

**AGENDA**  
**Transit Committee Meeting**

**April 11, 2024**

**9:00 AM**

**Location**

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

***Transit Committee Membership***

**Chair**

Rick Denison, Council Member  
*Town of Yucca Valley*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

**Vice Chair**

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*

Ray Marquez, Council Member  
*City of Chino Hills*

Dawn Rowe, Supervisor  
*County of San Bernardino*

Frank Navarro, Mayor  
*City of Colton*

Joe Baca, Jr., Supervisor  
*County of San Bernardino*

Acquanetta Warren, Mayor  
*City of Fontana*

Vacant  
*Valley Board Member*

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

**AGENDA**

**Transit Committee Meeting**

**April 11, 2024  
9:00 AM**

**Location**

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

Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional “*Meeting Procedures*” and agenda explanations are attached to the end of this agenda.

**CALL TO ORDER**

(Meeting Chaired by Rick Denison)

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

**Public Comment**

**Brief Comments from the General Public**

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

## **Possible Conflict of Interest Issues**

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

### **1. Information Relative to Possible Conflict of Interest**

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

Pg. 15

Receive and file Change Order Report.

**Presenter: Victor Lopez**

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

## **DISCUSSION ITEMS**

### **Discussion - Transit**

#### **3. Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agreement**

Pg. 17

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

Approve Amendment No. 2 to Agreement No. 15-1001265, a sub-recipient funding agreement between SBCTA and Omnitrans, adding an additional \$2,033,064 in Omnitrans' Fiscal Year 2025 §5307 grant application to the Federal Transit Administration for SBCTA's Vanpool Subsidy Program.

**Presenter: Nicole Soto**

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

#### **4. Operators Transportation Development Act Triennial Performance Audits for Fiscal Years 2020/2021 - 2022/2023**

Pg. 23

Receive the Transportation Development Act Triennial Performance Audit Reports for Fiscal Years 2020/2021–2022/2023 for the Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans, and Victor Valley Transit Authority.

**Presenter: Nancy Strickert**

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

**5. Award Contract No. 24-1003023 for Transit and Specialized Transportation Services** Pg. 27

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

Approve Contract No. 24-1003023 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Services, in an amount not-to-exceed \$1,506,161.13, to be funded with Transportation Development Act Local Transportation Funds and Measure I Funds, for a five-year term through June 30, 2029.

**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 Enterprise Risk Manager have reviewed this item and the draft contract.**

**6. San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024 Second Quarter** Pg. 62

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024.

**Presenter: Nancy Strickert**

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

**7. Transit and Rail On-Call Right-of-Way Services Contract Amendments** Pg. 93

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

A. Approve Amendment No. 3 to Contract No. 18-1001924 with Epic Land Solutions, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs increasing the contract amount in accordance with Recommendation E.

B. Approve Amendment No. 3 to Contract No. 19-1002007 with Bender Rosenthal, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.

C. Approve Amendment No. 3 to Contract No. 19-1002008 with Overland, Pacific & Cutler, LLC for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.

D. Approve Amendment No. 3 to Contract No. 19-1002009 with Paragon Partners Consultants, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.

E. Approve a total not-to-exceed amount of \$2,000,000.00 for Epic Land Solutions, Inc. (No. 18-1001924), Bender Rosenthal, Inc. (No. 19-1002007), Overland, Pacific & Cutler, LLC (No. 19-1002008), and Paragon Partners Consultants, Inc. (No. 19-1002009), increasing the total Contract authority to be shared among these contracts from \$7,500,000 to \$9,500,000, to be funded with Federal Transit Administration 5309 - American Rescue Plan Stimulus funds.

**Presenter: Joy Buenaflor**

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



**8. Zero-Emission Multiple Unit Program Management Services Contract Task Order No. 7 Amendment to Contract No. 23-1002904 and West Valley Connector Program Management Services Contract Task Order No. 9 to Contract No. 22-1002744** Pg. 107

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

A. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 7 for the Zero-Emission Multiple Unit (ZEMU) Program Management Services with Mott MacDonald Group Inc. (Contract No. 23-1002904) in an amount not-to-exceed \$2,500,000.

B. Authorize the Executive Director, or his designee, to execute Contract Task Order No. 9 for West Valley Connector Program Management Services with WSP USA Inc. (Contract No. 22-1002744) in an amount not-to-exceed \$3,400,000.

C. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 7 over \$500,000, for the ZEMU Program Management Services, for a combined not-to-exceed CTO amount of \$3,500,000.

D. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 9 over \$500,000, West Valley Connector Program Management Services, for a combined not-to-exceed CTO amount of \$4,000,000.

**Presenter: Joy Buenaflor**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager has reviewed this item and the CTOs.**

**9. Use of Upland Surplus Properties Sale Proceeds Update** Pg. 141

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

A. Consider options for allocation of the \$1,595,305.10 revenue from the sale of the properties located at 201-299 East Stowell Street, Assessor's Parcel Number (APN) 1046-605-01; and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, in the City of Upland across from the Upland Metrolink Station (Upland Surplus Properties) and choose an option.

B. Direct staff to effect the chosen option for allocation of said revenue.

**Presenter: Ryan Aschenbrenner**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager and Enterprise Risk Manager have reviewed this item.**

**10. Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation for Program Management/Construction Management Services for the Ontario International Airport Connector Project** Pg. 148

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

A. Approve Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation, for Program Management/Construction Management Services for the Ontario International Airport Connector Project, increasing the authorized budget under Notice to Proceed (NTP) 1 by \$6,538,464, for a revised not-to-exceed amount authorized under NTP 1 to \$17,621,085, to be funded with State Transit Assistance funds previously programmed for the Project.

Agenda Item 10 (Cont.)

B. Approve a contingency to Contract No. 21-1002452, for a not-to-exceed amount of \$885,000, to be funded with State Transit Assistance funds previously programmed for the Project, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

**Presenter: Victor Lopez**

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

**11. Gold Line to Montclair Project Update and Funding Allocation**

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

A. Increase the total allocated funding to the Gold Line to Montclair Project from \$3,000,000 to \$39,000,000, to be funded with Local Transportation Funds, Low Carbon Transit Operations Program funds, and Measure I Valley Metrolink/Rail Service Program funds, which when combined with the \$41,000,000 of 2018 Transit and Intercity Rail Capital Program funds awarded towards the San Bernardino County portion of the Gold Line to Montclair Project provides a total of \$80 million available to the Project as an interim funding step until the design-build contract and other costs are further defined.

B. Direct staff to negotiate a reimbursement agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to fund San Bernardino County's share of the remaining Gold Line to Montclair Project as described in Recommendation A.

C. Consider reallocation of the additional \$36,000,000 of SBCTA formula funds identified in Recommendation A to other SBCTA funded operations and project needs should the design-build contract bid amount exceed the available funding needed to build the Gold Line to the San Bernardino/Los Angeles county line, and should the LACMTA not allocate the additional funding needed by April 1, 2025.

**Presenter: Victor Lopez**

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

**Discussion - Transportation Programming and Fund Administration**

**12. Allocation of Transportation Development Act Funds for Fiscal Year 2024/2025**

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

Adopt Resolution No. 24-014 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2024/2025 and the transmittal of allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

**Presenter: Brianna Martinez**

**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.**

**13. San Bernardino County Transportation Authority Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021 - 2022/2023** Pg. 170

Receive the Transportation Development Act Triennial Performance Audit Report for Fiscal Years 2020/2021 through 2022/2023 for the San Bernardino County Transportation Authority.

**Presenter: Brianna Martinez**

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

**Comments from Board Members**

**Brief Comments from Board Members**

**ADJOURNMENT**

**Additional Information**

Acronym List

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Attendance

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Mission Statement

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The next Transit Committee meeting is scheduled for May 9, 2024.

## Meeting Procedures and Rules of Conduct

**Meeting Procedures** - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

**Accessibility & Language Assistance** - The meeting facility is accessible to persons with disabilities. If assistive listening devices, other auxiliary aids or language assistance services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Accesibilidad y asistencia en otros idiomas** - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) y la oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://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. 3<sup>rd</sup> 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 35 copies to

the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com), no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

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

Your cooperation is appreciated!

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

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

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

### **Amendment or Substitute Motion.**

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

### **Call for the Question.**

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

### **The Chair.**

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

### **Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008*

*Revised March 2014*

*Revised May 4, 2016*

*Revised June 7, 2023*

## *Minute Action*

AGENDA ITEM: 1

**Date:** *April 11, 2024*

**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:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
3	15-1001265-02	Omnitrans	None
5	24-1003023	AMMA Transit Planning, Inc. <i>Heather Menninger Visscher</i> <i>Dennis Brooks</i>	None
7	18-1001924-03	Epic Land Solutions, Inc. <i>Karen Starr</i>	Colliers International David Evans & Associates Psomas Santolucito Dore Group Donna Desmond Associates Desmond, Marcello & Amster Partner Engineering and Science, Inc. J&G Industries
	19-1002007-03	Bender Rosenthal, Inc. <i>David Wraa</i>	Nv5-Butsko Utility Design Commonwealth Land Title Company David Evans & Associates Donna Desmond Associates Hendrickson Appraisal Company Rincon Consultants Santolucito Dore Group Hjelmstrom and Associates



## Transit Committee Agenda Item

April 11, 2024

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7 Cont'd	19-1002008-03	Overland, Pacific & Cutler, LLC <i>Brian Everett</i>	Santolucito Dore Group Hennessey & Hennessey LLC Integra Realty Resource R.P. Laurain & Associates Desmond, Marcello & Amster, LLC Donna Desmond Associates Hodges Lacey & Associates Coast Surveying, Inc Psomas Commonwealth Land Company Interior Demolition Inc. Converse Consultants JM Diaz, Inc. JMD
	19-1002009-03	Paragon Partners Consultants, Inc. <i>Neilia LaValle</i>	BRI Appraisal Commonwealth Land Title Company Del Richardson & Associates, Inc.
8	23-1002904	Mott MacDonald Group, Inc. <i>Ernest Figueroa</i>	DB E.C.O. North America Inc. Engineering Solutions Services Group Delta Consultants, Inc. Gruen Associates HDR Engineering, Inc. Huit-Zollars, Inc. IBI Group Jacobs Engineering Group, Inc. Monument ROW, Inc. Pacific Railway Enterprises, Inc. Zephyr Rail
	22-1002744	WSP USA, Inc. <i>Ali Mir</i>	CR Associates Kal Krishnan Consulting Services, Inc. Lynn Capouya, Inc. LSA Monument ROW, Inc. Pacific Railway Enterprises RSE Corp Twining, Inc. Virginkar & Associates, Inc.

<b>Item No. 9 – Use of Upland Surplus Properties Sale Proceeds Update</b>			
<b>APN#</b>		<b>Property Owners</b>	
APN 1046-605-01		Stowell Villas LP	
APN 1046-605-02		Euclid Housing LP	
APN 1046-605-03		Euclid Housing LP	
10	21-1002452-02	HNTB Corporation <i>Kevin A. Haboian</i>	None
11	Allocation	Gold Line	None
	Reimbursement	Los Angeles County Metropolitan Transportation Authority	None
12	Allocation	San Bernardino County	None

**Financial Impact:**

This item has no direct impact on the annual budget.

