and social media channels.

V. Contact Information

SBCTA will post the Public Participation Plan on its website at www.gosbcta.com. Copies of the Public Participation Plan will be provided to any person or agency requesting a copy. LEP persons may obtain copies/translations of the Public Participation Plan upon request.

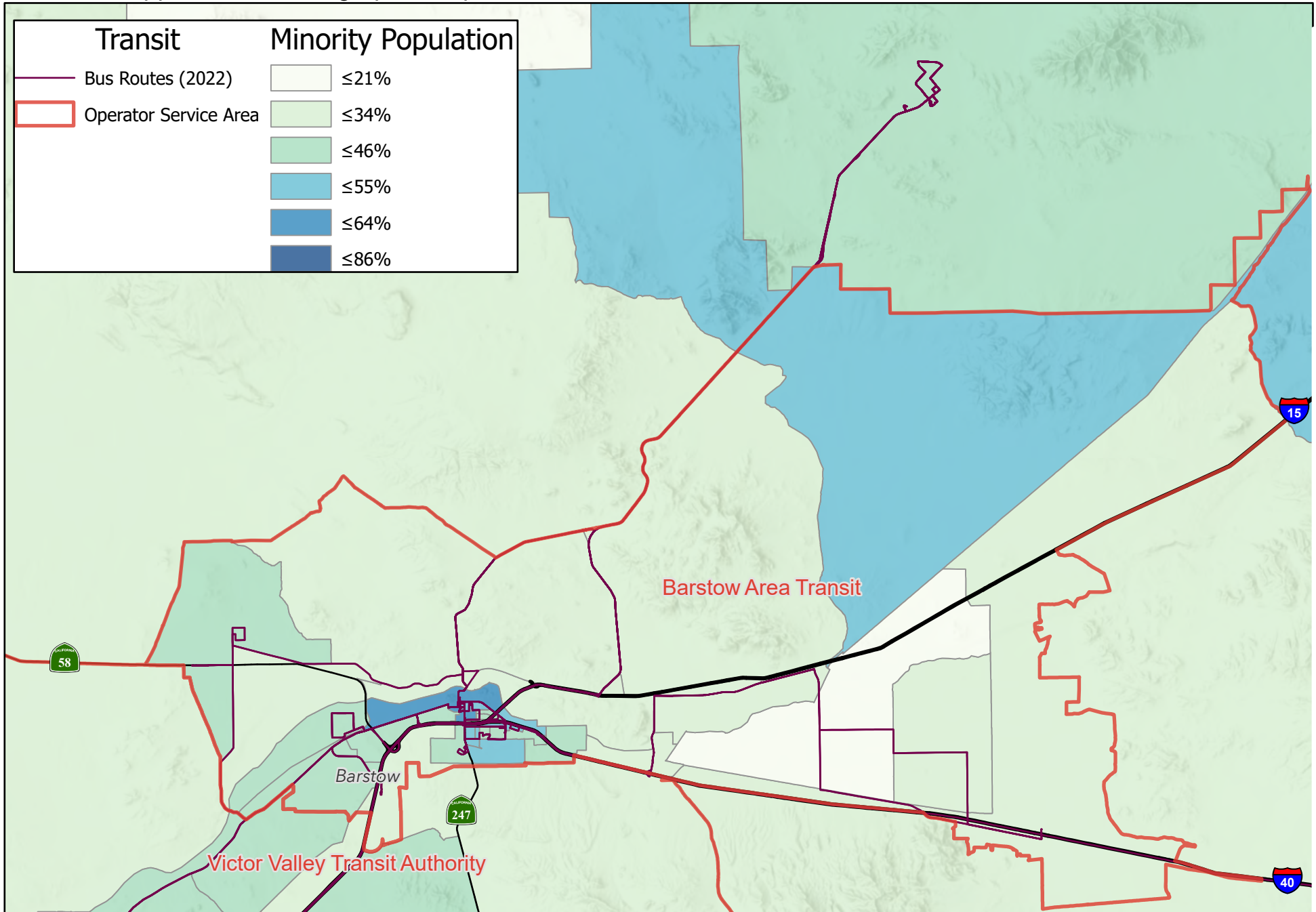
Any questions or comments regarding this Plan should be directed to:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
(909) 884-8276

