

AGENDA

Transit Committee Meeting

September 14, 2023

9:00 AM

Location

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

Transit Committee Membership

Chair

Rick Denison, Mayor
Town of Yucca Valley

Sylvia Rodriguez-Robles, Council Member
City of Grand Terrace

Vice Chair

John Dutrey, Mayor
City of Montclair

Larry McCallon, Mayor
City of Highland

Eunice Ulloa, Mayor
City of Chino

Alan Wapner, Council Member
City of Ontario

Ray Marquez, Council Member
City of Chino Hills

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Frank Navarro, Mayor
City of Colton

Dawn Rowe, Supervisor
County of San Bernardino

Acquanetta Warren, Mayor
City of Fontana

Joe Baca, Jr., Supervisor
County of San Bernardino

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

AGENDA

Transit Committee Meeting

**September 14, 2023
9:00 AM**

Location

SBCTA Office

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 Rick Denison)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Sandra Castro

Possible Conflict of Interest Issues

Pg. 2

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

1. Information Relative to Possible Conflict of Interest

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

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

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.

Pg. 11

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

Receive and file Change Order Report.

Presenter: Victor Lopez

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

DISCUSSION ITEMS

Discussion - Transit

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

Pg. 13

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

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

Presenter: Ryan Aschenbrenner

This item 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 agreement.

4. 2023 Award of Transportation Development Act Article 3 Funds for Transit Stop Access Improvement Projects

Pg. 72

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

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

Presenter: Nancy Strickert

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

5. Amendment No. 7 to Contract No. 17-1001587 for the Redlands Passenger Rail Project

Pg. 78

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

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

Presenter: Rebekah Soto

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

6. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Arrow Service - Continuing Appropriations Pg. 84

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

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

Presenter: Rebekah Soto

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

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.

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 Transit Committee meeting is scheduled for October 12, 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 - The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at www.gosbcta.com/board/meetings-agendas/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide copies to the Clerk of the Board for distribution. Information provided as public testimony is not read into the record by the Clerk.

Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

Public Comment – An opportunity is also provided for members of the public to speak on any subject within the Board's jurisdiction. Matters raised under "Public Comment" will not be acted upon at that meeting. See, "Public Testimony on an Item," above.

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

Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

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

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time to time, circumstances may require deviation from general practice (but not from the Brown Act or agency policy).
- Deviation from general practice is at the discretion of the Chair.

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: September 14, 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
3	23-1002930	City of Redlands	None
4	N/A	Omnitrans	None
	N/A	Victor Valley Transit Authority	None
	N/A	City of Adelanto	None
	N/A	City of Fontana	None
	N/A	City of Loma Linda	None
	N/A	City of Ontario	None
	N/A	City of San Bernardino	None
	N/A	San Bernardino County	None
5	17-1001587-07	Southern California Regional Rail Authority	None
6	N/A	Southern California Regional Rail Authority	None

Financial Impact:

This item has no direct impact on the annual budget.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Entity: San Bernardino County Transportation Authority

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Approved
Transit Committee
Date: September 14, 2023
Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: September 14, 2023

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

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

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Contract has had no CCOs executed since the last report.
- C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had no CCOs executed since the last report.
- D. Contract No. 20-1002310 with Stadler US for Zero Emission Multiple Unit (ZEMU) Rail Vehicle Procurement has had no CCOs executed since the last report.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: September 14, 2023
Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts Executed Change Orders		
Number	Description	Amount
RPRP - Vehicle Procurement Stadler (16-1001531)		
	CCO Total	\$1,232,746.83
	Approved Contingency	\$2,070,508.00
	Remaining Contingency	\$837,761.17
RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
	CCO Total	\$24,580,968.81
	Approved Contingency	\$24,634,814.59
	Remaining Contingency	\$53,845.78
RPRP - Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
	CCO Total	\$6,131,139.71
	Approved Contingency	\$6,638,400.00
	Remaining Contingency	\$507,260.29
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

Minute Action

AGENDA ITEM: 3

Date: September 14, 2023

Subject:

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

Recommendation:

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

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

Background:

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

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

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

The City of Redlands has requested a license for a new installation of an 8-inch underground ductile iron pipe conveying potable water. The City has an existing license (RRND007394) issued by Atchinson, Topeka and Santa Fe Railway in 1960 for a 2" to 4" waterline along SBCTA right-of-way from just west of Division Street to Judson Street. As part of their pipe replacement Capital Improvement Project, the City is replacing the existing waterline with the new 8-inch waterline and abandoning the existing waterline in place.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

September 14, 2023

Page 2

The location of the new installation crosses the SBCTA right-of-way along the east side of University Street (milepost 9.76) then continues easterly within SBCTA's right-of-way along the north side of the Redlands subdivision for 3,160 linear feet to Judson Street (milepost 10.40) in the City of Redlands. The portion of waterline between University Street and Cook Street was installed prior to the construction of the Redlands Passenger Rail Project and the University Station and will not disrupt services. The remainder of waterline is proposed to be installed within inactive rail property upon execution of this license. Engineering reviews determined this installation would have no impact on future rail improvements. Policy 31602, Section V. C. requires Board approval for this facility because it is greater than 1,000 feet in length. Staff requests that the Transit Committee recommend that the Board approve the Specific License Exhibit for the City of Redlands' water line and concurrently approve Master License Agreement No. 23-1002930.

This MLA has a single location at this time and will function as a regular license; however, in the future, should the City of Redlands request additional locations, they will be added as a separate SLE to this MLA in accordance with Policy 31602.

Financial Impact:

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

Reviewed By:

This item 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 agreement.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Transit Committee
Date: September 14, 2023

Witnessed By:

General Contract Information

Contract No: 23-1002930 Amendment No.: _____

Contract Class: Receivable Department: Transit

Customer ID: Z-002930 Customer Name: City of Redlands

Description: Master License Agreement - City of Redlands Municipal Utilities

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,200.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,200.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	1,200.00

Contract Authorization

Board of Directors Date: 10/4/2023 Committee Item # _____

Contract Management (Internal Purposes Only)

Local Right of Way – Licenses Annual Payments

Accounts Receivable

Total Contract Funding: \$ 1,200.00 Funding Agreement No: 23-1002930

Beginning POP Date: 10/4/2023 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039

Expiration Date: 12/31/2039 Fund Admin: Yes

Parent Contract 23-1002930 PM Description Master License Agreement - City of Redlands

Z-Related Contracts Z23-1002930

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 1080	30	0313	0360	43030001	1,200.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Joy Buenaflor

Task Manager (Print Name)

Additional Notes: There are no annual use fees charged for this license as it is exempt due to the licensee being an incorporated city within San Bernardino County. Administration Fee of \$1,200 to be collected annually on anniversary of commencement date.

Attachment: CSS - 23-1002930 [Revision 1] (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

SBCTA Contract No. 23-1002930

MASTER LICENSE AGREEMENT

BETWEEN

SBCTA

AND

CITY OF REDLANDS

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT (“MLA” or “License”) is made and entered into as of the date executed by SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§130800 et seq. (“SBCTA”) and, CITY OF REDLANDS (“Licensee”), upon and in consideration of the agreements, covenants, terms and conditions below.

PART I – BASIC MASTER LICENSE PROVISIONS

The Basic Master License Provisions provided in Part I and the Standard Master License Provisions set forth in Part II of this MLA, together with all Exhibits and Attachments referenced are incorporated into and made part of this MLA. In the event of conflict between Part I, individual SLEs, and Part II, or between Part I and any Exhibits or Attachments, Part I shall control. In the event of conflict between Part II and any Exhibits or Attachments, Part II shall control, except in the event of a conflict between Part II and Exhibit “D”, in which case Exhibit “D” shall control. In the event of conflict between Exhibit “A”, which is inclusive of each individual Specific License Exhibit, and Exhibit “E”, Exhibit “A” shall control.

1. *Parties*

SBCTA’s Address:

1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Transit and Rail Programs
909-884-8276

Licensee’s Address:

CITY OF REDLANDS
Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Point of Contact: Gerardo Nepomuceno
Telephone: 909-798-7584 extension 4
Email: gnepomuceno@cityofredlands.org

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

2. *Recitals*

2.1 SBCTA. SBCTA is the owner in fee of certain properties located throughout San Bernardino County.

2.2 Licensee. LICENSEE wishes to enter certain of the properties owned by SBCTA in order to do the following: (1) maintain existing utilities and appurtenant facilities in, on, over, under or across such properties; and/or (2) install and maintain new utilities and appurtenant facilities in, on, over, under or across such properties.

2.3 Scope of License. The MLA will serve as an agreement permitting the LICENSEE to maintain existing utilities and appurtenant facilities and to install and maintain new utilities and appurtenant facilities and are preliminarily approved by SBCTA. A *Specific License Exhibit* ("SLE") has been developed and attached to this Master License Agreement, substantially in the form of Exhibit "A" attached hereto. Each SLE shall be subject to the terms of this Master License Agreement and shall become a part hereof. Each SLE shall be executed by the Licensee. No SLE provision shall be revised without the SBCTA's written permission, which shall be granted at the SBCTA's sole discretion. Each SLE shall be accompanied by the following attachments: Attachment No. 1 – Map, or Depiction of the Premises and Improvements, and Attachment No. 2 – Varying Insurance Requirements, if applicable, that may exceed or complement standard insurance provisions. SBCTA reserves the right to reject any proposed utility and appurtenant facilities in its sole and absolute discretion, or to request changes thereto prior to acceptance.

2.4 Consideration. This Master License Agreement is made in consideration of the terms, conditions and mutual covenants herein, the sufficiency of which are hereby acknowledged.

IN WITNESS WHEREOF, this License was duly executed by the LICENSEE and SBCTA on the dates below, and is effective as the date executed by SBCTA.

LICENSEE:
CITY OF REDLANDS

SBCTA

By: _____
Name: Goutam Dobey
Title: City Engineer

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

Date: _____

Date: _____

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

PART II – STANDARD MASTER LICENSE PROVISIONS

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Exhibits:

Exhibit “A” Specific License Exhibit – “SLE”

Attachment No. 1 – SLE: Map/Depiction of Premises

Attachment No. 2 – SLE: Varying Insurance Requirements

Exhibit “B” Insurance Requirements

Exhibit “C” Permitted Hazardous Material

Exhibit “D” Additional Requirements

Exhibit “E” Control Master Ledger

PART II - STANDARD MASTER LICENSE PROVISIONS

1. GRANT AND SCOPE OF LICENSE

- 1.1. Grant of License. SBCTA hereby grants a non-exclusive, revocable license to LICENSEE in, on, over, under, across and along the real property of SBCTA in the location described in the Specific License Exhibit (“SLE”). The locations described in each SLE, the (“Premises”), are permitted for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in SLE, and any usual and necessary related appurtenances thereto (the “Improvements”), for the purposes described in the SLE, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvements and for no other purpose. In connection with this grant of license, LICENSEE, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, “LICENSEE’s Parties”) subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SBCTA if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SBCTA’s prior written approval. The Premises, adjoining real property of SBCTA and personal property of SBCTA located thereon shall hereinafter collectively be referred to as “SBCTA Property.” Notwithstanding the foregoing grant of license, a Right of Entry Permit is required in each instance where an activity requires Railroad Protective Liability in SBCTA’s sole discretion.
- 1.2. Condition of Premises. LICENSEE acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. LICENSEE accepts the Premises “as is” as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, whether patent or latent, including, without limitation, all existing environmental conditions. Taking of possession by LICENSEE shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.
- 1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in the SLE and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by LICENSEE in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SBCTA’s prior written approval.
- 1.4. Non-exclusive and Revocable Nature of License. The License granted herein is not exclusive and SBCTA specifically reserves the right to grant other licenses within the Premises. LICENSEE agrees that notwithstanding the Improvements made by LICENSEE to the Premises or other sums expended by LICENSEE in furtherance of this License, the license granted herein is fully revocable by SBCTA in accordance with the terms of this License.
- 1.5. Easements. SBCTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that SBCTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions

and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by LICENSEE. LICENSEE shall sign any of the aforementioned documents upon request of SBCTA and failure to do so shall constitute a material breach of this License.

2. TERM, TERMINATION AND SURRENDER

- 2.1. Term of License. The term of this MLA shall commence on the “Commencement Date” specified in the SLE. This MLA shall continue in full force and effect on a month-to-month basis until the termination of all SLEs associated with this MLA, unless otherwise terminated earlier as provided herein. The term of this MLA as provided above is referred to as the “Term.”
- 2.2. Termination.
 - 2.2.1. Convenience. This MLA and each SLE shall continue in full force and effect on a month-to-month basis until terminated by either Party on thirty (30) days’ prior written notice. The “Termination Date” shall be 30 days from the provisions of written notice of termination as set forth below, unless a specific termination date is provided in the notice. SBCTA may terminate this MLA, or any SLE subject to this MLA, on thirty (30) days’ prior written notice, but SBCTA shall also return to LICENSEE, within thirty (30) days after termination, the pro-rata portion of any Annual Use fee paid by the LICENSEE for the portion of the agreed term that will not be used by LICENSEE.
 - 2.2.2. Cause. SBCTA may terminate this MLA, or any SLE subject to this MLA, for cause in accordance with the provisions hereof, including, without limitation, Sections 24 (Abandonment), 7 (Default, Breach and Remedies) and 25.11 (Assignment). In addition, SBCTA shall have the right, at LICENSEE’s expense, to terminate this License in accordance with the provisions of Section 7.2.1 upon discovery of any default set forth in Section 8.1(d).
 - 2.2.3. Public Use. In addition to any and all other termination rights of SBCTA described herein, LICENSEE hereby expressly recognizes and agrees that the Premises are located on SBCTA property that may be developed for public projects and programs which may be implemented by SBCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually “Public Use”); and that LICENSEE’s use of the Premises under this MLA and each SLE is a temporary, interim use as to which LICENSEE has no right to nor expectation of use for any particular length of time that may be terminated by SBCTA by thirty (30) days written notice to LICENSEE as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this MLA, LICENSEE expressly acknowledges and agrees that:
 - (a) SBCTA may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of SBCTA’s Executive Director, or designee;

- (b) LICENSEE shall **NOT** object to, oppose, or protest at any approval proceeding, nor file suit to prevent or delay, any Public Use when planned, proposed or implemented on or adjacent to the Premises;
- (c) If SBCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, LICENSEE shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SBCTA or any parties having operating rights over the Premises, at LICENSEE's sole cost and expense, within thirty (30) days after written notice from SBCTA; and
- (d) LICENSEE expressly assumes all risk of any future Public Use as determined by SBCTA and in the event SBCTA terminates this License and requires LICENSEE to vacate the Premises for any Public Use, LICENSEE shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:
 - (i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and
 - (ii) compensation under any eminent domain or inverse condemnation law.

2.2.4. Penalty: If LICENSEE fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the Termination Date, then, in addition to any and all other remedies available to SBCTA under the terms of this MLA or at law or equity, LICENSEE shall pay a Penalty equal to twice the Annual Use Fee in effect on the day prior to the Termination Date, plus twice any Additional Use Fee, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that LICENSEE has terminated use and restored the Premises to the required condition. In the event that any Additional Use Fee is set as a percentage of revenues, or on some other variable basis, it shall be calculated based on the average for the prior twelve-month period or if in effect less than one year, the monthly average from the effective date to the day prior to the Termination Date.

- 2.3. Termination of Use and Restoration of Premises. Upon the Termination Date, unless otherwise requested in writing by SBCTA prior to the Termination Date, LICENSEE, at its own cost and expense, shall immediately remove all alterations, additions and Improvements made by LICENSEE to the Premises and restore the SBCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should LICENSEE fail to comply with the requirements of the preceding sentence, SBCTA may at its option (i) perform the same at LICENSEE's expense (including costs, interest, and fees), which LICENSEE agrees to pay to SBCTA, on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release LICENSEE from any liability

or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SBCTA Property is restored.

3. PAYMENTS

- 3.1. Fees. As consideration for the rights herein granted, LICENSEE agrees to pay to SBCTA the Administration and Use Fees specified in each SLE, adjusted as set forth in Section 3.2.
 - 3.1.1. Administration Fee. The Administration Fee set forth in each SLE shall be due and payable annually in advance prior to each anniversary of the Commencement Date of this MLA.
 - 3.1.2. Annual Use Fee. The first Annual Use Fee noted each SLE shall be due and payable upon LICENSEE's execution of said SLE. The Annual Use Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date of the MLA for the convenience of both Parties, without affecting the Term of this License as specified in Section 2.1 of the Basic Master License Provisions.
 - 3.1.3. Application Fee. LICENSEE agrees to pay a processing/application fee, per SBCTA's current policy, when applying for the installation of a new facility. The Application fee shall be submitted concurrently with the Application Form for the new SLE.
 - 3.1.4. Additional Use Fee. If additional use fees are indicated on an SLE, the fee noted therein shall be due and payable upon execution of said SLE by LICENSEE.
- 3.2. Use Fee Adjustment.
 - 3.2.1. Annual CPI Adjustment. The Annual Use Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date (the "Adjustment Date"). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Annual Use Fee as of each Adjustment Date shall be the greater of the Annual Use Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the latest CPI figure as of the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the latest CPI figure as of the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside - San Bernardino - Ontario, all items, not seasonally adjusted (DECEMBER 2017 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics (Bureau) under the Series Id: [CWURS49CSA0](#), or if such index is no longer published,

the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period DECEMBER 2017 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SBCTA.