**Reviewed By:**

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

**Responsible Staff:**

Victor Lopez, Director of Transit & Rail Programs

Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:

## ***Minute Action***

AGENDA ITEM: 2

***Date:*** April 11, 2024

***Subject:***

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

***Recommendation:***

Receive and file Change Order Report.

***Background:***

The San Bernardino County Transportation Authority has three ongoing construction contracts and one vehicle procurement contract related to Transit and Rail Programs.

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project (WVC) Mainline Construction has had no CCOs executed since the last report.

B. Contract No. 23-1002961 with Proterra Builders, Inc. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade: Equipment Procurement has had no CCOs executed since the last report.

C. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the AMF Hydrogen Fuel Upgrade: AMF Retrofit 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 has no financial impact on the adopted Budget for Fiscal Year 2024/2025.

***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

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Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

<b>Transit and Rail Programs Contracts Executed Change Orders</b>		
Number	Description	Amount
<b>West Valley Connector Mainline Construction Griffith Company (23-1002891)</b>		
	CCO Total	\$0.00
	Approved Contingency	\$11,995,991.00
	Remaining Contingency	\$11,995,991.00
<b>ZEMU - Arrow Maintenance Facility (AMF) Proterra Builders, Inc. (23-1002961)</b>		
Number	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$56,280.21
	Remaining Contingency	\$56,280.21
<b>ZEMU - Arrow Maintenance Facility (AMF) Metro Builders &amp; Engineers Group, Ltd. (23-1002922)</b>		
	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$962,657.10
	Remaining Contingency	\$962,657.10
<b>ZEMU- Vehicle Procurement Stadler (20-1002310)</b>		
Number	Description	Amount
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

Attachment: Print\_Contract Change Order 10170 March 2024 Receive and File Report (10170 : Transit and Rail Programs Contract Change

## *Minute Action*

AGENDA ITEM: 3

**Date:** *April 11, 2024*

**Subject:**

Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agreement

**Recommendation:**

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

Approve Amendment No. 2 to Agreement No. 15-1001265, a sub-recipient funding agreement between SBCTA and Omnitrans, adding an additional \$2,033,064 in Omnitrans' Fiscal Year 2025 §5307 grant application to the Federal Transit Administration for SBCTA's Vanpool Subsidy Program.

**Background:**

In November 2014, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved the development and implementation of a Countywide Vanpool Subsidy Program branded as SB Loop, followed by an action in November 2015 to approve a sub-recipient agreement with Omnitrans to flow \$4,000,000 of Federal Congestion Mitigation and Air Quality funds through the Federal Transit Administration (FTA) to initially fund the program. SB Loop was launched in September 2018 and has generated \$2,033,064 in FTA 5307 revenue through Fiscal Year 2022/2023. The initial FTA seed grant is nearing close out, and the additional FTA 5307 generated funds are requested to be included in Omnitrans 2025 FTA 5307 grant application for ongoing program operations of SB Loop. The program is estimated to generate two dollars in FTA 5307 funds for every one dollar spent on operating expenses.

SB Loop mirrors many other County Transportation Commissions' programs in which the vanpool group receives up to \$600, which is provided directly to the vehicle providers to reduce the cost to rent a vanpool vehicle. In return, the vanpool groups follow SBCTA's program guidelines and provide monthly reporting. The monthly reporting is used to report into the National Transit Database (NTD), which generates additional FTA 5307 revenue for SBCTA. The additional revenue is generated based on vehicle and passenger miles traveled and reported to the FTA NTD which, by formula, increases the amount of FTA 5307 revenue being designated for a specific area. The FTA 5307 funding generated is expected to sustain the program on an on-going basis.

**Financial Impact:**

The Project is included in the adopted Budget for Fiscal Year 2023/2024 and the proposed Budget for Fiscal Year 2024/2025. As a sub-recipient to Omnitrans, SBCTA will receive \$2,033,064 in Federal Transit Administration 5307 funds generated from SBCTA's vanpool program, in Program 30, Transit.

**Reviewed By:**

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

*Entity: San Bernardino County Transportation Authority*

Transit Committee Agenda Item  
April 11, 2024  
Page 2

***Responsible Staff:***

Nicole Soto, Multimodal Mobility Programs Administrator

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Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:

**General Contract Information**

Contract No: 15-1001265 Amendment No.: 2  
 Contract Class: Receivable Department: Transit  
 Customer ID: OMNI FTA Customer Name: Omnitrans  
 Description: Sub-Recipient Funding Agreement for SBCTA Vanpool Program  
 List Any Accounts Payable Related Contract Nos.: 15-1001265 (A/P)

**Dollar Amount**

Original Contract	\$ 4,000,000.00	Original Contingency	\$ -
Prior Amendments	\$ -	Prior Amendments	\$ -
Prior Contingency Released	\$ -	Prior Contingency Released (-)	\$ -
Current Amendment	\$ 2,033,064.00	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$ 6,033,064.00</b>	<b>Total Contingency Value</b>	<b>\$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>		<b>\$ 6,033,064.00</b>	

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 5/1/2024 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Federal \_\_\_\_\_ Funding Agreement \_\_\_\_\_ N/A

**Accounts Receivable**

Total Contract Funding: \$ 6,033,064.00 Funding Agreement No: 15-1001265  
 Beginning POP Date: 11/5/2015 Ending POP Date: 12/31/2039 Final Billing Date: 6/30/2040  
 Expiration Date: 12/31/2039 Fund Admin: Yes  
 Parent Contract 15-1001265 PM Description Vanpool Program CMAQ flex tracking Agreement w/ Omnitrans  
 Z-Related Contracts 16-1001446

Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2122	30	0383	0000	42107020	6,033,064.00
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Nicole Soto  
Project Manager (Print Name)

Victor Lopez  
Task Manager (Print Name)

Additional Notes:

Attachment: CSS - A/R [Revision 1] (10167 : Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-

General Contract Information

Contract No: 15-1001265 Amendment No.: 2  
Contract Class: Payable Department: Transit  
Vendor No.: 01568 Vendor Name: Omnitrans  
Description: Sub-Recipient Funding Agreement for SBCTA Vanpool Program - Payable

Dollar Amount					
Original Contract	\$	160,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment			Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>160,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>160,000.00</b>

Contract Authorization

Board of Directors Date: 5/1/2024 Committee Item #

Contract Management (Internal Purposes Only)

Administrative (internal tracking only) Sole Source? N/A N/A  
Federal Funding Agreement N/A

Accounts Payable

Estimated Start Date: 11/5/2015 Expiration Date: 12/31/2039 Revised Expiration Date:

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 2122	30	0383	0000	52001	42107020		FTA 5307 CA-2017-040-00	160,000.00	-
GL:								160,000.00	-
GL:								-	-
GL:								-	-
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GL:								-	-

Nicole Soto Victor Lopez  
Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: CSS - A/P (10167 : Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agmt)



**AMENDMENT NO. 2 TO CONTRACT NO. 15-1001265**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**OMNITRANS**  
**FOR**  
**FUNDING AGREEMENT FOR COUNTY WIDE VANPOOL PROGRAM**

This Amendment No. 2 to Contract No. 15-1001265 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Omnitrans, a Joint Powers Authority (“Omnitrans”) whose address is 1700 W. Fifth Street, San Bernardino, CA 92411. SBCTA and Omnitrans are each a “Party” and collectively the “Parties”.

**RECITALS**

- A. On November 5, 2015, San Bernardino County Transportation Authority (“SBCTA”) and Omnitrans entered into Contract No. 15-1001265 (“Contract”), setting forth the terms and conditions for a Funding Agreement for SBCTA’s County Wide Vanpool Program; and
- B. On May 2, 2022, the Parties executed Amendment No. 1 to Contract, modifying the contract term and administrative expense obligations, and updating references to San Bernardino Associated Governments (SANBAG) to SBCTA; and
- C. SBCTA and OMNITRANS desire to modify the obligations of Omnitrans.

**NOW, THEREFORE**, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and Omnitrans agree as follows:

1. Section 1. Obligations of Omnitrans Sub-Sections a. and b. are deleted in their entirety and replaced with the following:

“a. As the FTA Grantee:

- Omnitrans has completed SBCTA’s request for \$4,000,000 of CMAQ funding in Omnitrans’ Fiscal Year 2016 FHWA fund transfer request to Caltrans and subsequently in Omnitrans’ Fiscal Year 2016 §5307 grant application to the FTA with respect to obtaining funding for the PROGRAM.
- Omnitrans shall include SBCTA’s request for \$2,033,064 of funding in Omnitrans’ Fiscal Year 2025 §5307 grant application to the FTA with respect to obtaining funding for the PROGRAM.

A portion of the §5307 grant applications will be for the benefit of SBCTA, as a Subgrantee.

- b. In accordance with MAP-21 Section 1580 as established under Section 120(i) of the Title 23 of the United States Code (USC) which authorizes the use of certain toll revenue expenditures as a credit toward the non-federal matching share for transit programs authorized by Chapter 53 of Title 49 of the USC, Omnitrans will identify the use of toll credits on the fund transfer request to Caltrans and subsequently in Omnitrans’ §5307 grant applications to the FTA as follows:

- Fiscal Year 2016 §5307 grant application to the FTA –SBCTA is utilizing toll credits in lieu of the required 11.47% local match obligation, \$458,800; and
- Fiscal Year 2025 §5307 grant application to the FTA – SBCTA is utilizing toll credits in lieu of the 20% local match obligation, \$406,613.”

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 2, all other provisions of the Contract, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 2 is effective upon execution by SBCTA.

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

**OMNITRANS**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Erin Rogers,  
CEO/General Manager

By: \_\_\_\_\_  
Dawn M. Rowe,  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Steven DeBaun  
General Counsel

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Attachment: 15-1001265-2 (10167 : Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agmt)

## *Minute Action*

AGENDA ITEM: 4

***Date:*** April 11, 2024

***Subject:***

Operators Transportation Development Act Triennial Performance Audits for Fiscal Years 2020/2021 - 2022/2023

***Recommendation:***

Receive the Transportation Development Act Triennial Performance Audit Reports for Fiscal Years 2020/2021–2022/2023 for the Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans, and Victor Valley Transit Authority.

***Background:***

In order to continue receipt of Transportation Development Act (TDA) funding, the California Public Utilities Code Sections 99246(a) and 99248 require that San Bernardino County Transportation Authority (SBCTA) designate an entity, other than itself, to perform triennial performance reviews on each of the transit operators that receive TDA funding, including SBCTA. These audits are subsequently submitted to the California Department of Transportation (Caltrans).

On July 5, 2023, the SBCTA Board of Directors approved Contract No. 23-100296 with Moore and Associates to conduct the triennial performance reviews of SBCTA and the following transit operators/claimants: Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans, and Victor Valley Transit Authority.

Attachment A is the executive summary for each bus transportation operator’s Fiscal Year (FY) 2020/2021-2022/2023 Triennial Performance Audit, which includes a review of compliance with TDA requirements, status of prior audit recommendations, and a functional review. The complete audits are being provided as support material to this agenda item. Below is the summary by agency of the prior audit recommendations, status, and the current FY 2020/2021-2022/2023 audit recommendations. SBCTA’s triennial performance review will be presented in a separate item at the April Transit Committee meeting.