VI. Appendices

Appendix A: Demographic Maps of San Bernardino County's Regions

Appendix B: LEP Populations for SBCTA Member Cities



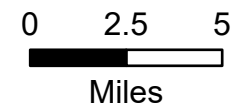
Minority Population

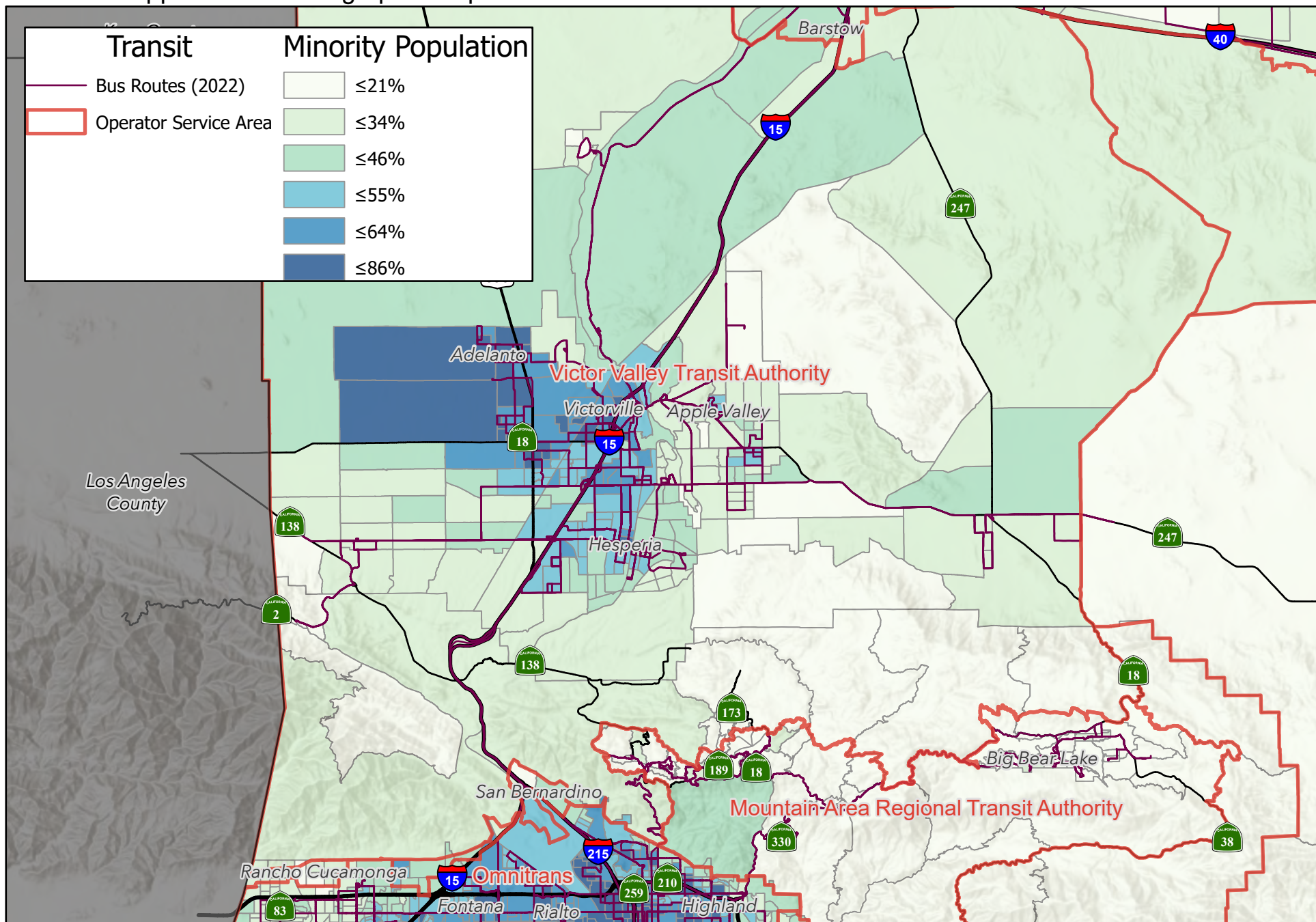
Barstow Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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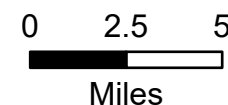
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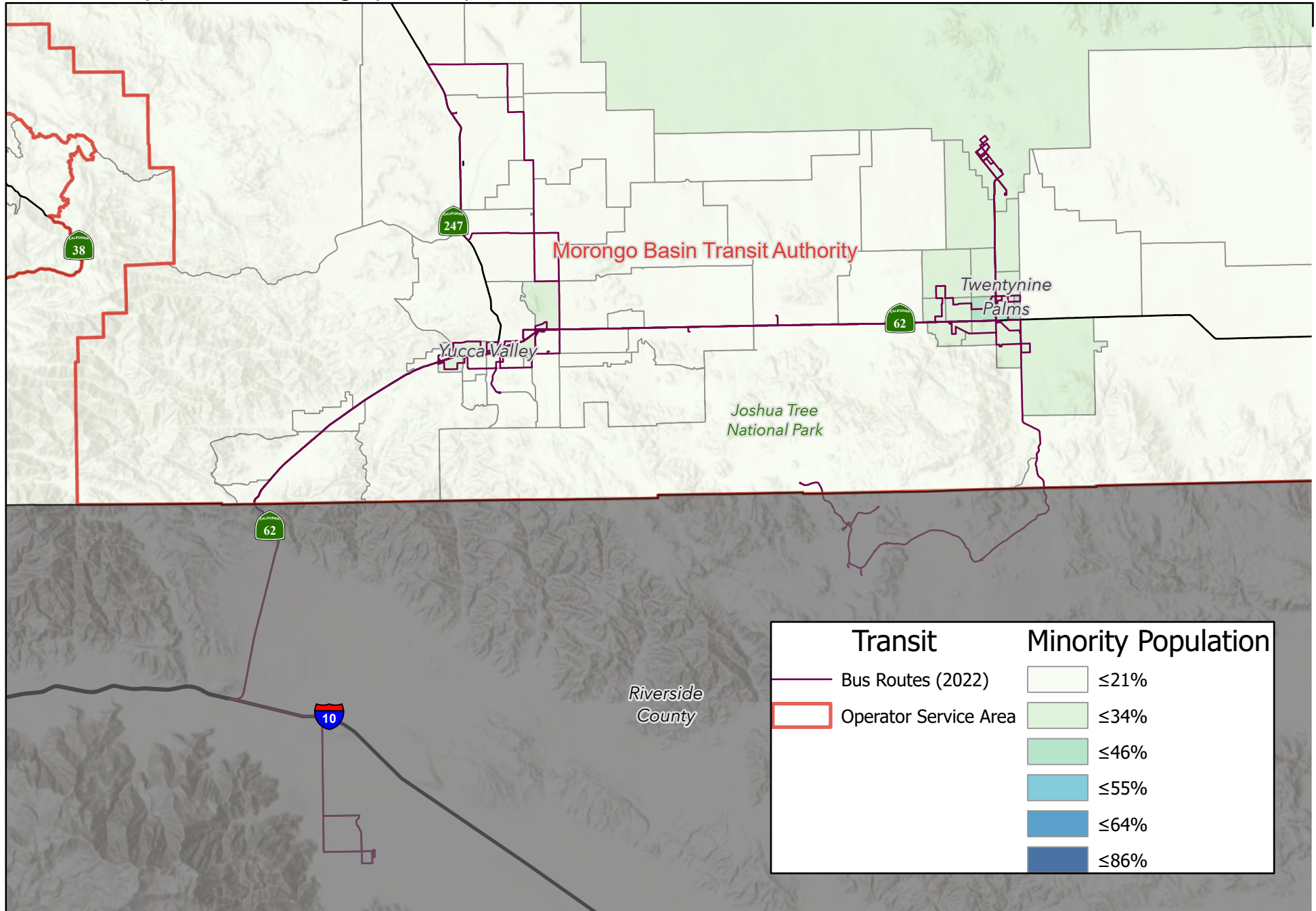
High Desert Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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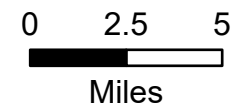
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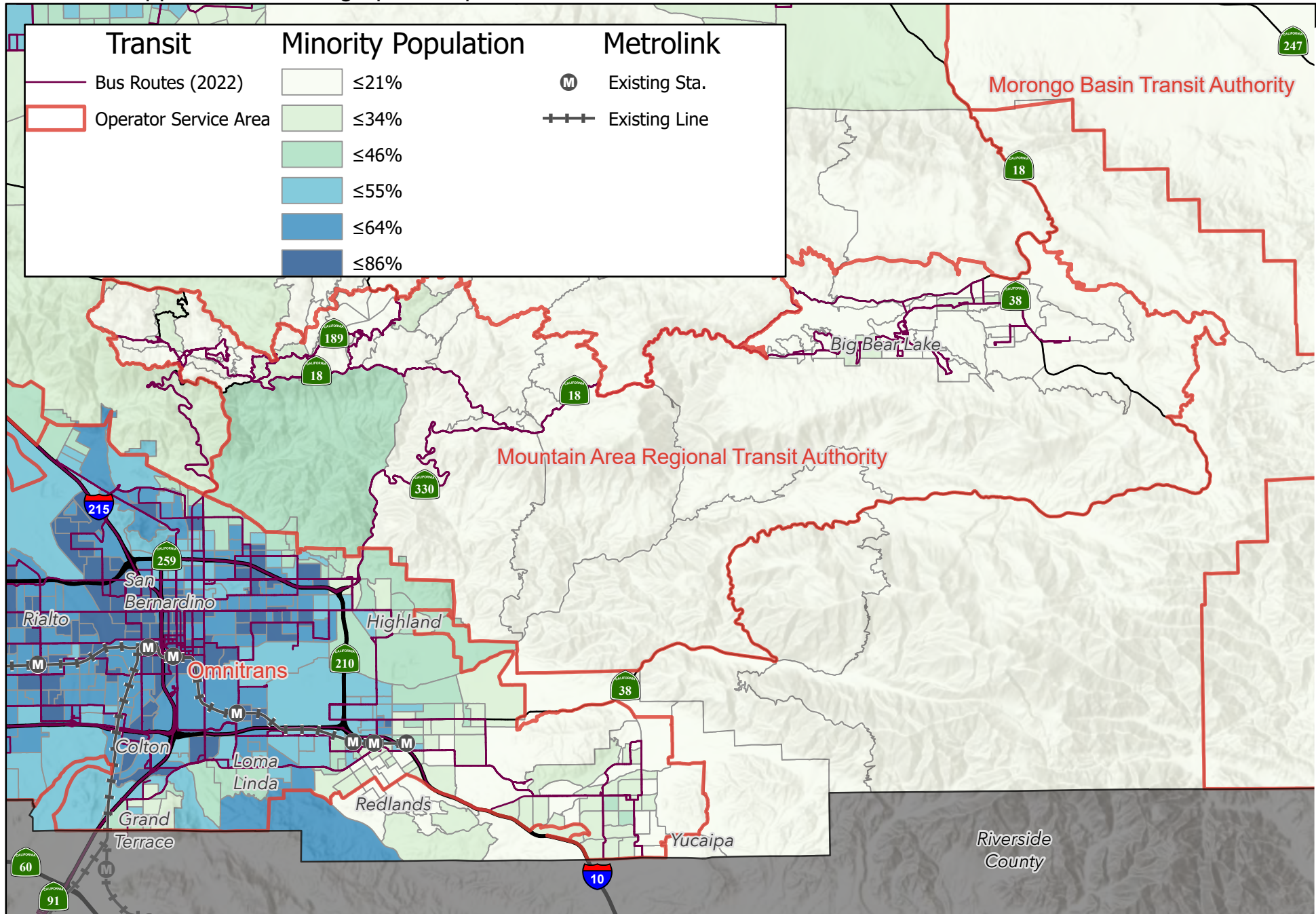
Morongo Basin Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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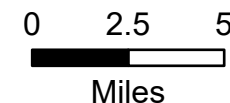
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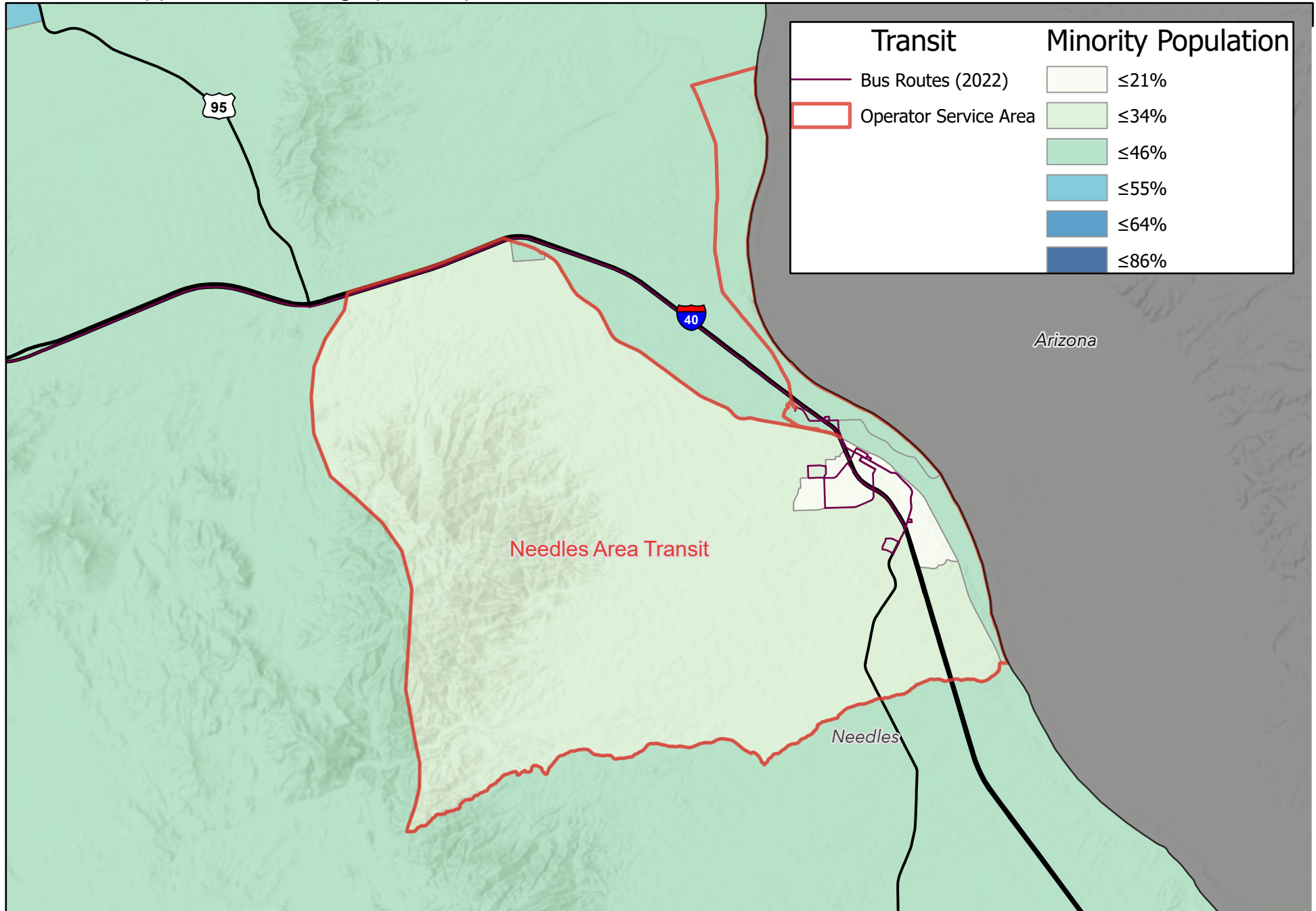
Mountain Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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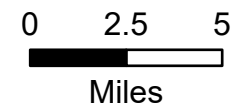
Minority Population

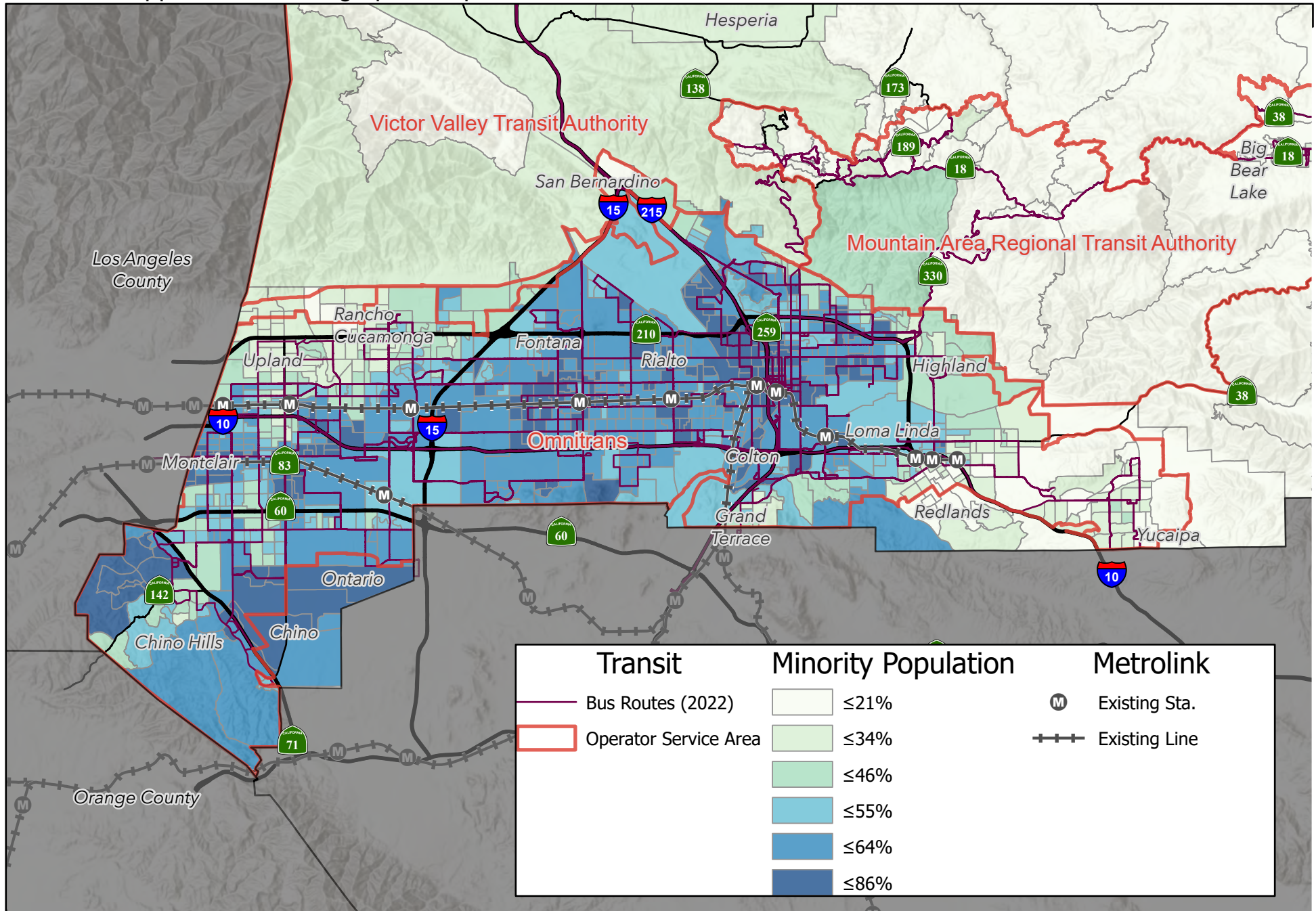
Needles Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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Minority Population