- 3.2.2. Fair Market Adjustment. At intervals of not less than three (3) years, the Annual Use Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SBCTA in good faith. Such increases shall be effective as of thirty (30) days after written notice from SBCTA to LICENSEE of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on any subsequent date and thereafter at intervals of not less than three (3) years apart.
- 3.3. Late Charge. LICENSEE acknowledges that late payment by LICENSEE of any payment owed to SBCTA under this License will cause SBCTA to incur costs not contemplated by this License, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from LICENSEE is not received by SBCTA within five (5) days of when due, LICENSEE shall pay to SBCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SBCTA will incur by reason of a late payment by LICENSEE. Acceptance of any late payment charge shall not constitute a waiver of LICENSEE's default with respect to the overdue payment, nor prevent SBCTA from exercising any of the other rights and remedies available to SBCTA under this License, at law or in equity. In addition, any payment not made within 15 days of when due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

4. TAXES

LICENSEE shall be liable for and agrees to pay promptly and prior to delinquency, any applicable tax or assessment, including but not limited to any possessory interest tax as described in California Revenue and Taxation Code Section 107, levied by any governmental authority: (a) against the Improvements, the Premises and/or any

personal property, fixtures or equipment located on or placed on the Premises, whether owned by LICENSEE or any person or entity acting for or at the request of LICENSEE; or (b) as a result of the LICENSEE's or the Improvements' operations.

5. LIENS

LICENSEE will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. LICENSEE shall not suffer or permit to be filed or enforced against the Premises or the

Improvements, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance, Work, activities, or operations of LICENSEE, or out of any other claim or demand of any kind. The term "Work" under this MLA means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. LICENSEE shall provide SBCTA with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the Improvements. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SBCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SBCTA from any and all such obligations and claims, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of SBCTA. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SBCTA in compliance with applicable California law. If LICENSEE does not discharge any mechanic's lien or stop notice for works performed for LICENSEE, SBCTA shall have the right to discharge same (including by paying the claimant) and LICENSEE shall reimburse SBCTA for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. In such circumstances, LICENSEE shall pay an additional fee to SBCTA of twenty five percent (25%) of the costs of the discharge of the lien or stop notice in order to cover SBCTA's administrative costs. SBCTA reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SBCTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this MLA.

6. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, LICENSEE assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SBCTA Property and any other property of, or under the control or custody of, LICENSEE, which is on or near the Premises. LICENSEE's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SBCTA Property, accident or fire or other casualty on the SBCTA Property, and electrical discharge, noise or vibration resulting from SBCTA's transit operations on or near the SBCTA Property. The term "SBCTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SBCTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SBCTA. LICENSEE, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by LICENSEE or for whose acts LICENSEE is liable (collectively, "Personnel"), as a material part of the consideration for this License, hereby waives all claims and demands against SBCTA for any such loss, damage or injury of LICENSEE and/or its Personnel. **In that connection, LICENSEE expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this License.

7. DEFAULT, BREACH AND REMEDIES

7.1. Licensee Default. LICENSEE shall be deemed to have breached and be in default under this License when any of the following occurs:

- (a) LICENSEE shall fail to make any payment or any reimbursement to SBCTA required herein when due;
- (b) LICENSEE shall vacate all or a substantial portion of the Premises, whether or not LICENSEE is in default of the payment or other charges due under this License;
- (c) LICENSEE shall fail to comply with any other term, provision or covenant of this License, and shall not cure such failure within thirty (30) days after written notice thereof to LICENSEE; or
- (d) LICENSEE shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any applicable federal, state, SBCTA or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SBCTA or any rail carrier operating upon the affected rail line(s) on the Premises or SBCTA's adjacent right of way.

7.2. SBCTA's Remedies.

- 7.2.1. Termination. Upon the occurrence of LICENSEE's default and breach, SBCTA shall have the right, upon reasonable notice or demand, to terminate this License, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom LICENSEE and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SBCTA may have under this License, at law or equity by reason of LICENSEE's default or of such termination.
- 7.2.2. Corrective Measures. Should LICENSEE default on, breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SBCTA at its option may perform any corrective measures deemed by SBCTA in its sole and absolute discretion to be necessary or appropriate to protect public health or safety or SBCTA's legitimate governmental or proprietary interests or the interests of its railroad operators, at LICENSEE's expense (including fees, costs and interest) which LICENSEE agrees to pay to SBCTA upon demand.
- 7.2.3. Costs. If SBCTA incurs any cost or expense occasioned by the default of LICENSEE (including but not limited to attorneys' fees and costs), then SBCTA shall be entitled to receive such costs together with interest on all funds SBCTA expends at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation: brokers' fees incurred by SBCTA in connection with relicensing the whole or any part of the Premises; the costs of removing and storing LICENSEE's or other occupant's property; the costs of repairing, altering,

and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SBCTA, rail operators and future licensees; and all reasonable expenses incurred by SBCTA in enforcing or defending SBCTA's rights and remedies, including reasonable attorneys' fees whether or not suit is actually filed.

- 7.2.4. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein.
- 7.3. SBCTA Default and Licensee's Remedies. SBCTA shall not be in default under this License unless SBCTA fails to perform obligations required of SBCTA within sixty (60) days after written notice is delivered by LICENSEE to SBCTA specifying the obligation which SBCTA has failed to perform; provided, however, that if the nature of SBCTA's obligation is such that more than sixty (60) days are required for performance, then SBCTA shall not be in default if SBCTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. LICENSEE's exclusive remedies shall be an action for specific performance.

8. INDEMNIFICATION

- 8.1. LICENSEE, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SBCTA), and hold harmless SBCTA in all its capacities, and its members, commissioners, officers, directors, employees, agents, consultants, contractors, partners, affiliated entities, subsidiaries, permittees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the LICENSEE or its Personnel (as defined in Section 6, Assumption of Risk and Waiver) or invitees of LICENSEE in connection with the SBCTA Property or the presence upon or performance of activities by LICENSEE or its Personnel with respect to the SBCTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of LICENSEE or its Personnel, or (iii) non-performance or breach by LICENSEE or its Personnel of any term or condition of this License, in each case whether occurring during the Term of this License or thereafter.
- 8.2. The LICENSEE acknowledges that any construction allowed on the Premises pursuant to this License is not being performed for SBCTA's benefit or on SBCTA's account and that this is an agreement allowing LICENSEE and/or its contractor(s) to enter upon SBCTA's Property as an accommodation within the meaning of California Civil Code Section 2782.1. Therefore, the foregoing indemnity shall be effective regardless of any negligence (whether active, passive, gross, derivative, sole, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees, and is in addition to any other rights or remedies

which Indemnitees may have under the law or under this License. Upon request of SBCTA, LICENSEE shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this License.

- 8.3. Claims against the Indemnitees by LICENSEE or its Personnel shall not limit the LICENSEE's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for LICENSEE or its Personnel under workers' compensation, disability benefits or other employee benefits laws or insurance.
- 8.4. The indemnification and defense obligations of LICENSEE set forth in this section shall survive the termination of this License.

9. INSURANCE

- 9.1. SBCTA's Insurance. SBCTA may maintain insurance covering the Premises and SBCTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SBCTA and under its sole control. LICENSEE's insurance policies shall provide primary coverage to SBCTA; when any such policy issued to SBCTA provides duplicate coverage or is similar in coverage, SBCTA's policy will be excess over LICENSEE's policies.

- 9.1.1. Licensee's Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this License insurance as required by SBCTA in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or any Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, LICENSEE shall furnish SBCTA with insurance endorsements and/or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SBCTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by LICENSEE under this License. Self-insurance is not permitted. However, SBCTA may, in its sole and absolute discretion, permit self-insurance on a case by case, coverage by coverage basis where the LICENSEE has documented, to SBCTA's sole satisfaction, sufficient available assets and/or available funds and sufficient legal security in those assets to assure SBCTA that its risk is not greater than it would have been with acceptable insurance coverage, and otherwise meeting SBCTA's self-insurance requirements. The privilege to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SBCTA at its sole and absolute discretion at any time. Upon revocation of self-insurance privilege, LICENSEE shall immediately provide all required insurances.

9.2 Increases to Insurance. If any increase in the fire and extended coverage insurance premiums paid by SBCTA is caused by LICENSEE's use and occupancy of the Premises, or if LICENSEE vacates the Premises and causes any increase in such premiums, then LICENSEE shall pay as an additional fee the amount of such increase to SBCTA, and, upon demand by SBCTA, the amount required to correct at LICENSEE's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

10. MAINTENANCE AND REPAIR

LICENSEE, at LICENSEE's sole expense, shall during the Term of this License maintain the Improvements in a first-class condition, shall maintain the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements in good order and condition to SBCTA's sole satisfaction. If any portion of the SBCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the Premises by LICENSEE or LICENSEE's employees, agents, customers, invitees, licensees, consultants, and contractors (collectively, "LICENSEE's Parties"), including but not limited to damage arising from any tests or investigations conducted upon the Premises, LICENSEE shall, at its own cost and expense, immediately repair all such damage and restore the SBCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by LICENSEE or LICENSEE's Parties. LICENSEE shall not perform any maintenance on railroad tracks and facilities without express prior written approval of and direction from SBCTA or the railroads with valid operating authority over SBCTA's lines and compliance with all applicable standards, specifications and safety requirements in each instance.

11. ALTERATIONS AND CONSTRUCTION

Except as otherwise provided herein, LICENSEE shall make no alterations, additions or Improvements to the Premises without obtaining the prior written consent of SBCTA in each instance. Any work performed or caused to be performed by LICENSEE on the Improvements or the Premises shall be performed: (a) at LICENSEE's sole cost and expense; (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SBCTA's rules and regulations); and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SBCTA. LICENSEE shall submit written notice and work plans to SBCTA for review and approval at least thirty (30) days prior to commencement of any work on the Premises. Any such work must be carried out pursuant to the work plans approved in writing by SBCTA and in compliance with any and all SBCTA rules, regulations and other requirements. SBCTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. Unless otherwise requested by SBCTA, upon completion of any work, LICENSEE shall restore the SBCTA Property to its condition immediately preceding the commencement of such work.

12. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of LICENSEE performing Work on the Improvements or the Premises shall first be approved in writing by SBCTA and acquire all required right of entry permits and authorizations from SBCTA and any rail operator utilizing affected or adjacent railroad tracks. With respect to such Work, LICENSEE shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SBCTA, in the amounts and coverage specified on and issued by insurance companies as described in Exhibit "B". Additionally, LICENSEE shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this License, or throughout the term of such Work (as applicable), insurance, as required by SBCTA, in the amounts and coverage specified on, and issued by insurance companies as described in Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises.

13. REIMBURSEMENT

LICENSEE agrees to reimburse SBCTA for all reasonable costs and expenses that SBCTA incurs in connection with Work on or maintenance of the Premises or the Improvements, including, but not limited to, costs incurred by SBCTA in furnishing any materials or performing any labor, reviewing LICENSEE's Work plans and inspecting any Work, installing or removing protection beneath or along SBCTA's tracks, furnishing of watchmen, flagmen and inspectors as SBCTA deems necessary and such other items or acts as SBCTA in its sole discretion deems necessary to monitor or aid in compliance with this License, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses addressed in this Section 13 shall include all costs that SBCTA incurs in complying with the work or maintenance requirements of the railroads with valid operating authority over SBCTA's lines.

14. LANDSCAPING

If required by SBCTA, then LICENSEE, at its sole cost and expense, shall install barrier landscaping to shield the Improvements from public view. SBCTA shall have the right to review and approve landscaping plans prior to installation. All landscaping activities shall be done in accordance with the provisions of Section 11 above (Alterations and Construction).

15. MARKERS

Except as modified by any additional provisions attached at Exhibit "D", project markers in form and size satisfactory to SBCTA, identifying the Improvements and their owner(s), shall be installed and constantly maintained by and at the expense of LICENSEE at such locations as SBCTA shall designate. Such markers shall be relocated or removed upon request of SBCTA without expense to SBCTA. Absence of markers in or about SBCTA Property does not constitute a warranty by SBCTA of the absence of subsurface installations.

16. COMPLIANCE WITH LAWS

LICENSEE shall comply with all applicable federal, state and local laws, regulations, rules and orders in its Work on, or maintenance, inspection, testing or use of, the SBCTA Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SBCTA. LICENSEE shall obtain all required permits or leases required by any governmental authority for its use of the Premises, at its sole cost and expense. LICENSEE shall comply with all SBCTA policies, rules and regulations applicable to its properties. Subject to SBCTA's approval, LICENSEE shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of LICENSEE's use of the Premises. LICENSEE shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at LICENSEE's sole expense.

17. SBCTA'S RIGHT OF ACCESS

- 17.1. Inspections. SBCTA shall have the right at any time (upon provision of reasonable notice of inspection to LICENSEE) or in case of emergency (without notice), to inspect the Premises in order to protect SBCTA's interests therein and to monitor compliance with this License, including compliance with applicable federal, state and local laws, regulations, rules and orders. Failure to submit to or cooperate with any inspection may result in termination of the License.
- 17.2. Tests. If, in SBCTA's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises or SBCTA Property, adjacent property or SBCTA's operations, SBCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. LICENSEE shall cooperate with SBCTA in any tests or inspections deemed necessary by SBCTA.
- 17.3. Costs. LICENSEE shall pay or reimburse SBCTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter. SBCTA may establish an inspection fee, which may be changed from time to time, as part of an inspection program. The user shall pay such fee for each such inspection. Failure to pay the fee may result in termination of the License.
- 17.4. Sale or Lease of Premises. SBCTA may at any time place on or about the Premises (including the Improvements) any ordinary "for sale" and "for lease" signs. LICENSEE shall also permit SBCTA and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

18. ENVIRONMENTAL ASSESSMENT

Upon execution of this License, SBCTA may, in its sole discretion and if applicable, require LICENSEE to retain a duly licensed environmental consultant acceptable to SBCTA who shall perform an environmental assessment of the Premises and LICENSEE's and LICENSEE's Parties' business activities and prepare a report on LICENSEE's and/or LICENSEE's Parties' compliance with the provisions of this section. SBCTA may require LICENSEE to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this License, the cost of which shall be the sole responsibility of LICENSEE. LICENSEE shall provide a copy of the report or reports from the consultant(s) promptly to SBCTA upon receipt, and upon request shall promptly provide to SBCTA a copy of all data, documents and other information prepared or gathered in connection therewith.

19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY

- 19.1. LICENSEE shall operate and maintain the Premises in compliance with all Environmental Laws, and shall not cause or permit the Premises to be in violation of any Environmental Law which is now or may hereafter become applicable to LICENSEE or the Premises. As used herein, "Environmental Law(s)" means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SBCTA in writing as shown on Exhibit "C", LICENSEE shall not cause or permit, or allow any of LICENSEE's Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SBCTA Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Material" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.
- 19.2. LICENSEE shall indemnify, defend (by counsel acceptable to SBCTA) and hold harmless the Indemnitees (as defined in Section 8, Indemnification) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) LICENSEE's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SBCTA Property which: (i) occurs due to the use and occupancy of the Improvements or the Premises by LICENSEE or LICENSEE's Parties, or (ii) is made worse due to the act or failure to act of LICENSEE or LICENSEE's Parties.
- 19.3. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees;

shall survive expiration or termination of this License; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License.

- 19.4. In addition, in the event of any release on or contamination of the Premises, LICENSEE, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SBCTA Property and all affected adjacent property – whether or not owned by SBCTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SBCTA and any governmental authorities having jurisdiction.

20. UNDERGROUND STORAGE TANKS

- 20.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SBCTA, WHICH APPROVAL MAY BE WITHHELD IN SBCTA'S SOLE DISCRETION.
- 20.2. At SBCTA's option, upon the termination of this License at any time and for any reason, LICENSEE shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Material in, on, under and about the Premises, in accordance with the requirements of all Environmental Laws and to the satisfaction of SBCTA and any governmental authorities having jurisdiction thereover, and deliver to SBCTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

21. CONDEMNATION

In the event all or any portion of the Premises shall be taken or condemned for public use by another governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to SBCTA.

22. BROKER'S FEES

LICENSEE represents and warrants that it has dealt with no broker, agent or other third party in connection with this transaction and LICENSEE agrees to indemnify and hold SBCTA harmless from and against any claims by any broker, agent or other party claiming a commission or other form of compensation by virtue of having dealt with LICENSEE with regard to obtaining this License.

