

AGENDA

Transit Committee Meeting

June 15, 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

Ray Marquez, Council Member
City of Chino Hills

Larry McCallon, Mayor
City of Highland

Vice Chair

Rick Denison, Mayor
Town of Yucca Valley

John Dutrey, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

Eunice Ulloa, Mayor
City of Chino

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

Sylvia Robles, Council Member
City of Grand Terrace

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

AGENDA

Transit Committee Meeting

**June 15, 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 Ray Marquez)

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

Possible Conflict of Interest Issues

Pg. 11

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.

2. Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company Pg. 13

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 - Administrative Matters

Pg. 15

3. Election of Committee Chair and Vice Chair

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2024.

Presenter: Victor Lopez

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

Discussion - Transit

4. Fiscal Year 2023/2024 State of Good Repair Program Allocations

Pg. 22

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

A. Allocate \$4,281,006 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Intelligent Transit Systems – Morongo Basin Transit Authority (MBTA) - \$127,536
- ii. Crestline Transit Center Facility Project – Mountain Area Regional Transit Authority (Mountain Transit) - \$88,575
- iii. Preventative Maintenance – City of Needles - \$8,531
- iv. Facilities Improvements – Omnitrans - \$377,966
- v. Service Vehicles – Victor Valley Transit Authority (VVTA) - \$240,000
- vi. Microtransit Vehicles – VVTA - \$579,425
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority - \$295,384
- viii. Metrolink Station Improvements – SBCTA - \$2,563,589

B. Adopt Resolution No. 23-027, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2023/2024 State of Good Repair Program funds for the projects listed above.

Presenter: Nancy Strickert

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

5. Fiscal Year 2023/2024 Transit Operator Allocations

Pg. 33

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

A. Approve the Fiscal Year 2023/2024 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies' Short Range Transit Plan revenue assumptions to reflect the final allocation amounts.

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2032/2033.

Presenter: Nancy Strickert

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

6. Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc. for Transit and Specialized Transportation Planning Services

Pg. 42

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

Approve Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Planning Services, increasing the contract amount by \$300,000 for a new not-to-exceed amount of \$1,080,000.

Presenter: Nancy Strickert

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.

7. Implementation Study for the Operation of Multiple Units from the University of Redlands Station to Los Angeles Union Station

Pg. 49

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

A. Approve Work Order No. 12 under Contract No. 15-1001125 in the amount of \$480,000 for Southern California Regional Rail Authority to complete an Implementation Study for Operating Multiple Units from the University of Redlands Station to Los Angeles Union Station.

B. Direct staff to work with Los Angeles Metro (LA Metro) and develop a cost-sharing agreement to reimburse SBCTA for the total cost of Work Order No. 12 using an equal 50/50 split, for a total cost to each agency of \$240,000.

C. Delegate signatory authority to the Executive Director, or his designee, to execute the cost-sharing agreement with LA Metro, upon approval as to form by General Counsel.

Presenter: Rebekah Soto

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item. SBCTA Risk Manager will review the work order prior to it being executed.

8. Award Contract No. 23-1002920 for On-Call Railroad Property Maintenance of Way Services Pg. 59

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

Award Contract No. 23-1002920 to Joshua Grading & Excavating Inc., for On-Call Railroad Property Maintenance of Way Services, for an amount not-to-exceed \$5,500,000 with an initial term of five years and two one-year options not-to-exceed an aggregate total of seven years.

Presenter: Ryan Aschenbrenner

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract. SBCTA Risk Manager reviewed the draft contract prior to release of Request for Proposal No. 23-1002920, there are no contract exceptions or deviations or changes otherwise made to the draft contract since SBCTA Risk Manager's review.

Discussion - Transportation Programming and Fund Administration

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9. Transportation Development Act Triennial Performance Audits for Fiscal Years 2021/2022/2023

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

Approve Contract No. 23-1002906 with Moore & Associates, Inc., for the Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021, 2021/2022 and 2022/2023, in an amount not-to-exceed \$115,013.92.

Presenter: Brianna Martinez

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

Public Comment

Brief Comments from the General Public

Note: Public Comment will only be allowed on items listed on this agenda 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 Transit Committee meeting will go dark in July.

The next Transit Committee meeting is scheduled for August 10, 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 – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s 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: June 15, 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
4	Allocation	Morongo Basin Transit Authority	None
	Allocation	Mountain Area Regional Transit Authority	None
	Allocation	City of Needles	None
	Allocation	Omnitrans	None
	Allocation	Victor Valley Transit Valley	None
	Allocation	Southern California Regional Rail Authority	None
5	Allocation	City of Needles	None
	Allocation	Morongo Basin Transit Authority	None
	Allocation	Mountain Area Regional Transit Authority	None
	Allocation	Omnitrans	None
	Allocation	Victor Valley Transit Authority	None
6	19-1001998-04	AMMA Transit Planning, Inc. <i>Heather Menninger Visscher</i>	None
7	15-1001125	Southern California Regional Rail Authority	None
8	23-1002920	Joshua Grading & Excavating Inc. <i>Muriel Craft</i>	None
9	23-1002906	Moore & Associates, Inc. <i>Stephanie Roberts</i>	None

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 15, 2023

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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

Approved
Transit Committee
Date: June 15, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: June 15, 2023

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

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

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had 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: June 15, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Rail and Transit Construction Contracts

RPRP- Vehicle Procurement From Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$1,232,746.83
APPROVED CONTINGENCY		\$2,070,508.00
REMAINING CONTINGENCY		\$837,761.17
RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$24,580,968.81
APPROVED CONTINGENCY		\$24,634,814.59
REMAINING CONTINGENCY		\$53,845.78
RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$6,131,139.71
APPROVED CONTINGENCY		\$6,638,400.00
REMAINING CONTINGENCY		\$507,260.29
ZEMU- Vehicle Procurement From Stadler US (20-1002310)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$27,911.00
APPROVED CONTINGENCY		\$500,000.00
REMAINING CONTINGENCY		\$472,089.00

Minute Action

AGENDA ITEM: 3

Date: June 15, 2023

Subject:

Election of Committee Chair and Vice Chair

Recommendation:

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2024.

Background:

Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Metro Valley Study Session expire on June 30, 2023. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Transit Committee to serve until June 30, 2024. A complete listing of SBCTA policy committees, memberships, and chairs is attached to this item for reference.

Financial Impact:

This item has no financial impact to 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: June 15, 2023

Witnessed By:

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

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Past President) <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Rhodes "Dusty" Rigsby, Loma Linda Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley (Vice Chair/President/MDC Chair) Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor (Chair/Vice President/MVSS Chair) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 Indeterminate (6/30/2024)
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) Rick Denison, Yucca Valley (Vice Chair) Eunice Ulloa, Chino Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Robles, Grand Terrace Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	Indeterminate (6/30/2024) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Art Bishop, Town of Apple Valley (President) Dawn Rowe, Supervisor (Vice President) Curt Hagman, Supervisor (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2024 12/31/2024 12/31/2024 12/31/2024

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) Paul Cook, Supervisor (Vice Chair)	6/30/2023 6/30/2023

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2025 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) Gerry Newcombe (B) Vacant (C) Vacant (D) Patrick Morris (E) Art Bishop, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/24 12/31/24 3/1/25</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Emerging Technology Ad Hoc Committee</p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2023.</p>	<p>Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Curt Hagman, Supervisor</p>

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2023.	Eunice Ulloa, Chino Deborah Robertson, Rialto Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Debra Jones, Victorville Rick Denison, Yucca Valley Curt Hagman, Supervisor
Transportation Investment Plan Ad Hoc Committee On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Sylvia Robles, Grand Terrace Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).

<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>
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Minute Action

AGENDA ITEM: 4

Date: June 15, 2023

Subject:

Fiscal Year 2023/2024 State of Good Repair Program Allocations

Recommendation:

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

A. Allocate \$4,281,006 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Intelligent Transit Systems – Morongo Basin Transit Authority (MBTA) - \$127,536
- ii. Crestline Transit Center Facility Project – Mountain Area Regional Transit Authority (Mountain Transit) - \$88,575
- iii. Preventative Maintenance – City of Needles - \$8,531
- iv. Facilities Improvements – Omnitrans - \$377,966
- v. Service Vehicles – Victor Valley Transit Authority (VVTa) - \$240,000
- vi. Microtransit Vehicles – VVTa - \$579,425
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority - \$295,384
- viii. Metrolink Station Improvements – SBCTA - \$2,563,589

B. Adopt Resolution No. 23-027, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2023/2024 State of Good Repair Program funds for the projects listed above.

Background:

Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved in April 2017 and will provide over \$50 billion in new transportation funding over the next decade to improve transit service and repair highways, bridges and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB 1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately \$105 million annually to transit operators in California for eligible maintenance, rehabilitation and capital projects. While SB 1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities and vehicles, and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance (STA) Program formula. The formula apportions 50 percent of the available SGR funds by population and the remaining 50 percent by operator revenues from the prior Fiscal Year (FY), in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, will receive direct allocations of SGR funds in accordance with PUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on

Entity: San Bernardino County Transportation Authority

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local need and sub-allocating SGR-Operator Share funds to the transit operators in the San Bernardino County region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTa), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (Mountain Transit), City of Needles, and Southern California Regional Rail Authority (SCRRA).

In March 2023, the SBCTA Board of Directors (Board) approved the total FY 2023/2024 SGR-Population Share apportionment for \$3,539,505 in accordance with estimates released by the SCO. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2023/2024 SGR-Population Share funds available to the Valley and Mountain/Desert is \$2,563,589 and \$975,916, respectively. As required, SGR-Operator Share funds are allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. Since SBCTA has no discretion in the apportionment of the SGR-Operator Share, and Caltrans does not require revised allocation documents, the Board authorized SBCTA staff to release SGR-Operator Share funds as they are received. The final SGR-Population Share apportionments were approved by the Board in March 2023 and the estimated SGR-Operator Share funds to be disbursed are included below in Table 1.

Table 1 – Fiscal Year 2023/2024 SGR-Population Share and Operator Share Apportionments

Agency	Population Share ¹	Operator Share	Total SGR Apportionment
Valley	\$2,563,589	-	\$2,563,589
Omnitrans	-	\$377,966	\$377,966
SCRRA	-	\$295,384	\$295,384
MBTA	\$116,204	\$11,332	\$127,536
Mountain Transit	\$82,348	\$6,227	\$88,575
City of Needles	\$7,889	\$642	\$8,531
VVTa	\$769,475	\$49,950	\$819,425
Total	\$3,539,505	\$741,501	\$4,281,006

¹ Apportionment includes revenue over FY 2021/2022 estimate + interest.

SBCTA staff contacted all transit operators requesting the submission of a proposed list of projects to be funded with SGR funds. Based on project list submittals and discussions with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for FY 2023/2024 SGR allocations:

MBTA Intelligent Transit Systems - \$127,536

MBTA will be using SGR funding to implement an intelligence transit system technology on its buses to include the following modules: fixed route Computer Aided Design/Automatic Vehicle Location (CAD/AVL) and Global Positioning (GPS) System, voice over internet protocol San Bernardino County Transportation Authority

communication, demand response scheduling, business intelligence – reporting and analytics, automatic passenger counting, electronic fare counting, on-board audio/video vehicle announcements, tracking website and mobile app, vehicle health monitoring, and electronic pre-trip inspections.

Mountain Transit Crestline Transit Center Facility Project - \$88,575

Mountain Transit will be using SGR funding to construct a new transit center facility at its property on Forest Shade Road in Crestline to replace the office space that was severely damaged by a fire that occurred in August 2019.

City of Needles Preventative Maintenance - \$8,531

Per an agreement with the City of Needles, Transportation Concepts provides Needles Area Transit service and facilitates preventative maintenance on the vehicles used for service. The City of Needles will use SGR funds to partially fund the preventative maintenance portion of the Transportation Concepts contract.

Omnitrans Preventative Maintenance - \$377,966

Omnitrans will utilize the SGR funding for preventative maintenance. Preventative maintenance will help prevent any future failures on their service vehicles.

VVTA Service Vehicles - \$240,000

This project will add four service vehicles to VVTA's fleet. The additional service vehicles will ensure that the drivers have the support vehicles needed to provide the service, decrease down time, and increase service reliability.

VVTA Microtransit Vehicles - \$579,425

VVTA will use SGR funds to purchase six, nine-passenger/two-wheelchair position vans for its Microtransit service. The vans will have a side passenger entrance door with Americans with Disabilities Act (ADA) accessibility via a ramp. The vehicles will be equipped with front and rear air conditioning and heaters, handrails/stanchions, and surveillance systems.

Metrolink Capital Maintenance - \$295,384

SCRRA will use SGR funds to rehabilitate, reconstruct, or replace various Metrolink structures and equipment vital to Metrolink service including: track, track beds, signals, communication systems, facilities and stations, platforms, signage, and rolling stock. This funding will be allocated with SCRRA's FY 2023/2024 Rehabilitation Program subsidy.

SBCTA Metrolink Station Improvement Project - \$2,563,589

SBCTA will use SGR funds to upgrade Metrolink stations within San Bernardino County, specifically the San Bernardino Line. This funding will be used to improve station amenities that are outdated or are in need of repair. This will be the first of two accruals.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances (included as Attachment 2), authorizes SBCTA to accept the SGR funds, and authorizes SBCTA's Executive Director, or his designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the SGR-funded projects.

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Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Transit Committee
Date: June 15, 2023

Witnessed By:

RESOLUTION NO. 23-027

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE PROJECTS FUNDED BY CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the guidelines require local agencies to execute certifications and assurances, authorized agent forms and other documents in order to receive SGR funds; and

WHEREAS, SBCTA wishes to implement the SGR Projects listed below.

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

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and the Authorized Agent documents and applicable statutes, regulations and guidelines for all SGR funded transit projects.

Section 2. The SBCTA Executive Director, Raymond W. Wolfe, is authorized to execute all required documents of the SGR program, and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2023/2024 SGR funds is hereby authorized:

- Morongo Basin Transportation Authority Intelligent Transit Systems
- Mountain Transit Crestline Transit Center Facility Project
- City of Needles Preventative Maintenance
- Omnitrans Preventative Maintenance
- Victor Valley Transportation Authority Service Vehicles
- Victor Valley Transportation Authority Microtransit Vehicles
- Southern California Regional Rail Authority Metrolink Capital Maintenance
- San Bernardino County Transportation Authority Metrolink Station Improvements Project (accrual)

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 5, 2023.

By: _____
Art Bishop, Board President
San Bernardino County Transportation Authority

ATTEST:

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

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: Name_____.