**Mountain Area Regional Transit Authority (Mountain Transit)**

Prior Audit Recommendations and Status

1. Use the TDA guidelines when calculating full-time employee (FTE) equivalents.  
Status: Implemented
  
2. Ensure timely completion and submittal of the Transit Operators Financial Transaction Report to the State Controller.  
Status: Partially Implemented

In FY 2022/2023, Mountain Transit’s State Controller Report had not been submitted by the January 31, 2024 deadline and was submitted two weeks late. Of the three years, only FY 2022/2023 had a late submittal. Recommended action is two parties (Mountain Transit Entity: San Bernardino County Transportation Authority

## Transit Committee Agenda Item

April 11, 2024

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and Auditors) should then touch base in early January at the latest to ensure the auditor has what it needs to prepare the report. This should minimize confusion regarding expectations and ensure ample time to prepare and submit the report on time.

3. Continue pursuit of potential revenue agreements and cooperative partnerships as part of the resetting of Mountain Transit operations.  
Status: Implemented

### Current Recommendations

The audit team identified one functional finding. While this finding is not a compliance finding, the audit team believed it warranted inclusion in the report.

1. Develop a comprehensive procurement handbook (Medium Importance).  
**Auditors Comments:** During the site visit, staff indicated that while Mountain Transit does have a procurement policy, it does not have a comprehensive procurement handbook. Such a resource would provide guidance for different types of procurements and help ensure compliance for Federal Transit Administration (FTA) -assisted contracts and purchases. Mountain Transit should draw upon its existing purchasing and procurement policies and practices and document them in a procurement handbook. It should also address requirements for FTA-assisted procurements, small and micro-purchases, sole source, and informal processes.

## **Morongo Basin Transit Authority (Basin Transit)**

### Prior Audit Recommendations and Status

1. Ensure accident, incident and road call data are reported in TransTrack Manger.  
Status: Implemented
2. Consider merits of procuring new fleet management software that would be compatible with other programs used by Basin Transit.  
Status: Implemented
3. Consult and collaborate with peer transit agencies regarding the implementation of Zero Emission Vehicle technologies.  
Status: Implemented

### Current Recommendations

Based on discussions with Basin Transit staff, analysis of program performance, and a review of program compliance and function, the audit team did not have any non-compliance or functional findings.

## **City of Needles - Needles Area Transit (NAT)**

### Prior Audit Recommendations and Status

1. Ensure timely completion and submittal of the Transit Operators Financial transaction Reports to the State Controller.  
Status: Implemented

San Bernardino County Transportation Authority

2. Ensure key performance indicators as accidents, incidents, road calls, and deadhead service data are reported in TransTrack Manager.  
Status: Implemented
3. Reinstate the Google Transit trip planning tool on the Needles Transit Services web page.  
Status: Implementation in progress

The city is currently in the process of moving the entire transit webpage to an independent website – needlestransit.com – that will be funded by SBCTA and hosted and maintained by an SBCTA contractor. The city's website will have a link to connect to the transit website once it is up and running which should be within the next few months.

#### Current Recommendations

1. Use of the TDA definition of FTE employee could not be confirmed.

**Auditor Comments:** Ensure both the City and Transportation Concepts document all hours worked related to transit beginning with FY 2022/2023. City administrative hours may need to be allocated between fixed-route (general operations) and demand-response (specialized services) based on either actual work performed or a formula based on vehicle service hours by mode.

#### **Omnitrans**

##### Prior Audit Recommendations and Status

1. Continue pursuit of potential revenue agreements and cooperative partnerships as part of Omnitrans' revenue enhancement strategy.  
Status: Implemented
2. Continue evaluation of technology solutions and integration of administrative and operational functions.  
Status: Implemented

#### Current Recommendations

The audit team identified one functional finding. While this finding is not a compliance finding, the audit team believed it warranted inclusion in the report.

1. Omnitrans has been unable to return to full service levels due to staffing shortage.

**Auditor Comments:** Continue to evaluate recruitment and hiring practices, salary, and benefit structures, and other factors to encourage successful hiring and retention.

While a significant amount of effort has already been undertaken with respect to this issue, it is sufficiently critical to continue work on addressing the workforce shortage that it warrants inclusion in this audit. Omnitrans will not be able to fully recover from the COVID-19 pandemic – including restoring service to the desired levels based on post-COVID service planning.

**Victor Valley Transit Authority (VVTA)**  
Prior Audit Recommendations and Status

1. Calculate FTE equivalents using TDA definitions.  
Status: Implemented
  
2. Continue pursuit of potential revenue agreements and cooperative partnerships as part of VVTA’s revenue enhancement strategy.  
Status: Implemented

Current Recommendations

Based on discussions with VVTA staff, analysis of program performance, and a review of program compliance and function, the audit team did not have any non-compliance or functional findings.

***Financial Impact:***

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

***Reviewed By:***

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

***Responsible Staff:***

Nancy Strickert, Transit Manager

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Approved  
Transit Committee  
Date: April 11, 2024  
Witnessed By:

## *Minute Action*

AGENDA ITEM: 5

***Date:*** April 11, 2024

***Subject:***

Award Contract No. 24-1003023 for Transit and Specialized Transportation Services

***Recommendation:***

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

Approve Contract No. 24-1003023 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Services, in an amount not-to-exceed \$1,506,161.13, to be funded with Transportation Development Act Local Transportation Funds and Measure I Funds, for a five-year term through June 30, 2029.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 24-1003023 on January 8, 2024, seeking firms knowledgeable and experienced to provide Transit and Specialized Transportation Planning Services. The RFP notification for this project was received by 604 consultants registered on PlanetBids and was downloaded by 42 firms.

On January 25, 2024, SBCTA received one proposal, from AMMA Transit Planning, Inc. The Procurement Analyst reviewed the proposal for responsiveness and determined that the proposal was responsive. The Project Manager reviewed the proposal and determined that AMMA Transit Planning, Inc.'s proposal aligned with SBCTA's Scope of Work.

The Procurement Analyst reached out to prospective bidders to research reasons as to why they did not ultimately submit a proposal and most of the responses were simply due to no interest in pursuing this project.

Pursuant to SBCTA's Procurement Policy No. 11000, on February 26, 2024, a request was made to the Executive Director to move forward with the single proposal from AMMA Transit Planning Inc., and the request was approved. AMMA Transit Planning Inc., currently provides similar consulting assistance to SBCTA's sister agency, Riverside County Transportation Commission, specifically relating to the grant capital program, Title VI, and the coordination of plans, formal public hearings, and annual transportation reports.

In conclusion, staff recommends AMMA Transit Planning, Inc. be awarded a contract, in the amount not-to-exceed \$1,506,161.13, for a term beginning July 1, 2024 through June 30, 2029, to be funded with Transportation Development Act (TDA) Local Transportation Funds (LTF) administrative and planning funds, and Measure I Valley and Victor Valley Funds.

SBCTA will utilize this contract to manage the TDA annual Public Hearings and Public and Specialized Transit Advisory Coordinating Council, assist with the administration of the Federal Transit Administration (FTA) Section 5310 Capital Grant Program and Title VI requirements, update the Public Transit/Human Service Transportation Coordination Plan required by FTA, and provide general technical assistance related to transit. Additionally, the Transit and

*Entity: San Bernardino County Transportation Authority*

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Specialized Transportation Planning Services contract allows SBCTA to continue to help the five transit operators with their Title VI requirements, Short Range Transit Plans, and technical assistance related to FTA and the California Department of Transportation (Caltrans). The Scope of Work also includes providing support to the Multimodal Working Group. SBCTA has created the Multimodal Working Group, which is comprised of all five transit operators and Metrolink. During the past two years, this working group has implemented new initiatives focusing on increasing transit ridership, informing the public about transit options, and ways to further improve the customer experience.

**Financial Impact:**

The Project is included in the proposed Budget for Fiscal Year 2024/2025 and funded with Transportation Development Act Local Transportation Funds, and Measure I Funds, in Program 30, Transit.

**Reviewed By:**

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

**Responsible Staff:**

Nancy Strickert, Transit Manager

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Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:



**General Contract Information**

Contract No: 24-1003023 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Transit  
 Vendor No.: 00130 Vendor Name: AMMA TRANSIT PLANNING, INC.  
 Description: TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	1,506,161.13	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>1,506,161.13</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,506,161.13</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 5/1/2024 \_\_\_\_\_ 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: 7/1/2024 Expiration Date: 6/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	1,506,161.13	\$	-
GL	4180	30	0314	0320	52001		MSI Valley Fund		56,482.00		-
GL	4280	30	0314	0320	52001		MSI VV Fund		18,828.00		-
GL									-		-
GL	4180	30	0314	0340	52001		MSI Valley Fund		225,925.00		-
GL	4280	30	0314	0340	52001		MSI VV Fund		75,309.00		-
GL									-		-
GL	1030	30	0309	0309	52001		LTF - Admin		282,404.00		-
GL	1035	30	0309	0309	52001		LTF - Rail		847,213.13		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-

Nancy Strickert  
 Project Manager (Print Name)

Victor Lopez  
 Task Manager (Print Name)

Additional Notes: \_\_\_\_\_

Attachment: 24-1003023 CSS [Revision 1] (10422 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

**CONTRACT NO. 24-1003023****BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

**AMMA TRANSIT PLANNING, INC.**

**FOR****TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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. 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 Nancy Strickert, 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, 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, 2029, 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 Million, Five Hundred Six Thousand, One Hundred Sixty-One Dollars and Thirteen Cents (\$1,506,161.13). 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 INTENTIONALLY OMITTED.

- 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 prepared in accordance with the 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 10<sup>th</sup>. 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](mailto: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 INTENTIONALLY OMITTED.

#### **ARTICLE 5. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 6. AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7. PERMITS AND LICENSES**

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

## **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, 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. 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 Project Manager. 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:

<b>Name</b>	<b>Job Classification/Function</b>
Dennis Brooks	Project Manager
Valerie Mackintosh	Outreach and Promotion Manager
Heather Menninger	Senior Advisor on Multimodal Transportation

## **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. 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.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 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 \$4,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:

- Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
- CONSULTANT shall secure and maintain “tail” coverage for a minimum of Five (5) years after Contract completion.

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 (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage.
- If a general aggregate applies, it shall apply separately to this project/location. The 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 **\$2,000,000** 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. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Intentionally Omitted.

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 43, or if not available, then an ISO Form most closely equivalent, 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-CONSULTANTS to pay, all deductibles, co-pay

obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 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 insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall

not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted.
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

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

## **ARTICLE 22. INDEMNITY**

22.1 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 to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, 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 any Indemnitee(s) 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 Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

## **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.



<b>To CONSULTANT</b>	<b>To SBCTA</b>
19069 Van Buren Blvd. Suite 114-378	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Riverside, CA 92508	<b>San Bernardino, CA 92410-1715</b>
Attn: Heather Menninger	<b>Attn: Nancy Strickert</b>
Email: heather@ammatransitplanning.com	<b>Email: nstrickert@gosbcta.com</b>
Phone: 951-784-1333	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Dennis Brooks	<b>Copy: Procurement Manager</b>
Email: dbrooks@ammatransitplanning.com	<b>Email: procurement@gosbcta.com</b>

### **ARTICLE 33. DISPUTES**

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

### **ARTICLE 34. GRATUITIES**

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

### **ARTICLE 35. REVIEW AND ACCEPTANCE**

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

### **ARTICLE 36. CONFIDENTIALITY**

See Article 17.