23. SUBORDINATE RIGHTS

This License is subject and subordinate to the prior and continuing rights and obligation of SBCTA, its successors and assigns, to use the SBCTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body, and to all Bonds, and their respective indentures, issued by SBCTA in any of its capacities and/or by any of its affiliated entities now in place or hereafter issued. Accordingly, there is reserved and retained

unto SBCTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SBCTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SBCTA Property or the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. LICENSEE shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SBCTA's exercise of any right hereunder. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SBCTA Property now or hereafter. This License is executed and delivered by SBCTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or a covenant against the existence of any such title exceptions.

24. ABANDONMENT

Should LICENSEE at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this License shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SBCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this License.

25. GENERAL PROVISIONS

- 25.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic Master License Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.
- 25.2. Governing Law. This License shall be governed by the laws of the State of California.
- 25.3. Binding Effect. The terms, provisions and covenants and conditions contained in this License shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this License as LICENSEE, then each shall be jointly and severally liable for all obligations of LICENSEE hereunder.
- 25.4. No Third Party Beneficiaries. This License is not intended by either party to confer any benefit on any third party other than the constituent members of SBCTA, including without limitations any broker, finder, or brokerage firm.
- 25.5. Severability. If any term, covenant, condition or provision of this License, or the application thereof to any person or circumstance, shall to any extent be held by a court

of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this License, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- 25.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SBCTA that is not paid when due shall bear interest, beginning on the 61st day from the date of receipt of invoice therefor, at the maximum rate then allowable by law. Such interest will be due SBCTA as it accrues. Payment of such interest shall not excuse or cure any default by LICENSEE under this License, provided, however, that interest shall not be payable on late charges incurred by LICENSEE.
- 25.7. Captions. The captions included in this License are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this License or any provision hereof, or in any way affect the interpretation of this License.
- 25.8. Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this License shall survive the expiration or earlier termination of this License, including without limitation all indemnity and defense obligations, all payment obligations with respect to Fees and all obligations concerning the condition of the SBCTA Property and the Improvements.
- 25.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this License shall not invalidate this License, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this License, such patterns of practice shall not waive in part or in full SBCTA's right to insist upon strict accordance with any of the provisions of this License. The subsequent acceptance of payments hereunder by SBCTA shall not be deemed to be a waiver of any preceding breach by LICENSEE of any provisions, covenant, agreement or condition of this License, other than the failure of LICENSEE to pay the particular payment so accepted, regardless of SBCTA's knowledge of such preceding breach at the time of acceptance of such payment.
- 25.10. Effective Date/Nonbinding Offer. Submission of this License for examination or signature by LICENSEE does not constitute an offer of or option for a license and it is not effective as a license or otherwise until executed and delivered by both SBCTA and LICENSEE. Each individual executing this License on behalf of SBCTA or LICENSEE represents and warrants to the other Party that he or she is authorized to do so.
- 25.11. Assignment. This License and the license granted herein are personal to the LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this License in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SBCTA, which may be withheld in SBCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this License, which gives SBCTA the right to immediately terminate this License and seek all other available remedies for breach.

- 25.12. Entire Agreement; Amendments. This License, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this License. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SBCTA or LICENSEE, or anyone acting on behalf of SBCTA or LICENSEE, other than those contained in this License. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this License shall be binding upon the Parties unless they are in writing and executed by the Parties.
- 25.13. Attorneys' Fees. If either SBCTA or LICENSEE commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this License or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SBCTA becomes involved in any action, threatened or actual, by or against anyone not a party to this License, but arising by reason of or related to any act or omission of LICENSEE or LICENSEE's Parties, LICENSEE agrees to pay SBCTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.
- 25.14. Nondiscrimination. LICENSEE certifies and agrees that all persons employed by LICENSEE and LICENSEE's affiliates, subsidiaries, or holding companies, and any contractors retained by LICENSEE with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.
- 25.15. Further Acts. LICENSEE agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this License, including, at SBCTA's sole discretion, the relocation of the Improvements and the license granted hereby.
- 25.16. Time of Essence. Time is of the essence for this License.
- 25.17. Certificates. LICENSEE agrees from time to time within ten (10) days after request of SBCTA, to deliver to SBCTA, or SBCTA's designee, all financial statements for the previous three (3) fiscal years of LICENSEE, and an estoppel certificate stating that this License is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this License and such other matters pertaining to this License as may be requested by SBCTA.
- 25.18. Security Measures. LICENSEE hereby acknowledges that the payments payable to SBCTA hereunder do not include the cost of guard service or other security measures, and that SBCTA shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of LICENSEE, LICENSEE's Parties and their property from acts of third parties.

- 25.19. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this License.
- 25.20. No Recording. LICENSEE shall not record or permit to be recorded in the official records of the county where the Premises are located, this License, any memorandum of this License or any other document giving notice of the existence of this License or the license granted hereby.
- 25.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, LICENSEE shall maintain, at LICENSEE’s expense, competent flagmen to protect and control movement of vehicles and equipment of LICENSEE or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SBCTA and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.
- 25.22. Additional Provisions. Those additional provisions set forth in Exhibit “D”, if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit “A”**SPECIFIC LICENSE EXHIBIT (SLE) to
MASTER LICENSE AGREEMENT**

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “A”**SBCTA Contract No. 23-1002930****SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT**

This Specific License Exhibit (“SLE”) to Master License Agreement is entered into this _____ day of _____, 2023, by and between the San Bernardino County Transportation Authority (“SBCTA” or “Licensor”) and CITY OF REDLANDS (“Licensee”), pursuant to the provisions of the Master License Agreement dated _____, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 8-inch, 10 gauge ductile iron pipe potable waterline with warning tape.

Use of Premises:

Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the “Utility Project.” To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee’s commencement of the Utility Project. Exhibit “E”: SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands

Subdivision: Redlands

Address and/or Milepost Location:

Transverse crossing at University Street then continuing along the north side of University Station and further east within Orange Blossom Trail to Judson Street.

Mile Post 9.76 to Mile Post 10.40

Approximate Area: 32,400 square feet; 0.744 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area: An underground potable waterline transverse crossing along the east side of University Street then continuing easterly longitudinally for 3,160 linear feet, more or less, 10 feet in width along the north side of SBCTA’s Redlands Subdivision.

Exhibit “A”**3. TERM.**

The term of this License shall commence on the “Commencement Date”.

Term (check one):

☒ A. Month-to-Month

☐ B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name: Gerard Nepomuceno

Address: 35 Cajon Street, Suite 15A, Redlands, CA 92373

Phone Number: (909)

Email Address: gnepomuceno@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) for Licensor’s costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor’s annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit “E”: SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS (\$0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee’s execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS (\$0.00) shall be due and payable upon execution of the SLE by Licensee.

Exhibit "A"**8. INDEMNITY AND INSURANCE REQUIREMENTS.**

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By: _____

Name: _____

Title: _____

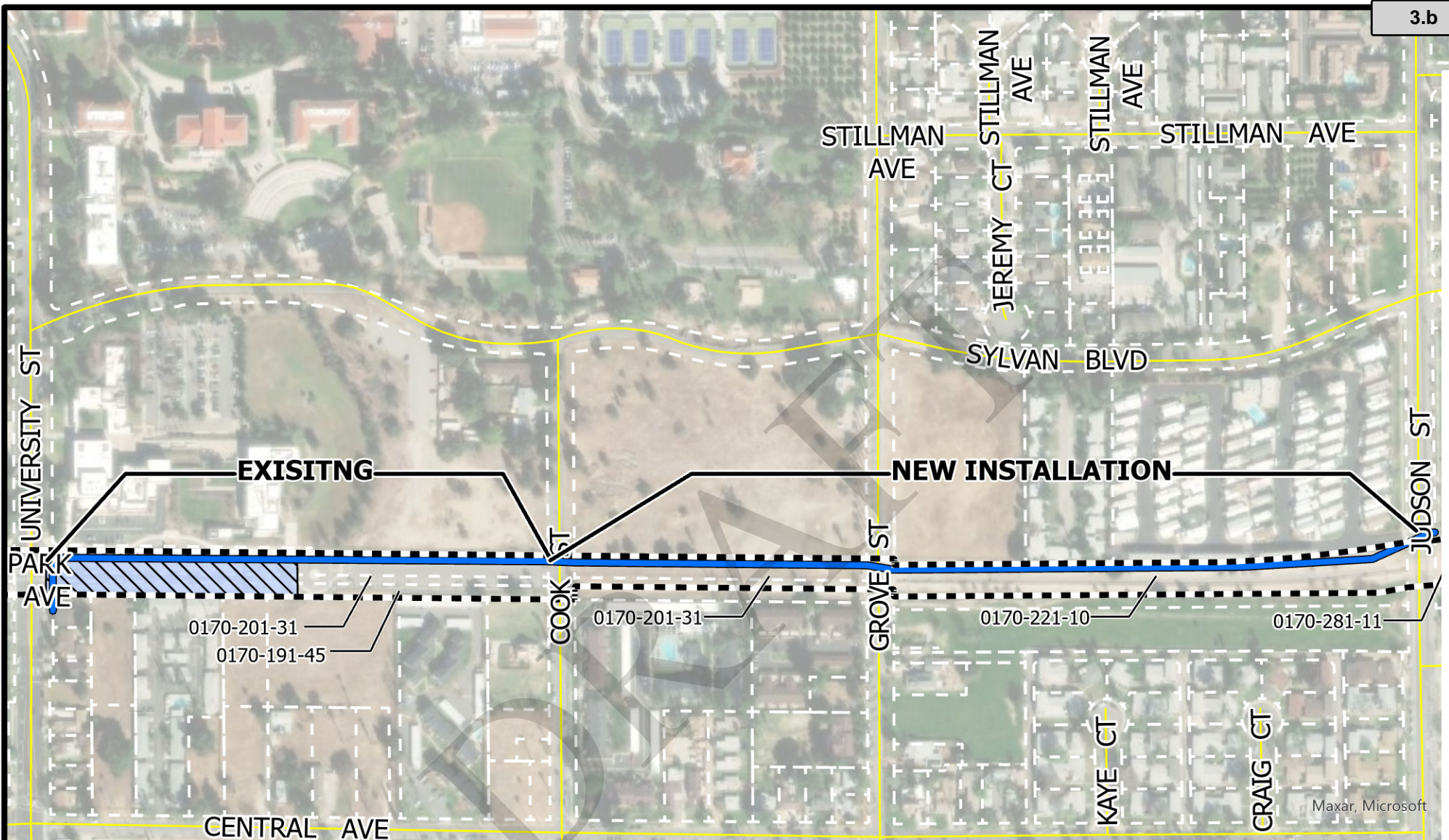
Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “A”**Attachment No. 1****To****Specific License Exhibit****Contract No. 23-1002930****Map/Depiction of Premises**

[See attached behind this page]

DRAFT

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)



Master License Agreement - City of Redlands
Exhibit "A" - Attachment 1 - Location 1

APN	Nearest Cross Street	City/Community
See Map	Park Avenue	Redlands
Original Mile Post	Branch/Line	Agreement Type
9.76 to 10.40	Redlands	License
Grade Type	Orientation	Contract Number
Underground	Longitudinal	23-1002930



**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N



MAP LEGEND

- SBCTA Right of Way
- 8" DIP Potable Waterline
- ▨ University Station

0 105 210 420 Feet

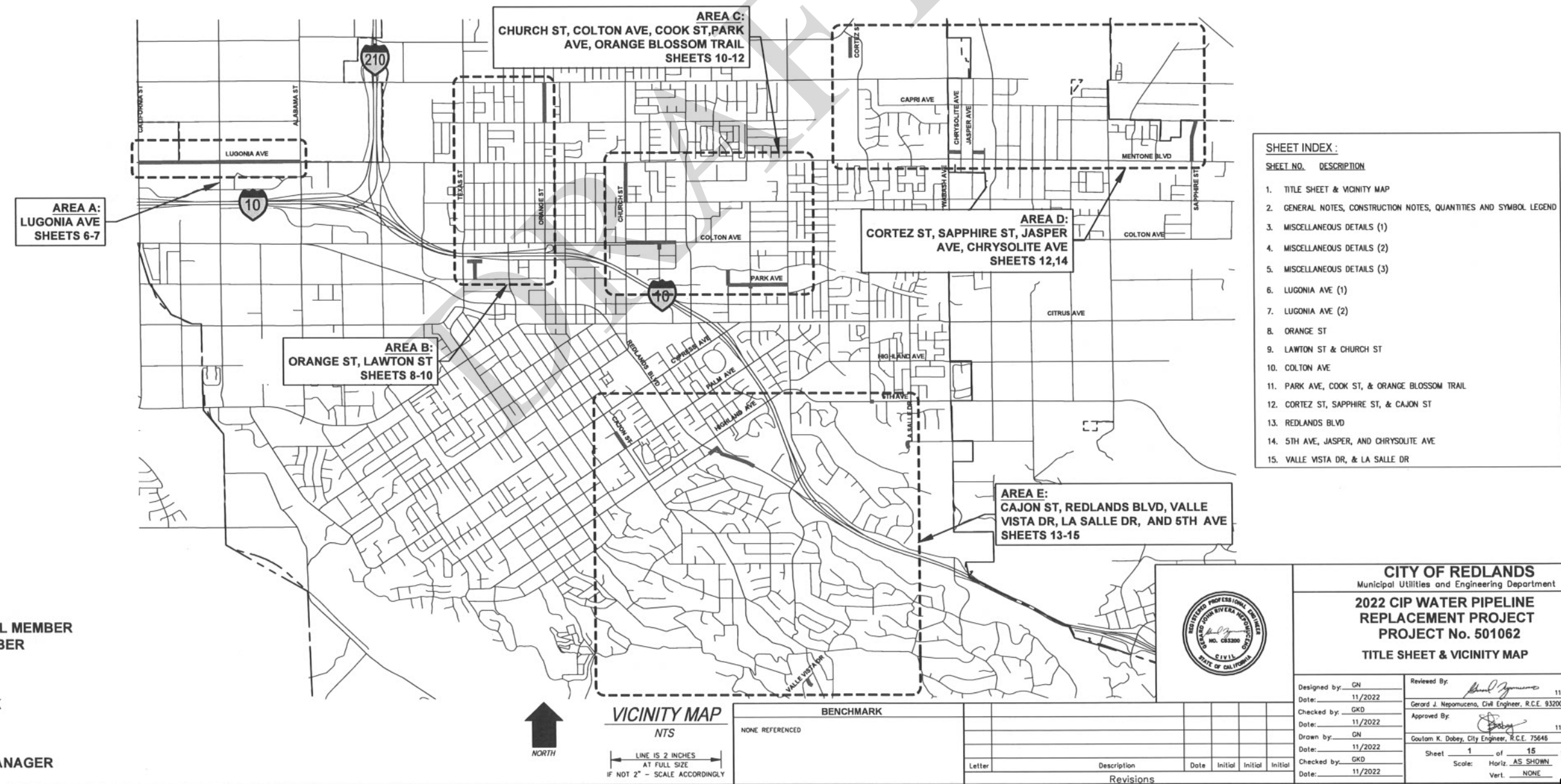
CONSTRUCTION PLANS FOR THE CITY OF REDLANDS

2022 CIP WATER PIPELINE REPLACEMENT PROJECT

PROJECT No. 501039



NOVEMBER 2022



CITY COUNCIL:
PAUL BARICH, MAYOR
EDDIE TEJEDA, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MICK GALLAGHER, COUNCIL MEMBER

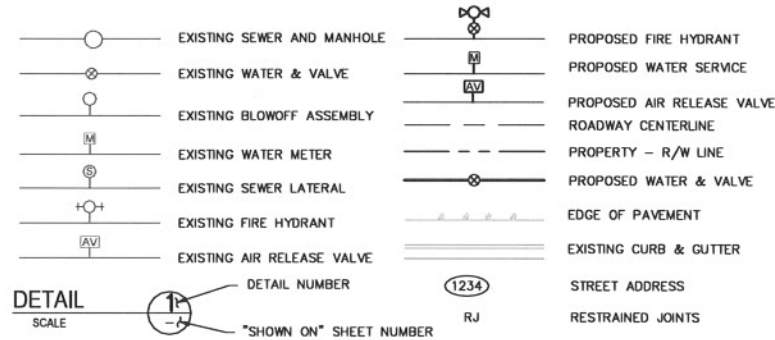
CITY CLERK:
JEANNE DONALDSON, CITY CLERK

CITY STAFF:
CHARLES M. DUGGAN JR., CITY MANAGER

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
2. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING WATER LINE, CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR, IF APPROVAL IS NOT OBTAINED ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14-DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH UP TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO-COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
3. ALL EXISTING SIGNAGE, STRIPING, PAVEMENT MARKINGS, AND TRAFFIC LOOPS, IF REMOVED/obliterated, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND CITY OF REDLANDS STANDARD SPECIFICATIONS.
4. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.
5. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
6. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
7. CONTRACTOR MAY EXPERIENCE DIFFICULTY IN EXCAVATION DUE TO ROCK OR UNSUITABLE BACKFILL MATERIAL THROUGHOUT THE PROJECT LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS AND ACCOUNT FOR ANY ADDITIONAL TIME FOR EXCAVATION OR THE NEED TO IMPORT SUITABLE BACKFILL MATERIAL. THERE WILL NOT BE ADDITIONAL CONTRACT TIME OR ADDITIONAL COMPENSATION TO REMEDIATE THESE CONDITIONS.