Effective Date: Date Month, 20xx_____.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

AGENCY NAME

BY:

 AUTHORIZING OFFICER, Title
 Unit/Department

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

DRAFT

Minute Action

AGENDA ITEM: 5

Date: June 15, 2023

Subject:

Fiscal Year 2023/2024 Transit Operator Allocations

Recommendation:

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

- A. Approve the Fiscal Year 2023/2024 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.
- B. Approve revisions to the transit agencies' Short Range Transit Plan revenue assumptions to reflect the final allocation amounts.
- C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2032/2033.

Background:

San Bernardino County Transportation Authority (SBCTA) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2023/2024. Attachment 1 outlines the proposed FY 2023/2024 transit funding allocations for the individual transit operators. Attachment 2 contains the recommended revisions to the operator Short Range Transit Plan (SRTP) revenue assumptions to reflect consistency with the proposed FY 2023/2024 allocations. Attachment 3 is the proposed revised Congestion Mitigation and Air Quality Allocation Plan through FY 2031/2032 that has been developed in coordination with the transit operators. Allocations to SBCTA and Southern California Regional Rail Authority (SCRRA) are addressed in separate SBCTA Board of Directors (Board) actions.

The COVID-19 pandemic appears to be drawing to a close. However, transit ridership throughout San Bernardino County has yet to fully recover to pre-pandemic levels and the loss of passenger fare revenue continues to be significant.

Fund Source Detail

On an annual basis, SBCTA allocates a variety of funds to the transit operators in San Bernardino County. SBCTA's role in each of the fund sources varies, as well as the parameters by which the operators can use the funds. Below is a summary of each fund source and detailed information on how the allocation amount is determined, SBCTA's role, and how the funds can be used.

Local Transportation Fund (LTF) - LTF is derived from a quarter cent of the general sales tax collected statewide, enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20 percent in urban areas and 10 percent in rural areas, unless an alternate ratio has been adopted.

Entity: San Bernardino County Transportation Authority

The COVID-19 pandemic was predicted to severely impact LTF revenues, but the Wayfair Decision, which allows the state to charge tax on purchases from out-of-state sellers, had positive impacts, and LTF revenues have continued to increase year-over-year. The annual apportionment includes the estimated amount available, a 10 percent reserve per Board policy, and priority uses per the TDA. Set-asides for priority uses prior to apportioning based on population include: one percent for TDA administrative costs, three percent for SBCTA planning efforts, three-quarter percent for Southern California Association of Governments (SCAG) planning efforts, and two percent for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for passenger rail service operations, capital improvements and community transit services, prior to area apportionment. However, SBCTA does not elect to use that set-aside and instead allocates to rail and community transit services after apportioning the remaining balance geographically based on population.

In the Valley Subarea, LTF is entirely used for transit purposes with the focus on maintaining a steady flow of operation funding available in the future. In the Mountain/Desert Region, LTF is allocated to the individual transit operators based on population of their service areas. The amount identified in Attachment 1 is the total LTF available to the Mountain/Desert operators. As of FY 2020/2021, the Victor Valley Transit Authority (VVTA) was the last transit operator returning LTF dollars to the local jurisdictions in their service area for road maintenance purposes, in accordance with the TDA unmet needs process. However, due to the large unfunded mandate to transition to zero-emission buses, it is anticipated that all dedicated transit funding will be needed for transit purposes and VVTA will no longer return LTF to their member jurisdictions for streets and roads purposes when there is a forecasted near-term need. For this reason, the SBCTA Board adopted a revision to Policy No. 31701 in June 2022 to ensure that allocations of State and Federal funds to transit operators shall only supplement, not supplant, funds available for transit purposes. In the case that funds primarily available for transit purposes, like LTF, are not claimed by the transit operator and are allocated to jurisdictions for local streets and roads, an equal amount of State and Federal funds shall be removed from near-term planned allocations to the transit operator.

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel, enacted as part of the TDA. Each January, the State Controller's Office (SCO) provides a STA revenue estimate for the following year. The total STA estimate from the SCO in February 2023 for San Bernardino County for FY 2023/2024, was \$31.6 million. That includes funding from Senate Bill (SB) 1, which stabilized STA after years of decreasing and uncertain STA revenues.

STA funds are allocated to SBCTA in accordance with California Public Utility Code (PUC) as follows: 1) 50 percent under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state; and 2) 50 percent under PUC Section 99314, STA-Operator Share, which is allocated to individual operators based on the ratio of the prior year transit operator passenger fare and local support revenues, including revenues from member agencies, to the total revenues of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the SCO, and SBCTA functions as a pass-through agency for this portion of STA for all operators except SCRRA. SCRRA is allocated

STA-Operator Share funds as needed to meet their annual subsidy requirements, and if 100 percent of the funds are not needed in a given year, the funds are reserved solely for future use by SCRRA.

The STA-Population Share revenue is apportioned to the Valley and Mountain/Desert regions based on population. STA-Population Share is then allocated to the operators on an as-needed basis, as approved by the Board. The STA-Population Share has historically been limited to funding capital projects unless the operator can demonstrate compliance with a specific efficiency calculation. However, recent changes to California State law concerning the use of these funds for operations have provided additional flexibility to use STA for operations.

State of Good Repair (SGR) – SB1 also added a SGR Program that is apportioned to SBCTA and the operators in the same manner as STA. SGR funds are derived from a portion of the Transportation Improvement Fee (TIF) on vehicle registrations. Since the amount is determined from the total collections, prior to allocations to other TIF-funded programs, SGR funding is anticipated to be less volatile to economic conditions. SGR provides funding to transit operators in California for eligible maintenance, rehabilitation, and capital projects with the specific goal of keeping transit systems in a state of good repair. SGR-Operator Share funds are apportioned and allocated in the same manner as STA-Operator Share funds. SGR-Population Share funds apportioned to the Valley are allocated on a case-by-case basis as approved by the Board, and in the Mountain/Desert, allocations to operators are made by population. SGR funds do not require matching funds. These amounts are consistent with the SGR allocations in a concurrent item on this agenda.

Low Carbon Transit Operations Program (LCTOP) – LCTOP is a source of State funding and one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by California Legislature in 2014 by SB 862. The LCTOP was created to provide transit operating and capital assistance to eligible project sponsors in an effort to reduce greenhouse gas emissions and improve mobility, with priority on serving disadvantaged communities. This program is funded by auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program, where proceeds are deposited into the Greenhouse Gas Reduction Fund (GGRF). Although five percent of future annual GGRF proceeds will continue to be appropriated to the LCTOP, staff is cautious about becoming reliant upon this funding source as the overall availability is market driven. LCTOP apportionments occur after the auctions are completed and the amounts are known; therefore, the amounts in Attachment 1 are based on auctions that have already occurred.

Example projects include new or expanded bus or rail service, expanded intermodal transit facilities, free or reduced-fare transit passes/vouchers, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50 percent of the total monies received shall be expended on projects that will benefit disadvantaged communities.

As with STA and SGR funds, LCTOP funding is allocated pursuant to PUC Sections 99313 and 99314. SBCTA receives LCTOP funds by formula, based on the ratio of the population of the area under its jurisdiction, to the total population of the state. A transit operator that is eligible to

receive STA funds per PUC Section 99314 is eligible to receive LCTOP funds by formula based on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per PUC Section 99314, work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County, this includes City of Needles, Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (Mountain Transit), VVTA, Omnitrans, and SCRRA.

Annually, staff recommends that LCTOP funds received under the population formula be further apportioned to the Valley and Mountain/Desert based on population, the same as STA funds that SBCTA receives per PUC Section 99313. After apportionment, LCTOP funds apportioned to the Valley are allocated on a case-by-case basis, as approved by the Board, and in the Mountain/Desert, allocations are made by population. LCTOP funds do not require matching funds.

Annually, the City of Needles requests a swap of their LCTOP allocations for STA funds to reduce the administrative burden of the LCTOP funds. A swap of \$12,879 was approved by the Board in April 2023.

Measure I (MSI) Senior and Disabled (S&D) Transit Program – In the Valley Subarea, eight percent of the total MSI collected is dedicated for MSI S&D, of which two percent is specifically dedicated to Consolidated Transportation Services Agency (CTSA) operations. Initially, in the Victor Valley Subarea, five percent of the total MSI collected was dedicated to MSI S&D, with one-half percent increases every five years after the initial collection of MSI 2010-2040 revenues, to a maximum of seven and one-half percent. Currently, six percent of the Victor Valley Subarea MSI collected is allocated to VVTA to support S&D transit, with all increases above five percent coming from the MSI Local Streets Program. In the Rural Mountain/Desert Subareas, five percent of the total MSI collected continues to be dedicated to MSI S&D based on Board approval in February 2019 as an increase was not required to address unmet transit needs of senior and disabled transit services.

100 percent of the estimated annual MSI S&D funds available are allocated to the transit operator serving the MSI Subarea. In the Valley Subarea, Omnitrans is the only operator eligible to use these funds. The MSI S&D funds are administered as a pass-through; therefore, the operators receive only the amounts actually received by SBCTA.

Federal Transit Administration (FTA) Section 5307 Urban Area Formula Funds - Section 5307 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino Urbanized Area (UZA) and the Los Angeles/Long Beach/Anaheim UZA. These Valley UZAs receive apportionments for Section 5307, per an apportionment formula codified in Title 49 of the United States Code, which includes a formulaic split for buses and fixed guideway. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. VVTA is the only operator in an urbanized area in San Bernardino County outside the Valley area. Eligible activities include public transportation capital, planning, job access and reverse commute projects, as well as operating expenses under certain circumstances that do not exist in the San Bernardino Valley. This program requires a 20 percent local match. SBCTA is responsible for allocating the funds available to the Riverside/San Bernardino UZA and

Los Angeles/Long Beach/Anaheim UZA. SBCTA's vanpool program, LOOP, has continued to generate funding in Section 5307 funding. The funding generated from vanpool will be able to cover the cost of the program.

FTA Section 5339 Urban Area Formula Funds for Bus and Bus Facilities – Section 5339 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA and the Los Angeles/Long Beach/Anaheim UZA. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. The formula is based on population, vehicle revenue miles, and passenger miles. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. This program requires a 20 percent local match.

FTA Section 5311 Rural Area Formula Funds (Regional Apportionment) – Section 5311 funds are rural formula funds apportioned by Caltrans to the San Bernardino County region based on population. Eligible activities include: public transportation planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services. This program requires a 20 percent local match for capital projects and a 50 percent match for operating assistance. SBCTA is responsible for ensuring proposed projects are selected and eligible, and for preparation of the Program of Projects (POP) that is submitted to Caltrans.

FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program-Section 5310 funds are federal formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA, the Los Angeles/Long Beach/Anaheim UZA, and the Victorville/Hesperia UZA to support transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. Eligible activities would improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options, including both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act (ADA) complementary paratransit services. Although SCAG apportions this funding to SBCTA, the Riverside/San Bernardino and Victorville/Hesperia UZAs are administered through Caltrans on SBCTA's behalf. The Los Angeles/Long Beach/Anaheim UZA funds are allocated by SBCTA to Omnitrans as part of the Annual Operators allocation. Omnitrans, in return, will add MSI CTSA funds to its MSI CTSA call-for-projects in an amount equivalent to the Section 5310 funding received. This action was done to help ease the burden of FTA oversight by Omnitrans as non-profits had difficulty meeting some of the FTA requirements. This was approved by the Board in November 2020.

Congestion Mitigation and Air Quality Funds (CMAQ) – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weight factors to specific air basins such as the South Coast Air Basin and Mojave Desert Air Basin. SBCTA receives annual apportionments of CMAQ funds and has historically been the agency responsible for recommending projects; however, after FY 2025/2026 SBCTA will be required to recommend projects to SCAG for final project selection. Activities typically eligible for CMAQ funding include: high occupancy vehicle and express lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA is responsible for submitting a CMAQ annual report to the Federal Highway Administration (FHWA) and Caltrans. The annual report documents the

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results of emission reduction assessments for projects in San Bernardino County using CMAQ funding for each Federal FY. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and the CARB and shown to provide emissions reductions.

The Board has identified funding gaps for transit as a high priority for allocation of CMAQ funds. Additionally, the Board approved Policy No. 40023 in February 2015 to ensure a proportional share of State and Federal funds are available for each subarea in accordance with the MSI 2010-2040 Expenditure Plan. Typically, the Board adopts a 10-year allocation plan for CMAQ funds to transit operators with annual updates during this allocation process, and also makes updates to the allocation plan and includes the plan as part of the biennial update to the 10-Year Delivery Plan.

An additional fund source available to the transit operators, not included above or identified in Attachment 1, is LTF Article 3 funds. Article 3 funds are made available to transit operators for projects that improve access to transit stops for pedestrians and persons with disabilities and to eligible entities for bicycle and pedestrian facilities. These funds are allocated through a call-for-projects process under separate Board action.

LTF, STA, SGR, and MSI S&D funds available for allocation to the individual transit operators are included in the SBCTA FY 2023/2024 Budget. This includes an additional allocation to City of Needles for a new garage for the Dial-A-Ride paratransit services and one vehicle for their Needles Area Transit Services. Additionally, Mountain Transit previously had requested additional funding for their two facilities project; however, at this time funding is not needed for this project as they currently have enough funding for engineering and environmental. Mountain Transit did request funding for service vehicles and office equipment.

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:

Nancy Strickert, Transit Manager

Approved
Transit Committee
Date: June 15, 2023

Witnessed By:

ATTACHMENT 1

Fiscal Year 2023/2024 Operator Allocations

SBCTA Allocations	MBTA	Mtn. Transit	Needles	Omnitrans	VVTA	Total
LTF	\$5,595,300	\$4,243,886	\$379,865	\$47,912,623	\$37,050,883	\$95,182,557
LTF Carryover	\$0	\$0	\$0	\$0	\$0	\$0
STA - Population	\$84,361	\$803,647	\$569,411	\$0	\$750,000	\$2,207,419
Measure I - S&D	\$152,900	\$140,900	\$23,400	\$12,549,150	\$1,846,400	\$14,712,750
Measure I - CTSA	\$0	\$0	\$0	\$3,984,456	\$0	\$3,984,456
CMAQ	\$745,070	\$1,716,981	\$0	\$21,989,689	\$120,000	\$24,571,740
FTA 5307 (non-stimulus)	\$0	\$0	\$0	\$23,426,488	\$10,893,419	\$34,319,907
FTA 5339 (non-stimulus)	\$0	\$0	\$0	\$1,987,081	\$976,135	\$2,963,216
FTA 5311 (non-stimulus)	\$579,901	\$409,954	\$57,716	\$0	\$977,663	\$2,025,234
Prior Year Surplus Funds	\$0	\$0	\$0	\$0	\$0	\$0
Allocations/Estimates from other SBCTA Board actions or by other entities						
STA - Operator	\$84,361	\$46,353	\$4,776	\$2,813,660	\$371,842	\$3,320,992
STA - Operator FY2022 Negative Balance ¹	\$0	\$0	\$0	\$0	\$0	\$0
SGR - Population	\$116,204	\$82,348	\$7,889	\$0	\$769,475	\$975,916
SGR - Operator	\$11,332	\$6,227	\$642	\$377,966	\$49,950	\$446,117
LCTOP - Population	\$176,296	\$124,933	Swapped for STA-Pop	\$3,888,300	\$1,167,394	\$5,356,923
LCTOP - Operator	\$17,354	\$9,536	Swapped for STA-Pop	\$578,812	\$76,494	\$682,196
FTA 5310 (non-stimulus)	\$0	\$0	\$0	\$425,000	\$0	\$425,000
Grand Total	\$7,563,079	\$7,584,765	\$1,043,699	\$119,933,225	\$55,049,655	\$191,174,423

¹ No adjustment is necessary as all STA-Operator share actual receipts were higher than estimates.