### **ARTICLE 37. EVALUATION OF CONSULTANT**

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

may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

#### **ARTICLE 38. SAFETY**

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

#### **ARTICLE 39. DRUG FREE WORKPLACE**

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

#### **ARTICLE 40. ASSIGNMENT**

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

#### **ARTICLE 41. AMENDMENTS**

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

#### **ARTICLE 42. PREVAILING WAGES**

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

#### **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-----

Attachment: 24-1003023 (10422 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)



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

**AMMA TRANSIT PLANNING, INC.,  
A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Heather Menninger Visscher  
President

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Dennis Ray Brooks, Sr.  
Secretary

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_

Attachment: 24-1003023 (10422 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

**EXHIBIT A  
SCOPE OF WORK**

**TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES**

San Bernardino County Transportation Authority (SBCTA), has planning, coordination and project approval responsibility for five public transit operators including Omnitrans, Victor Valley Transit Authority, Basin Transit, Mountain Transit, and Needles Area Transit.

SBCTA is seeking a professional consultant team to assist with Transit and Specialized Transportation Planning Services. The project may include providing support and administration of the Public and Specialized Transportation Advisory Coordinating Council (PASTACC), annual Transportation Development Act annual Public Hearings, Federal Transit Administration (FTA) Section 5310 Capital Grant Program, updating the Public Transit/Human Service Transportation Coordination Plan required by FTA, Title VI requirements, Short Range Transit Plans, technical assistance related to FTA and Caltrans, Multimodal Working group and general technical assistance related to public transit.

Scope of work:

1. Consultant Services – The Consultant shall be responsible for supporting SBCTA’s public and specialized transportation planning efforts including the following:
  - a. Providing support to the PASTACC, including seeking relevant topics for PASTACC meetings and presenting content, preparing and mailing/distribution of meeting agenda notices and providing support materials and services.
  - b. Provide support to the Multimodal Working group and for SBCTA’s multimodal initiatives which includes, but not limited to, project development and oversight, technical assistance, creative development and copywriting, marketing and multi-media advertising. This would also include direct payment from Consultant to vendor(s) for the digital marketing costs.
  - c. Collect data from transit operators and non-profits to create a Quarterly Countywide Performance Report.
  - d. Assist in conducting the annual Transportation Development Act Public Hearing, including development and mailing of hearing notices, attending hearings, summarizing testimony received and developing responses to the testimony, notifying those testifying of the responses and when the formal findings will be adopted, and coordinating with SBCTA in preparing the annual submittal of the Public Hearing process to the State.
  - e. Distribute information to eligible agencies for the FTA Section 5310 Capital Grant Program, assist potential applicants, convene the Local Review Panel to review and score applications, develop a list of projects recommended for approval and programming by the Board of Directors.

- f. Provide technical assistance for Title VI to San Bernardino County transit operators and non-profits.
- g. Provide technical assistance and documentation for SBCTA's Civil Rights Program. This will include Title VI, Disadvantaged Business Enterprise Program (DBE), Limited English Proficiency (LEP) and Equal Employment Opportunity Program to ensure on an ongoing basis that the agency is meeting all requirements under all local, state and federal laws, specifically to the FTA.
- h. Provide technical assistance to public and specialized transit operators with respect to the implementation of the Americans with Disabilities Act to ensure compliance, monitor legal issues and proposed regulatory changes.
- i. Coordinate and represent SBCTA with state and national specialized transit organizations.
- j. Assist in the development of services and/or programs recommended in the Public Transit/Human Services Transportation Coordination Plan, including the review of competitively sought proposals for the recommended services and/or programs.
- k. Provide technical assistance with Short Range Transit Plans to public and specialized transit operators as requested by SBCTA.
- l. Monitor transit and specialized transit initiatives including training for general public and human services providers.
- m. Provide technical content to SBCTA and transit operators for grant applications related to specialized transportation services.
- n. Provide general technical assistance to SBCTA and public and specialized transit operators as requested by SBCTA.

# EXHIBIT B

## Cost/Price Form for Cost Plus Fixed Fee RFP

5.d

Consultant AMMA Transit Planning, Inc.

Contract No. (RFP) 24-1003023

Date 2/2/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Dennis Brooks	2,357	59.84	59.84	\$59.84	\$141,042.88
Public Engagement Manager	Valerie Mackintosh	2,050	59.84	59.84	\$59.84	\$122,672.00
Senior Advisor	Heather Menninger Visscher	250	82.74	82.74	\$82.74	\$20,685.00
Intern	TBD	140	25.00	35.00	\$30.00	\$4,200.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

<b>Labor Costs</b>			
a) Subtotal Direct Labor Costs		\$	<u>\$288,599.88</u>
b) Anticipated Salary Increases (see page 2 for sample)		\$	<u>16,572.79</u>
	<b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	\$	<u>305,172.67</u>
<b>Fringe Benefits</b>			
d) Fringe Benefits (Rate <u>59.800%</u> )		\$	<u>182,493.26</u>
	<b>e) Total Fringe Benefits [(c)x(d)]</b>	\$	<u>182,493.26</u>
<b>Indirect Costs</b>			
f) Overhead (Rate <u>        </u> %)	g) Overhead [(c)x (f)]	\$	<u>-</u>
h) General and Administrative (Rate <u>75.700%</u> )	i) Gen & Admin [(c) x (h)]	\$	<u>231,015.71</u>
	<b>j) Total Indirect Costs [(g)+(i)]</b>	\$	<u>231,015.71</u>
<b>Fixed Fee (Profit)</b>			
n) (Rate <u>10.00%</u> )	<b>k) Fixed fee [ (c) + (e) + (j)] x (n)</b>	\$	<u>71,868.16</u>
<b>Total Loaded Labor Costs</b>			<u>790,549.80</u>
<b>Other Direct Costs (ODC)</b>			
l) Travel/Mileage/Per Diem Costs (supported by consultant actual costs)		\$	<u>5,000.00</u>
m) Supplies, Incentives, Printing, Mailings, Translations, Interpretation, Editing, Technology, Graphics (itemize)		\$	<u>60,150.00</u>
n) Vendor payments/costs for campaign advertising - digital, print and radio		\$	<u>250,000.00</u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$	<u>400,461.33</u>
	<b>p) Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>	\$	<u>715,611.33</u>
	<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>	\$	<u>1,506,161.13</u>

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

Attachment: 24-1003023 Exhibit B (10422 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

Consultant AMMA Transit Planning, Inc. Contract No. (RFP) 24-1003023 Date 2/2/2024

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 288,599.88 /	4797 =	\$ 60.16	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 60.16 +	3%	=	\$ 61.96	Year 2 Avg Hourly Rate
Year 2	\$ 61.96 +	3%	=	\$ 63.82	Year 3 Avg Hourly Rate
Year 3	\$ 63.82 +	3%	=	\$ 65.73	Year 4 Avg Hourly Rate
Year 4	\$ 65.73 +	3%	=	\$ 67.70	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	28.0% *	4797 =	1343.2	Estimated Hours Year 1
Year 2	16.0% *	4797 =	767.5	Estimated Hours Year 2
Year 3	18.0% *	4797 =	863.5	Estimated Hours Year 3
Year 4	18.0% *	4797 =	863.5	Estimated Hours Year 4
Year 5	20.0% *	4797 =	959.4	Estimated Hours Year 5
Total	100.0%	Total =	4797	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 60.16 *	1343.2 =	\$ 80,804.51	Estimated Hours Year 1
Year 2	\$ 61.96 *	767.5 =	\$ 47,555.54	Estimated Hours Year 2
Year 3	\$ 63.82 *	863.5 =	\$ 55,106.02	Estimated Hours Year 3
Year 4	\$ 65.73 *	863.5 =	\$ 56,755.23	Estimated Hours Year 4
Year 5	\$ 67.70 *	959.4 =	\$ 64,951.38	Estimated Hours Year 5
		Total Direct Labor Cost with Escalation =	\$ 305,172.67	
		Direct Labor Subtotal before Escalation =	\$ 288,599.88	
		Estimated Total of Direct Labor Salary Increase =	\$ 16,572.79	Transferred to page 1

Notes:

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

Attachment: 24-1003023 Exhibit B (10422 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

Contract: (RFP) 24-1003023 Date: 2/2/2024

Detail Sheet								
Task Description			Consultant					
			AMMA Transit Planning, Inc.					
A	B	C	D	E	F	G	H	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Public Engagement Manager	Senior Advisor	Intern	0	Total Hours
1	a	Quarterly PASTACC Support	240.0	240.0				480.0
2	b	Multimodal Working Group Support	175.0	260.0	30.0			465.0
3	c	Quarterly Countywide Transit Performance Data & Report	350.0	300.0	10.0			660.0
4	d	Annual TDA Unmet Needs Hearing & Annual Report	200.0	100.0				300.0
5	e	5310 Grant Program Support - 2 Cycles	280.0	40.0		80.0		400.0
6	f	Title VI Program for Operators	60.0	250.0				310.0
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA	40.0	140.0				180.0
8	h	ADA Compliance Technical Assistance	80.0	0.0				80.0
9	i	Represent SBCTA with National, State & Local Organizations	120.0	60.0	40.0			220.0
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation	180.0	240.0	60.0	20.0		500.0
11	k	Short Range Transit Plan Technical Assistance	220.0	80.0	40.0			340.0
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums	32.0	40.0	10.0			82.0
13	m	Grant Technical Content Provision	180.0	120.0		20.0		320.0
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings	200.0	180.0	60.0	20.0		460.0
15								0.0
Total Hours			2,357.0	2,050.0	250.0	140.0	0.0	4,797.0

Attachment: 24-1003023 Exhibit B (10422 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