LEGEND



COUPLING RESTRAINT NOTE:

- AC → DI : NOT RESTRAINED
- PVC → DI : RESTRAINED
- DI → DI : RESTRAINED
- STL → DI : WELD FLG/RESTRAINED (UNLESS OTHERWISE APPROVED)

POTABLE WATER GENERAL NOTES

1. MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF REDLANDS MUNICIPAL WATER DIVISION STANDARD SPECIFICATION (LATEST REVISION THEREOF).
2. THE APPROXIMATE LOCATIONS OF EXISTING UNDERGROUND UTILITY LINES ARE SHOWN IN THESE PLANS. THE LINES ARE PLOTTED FROM A COMBINATION OF RECORD AND FIELD DATA, AND THE CITY HAS TRIED WITHIN ITS AVAILABLE RESOURCES TO LOCATE ALL SUCH FACILITIES WITH REASONABLE ACCURACY. BY ENTERING INTO A CONTRACT FOR THIS WORK, THE CONTRACTOR AGREES PRIOR TO EXCAVATION TO NOTIFY ALL UTILITY AND IRRIGATION COMPANIES OPERATING IN THE AREA OF THE WORK, AND TO DETERMINE WITH AS MUCH ACCURACY AS IS NEEDED TO PERFORM THIS WORK, THE EXACT LOCATIONS OF ALL UNDERGROUND MAIN OR TRUNKLINE UTILITY FACILITIES.
3. ALL SERVICE CONNECTIONS TO BE MINIMUM 1" COPPER LATERALS.
4. STANDARD WATER MAIN LOCATION IS 7' OFF CURB FACE.
5. THIS DRAWING IS SCHEMATIC ONLY, DO NOT SCALE.
6. THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWISE NOTED.
7. EXISTING UTILITIES ARE SHOWN ON DEVELOPMENT PLAN.
8. HYDRO TEST TO 225 P.S.I. MIN 2 HOUR DURATION AT THE LOWEST POINT IN THE WATER MAIN.
9. VALVES (GATE & BUTTERFLY) TO BE MUELLER.
10. CONTRACTOR SHALL USE DOUBLE STRAP SERVICE SADDLES OR H.D. TAPPED COUPLINGS WHEN CONNECTING SERVICE LATERALS.
11. CONTRACTOR SHALL NOTIFY CITY 2 WEEKS PRIOR TO SHUTDOWN OF WATER MAINS.
12. INSTALLATION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.
13. METER BOXES SHALL BE DFW PLASTICS, INC. BOXES.
14. PROVIDE A MINIMUM OF 10' SEPARATION BETWEEN SEWER AND WATER LATERALS.
15. BACKFILL COMPACTION AND RE-SURFACING IN EXISTING STREETS SHALL CONFORM TO CITY OF REDLANDS GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS. (LATEST REVISION THEREOF)
16. ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS. THE SIZE SHOWN ON THE PLANS IS THE MINIMUM SIZE REQUIRED.
18. SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED.
19. IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING SERVICE. ALL CONNECTIONS SHALL HAVE CORPORATION STOPS.
20. INTERIOR WATER SYSTEM INCLUDING FIRE HYDRANTS SHALL BE COMPLETE AND ACCEPTED BY THE CITY BEFORE ANY FRAMING PERMITS WILL BE ISSUED. CONTACT CITY FIRE MARSHALL FOR INTERIOR SYSTEM INSPECTIONS.
21. CONTACT THE MUNICIPAL WATER DIVISION 48 HOURS PRIOR TO ANY WATER SYSTEM CONSTRUCTION.
22. THE FLUSHING PROCESS SHALL TAKE PLACE PRIOR TO HYDROSTATIC TESTING CHLORINATION AND FINAL FLUSHING OF THE MAIN BY THE CONTRACTOR. FINAL CONNECTIONS SHALL NOT BE MADE PRIOR TO BACTERIA TEST SAMPLES THAT MEET CITY REQUIREMENTS AND AUTHORIZATION FOR TIE-INS BY THE CITY INSPECTOR.
23. A COMPLETE SET OF "AS BUILT" DRAWINGS SHALL BE SUBMITTED TO THE MUNICIPAL UTILITIES DEPARTMENT PRIOR TO FINAL INSPECTION.
24. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.
25. WATER VALVE CANS SHALL BE PER SPEC A-20442 (SLIP CAN TYPE).
26. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL SUBMIT MATERIAL SPECIFICATIONS FOR APPROVAL BY THE CITY.
27. EXISTING WATER MAIN NEEDS TO BE CUT AND CAPPED TO KEEP EXISTING MAIN IN SERVICE UNTIL NEW MAIN AND SERVICES ARE IN SERVICE. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR TO PERFORM THIS TASK PER CITY STAFF DIRECTION.

ACCURACY DISCLAIMER

THESE DRAWINGS ARE NOT BASED ON A FIELD SURVEY. ALL BASE DRAWING INFORMATION WAS GENERATED FROM DATA INCLUDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SHAPEFILES FOR STREET CENTERLINES, RIGHT-OF-WAY, PARCEL LINES, AND UNDERGROUND UTILITIES. BASE DRAWINGS WERE THEN AUGMENTED WITH AVAILABLE UTILITY RECORD DRAWINGS, TOGETHER WITH A DESKTOP (VIRTUAL) ASSESSMENT OF STREET IMPROVEMENTS, AND A FIELD RECONNAISSANCE. THERE IS NO GUARANTEE AS TO THE ACCURACY OF SAID DRAWINGS AND POTENTIAL INTERFERENCES THAT MAY IMPACT THE PROPOSED WATERLINE CONSTRUCTION. ONCE PROPOSED ALIGNMENTS HAVE BEEN DULY ESTABLISHED IN THE FIELD AND APPROVED BY A CITY REPRESENTATIVE, CONTRACTOR SHALL POTHOLE EACH AND EVERY POTENTIAL INTERFERENCE AND CONNECTION LOCATION TO CONFIRM EXTENT OF THEIR RESPECTIVE INFLUENCES.

WATERLINE ALIGNMENTS AND ANY HORIZONTAL DEFLECTIONS ARE GENERALLY BASED ON OFFSETS FROM CENTERLINE. ANY SHOWN FITTING BENDS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT DURING CONSTRUCTION.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

CONSTRUCTION NOTES

1. INSTALL 8-INCH DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
2. INSTALL FIRE HYDRANT PER DETAIL 2, SHEET 3
3. REMOVE AND SALVAGE EXISTING FH/B.O. TO CITY YARD, ABANDON EXISTING VALVE, REMOVE RISER AND COVER, SAW-CUT PVM/T, AND FILL RISER WITH BASE PER DETAIL 1, SHEET 3
4. ABANDON EXISTING WATER MAIN IN PLACE
5. ABANDON EXISTING VALVE ON ABANDONED WATER MAIN PER DETAIL 1, SHEET 3
6. ABANDON EXISTING SERVICE AND REPLACE WITH NEW 1" COPPER WATER SERVICE FROM NEW MAIN TO EXISTING METER PER DETAIL 4, SHEET 3
7. INSTALL 11.25' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
8. INSTALL 22.5' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
9. INSTALL 45' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
10. INSTALL 90' BEND WITH RESTRAINED JOINTS - PIPE SIZE AS NOTED
11. INSTALL FLANGED TEE WITH RESTRAINED JOINTS - SIZE AS NOTED
12. INSTALL FLANGED CROSS - SIZE AS NOTED
13. INSTALL 8" GATE VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
14. INSTALL 12-INCH DIP (CLASS 350) WITH WARNING TAPE AT 36" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
15. INSTALL RESTRAINED COUPLING PER LEGEND, SHEET 2 - MATCH PIPE SIZES
16. CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3
17. RESTRAIN ALL JOINTS (OR LENGTH AS NOTED)
18. REMOVE INTERFERING PORTION OF EXISTING PIPE AND APPURTENANCES (PLUG PER SPECIFICATIONS IF TO BE ABANDONED)
19. IF EXISTING WATER LINE CONFLICTS WITH FH 6" RUN, INSTALL RUN AND RISER ONCE THE EXISTING LINE HAS BEEN ABANDONED AND REMOVED
20. CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY
21. IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 3, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION
22. INSTALL FLANGED COUPLING ADAPTER - PIPE SIZE
23. INSTALL REDUCER WITH RESTRAINED JOINTS - MATCH PIPE SIZES
24. INSTALL 12" GATE VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
25. INSTALL BLIND FLANGE - FITTING SIZE
26. INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER DETAIL 6 ON SHEET 4
27. INSTALL FIRE HYDRANT PER DETAIL 3, SHEET 4
28. INSTALL 16" DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
29. INSTALL 16" BUTTERFLY VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
30. INSTALL 24" DIP (CLASS 350) WITH WARNING TAPE AT 32" MINIMUM COVER AND REPAIR TRENCH PER DETAIL 4 ON SHEET 4
31. INSTALL 24" BUTTERFLY VALVE WITH RESTRAINED JOINTS AND VALVE CAN PER CITY OF REDLANDS STD. DWG. A-20514
32. ABANDON EXISTING SERVICE AND REPLACE WITH NEW 2" COPPER WATER SERVICE FROM NEW MAIN TO EXISTING METER PER DETAIL 4, SHEET 3
33. CONNECT TO EXISTING 6" FIRE SERVICE PER DETAIL 2, SHEET 4.
34. CONNECT TO EXISTING 8" FIRE SERVICE PER DETAIL 2, SHEET 4.
35. CONNECT TO EXISTING 10" FIRE SERVICE PER DETAIL 2, SHEET 4.
36. CONNECT NEW MAIN TO EXISTING 4" SERVICE LATERAL

QUANTITIES

9,529 LF
29 EA
PER PLAN
PER PLAN
PER PLAN
82 EA
PER PLAN
PER PLAN
PER PLAN
PER PLAN
22 EA
1,422 LF
PER PLAN
PER PLAN
PER PLAN
PER PLAN
32 EA
PER PLAN
PER PLAN
16 EA
PER PLAN
1 EA
4 EA
5,303 LF
8 EA
120 LF
2 EA
20 EA
7 EA
3 EA
4 EA
5 EA

***** NOTE: *****
QUANTITIES ARE SHOWN FOR REFERENCE ONLY AND DO NOT INCLUDE ANY PIPE OR SPOOLS NOT INCLUDED WITHIN THE PIPELINE STATIONING QUANTITY OR ANY ADDITIONAL FITTINGS REQUIRED TO COMPLETE CONNECTIONS AS SHOWN IN THE SPECIFIC DETAILS.

BENCHMARK									
NONE REFERENCED									
Letter	Description	Date	Initial	Initial	Initial				
Revisions									

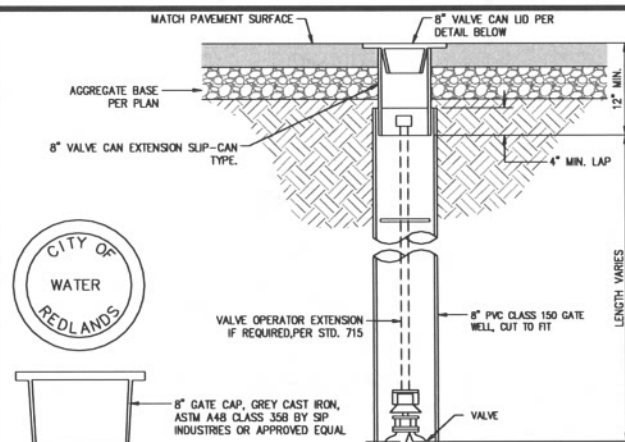
LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY



CITY OF REDLANDS Municipal Utilities and Engineering Department	
2022 CIP WATER PIPELINE REPLACEMENT PROJECT PROJECT No. 501062 CONSTRUCTION NOTES, GENERAL NOTES, QUANTITIES AND LEGEND	
Designed by: GN Date: 11/2022	Reviewed By: <i>David J. Neponuceno</i> 11/10/2022
Checked by: GKD Date: 11/2022	Gerard J. Neponuceno, Civil Engineer, R.C.E. 93200 Date
Drawn by: GN Date: 11/2022	Approved By: <i>David J. Neponuceno</i> 11/10/2022
Checked by: GKD Date: 11/2022	Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
	Sheet 2 of 15 Sheets
	Scale: Horiz. AS SHOWN Vert. NONE

D-20559

\\s\Engineering\Capitol Projects\501500 WATER FUND AND PROJECTS\2022 CIP Water Pipeline Replacement\6 0130\0-20059 WATER PLANS.dwg | Plotted: 11/10/2022



WATER VALVE CAN DETAIL
SCALE: N.T.S.

NOTES

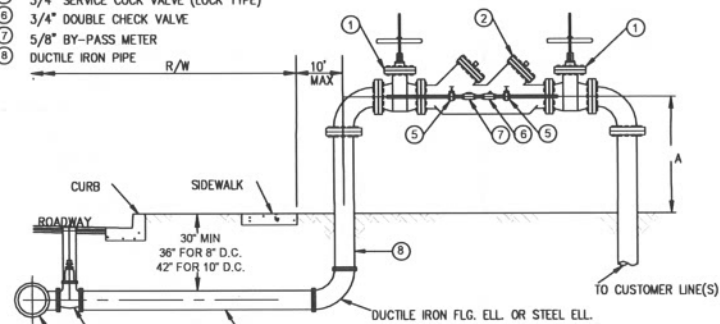
1. VALVE CANS SHALL NOT BE LOCATED IN A GUTTER OR CROSS GUTTER.
2. WHERE DEPTH TO VALVE OPERATOR IS GREATER THAN 6 FEET INSTALL AN OPERATOR EXTENSION.
3. ALL MAIN LINE VALVE LIDS SHALL BE PAINTED BLUE BY CONTRACTOR.
4. ALL FIRE HYDRANT VALVE LIDS SHALL BE PAINTED RED BY CONTRACTOR.

NOTES:

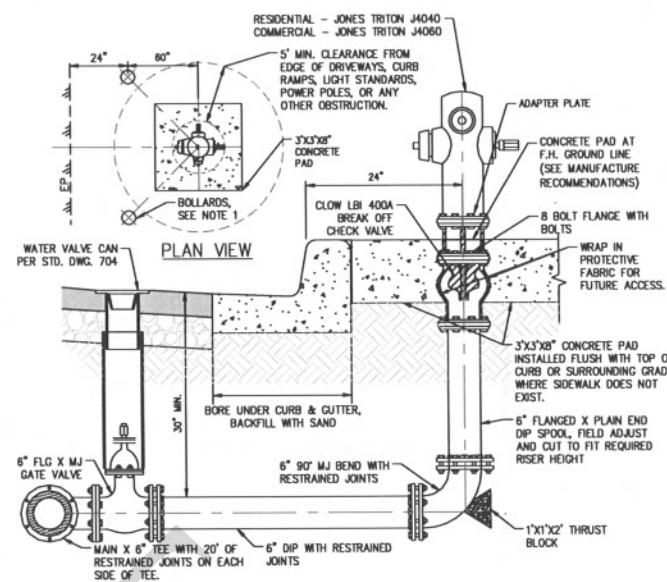
1. FLANGED GATE VALVE OUTSIDE SCREW AND YOKE (RESILIENT WEDGE OR SEAT)
2. USC APPROVED BACKFLOW PREVENTION ASSEMBLY.
3. FLANGED GATE VALVE NON RISING STEM (RESILIENT WEDGE OR SEAT) CUT IN TEE OR TAPPING SLEEVE, IF APPROVED, TAPPING SLEEVES SHALL BE FULL CIRCLE AND PRE-APPROVED.
4. FOR PVC PIPE (RMAC-SST 945)
5. FOR A.C. PIPE (MUELLER H-619 OR CLOW F-5207)
6. FOR C.I. PIPE (MUELLER H-615 OR CLOW F-5205)
7. 3/4" SERVICE COCK VALVE (LOCK TYPE)
8. 3/4" DOUBLE CHECK VALVE
9. 5/8" BY-PASS METER
10. DUCTILE IRON PIPE

GENERAL NOTE:

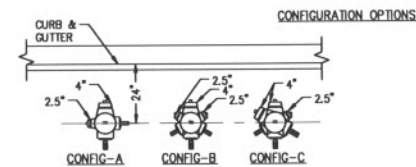
1. ALL BRASS FITTINGS SHALL BE PAINTED RED



2"-10" D.C. FIRE SERVICE (ABOVE GROUND)
NOT TO SCALE



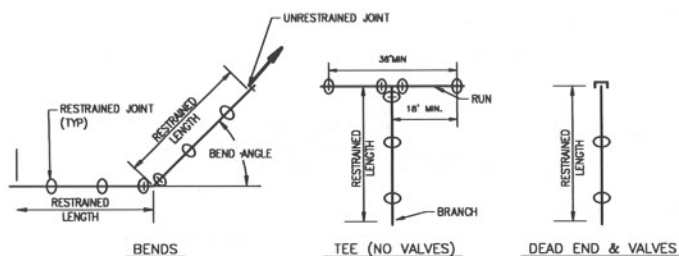
FIRE HYDRANT W/ CHECK VALVE
NOT TO SCALE



CONFIGURATION	DESCRIPTION
A	1-4" OUTLET, 1 - 2.5" OUTLET
B	1-4" OUTLET, 2 - 2.5" OUTLETS
C	2-4" OUTLETS, 1 - 2.5" OUTLET

NOTES

1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30"+/-2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW (FED NO. 13655 OSHA/YELLOW, HIGH VISIBILITY) AND FINISHED WITH A CONCRETE CAP.
2. ALL HYDRANTS SHALL BE INSTALLED 10 FT. MIN. FROM THE END OF CURB RETURN (E.C.R.). ALL FINAL LOCATIONS SHALL BE APPROVED IN THE FIELD PRIOR TO INSTALLATION BY CITY STAFF.
3. VALVE CAN LIDS SHALL BE PAINTED RED BY THE CONTRACTOR.
4. BOLTS ON THE BREAKAWAY SPOOL SHALL BE INSTALLED WITH BOLT HEAD ON TOP AND NUT ON BOTTOM. HYDRANT SHALL BE PAINTED WITH 1 COAT RUST-OLEUM #1069 PRIMER AND 2 COATS OF EITHER FIRE HYDRANT PEROX #2420, RUST-OLEUM #7644 FEDERAL SAFETY YELLOW.
5. ANY WATER FACILITIES IN CONTACT WITH CONCRETE SHALL REQUIRE A BOND BREAKER.