Attachment 2

Summary of Changes to SRTP Revenue Assumptions for FY 2023/2024¹

Operator	FY 2023/2024 Total Revenues	LTF/ LTF Carryover	STA	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339) ²
MBTA Plan	\$ 5,174,804	3,384,815	167,750	111,167	151,262	134,946	810,119	414,745
Amendment	\$ 7,563,079	5,595,300	168,722	127,536	193,650	152,900	745,070	579,901
Difference	\$ 2,388,275	2,210,485	972	16,369	42,388	17,954	(65,049)	165,156
Mountain Transit Plan ⁵	\$ 8,227,297	4,243,887	850,000	88,575	134,469	140,900	1,716,981	1,052,485
Amendment	\$ 7,584,765	4,243,886	850,000	88,575	134,469	140,900	1,716,981	409,954
Difference	\$ (642,532)	(1)	-	-	-	-	-	(642,531)
Needles Plan ³	\$ 520,050	234,114	223,675	7,816	-	13,818	-	40,627
Amendment⁴	\$ 1,043,699	379,865	574,187	8,531	-	23,400	-	57,716
Difference	\$ 523,649	145,751	350,512	715	-	9,582	-	17,089
Omnitrans Plan	\$ 118,525,134	47,928,596	2,813,660	375,000	3,865,486	16,546,828	19,976,014	27,019,550
Amendment⁶	\$ 119,933,225	47,912,623	2,813,660	377,966	4,467,112	16,533,606	21,989,689	25,838,569
Difference	\$ 1,408,091	(15,973)	-	2,966	601,626	(13,222)	2,013,675	(1,180,981)
VVTA Plan	\$ 35,755,179	19,732,982	264,083	690,384	872,245	1,271,022	2,350,000	10,574,463
Amendment	\$ 55,049,655	37,050,883	1,121,842	819,425	1,243,888	1,846,400	120,000	12,847,217
Difference	\$ 19,294,476	17,317,901	857,759	129,041	371,643	575,378	(2,230,000)	2,272,754
Total Original Plan	\$ 168,202,464	75,524,394	4,319,168	1,272,942	5,023,462	18,107,514	24,853,114	39,101,870
Total Amendment	\$ 191,174,423	95,182,557	5,528,411	1,422,033	6,039,119	18,697,206	24,571,740	39,733,357
TOTAL INCREASE/(DECREASE)	\$ 22,971,959	19,658,163	1,209,243	149,091	1,015,657	589,692	(281,374)	631,487

¹ Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues)² FTA FY 2023/2024 apportionments are not available now; amounts are estimates primarily based on FY 2021/2022 apportionments.³ Needles swapping LCTOP for STA.⁴ In FY23/24 Needles will purchase one vehicles and garage for their Dial A Ride paratransit service and will use STA dollars.⁵ Mountain Transt Board of Directors approved a revision to their SRTP on May 17, 2023.⁶ Omnitrans SRTP difference is based on actuals. Omnitrans SRTP shows LCTOP from prior year vs what is forecasted for FY23/24.

Attachment 3

CMAQ Allocation Plan for Transit Operators

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030	FY 2030/2031	FY 2031/2032 ¹	Total
MBTA	\$0	\$745,070	\$904,072	\$0	\$876,513	\$595,579	\$1,040,485	\$3,053,006	\$1,500,000	\$1,079,971	\$9,794,696
OmniTrans	\$0	\$21,989,689	\$12,522,971	\$11,089,915	\$23,012,095	\$23,284,020	\$24,784,868	\$0	\$42,072,196	\$19,723,484	\$178,479,238
VVTA	\$2,725,000	\$120,000	\$3,044,000	\$3,100,000	\$2,500,000	\$3,465,983	\$6,311,981	\$5,658,869	\$6,696,381	\$6,003,494	\$33,622,214
VVTA Barstow	\$0	\$0	\$0	\$1,300,000	\$0	\$650,000	\$0	\$650,000	\$0	\$0	\$2,600,000
MARTA	\$0	\$1,716,987	\$1,469,675	\$102,736	\$2,750,322	\$821,931	\$0	\$1,851,448	\$2,289,384	\$0	
Total	\$2,725,000	\$24,571,746	\$17,940,718	\$15,592,651	\$29,138,930	\$28,817,513	\$32,137,334	\$11,213,323	\$52,557,961	\$26,806,949	\$224,496,148

Minute Action

AGENDA ITEM: 6

Date: June 15, 2023

Subject:

Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc. for Transit and Specialized Transportation Planning Services

Recommendation:

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

Approve Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Planning Services, increasing the contract amount by \$300,000 for a new not-to-exceed amount of \$1,080,000.

Background:

On May 1, 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 19-1001998 to AMMA Transit Planning, Inc., for Transit and Specialized Transportation Planning Services, which included two (2) one-year options that were exercised through Amendments No. 2 and 3. This contract is set to expire on June 30, 2024, and at this time, staff would like to increase the contract amount by \$300,000 for a new not-to-exceed amount of \$1,080,000. Approval of Amendment No. 4 will allow for the continuation of ongoing programs as well as allow for new endeavors during the remainder of Fiscal Year (FY) 2022/2023 and FY 2023/2024.

AMMA has provided public transit and specialized transportation planning services to SBCTA for several years following the selection of the firm during a competitive procurement process.

A summary of the firm's activities include:

1. Support for the Public and Specialized Transportation Advisory and Coordination Council (PASTACC).
2. Conducting the annual Transportation Development Act Public Hearings.
3. Providing technical assistance, documentation and training for SBCTA, the San Bernardino County rural bus operators, and local non-profits in the following areas:
 - a. Title VI of the Civil Rights Act of 1964; and
 - b. Americans with Disabilities Act, including monitoring legal actions throughout the nation and assisting in responding to proposed federal rule making involving the provision of transit services; and
 - c. Federal Transit Administration Section 5310 Senior and Disabled programs, which include assistance with grant application submittals and application reviews.

Entity: San Bernardino County Transportation Authority

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4. Assisting in marketing campaigns for the Multimodal Interconnectivity Working Group, which consists of the San Bernardino County transit operators, Metrolink, and SBCTA's rideshare and vanpool programs.
5. Providing general technical assistance to public and specialized transportation systems as requested.
6. Monitoring and reporting on trends through the preparation of the San Bernardino County Multimodal Quarterly Update.

In addition to the above ongoing projects, AMMA Transit Planning, Inc. will start new projects which will include, but are not limited to: Safety Marketing Campaign, City of Needles Short Range Transit Planning, Scope of Work for Travel Training, and complete a regional campaign for the San Bernardino Transit Center.

A new Request for Proposals will be released for consulting for specialized transit services ahead of the June 30, 2024 contract expiration 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. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Transit Committee
Date: June 15, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

6.a

General Contract Information

Contract No: 19-1001998 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 00130 Vendor Name: AMMA Transit Planning, Inc

Description: Transit and Specialized Transit Planning

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	480,000.00	Original Contingency	\$	-
Prior Amendments	\$	300,000.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	300,000.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,080,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,080,000.00

Contract Authorization

Board of Directors _____ Date: 7/5/2023 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ No Budget Adjustment _____

State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 6/27/2019 Expiration Date: 6/30/2024 Revised Expiration Date: _____

NHS: N/A OMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	
GL:	1030	30	0309	0309	52001	41200000		Sales Tax-LTF Admin	216,000.00	-
GL:	1035	30	0309	0309	52001	41200000		Sales Tax-LTF Planning	264,000.00	-
GL:	4180	30	0314	0320	52001	41100000		Sales Tax-MSI Valley TMS	56,000.00	-
GL:	4280	30	0314	0320	52001	41100000		Sales Tax-MSI Victor Valley TMS	14,000.00	-
GL:	2122	30	0383	0000	52001	42107020		FTA.S5307.CA-2018040-00	15,000.00	-
GL:	2122	30	0383	0131	52001	42107020		FTA.S5307.CA-2018040-00	15,000.00	-
GL:	1030	30	0309	0309	52001	41200000		Sales Tax-LTF Admin	75,000.00	-
GL:	1035	30	0309	0309	52001	41200000		Sales Tax-LTF Planning	75,000.00	-
GL:	4280	30	0314	0340	52001	41100000		MSI TMS Valley	12,500.00	-
GL:	4180	30	0314	0340	52001	41100000		MSI TMS Victor Valley	37,500.00	-
GL:	1030	30	0309	0309	52001	41200000		Sales Tax-LTF Admin	75,000.00	-
GL:	1035	30	0309	0309	52001	41200000		Sales Tax-LTF Planning	75,000.00	-
GL:	4180	30	0314	0340	52001	41100000		MSI TMS Victor Valley	112,500.00	-
GL:	4280	30	0314	0340	52001	41100000		MSI TMS Valley	37,500.00	-

Nancy Strickert

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised AMMA Transit Planning Amendment 4 [Revision 1] (9354 : Amendment No. 4 to Contract No. 19-1001998 with AMMA

AMENDMENT NO. 4 TO CONTRACT NO. 19-1001998

FOR TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES

This AMENDMENT No. 4 to Contract No. 19-1001998 (“Amendment No. 4”) is made by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and AMMA Transit Planning, Inc. (“CONSULTANT”), whose address is 19069 Van Buren Blvd., Suite 114-378, Riverside, California 92508. CONSULTANT, and SBCTA are each a “Party” and collectively “Parties”.

RECITALS:

- A. SBCTA and CONSULTANT entered into Contract No. 19-1001998 dated June 27, 2019, whereby SBCTA engaged the services of CONSULTANT to provide Transit and Specialized Transportation Planning Services (“Contract”) through June 30, 2022; and
- B. On March 19, 2021, SBCTA and CONSULTANT amended the contract to increase the Not-To-Exceed amount; and
- C. On June 01, 2022, SBCTA and CONSULTANT amended the contract to exercise the first of two one-year contract extensions extending the term through June 30, 2023, increasing the Not-To-Exceed amount, and correcting the name of CONSULTANT; and
- D. In June 2023, SBCTA and CONSULTANT amended the contract to exercise the second of two one-year contract extensions, extending the term through June 30, 2024; and
- E. The Parties desire to amend the Contract to increase the Not-to-Exceed amount by \$300,000.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Section 3.2 of Article 3. Compensation shall be deleted and replaced in its entirety with the following:

“3.2 The total Contract Not-To-Exceed Amount is One Million and Eighty Thousand Dollars (\$1,080,000). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed pursuant to Exhibit B.2 “Price Form”. The hourly labor rates identified in Exhibit B.2 shall remain fixed for the term of this Contract and include CONSULTANT’s direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B.2. Any travel expenses must be pre- approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B.2 or agreed to and approved by SBCTA as required under this Contract.”

2. Exhibit B and Exhibit B.1 are deleted in their entirety and replaced with Exhibit B.2 “Price Form,” attached hereto.
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 4, all other provisions of the Contract, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 4 is effective on the date executed by SBCTA.

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

DRAFT

IN WITNESS WHEREOF, the Parties have duly executed this Assignment and Amendment No. 4 below.

CONSTULTANT:
AMMA TRANSIT PLANNING, INC

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Heather Menninger Visscher
Chief Executive Officer

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

By: Dennis Brooks
Chief Financial Officer, Secretary

APPROVED AS TO FORM:

By: Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: Shaneka M. Morris
Procurement Manager

Attachment: 19-1001998 Amendment No. 4 (9354 : Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc.)

Exhibit B.2 "PRICE FORM"

Price List: Exhibit B.2

AMENDMENT NO. 4 TO CONTRACT NO. 19-1001998

Name	Classification/Title	Job Function(s)	Burdened Hourly Rate	
Heather Menninger	Principal-in-Charge	Project Manager	\$ 176.68	*/
Dennis Brooks	Senior Programs Administrator	Co-Project Manager	\$ 127.97	*/
Valerie Mackintosh	Planning Associate	Outreach Specialist / Title VI	\$ 127.97	*/
Selective Personnel as Needed	Data Support	Intern/Administration/Data Entry	\$ 55.00	*/
Selena Barlow	Senior Associate	Marketing Specialist	\$ 165.00	**/
Selective Personnel as Needed	Senior Associate	Procurement/ Regulations/ Technologist, Information Platforms/ Corridor	\$ 155.00 ~ 200.00	**/
Selective Personnel as Needed	Database Consultant	Data Management	\$ 105.00	**/
Michelle Kirkhoff	Senior Associate	Senior Planner/ Organizational	\$ 181.50	**/
Ronny Kraft	Associate	Planner/ GIS	\$ 121.00	**/

Rates are effective beginning July 1, 2023.

*/ Note: AMMA employees' hourly rates include overhead, general & administrative expense and a 10% fee. Rates will increase annually at or below the Riverside-San Bernadino Cost Price Index (CPI).

**/ Note: AMMA charges a 10% fee on subconsultant rates

Other Direct Cost Schedule (ODC)*All ODC's are to be proposed at cost-without mark-ups.*

Type of ODC	Unit Cost		Estimated Annual Budget Amount
Insurance	Professional Liability - @ \$5 Million per occurrence \$5 Million aggregate		\$3,003
Printing	\$0.15 pp blk \$0.50 pp col	4 PASTACC meetings + incidental surveys	\$1,000
Graphical Support	Billed per project or graphical piece	supporting any marketing initiatives	\$3,000
Mileage, Local Travel	IRS rate; travel within San Bernardino County		\$1,500
Out-of-town Travel (airfare and per diem)	3 associates' travel to SB County		\$3,000
Out-of-town Travel (airfare and per diem)	Conference participation, including registration		\$1,500
Outside editor	Varies based on document length; for formal reports & studies	For quarterly reports and full SRTP documents or other formal Plans	\$2,500
Translation assistance	\$ generally \$50- \$100 per page depending on content and language; hourly rates for simultaneous translation vary	incidental surveys	\$1,500
Estimated Annual Direct Expense Total, Inclusive of Insurance			\$17,003



Signature of Authorized Person

4/17/2023

Date

Minute Action

AGENDA ITEM: 7

Date: June 15, 2023

Subject:

Implementation Study for the Operation of Multiple Units from the University of Redlands Station to Los Angeles Union Station

Recommendation:

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

- A. Approve Work Order No. 12 under Contract No. 15-1001125 in the amount of \$480,000 for Southern California Regional Rail Authority to complete an Implementation Study for Operating Multiple Units from the University of Redlands Station to Los Angeles Union Station.
- B. Direct staff to work with Los Angeles Metro (LA Metro) and develop a cost-sharing agreement to reimburse SBCTA for the total cost of Work Order No. 12 using an equal 50/50 split, for a total cost to each agency of \$240,000.
- C. Delegate signatory authority to the Executive Director, or his designee, to execute the cost-sharing agreement with LA Metro, upon approval as to form by General Counsel.