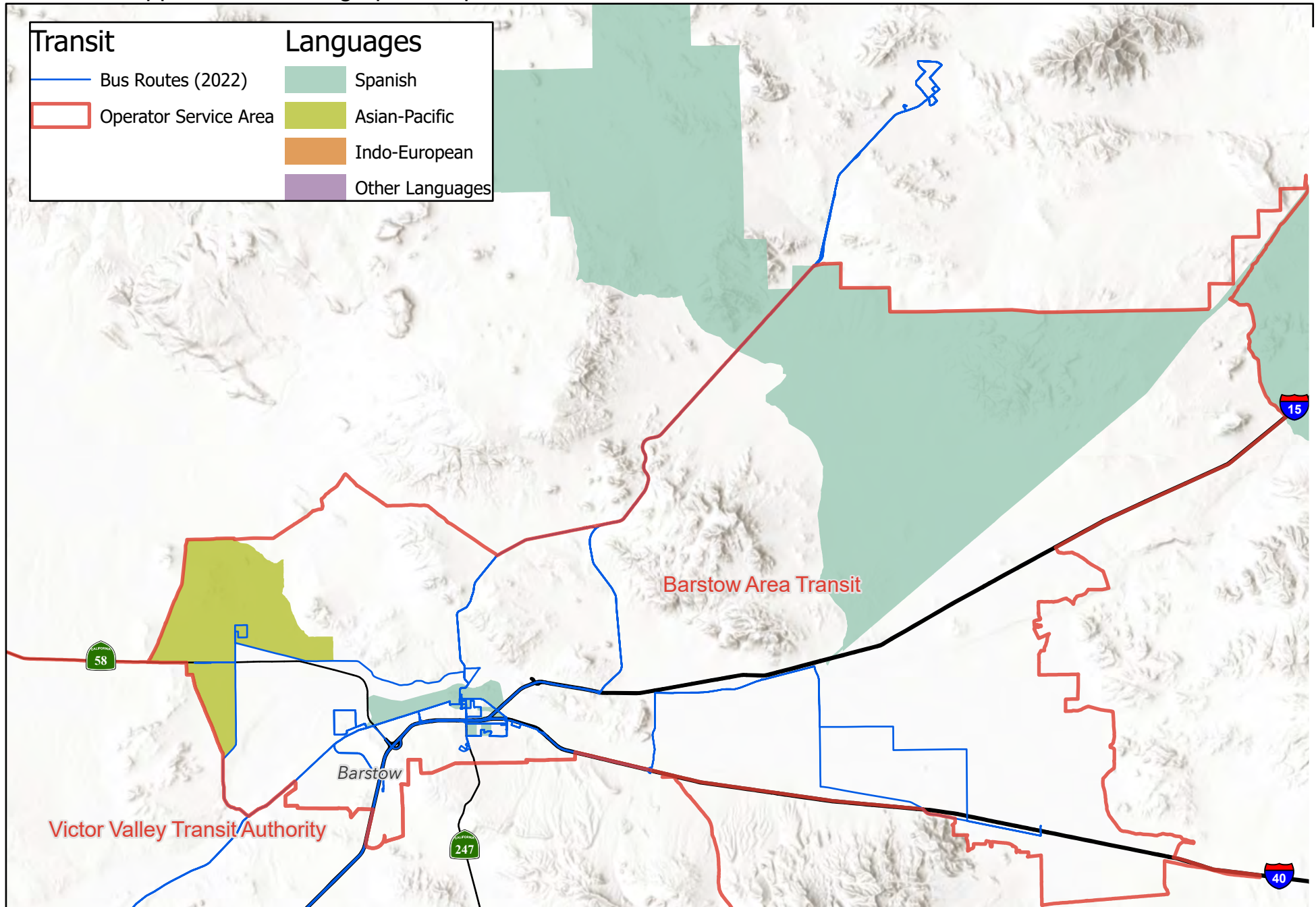
San Bernardino Valley Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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Miles



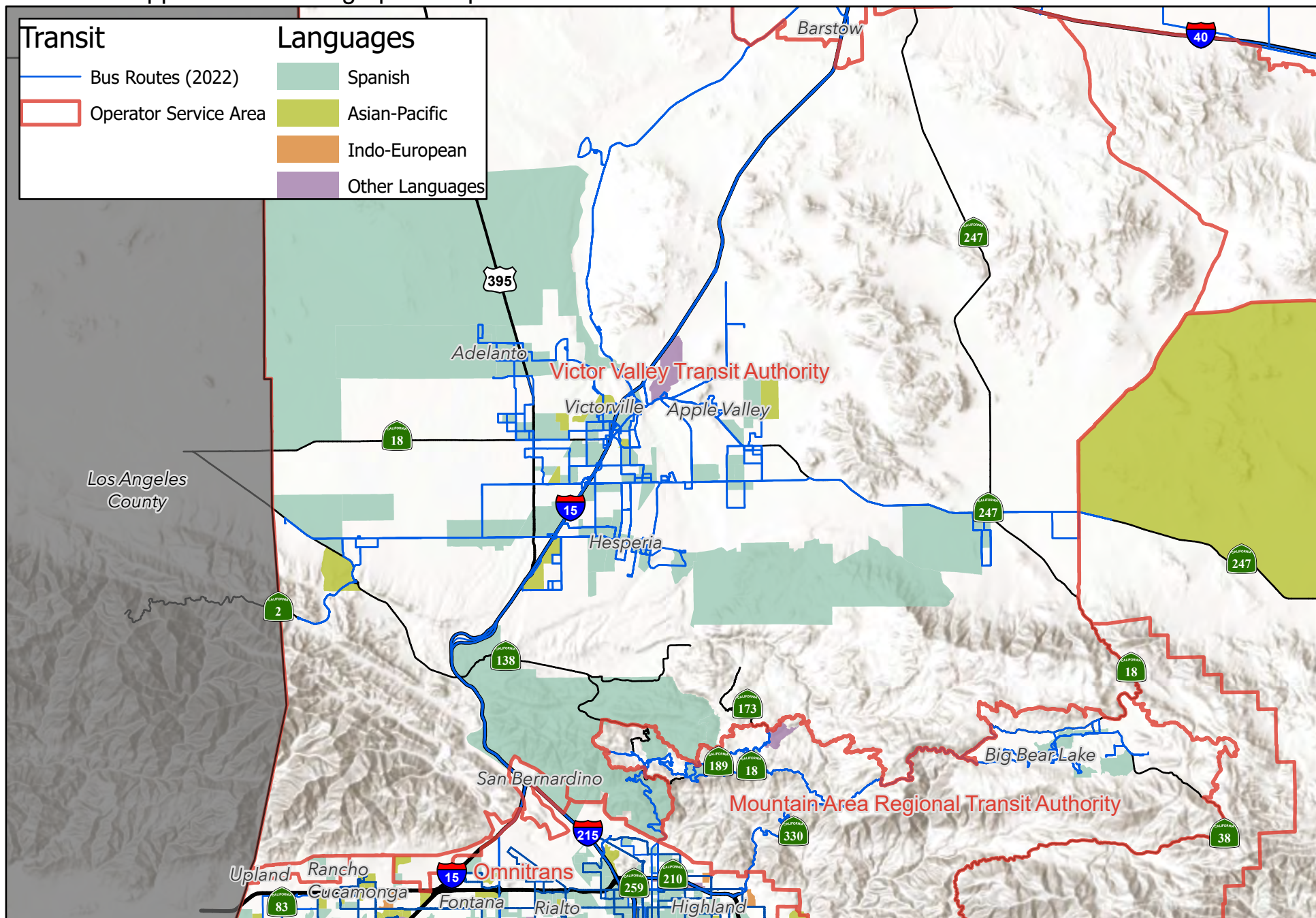
Non-English Primary Languages

Barstow Area

At 5% and Above per Household, for 2020 US Census Block Groups

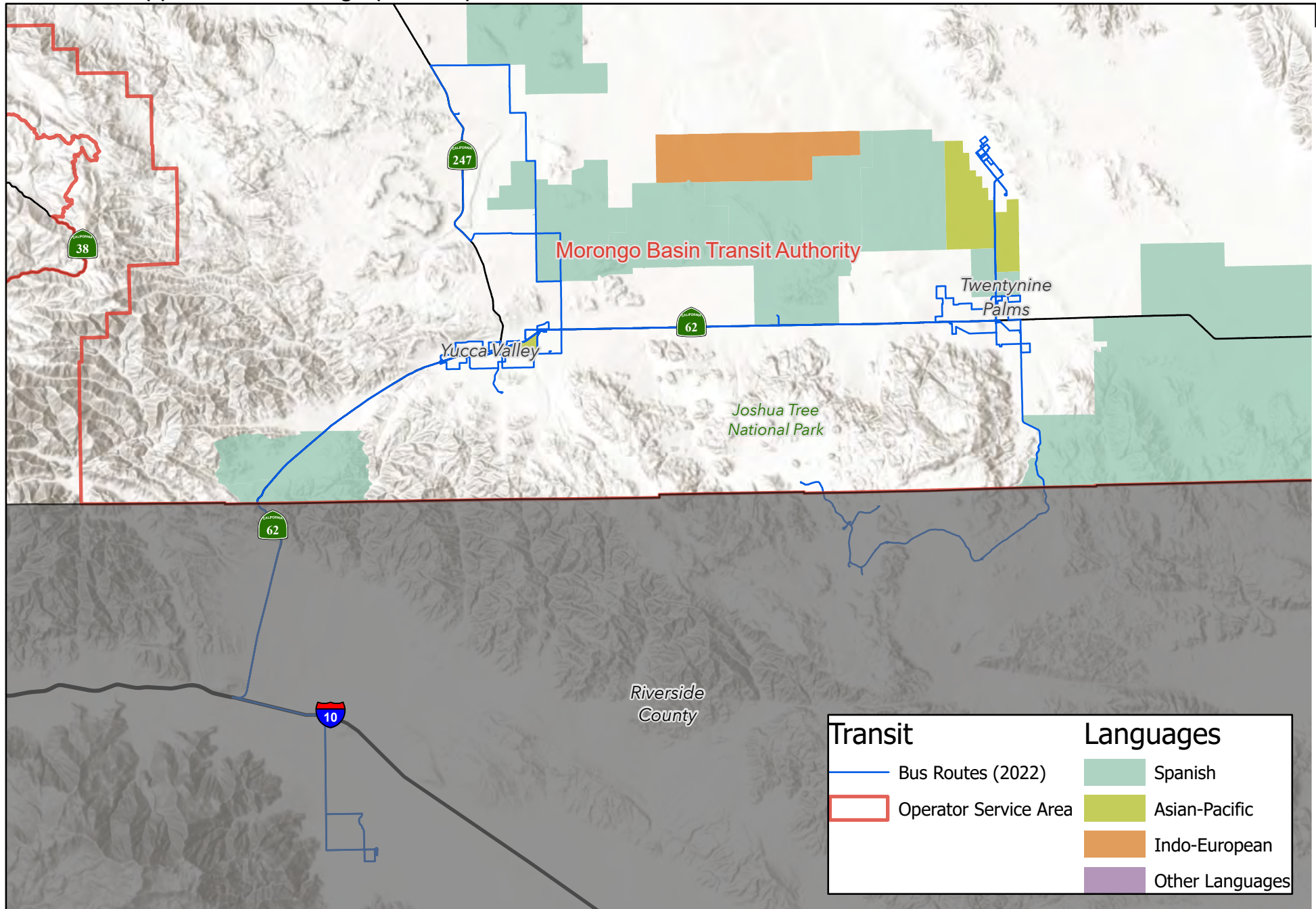
Source: ACS 2020 5-Yr Estimates, #C16002

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Attachment: Attach C. Appendix A and B - to be combined in PDF10.11.23 (9389 : 2023 Title VI Program

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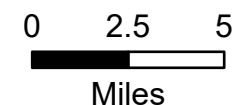
Non-English Primary Languages