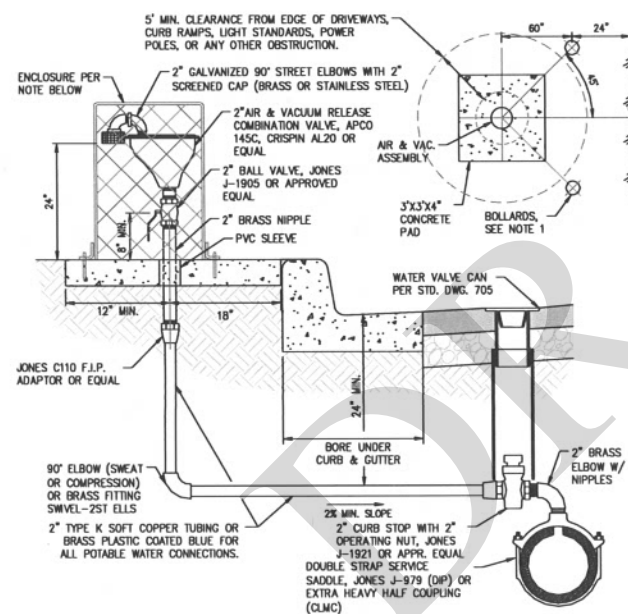
PIPE SIZE	22 1/2" BEND OR LESS	45" BEND	90" BEND	TEE*	DEAD END & VALVES
4"	5'	10'	24'	11'	50'
6"	7'	14'	34'	31'	70'
8"	9'	18'	43'	51'	90'
10"	10'	21'	52'	69'	109'
12"	12'	25'	60'	86'	127'
16"	15'	31'	75'	120'	161'

* BRANCH LENGTH

NOTES:

1. USE THE FOLLOWING GUIDELINES WHEN OTHER PIPE JOINTS ARE WITHIN 10 FEET OF THE JOINT BEING RESTRAINED:
 - A) USE THE "DEAD END" LENGTH FOR CONNECTIONS TO ANY MATERIAL EXCEPT DUCTILE IRON AND CAST IRON.
 - B) USE THE "DEAD END" LENGTH WHEN ANOTHER PIPE JOINT IS WITHIN 10 FEET OF A BEND BEING RESTRAINED.
 - C) USE THE "90 BEND" LENGTH WHEN ANOTHER PIPE JOINT IS WITHIN 10 FEET OF A TEE BEING RESTRAINED.
2. DIVIDE RESTRAINED LENGTH BY 0.85 FOR SILTY SOIL.
3. THIS TABLE IS BASED ON THE ASSUMPTION THAT THE TRENCH IS BACKFILLED TO A MINIMUM DEPTH OF 2.5 FEET WITH A SILTY SAND WHICH HAS BEEN LIGHTLY COMPACTED.
4. FOR PIPE DIAMETERS LARGER THAN 16", OR FOR CONDITIONS OTHER THAN THOSE DESCRIBED ABOVE, PLEASE REFER TO DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES FOR CALCULATING RESTRAINED LENGTH. CALCULATIONS MUST BE SUBMITTED FOR APPROVAL.
5. PROVIDE CONCRETE THRUST BLOCK @ NEAREST FITTING WHEN CONNECTING TO AN EXISTING WATERLINE.

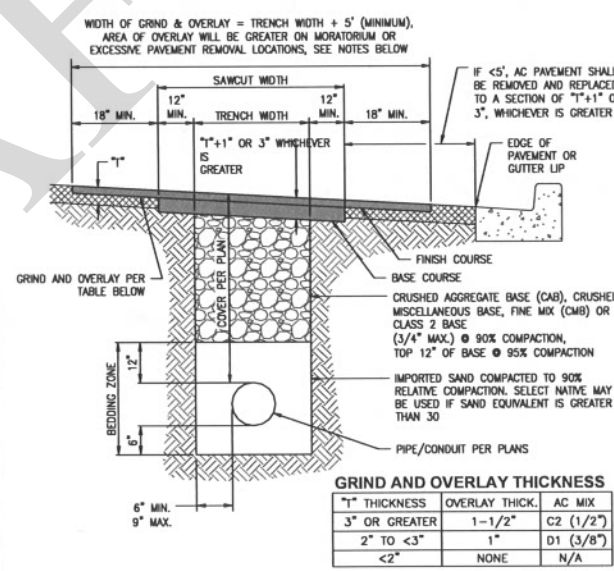
RESTRAINED JOINT DETAIL
(BASED ON SBWMD STD DWG W6.4)



NOTES

1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30"+/-2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW (FED NO. 13655 OSHA/YELLOW, HIGH VISIBILITY) AND FINISHED WITH A CONCRETE CAP.
2. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30"+/-2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW AND FINISHED WITH A CONCRETE CAP.
3. WHEN INSTALLED IN AN AREA WITHOUT SIDEWALK A 3' SQUARE X 4" THICK CONCRETE PAD SHALL BE INSTALLED FLUSH WITH THE TOP OF CURB FOR THE VALVE ASSEMBLY.
4. ENCLOSURE SHALL BE 20"x36" POLYETHYLENE, ARMORCAST PART NO. P6002002. INSTALL PER MANUFACTURER RECOMMENDATIONS WITH A MINIMUM (3) 1/2" CONCRETE ANCHORS AND STAINLESS STEEL FENDER WASHERS. COLOR SHALL BE SANDSTONE FOR ALL POTABLE SERVICES.

AIR AND VACUUM VALVE ASSEMBLY
NOT TO SCALE



T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1-1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

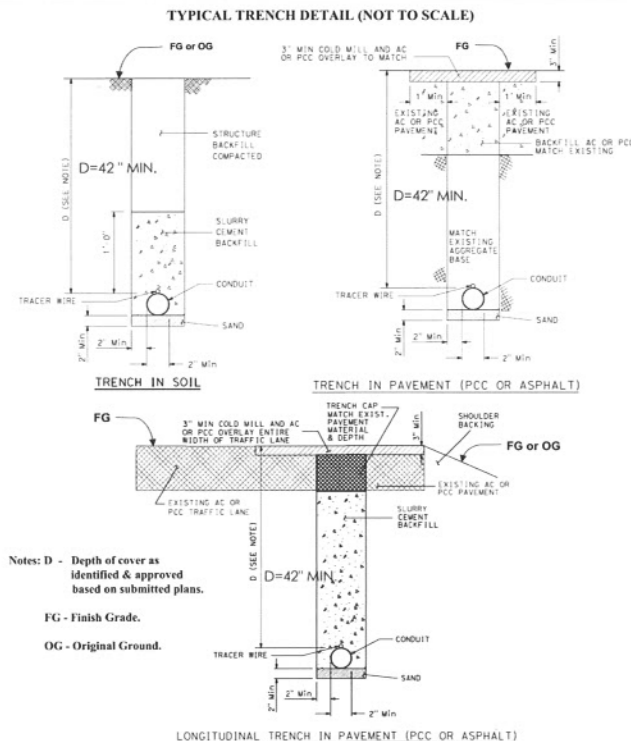
TYPICAL TRENCH, BEDDING & SURFACE RESTORATION DETAIL
NOT TO SCALE

CITY OF REDLANDS Municipal Utilities and Engineering Department 2022 CIP WATER PIPELINE REPLACEMENT PROJECT PROJECT No. 501062 MISCELLANEOUS DETAILS (2)	
Designed by: GN Date: 11/2022 Checked by: GKD Date: 11/2022 Drawn by: GN Date: 11/2022 Checked by: GKD Date: 11/2022	Reviewed By: <i>[Signature]</i> 11/10/2022 Approved By: <i>[Signature]</i> 11/10/2022 Goulam K. Dohy, City Engineer, R.C.E. 75646 Sheet 4 of 15 Scale: Horiz. AS SHOWN Vert. NONE

D-20559

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT TRENCH DETAIL
TR - 0153 (Rev. 11/2019)

Page 1 of 2



Notes: D - Depth of cover as identified & approved based on submitted plans.
FG - Finish Grade.
OG - Original Ground.

LONGITUDINAL TRENCH IN PAVEMENT (PCC OR ASPHALT)

See page 2 for additional notes.

CALTRANS TRENCH DETAIL

NOTES:

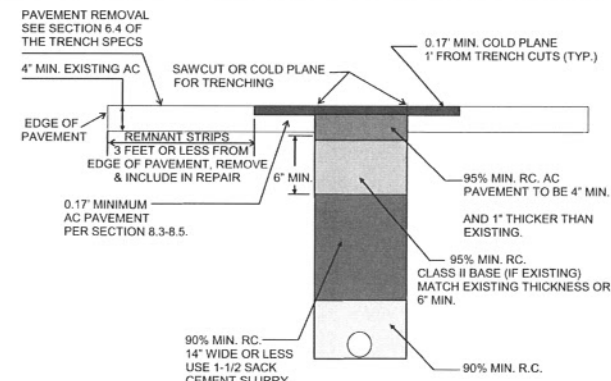
1. PERMITTEE MUST REUSE THE SOIL WITHIN THE WORK LIMITS IN THE IMMEDIATE AREA FROM WHICH IT WAS EXCAVATED. IF ANY EXCESS SOIL IS GENERATED, IT BECOMES THE PROPERTY OF THE PERMITTEE.
2. PERMITTEE MUST TRANSPORT ALL EXCESS SOIL OUTSIDE OF CALTRANS' RIGHT-OF-WAY, AND DISPOSE OF IT IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT TRENCH DETAIL
TR - 0153 (Rev. 11/2019)

Page 2 of 2

- All work must be authorized by the encroachment permit, and/or as directed by the State's representative.
- A tracer wire must be placed on top of the conduit unless specified not to.
- Clearance between the trench wall and encroachment work less than 6 inches in width shall be a minimum of 2 inches. Clearance between the trench wall and encroachment work greater than 6 inches width shall be a minimum of 6 inches.
- When the trench width is less than 2' the backfill for subgrade must consist of either slurry cement or Controlled Low-Strength Material (CLSM).
- When trench width is greater than 2' compacted aggregate base may be used for backfill.
- Structure backfill must conform to Section 19-3.02C of the Standard Specifications.
- For trench located under unimproved surface, structure backfill can use the original soil. Soil must be compacted by mechanical means. Ponding, jetting or flooding are not allowed. Slurry cement backfill is optional at the discretion of the Caltrans District.
- Slurry cement backfill must conform to Section 19-3.02E of the Standard Specifications.
- Aggregate base shall conform to Section 26 of the Standard Specifications.
- CLSM must conform to Section 19-3.02G of the Standard Specifications. When CLSM is utilized the mix design and test results must be submitted to the State's representative. See Appendix H of the Encroachment Permits Manual for additional information.
- Cold planed surface and overlay shall be to the nearest lane line for the entire length of the trench/disturbed areas, and/or as directed by the State's representative.
- A paving notch ("T" Cut) shall be cold planed in exist asphalt concrete to a minimum width of 1.0' beyond each side of the trench and to a depth of 3" for the final layer of HMA.
- HMA or PCC to replace pavement section shall match existing pavement depth, unless directed otherwise by the State's representative.
- Hot mix asphalt must conform to Section 39 of the Standard Specifications.
- A tack coat of asphaltic emulsion conforming to Section 39-2.01C (3) (f) shall be applied.
- When the trench is within 4' of curb and gutter, additional cold planing may be required at the discretion of the State's representative.
- Pavement markings and/or striping removed or damaged during construction must be replaced as directed by the State's representative.
- Other trench related details are shown in Chapter 6 of the Encroachment Permits Manual as well as the Trenching and Shoring Manual. Both publications can be found on the State of California, Department of Transportation's website.

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY



NOTES:

1. ALL EXCAVATIONS WITHIN COUNTY RIGHT-OF-WAY SHALL REQUIRE AN EXCAVATION PERMIT FROM THE ROAD PERMIT SECTION.
2. ROAD PERMITS ARE NOT VALID WITHOUT FULL COMPLIANCE OF UNDERGROUND SERVICE ALERT REQUIREMENTS.
3. ALL EXCAVATIONS SHALL BE CONSTRUCTED AS PRESCRIBED BY CAL-OSHA.
4. TEMPORARY PAVING SHALL BE 0.17" THICK, COMPACTED SMOOTH AND FLUSH, AND SHALL BE PLACED IN ALL AREAS PAVING WAS REMOVED PRIOR TO OPENING TO TRAFFIC AND AT THE END OF EACH DAY (SEE SECTION 8.1).
5. COMPACTION TESTS IN THE 90% RC PIPE ZONE SHALL BE ON 250' INTERVALS AND RESULTS SHALL BE SUBMITTED TO THE INSPECTOR PRIOR TO PERMANENT PAVING.
6. NOTIFY PERMIT INSPECTOR TWO WORKING DAYS PRIOR TO STARTING A PROJECT AND FOR EACH PHASE OF CONSTRUCTION.
7. OVERLAY PAVING SHALL COMPLY WITH SECTION 8.5 & 8.6.