Background:

The Hybrid Rail Study (2018) was completed in partnership with Southern California Regional Rail Authority (SCRRA), Los Angeles Metro (LA Metro), and San Bernardino County Transportation Authority (SBCTA) to analyze the feasibility and operating parameters for supplementing or converting existing Metrolink service on the San Bernardino Line with multiple unit service. The goal was two-fold:

- 1) Reduce overall operating costs for rail service in the corridor; and
- 2) Provide more frequent service with a focus on a convenient overall schedule for customers.

Since the completion of the Hybrid Rail Study, construction of the Redlands Passenger Rail Project (RPRP) has been completed, and Arrow passenger rail service has commenced, utilizing Diesel Multiple Units (DMUs). Further, testing of the zero-emission multiple unit (ZEMU) is underway and is estimated to be introduced into revenue service by the end of 2024. Moreover, SCRRA was awarded grant funding for the Southern California Optimized Rail Expansion (SCORE) Program, which requires service frequencies to be increased on the San Bernardino Line by 2028.

With the implementation of the Arrow service, the DMUs are initially being utilized to operate on the San Gabriel subdivision as part of the San Bernardino Line between Mile Post (MP) 66.56 and 57.70, serving five stations:

- 1) University of Redlands;
- 2) New York Street;
- 3) Downtown-Redlands;
- 4) Tippecanoe; and
- 5) San Bernardino-Downtown/San Bernardino Transit Center

Entity: San Bernardino County Transportation Authority

The service includes 30-minute bi-directional trips during peak periods, 60-minute bi-directional trips during off-peak periods, and supplemented by one round-trip of traditional locomotive hauled coach service on weekdays.

SBCTA and LA Metro desire to extend the operation of ZEMUs from the University of Redlands Station to the Los Angeles Union Station, MP 57.70 to MP 0.0, with an overlay of traditional locomotive hauled coach service when demand requires increased passenger capacity. This includes service to all Metrolink stations on the San Bernardino Line within San Bernardino County, as well as timed connections to other Metrolink and passenger rail trains at Los Angeles Union Station for passengers that wish to travel into Los Angeles County and beyond. Staff recommends the preparation of a study to identify a path for implementation. Should SBCTA, LA Metro and SCRRA agree to move forward with implementation, whether partial or complete, the standard process by which additional service and line extensions along the Metrolink system are planned and implemented will be utilized. This may include, but is not limited to, a separate memorandum of understanding and operating and maintenance agreement prior to the commencement of any service, which will be subject to approval by the respective Committees and Boards of each agency. In order to commence this study, staff is recommending the Board approve Work Order No. 12 under existing Contract No. 15-1001125 with SCRRA for a not-to-exceed amount of \$480,000.

The total cost of the study is estimated to be \$480,000 and is anticipated to be split 50/50 for an equal cost to SBCTA and LA Metro in the amount of \$240,000 each. The total cost of the Work Order and 50/50 split has been discussed with LA Metro staff, and they have agreed to proceed with the study and to develop a reimbursement agreement. Staff is requesting approval by the Board for the full amount of the Work Order so that a Notice To Proceed can be issued to SCRRA to initiate the study and to concurrently develop a separate cost-sharing memorandum of understanding with LA Metro to memorialize the arrangement. Staff recommends the Board delegate signatory authority to the Executive Director, or his designee, to execute the agreement once finalized and approved as to form by General Counsel. The study will begin upon execution of Work Order No. 12 with SCRRA and is estimated to be completed within eight months.

Financial Impact:

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

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item. SBCTA Risk Manager will review the work order prior to it being executed.

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

Approved
Transit Committee
Date: June 15, 2023

Witnessed By:

Contract No.: 15-1001125 Amendment No.: _____
Contract Class: Payable Department: Transit
Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority
Description: Work Order No. 12 Implementation Study: Operation of Multiple Units from University of Redlands to Los Angeles
List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	480,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	480,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	480,000.00

Board of Directors	Date: 7/5/2023	Committee	Item #
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Other Contracts		Sole Source?	N/A	No Budget Adjustment	
Local	Professional Services (Non-A&E)				N/A

Estimated Start Date:	<u>7/1/2021</u>	Expiration Date:	<u>12/31/2024</u>	Revised Expiration Date:	<u></u>
NHS: N/A	QMP/QAP:	N/A	Prevailing Wage:	N/A	

[illegible]

Victor Lopez

Task Manager (Print Name)

Packet Pg. 51

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

CONTRACT NO. 15-1001125, WORK ORDER NO. 12

WORK ORDER NO.: 12 – Contract No. 15-1001125

PROJECT NAME: Implementation Study for Operation of Multiple Units from University Station to Los Angeles Union Station

LOCATION: San Gabriel Subdivision – University of Redlands Station to Montclair Station

AMOUNT: \$480,000

PROJECT DESCRIPTION:

The [Hybrid Rail Study \(2018\) - SBCTA \(gosbcta.com\)](https://www.gosbcta.com) was completed in partnership with SCRRA, Los Angeles Metro, and SBCTA to analyze the feasibility and operating parameters for supplementing or converting existing Metrolink service on the San Bernardino Line with multiple unit service. The goal was two-fold:

- 1) Reduce overall operating costs for rail service in the corridor; and
- 2) Provide more frequent service with a focus on a convenient overall schedule for customers.

Since completion of the Hybrid Rail Study, construction of the Redlands Passenger Rail Project (RPRP) has been completed, and Arrow passenger rail service has commenced, utilizing Diesel Multiple Units (DMUs). Further, assembly of the zero-emission multiple unit (ZEMU) is underway with testing in Europe and is estimated to be complete by summer 2024. Moreover, SCRRA was awarded grant funding for the Southern California Optimized Rail Expansion (SCORE) Program, which requires service frequencies to be increased on the San Bernardino Line by 2028.

With implementation of Arrow service, the DMUs are initially being utilized to operate on the San Gabriel subdivision as part of the San Bernardino Line between Mile Post (MP) 66.56 and 57.70, serving five stations:

- 1) University of Redlands;
- 2) New York Street;
- 3) Downtown-Redlands;
- 4) Tippecanoe; and
- 5) San Bernardino-Downtown/San Bernardino Transit Center.

The service includes 30-minute bi-directional trips during peak periods, 60-minute bi-directional trips during off-peak periods, and supplemented by one round trip of traditional locomotive hauled coach service on weekdays. Upon successful completion of assembly of the ZEMU, SBCTA will begin the process of converting the existing DMUs to ZEMUs to continue to operations to further reduce emissions.

SBCTA and LA Metro desire to extend the operation of ZEMUs from the University of Redlands Station to the Los Angeles Union Station, MP 57.70 to MP 0.0, with an overlay of traditional locomotive hauled

coach service when demand requires increased passenger capacity. This includes service to all Metrolink stations on the San Bernardino Line within San Bernardino County, as well as timed connections to other Metrolink and passenger rail trains at Los Angeles Union Station for passengers that wish to travel into Los Angeles County and beyond. The Study will identify a path for implementation, however is not intended to be binding to any extent. Should SBCTA, LA Metro and SCRRA agree to move forward with implementation, whether partial or complete, the standard process by which additional service and line extensions along the Metrolink system are planned and implemented will be utilized. This may include, but is not limited to, a separate memorandum of understanding and operating and maintenance agreement prior to the commencement of any service, which will be subject to approval by the respective Committees and Boards of each agency.

The total cost of the study is estimated to be \$480,000 and will be split 50/50 for an equal cost to SBCTA and LA Metro in the amount of \$240,000 each. A separate cost-sharing memorandum of understanding with LA Metro will be developed to memorialize the arrangement. The study will begin upon execution of CTO No. 12 with SCRRA and is estimated to be completed within 6-8 months.

SCOPE OF WORK:

1. Service Plan Development:

- Based on the results and proposed service plans developed by the SCRRA Service Growth Development Plan for 2028, develop modified service plans to achieve:
 - 30-min all day bi-directional service (including retention of the existing/proposed peak express service)
 - 30-min peak bi-directional and 60-min off peak bi-directional service (including retention of the existing/proposed peak express service)
 incorporating the changes or considerations that follow.
- Develop the most appropriate blend of MU service overlaid with locomotive hauled coach service for both service plans, considering two scenarios utilizing:
 - Four (4) car single-level MU consists
 - Two (2) car single-level MU consists
- In the above analysis, consider ridership forecasts and passenger load implications, vehicle performance characteristics, operational range and ability to meet service schedule and efficiency goals, compatibility with SCORE and Service Growth Development Plan business strategies, passenger capacities, vehicle servicing and refueling requirements and locations, revenue vs non-revenue moves, service origin and termination points, additional fleet requirements (for both the 2-car and 4-car scenarios), and required maintenance facility capacities for maintenance, servicing, storage, and cleaning
- Confirm rationale and logic behind proposed service plans
- Determine potential benefits to the operating plans from the implementation of infrastructure to achieve a section of double track between Control Point (CP) Lilac, MP 52.4 and Sycamore Ave, MP 53.2.
- Review SCRRA obligations to accommodate freight operational requirements and access to/from industries and yards through the corridor, to ensure compatibility with proposed service plans.
- Ascertain capital costs for additional fleet requirements, and a plan and timeframe for procurement.
- Articulate resource needs (number of equipment sets needed, number of crews required per day, facility needs, etc.) to attain these scenarios, distinguishing between the portion of the

needs driven purely by the increased service levels (which will largely be available from the Service Growth Development Plan) and those that will be needed because of the use of MUs in the corridor. For instance, if a scenario requires four trainsets, three of which are needed even if locomotive hauled consists are used and a fourth by virtue of using MUs, this should be defined.

2. Infrastructure improvements:

- **Station Platforms:** Determine a preferred approach for utilization of the existing legacy platforms while complying with Americans with Disabilities Act level boarding requirements for all vehicles. Legacy platforms are 8" above top-of-rail (ATR) and incorporate raised (mini-high) locations for level boarding at 21" ATR. The DMU platforms at the RPRP stations are 23.5" ATR for level boarding. Consider implications at LAUS for platform configurations, storage capacity, access/egress points, passenger movements. Determine a plan for implementation of the preferred approach at all stations through the San Bernardino Line and associated capital cost analysis. Additionally consider requirements and solutions to provide true level boarding for all vehicle types within future platform developments, at new or existing stations, such that a network wide policy may be developed for implementation..
- **DMU vehicle steps:** Coordinate with the existing DMU manufacturer, Stadler Rail, to confirm that modifications may be made to the existing DMU vehicles to incorporate ambulatory passenger boarding steps allowing safe boarding from legacy 8" ATR platforms. Review operations and clearances with SCRRA to ensure acceptability of modifications. Determine capital cost for modification to all units.
- **Maintenance Facilities:** Analyze the future capacity requirements for maintenance, inspection, cleaning, fueling, dumping, and storage at the existing Arrow Maintenance Facility (AMF) in San Bernardino, the Eastern Maintenance Facility (EMF) in Colton, and if service plans, fleet numbers, origination/termination, and MU operational capabilities dictate, the Central Maintenance Facility (CMF), or an appropriate alternative facility in Los Angeles, to accommodate the additional 2-car and 4-car MU sets that would be required to implement the proposed plans. Determine the scope and extent of modifications that would be required to existing facilities and a plan for implementation of these while keeping the facilities in service to meet current demands. Determine available property capacity for expansion. Review requirements for maintenance equipment, spare parts, staff/contractor accommodation and environmental considerations to accommodate use of hydrogen. Work with SCRRA Project Manager to facilitate access to facility plans, operating schedules and characteristics and to access the facilities for the purpose of studies and surveys. Develop all capital costs associated with expansions, land acquisition, facility modifications, additional equipment and expanded storage track.
- **Regulatory Compliance:** Determine any additional measures that may be required to ensure regulatory compliance with Federal Railroad Administration (FRA) or California Public Utilities Commission (CPUC) legislation, along with associated implementation costs

3. Signal system enhancements to ensure system shunting compliance for MUs

The wayside signal and crossing warning systems on the RPRP are designed to ensure safe and reliable shunting performance for the DMU vehicles. Unique design features for systems included the elimination of coded track circuits and the avoidance of lower frequencies for constant warning device approach circuits (86 and 114 HZ). In the absence of coded track circuits, conventional direct current

(DC) track circuits were installed in conjunction with vital fiber networks to transmit block information between wayside locations.

Concurrently with the RPRP, changes were made to Metrolink's existing signal system between CP Vernon and CP ZEMU to allow DMU vehicle access into the new Arrow Maintenance Facility (AMF) located at CP Kendall. The existing system uses coded track circuits for block occupancy detection. To ensure safe compatibility between the existing coded track circuits and the DMUs, an audio frequency overlay (PSO 4000) was introduced on top of the existing coded track circuits. An indicated occupancy on either the overlay or coded track circuits will interrupt the wayside signal system. The audio frequency overlay circuits were used due to their shunting compatibility with DMU vehicles.

In 2019, SCRRA commissioned an initial study of the remaining portions of the San Gabriel Subdivision to identify possible changes needed to allow DMU operation between CP Vernon and Los Angeles Union Station. The study, San Bernardino Line DMU Shunting Study, dated February 19, 2019, identified various improvements that potentially could improve DMU shunting performance within the corridor.