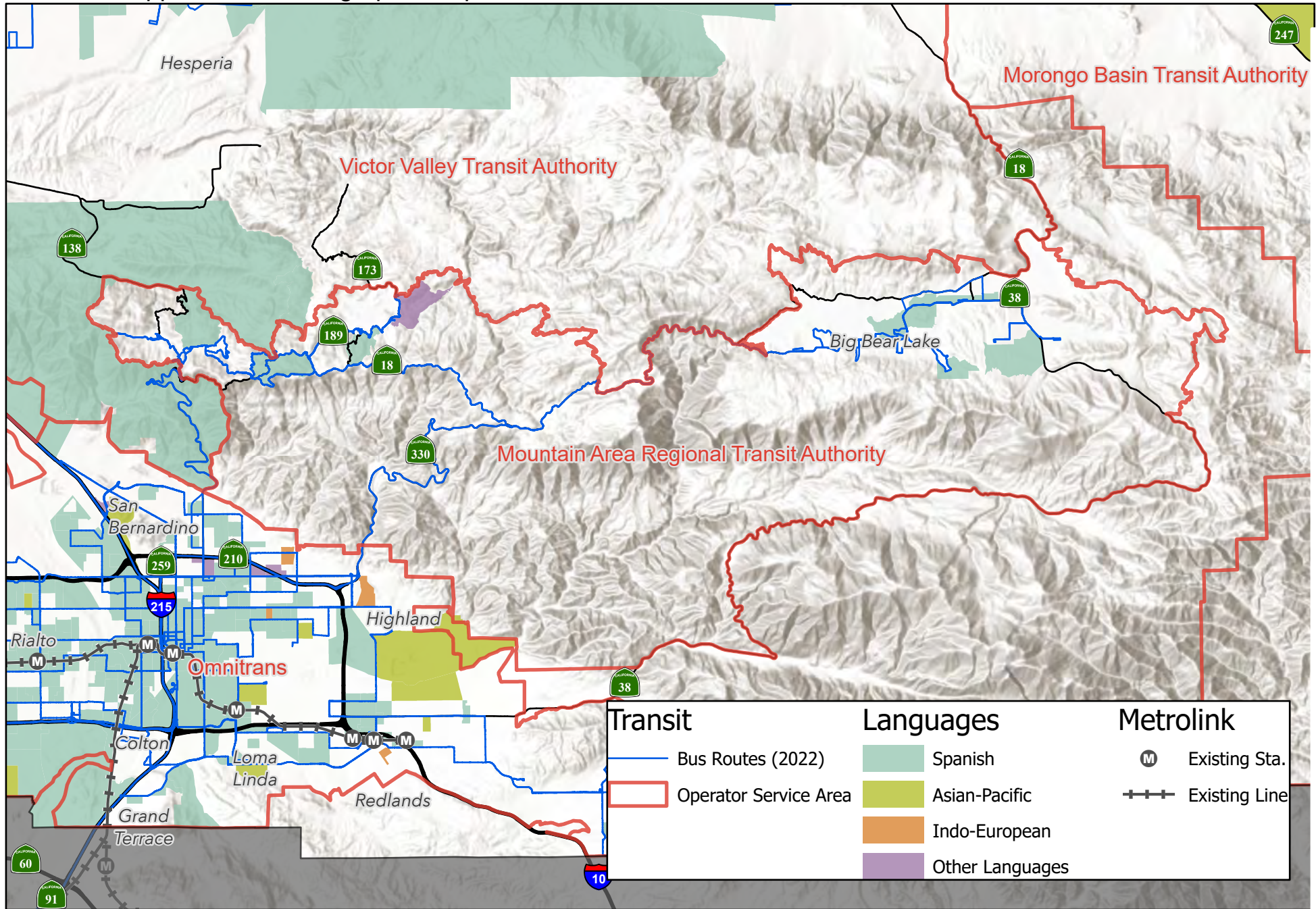
Morongo Basin Area

At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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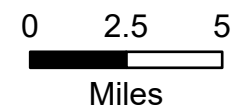
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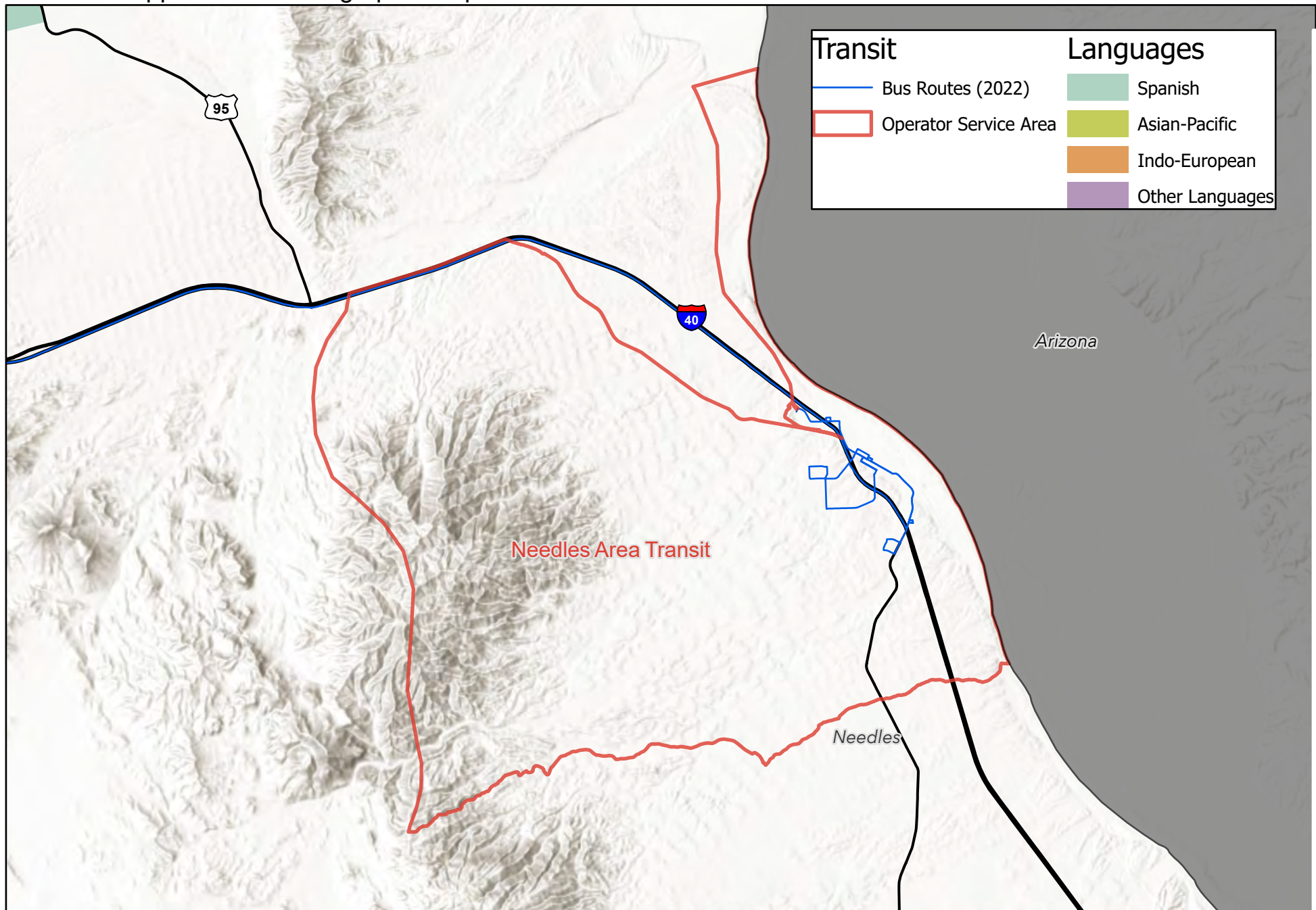
Mountain Area

At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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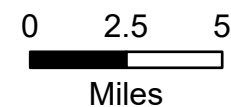
Non-English Primary Languages

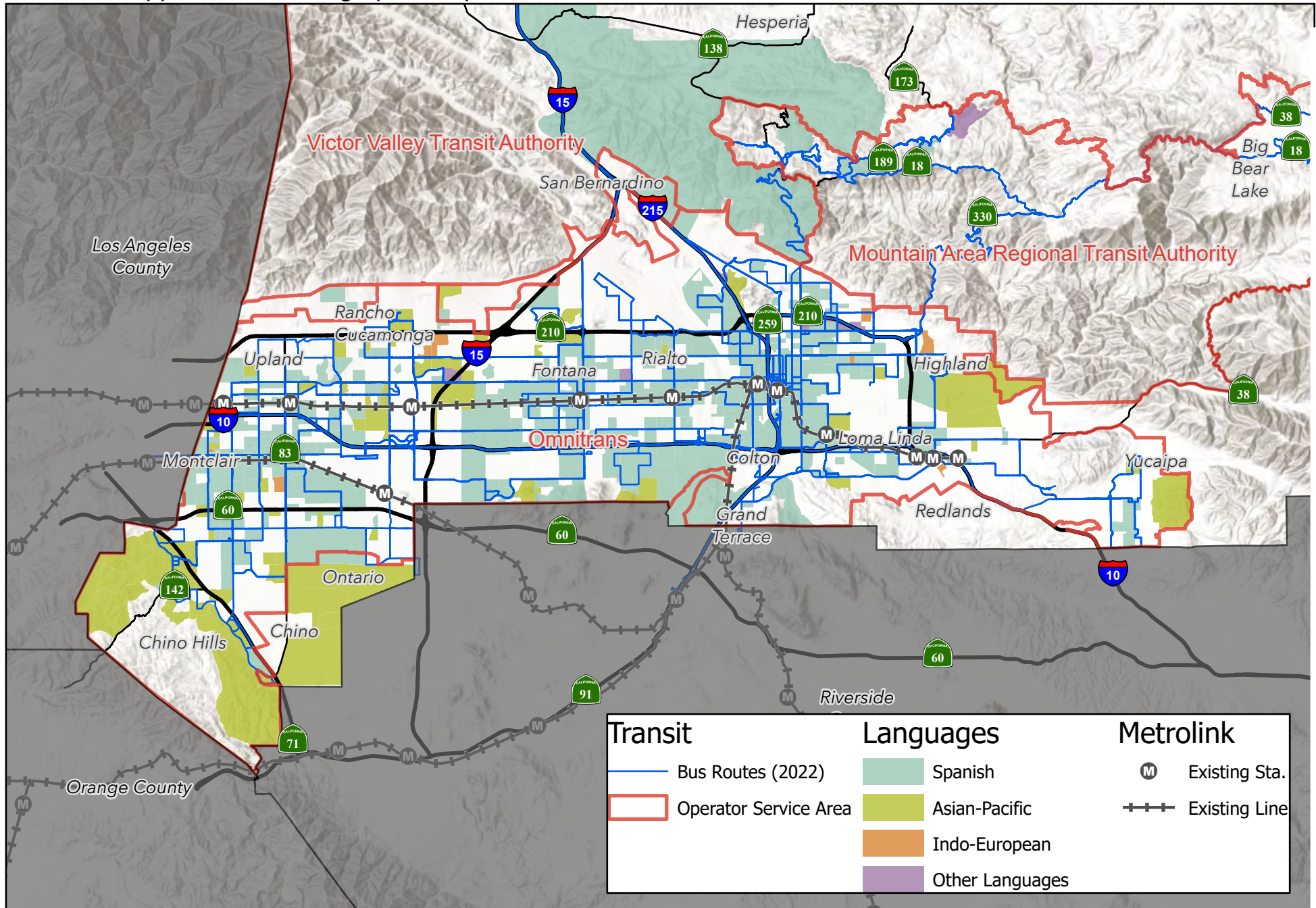
Needles Area

At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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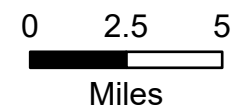
Non-English Primary Languages

San Bernardino Valley Area

At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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Attachment C