Contract: (RFP) 24-1003023 Date: 2/2/2024

Detail Sheet												
Task Description			Consultant									
0			AMMA Transit Planning, Inc.									
A	B	C	D	D1	E1	F1	G1	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	\$ 59.84	\$ 59.84	\$ 82.74	\$ 30.00		135.50%	10.00%		Escalated Total Labor Cost
				Project Manager	Public Engagement Manager	Senior Advisor	Intern	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	
1	a	Quarterly PASTACC Support	240.0	\$ 14,361.60	\$ 14,361.60	\$ -	\$ -	\$ 28,723.20	\$ 38,919.94	\$ 6,764.31	\$ 74,407.45	\$ 78,680.2
2	b	Multimodal Working Group Support	175.0	\$ 10,472.00	\$ 15,558.40	\$ 2,482.20	\$ -	\$ 28,512.60	\$ 38,634.57	\$ 6,714.72	\$ 73,861.89	\$ 78,103.3
3	c	Quarterly Countywide Transit Performance Data & Report	350.0	\$ 20,944.00	\$ 17,952.00	\$ 827.40	\$ -	\$ 39,723.40	\$ 53,825.21	\$ 9,354.86	\$ 102,903.47	\$ 108,812.6
4	d	Annual TDA Unmet Needs Hearing & Annual Report	200.0	\$ 11,968.00	\$ 5,984.00	\$ -	\$ -	\$ 17,952.00	\$ 24,324.96	\$ 4,227.70	\$ 46,504.66	\$ 49,175.1
5	e	5310 Grant Program Support - 2 Cycles	280.0	\$ 16,755.20	\$ 2,393.60	\$ -	\$ 2,400.00	\$ 21,548.80	\$ 29,198.62	\$ 5,074.74	\$ 55,822.17	\$ 59,027.7
6	f	Title VI Program for Operators	60.0	\$ 3,590.40	\$ 14,960.00	\$ -	\$ -	\$ 18,550.40	\$ 25,135.79	\$ 4,368.62	\$ 48,054.81	\$ 50,814.3
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA	40.0	\$ 2,393.60	\$ 8,377.60	\$ -	\$ -	\$ 10,771.20	\$ 14,594.98	\$ 2,536.62	\$ 27,902.79	\$ 29,505.1
8	h	ADA Compliance Technical Assistance	80.0	\$ 4,787.20	\$ -	\$ -	\$ -	\$ 4,787.20	\$ 6,486.66	\$ 1,127.39	\$ 12,401.24	\$ 13,113.3
9	i	Represent SBCTA with National, State & Local Organizations	120.0	\$ 7,180.80	\$ 3,590.40	\$ 3,309.60	\$ -	\$ 14,080.80	\$ 19,079.48	\$ 3,316.03	\$ 36,476.31	\$ 38,570.9
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation	180.0	\$ 10,771.20	\$ 14,361.60	\$ 4,964.40	\$ 600.00	\$ 30,697.20	\$ 41,594.71	\$ 7,229.19	\$ 79,521.10	\$ 84,087.5
11	k	Short Range Transit Plan Technical Assistance	220.0	\$ 13,164.80	\$ 4,787.20	\$ 3,309.60	\$ -	\$ 21,261.60	\$ 28,809.47	\$ 5,007.11	\$ 55,078.17	\$ 58,241.0
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums	32.0	\$ 1,914.88	\$ 2,393.60	\$ 827.40	\$ -	\$ 5,135.88	\$ 6,959.12	\$ 1,209.50	\$ 13,304.50	\$ 14,068.5
13	m	Grant Technical Content Provision	180.0	\$ 10,771.20	\$ 7,180.80	\$ -	\$ 600.00	\$ 18,552.00	\$ 25,137.96	\$ 4,369.00	\$ 48,058.96	\$ 50,818.7
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings	200.0	\$ 11,968.00	\$ 10,771.20	\$ 4,964.40	\$ 600.00	\$ 28,303.60	\$ 38,351.38	\$ 6,665.50	\$ 73,320.48	\$ 77,530.8
15			0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours			2,357.0	\$ 141,042.88	\$ 122,672.00	\$ 20,685.00	\$ 4,200.00	\$ 288,599.88	\$ 391,052.84	\$ 67,965.27	\$ 747,617.99	\$ 790,549.8

Attachment: 24-1003023 Exhibit B (10422 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

# Sub-Consultant Hours Detail Sheet

Contract: (RFP) 24-1003023		Date: 2/2/2024																																	
Detail Sheet		Task Description																																	
		Consultant							Jarrett Walker + Associates													Fehr & Peers							Young Visionaries						AI
Row	WBS Number	Dan Boyle & Associates	Transit Marketing	Write On The Spot	Transit Happy	THINK Graphic Design	Principal 2 and Proj Manager	Principal 1 and Proj Manager	Sr. Associate DC	Sr. Associate Portland	Associate DC	Principal	Senior Associate	Associate	Senior Engineer/ Planner	Engineer/ Planner	Senior Engineering Technician	Senior Project Accountant	Senior Project Coordinator	Project Coordinator	Technician	Intern	Executive Director	Administrative Director	Program Director	Community Engagement Expert	Film Director	Mentor - Youth Recruiter	Mentor - Youth Recruiter	Total Hours					
1	a	Quarterly PASTACC Support														40.0														40					
2	b	Multimodal Working Group Support	40.0	40.0	425.0	225.0																	24.0	24.0	80.0	40.0	120.0	40.0	40.0	1,098					
3	c	Quarterly Countywide Transit Performance Data & Report			50.0	90.0																								140					
4	d	Annual TDA Unmet Needs Hearing & Annual Report																												0					
5	e	5310 Grant Program Support - 2 Cycles																												0					
6	f	Title VI Program for Operators																												0					
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA					50.0																							50					
8	h	ADA Compliance Technical Assistance																												0					
9	i	Represent SBCTA with National, State & Local Organizations																												0					
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation		80.0	50.0	30.0		50.0															8.0	16.0		40.0		20.0	20.0	354					
11	k	Short Range Transit Plan Technical Assistance	20.0					80.0									40.0													140					
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums	24.0	24.0		60.0	70.0					50.0	50.0																	278					
13	m	Grant Technical Content Provision					30.0								60.0															90					
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings		24.0	80.0	220.0	225.0							60.0			40.0													779					
																														0					
		<b>Total Hours</b>	44.0	88.0	200.0	805.0	640.0	80.0	260.0	0.0	0.0	0.0	50.0	0.0	110.0	0.0	100.0	120.0	0.0	0.0	0.0	0.0	32.0	40.0	80.0	80.0	120.0	60.0	60.0	2,969					



Sub-Consultant Cost Detail Sheet

Contract: (RFP) 24-1003023	Date: 2/2/2024	Detail Sheet	Task Description	Consultant	Dan Boyle & Associates	Transit Marketing	Write On The Spot	Transit Happy	THINK Graphic Design	Jarrett Walker + Associates							Fehr & Peers							Young Visionaries							Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost	Direct Expense	Total Cost																				
Row	WBS Number	Drawing or Item of Work - Titles	President	Senior Advisor	Public Engagement Support	Marketing Consultant	Graphic Designer	Principal 2 and Proj Manager	Principal 1 and Proj Manager	Pr. Associate DC	Pr. Associate Portland	Associate	Intern	Principal	Senior Associate	Associate	Senior Engineer/Planner	Senior Engineer/Planner	Senior Project Engineering Technician	Senior Project Accountant	Senior Project Coordinator	Project Coordinator	Technician	Intern	Executive Director	Administrative Director	Program Director	Community Engagement Expert	Community Engagement Expert	Film Director	Senior Youth Recruiter	Senior Youth Recruiter																									
1	a	Quarterly PASTACC Support																																		\$1,711.60	\$3,141.13	\$485.27	\$5,338.00	\$5,898.93	\$0.00	\$5,898.93															
2	b	Multimodal Working Group Support		\$4,800.00	\$3,000.00	\$36,125.00	\$24,750.00																		\$1,680.00	\$960.00	\$4,000.00	\$1,200.00	\$4,200.00	\$1,160.00	\$1,160.00											\$83,035.00	\$23,211.00	\$0.00	\$106,246.00	\$106,170.19	\$27,180.00	\$133,350.19									
3	c	Quarterly Countywide Transit Performance Data & Report				\$4,250.00	\$9,900.00																																																		
4	d	Annual TDA Unmet Needs Hearing & Annual Report																																																							
5	e	SB10 Grant Program Support - 2 Cycles																																																							
6	f	Title VI Program for Operators																																																							
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA											\$3,182.50																																												
8	h	ADA Compliance Technical Assistance																																																							
9	i	Represent SBCTA with National, State & Local Organizations																																																							
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation			\$6,000.00	\$4,250.00	\$3,300.00					\$2,687.50			\$1,461.20											\$560.00	\$640.00		\$1,200.00		\$580.00	\$580.00																									
11	k	Short Range Transit Plan Technical Assistance	\$1,070.00								\$4,300.00																																														
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums	\$2,364.00	\$2,880.00		\$5,100.00	\$7,700.00								\$5,839.00		\$3,149.00																																								
13	m	Grant Technical Content Provision																																																							
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings		\$2,880.00	\$6,000.00	\$18,700.00	\$24,750.00					\$1,909.50			\$6,987.50																																										
Total Hours			\$4,334.00	\$10,560.00	\$15,000.00	\$68,425.00	\$70,400.00	\$5,092.00	\$13,975.00	\$0.00	\$0.00	\$0.00	\$4,383.60	\$0.00	\$5,839.00	\$0.00	\$6,927.80	\$0.00	\$4,279.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,240.00	\$1,600.00	\$4,000.00	\$2,400.00	\$4,200.00	\$1,740.00	\$1,740.00	\$227,135.40	\$116,927.58	\$11,769.42	\$357,832.40	\$367,280.66	\$33,180.67	\$400,461.33																	

## *Minute Action*

AGENDA ITEM: 6

***Date:*** April 11, 2024

***Subject:***

San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024  
Second Quarter

***Recommendation:***

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024.

***Background:***

Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs that San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA, and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The primary source of data used in the Report is from TransTrack. TransTrack is a countywide transit performance software that the San Bernardino County (County) transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented. SCRRA data is collected directly from SCRRA staff and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. SBCTA is working with SCRRA on adding access to the Arrow Service data through TransTrack for consistency.

Throughout the second quarter of Fiscal Year (FY) 2023/2024, San Bernardino County bus and rail transit operators provided 3.2 million trips system wide (as shown in Exhibit 2 on the following page). This was an increase of more than 360,000 trips from the prior quarter.

6

Transit Committee Agenda Item  
 April 11, 2024  
 Page 2

**Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2023**

Quarter	Passenger Boardings
9/30/19	4,686,886
12/31/19	4,668,519
3/31/20	4,170,877
6/30/20	1,539,552
9/30/20	1,572,401
12/31/20	1,584,556
3/31/21	1,555,928
6/30/21	1,771,683
9/30/21	2,019,132
12/31/21	2,182,857
3/31/22	2,389,639
6/30/22	2,267,130
9/30/22	2,412,379
12/31/22	2,725,873
3/31/23	2,895,367
6/30/23	2,748,853
9/30/23	2,810,342
12/31/23	3,171,858

Among the larger operators, Metrolink provided 653,000 trips which was an increase of more than 57,000 trips from the prior quarter (as shown in Exhibit 3 below). More than 29,000 trips were made on the Arrow Service, which is a 34% increase from the prior quarter. Victor Valley Transit Authority (VVTA) saw an 8% increase in trips and Omnitrans also saw a 5% increase in the second quarter.