The selected consultant shall examine the corridor's existing systems and determine:

- Summary of changes required to eliminate coded track circuits between CP Vernon and Los Angeles Union Station. This change will require the introduction of a vital fiber network, installed according to SCRRA current engineering standards. The summary shall be high level with the goal of determining overall costs for the changes based on a per mile average cost.
- Summary of changes necessary to remove all lower constant warning device frequencies (86 and 114 HZ) from the corridor. The summary shall include ancillary effects caused by the changes such as frequency changes at adjacent crossings and the possible introduction of insulated joints for frequency separation. Associated estimated capital costs shall be based on a per location basis.
- Summary of changes needed to install PSO overlay circuits on all portions of coded track within the corridor. The estimated capital costs shall include vital wayside and PTC changes necessary to interface with the new overlay circuits. Associated estimated capital costs shall be based on a per location basis.
- Analyze and develop cost estimate to replace Grade Crossing Processors (GCPs) on San Gabriel line with ElectroLogIXS equipment. Associated estimated capital costs shall be based on a per location basis.
- Summary of changes necessary to shorten existing coded track circuits as described in the 2019 Shunting Study. Associated estimated capital costs shall be based on a per location basis.
- An examination of current Metrolink rail cleaning practices within the corridor shall be conducted. The Consultant shall recommend changes to current practices to ensure safe and reliable MU shunting. The consultant shall identify additional costs associated for proposed rail cleaning practices and provide a per annum cost for implementing the changes. Signal and Track Department to obtain labor, equipment rates for development of this task. Analyze the current availability of SCRRA brush trucks and determination if one or more additional brush trucks will be needed to perform additional brushing activities for the purposes of this operation.
- Retrieval and analysis of 1/4 second logs or RX values from all crossing predictors across San Gabriel line to determine locations where there is evidence of poor shunting conditions

on current traffic and frequency. Deliverables include identification of specific crossings with poor shunting performance that may require additional maintenance attention (i.e. additional brushing).

- Analyze, identify specific locations, and develop cost estimate to correct over-energized track circuits which may be unduly susceptible to Loss of Shunting.
- Analyze, identify specific locations, and develop cost estimate to add Loss of Shunt time and sequential occupancy checks in signal control and route locking logic along San Gabriel line.
- Recommendation, plan and schedule for implementation of the most cost-effective measures, determined from the above analysis, to ensure safe and reliable MU shunting.

4. Operations and Maintenance Cost and Benefit Comparisons between MU and Locomotive hauled equipment:

- Undertake cost comparisons using current SCRRA service contract data, and other available industry and best practice data, to determine operational costs for both locomotive hauled coach sets and MU 2-car and 4-car consists. Consider cleaning, maintenance, fueling, crews, SCRRA staff and spare parts. Work with SCRRA Project Manager (PM) and staff to obtain contract rates for analysis. Include cost comparisons for MUs operations by TexRail, Dallas Area Rapid Transit, and eBart at a minimum. Do not simply take average total costs for different agencies with different types of equipment.
- Develop appropriate cost data that will inform operational costs for proposed service plans and support the selection of appropriate equipment.
- Determine potential operational cost savings or increases with MUs, including but not limited to train crews, fuel, maintenance.
- Determine potential maintenance costs for systems and infrastructure associated with operation of MUs that will be additional to those that will be experienced with locomotive hauled sets. Consider rail brushing to ensure shunting compliance, shunting monitoring plans, facility maintenance, security. Work with SCRRA PM to obtain available maintenance contract data.
- Develop cost data associated with additional services and operations at enhanced maintenance facilities.

PROJECT DELIVERABLES

- Detailed service plans that achieve a 30-min bi-directional service between the Redlands - University Station and LAUS on the San Bernardino Line, meeting the service scenarios and parameters as outlined within the scope, item 1, for both 2-Car and 4-Car sets.
- A Capital cost analysis that clearly defines all elements of the enhancements necessary to implement the proposed service plan:
 - additional infrastructure improvements
 - systems improvements
 - facility development and/or enhancements
 - car procurements
 - equipment procurements
- An Operational cost analysis that details and/or supports:
 - Cost comparisons between Locomotive hauled, 2-car and 4-car MU vehicles
 - The likely operational costs for the proposed service plans and any potential savings over a similar service plan with entirely locomotive hauled sets
 - The selection of the proposed service plan and equipment types as appropriate

- Additional operational costs for enhanced maintenance facilities
 - Additional maintenance costs for enhanced infrastructure to support MU service
- A logical, phased plan for implementation of the service that considers:
 - The implementation of all capital improvements and operational modifications
 - Priorities and key strategies
 - Assumptions
 - Capital funding requirements and potential sources
 - Long lead items and procurements
 - A coordinated approach to implementing the infrastructure and facility enhancements, understanding the requirement to not detrimentally impact the existing San Bernardino Line service, and availability of resources and work windows
 - Implementation timeframe
 - SCRRA staffing and contractor/consultant requirements
 - Testing requirements for new systems, infrastructure and attainment of the proposed service schedule
 - Introduction of new vehicles
- An implementation plan schedule outlining the phased approach, key tasks within each phase, associated timeframes, dependencies and potential capital costs for each phase to determine financial planning needs
- As part of the proposal package, provide a high-level schedule demonstrating compliance with the scope and objectives and an expected timeframe to delivery

ESTIMATED START DATE: August 1, 2023

ESTIMATED DURATION: 6-8 Months

SBCTA PROJECT MANAGER: Rebekah Soto

CASH FLOW PLAN: The Study will be jointly funded by SBCTA and LA Metro using a 50/50 split. SBCTA will advance a payment in the amount of \$50,000 for cash flow purposes, transitioning to a reimbursement basis for the remaining \$190,000. A separate funding agreement will be developed to memorialize details. All work to be completed by May 30, 2024 and all invoices/requests for reimbursement to be submitted by June 30, 2024. For budgeting purposes, all invoices need to be paid in Fiscal Year 2023/2024.

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

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY (SCRRA)****SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY (SBCTA)**

By: _____
Darren Kettle, Chief Executive Officer

By: _____
Raymond W. Wolfe, Executive Director

Date: _____

Date: _____

DRAFT

Minute Action

AGENDA ITEM: 8

Date: June 15, 2023

Subject:

Award Contract No. 23-1002920 for On-Call Railroad Property Maintenance of Way Services

Recommendation:

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

Award Contract No. 23-1002920 to Joshua Grading & Excavating Inc., for On-Call Railroad Property Maintenance of Way Services, for an amount not-to-exceed \$5,500,000 with an initial term of five years and two one-year options not-to-exceed an aggregate total of seven years.

Background:

On January 4, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized the release of Request for Proposals (RFP) No. 23-1002920 for On-Call Railroad Property Maintenance of Way Services.

RFP No. 23-1002920 was released on March 30, 2023. The notification for the RFP was received by 33 firms and downloaded by 31 firms. Three proposals were received on May 12, 2023 at 2:00 PM, of which two were deemed responsive by SBCTA Procurement.

SBCTA's Evaluation Committee, which consisted of two SBCTA staff and one person from Southern California Regional Rail Authority and Orange County Transportation Authority, reviewed the responsive proposals from Joshua Grading & Excavating Inc. (JGE) and Golden West Arbor Services Inc. (GWA) independently and scored each firm's proposal on the following criteria: Qualifications, Related Experience and References 20 points, Proposed Staffing and Project Organization 25 points, Work Plan 30 points, and Cost 25 points for a total of 100 points. The Evaluation Committee met on May 25, 2023 and after having reviewed the proposals and discussion amongst the Evaluation Committee members, the Project Manager decided that optional interviews, tentatively scheduled for May 31, 2023, were not necessary. The Evaluation Committee found JGE's proposal to be the strongest proposal; as such, staff recommends that the Board award Contract No. 23-1002920 to JGE. JGE has demonstrated that it has the resources and programs in place to operate within the active railroad right-of-way.

Contract No. 23-1002920 includes annual increases in labor costs to cover the costs of Department of Industrial Relations (DIR) predetermined wage increases and a two percent annual increase for labor classifications in years which are not subject to a DIR predetermined wage increase. The two percent annual increases, which are not predetermined by the DIR, will help to keep rates competitive in a competitive labor market. These annual increases result in a projected seven-year contract consisting of five base years and two additional one-year options, at a projected cost of \$7,830,000. Staff is recommending that Contract No. 23-1002920 be awarded in an amount not-to-exceed \$5,500,000 to cover the projected contract costs of the five base years.

Financial Impact:

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

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 15, 2023

Page 2

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract. SBCTA Risk Manager reviewed the draft contract prior to release of Request for Proposal No. 23-1002920, there are no contract exceptions or deviations or changes otherwise made to the draft contract since SBCTA Risk Manager's review.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Transit Committee
Date: June 15, 2023

Witnessed By:

Contract No:	<u>23-1002920</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>01121</u>	Vendor Name:	<u>JOSHUA GRADING & EXCAVATING INC.</u>
Description:	<u>ON-CALL RAILROAD RIGHT OF WAY MAINTENANCE SERVICES</u>		
List Any Related Contract Nos.:			

Dollar Amount							
Original Contract		\$	5,500,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	5,500,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	5,500,000.00

Board of Directors	Date:	7/5/2023	Committee	Item #
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Other Contracts		Sole Source?	No	No Budget Adjustment
Local	Professional Services (Non-A&E)			N/A

[illegible]

Victor Lopez

Task Manager (Print Name)

Additional Notes: Five year initial term ending June 30, 2028. Contract includes two (1) year option. Initial \$5.5M Contract expenditure authority is projected to cover only the initial five year term.

CONTRACT NO. 23-1002920**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****JOSHUA GRADING & EXCAVATING INC.****FOR****ON-CALL RAILROAD PROPERTY MAINTENANCE OF WAY SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Joshua Grading & Excavating Inc. ("CONSULTANT"), whose address is PO Box 292329, Phelan, California 92329. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for up to two - one year Option Terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2030.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Five Million Five Hundred Thousand Dollars (\$5,500,000.00). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract, except as to when prevailing wage must be paid, in which case the current applicable prevailing wage shall be paid, and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and

that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 *Intentionally Omitted..*

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

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

ARTICLE 12. CHANGES

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County

laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Jordan Gibson	Project Manager/RWIC
Chase Gibson	Foreman/RWIC
Jeff Dineen	Equipment Operator
Jake Martineau	Laborer
Kim Carpenter	Contract Administrator

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents, data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

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

- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. Intentionally Omitted.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$5,000,000 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 contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$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 subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.
- 21.1.6 Pollution Liability The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:
- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
 - If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
 - If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.
- 21.1.7 Technology Professional Liability Errors and Omissions Insurance – Intentionally Omitted

21.1.8 Railroad Protective Liability 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 the CONSULTANT 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 CONSULTANT 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.

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. 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.
- 21.2.3 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 this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors,

officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA, or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the

indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and workers' compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs

provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

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

21.2.13 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

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

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

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

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT’s proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA’s written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA’s approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA’s approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To JOSHUA GRADING & EXCAVATING INC.	To SBCTA
PO Box 292329	1170 W. 3rd Street, 2nd Floor
Phelan, CA 92329	San Bernardino, CA 92410-1715
Attn: Kimberly Carpenter	Attn: Ryan Aschenbrenner
Email: kim@joshuagrading.com	Email: raschenbrenner@gosbcta.com
Phone: (760) 949-5867	Phone: (909) 884-8276
2 nd Contact:	Copy: Procurement Manager
Email:	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

- 42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

**JOSHUA GRADING & EXCAVATING
INC.**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Muriel J. Craft
President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

By: _____
Matthew Thomas
Secretary

APPROVED AS TO FORM

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 23-1002920 (9521 : Award of On-Call Railroad Property Maintenance of Way Services Contract No. 23-1002920)

EXHIBIT “A”
“SCOPE OF WORK”

Scope of Work

On-Call Railroad Right-of-Way Maintenance of Way

Provide railroad right-of-way maintenance of way services on an as-needed basis in support of SBCTA's Transit and Rail Programs on the 58.8 miles of railroad right-of-way owned by SBCTA as identified on the attached SBCTA Railroad Rights of Way Exhibit. Such railroad right-of-way maintenance of way services shall include maintenance of way activities for SBCTA owned right-of-way along the San Gabriel Subdivision, the Redlands Subdivision, the Baldwin Park Subdivision and the Shortway. CONSULTANT shall act proactively under the terms of this Scope of Work, and shall coordinate with and take direction from and through SBCTA'S Project Manager. SBCTA may add to or remove portions of the right of way subject to this Scope of Work as conditions change during the term of the agreement. SBCTA and CONSULTANT shall negotiate any reasonable change in compensation related to any such adjustment.

Maintenance of way on all active rail line segments, whether passenger or freight, owned by SBCTA is currently performed by SCRRA for right-of-way within 20 feet of centerline of track ("Metrolink ROW"). SBCTA's Project Manager shall coordinate with SCRRA regarding maintenance work within the Metrolink ROW. CONSULTANT shall be responsible for maintenance of way outside of Metrolink ROW on all such active segments and for the entire width of SBCTA's inactive or out-of-service right of way, except where maintenance is provided by a third party under license or other agreement. CONSULTANT shall notify SBCTA's Project Manager promptly of any information it receives regarding unsafe conditions, attractive nuisances or other negative conditions on or along SBCTA's right- of-way, whether within CONSULTANT's area of responsibility hereunder or not.

The San Gabriel Subdivision is operated by Southern California Regional Rail Authority (SCRRA), with train speeds up to 90 mph, for the Metrolink commuter trains, the National Railroad Passenger Corporation's (Amtrak) passenger trains and freight trains by the Burlington Northern Santa Fe Railway (BNSF), and the Union Pacific Railroad (UPRR). The Metrolink San Gabriel Subdivision runs from downtown Los Angeles east to San Bernardino. It starts at control point (CP) Pasadena Junction which is SCRRA Mile Post (MP) 0.9 at Union Station and ends at the Metrolink San Bernardino Station (Santa Fe Depot) at MP 56.2. SBCTA owns the right-of-way beginning at MP 34.0 at the Los Angeles/San Bernardino County line in Montclair to MP 52.2 at Rancho Avenue in San Bernardino. The average width of the railroad right-of- way is 100 feet from property line to property line.

The Redlands Subdivision starts at the San Bernardino Santa Fe Depot and runs 13.2 miles to the east. With the completion of the Redlands Passenger Rail Project and commencement of the Arrow Service the active portion of the Redlands Subdivision is now considered an extension of the San Gabriel Subdivision operated by SCRRA. The track is active from MP 56.7 to MP 66.6 and includes BNSF freight service from MP 56.7 to MP 60.7. The track is out of service beyond University Station in Redlands, between the old ATSF Mile Posts for the Redlands Subdivision MP 9.9 and MP 13.2. Additionally, there is approximately 9 acres of fragmented, inactive right-of-way, surplus parcels along the historical alignment, throughout the City of San Bernardino and

City of Highland, still owned by SBCTA. The width of the railroad right-of-way varies from 50 feet to 100 feet from property line to property line.

The portion of the Baldwin Park Subdivision that SBCTA owns runs from the Los Angeles/San Bernardino County line in Montclair to Rancho Avenue in the City of San Bernardino. Currently there are tracks but no active freight service for approximately 2.5 miles of the Rialto Industrial Spur between UPRR's Colton Cut-Off near UPRR MP 537.9 and Cactus Ave in the City of Rialto near MP 535.4. This segment is still considered an active rail line until UPRR completes their abandonment of common carrier status on this 2.5 mile portion of the Baldwin Park Subdivision, subject to SCRRRA maintenance. Maintenance activities outside the Metrolink ROW for this active 2.5 mile segment are the responsibility of the CONSULTANT, but shall be subject to coordination with UPRR. Much of the remaining Baldwin Park Subdivision is licensed for the Pacific Electric Trail by the various cities adjacent to the right-of-way. The width of the right-of-way varies from 80 feet to 100 feet with the majority of the maintenance being done by the cities under license agreements with SBCTA. Once UPRR completes abandonment of their common carrier status, the City of Rialto may extend the Pacific Electric Trail to the city limit at Pepper Ave.