PPP Appendix B: LEP Populations for SBCTA Member Cities

City (SBCTA Board Members)	Limited English Proficient (LEP) Speakers			
	Total Population	LEP Population	2021 ACS 5-Year Estimates	Percent of Total Population
Adelanto	34,128	Spanish	4,889	14.3%
		Other Indo-European languages	15	0.0%
		Asian and Other Pacific Island languages	59	0.2%
		Other languages	19	0.1%
		Total LEP Speakers	4,982	14.6%
Apple Valley	66,092	Spanish	4,148	6.3%
		Other Indo-European languages	158	0.2%
		Other Asian and Pacific Island languages	616	0.9%
		Other languages	70	0.1%
		Total LEP Speakers	4,992	7.6%
Barstow	22,833	Spanish	1,219	5.3%
		Other Indo-European languages	76	0.3%
		Asian and Pacific Island languages	176	0.8%
		Other languages	1	0.0%
		Total LEP Speakers	1,472	6.4%
Big Bear Lake	4,832	Spanish	161	3.3%
		Other Indo-European languages	11	0.2%
		Asian and Pacific Island languages	34	0.7%
		Other languages	12	0.2%
		Total LEP Speakers	218	4.5%
Chino	84,952	Spanish	8,301	9.8%
		Other Indo-European languages	413	0.5%
		Asian and Pacific Island languages	4,882	5.7%
		Other languages	118	0.1%
		Total LEP Speakers	13,714	16.1%
Chino Hills	73,209	Spanish	1,947	2.66%
		Other Indo-European languages	465	0.64%
		Asian and Pacific Island languages	9,614	13.13%
		Other languages	644	0.88%
		Total LEP Speakers	12,670	17.31%

Attachment C

City (SBCTA Board Members)	Limited English Proficient (LEP) Speakers			
	Total Population	LEP Population	2021 ACS 5-Year Estimates	Percent of Total Population
Colton	50,067	Spanish	8,871	17.7%
		Other Indo-European languages	185	0.4%
		Asian and Pacific Island languages	412	0.8%
		Other languages	181	0.4%
		Total LEP Speakers	9,649	19.3%
Fontana	194,461	Spanish	29,363	15.1%
		Other Indo-European languages	436	0.2%
		Asian and Pacific Island languages	3,595	1.8%
		Other languages	639	0.3%
		Total LEP Speakers	34,033	17.5%
Grand Terrace	12,191	Spanish	709	5.8%
		Other Indo-European languages	69	0.6%
		Asian and Pacific Island languages	114	0.9%
		Other languages	51	0.4%
		Total LEP Speakers	943	7.7%
Hesperia	91,861	Spanish	10,351	11.3%
		Other Indo-European languages	145	0.2%
		Asian and Pacific Island languages	618	0.7%
		Other languages	40	0.0%
		Total LEP Speakers	11,154	12.1%
Highland	52,653	Spanish	6,067	11.5%
		Other Indo-European languages	360	0.7%
		Asian and Pacific Island languages	1,056	2.0%
		Other languages	80	0.15%
		Total LEP Speakers	7,563	14.4%
Loma Linda	23,759	Spanish	1,167	4.9%
		Other Indo-European languages	153	0.6%
		Asian and Pacific Island languages	1,343	5.7%
		Other languages	176	0.7%
		Total LEP Speakers	2,839	11.9%

Attachment C

City (SBCTA Board Members)	Limited English Proficient (LEP) Speakers			
	Total Population	LEP Population	2021 ACS 5-Year Estimates	Percent of Total Population
Montclair	35,678	Spanish	6,834	19.2%
		Other Indo-European languages	89	0.2%
		Asian and Pacific Island languages	1,680	4.7%
		Other languages	101	0.3%
		Total LEP Speakers	8,704	24.4%
Needles	4,724	Spanish	67	1.4%
		Other Indo-European languages	0	0.0%
		Asian and Pacific Island languages	26	0.6%
		Other languages	2	0.0%
		Total LEP Speakers	95	2.0%
Ontario	163,285	Spanish	31,892	19.5%
		Other Indo-European languages	506	0.3%
		Asian and Pacific Island languages	3,968	2.4%
		Other languages	429	0.3%
		Total LEP Speakers	36,795	22.5%
Rancho Cucamonga	161,509	Spanish	8,279	5.1%
		Other Indo-European languages	1,437	0.9%
		Asian and Pacific Island languages	7,680	4.8%
		Other languages	1,189	0.7%
		Total LEP Speakers	18,585	11.5%
Redlands	68,391	Spanish	3,574	5.2%
		Other Indo-European languages	398	0.6%
		Asian and Pacific Island languages	1,379	2.0%
		Other languages	186	0.3%
		Total LEP Speakers	5,537	8.1%
Rialto	96,863	Spanish	17,567	18.1%
		Other Indo-European languages	189	0.2%
		Asian and Pacific Island languages	745	0.8%
		Other languages	517	0.5%
		Total LEP Speakers	19,018	19.6%

Attachment C

City (SBCTA Board Members)	Limited English Proficient (LEP) Speakers			
	Total Population	LEP Population	2021ACS 5-Year Estimates	Percent of Total Population
San Bernardino	205,662	Spanish	98,066	47.7%
		Other Indo-European languages	1,328	0.6%
		Asian and Pacific Island languages	6,461	3.1%
		Other languages	1,456	0.7%
		Total LEP Speakers	107,311	52.2%
Upland	73,965	Spanish	4,471	6.0%
		Other Indo-European languages	609	0.8%
		Asian and Pacific Island languages	2,246	3.0%
		Other languages	400	0.5%
		Total LEP Speakers	7,726	10.4%
Victorville	122,562	Spanish	14,758	12.0%
		Other Indo-European languages	150	0.1%
		Asian and Pacific Island languages	2,047	1.7%
		Other languages	267	0.2%
		Total LEP Speakers	17,222	14.1%
Yucaipa	50,535	Spanish	2,595	5.1%
		Other Indo-European languages	78	0.2%
		Asian and Pacific Island languages	379	0.7%
		Other languages	0	0.0%
		Total LEP Speakers	3,052	6.0%
Yucca Valley	20,679	Spanish	664	3.2%
		Other Indo-European languages	202	1.0%
		Asian and Pacific Island languages	0	0.0%
		Other languages	0	0.0%
		Total LEP Speakers	866	4.2%

Attachment D

San Bernardino County Transportation Authority Language Assistance Plan

Prepared for the Federal Transit Administration
In accordance with Circular 4702.1B



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

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I. Introduction

Purposes of This Plan

San Bernardino County Transportation Authority (SBCTA) is committed to ensuring that its projects and services are delivered and implemented in a non-discriminatory manner and has taken a number of steps to assist limited English proficient (LEP) individuals to access its programs and services. This Language Assistance Plan details the process by which SBCTA will provide access to LEP individuals and the larger community.

FTA Circular 4702.1B states that “recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).” LEP refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well or not at all.

This Language Assistance Plan will guide SBCTA staff’s interaction with LEP and other individuals, provide guidance in training staff to provide meaningful access to LEP individuals and ensure SBCTA continues to provide meaningful access to its services and programs.

SBCTA developed this Language Assistance Plan in compliance with FTA Circular 4702.1B and through consultation with the Federal Transit Administration’s (FTA) Office of Civil Rights’ LEP Guidance Handbook: *The FTA’s Office of Civil Rights’ Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers* (April 13, 2007).

Title VI and Federal Authority

Title VI of the Civil Rights Act of 1964 protects persons in the United States from discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance. Under the Department of Transportation (DOT), the FTA requirements for implementing Title VI include the adoption of a Title VI Program report pursuant to FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. As a recipient of FTA Funds, SBCTA complies with Title VI and all applicable state and federal regulations.

II. Four Factor Analysis

Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information and other important portions of its programs or activities for persons who are limited-English proficient (LEP). FTA Circular 4702.1B details the components of the Language Assistance Plan, including the Four Factor Analysis, which provides a careful analysis of LEPs that SBCTA may encounter to determine the specific language services that are appropriate to provide.

SBCTA Language Assistance Plan

Updated: September 2023

The Four Factor Analysis balances the following factors:

- Factor One: The Number and proportions of LEP persons in the jurisdiction.
- Factor Two: How often LEPs come into contact with SBCTA services.
- Factor Three: How important SBCTA's services are to LEPs' lives.
- Factor Four: The resources available to SBCTA for LEP outreach that can reasonably be provided.

The results of the Four Factor Analysis are used to determine the target LEP populations and the best methods of engaging with the public. SBCTA undertook the Four Factor Analysis in order to develop an appropriate and effective Language Assistance Plan.

Factor One: The number or proportion of LEP persons eligible to be served or likely to be encountered

SBCTA's service area includes all of San Bernardino County, which has a total population of 2,009,812 individuals over five years old (those included in spoken language counts), according to American Community Survey (ACS) 2020 5-Year Estimates. The 2016-2020 ACS 5-Year Estimates were used for this analysis as it provides the most detailed information, as well as reliable, about LEP individuals and the languages they speak.

Safe Harbor Provision

The Department of Justice's Safe Harbor Provision, which was accepted by the FTA, stipulates that written translation of vital documents for each eligible LEP language group that constitutes 5%, or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, will be considered strong evidence of compliance with the recipient's written translation obligation. This LEP analysis was conducted in accordance with this Safe Harbor Provision, and as such, identifies LEP populations that number 1,000 persons and constitute 5% of the population.

Table 1 provides information from the 2020 American Community Survey 5-Year Estimates demonstrating the 12 LEP groups in San Bernardino County. Fifteen percent of the total population — or 294,960 individuals — are limited English proficient. The largest group of LEP individuals is Spanish speakers, who comprise 12% of the County's population and number 232,270 individuals. Although no other LEP group reaches 5% of the population, eight additional LEP groups number more than 1,000 persons. Each of these groups comprises 1% or less of the County's total population.

Table 1, San Bernardino County Limited English Proficient Populations

San Bernardino County, CA		
Speaks English Less than "Very Well"	Estimate	Percent of Total
<i>Total population over 5 years old</i>	2,009,812	100%
Spanish	232,270	12%
Chinese (incl. Mandarin, Cantonese)	20,772	1%
Tagalog (incl. Filipino)	8,058	0%
Other Asian and Pacific Island languages	7,915	0%
Vietnamese	6,236	0%
Korean	5,843	0%
Other Indo-European languages	5,841	0%
Arabic	4,975	0%
Other and unspecified languages	1,512	0%
Russian, Polish, or other Slavic languages	880	0%
German or other West Germanic languages	363	0%
French, Haitian, or Cajun	295	0%
Total Limited-English Proficient Individuals	294,960	15%

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates, Table C16001

Factor Two: The frequency with which LEP persons come into contact with the program

SBCTA used two methods to identify and analyze the frequency with which LEPs come into contact with these programs: a staff survey and a review of requests for translation at the Call Boxes it operates. Findings from those efforts are reported in this section.

Staff Survey

SBCTA distributed a survey to all staff. The survey asked employees about their past experience with LEP individuals, including how frequently they interacted with LEPs, what languages the LEP individuals spoke, how successfully they communicated and what information LEPs were seeking. Results of the staff survey are provided below.

Interaction with LEPs

A total of 44 SBCTA employees and 4 consultants/contractors completed the survey and reported limited to no interaction with LEPs (Table 2). Thirteen (27%) respondents reported having infrequent interaction with LEP speakers and 26 (54%) respondents reported having no previous interaction with LEP individuals. One individual reported daily interaction with LEP individuals.

Table 2, Interaction with Limited English Proficient Individuals

Interactions with LEPs	Percent	Respondents
Daily	2%	1
Weekly	6%	3
At least once per month	8%	4
Infrequently	27%	13
Never	54%	26

Languages Spoken

Some staff members were able to identify the languages spoken by LEP individuals. Table 3 details the languages (or language groups) that were reported. Spanish was reported most frequently, consistent with Census information.

Table 3, Languages Staff Encountered

Language	Number of Times Reported
Spanish	17
Chinese	4
Korean	2

Information Requested by LEPs

SBCTA staff reported that LEPs requested information about the various topics presented in Table 4. This question is used to ensure SBCTA's information is available to LEP individuals. Eighteen employees reported on topics of interest to LEPs.