TRENCH CUT T-GRIND TRENCH DETAIL

SAN BERNARDINO COUNTY TRENCH DETAIL



CITY OF REDLANDS
Municipal Utilities and Engineering Department
2022 CIP WATER PIPELINE
REPLACEMENT PROJECT
PROJECT No. 501062
MISCELLANEOUS DETAILS (3)

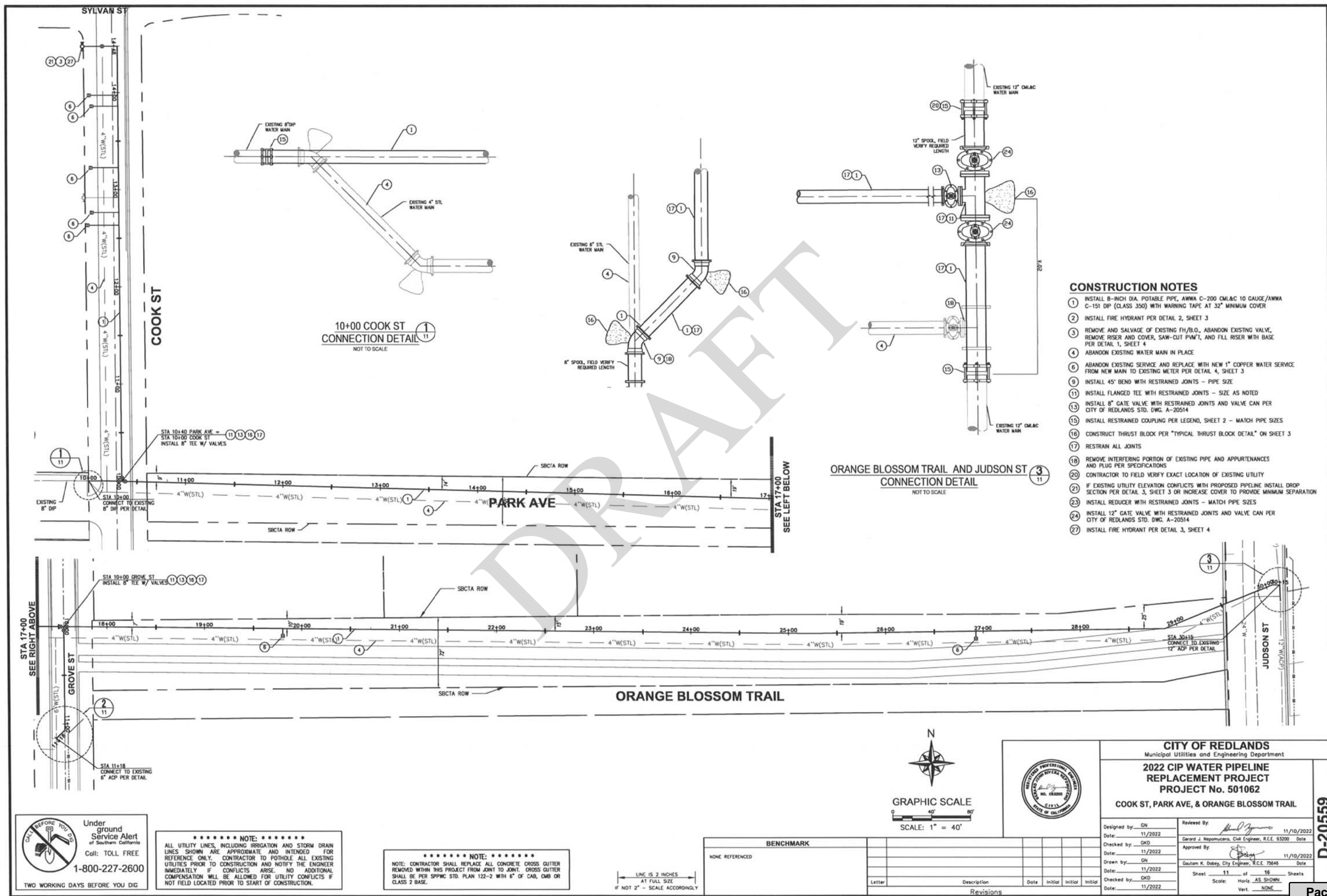
Designed by: GN
Date: 11/2022
Checked by: GKD
Date: 11/2022
Drawn by: GN
Date: 11/2022
Checked by: GKD
Date: 11/2022

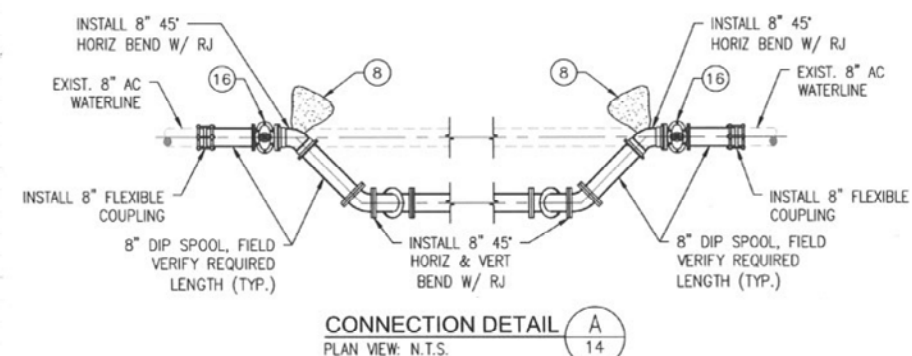
Reviewed By: *Gerard J. Nepomuceno*
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date: 11/10/2022
Approved By: *Gautam K. Dabey*
Gautam K. Dabey, City Engineer, R.C.E. 75648 Date: 11/10/2022

Sheet 5 of 15
Scale: Horiz. AS SHOWN
Vert. NONE

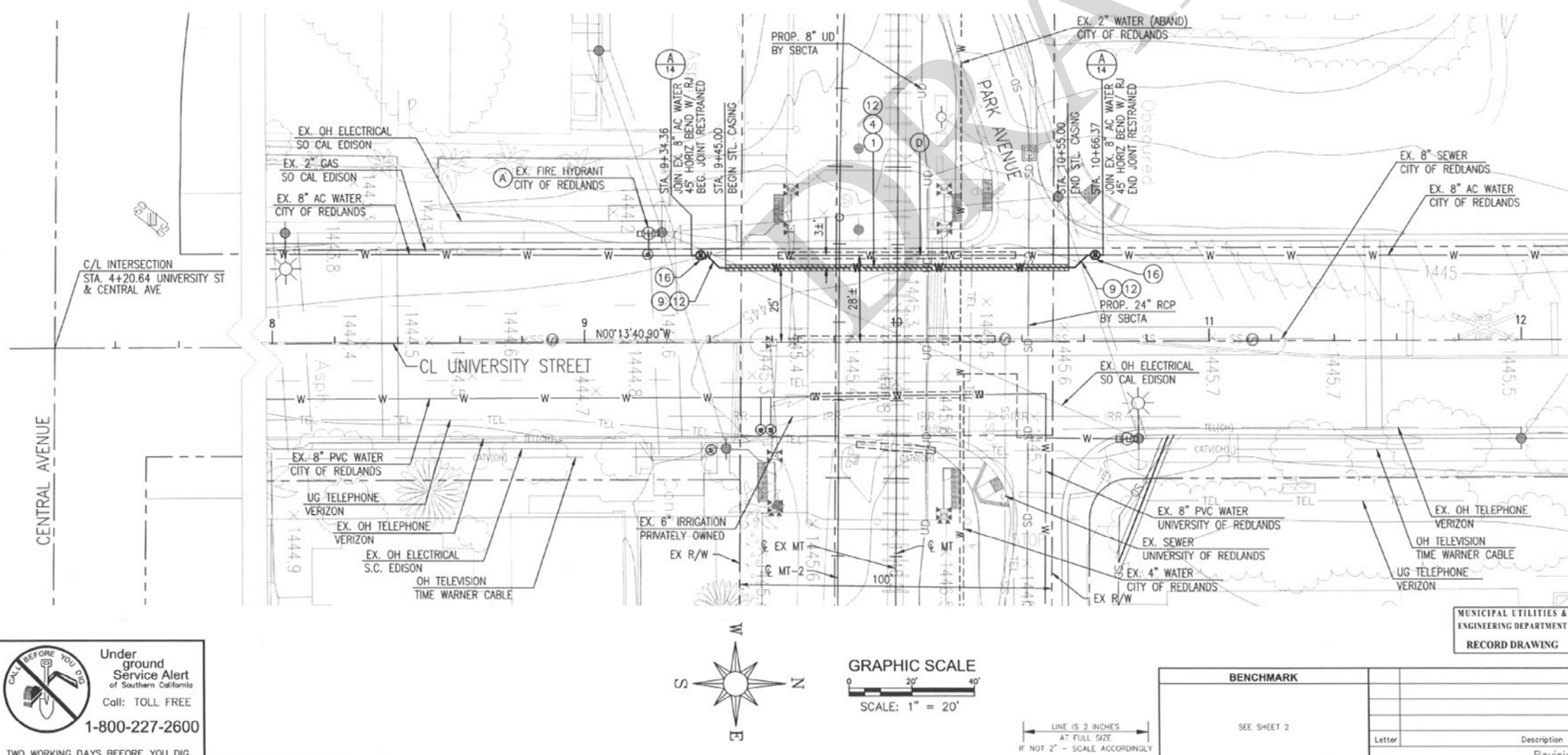
D-20559

BENCHMARK									
NONE REFERENCED									
Letter	Description	Date	Initial	Initial	Initial				
Revisions									





PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT



- ① - INSTALL 16" STEEL CASING PER DETAIL 7, SHEET 3
- ④ - INSTALL 8" DIA. AWWA C-151 (CLASS 350) WITH WARNING TAPE
- ⑧ - CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 2
- ⑨ - INSTALL RESTRAINED JOINTS
- ⑫ - CONSTRUCT TRENCH, BACKFILL AND PAVEMENT REPLACEMENT PER DETAIL 3, SHEET 3
- ⑯ - INSTALL 8" GATE VALVE PER CITY OF REDLANDS STD DWG A-20512

(A) — PROTECT IN PLACE (TYPE PER PLAN)
(D) — REMOVE EXISTING FACILITY



CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS PASSENGER RAIL PROJECT
UTILITIES CROSSING
PROJECT No. 71276, 73416
UNIVERSITY STREET - WATER

Designed by: GHD
Date: 2/7/2018
Checked by: JDM
Date: 2/7/2018
Drawn by: GHD
Date: 2/7/2018
Checked by: JDM
Date: 2/7/2018

Reviewed by: *[Signature]* 2/7/2018
Jason Montgomery, Senior Civil Engineer, R.C.E. 83534
Approved by: *[Signature]* 2/7/2018
Michael Pata, Assistant City Engineer, R.C.E. 43085

Sheet 14 of _____
Scale: Horiz. 1" = 40' Vert. 1" = 10'

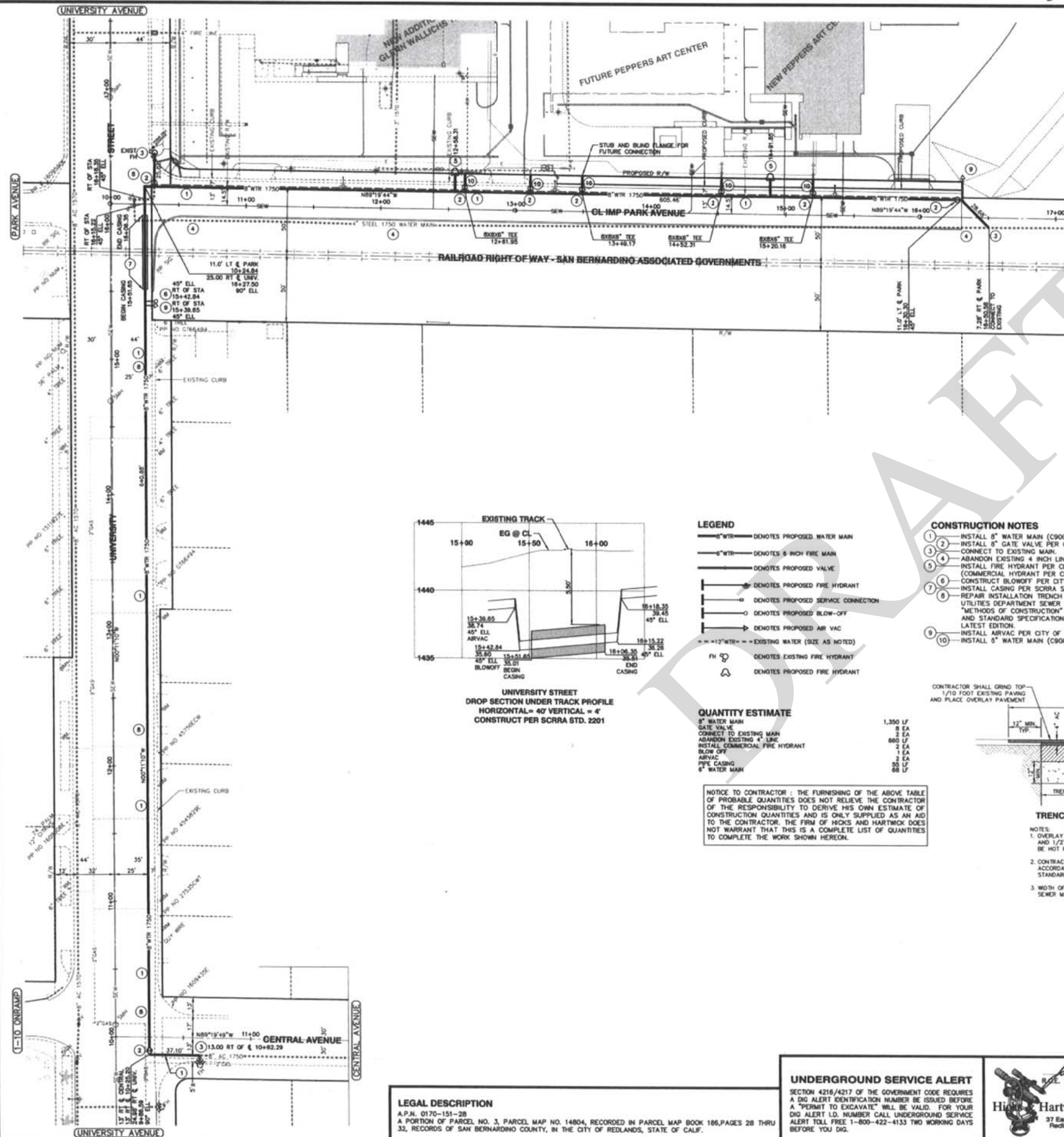
Pack _____

D-20548

Packet Pg. 50

WATER IMPROVEMENT PLANS

UNIVERSITY OF REDLANDS ART BUILDING, CUP 922, APN 0170-151-28



VICINITY MAP



PROFESSIONAL ENGINEER'S NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS. CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT

LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES.

GENERAL NOTES

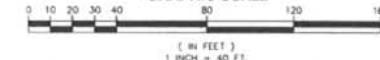
- MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF REDLANDS MUNICIPAL WATER DIVISION STANDARD SPECIFICATIONS (LATEST REVISION THEREOF).
- THE APPROXIMATE LOCATIONS OF EXISTING UNDERGROUND UTILITY LINES ARE SHOWN IN THESE PLANS. THE LINES ARE PLOTTED FROM A COMBINATION OF RECORD AND FIELD DATA AND THE CITY HAS TRIED WITHIN ITS AVAILABLE RESOURCES TO LOCATE ALL SUCH FACILITIES AS ACCURATELY AS POSSIBLE. BY ENTERING INTO A CONTRACT FOR THIS WORK, THE CONTRACTOR AGREES PRIOR TO EXCAVATION TO NOTIFY ALL UTILITY AND IRRIGATION COMPANIES OPERATING IN THE AREA OF THE WORK AND TO DETERMINE WITH AS MUCH ACCURACY AS IS NEEDED TO PERFORM THIS WORK. THE EXACT LOCATIONS OF ALL UNDERGROUND MAIN OR TRUNK LINE UTILITY FACILITIES.
- ALL SERVICE CONNECTIONS TO BE MINIMUM 1" COPPER LATERALS.
- STANDARD WATER MAIN LOCATION IS 7 FEET OFF CURB FACE.
- THIS DRAWING IS SCHEMATIC ONLY. DO NOT SCALE.
- THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWISE NOTED.
- HYDRO TEST TO 195 PSI MINIMUM FOR 2 HOUR DURATION AT THE LOWEST POINT IN THE WATER MAIN.
- BUTTERFLY VALVES TO BE DRESSER 450 OR KENNEDY ADAP-TORQ, CLOW STYLE #2810.
- CONTRACTOR SHALL USE DOUBLE STRAP SERVICE CLAMPS OR H.D. TAPPED COUPLINGS WHEN CONNECTING SERVICE LATERALS.
- CONTRACTOR SHALL NOTIFY CITY 48 HOURS PRIOR TO SHUTDOWN OF WATER MAINS.
- INSTALLATION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.
- METER BOXES TO HAVE CAST IRON LIDS.
- PROVIDE A MINIMUM OF 10 FOOT SEPARATION BETWEEN SEWER AND WATER LATERALS. THE WATER SERVICE IS TO BE LOCATED ON THE UPSTREAM SIDE OF THE SEWER LATERAL.
- BACKFILL COMPACTION AND RESURFACING IN EXISTING STREETS SHALL CONFORM TO STREET DIVISION SPECIFICATIONS (LATEST REVISION THEREOF).
- ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS. THRUST BLOCKS SHALL BE LOCATED AT ALL ANGLE POINTS IN THE WATER LINE.
- SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED.
- IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING.
- INTERIOR WATER SYSTEM INCLUDING FIRE HYDRANTS SHALL BE COMPLETE AND ACCEPTED BY THE CITY BEFORE ANY FRAMING PERMITS WILL BE ISSUED. CONTACT CITY FIRE MARSHALL FOR INTERIOR SYSTEM INSPECTIONS.
- CONTACT THE MUNICIPAL WATER DIVISION 48 HOURS PRIOR TO ANY WATER SYSTEM CONSTRUCTION.
- WHERE DESIGNATED ON THE PLANS, THE CONTRACTOR SHALL INSTALL "POLY PIGS" AND "POLY PIG" OUTLETS. THE CONTRACTOR SHALL NOTIFY CITY 48 HOURS IN ADVANCE TO REQUEST "POLY PIG" THROUGH THE MAINS. THE FLUSHING PROCESS SHALL TAKE PLACE PRIOR TO HYDROSTATIC TESTING, CHLORINATION AND FINAL FLUSHING OF THE MAIN BY THE CONTRACTOR. FINAL CONNECTIONS SHALL NOT BE MADE PRIOR TO BACTERIA TEST SAMPLES THAT MEET CITY REQUIREMENTS AND AUTHORIZATION FOR THE INS BY THE CITY INSPECTOR.
- A COMPLETE SET OF "AS-BUILT" DRAWINGS SHALL BE SUBMITTED TO THE MUNICIPAL UTILITIES DEPARTMENT PRIOR TO FINAL INSPECTION.
- THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.
- WATER VALVE CANS SHALL BE PER SPEC. A-20442 (SLIP CAN TYPE).
- WATER MAIN SHALL BE INSTALLED WITH MINIMUM 3' OF COVER BENEATH FUTURE GRADES.
- BENCH MARK: CHISELED TOP OF CURB SOUTH SIDE OF SYLVAN BLVD. NEAR POWER POLE MARKED CWT 5757. ELEVATION 1445.12
CITY OF REDLANDS BENCH MARK 47, 1052 K 440 MIDDLE ENTRANCE CURBWAY, EAST SIDE OF STEPS ELEVATION = 1468.688

OWNER/DEVELOPER

UNIVERSITY OF REDLANDS
1200 EAST COLTON AVE
REDLANDS, CA 92374
TELEPHONE 909-793-2121

SCALE: 1" = 40'

GRAPHIC SCALE



CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

WATER IMPROVEMENT PLANS
CUP 922
UNIVERSITY OF REDLANDS ART BUILDING
APN 0170-151-28



Designed by	WHR	Reviewed By	WHR	Date	8/7/08
Checked by	JWH	Checked by	WHR	Date	8/12/08
Date	JAN 2008	Accepted by	WHR	Date	JAN 2008
Drawn by	WHR	Checked by	WHR	Date	JAN 2008
Date	JAN 2008	Checked by	WHR	Date	JAN 2008

UNDERGROUND SERVICE ALERT

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG.