SBCTA also has recently purchased Main Track #4, line segment 7202 of the San Bernardino Subdivision approximately from MP 0.09 to MP 2.2, and its associated right of way land and appurtenances from BNSF. This length of ROW is commonly and hereinafter referred to as the "Shortway". The Shortway runs from the Metrolink San Bernardino Station (San Bernardino's Santa Fe Depot) approximately 2.1 miles southwest toward the Metrolink Eastern Maintenance Facility located in Colton, California. The CONSULTANT is responsible for maintenance outside the Metrolink ROW on this segment.

To allow for the safe and efficient operation of passenger and freight trains, the railroad right-of-way needs to comply with Federal, State, and local regulations regarding weed abatement, fire prevention, and nuisance liability standards. CONSULTANT shall provide an SCRRRA-approved Roadway Worker in Charge (RWIC) as qualified under 49 Code of Federal Regulations (CFR) 214.353. RWIC is required at all times, while working within SBCTA property upon which SCRRRA maintains and operates active railroad facilities. CONSULTANT will need to meet all SCRRRA's training and certification requirements within 45 days after the execution of the contract. It is the CONSULTANT's responsibility to ensure all applicable Federal, State, and local regulations, training, and certification requirements are met at all times for the duration of the contract.

Specific work projects may be authorized by the SBCTA Project Manager, who shall have the discretion to determine which projects will require a written Contract Task Order and which may be authorized in the normal course of business by vocal or telephonic approval, email or other means of communication.

The CONSULTANT shall maintain the appearance of the property, facilities and structures (bridges, retaining walls and signs); in compliance with Federal Railroad Administration (FRA), California Public Utilities SBCTA, and the various municipal code requirements of the local agencies within the County of San Bernardino.

Services shall consist of weed abatement & vegetation control (fire hazard prevention); herbicide & pesticide applications; removal of debris & trash; abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW; fencing and barricade installation and/or repairs; drainage repairs; graffiti abatement & control; tree trimming & removals; and installation/maintenance/repair of railroad signage. The removal of hazardous materials shall be coordinated with a licensed hazardous materials contractor.

All work shall be done in compliance with all applicable public and worker safety laws and regulations, including without limitation, applicable Cal/OSHA standards. CONSULTANT shall maintain all required documentation available at the scope task site for review by the SBCTA's representative.

The CONSULTANT shall provide all materials and equipment for the services specified.

Weed Abatement & Vegetation Control - Weed abatement and vegetation control, shall be performed in accordance with California Health and Safety Codes and municipal code requirements of the County of San Bernardino. The purpose of this service is to prevent fire hazards posed by vegetative growth and accumulation of combustible materials. Except as noted below, vegetation and weeds should be regulated and cut so as to not exceed 6 inches in height within the right-of-ways, and shall be kept at 3 inches when 0 to 100 feet from structures. Weed abatement shall be by mowing, gas powered weed trimmers or by use of hand tools, to augment the herbicide program. CONSULTANT shall dispose of vegetation and/or weeds (including cut brush).

Decorative landscaping, erosion control, vegetation, and natural vegetation in open space areas, which is more than 20 ft. from centerline of track, will be removed at the direction of SBCTA's Project Manager.

Herbicide and Pesticide Application - Herbicide application will be a pre-emergent application in the fall and spot treatments of contact herbicides on an as necessary basis during the Summer and late Fall. Herbicide application shall be completed by a Certified Pest Control Applicator, under the supervision of a Pest Control Advisor. All personnel shall be licensed, by the State of California and all work will have written Pest Control Recommendations - submitted to the County Agricultural Commissioner in accordance with applicable regulations. SBCTA's Project Manager will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. This work is supplemental to herbicide control currently performed by SCRRA's Track, Structures and Right-of-Way Maintenance Contractor, under separate contract. The SBCTA's Project Manager will identify areas that require Herbicide Control.

SBCTA's Project Manager shall be notified at least one week in advance of the time set for application of any chemicals so that a SBCTA representative may witness the application.

The notification shall include all related MSDS certifications for all herbicides, pest control, and other chemical materials.

Clean-Up of Debris and Trash (non-hazardous waste) - Contractor shall pick-up all debris and trash, on the right-of-ways, and will remove and dispose of vegetation and refuse at specified dump sites within San Bernardino County. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash. Individual items will be handled manually within Occupational Safety and Health Administration (OSHA) guidelines. Items removed which may be potentially hazardous, must be done so appropriately, under such guidelines.

All dump fees associated with maintenance services on the right-of-ways will be reimbursed at cost.

Abatement of Homeless Encampments, etc. - Abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW shall be carried out in coordination with applicable local law enforcement and in accordance with direction from SBCTA and its legal counsel, which may require consultation and coordination with recognized service agencies and/or advocacy organizations serving the homeless population, in appropriate cases.

Fence and Barricade Installation, Repairs and Minor Upgrades - Work shall consist of new fence installation, repair to existing, and incidental upgrades to: welded wire mesh, chain link, post and cable, and any other fencing or barrier repairs as may be required. The frequency of fence repair is dependent upon vandalism and/or accidents which occur along the right-of-way. New fence material shall be chain link, welded wire mesh, or a SBCTA-approved equivalent. New fence installation will be at the direction of SBCTA's Project Manager.

Drainage System and Maintenance Repairs - CONSULTANT shall remove silt, drift, and/or obstructions, from drainage channels, and restore erosion damage, upon direction of SBCTA's Project Manager. The removal of vegetation and/or debris will be done in a manner which preserves the functional performance of all drainage facilities and in a manner that does not create depressions in the ground capable of ponding water. CONSULTANT will also be required to maintain SBCTA's railroad right-of-way vehicular access roads, removing any obstructions and repairing erosion damage.

CONSULTANT shall place erosion prevention materials (i.e. sandbags, silt fence, fiber rolls, etc.) along areas of right-of-way where potential flooding of adjacent properties may occur at SBCTA's Project Managers direction. This shall be done prior to any inclement weather, if possible. SBCTA's Project Manager may request Contractor's crew work outside of normal scheduled days during times of excessive inclement weather.

Graffiti Abatement & Control - CONSULTANT shall control graffiti through painting or cleaning on structures, walls, fences, signs, bridges and abutments, under the direction of SBCTA's Project Manager. Paint shall be applied by roller, brush, or spray apparatus, (including extension arms from 10' to 25'), when requested. CONSULTANT shall use water- based paint, except on roadway signs, where chemical cleaners will be used. (CONSULTANT will consult with SBCTA's Project Manager for situations where cleaning is ineffective, and may be directed to utilize other cleaners

or to apply aluminum paint.) Application of paint or cleaning of graffiti will be performed so as to preserve railroad operating information on signs, and structures (only as directed) (e.g. speed signs, milepost signs, and roadway signs). Graffiti removal on aluminum signal houses and apparatus' will be handled by SCRRA Signal forces.

Photos and Documentation - CONSULTANT shall photograph graffiti prior to removal. Photos are to be entered into the San Bernardino County Sheriff's Dept., Tracking Automated and Graffiti Reporting System (T.A.G.R.S.) Program database. This can either be done immediately, through the use of a Smartphone with GPS software or manually once at a computer with internet access. The T.A.G.R.S Program was created and is used by law enforcement as well as outside agencies in order to have one centralized location for tracking all areas (input into system) and costs associated with each area/time of removal. CONSULTANT shall also submit photos and brief narrative reports via SBCTA's Field Observation Tool, to report the limits/location of the start and end of work each day, and to report observed instances of damage to fences, graffiti on surfaces facing the right of way, trespassing/encampments, and other details as may be requested by SBCTA's Project Manager.

Tree Trimming and Removals - CONSULTANT shall trim and/or remove trees in order to maintain clear visibility of railroad signals and grade crossings, as well as those on SBCTA's property causing harm to adjacent property/facilities/etc. CONSULTANT shall provide labor and equipment necessary to clear areas where required in order to maintain the right-of-ways and railroad signals, unobstructed. Work will consist of tree trimming and/or removals, occasional tree replanting, pole line removal and transport and brush removal. Due to the inaccessibility of certain properties, some trees may need to be climbed with the aid of ropes and others may require use of boom truck with a standard bucket lift, in order to be trimmed. Fall Protection shall be used where required.

Tree Work Safety - The CONSULTANT shall perform their work method in compliance with federal standards, local city ordinances and requirements, and CCR Title 8 (Cal/OSHA), Article 12. Tree Work, Maintenance or Removal Standards, and Subchapter 13, Logging and Sawmill Safety Orders, Article 5. Falling and Bucking as applicable to scope. The CONSULTANT shall fully understand and comply with the applicable Cal/OSHA standards and maintain required documentation available at the scope task site for review by the Authority's representative.

Maintenance Repair and/or New Installation of Property and No-Trespassing Signs - Maintenance of existing property and no-trespassing signs within the SBCTA's owned property shall consist of cleaning (wiping clean, or by chemical cleaner) signs to remove graffiti or other substance hindering visibility of words. Repair will consist of correcting bent or broken posts and replace missing hardware (anti-vandalism type). Repair to existing signage is required prior to replacing with new. CONSULTANT shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task.

Pest/Insect Control - CONSULTANT shall perform, on a case by case basis, reasonable pest/insect control to maintain the railroad right-of-way free of pests/insects.

Flagging - CONSULTANT will have available an Employee in Charge (EIC)/Flagman as needed, to provide protection for other municipalities or SBCTA staff that may need access to the operating right-of-way.

Public Works Contracts Code - In cases where the cost of work covered by public works contracting requirements under the Public Contracts Code or other state law (including, without limitation, installation or repair fencing, work on drainage and/or drainage facilities, and/or construction or demolition of structures within the ROW) would equal or exceed \$25,000, state law requires such a project to be performed pursuant to a public works contract awarded to the lowest responsive and responsible bidder. CONSULTANT shall promptly notify SBCTA whenever CONSULTANT believes that any potential such instances, and CONSULTANT shall cooperate fully with SBCTA, shall assist in preparing specifications and other bid documents at SBCTA's request, and shall cooperate and coordinate with the selected CONSULTANT. CONSULTANT acknowledges that if CONSULTANT assists SBCTA in such pre-bid matters, CONSULTANT shall not be eligible to bid on that project. CONSULTANT shall consult with and follow SBCTA's instructions with respect to the determination of when a project will or may be subject to such a separate bidding process.

Except to the extent public works are separately bid and awarded to third parties as provided above, the CONSULTANT shall provide all materials and equipment for the services specified above.

LABOR SKILLS AND STANDARDS OF PERFORMANCE

Performance standards shall apply to CONSULTANT in the performance of any subsequent work or specialized trades herein, including any sub-consultants that may be employed by the CONSULTANT.

Failure to begin and diligently prosecute the services as further described herein may be considered grounds for termination of the contract. It will be the CONSULTANT's responsibility to obtain the necessary labor, materials, and/or sub-consultant resources to complete the assignment(s).

If any person employed by the CONSULTANT, or employed as a sub-consultant, should fail or refuse to carry out the work or shall appear to be incompetent or to act in a disorderly manner, he/she shall be removed from all work under this agreement immediately upon the request of the SBCTA and such person shall not again be employed for any services for the SBCTA.

The CONSULTANT is responsible for determining the correct number of personnel (estimated at 4 plus a foreman), labor classifications, and equipment necessary to complete the work.

Key Personnel

The CONSULTANT shall provide resumes of proposed qualified staff and references, as indicated.

Project Manager

Duties:

Plans, directs, and coordinates the activities of the CONSULTANT (including all sub- consultants) in performance of the Services to assure compliance with Agreement terms and conditions, applicable regulations, SBCTA standards, and budgets. Serves as the point of contact for SBCTA staff for all matters relating to the Agreement. Reviews, annual budget and work plan, training schedule, invoices. Supervises, promotes, manages, transfers, and disciplines CONSULTANT staff and arranges with SBCTA for replacement personnel in the event of vacancies.

Minimum Requirements:

- Desire 10 years' experience in supervising or directing the work of others engaged in railroad right of way maintenance and five years' experience in managing construction and/or maintenance.
- Knowledge of 49 CFR 214 Subpart C- Roadway Worker Protection and SCRRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS and all safety requirements.
- Knowledge of the safe and proper procedures for maintenance within operating railroad environment.
- Knowledge of the safe and proper procedures hand and power tools maintenance equipment.
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.

Supervisor/Foreman

Duties:

CONSULTANT shall designate an employee (supervisor/foreman) as a primary point of contact and have the authority to act for the CONSULTANT. Foreman is required to assist and coordinate the activities of the right-of-way maintenance crew on the San Bernardino County Transportation Authority property, that is in active use by passenger and freight trains by arranging for the materials, tools, and equipment required for the maintenance services, arranging for protection of workplace, coordinating with other SCRRRA CONSULTANT'S, Metrolink Operation Center (MOC), and affected public agencies, training employees in proper work methods, communicating with trains and MOC regarding train movements through the work area, inspecting work methods and site conditions for safety conditions and efficiency of use of labor and material, and preparing documentation of work performed and resources (labor, material, equipment, and supplies) used.

Minimum Requirements:

- Desire three to five years of railroad right-of-way maintenance experience and/or construction including at least two years of experience in supervising or directing the work of others engaged in railroad right of way maintenance. SCRRRA approval may be required.

- Must demonstrate previous experience and certification of 49 CRF 214 Subpart C- Roadway Worker Protection, 214.353 - Training and qualification of roadway workers who provide on-track safety for roadway workgroups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as a Roadway Worker-in-Charge (RWIC).
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Knowledge of the safe and proper procedures for operating maintenance hand and power tools.

Equipment Operator

Duties:

Operates and performs operator-level duties of smaller equipment and rubber tire off-road equipment such as a backhoe, skip loaders, and skid steers. May work as a member of a crew or independently.

Minimum Requirements:

- Desire one to three years' experience in the operation of rubber tire equipment used in the course of railroad maintenance and/or construction. SCRRA approval may be required.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as an EIC. (Not required at time of proposal submission).
- Knowledge of safe and proper procedures for operating this equipment
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

EIC/Flagman

Duties:

Provides protection for the work activities of other parties engaged in work on the railroad right-of-way by performing safety briefings and issuing instructions to these parties, coordinating this

work with the MOC, communicating by radio with train operators to authorize train movement through work area, observing railroad tracks for approaching trains, issuing audible warnings to workers concerning the approach of trains, directing the discontinuance of specific work practices until after train(s) have passed work location, observing work practices of the other parties, observing the workplace for unsafe conditions, and installing and removing temporary signs for the control of train movements. Railroad Worker Protection Safety trained under SCRRA requirements.