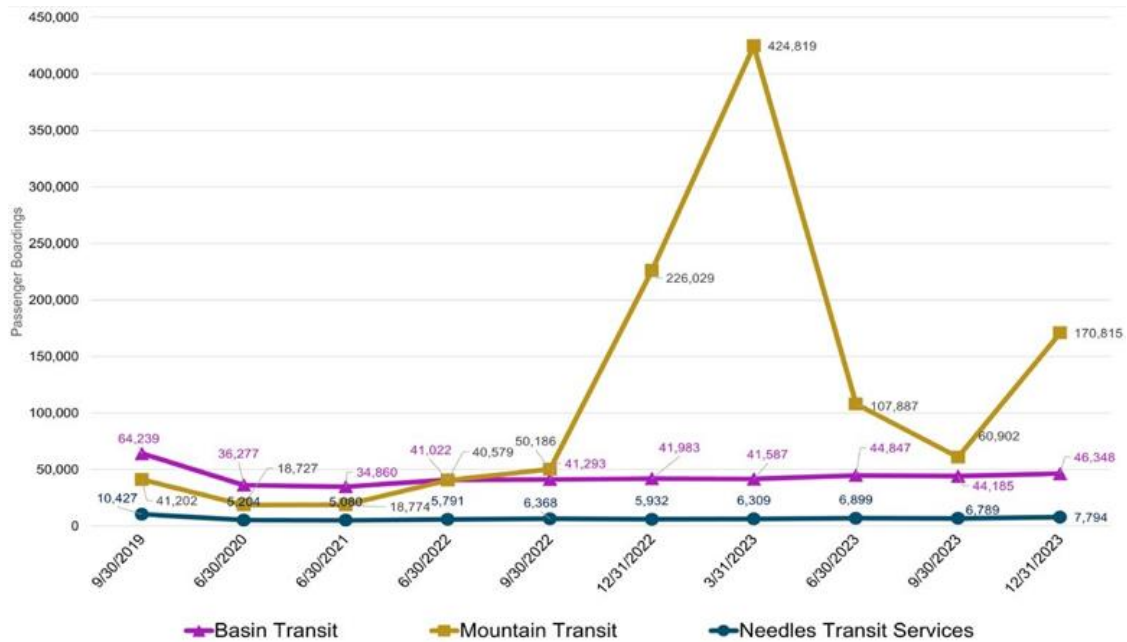
**Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Winter 2023**

Quarter	Metrolink (includes Arrow)	Omnitrans	Victor Valley Transit Authority
9/30/2019	1,132,092	2,776,333	440,557
6/30/2020	144,521	1,075,300	148,250
6/30/2021	306,991	1,084,266	174,913
6/30/2022	488,704	1,371,058	154,339
9/30/2022	523,599	1,439,283	176,250
12/31/2022	532,006	1,550,201	212,167
3/31/2023	547,560	1,465,203	215,608
6/30/2023	543,353	1,610,908	230,167
9/30/2023	596,196	1,634,678	249,306
12/31/2023	653,120	1,717,745	311,156

Mountain Transit seasonal ridership increased 180% from the prior quarter providing 171,000 trips (as shown in Exhibit 4 on the following page). Basin Transit's ridership saw a slight increase of 5% and Needles Transit Services saw an increase of 15% which was approximately 8,000 trips during this quarter.

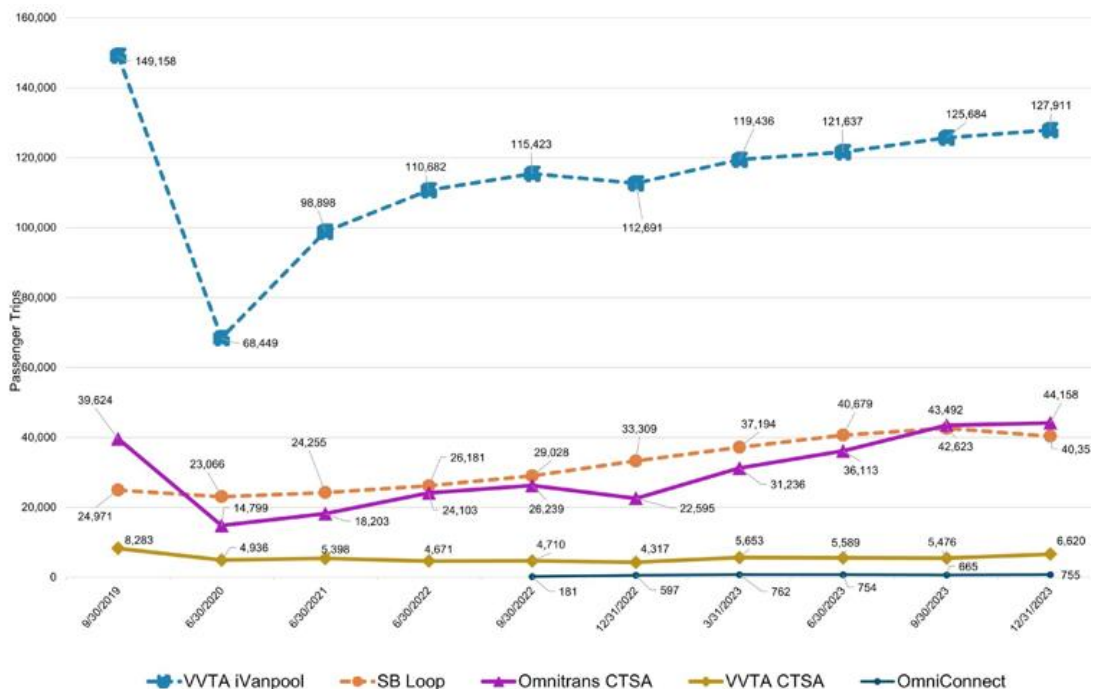
Packet Pg. 63

**Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2023**



VVTA's Vanpool program saw a slight increase of 2% or 128,000 trips from the prior quarter (as shown in Exhibit 5 below). The Consolidated Transportation Services Agencies (CTSA) of Omnitrans and VVTA continue to grow slowly as vulnerable populations return to transit. Omnitrans CTSA served 44,000 trips this quarter. VVTA's smaller CTSA provided almost 6,600 trips this quarter, up 21% from the prior quarter. Finally, the OmniConnect shuttles serving Ontario International Airport commenced service just a year ago and provided almost 655 trips this quarter which was a 32% increase from the previous quarter.

**Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Winter 2023**



**Current Initiatives**

To continue promoting public transit ridership and equity, in conjunction with SBCTA, the San Bernardino County transit operators will be providing free fares for Earth Day. Cities across the County are hosting Earth Day activities, which will be celebrated on Monday, April 22, 2024, and are accessible by public transit. SBCTA will sponsor free fares Saturday, Sunday and Monday for San Bernardino County’s public transit operators. Free fares will also be available on Arrow Saturday through Monday; however, San Bernardino Line and the Inland Empire Orange County Line will only provide free fares on Monday, April 22. IE Commuter will also celebrate Earth Day by offering prizes for ridesharing the whole month of April.

**Financial Impact:**

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

**Reviewed By:**

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

**Responsible Staff:**

Nancy Strickert, Transit Manager

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Approved  
Transit Committee  
Date: April 11, 2024

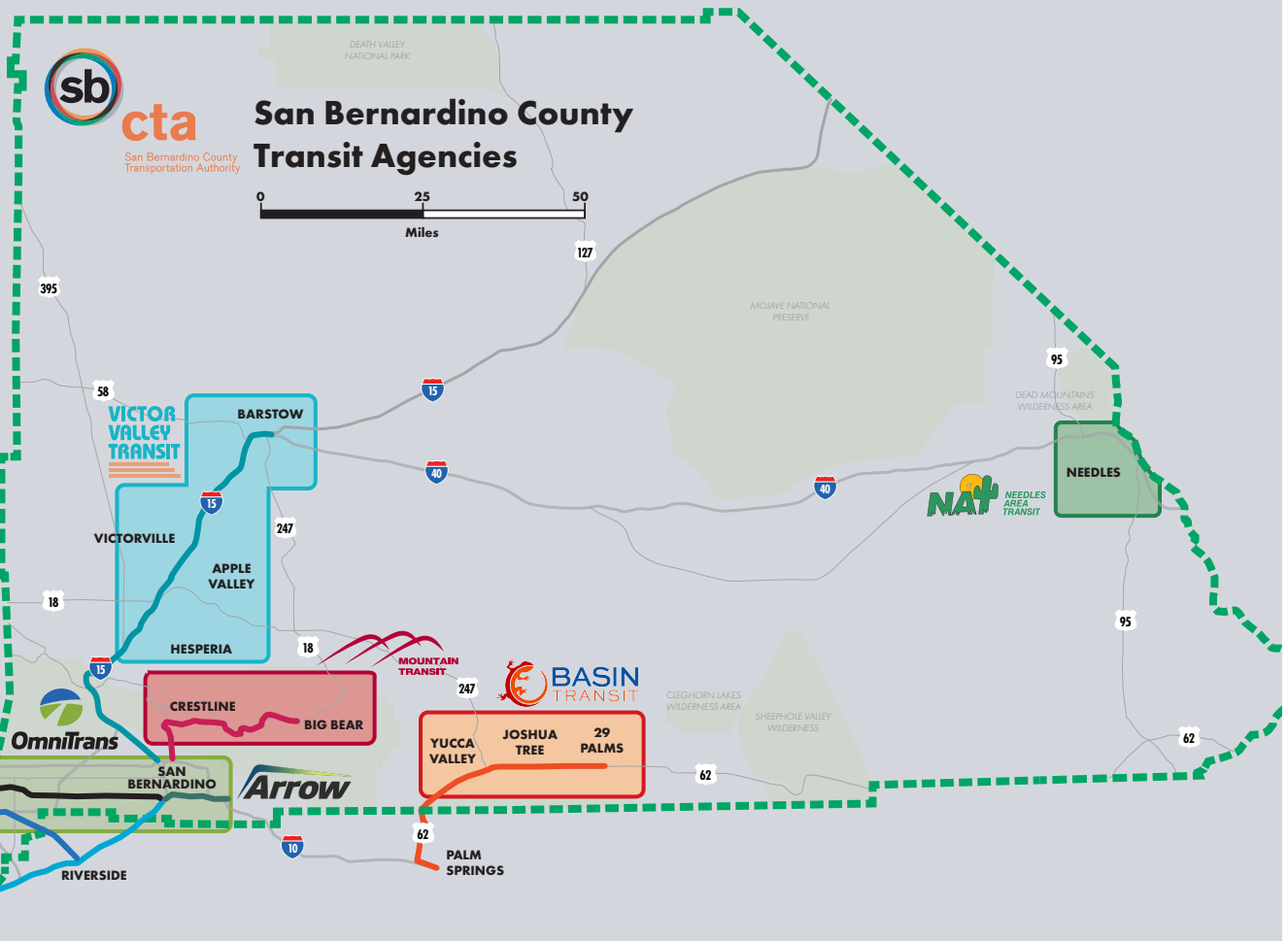
Witnessed By:



cta

San Bernardino County Transportation Authority

# San Bernardino County Multimodal Transportation Quarterly Update



Second Quarter Fiscal Year 2023/2024  
Volume 5, Number 2

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# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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Attachment: PRINT\_SBCTA FY23\_24\_2nd Quarter\_3 27 24\_Final Draft (002) (10505 : San Bernardino County Multimodal Transportation



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## Introduction

All of San Bernardino County's public transit programs are showing steady, continuing recovery of ridership from low points in the summer of 2020, near the outset of the COVID-19 pandemic. This iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 5, Number 2), second quarter (October, November, December) of Fiscal Year 2023/2024 (FY 23/24) contrasts performance with the first quarter of the same year. Four years of public transportation performance provide additional context. Current initiatives by an Bernardino County Transportation Authority (SBCTA) and the operators to grow ridership and enhance community-level and regional transit services are also reported.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.
2. To report on current initiatives and to track trends in key performance indicators.