Hicks & Hartwick, Inc.
37 East Olive Avenue
Redlands, California
909-793-2257

Letter	Description	Date	Initial	Initial

REVISIONS

Location Map

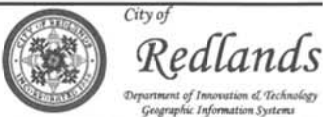
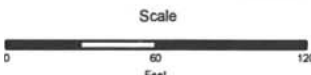
Legend

Mains

TYPE

- Transmission line
- Distribution main
- Overflow line
- Bypass main
- Dry

This map was produced by the City of Redlands Geographic Information System. The City of Redlands assumes no warranty or legal responsibility for the information contained on this map. The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.



April 4, 2023

OneStop.mxd



Exhibit “A”**Attachment No. 2****To****Specific License Exhibit****Contract No. 23-1002930****Varying Insurance Requirements**

No varying insurance requirements under this SLE

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “B”**INSURANCE REQUIREMENTS**

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit "B"

INSURANCE REQUIREMENTS

1. AGREEMENT shall mean the license to which this Exhibit is attached. WORK shall mean any activity or use permitted under the AGREEMENT. The holder of the AGREEMENT is hereinafter referred to as PERMITTEE. PERMITTEE shall at all times during the term of the AGREEMENT or for such other periods as required herein, procure and maintain broad form insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SBCTA property hereunder by the PERMITTEE, its agents, representatives, employees, or subcontractors, with coverage at least as broad as the following minimum requirements specified below. Selected subparagraphs to this Paragraph 1 shall apply:

- 1.1. ☒ Worker's Compensation/Employer's Liability. The policies must include the following:

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

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

- 1.2. ☒ Commercial General Liability. The policy must include the following:

- PERMITTEE shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the AGREEMENT value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the AGREEMENT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the CGL insurance coverage with limits not less than:

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

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

1.2.1. ☐ Contractual Liability – Railroads. The CGL policy shall not exclude coverage of contractual liability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove such exclusions to coverage.

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

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

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

1.4. ☒ Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000 each accident**. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Section 1.3 (Umbrella/Excess CGL), above.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the WORK.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

1.5. ☐ Pollution Liability The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the WORK involves mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the WORK involves lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

- 1.6. ☐ Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

2. General Provisions

- 2.1. Qualifications of Insurance Carriers. If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better. If policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 2.2. Additional Insurance Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 36, or if not available, then ISO Form CG 20 35, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the PERMITTEE permitted under this AGREEMENT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 2.3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any WORK, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in the AGREEMENT together with Exhibit B; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, PERMITTEE shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 2.4. Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 2.5. PERMITTEE's and Subcontractors' Insurance will be Primary. All policies required to be maintained by the PERMITTEE or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of PERMITTEE's nor subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 2.6. Waiver of Subrogation Rights. To the fullest extent permitted by law, PERMITTEE hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, PERMITTEE shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. PERMITTEE shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit PERMITTEE from waiving the right of subrogation prior to a loss or claim.
- 2.7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, PERMITTEE will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, PERMITTEE will provide SBCTA ten (10) days prior written notice. In any event, PERMITTEE will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which PERMITTEE receives within one business day after PERMITTEE receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of the AGREEMENT.
- 2.8. Enforcement. SBCTA may take any steps as are necessary to assure PERMITTEE's compliance with its insurance obligations as identified within the AGREEMENT and / or Exhibit B. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the PERMITTEE fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the PERMITTEE or

withhold such expense from amounts owed PERMITTEE, or terminate the AGREEMENT. The insurance required or provided shall in no way limit or relieve PERMITTEE of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PERMITTEE for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve PERMITTEE, or any subcontractor of any tier, of their obligations to exercise due care in the performance of their duties in connection with the WORK, and to complete the WORK in strict compliance with the AGREEMENT.

- 2.9. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of Exhibit B shall not act as a waiver to enforcement of any of these provisions at a later date.
- 2.10. Contractors and Subcontractors Insurance. Insurance required of the PERMITTEE shall be also provided by subcontractors, or by PERMITTEE on behalf of all subcontractors, to cover WORK, performed by said subcontractors, permitted under the AGREEMENT. PERMITTEE may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. PERMITTEE shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 2.11. Higher limits. If PERMITTEE maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by PERMITTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 2.12. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit “C”PERMITTED HAZARDOUS MATERIAL

No hazardous material is permitted to be used or stored on Premises.

DRAFT

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “D”ADDITIONAL REQUIREMENTS

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

ADDITIONAL REQUIREMENTS

The following Additional Requirements are imposed on the Tenant/Licensee/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee, and are made part of the terms of the Lease/License/Permit to which this Exhibit D is attached ("Agreement").

As used hereinafter, the term "Contractor" shall include the Tenant/Licensee/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee; and the term "railroad operator" or "operating railroad" shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SBCTA.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor's Agreement and approved by SBCTA as required thereunder ("Permitted Use"). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor's Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator's rules and requirements for construction on railway property. Contractor shall secure approval from SBCTA and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.
2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor's sole responsibility. Fully conformed copies of all permits are to be provided to SBCTA. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SBCTA and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SBCTA for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SBCTA property.

SCRRA's Right of Way Engineers Office - (909) 394 - 3418;

BNSF's Roadmaster Office - (909) 386 - 4061

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SBCTA and the railroad operator(s) during the entire construction period. The Contractor shall furnish copies of the insurance certificates to SBCTA and all affected railroad operators.
4. Contractor agrees to comply with instructions of SBCTA and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SBCTA or its member agencies, tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SBCTA's track and other facilities.
5. Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of-way without the permission of the railroad flagman.

SCRRA's Flagging Office (213) 305-8424

BNSF's Flagging Office (909) 386-4061

6. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SBCTA and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.
7. Contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

SCRRA Signal Department (909) 592-1346

BNSF Signal Department (909) 386-4051

- 8. In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.**

SCRRA Signal Emergency Department (888) 446-9721

BNSF Signal Emergency Department (909) 386-4051

9. Contractor shall prepare and submit traffic control plan for SBCTA/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
10. If SBCTA or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the operation of its railroad, at the request of SBCTA, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.
11. Both Contractor and SBCTA acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SBCTA's and any affected operating railroad's prior review and approval, which may be withheld in SBCTA's or the affected operating railroad's sole and absolute discretion. SBCTA or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SBCTA or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SBCTA's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SBCTA.
12. Contractor shall pay for any and all utilities for its benefit, security and use.
13. SBCTA makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.
14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.
16. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by SBCTA. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SBCTA. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.

17. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SBCTA property that is required or necessary in connection with Contractor's use of Premises.
18. Prior to commencement of construction, the contractor shall submit to SBCTA / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.
19. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.
20. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SBCTA approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SBCTA/SCRRA inspector has approved the layout will the Contractor be allowed to begin work.
21. Contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the property as described in the Agreement in Part I and Exhibit "A". Contractor shall be responsible for total expense of fencing and asphalt.
22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRA/BNSF flagman and SCRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SBCTA.
23. The contractor shall submit to SBCTA/SCRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SBCTA and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
24. Prior to commencement of work, the contractor shall submit to SBCTA/SCRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SBCTA. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.
26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe". Said casing pipe shall be installed across the entire width of the

railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SBCTA. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.

27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe; the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SBCTA / SCRRA inspector must be present during the grouting process.
28. Casing jacking shall adhere to the following requirements:
 - a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment.
 - b. Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
 - c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.
29. Casing boring shall adhere to the following requirements:
 - a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
 - b. The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.
 - c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SBCTA / SCRRA for approval prior to commencement of work.

- d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering or boring without the same requirements may be considered if approved by SBCTA/SCRRA.
30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SBCTA/SCRRA shall be employed to fill such voids.
32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SBCTA/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.
33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SBCTA/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
35. The proposed methods of dewatering shall be submitted to SBCTA/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SBCTA/SCRRA inspector.

36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SBCTA and any affected operating railroad that all construction has been completed. After as-builts have been received, SBCTA inspects the construction site and signs-off the work, SBCTA will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.
38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.
39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.
42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.
43. For overhead crossings, complete spanning of the property is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.
44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28').. Electric lines must have a fluorescent ball marker on low wire over centerline track.
45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.
46. Overhead flammable and hazardous material lines are prohibited.

47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, . SBCTA may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.
48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

Contract	SBCTA

Initials

DRAFT

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “E”CONTROL MASTER LEDGER

[To Be Inserted]

DRAFT

Attachment: 23-1002930 (9680 : Master License Agreement No. 23-1002930 - City of Redlands)

Exhibit “E”

CITY OF REDLANDS MLA LICENSE AGREEMENT # 23-1002930 CONTROL MASTER LEDGER										
Utility Project/ Location No.	SUPERCEDED CONTRACT NO.	Description of Facility	Facility Type	CITY	NEAREST STREET	SUBDIVISION	Original/SCRRRA MILE POST	DIMENSIONS & AREA	ANNUAL ADMIN FEE**	ANNUAL USE FEE*
1	RRND007394	Potable Waterline	8" 10 Gauge DIP	Redlands	University St to Judson St	Redlands	9.76 to 10.40	3,240' (L) x 10' (W) 32,400 sq. ft.	\$1,200	*
								GRAND TOTAL	\$1,200	\$0

Notes:

- * Annual Use Fees are exempt for this Master License pursuant to Policy 31602 IX.C.8 due to the licensee being an incorporated city within San Bernardino County.
- ** Administrative Fees by location is for illustrative purposes only and not specific to specific individual locations but rather based upon the total number of locations. Base Admin Fee is established by SBCTA Resolution 14-027 at \$1,200 per location and a discount is provided for Master License Agreement Administrative Fees based upon the total number of locations per SBCTA Resolution 20-051.

Minute Action

AGENDA ITEM: 4

Date: September 14, 2023

Subject:

2023 Award of Transportation Development Act Article 3 Funds for Transit Stop Access Improvement Projects

Recommendation:

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

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

Background:

On May 3, 2023 the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized the release of the Transportation Development Act (TDA) Article 3 Call for Projects for Transit Stop Access Improvement projects. The TDA provides that two percent of the State of California Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of bicyclists and pedestrians, known as the TDA Article 3 Program. Local jurisdictions and transit agencies were notified of this opportunity through SBCTA's website; including social media platforms, Transportation Technical Advisory Committee (TTAC), and Public and Specialized Transportation and Advisory Coordination Council (PASTACC) email lists. The amount of TDA Article 3 funds available for award is \$1,440,000. The closing date for the Call for Projects was July 7, 2023.

Eight agencies representing projects in 13 cities submitted applications to improve access to stops as well as to add bus stop fixtures to 139 bus stops as part of the Transit Stop Access Improvement projects, for a total funding request of \$1,607,224. Each application was reviewed and scored by two SBCTA staff and one consultant. After consideration of all projects, staff is recommending the approval of funding in the amount of \$1,440,000 for the projects identified in Attachment A and summarized in Table 1 below and on the following page.

Table 1

Agency	Projects	Recommended Award Amount
Omnitrans	Benches/Shelters for the City of Colton	\$ 117,600
Omnitrans	Benches/Shelters for the City of Highland	\$ 111,200
Omnitrans	Benches/Shelters for the City of Montclair	\$ 144,000
Omnitrans	Benches/Shelters for the City of Ontario	\$ 108,776
Omnitrans	Benches/Shelters for the City of Redlands	\$ 111,200
Omnitrans	Benches/Shelters for the City of Rialto	\$ 128,800
Omnitrans	Benches/Shelters for the City of Yucaipa	\$ 32,000
Victor Valley Transit Authority (VVTA)	Apple Valley Bus Stop Improvements	\$ 128,002
VVTA	Victorville - Sunhill Drive & Chalon Road	\$ 76,080

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

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VVTA	Victorville - Nevada Avenue & McCoy Drive	\$ 10,362
City of Adelanto	Transit Improvements at Johnathan Street	\$ 144,000
City of Fontana	10 Bus Pads in the City of Fontana	\$ 59,023
City of Loma Linda	11 Bus Stops in the City of Loma Linda	\$ 50,122
City of Ontario	Ontario Improvements	\$ 32,835
City of San Bernardino	Bus Stop Sidewalk Improvements	\$ 96,000
San Bernardino County Department of Public Works	Bus Stop Improvements on Pacific Street	\$ 90,000
Total Award		\$ 1,440,000
Available		\$ 1,440,000

Attachment A provides details on the projects recommended for award as well as the projects that did not receive a recommendation. A total of 111 projects are recommended for funding sponsored by the Cities of Adelanto, Fontana, Loma Linda, Ontario, San Bernardino, San Bernardino County, Omnitrans, and VVTA.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Transit Committee
Date: September 14, 2023

Witnessed By:

2023 TDA Transit Stop Access Improvement Projects

Attachment A

4.a

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Adelanto						
	Adelanto	Transit Improvements at Jonathan Street	\$ 172,000.00	\$ 144,000.00	\$ 28,000.00	\$ 144,000.00
Apple Valley						
	VVTA	Apple Valley Bus Stop Improvements	\$ 160,003.00	\$ 128,002.00	\$ 32,001.00	\$ 128,002.00
Colton						
Application 3	Omnitrans	Valley @ Rancho WB FS	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 1	Omnitrans	Valley @ 3rd WB FS	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 4	Omnitrans	Lacadena @ D SB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	Mt Vernon @ Laurel NB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 6	Omnitrans	Washington @ Meadow Lane EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Valley @ 4th WB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 7	Omnitrans	Olive @ Rancho WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Valley @ 4th EB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 8	Omnitrans	Valley @ 10th WB FS	\$ 20,000.00	\$ 20,000.00		\$ -
Application 8	Omnitrans	Washington @ Mojave WB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Rancho @ Olive EB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Valley @ 10th EB LAT	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	C St @ Pennsylvania EB FS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Meridian @ Valley SB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	11th @ M SB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	San Bernardino @ Indigo WB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Olive @ Meridian EB FS	\$ 800.00	\$ 800.00		\$ -
Fontana						
	City of Fontana	10 Bus Pads City of Fontana	\$ 84,319.00	\$ 59,023.00	\$ 25,296.00	\$ 59,023.00
Highland						
Application 2	Omnitrans	Baseline @ Valarie EB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 2	Omnitrans	Highland @ Piedmont EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 3	Omnitrans	Baseline @ Olive EB NS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 3	Omnitrans	Baseline @ Osbun WB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Appclcation 3	Omnitrans	Baseline @ Stoney Creek EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 1	Omnitrans	Baseline @ Palm WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	Baseline @ Cole WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Central @ 5th SB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Central @ 5th NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Baseline @ Church EB NS	\$ 800.00	\$ 800.00		\$ 800.00

Attachment: Attachment A TDA Art 3 (9810 : 2023 Award of Transportation Development Act Article 3