Minimum Requirements:

- Preferred one year experience providing on-track safety for roadway work groups.
- Must demonstrate previous experience and certification of 49 CRF 214 Subpart C- Roadway Worker Protection, 214.353 — Training and qualification of roadway workers who provide on-track safety for roadway work groups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as an EIC.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

Qualifications applicable to all positions:

Minimum Requirements:

- Must meet all SCRRA's safety training requirements and maintain certifications.
- Able to communicate in written and verbal English language. Required to pass pre-employment physical examination which includes blood and/or urine testing.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- The appropriate licensing; professional experience, academic training, and technical skills for the assigned work.

Training:

All CONSULTANT and sub-consultant employees, working on the ROW, are required to complete railroad safety training, (to be provided by SBCTA one time annually), wear all applicable, personal protection safety equipment, and at all times follow all railroad safety rules.

SBCTA will provide initial SCRRRA required safety training for staff identified in the proposal. Any employee that fails to meet the standards shall not be approved for work on SBCTA owned operating right-of-ways, under this contract.

WORK PLAN

The CONSULTANT shall establish, develop, maintain and implement a work plan that; provides an organizational chart of the project team and identifies their respective responsibilities; identifies all resources necessary to complete the work; identifies any resources provided by sub-consultants; and any outlines management tools that will be utilized to manage the work.

Quality Control Plan (QCP)

The Quality Control Plan should include management's role and commitment to quality work, while optimizing cost and schedule performance. It shall describe implementation of policies, procedures and processes that ensure work is performed to the specifications, including a corrective action plan should corrections be necessary, and the methods in place to ensure non-recurrence.

Workmanship

CONSULTANT shall provide workers who are fully trained to the skill level necessary to complete a given job in a satisfactory manner. CONSULTANT warrants that employees shall have all appropriate training needed for the work; have sufficient skill, knowledge and experience to perform such work; have tools and equipment appropriate for the given work; and that all contract work is performed in a safe, professional and workmanlike manner.

CONSULTANT will not substitute any employee for another unless both have been trained equally, and at such time still current within such training. Training costs due to employee changes, requested by CONSULTANT, will be at the CONSULTANT's expense.

Non-Conforming Work

The Authority may reduce payment for any of the following; non-compliant work, non-compliant work left in place; corrective work or unauthorized work.

Emergency Work

CONSULTANT and sub-consultants must have 24-hour contact number(s) and an acceptable means of emergency "on-call" communication with the SBCTA'S Project Manager.

Four (4) hour response time may be required in cases of emergency and within one (1) hour in cases where train operations are halted.

Unsafe Conditions

CONSULTANT and or its sub-consultant are to immediately notify the SBCTA's Project Manager of any unsafe or questionable condition that exists on the right-of-way. Project Manager will then notify the necessary parties.

If the condition poses immediate danger to rail operations, the CONSULTANT shall notify the MOC, then SBCTA's Project Manager.

SCHEDULE

The CONSULTANT shall submit a weekly schedule each Friday, for anticipated work to be performed by following week including location by mile post (MP). Any deviations must be discussed and approved by SBCTA's Project Manager.

CONSULTANT and/or sub-consultant shall respond and perform non-emergency as-needed work request from the SBCTA's Project Manager within one (1) working day, except in cases of emergency, where an immediate response may be requested.

Daily Work Log

CONSULTANT will maintain a daily work log. This log will record the type of work completed by location, personnel and equipment used, direct cost, and any other information SBCTA's Project Manager shall require. CONSULTANT shall provide copies of or access to all daily work logs immediately upon request by SBCTA's Project Manager.

Monthly Report

In addition to the terms of the Agreement, CONSULTANT shall submit a monthly report to include:

- Provide daily work logs as back-up to invoices submitted for payment;
- Itemization of the materials used and corresponding vendor's invoice copies;
- Direct cost of labor;
- Equipment rental charges;
- Workers' certified payrolls;
- Equipment used; size, type and identification no.
- Attach a summary sheet for the hours expended for each task for each month and total project to date

EQUIPMENT

The CONSULTANT's equipment shall be in good repair and able to operate efficiently and safely. All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. All equipment used shall be inspected and serviced regularly. The inspection and service records shall be available upon request. All vehicles shall be registered, licensed, insured and operated by a licensed driver. All vehicles shall follow laws regarding parking, driving, and licensing.

The CONSULTANT's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the SBCTA Project Manager shall direct the CONSULTANT to remove such Equipment and/or operation until the deficiency is corrected to the satisfaction of the SBCTA Project Manager.

The SBCTA Project Manager may inspect the CONSULTANT's equipment and tools at any time. The daily anticipated equipment necessary to perform this work, but not limited to;

- One (1) Foreman/supervisor pick-up truck.
- One (1) Crew truck.
- One (1) truck with automatic dumping capability with a minimum hauling capacity of 6 cubic yards.
- Hand and power tools consisting of weed trimmers, chain and pole saws, hedge trimmer, but not limited to; with a value of \$500.00, shall be considered part of the CONSULTANT s overhead cost.
- The anticipated heavy equipment necessary to perform this work including, but not limited to the following;
 - Backhoe
 - Dozer-D4 or equal
 - Skip loader with a 4 in 1 bucket
 - Street sweeper, and skid steer with attachments

IMPORTANT NOTICE: Unless equipment rates are specifically identified in the Agreement, reimbursement for equipment rental will be either at the CALTRANS published rates within "Labor Surcharge and Equipment Rental Rates" or the actual rental rate, whichever is less. Equipment rental payment is full compensation for rental equipment costs, including moving rental equipment to and from the site using its own power. For rental equipment that cannot be transported economically using its own power, no transport cost will be paid.

SBCTA Railroad Rights of Way Exhibit A

Transit Program SBCTA Owned Railroad Right of Way

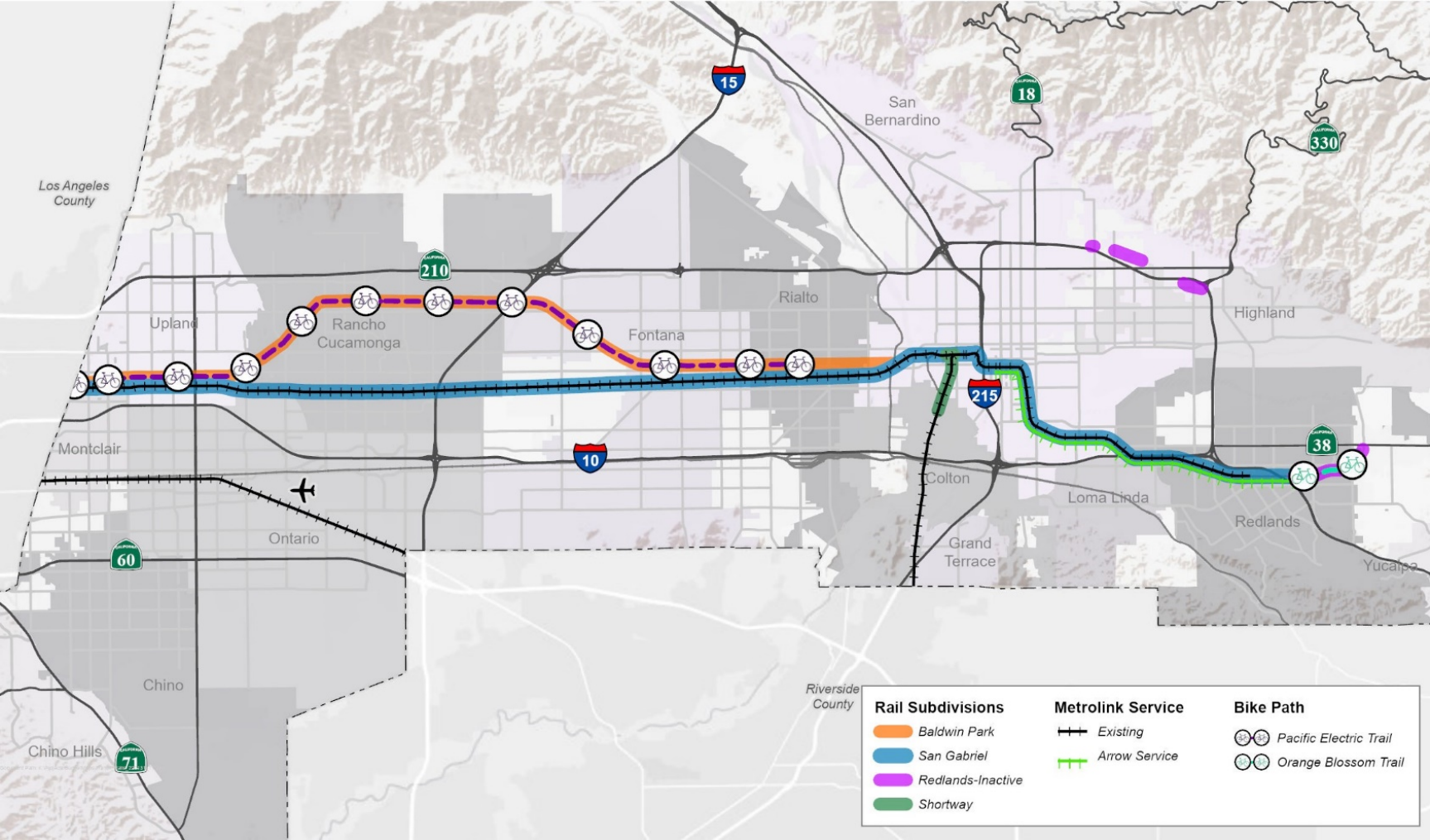


EXHIBIT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”



Exhibit B Price Proposal for Time and Materials

Key Personnel Hourly Rate in

Contract Year Beginning

Name	Classification/Title	2023	2024	2025	2026	2027
Jordan Gibson	Project Manager	\$ 99.18	\$ 103.70	\$ 108.36	\$ 110.54	\$ 112.76
Kimberly Carpenter	Contract Administrator	\$ 54.80	\$ 55.90	\$ 57.02	\$ 58.18	\$ 59.36
Chase Gibson	Foreman	\$ 97.80	\$ 102.34	\$ 106.98	\$ 109.12	\$ 111.32
Jake Martineau	Laborer 1	\$ 93.70	\$ 98.22	\$ 102.88	\$ 104.94	\$ 107.04
	Laborer 2	\$ 94.44	\$ 98.98	\$ 103.64	\$ 105.72	\$ 107.84
	Laborer 3	\$ 95.20	\$ 99.72	\$ 104.38	\$ 106.48	\$ 108.62
	Laborer 5	\$ 97.80	\$ 102.34	\$ 106.98	\$ 109.12	\$ 111.32
Jeff Dineen	Operator 2	\$ 122.58	\$ 128.06	\$ 130.64	\$ 133.26	\$ 135.94
	Operator 3	\$ 122.98	\$ 128.46	\$ 131.04	\$ 133.68	\$ 136.36
	Operator 4	\$ 125.00	\$ 130.50	\$ 133.12	\$ 135.80	\$ 138.52
	Operator 6	\$ 125.30	\$ 130.80	\$ 133.42	\$ 136.10	\$ 138.84
	Operator 8	\$ 125.46	\$ 130.94	\$ 133.56	\$ 136.24	\$ 138.98
	Flagman	\$ 96.44	\$ 100.96	\$ 105.62	\$ 107.74	\$ 109.90
	Teamster III	\$ 98.86	\$ 103.38	\$ 105.46	\$ 107.58	\$ 109.74

Equipment Hourly Rate for Life of the Contract

Equipment	Rate
Backhoe	\$ 57.82
Chainsaw	\$ 1.60
Dump Truck	\$ 84.40
Pick-up Truck	\$ 38.20
Pole Saw	\$ 1.66
Skid Steer with Mower	\$ 55.00
Skip Loader	\$ 46.46
Mini Excavator	\$ 48.00
Generator	\$ 5.14
Crew Truck	\$ 49.32
Welder	\$ 7.86
Generator	\$ 5.14



Exhibit B

Price Proposal for Time and Materials

<u>Key Personnel Hourly Rate in</u>		<u>Option Y1</u>	<u>Option Y2</u>
Name	Classification/Title	2028	2029
Jordan Gibson	Project Manager	\$ 115.02	\$ 117.34
Kimberly Carpenter	Contract Administrator	\$ 60.56	\$ 61.78
Chase Gibson	Foreman	\$ 113.56	\$ 115.84
Jake Martineau	Laborer 1	\$ 109.20	\$ 111.40
	Laborer 2	\$ 110.00	\$ 112.20
	Laborer 3	\$ 110.80	\$ 113.02
	Laborer 5	\$ 113.56	\$ 115.84
Jeff Dineen	Operator 2	\$ 138.66	\$ 141.44
	Operator 3	\$ 139.10	\$ 141.90
	Operator 4	\$ 141.30	\$ 144.14
	Operator 6	\$ 141.62	\$ 144.46
	Operator 8	\$ 141.76	\$ 144.60
	Flagman	\$ 112.10	\$ 114.36
	Teamster III	\$ 111.94	\$ 114.18

Minute Action

AGENDA ITEM: 9

Date: June 15, 2023

Subject:

Transportation Development Act Triennial Performance Audits for Fiscal Years 2021/2022/2023

Recommendation:

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

Approve Contract No. 23-1002906 with Moore & Associates, Inc., for the Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021, 2021/2022 and 2022/2023, in an amount not-to-exceed \$115,013.92.

Background:

On March 9, 2023, the San Bernardino County Transportation Authority (SBCTA) Executive Director authorized the advertisement of Request for Proposals (RFP) No. 23-1002906 for Professional Services for the Transportation Development Act (TDA) Triennial Performance Audits for Fiscal Years 2020/2021, 2021/2022, and 2022/2023 (FY 2021-2023), in accordance with SBCTA Contracting Procurement Policy No. 11000, Section VIII.A.1. The scope of work for the RFP, as described in Exhibit A, included conducting the FY 2021-2023 TDA Triennial Performance Audits of SBCTA and the following transit operators/claimants: City of Needles, Morongo Basin Transit Authority, Mountain Transit, Omnitrans and Victor Valley Transit Authority.

On March 9, 2023, RFP No. 23-1002906 was released and published on SBCTA's website. Approximately 216 firms were notified of the RFP on Planet Bids. Additionally, the RFP was posted on the SBCTA website and published in the Daily Journal. On April 11, 2023, two proposals were received: Moore & Associates, Inc., and Michael Baker International.