Table 4, Information Requested by LEPs

Topic	Number of Times Reported
Train schedules (Metrolink and Amtrak) and other rail-related information	7
Directions to bathrooms, parking, etc.	3
Bus schedules	2
Purchasing ticket	2
CCTV footage	1
PACE program	1
Right of way property questions	1
Construction related information	1
Program information	1

Communication with LEPs

Table 5 reports on the methods utilized by staff to communicate with LEPs. This question is used to gauge if SBCTA's language assistance measures are working and if SBCTA is aware of them and able to readily utilize them.

Table 5, How Staff Communicates with LEPs

Method	Number of Times Reported
I speak Spanish or another staff member speaks Spanish	10
I speak Korean	1
I speak the language	2
Some gesturing	2

Call Box Data

As the County Service Authority for Freeway Emergencies (SAFE), SBCTA operates a number of Call Boxes on freeways throughout the County. SBCTA contracts an answering center to answer and respond to calls from motorists. The answering center subcontracts a translation service to provide simultaneous translation, as needed.

SBCTA reviewed translation requests during this reporting period to better understand the LEP groups accessing SBCTA's services (Table 6). Of note, bilingual call takers may handle Spanish-language calls without using the translation services. As these calls are often not counted as translations, the number of Spanish language assistance provided is likely higher than represented below.

Table 6 demonstrates that during 2020 to 2022, less than one percent of calls required language assistance. During the first six months of 2023 an estimated 2% of calls required Spanish language assistance. This assistance was provided in-house by bilingual call takers. During January 2020 and June of 2023, only 0.35% of calls required language assistance. The second next most commonly requested language was Chinese, with 5 translated calls provided during this 3.5 year period.

Table 6, Translated Calls at SBCTA Operated Call Boxes, January 2020 – June 2023

Language Assistance Provided through SBCTA Call Boxes				
	2020 (Jan - Dec)	2021 (Jan - Dec)	2022 (Jan - Dec)	2023 (Jan - June)
Total Calls	3,713	3,665	3,306	1,439
Calls w/ Interpretation	10	4	1	28
% w/ Interpretation	0.27%	0.11%	0.03%	1.95%
Language spoken	Spanish* - 3	Somali	Spanish* - 2	Spanish* - all
	Chinese Mandarin - 4	Chinese		
	Punjabi	Portuguese (Brazil)		
	Urdu	Korean		
	Vietnamese			

* The actual number of Spanish-language translations may be higher than presented. The call center provides Spanish translation support with internal staff when possible and does not track Spanish language calls that are not sent to the translation consultant.

In conclusion, Factor Two identified that SBCTA does not frequently come into contact with LEP individuals. LEP individuals that do access SBCTA services and programs are most likely to speak

Spanish. As demonstrated in Table 4, the primary information requested by LEP individuals related to train information — likely due to SBCTA's office location at the Santa Fe Depot.

To ensure LEP individuals have full access to SBCTA's project information, oral interpretation is provided at public meetings as appropriate and project information is translated into languages appropriate for specific project locations. More details about SBCTA's language service provision is provided in the following Section III: Implementation Plan and in SBCTA's Public Participation Plan.

Factor Three: The nature and importance of the program, activity or service to people's lives

The County of San Bernardino has the largest land area of any county in the contiguous 48 states and SBCTA serves the nearly 2.2 million residents of San Bernardino County. SBCTA's involvement in public transportation is multifaceted and includes transit planning; providing technical assistance and guiding funding to public transit operators; administering the voter-approved half-cent transportation sales tax; and implementing plans related to air quality and congestion. These functions are critical to all San Bernardino County residents and visitors as they travel to work, school and other activities throughout the County.

Additionally, commuters — individuals who travel daily — provide one way to gauge the impact of SBCTA's services on residents' lives. Table 7 details how workers 16 years and over travel to their jobs. While the majority (77%) drive alone, there is a significant share carpooling (11%) and a small share using public transit (1%) and other modes. SBCTA's functions directly impact these 926,022 individuals who commute using the roads throughout the County and traveling on the multimodal network.

Table 7, Commuting Characteristics of Workers in San Bernardino County

San Bernardino County: Means of Transportation to Work for Workers 16 Years and Over		
	Estimate	Percent of Total
<i>Total</i>	<i>926,022</i>	<i>100%</i>
Drove alone	716,383	77%
Carpooled	99,848	11%
Public transportation	10,268	1%
Walked	14,113	2%
Taxicab, motorcycle, bicycle, or other means	12,989	1%
Worked from home	72,421	8%

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates, Table B08101

Factor Four: The resources available to the recipient for LEP outreach

SBCTA has numerous resources available to ensure it provides meaningful access to LEP individuals. These include existing community partners and utilization of its own resources. These resources are detailed below:

- SBCTA contracts with Language Line Personal Interpreter Service to provide simultaneous interpretation and translation for LEP individuals.
- “I Speak” language identification cards are used at the front desk and at public meetings.
- Language assistance information is provided on agendas and meeting notices.
- Public notices are translated into LEP languages and distributed by social media, SBCTA’s website, transit operators social media, and other project-specific channels.
- SBCTA contracts with various public outreach firms that can provide language assistance, as needed.
- Public Transit Network: This database ensures agencies and organizations that work with LEP individuals are provided information and notices to distribute to their clients.
- PASTACC: Many members of the PASTACC (Public and Specialized Transit Network) represent underrepresented and minority groups and are a useful resource for outreach to LEP individuals.
- San Bernardino County Transit Operators: SBCTA often partners with transit operators to post vital information on buses and at transfer locations and on their websites and social media.
- Southern California Association of Government’s (SCAG) LEP Plan, Public Participation Plan and existing translated resources can provide materials for LEP outreach and communication.
- SBCTA translates Title VI vital documents and project-specific vital information into Spanish.

Discussion of Results

Census data analyzed in Factor One were consistent with the experience of SBCTA staff members analyzed in Factor Two: Spanish-speaking LEPs are the largest and most frequent LEP group that accesses SBCTA’s services and programs. As these individuals comprise 15% of San Bernardino County’s population, it will be important for SBCTA to continue providing vital documents in Spanish.

Additional LEP groups are very small populations (1% or less of the population), not yet identified (Other Indo-European languages or Other and Unspecified Languages, for example), and do not frequently access SBCTA’s services or programs. Therefore, documents will be translated as requested or as is appropriate for a specific project. Details of SBCTA’s language assistance services are provided in the following Implementation Plan.

III. Implementation Plan

Language Service Provision

SBCTA will provide the following language assistance measures to ensure LEP individuals have full access to SBCTA's services, programs and activities:

Callers and Visitors

- SBCTA contracts with Language Line Personal Interpreter Service, a language service provider to provide simultaneous interpretation, as needed.

Translation of Vital Documents

FTA C 4702.1B defines vital documents as “documents that provide access to essential services.” The SBCTA will use this definition when assessing what documents should be translated.

Title VI Documents: These are vital documents. The complaint form and procedures and Title VI notices are available in English and Spanish, the LEP population that SBCTA is most likely to encounter (spoken by 15% of San Bernardino County's LEP population). Vital documents are available on SBCTA's website and at the front desk. Information about the availability of free language assistance is available on posted notices and agendas in Spanish.

Spanish-Language Translation: SBCTA already provides project notices and announcements in Spanish and will continue to do so, as the Spanish-speaking LEP population represents a significant portion of San Bernardino County's population. Documents that will be translated include: notices and announcements about public meetings and forums and public participation opportunities, key information distributed at project meetings, and any vital project-specific meetings for most projects. Title VI vital documents are translated into Spanish and are available on SBCTA's website or at the SBCTA offices.

Other LEP Languages Translation: The additional LEP languages represent very small communities and vital information will be translated as requested and as is appropriate, with decisions made on a project-by-project basis. For example, if a project takes place in a community with a large LEP population, key information for that project will be translated into that LEP language.

Oral interpretation: Oral interpretation will be provided at public meetings as requested and appropriate. Decisions will be made on a project-by-project basis. Notices of public meetings and forums include information about how to request special accommodations.

Outreach/Notice of Availability of Language Assistance: SBCTA's Title VI Notice to the Public publicizes its language assistance services. Additionally, all notices that include information about language assistance in the target LEP languages are providing notice of the availability of language assistance. This information is also available on SBCTA's website with its Title VI Program information.

Staff Training

All SBCTA employees are trained on Title VI and language assistance:

- Title VI responsibilities are included in new employee on-boarding.
- All employees attend Title VI training once every three years, with refreshers provided as necessary.
- Title VI training is tailored to specific departments' functions. For example, training for front-line staff focuses on language assistance and public participation, while training for project delivery staff focuses on the site equity analysis.

Title VI and LEP training includes:

- SBCTA's Title VI requirements and Title VI Program.
- A summary of SBCTA's language assistance requirements.
- A summary of SBCTA's language assistance plan, including interacting with LEPs.
- A summary of San Bernardino County demographics, including LEP individuals living in the County, and the frequency of contact between LEP populations and the SBCTA.
- The Title VI Complaint Form and Procedures for investigating complaints.

IV. Monitoring, Evaluating and Updating the LAP

A thorough review of this Language Assistance Plan (LAP) will be undertaken every three years, or as necessary. At that time, the LEP population will be reassessed to ensure all significant LEP languages are included in SBCTA's language assistance efforts. The following reoccurring reporting and evaluation measures will be used to update the LAP:

1. SBCTA will regularly assess the effectiveness of how it communicates with LEP individuals by working with community stakeholders, such as the PASTACC, the Public and Specialized Transit Network, County transit operators and nonprofit agencies among others.
2. SBCTA staff will track its language assistance efforts, which may include:
 - Tracking front desk staff interaction with LEPs
 - Internal surveys of staff who are likely to engage with the public.
 - Number of downloaded documents in other languages.
 - Reports and updates from the language service provider.

Requests for translation and interpretation.

V. Contact information

SBCTA posted the Language Assistance Plan on its website at www.gosbcta.com. Copies of the LAP will be provided to any person or agency requesting a copy. LEP persons may obtain copies/translations of the LAP upon request.

Any questions or comments regarding this Plan should be directed to:

San Bernardino County Transportation Authority
Legislative and Public Affairs
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
(909) 884-8276

Minute Action

AGENDA ITEM: 11

Date: November 8, 2023

Subject:

Award Freeway Service Patrol Contract No. 23-1002947 for Freeway Service Patrol Beat No. 23

Recommendation:

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

A. Award Contract No. 23-1002947 to Royal Coaches Auto Body & Towing for Freeway Service Patrol (FSP) services along Beat No. 23, from August 1, 2024 through July 31, 2029, for a not-to-exceed amount of \$5,032,510 for FSP services and construction support for the Interstate 15 (I-15) construction project.

B. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002947 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

Background:

The Freeway Service Patrol (FSP) Program consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a “Beat”. The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has nine (9) separate Beats in operation assisting more than 5,200 motorists each month. The current contract for FSP Beat No. 23 is set to expire on July 31, 2024.

Prior to the release of a Request for Proposals (RFP), staff performed outreach that consisted of various components with the goal of increasing the participation of tow operators in the SBCTA FSP Program.

Outreach included:

1. Telephone Outreach: Called more than 20 tow operators in the Inland Empire region that could qualify for the minimum requirements.
2. PlanetBids: The RFP was electronically distributed to approximately 50 bidders registered on PlanetBids.

These efforts helped in bringing knowledge and awareness about the FSP Program to various companies in the area. Although they may not have proposed this time around, they are now aware and can better prepare for future opportunities.

On July 12, 2023, RFP No. 23-1002947 for Beat No. 23 was released to cover the following areas:

- Beat No. 23: Interstate 15 (I-15) from Jurupa Street (Riverside County Line) to Sierra Avenue.