2023 TDA Transit Stop Access Improvement Projects

4.a

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Highland Cont.						
Application 6	Omnitrans	Baseline @ Guthrie WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Central @ Hibiscus NB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 6	Omnitrans	Central @ Hibiscus SB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 7	Omnitrans	Church @ Jackrabbit SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Palm @ Cypress NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Palm @ Cypress SB FS	\$ 20,000.00	\$ 20,000.00		\$ -
Application 8	Omnitrans	Del Rosa @ 3rd NB NS	\$ 800.00	\$ 800.00		\$ -
Application 9	Omnitrans	Del Rosa @ 3rd NB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	5th @ Palm WB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Boulder @ Pacific NB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Boulder @ Pacific SB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	9th @ Del Rosa EB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	9th @ Del Rosa WB FS	\$ 800.00	\$ 800.00		\$ -
Application 10	Omnitrans	Palm @ Norwood SB FS	\$ 800.00	\$ 800.00		\$ -
Loma Linda						
	Loma Linda	11 Bus Stops in the City of Loma Linda	\$ 62,652.00	\$ 50,122.00	\$ 12,530.00	\$ 50,122.00
	Loma Linda	Anderson @ Academy NB FS				
	Loma Linda	Prospect @ Richie WB NS				
	Loma Linda	Prospect @ Belleaire WB FS				
	Loma Linda	Redlands @ Corporate WB FS				
	Loma Linda	Redlands @Rhonda WBFS				
	Loma Linda	Redlands @ Taft WB NS				
	Loma Linda	Barton @ Frontage WB FS				
	Loma Linda	Redlands @ Mt View EB FS				
	Loma Linda	Redlands @ Anderson WB NS				
	Loma Linda	Campus @ University SB FS				
	Loma Linda	Redlands @ Richardson EB FS				
Montclair						
Application 6	Omnitrans	Romona @ Howard NB	\$ 52,000.00	\$ 52,000.00	\$ -	\$ 52,000.00
Application 6	Omnitrans	Romona @ Orchard SB	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 7	Omnitrans	Romona @ Kingsley NB	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Application 7	Omnitrans	Romona @ Howard SB	\$ 52,000.00	\$ 52,000.00	\$ -	\$ 52,000.00
Ontario						
	City of Ontario	Ontario Article 3 Improvements Grant	\$ 32,835.00	\$ 32,835.00	\$ -	\$ 32,835.00
		Riverside Ave @ Mill Creek WB NS				
		Inland Empire Blvd @ Ferrari Lane EB FS				
		Vineyard Avenue @ Walnut Street SB NS				

Attachment: Attachment A TDA Art 3 (9810 : 2023 Award of Transportation Development Act Article 3

2023 TDA Transit Stop Access Improvement Projects

4.a

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Ontario Cont.						
Application 2	Omnitrans	Riverside @ Archibald EB NS - Bench	\$ 800.00	\$ 800.00		\$ 800.00
Application 2	Omnitrans	Holt @ Cucamonga EB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 2	Omnitrans	Inland Empire Blvd @ Ferrari Lane EB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 3	Omnitrans	Euclid @ Riverside Avenue	\$ 800.00	\$ 800.00		\$ 800.00
Application 3	Omnitrans	Vineyard Avenue @ Walnut Street SB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 1	Omnitrans	Holt @ Palm EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 1	Omnitrans	Euclid @ 4th SB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 1	Omnitrans	Riverside @ Mill Creek WB NS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 5	Omnitrans	Inland Empire @ Center WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Inland Empire @ Porsche EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Vineyard @ Merior SB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	Milliken @ Jurupa NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	6th @ Baker EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 5	Omnitrans	6th @ Baker WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Inland Empire @ Lotus EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 6	Omnitrans	Francis @ Baker EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Mountain @ Philadelphia SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Francis @ Haven WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Milliken @ Airport SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Francis @ Baker WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 8	Omnitrans	Inland Empire @ Mercedes EB FS	\$ 800.00	\$ 800.00		\$ 776.00
Application 8	Omnitrans	Francis @ Grove EB NS	\$ 800.00	\$ 800.00		\$ -
Redlands						
Application 2	Omnitrans	Orange @ Lugonia SB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 2	Omnitrans	Redlands Depot EB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 3	Omnitrans	Orange @ Brockton SB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 1	Omnitrans	Orange @ Colton SB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 1	Omnitrans	Mentone @ Wabash WB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 1	Omnitrans	Eureka @ Redlands NS FS - Withdrew	\$ 800.00	\$ 800.00		\$ -
Application 4	Omnitrans	San Bernardino @ Texas	\$ 800.00	\$ 800.00		\$ 800.00
Application 4	Omnitrans	Brookside @ San Matero EB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	State @ Tennessee WB NS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 4	Omnitrans	State @ Center SB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Brookside @ Eureka WB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 8	Omnitrans	State @ Tennessee EB NS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -
Application 10	Omnitrans	Lugonia @ Lincoln WB FS	\$ 800.00	\$ 800.00	\$ -	\$ -

Attachment: Attachment A TDA Art 3 (9810 : 2023 Award of Transportation Development Act Article 3

2023 TDA Transit Stop Access Improvement Projects

4.a

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Rialto						
Application 2	Omnitrans	San Bernardino @ Riverside EB NS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
Application 2	Omnitrans	Foothill @ Eucalyptus WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 2	Omnitrans	Easton @ Riverside Avenue WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 3	Omnitrans	Live Oak @ Terrace Vista NB FS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 3	Omnitrans	Renessauce @ Market Place WB NS	\$ 800.00	\$ 800.00		\$ 800.00
Appclcation 3	Omnitrans	Baseline @ Alder WB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 1	Omnitrans	Baseline @ Cedar WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 4	Omnitrans	Baseline @ Maple EB FS	\$ 800.00	\$ 800.00		\$ 800.00
Application 4	Omnitrans	Baseline @ Maple WB FS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
Application 5	Omnitrans	Renessauce @ Linden EB FS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 5	Omnitrans	Riverside @ Senior Way SB NS	\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
Application 6	Omnitrans	Cactus @ Riverside NB NS	\$ 800.00	\$ 800.00		\$ 800.00
Application 7	Omnitrans	Merrill @ Lilac WB FS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
San Bernardino						
	San Bernardino	Bus Stop Sidewalk Improvements	\$ 120,000.00	\$ 96,000.00	\$ 24,000.00	\$ 96,000.00
Victorville						
	VVTA	Sunhill Drive and Chalon	\$ 95,100.00	\$ 76,080.00	\$ 19,020.00	\$ 76,080.00
	VVTA	Nevada Avenue & McCoy Circle Drive	\$ 12,952.00	\$ 10,362.00	\$ 2,590.00	\$ 10,362.00
Yucaipa						
Application 1	Omnitrans	Yucaipa Blvd @ 13th EB FS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
Application 4	Omnitrans	Yucaipa Blvd @ 6th EB FS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
Appclcation 9	Omnitrans	Yucaipa Blvd @ Oak Glen WB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Appclcation 9	Omnitrans	California @ Eureka SB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Appclcation 9	Omnitrans	Yucaipa @13th WB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Appclcation 9	Omnitrans	First @ B Ave SB NS	\$ 16,000.00	\$ 16,000.00		\$ -
Application 10	Omnitrans	Yucaipa @10th EB FS	\$ 16,000.00	\$ 16,000.00		\$ -
Application 10	Omnitrans	Yucaipa @ 10th WB FS	\$ 16,000.00	\$ 16,000.00		\$ -
County of SB						
	County DPW	Bus Stop Improvements on Pacific Street	\$ 130,000.00	\$ 90,000.00	\$ 40,000.00	\$ 90,000.00
				Total Request	Available	TOTAL AWARD
				\$ 1,607,224.00	\$ 1,440,000.00	\$ 1,440,000.00

Attachment: Attachment A TDA Art 3 (9810 : 2023 Award of Transportation Development Act Article 3

Minute Action

AGENDA ITEM: 5

Date: September 14, 2023

Subject:

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

Recommendation:

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

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

Background:

Construction of the Redlands Passenger Rail Project (RPRP) is now complete and revenue service successfully launched on October 24, 2022. San Bernardino County Transportation Authority (SBCTA) and Southern California Regional Rail Authority (SCRRA) have cooperated in the development of the RPRP and the implementation of the Arrow passenger service utilizing Diesel Multiple Unit (DMU) equipment from the start of project development. The various agreements between the agencies have aided in establishing the roles and responsibilities of each party, along with defining the funding of the capital, pre-revenue operations and project closeout activities.

In December 2016, SBCTA and SCRRA entered into Cooperative Agreement No. 17-1001587 for RPRP design services, and subsequently approved Amendment Nos. 1 through 6. The most recent Amendment No. 6 was executed on May 2, 2023, and included additional project close-out services including the procurement and replacement of the ESRI station railroad signal house. The railroad signal houses are long lead items and the overall work is scheduled to be completed in late 2023. With the current expiration date of December 31, 2023, this only allowed SCRRA seven months to complete the additional work, close out the various contracts, and invoice SBCTA. As such, staff has identified the need to extend the contract expiration date to complete all remaining work, as well as allow for adequate time to invoice for all appropriate expenses. Staff recommends the Board approve Amendment No. 7 to Contract No. 17-1001587 with the Southern California Regional Rail Authority to extend the term by one year, for a revised expiration date of December 31, 2024, with a no-net increase to the total contract amount.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

Entity: San Bernardino County Transportation Authority

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Approved
Transit Committee
Date: September 14, 2023
Witnessed By:

Contract Summary Sheet

5.a

General Contract Information

Contract No: 17-1001587 Amendment No.: 7

Contract Class: Payable Department: Transit

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority (SCRRRA)

Description: RPRP Design and Construction Support Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,069,500.00	Original Contingency		\$	106,950.00
Prior Amendments		\$	17,038,180.40	Prior Amendments		\$	(106,950.00
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	18,107,680.40	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	18,107,680.40

Contract Authorization

Board of Directors _____ Date: 10/4/2023 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts _____

Sole Source? N/A

No Budget Adjustment _____

State/Local _____

Construction _____

N/A _____

Accounts Payable

Estimated Start Date: 12/15/2016 Expiration Date: 12/31/2023 Revised Expiration Date: 12/31/2024

NHS: N/AOMP/QAP: N/APrevailing Wage: Yes

Total Contract Funding:

Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	18,107,680.40	\$	-
GL:	4150	30	0315	0324	52001	41100000	MSI Rail	8,505,296.00	-		
GL:	1050	30	0315	0324	52001	42218001	STA-Rail	4,020,129.00	-		
GL:	4150	30	0315	0324	52001	41100000	MSI Rail	106,950.00	-		
GL:	4150	30	0315	0324	52001	41100000	MSI Rail	577,500.00	-		
GL:	1050	30	0315	0324	52001	42218001	STA-Rail	92,326.40	-		
GL:	4150	30	0315	0324	52001	41100000	MSI Rail	750,000.00	-		
GL:	1050	30	0315	0324	52001	42218001	STA-Rail	900,000.00	-		
GL:	4150	30	0315	0324	52001	41100000	MSI Rail	1,443,750.00	-		
GL:	4150	30	0315	0324	52001	41100000	MSI Rail	897,600.00	-		
GL:	4150	30	0315	0324	52001	41100000	MSI Rail	814,129.00	-		
GL:								-	-		
GL:								-	-		
GL:								-	-		
GL:								-	-		

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

**AMENDMENT NO. 7 TO
COOPERATIVE AGREEMENT NO. 17-1001587
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
REDLANDS PASSENGER RAIL PROJECT RAILROAD DESIGN AND
CONSTRUCTION SUPPORT SERVICES
SAN GABRIEL SUBDIVISION/REDLANDS SUBDIVISION
MILE POST 57.77/1.1 TO MILEPOST 66.57/9.9**

This AMENDMENT NO. 7 amends the Cooperative Agreement for the Redlands Passenger Rail Project (“RPRP”), SBCTA Agreement No. 17-1001587, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SBCTA”) and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (“SCRRA”) (“AGREEMENT”). SBCTA and SCRRA are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”. Capitalized terms used but not defined in this amendment shall have meanings ascribed to them in the AGREEMENT.

RECITALS

1. SBCTA and SCRRA entered into the AGREEMENT, which defined the terms and conditions for the design phase of the Redlands Passenger Rail Project (“RPRP” or “PROJECT”).
2. The AGREEMENT was amended (“AMENDMENT NO. 1”) to include the development and implementation of Positive Train Control (“PTC”) with functionality to support highway-crossing warning forestallment for near-side crossings and SCRRA’s temporary use of the San Bernardino Inland Empire Layover Facility.
3. The AGREEMENT was further amended (“AMENDMENT NO. 2”) to include additional budget for the SCRRA’s early utility relocation contract support services.
4. The AGREEMENT was further amended (“AMENDMENT NO. 3”) to include additional budget and scope for construction support services, system integration testing, equipment certification testing, train and engine crew certification and other pre-revenue support for the transition from a construction project to an operating railroad.
5. The AGREEMENT was further amended (“AMENDMENT NO. 4”) to include additional budget and scope for system integration testing, equipment certification testing,

enhancement to the Wireless Control Nearside Station Stop (“WCNSS”) operation, PTC support software, and PTC work needed for the Arrow Maintenance Facility (“AMF”).

6. The AGREEMENT was further amended (“AMENDMENT NO. 5”) to include and define additional responsibilities for construction support services, including, but not limited to: 1) procurement of equipment and furniture required for the operation of the AMF; 2) the maintenance of the DMUs and the maintenance of the RPRSA; 3) additional SCRRA staff and consultation support associated with Project Management, communications systems, scheduling, and an extended period of performance over that envisioned in previous Amendments; 4) four (4) additional Passenger Phones for DMU station platforms; and 5) mechanical support to DMU PTC testing and simulated service testing and procurement of PTC WCNSS licenses and software for PTC training simulator.
7. The AGREEMENT was further amended (“AMENDMENT NO. 6”) to include additional funding for PROJECT CLOSE-OUT SERVICES, including, but not limited to, additional staff time, flagging and railroad protection, safety training and cable marking, additional first mile upgrades, information technology services associated with mobile delay application at University Station, ESRI replacement house procurement and installation, bridge inspections and studies, DTMF procurement and installation at crossings, system service improvements between CP ZEMU and CP Morris, as well as support to the 79 mph DMU testing on the San Gabriel Subdivision.
8. PARTIES now desire to further amend the AGREEMENT to extend the term by one (1) year, for a revised expiration date of December 31, 2024, with a no-net increase to the total contract amount.

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

1. **ARTICLE 10. ADDITIONAL PROVISIONS**, sub-paragraph A shall be deleted and replaced in its entirety with the following:

This AGREEMENT shall continue in full force and effect through December 31, 2024, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

2. Except as amended by this AMENDMENT NO. 7, all other provisions of the AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
3. The Recitals set forth above are incorporated herein by this reference.
4. This AMENDMENT NO. 7 shall be made effective upon execution by both PARTIES.

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

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT NO. 7 to be entered into as of the date set forth above.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY (SCRRA)**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
(SBCTA)**

By: _____
Darren M. Kettle
Chief Executive Officer

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Don O. Del Rio
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

Minute Action

AGENDA ITEM: 6

Date: September 14, 2023

Subject:

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

Recommendation:

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

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

Background:

On June 7, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for the first quarter of Fiscal Year (FY) 2023/2024 for Arrow Service operations, in the amount of \$6,239,915. This one-quarter allocation was provided in lieu of an allocation for the full fiscal year to allow for additional time for SBCTA and SCRRA staff to review actual operating expenditures for FY 2022/2023 and estimated costs moving forward.

At this time, discussions between SBCTA and SCRRA are still ongoing and costs are being finalized. Since the operations budget has a \$4 million increase over the previously approved budget, staff is recommending that SCRRA be authorized to utilize carry-over surplus funds from FY 2022/2023 in the amount of \$4,078,051 to continue Arrow operations while staff continues to work through a full year of actual expenditures to inform a baseline budget and evaluate new or upcoming expenditures. As actual expenditures only became available for review and consideration at the end of August 2023, staff needs more time to further evaluate an appropriate budget for the remainder of the 2023/2024 fiscal year.

In order to avoid delays or interruption to Arrow Service operations, staff is recommending approval of a continuing appropriations in the amount of \$4,078,051, to be funded using surplus carry-over funds previously allocated to SCRRA for FY 2022/2023. As a cost estimate for the remaining fiscal year is refined, an updated operating statement reflecting the final cost estimate for FY 2023/2024 will be provided to the Board at a future date.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

Entity: San Bernardino County Transportation Authority

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Approved
Transit Committee
Date: September 14, 2023
Witnessed By:

Additional Information

TRANSIT COMMITTEE ATTENDANCE RECORD – 2023

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Eunice Ulloa City of Chino		X	X	X	X	X						
Ray Marquez City of Chino Hills		X	X		X	X		X				
Frank Navarro City of Colton				X	X			X				
Aquanetta Warren City of Fontana		X	X	X	X			X				
Sylvia Robles City of Grand Terrace			X	X		X						
Larry McCallon City of Highland		X	X	X				X				
John Dutrey City of Montclair		X	X	X	X			X				
Alan Wapner City of Ontario		X	X	X		X		X				
L. Dennis Michael City of Rancho Cucamonga		X		X	X	X						
Rick Denison Town of Yucca Valley		X	X	X	X	X		X				
Dawn Rowe Board of Supervisors				X		X		X				
Joe Baca, Jr. Board of Supervisors		X	X	X	X	X		X				

Communication: Attendance (Additional Information)

X = Member attended meeting Empty box = Member did not attend meeting
 Crossed out box = Not a member at the time Shaded box=The Transit Committee did not meet

TC-ATT23

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