An evaluation committee consisting of three SBCTA staff members evaluated the proposals based on the following evaluation criteria:

- Qualifications, Related Experience, and References of the Firm
- Staffing and Project Organization
- Work Plan
- Pricing

The evaluation criteria are consistent with other similar procurements. The RFP identified that overall scoring would weigh the interview and the technical proposal as 60% and 40%, respectively.

The evaluation committee reviewed the proposals submitted based on the evaluation criteria. Since there were only two proposals, and they were both from responsive, responsible, and technically qualified bidders, interviews with both firms were conducted on May 9, 2023.

After reviewing the proposals and conducting interviews, the evaluation committee agreed on recommending award of a contract to Moore & Associates, Inc., to conduct the FY 2021-2023 TDA Triennial Performance Audits. The evaluation committee was impressed with the Moore & Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 15, 2023

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Associates, Inc., team, who demonstrated professional level understanding of the TDA as a whole in addition to Triennial Performance Audit guidelines and current trends and factors affecting transit in San Bernardino County. Staff recommends approval to award the Triennial Performance Audits contract for FY 2021-2023 to Moore & Associates, Inc., in an amount not-to-exceed \$115,013.92 to be funded with Local Transportation Fund (LTF) - Administration funds.

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, Risk Manager and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Brianna Martinez, Management Analyst III

Approved
Transit Committee
Date: June 15, 2023

Witnessed By:

Contract No:	<u>23-1002906</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Fund Administration</u>
Vendor No.:	<u>03911</u>	Vendor Name:	<u>Moore & Associates, Inc.</u>
Description:	FY 2021-2023 TDA Triennial Performance Audit		

Dollar Amount							
Original Contract		\$	115,013.92	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	115,013.92	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	115,013.92

Board of Directors	Date:	7/5/2023	Committee	Item #
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Other Contracts	Sole Source?	No	No Budget Adjustment
Professional Services (Non-A&E)			N/A

[illegible]

Andrea Zureick

Task Manager

Additional Notes:

CONTRACT NO. 23-1002906**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****MOORE & ASSOCIATES INC.****FOR****2021-2023 TDA TRIENNIAL PERFORMANCE AUDIT SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Moore & Associates, Inc. ("CONSULTANT"), whose address is 25852 McBean Pkwy #187, Valencia, California 91355. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through December 31, 2024, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is One Hundred and Fifteen Thousand Thirteen Dollars and Ninety-Two Cents (\$115,013.92). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 Intentionally Omitted
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2

CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.

- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of four (4) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

11.2.6 Interferes with CONSULTANT’s right to perform the terms and conditions of the Contract unless identified herein; or

- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Kathy Chambers	Project Manager - Lead Auditor
Stephanie Roberts	Project Associate – Associate Auditor
Jill Wyman	Administrative Staff - Clerical

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.

- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 17.6 Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 17.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

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

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

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

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

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$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 contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability – Intentionally Omitted

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the

CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability – Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38 or a substantially similar form, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. 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.
- 21.2.3 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 this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultant(s) to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.12 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.

ARTICLE 22. INDEMNITY

22.1 Intentionally omitted.

22.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (“Claims”) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any Claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA’s written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA’s approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA’s approval shall not be unreasonably withheld.

- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To Moore & Associates Inc.	To SBCTA
25852 Mc Bean Pkwy. #187	1170 W. 3rd Street, 2nd Floor
Valencia, Ca 91355	San Bernardino, CA 92410-1715
Attn: Allison Moore	Attn: Brianna Martinez
Email: allison@moore-associates.net	Email: bmartinez@gosbcta.com
Phone: 661-253-1277	Phone: (909) 884-8276
2 nd Contact: Stephanie Roberts	Copy: Procurement Manager
Email:stephanie@moore-associates.net	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

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

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Intentionally omitted.

ARTICLE 37. SAFETY

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

ARTICLE 38. DRUG FREE WORKPLACE

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

ARTICLE 39. ASSIGNMENT

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

ARTICLE 40. AMENDMENTS

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

ARTICLE 41. PREVAILING WAGES

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

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. WARRANTY

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

ARTICLE 45. ENTIRE DOCUMENT

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

ARTICLE 46. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 47. EFFECTIVE DATE

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

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

MOORE & ASSOCIATES INC.

By: _____
Stephanie Roberts
Chief Financial Officer

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Allison Moore
Secretary

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT A
SCOPE OF WORK

DRAFT

**Transportation Development Act Triennial Performance Audit
For Fiscal Years 2020/2021, 2021/2022 and 2022/2023
SCOPE OF WORK
23-1002906**

The San Bernardino County Transportation Authority is required by California State statute Public Utilities Code (PUC) Section 99246 to conduct an independent performance audit of its activities and the activities of each operator located within its jurisdiction to whom it allocates funding from the Transportation Development Act (TDA). This audit is conducted every three years and must be conducted in compliance with relevant sections of the TDA and the “Performance Audit Guidebook” for Transit Operators and Regional Transportation Planning Entities published by the Department of Transportation. The performance audit must be completed and submitted to the Director of Caltrans. The Consultant will be required to perform the following tasks as part of the performance audits for the San Bernardino County Transportation Authority, referred to herein as “SBCTA,” and each of five transit providers, referred to herein individually as “Operator” or collectively as the “Operators”:

1. SBCTA Audit

a. Determine Compliance with Legal and Regulatory Requirements

The Consultant will be required to review and determine SBCTA’s compliance with the TDA, including compliance with TDA requirements for identification of unmet transit needs, and related sections of the California Administrative Code for Fiscal Years 2020/2021, 2021/2022 and 2022/2023. The specific Code Sections for which compliance is to be verified are those specified within the “Performance Audit Guidebook” for Transit Operators and Regional Transportation Planning Entities (PAG). See reference document available at PlanetBids. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for SBCTA and assess the implementation of and/or progress being made on audit recommendations. The Consultant will need to make determinations as to whether recommendations that have not been implemented are:

- i. No longer applicable;
- ii. Infeasible;
- iii. Should still be implemented; or
- iv. Underway

If a prior audit recommendation(s) has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits

provided (or likely to be provided) by the recommendations. Significant accomplishments in implementing prior recommendations should be recognized.

c. Review SBCTA Functions

The Consultant will review each of the SBCTA TDA-related functions, consistent with the PAG. The functional review is expected to include interviews with SBCTA management, staff, and governing board, as well as with Operators under SBCTA's jurisdiction. Supplemental interviews with other regional agencies and state or federal agencies may be appropriate to gather more detailed information about areas of concern. Concerns over inefficient or ineffective SBCTA performance may be raised by:

- i. SBCTA and Operator interviews concerning SBCTA's functions;
- ii. Documents, such as the regional transportation plan, the Short Range Transit Plan, and adopted policies and procedures for evaluating TDA Claims;
- iii. Follow up of prior performance audits; and
- iv. Review of SBCTA's compliance with statutory and regulatory requirements.

2. Transit Operator Audits

The Operators to be included in this scope of work are: Basin Transit (formerly Morongo Basin Transit Authority); Mountain Transit (formerly Mountain Area Regional Transit Authority); City of Needles, for their transit services; Omnitrans; and Victor Valley Transit Authority.

a. Determine Compliance with the Legal and Regulatory Requirements

The Consultant will be required to review and determine each Operator's compliance with the TDA and related sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified with the PAG. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the Operator and assess the Operator's implementation of and/or progress being made on audit recommendations. The Consultant will need to make a determination as to whether recommendations that have not been implemented are:

- i. No longer applicable;
- ii. Infeasible;
- iii. Should still be implemented; or
- iv. Underway

If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being

implemented. For these recommendations, the Consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

c. Verify Performance Indicators

As part of the performance audit, Section 99246 of the Public Utilities Code requires verification of five performance indicators: operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee. The Consultant will review and validate the Operator's collection of basic data needed to calculate these indicators for each fiscal year in the triennium. The Consultant will be expected to analyze performance indicators with the intent of identifying potential issues or concerns that may need further examination during the functional review.

As part of the functional review described below, the Consultant will be expected to select, calculate, and analyze additional performance indicators that are appropriate to identify, quantify, and/or resolve performance problems and potential areas for improvement.

d. Review Operator Functions

The Consultant will review each operational function, consistent with the PAG. The functional review is expected to include interviews with the Operator's management, staff, and governing board, as well as with selected SBCTA staff. Concerns over inefficient or ineffective Operator performance may be raised by:

- i. Operator and SBCTA interviews concerning Operator functions;
- ii. Documents, such as user surveys or Short Range Transit Plans;
- iii. Review and analysis of TDA-required performance indicators;
- iv. Follow-up of prior performance audits; and
- v. Review of Operator compliance with statutory and regulatory requirements

Concerns of inefficient or ineffective performance should lead to further investigation, which may include the verification and calculation of additional performance indicators. This detailed investigation of functional concerns, problems, and potential improvements should make up the basis of most findings in the audit report.

3. Audit Deliverables

Upon completion of the above steps, the Consultant will prepare a management letter for each Operator and SBCTA that contains:

- a. Findings regarding performance compared with goals and objectives.
- b. Findings regarding implementation of prior performance audit recommendations.
- c. Verification of, at a minimum, the five TDA indicators.
- d. Verification that the public transit Operator is not precluded by its labor agreement from employing part time operators or contracting with common carriers.
- e. Recommendations, including estimated costs and benefits, for improving performance. Such recommendations may include where further analysis is indicated in the following functional areas:
 - Governing Body Role
 - Management and Organization
 - Transportation/Operations
 - Maintenance
 - Service Planning
 - Budgeting and Financial Planning
 - Management Reporting
 - Grants Management
 - Purchasing
 - Marketing and Public Relations
 - Personnel Management
 - Risk Analysis, Claims, and Insurance
 - Contract Operations

The Consultant will provide SBCTA and each Operator with an electronic copy of each draft management letter. After review, the Consultant will provide to SBCTA and each Operator an electronic copy of each final report.

The Consultant may be requested to make a presentation to each Operator's governing body, to the SBCTA Transit Committee, and possibly to the full SBCTA Board. Tentative dates are noted in the schedule below.

Schedule:

March 7, 2023	SBCTA Releases Request for Proposals
April 11, 2023	Proposal Due Date
May 9, 2023	Interviews
July 5, 2023	SBCTA awards consultant contract
January 6, 2024	Draft management letters submitted
February 5, 2024	Final management letters
May 1, 2024	Presentation to Omnitrans Board
May 9, 2024	Presentation to SBCTA Transit Committee
May 14, 2024	Presentation to Needles City Council
May 15, 2024	Presentation to Mountain Transit Board
May 20, 2024	Presentation to Victor Valley Transit Authority Board
May 23, 2024	Presentation to Basin Transit Board
June 5, 2024	Presentation to SBCTA Board (all audits if necessary)

Summary of Operations:

1. City of Needles, for their transit services

City of Needles Transit Services has one route that provides deviation service that operates within the incorporated city as well as Dial-a-Ride Service for seniors and persons with disabilities, a Dial-a-Ride Medical that provides rides for medical appointments only, and a Shopper Shuttle that provides rides to the neighboring City for more opportunities to buy goods. These services were operated through a private contractor, Transportation Concepts (TC). During Fiscal Year 2020/2021 Needles Area Transit carried 20,044 passengers while operating 4,488 revenue service hours. Operating expenses totaled \$484,392 while passenger fares were approximately \$29,006.

2. Basin Transit

Basin Transit was formed as a Joint Powers Authority (JPA) between the Town of Yucca Valley, City of Twentynine Palms, and the County of San Bernardino. Basin Transit operates deviated fixed route and general public demand response as well as intercity service into the Palm Springs area. Additionally, during Fiscal Year 2021/2022 the Basin Transit Board of Directors with a consultant team rebranded their agency with a new name of Basin Transit and updated their logo. During Fiscal Year 2020/2021 Basin Transit carried 130,574 passengers while providing 31,482 revenue service hours. Operating expenses totaled \$3,614,013 and passenger fares were approximately \$190,647.

3. Mountain Transit

Mountain Transit was formed as a JPA between the City of Big Bear Lake and the County of San Bernardino. Mountain Transit operates a fixed route system in the Big Bear area and the Crestline area and a general dial-a-ride as well as intercity service from Big Bear Lake, Lake Arrowhead and Crestline into the City of San Bernardino. During Fiscal Year 2020/2021, Mountain Transit carried 110,479 passengers while providing 30,218 revenue service hours. Operating expenses totaled \$3,312,913 while passenger fares were \$300,722.

4. Omnitrans

Omnitrans is a JPA between 16 cities and the County of San Bernardino. Omnitrans directly operates fixed route service in the San Bernardino Valley and contracts with First Transit to provide ADA complementary paratransit service for seniors and persons with disabilities and their Microtransit service. During Fiscal Year 2020/2021, Omnitrans carried 4,024,294 passengers while providing 496,397 revenue service hours. Operating expenses totaled \$76,886,703 while passenger fares totaled \$7,276,853.

5. Victor Valley Transit Authority (VVTa)

VVTa is a JPA between the Cities of Adelanto, Barstow, Hesperia, and Victorville; the Town of Apple Valley; and the County of San Bernardino. VVTa administration is in-house while operations and maintenance are contracted services through Keolis. During Fiscal Year 2020/2021, VVTa carried 1,467,736 passengers while providing 311,014 revenue service hours. Operating expenses totaled \$28,734,020 while passenger fares totaled \$1,437,854.

EXHIBIT B
PRICE PROPOSAL FOR TIME AND MATERIALS

DRAFT



Price Proposal for Time and Materials

RFP No. 23-1002906

Key Personnel

Name	Classification/Title	Job Function	Estimated Hours	Hourly Rate
Kathy Chambers	Project Manager	Lead Auditor	344	\$ 92\195.00*
Stephanie Roberts	Project Associate	Associate Auditor	272	\$ 72\145.00*
Jill Wyman	Administrative Staff	Clerical	92	\$ 24\50.00*

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Travel	\$	\$3,893.92
	\$	\$

Total Cost Proposal	\$ 115,013.92
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Total cost includes any virtual presentations. In-person presentations can be provided as a cost option at a rate of \$900 per presentation.

MOORE & ASSOCIATES, INC.

Proposer

Allison Moore

Signature of Authorized Person

APRIL 11, 2023

Date

*Fully Loaded Rate

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							
Ray Marquez City of Chino Hills		X	X		X							
Frank Navarro City of Colton				X	X							
Aquanetta Warren City of Fontana		X	X	X	X							
Sylvia Robles City of Grand Terrace			X	X								
Larry McCallon City of Highland		X	X	X								
John Dutrey City of Montclair		X	X	X	X							
Alan Wapner City of Ontario		X	X	X								
L. Dennis Michael City of Rancho Cucamonga		X		X	X							
Rick Denison Town of Yucca Valley		X	X	X	X							
Dawn Rowe Board of Supervisors				X								
Joe Baca, Jr. Board of Supervisors		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