Entity: San Bernardino County Transportation Authority

The RFP was posted on SBCTA's website and notifications of the RFP were sent out to 50 vendors registered on PlanetBids and downloaded by six firms. Public Notice ads were placed in the local newspaper. A non-mandatory Pre-Proposal meeting took place on July 19, 2023, and was attended by two companies. Addendum No. 1 was issued on July 18, 2023, to modify part of the insurance requirements of the contract. Addendum No. 2 was issued on July 20, 2023, to change the tow truck wheel lift requirements following a discussion with the California Highway Patrol (CHP).

One proposal was received before the bid due date. For this, SBCTA Policy No. 11000 V.D.2 (V.C.2.e) was followed, and the project manager and procurement reviewed the proposal to write a Single Bid Memo for Executive Director approval. Based on this review, it was determined Royal Coaches Auto Body & Towing is best suited to perform the services for Beat No. 23 for a variety of reasons. The proposer clearly demonstrated a thorough understanding of the scope of work (SOW) and proposed an overall solid team and has demonstrated exceptional experience. Royal Coaches Auto Body & Towing has extensive experience with law enforcement tow programs. CHP has also stated that all three tow yards (primary and two back-up locations) meet the minimum requirements for this contract. Royal Coaches Auto Body & Towing emphasized the importance of maintaining high standards and providing great customer service. Royal Coaches Auto Body & Towing also received excellent references. The hourly rate for the contract is as follows: years one through three are \$143 per hour, and the hourly rate for year's four through five is \$ 153 per hour. The single bid memo was delivered to the Executive Director, who then approved moving forward with the award process and accepting the proposal from Royal Coaches Auto Body & Towing.

Staff recommends the approval of Contract No. 23-1002947 with Royal Coaches Auto Body & Towing for regular FSP tow truck services for Beat No. 23 for a not-to-exceed amount of \$4,532,010. This portion will be funded from State sources that are regularly committed for FSP operations. Staff is also recommending the approval for a not-to-exceed amount of \$500,500 for SBCTA led Construction Freeway Service Patrol (CFSP) support along the I-15 Express Lanes construction project scheduled to start in the Spring/Summer of 2024. This portion will be funded by Measure I Valley Freeway Program funding, and SBCTA staff will determine when and how many hours of CFSP support will be provided.

Staff is also recommending that the Board approve and authorize the Executive Director, or his designee, to release contingency funds for Contract No. 23-1002947, in a not-to-exceed amount of \$685,430.

The SOW is attached and incorporated into the contract as Exhibit A. The pricing information is attached and incorporated into the contract as Exhibit B. Upon Board approval, the contract will be executed, and mobilization will begin in December of 2023, with full FSP service for Beat No. 23 starting on August 1, 2024. The approval of this contract will ensure no disruption of service to the motoring public. The long lead time is needed so that the FSP service provider can procure tow trucks to be used on Beat No. 23 well in advance of the start of operations.

Financial Impact:

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

General Policy Committee Agenda Item
November 8, 2023
Page 3

Reviewed By:

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

Responsible Staff:

Rana Semaan, Management Analyst II

Approved
General Policy Committee
Date: November 8, 2023

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 23-1002947 Amendment No.: _____
 Contract Class: Payable Department: Air Quality and Mobility
 Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body & Towing
 Description: FREEWAY SERVICE PATROL BEAT 23

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	5,032,510.00	Original Contingency		\$	685,430.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	5,032,510.00	Total Contingency Value		\$	685,430.00
	Total Dollar Authority (Contract Value and Contingency)					\$	5,717,940.00

Contract Authorization

Board of Directors _____ Date: 12/06/2023 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date:				08/01/2024		Expiration Date:				07/31/2029		Revised Expiration Date:					
NHS:				N/A		QMP/QAP:				N/A		Prevailing Wage:				N/A	
												Total Contract Funding:		Total Contingency:			
Fund		Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name				\$	5,032,510.00	\$	685,430.00		
GL:	2820	15	0704	0000	52001	42213018		SHA					517,944.00		-		
GL:	2702	15	0704	0170	52001	42217714		FSP SB1					517,944.00		-		
GL:	2702	15	0704	0171	52001	42217714		FSP SB1					517,944.00		-		
GL:	2702	15	0704	0170	52001	42217716		FSP SB1					517,944.00		-		
GL:	2702	15	0704	0171	52001	42217716		FSP SB1					517,944.00		-		
GL:	2702	15	0704	0170	52001	42217718		FSP SB1					517,944.00		-		
GL:	2702	15	0704	0171	52001	42217718		FSP SB1					517,944.00		-		
GL:	2810	15	0704	0000	52001	42212001		SAFE					906,402.00		-		
GL:	4110	40	0820	0831	52001	41100000		CFSP MSI Fwy					500,500.00		685,430.00		
GL:													-		-		
GL:													-		-		
GL:													-		-		
GL:													-		-		
GL:													-		-		

Rana Semaan

Project Manager (Print Name)

Steven Smith

Task Manager (Print Name)

Additional Notes: MSI Freeway totals (Contract & Contingency) are not part of the 20% DMV Safe Funds as they are SBCTA Led Construction Freeway Service Patrol (CFSP) services. CFSP service hour amounts are not guaranteed and subject to SBCTA approval prior to service execution.

Attachment: CSS - 23-1002947 [Revision 1] (9918 : Award Freeway Service Patrol Contract No. 23-1002947 for Freeway Service Patrol Beat No.

CONTRACT NO. 23-1002947**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ROYAL COACHES AUTO BODY & TOWING****FOR****FREEWAY SERVICE PATROL BEAT 23**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Royal Coaches Auto Body & Towing, a California corporation ("CONTRACTOR"), whose address is: 14827 Ramona Blvd, Baldwin Park, CA 91706. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract and;

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONTRACTOR agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.
- 1.3 The Project Manager for this Contract is Kelly Lynn or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of the first of the following two written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through July 31, 2029 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Five Million, Thirty Two Thousand, Five Hundred Ten Dollars (\$5,032,510). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's

direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit "B". Identified below are the amounts authorized to be compensated for the following:
 - 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.
 - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is "out of service" without violation, as set forth in Exhibit "C".
 - 3.3.3 Penalized Down Time: Assessed at five (5) times the hourly rate, broken down into one minute increments, when a truck is "out of service" in violation of the Contract, as set forth in Exhibit "C".
 - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
 - 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to issuance of the applicable NTP or an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and

to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of a Caltrans/SBCTA CFSP Cooperative agreement. These projects will require a

cooperative agreement with Caltrans and the issuance of a Caltrans Task Order (CTO).

2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work:

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

ARTICLE 5. MOBILIZATION COSTS PAYMENT

The mobilization costs advance payment was made to CONTRACTOR to help offset pre-start date costs. CONTRACTOR shall pay back the Zero (\$0) advance payment made at the time that the NTP No. 1 was provided. CONTRACTOR shall pay back this payment in twelve (12) equal monthly installments to be deducted from their monthly invoice by the Project Manager.

Failure to pay back the entirety of the Mobilization costs will result in withholding remaining balance from the final payment in the event of early termination.

ARTICLE 6. TAXES, DUTIES AND FEES

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

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONTRACTOR, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate

CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 8. PERMITS AND LICENSES

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

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

- 9.1 CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within eight (8) hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a

good faith effort to resolve the claim, and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 11. REPORTING

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:
- 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
 - 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
 - 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
 - 12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications

are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

12.2.1 Increases or decreases the Scope of Work;

12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;

12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or

12.2.7 Approves any demand or claims for additional payment.

- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.

- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

- 12.5 CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONTRACTOR, SBCTA shall:

12.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.

12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 14.2 The CONTRACTOR shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONTRACTOR will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 15. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. .

ARTICLE 16. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the

labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Bill Salazar	President & CEO
Juan (Johnny) Perez	FSP Program Manager
Mike Perez	FSP Asst. Prog. Mgr. Resource & Scheduling Lead, Proposed SBCTA Beat 23 Beat Manager
David Acevedo	FSP Asst. Prog. Mgr. Quality Assurance
German (Danny) Fajardo	FSP Asst. Prog. Mgr. Certificates & License Compliance, RCTC Express Lanes 91/15 Beat Manager
Miguel Coronado	FSP Asst. Prog. Mgr. CFSP, Beats 9, 31 & 10
Timothy Chilikoff	Asst. Prog. Mgr. Beats 29, 14 & 18/19
Arion Martinez	Asst. Prog. Mgr. Beats 1, 2 & 25
Adrain Cotton	Asst. Prog. Mgr. Beats 20 & 35
Carlos Solorzano	Maintenance
Laura Cordova	Office/Accounting Manager

ARTICLE 17. REPRESENTATIONS

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

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 18.1 If, as a part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 18.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees and agents will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at

the time of disclosure to CONTRACTOR, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees and agents, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONTRACTOR, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

ARTICLE 19. TERMINATION

- 19.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Work.
 - 19.1.1 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 - 19.1.2 CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's tools and equipment, if any, to it or its suppliers' premises in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further

payments to CONTRACTOR; (b) stop any Work of CONTRACTOR related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of SBCTA owned tools and equipment by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

ARTICLE 20. STOP WORK ORDER

Upon failure of CONTRACTOR to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

ARTICLE 21. CLAIMS

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

ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR

or any subcontractor of any tier. All subconsultants of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall be appropriate for the CONTRACTORS business and at a minimum shall include, coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the CONTRACT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$5,000,000 per occurrence for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$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 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.

- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 each accident. Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the Commercial General liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000, whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include, or a stand alone policy be issued, that includes the following:
 - \$100,000 Limit
 - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
 - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability. The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct

business in the state of California, then they must meet the current A.M. Best rating of A-: X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

- 22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance and pollution liability insurance shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name San Bernardino County Transportation Authority and California Highway Patrol (CHP) and California Department of Transportation (Caltrans) their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to all liability, claims or losses arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted under this CONTRACT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP No. 2 or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to

approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 22.2.5 CONTRACTOR's and Sub-contractor's Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this CONTRACT to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@SBCTA.ca.gov to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold

such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

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

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

ARTICLE 23. INDEMNITY

23.1 INTENTIONALLY OMITTED.

23.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Highway Patrol (CHP) and California Department of Transportation (Caltrans) and their respective authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by an indemnified party on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to an indemnified party's "active" as well as "passive"

negligence, but does not apply to an indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 24. ERRORS AND OMISSIONS

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

ARTICLE 25. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 28. INDEPENDENT CONTRACTOR

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

ARTICLE 29. ATTORNEY'S FEES

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

ARTICLE 30. GOVERNING LAW AND VENUE

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

ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 32. PRECEDENCE

- 31.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 33. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONTRACTOR	To SBCTA
14827 Ramona Blvd	1170 W. 3rd Street, 2nd Floor
Baldwin Park, CA 91706	San Bernardino, CA 92410-1715
Attn: William Salazar	Attn: Kelly Lynn/klynn@gosbcta.com
	cc: Procurement Manager
Phone: (626) 960-1824	Phone: (909) 884-8276
Email: bill@royalcoaches.com	Email: procurement@gosbcta.com

ARTICLE 34. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

ARTICLE 35. GRATUITIES

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

ARTICLE 36. REVIEW AND ACCEPTANCE

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

ARTICLE 37. CONFIDENTIALITY

Any SBCTA communications or materials to which CONTRACTOR or agents have access, or materials prepared by CONTRACTOR under the terms of this Contract, shall be held in confidence by CONTRACTOR, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONTRACTOR or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONTRACTOR shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

ARTICLE 40. SAFETY

CONTRACTOR shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONTRACTOR's operations in the performance of Work under this Contract. CONTRACTOR shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 41. DRUG FREE WORKPLACE

CONTRACTOR agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 *et seq.*

ARTICLE 42. ASSIGNMENT

CONTRACTOR shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 43. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 44. PREVAILING WAGES

INTENTIONALLY OMITTED

ARTICLE 45. CONTINGENT FEE

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

ARTICLE 46. FORCE MAJEURE

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

ARTICLE 47. WARRANTY

CONTRACTOR warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, CONTRACTOR shall take the necessary actions to correct the breach at CONTRACTOR's sole expense. If CONTRACTOR does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONTRACTOR shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 48. ENTIRE DOCUMENT

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract.

Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

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

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

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

CONTRACTOR

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
William Salazar
President

Date: _____

By: _____
William Salazar
Secretary

Date: _____

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

EXHIBIT A “SCOPE OF WORK”

DRAFT

**EXHIBIT A
SCOPE OF WORK
RFP NO. 23-1002947
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
(SBCTA)
FREEWAY SERVICE PATROL (FSP)
BEAT NO. 23- INTERSTATE 15 (I-15) FROM JURUPA STREET
(RIVERSIDE COUNTY LINE) TO SIERRA AVENUE**

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY

The purpose of the SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (DECEMBER, 2023):

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

NTP NO. 2 (ESTIMATED JULY 1, 2024):

The deliverables associated with NTP No. 2 is the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 23 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's FSP Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR’s contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA’s contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 23 is at Interstate 15 (I-15) from Jurupa Street (Riverside County Line) to Sierra Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP

request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be

required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 23 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights:	Metric and Standard 4-way Lug Wrenches
Front/rear selectable, rear directional, in-cab controls	
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	Tool Kit
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an “outside speaker” or a “mic”) as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the

Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR’s monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR’s improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note:*** ***If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

6.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold in color nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's

required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

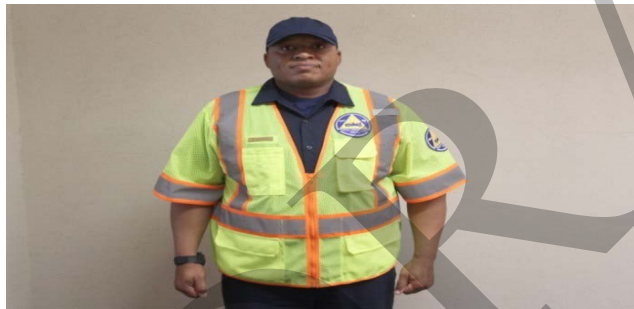
During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

FSP UNIFORM PHOTO EXAMPLES





FSP UNIFORM STRIPE EXAMPLES



7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

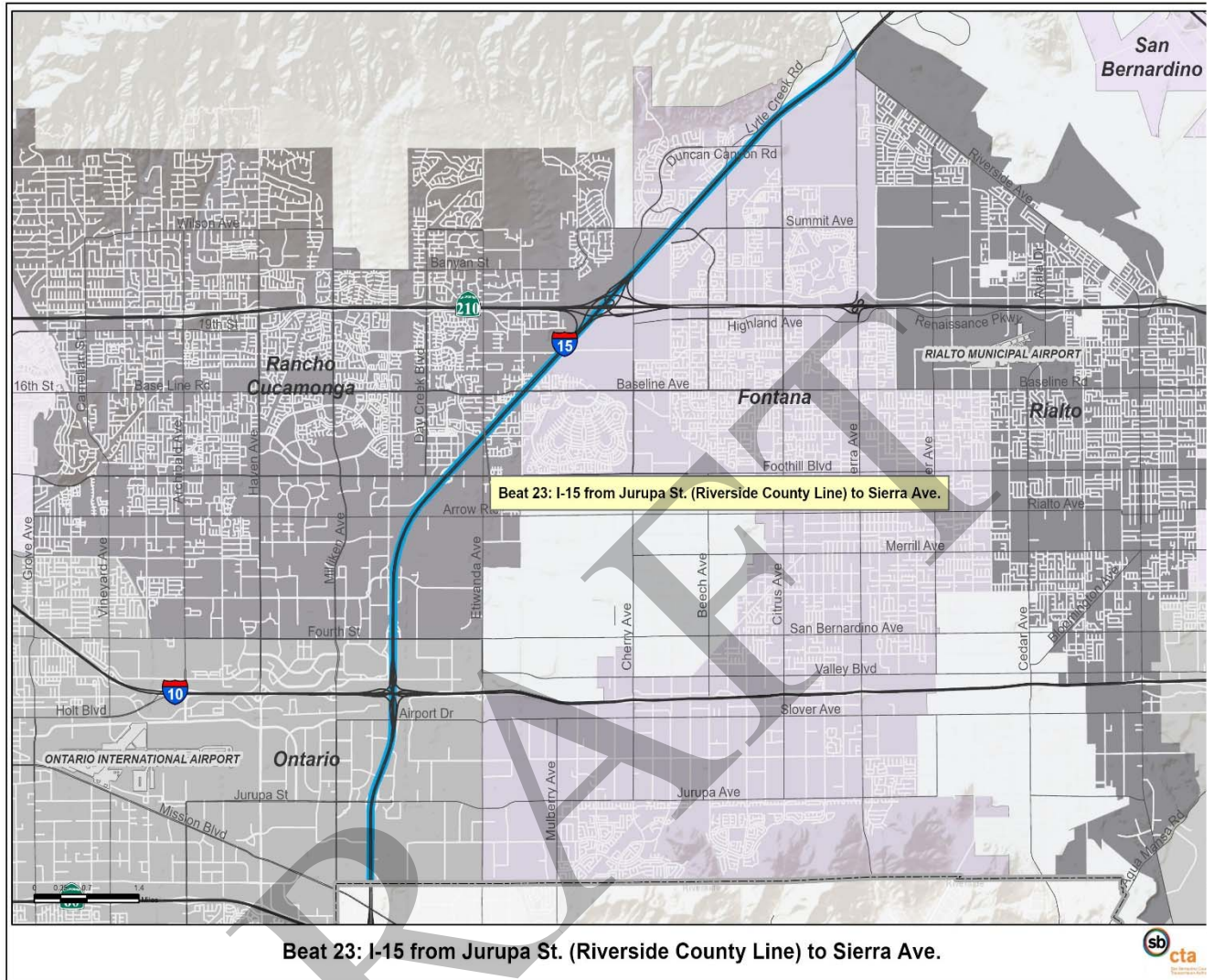
Beat No.	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
23	I-15 FROM JURUPA STREET (RIVERSIDE COUNTY LINE) TO SIERRA AVENUE	8.6	2	1

Please refer to Attached Map of Beat No. 23 area

Beat 23 is scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from **2:00 p.m. to 6:30 pm (Monday through Thursdays)**. On Fridays, the PM shift begins at **12:00 p.m. to 6:30 p.m.**

FSP Beat No. 23 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.

9.0 BEAT MAP



10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours.
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours.
- Approximate “Extra Work” Contingency for SBCTA led Construction FSP per either one (1) or two (2) primary vehicle(s) per year for a total of 3,500 hours. Construction FSP would be approximately 24 months. **Construction FSP may also take place on the weekend and late evening hours, and are not guaranteed and based upon construction need.**

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
8. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
9. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 23 is the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction related to CFSP “Extra Work” projects.

SBCTA reserves the right to change Beat hours, the length of a Beat and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents’ Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year’s Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

EXHIBIT B “PRICE FORM FOR TIME AND MATERIALS”

DRAFT

Exhibit B

Contract: 23-1002947

Compensation and Payment

Overview Contract No. 23-1002947 with Royal Coaches Auto Body & Towing for Beat 23

Beat 23 Term

NTP I: December 2023-July 31, 2024

NTP II: August 1, 2024-July 31, 2029

Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required

Beat 23 Term I-15 Express Lanes Construction Support estimated August 1, 2024 - July 31, 2029

NTP I

December 2023- July 31, 2024

PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
December 2023- July 31, 2024	N/A	N/A	N/A	N/A	\$0.00	\$0

**BEAT23- FSP SUPPORT I-15 EXPRESS LANES CONSTRUCTION SUPPORT COMPENSATION AND
PAYMENT PROVISIONS**

August 1, 2024 through July 31, 2027 (ESTIMATED SCHEDULE)

TWO TRUCKS FOR CFSP SUPPORT

NOT GUARANTEED AND SUBJECT TO SBCTA APPROVAL

PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED TOTAL HOURS	HOURLY RATE	ESTIMATED NOT TO EXCEED AMOUNT FOR CFSP SUPPORT SERVICES 2 Trucks
YEAR 1-2 : I-15 EXPRESS LANES CONSTRUCTION SUPPORT / 2 PRIMARY TRUCKS (8/1/24-7/31/27) ESTIMATED SCHEDULE * EXPRESS LANES CONSTRUCTION SUPPORT HOURS ARE NOT GUARANTEED AND SUBJECT TO PROJECT AVAILABILITY AND SBCTA APPROVAL*	3,500	\$143.00	\$500,500
WEEKEND HOURS, EXTRA WORK HOURS, CFSP SUPPORT HOURS AND CFSP SBCTA SUPPORT HOURS ARE NOT GUARANTEED AND SUBJECT TO SBCTA APPROVAL			

**BEAT 23- FSP SERVICES
FSP Tow Services COMPENSATION AND PAYMENT PROVISIONS
NTP II**

August 1, 2024-July 31, 2029

Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required

PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS (1 Truck)	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS)
YEAR 1: FY 24/25-FY 25/26 (8/1/24-7/31/25)	2,116	765	202	3,083	\$143.00	\$881,738
YEAR 2: FY 25/26-FY 26/27 (8/1/25-7/31/26)	2,116	765	202	3,083	\$143.00	\$881,738
YEAR 3: FY 26/27-FY 27/28 (8/1/26-7/31/27)	2,116	765	202	3,083	\$143.00	\$881,738
YEAR 4: FY 27/28-FY 28/29 (8/1/27-7/31/28)	2,116	765	202	3,083	\$153.00	\$943,398
YEAR 5: FY 28/29-FY 29/30 (8/1/28-7/31/29)	2,116	765	202	3,083	\$153.00	\$943,398
Regular FSP Tow Services (10,580 hours is one truck) for Beat 23. The estimated hours for two Primary trucks is 10,580 x 2 =21,160.	10,580	3,825	1008	15,413		\$4,532,010
TOTAL CONTRACT 23-1002947 BEAT 23 NTP II (August 1, 2024- July 31, 2029) (I-15 EXPRESS LANES FSP SUPPORT + REGULAR FSP SERVICES)						\$5,032,510

NTP II YEAR 1-3**EXTRA TIME, NON PENALIZED DOWN TIME AND
PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$(2.38) per minute

Non-Penalized Down Time: \$(2.38) per minute

Penalized Down Time: \$(7.14) Per Minute

NTP II YEAR 4-5**EXTRA TIME, NON PENALIZED DOWN TIME AND
PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$(2.55) per minute

Non-Penalized Down Time: \$(2.55) per minute

Penalized Down Time: \$(7.65) Per Minute

**WEEKEND HOURS, EXTRA WORK HOURS,
CFSP CALTRANS SUPPORT HOURS
AND CFSP I-15 EXPRESS LANES SUPPORT HOURS
ARE NOT GUARANTEED AND SUBJECT TO SBCTA
APPROVAL**

EXHIBIT C – PENALTIES

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EXHIBIT C SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect ten (10) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Wheel lift Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer unique digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

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Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2023

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dawn Rowe Board of Supervisors				X		X		X	X			
Curt Hagman Board of Supervisors			X	X	X	X		X				
Joe Baca, Jr. Board of Supervisors		X	X	X	X	X		X	X			
Art Bishop Town of Apple Valley		X	X	X	X	X		X	X			
Ray Marquez City of Chino Hills		X	X		X	X		X	X			
Frank Navarro City of Colton			X	X	X	X		X	X			
Acquanetta Warren City of Fontana		X	X		X	X		X	X			
Larry McCallon City of Highland		X	X	X				X	X			
Rhodes Rigsby City of Loma Linda			X	X				X	X			
Alan Wapner City of Ontario		X	X	X		X		X	X			
Debra Jones City of Victorville		X	X		X	X		X	X			
Rick Denison Town of Yucca Valley		X	X	X	X	X		X	X			

Communication: Attendance (Additional Information)

X = Member attended meeting.
Shaded box = No meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

Crossed out box = Not a Board Member at the time.

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

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

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019