## The County's Public Transportation Modes and Programs

San Bernardino County, during this quarter, is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA)

### Exhibit 1, San Bernardino County Public Transit Bus Operators



complementary paratransit services. The new Metrolink Arrow San Bernardino-Redlands train service commenced in October 2022. Its fifth quarter of service is presented in this report. The six service areas of the County's five bus operators are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura. Metrolink launched the Arrow service in October 2022, adding nine additional miles, four new stations and new Diesel Multiple Unit (DMU) trains, and connecting Downtown San Bernardino with the University of Redlands.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- **Victor Valley Transit Authority (VVTA)** – Providing services in the Greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- **Basin Transit (previously Morongo Basin Transit Authority)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Services Agencies (CTSAs) programs** – Specialized transportation services administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by SBCTA and VVTA.
- **IE Commuter** – A rideshare program of SBCTA and Riverside County Transportation Commission (RCTC).

## Commentary

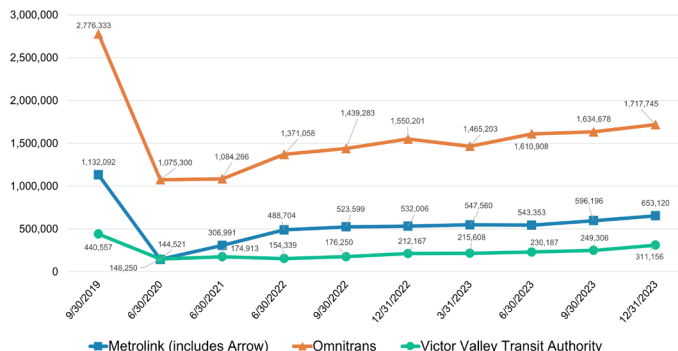
### San Bernardino County Operators Continue to Rebound

Overwhelmingly, the County's operators are continuing to recover ridership. Exhibit 2 presents ridership from the pre-pandemic fall of 2019 through the winter of 2023, the second quarter of FY 23/24. Passenger boardings are growing steadily each quarter. With 3.2 million trips provided countywide in the second quarter, ridership is now only 1.5 million trips below that of the first quarter of FY 19/20. This is 360,000 more trips served than during the first quarter of FY 23/24. In fact, several programs saw the largest increase in riders since FY19/20, as detailed in the following, operator-specific pages. Fare promotions, such as Students Free Fare for K-12; enhanced marketing by operators and by SBCTA; and operators' diligence all contributed to this ridership growth.

The larger bus and rail operators, Metrolink, Omnitrans and VVTA, represented nearly 2.7 million trips provided and 84% of all trips this quarter. This was an 8% increase over the first quarter of FY 23/24, as depicted in Exhibit 3.

Metrolink provided 653,000 trips, nearly 57,000 more trips than the immediate prior quarter on lines serving San Bernardino County. The San Bernardino Line saw a 10% increase over

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Winter 2023



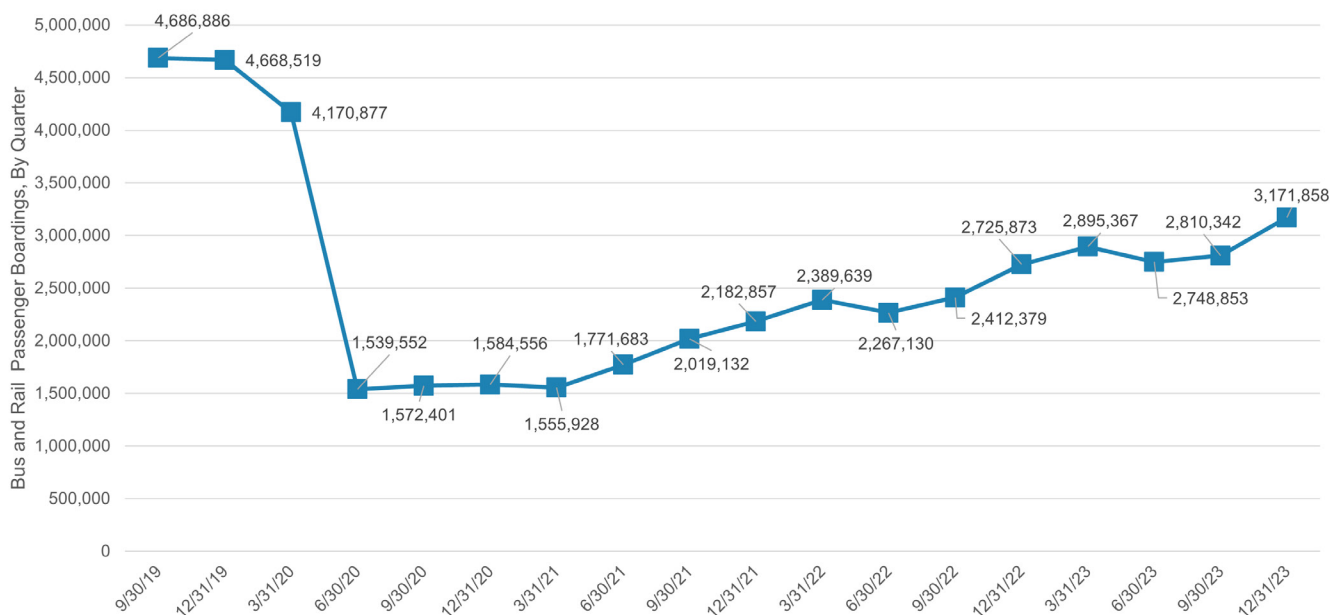
the first quarter of FY 23/24, while the Inland Empire Orange County Line saw a 4% increase over the two-quarter period. More than 29,000 trips were made on the new Arrow service, a 34% increase from first quarter trips.

Omnitrans' growth continued with 1.7 million trips systemwide in the second quarter, a 5% increase from the prior quarter.

VVTA experienced significant growth, providing more than 311,000 trips in the second quarter, a 25% increase over the first quarter of FY 23/24.

Exhibit 4 presents the steady growth of the County's smaller transit operators. Mountain Transit experienced the surge

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2023



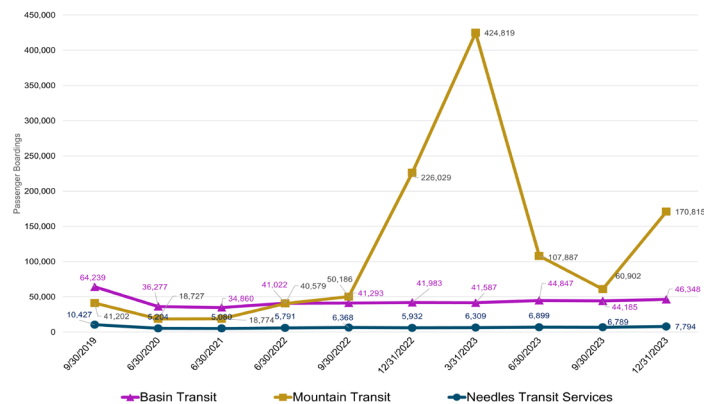
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

of the winter season, providing nearly 171,000 passenger boardings, a staggering ski season increase of 180% over the prior quarter.

Basin Transit began to show renewed growth from the first quarter with ridership increasing slightly by 5%, or more than 2,000 trips. Basin Transit provided more than 46,000 trips during the second quarter of FY 23/24.

With an impressive 15% increase over the prior quarter, Needles Transit Services served almost 8,000 passenger trips

**Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2023**



during the second quarter of FY 23/24.

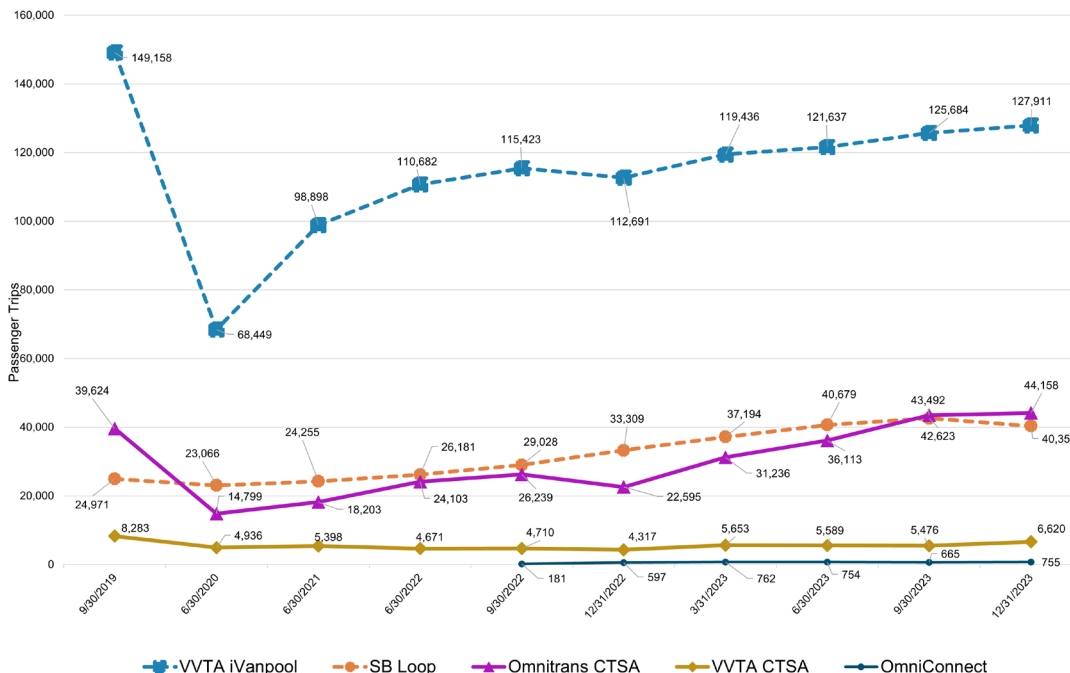
The ridership of CTSA's and the microtransit and vanpool programs are presented in Exhibit 5. The vanpool programs, VVTA's iVanpool and SBCTA's SB Loop, are represented by dotted lines.

Together, the vanpool programs saw growth, providing 168,000 trips. Individually, performance varied. SB Loop's ridership dropped this quarter, with 5% fewer, or 40,000, trips provided. Meanwhile, VVTA's iVanpool provided nearly 128,000 trips during the second quarter, a slight increase of 2% over the prior quarter.

Omnitrans and VVTA's CTSA's (Consolidated Transportation Services Agencies) are growing ridership as their more vulnerable populations increase transit trips. Omnitrans' CTSA served 44,000 trips, 2% more than the prior quarter. VVTA's smaller CTSA provided 6,600 trips during the second quarter, up 21% from the prior quarter.

The new OmniConnect microtransit services in Downtown San Bernardino and serving Ontario Airport commenced service last year. They provided 755 trips this quarter, a 14% increase over the first quarter of FY 23/24.

**Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Winter 2023**



## Current Initiatives

This section reports on initiatives and activities by SBCTA and San Bernardino County operators to increase mobility, grow ridership and improve coordination among transit programs and providers.

### SBCTA Continuing Free Fare Programs

To continue promoting public transit ridership and equity, the SBCTA Board has approved continuing several free fare days and programs in FY 23/24 and FY 24/25. SBCTA will celebrate the following days by funding free fares on all fixed-route buses and, often, on Metrolink trains:

- **Earth Day** is celebrated on Monday, April 22, 2024 (Exhibit 6). Cities across the County are hosting Earth Day activities that are accessible by public transit. SBCTA will sponsor free fares on that Saturday,

Sunday and Monday on San Bernardino County's bus operators and Arrow. Metrolink lines other than Arrow will offer free fares on Monday.

- **Clean Air Day** falls on Wednesday, October 2, 2024. All County bus operators will offer free rides that day.
- **November Election Day:** SBCTA will sponsor free fares on San Bernardino County public transit operators on Tuesday, November 5, 2024, to enable as many as people as possible to access the polls on election day.
- **Free Fares for Students:** The SBCTA Board approved continuing the pilot program that provides free fares for K-12 students on every bus system in the County. Students will ride free for the 2024-2025 school year.

Exhibit 6, Earth Day 2024 Preliminary Promotion



gosbcta.com/transit



IT'S EASIER THAN YOU THINK.



Public Transit in the San Bernardino Region

Metrolink • Arrow • Omnitrans • VVTA • Mountain Transit • RTA • SunLine • Beaumont Transit

*IE Commuter Celebrates Earth Day During Month of April*

IE Commuter will celebrate Earth Day by offering prizes for ridesharing the whole month of April (Exhibit 7). To reduce their carbon footprint while making their commute more rewarding, participants can: 1) Create an IE Commuter account; 2) Enter the Earth Day promotion; and 3) Log rideshare commutes and/or telework days.

The promotion is open to commuters who rideshare to work (e.g. bus, train, vanpool, carpool, bike or walk) and/or telework and live and/or work in Riverside or San Bernardino counties. Participants can join by logging at least one roundtrip rideshare commute or telework day during the month of April 2024.

IE Commuter is partnering with employers to encourage participation through providing a robust marketing toolkit.

Exhibit 7, IE Commuter Earth Day 2024 Flyer



**Rideshare throughout April for a chance to win an Apple Watch!**

In celebration of Earth Day on April 22nd, rideshare throughout the month of April and you could win an Apple Watch or one of our other fantastic prizes.


**Just share the ride and follow three easy steps:**



- 1** Create an IE Commuter account
- 2** Enter our Earth Day promotion
- 3** Log your rideshare commutes and/or telework days

**The more you log, the more chances for you to win!**

See the full prize list and get started at [IECommuter.org/EarthDay](https://IECommuter.org/EarthDay)



Attachment: PRINT\_SBCTA FY23\_24\_2nd Quarter\_3 27 24\_Final Draft (002) (10505 : San Bernardino County Multimodal Transportation



## Two Planning Efforts Shaping the County's Future Transportation Environment

Work continues toward development of SBCTA's LONG RANGE MULTIMODAL TRANSPORTATION PLAN (LRMTP), now about halfway through its 24-month planning process. The LRMTP will provide a comprehensive, multimodal transportation vision for San Bernardino County through 2045. Spring 2024 public input opportunities will solicit stakeholder reactions to the developing content.

The LRMTP draft vision is: "San Bernardino County's integrated, multimodal transportation system strengthens the health of our communities, the environment and our economy by providing safe, reliable and equitable connectivity for people and goods."

Public Transportation is one of four core elements addressed by the LRMTP, along with Highways, Goods Movement and Active Transportation. Within these, the Plan considers what sustaining these systems requires, to ensure their resilience in addressing unpredictable future trends (Exhibit 8). Strategies for improving safety and addressing equity concerns in this large county — with its mix of large urban cities and many rural communities — are identified, as well as land use policies for improving San Bernardino County's environment and public health. The Plan will provide SBCTA's policy board and staff with a guide to support funding and programming decisions over the next three decades.

The second effort underway is the INLAND EMPIRE MASTER PLAN For AGING (IE-MPA), which was developed by and being implemented by the Inland Coalition on Aging. SBCTA representatives are participating in its Transportation Working Group (Exhibit 9). Transportation for Older Adults and Persons with Disabilities was identified as one of seven domains to be addressed through the IE-MPA. The other domains include: Housing, Healthcare, Mental Health and Social Support, Caregiving, and Education and Awareness.

Along with Transportation, these emerged from a two-county needs assessment involving surveying and focus groups to hear directly from older adults and persons with disabilities as to the factors constraining their lives or that are "barriers to livability."

The Transportation Working Group will refine transportation recommendations, contributing to the IE-MPA's 3-year Roadmap for Aging Well, with actions directed to a range of stakeholders in San Bernardino and Riverside counties.

### Exhibit 8, SBCTA Long Range Multimodal Transportation Plan project logo



### Exhibit 9, Inland Coalition on Aging's Master Plan for Aging Brochure

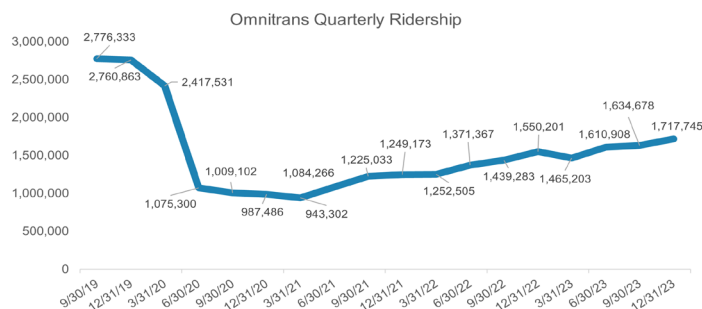
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

Omnitrans' fixed-route service experienced a 5% increase during the second quarter, providing 1.7 million trips and reaching the highest total during the pandemic recovery period. Demand response remained constant during the second quarter, increasing by more than 100 trips.

Productivity increased to 11.3 trips per revenue hour, an improvement of 4%, while a 7% increase in operating cost contributed to a 7% decrease in farebox recovery.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24	Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>1,634,678</b>	<b>1,717,745</b>	<b>5%</b>
Fixed-Route Trips <sup>2</sup>	1,596,551	1,679,507	5%
Demand Response Trips	38,127	38,238	0%
<b>SYSTEM Performance</b>			
Revenue Hours	149,852	151,790	1%
Passengers per Rev Hour	10.9	11.3	4%
Revenue Miles	2,043,208	2,062,550	1%
Passengers per Rev Mile	0.80	0.83	4%
Passenger Miles	8,206,785	8,768,915	7%
Average Trip Length (miles)	5.02	5.10	2%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$20,688,672	\$22,097,432	7%
Passenger Revenue	\$5,419,276	\$5,375,015	-1%
Farebox Recovery Ratio Systemwide	26.2%	24.3%	-7%
Cost per Revenue Mile	\$10.13	\$10.71	6%
Subsidy/Pass Trip – Systemwide	\$9.34	\$9.74	4%
Fixed-Route Cost per Trip	\$10.98	\$11.25	2%
Demand Response Cost per Trip	\$82.86	\$83.59	1%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	109	109	
Demand Response	40	40	
<b>Total Vehicles in Peak Service</b>	<b>149</b>	<b>149</b>	
Battery-Operated Vehicles	4	4	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

<sup>2</sup> OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.





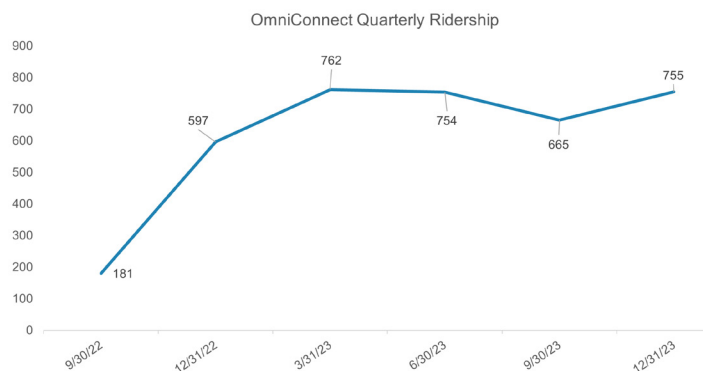
## OmniConnect Shuttle Services: ONT Connect SB Connect

### Commentary and Trends

OmniConnect provides shuttle service between the Ontario Airport and Metrolink stations on the ONT Connect and from the San Bernardino Transit Center to Downtown San Bernardino employment locations on the SB Connect.

During the second quarter of FY 23/24, OmniConnect ridership increased by 14% after a loss of ridership in the previous quarter. Route 380 ONT Connect increased ridership by 32% to 655 trips while Route 300 SB Connect experienced a 41% loss of ridership.

Total revenue hours increased slightly by 3% while revenue miles grew by 8% compared to the first quarter.



### Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>Total Passenger Trips<sup>2</sup></b>	<b>665</b>		<b>755</b>	<b>14%</b>
Route 300 SB Connect	169		100	-41%
Route 380 ONT Connect	496		655	32%
<b>Performance</b>				
Revenue Hours	2,001		2,058	3%
Passengers per Rev Hour	0.3		0.4	10%
Revenue Miles	18,600		20,004	8%
Passengers per Rev Mile	0.04		0.04	6%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$241,567		\$251,420	4%
Passenger Revenue	\$43,264		\$43,457	—
Farebox Recovery Ratio	17.9%		17.3%	—
Subsidy per Pass Trip	\$298.20		\$275.45	-8%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service	2		2	
Service Area Square Mileage	31		31	
Vehicles per Square Mile	0.1		0.1	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

<sup>2</sup> OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.



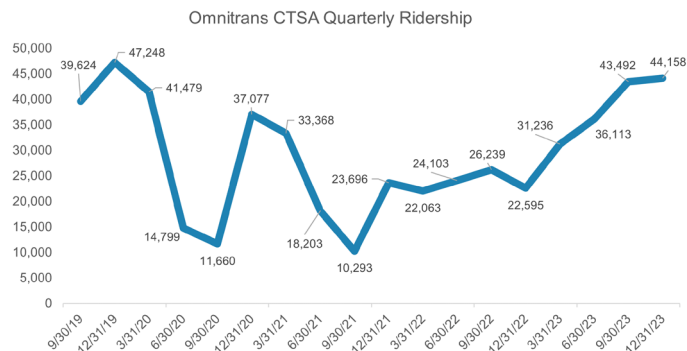
# Consolidated Transportation Services Agency

## Commentary and Trends

Omnitrans' CTSA programs support transportation to vulnerable populations by providing specialized transit services and through funding partnerships with human service agencies.

Total CTSA ridership increased slightly by 2% during the second quarter, with improvements in the TREP, Uber/Taxi and Travel Training programs. The second quarter's total ridership of more than 44,000 trips is the highest since the second quarter of 2019, just prior to the onset of the COVID-19 pandemic.

Service providers in the Regional Mobility Partnership program experienced a 2% decrease in ridership, a loss of more than 800 trips across the nine active specialized transportation providers.



## Performance

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>TOTAL TRIPS</b>	<b>43,492</b>		<b>44,158</b>	<b>2%</b>
TREP Mileage Reimbursement Trips	5,780		6,002	4%
Uber/Taxi Ride Program Trips	3,991		5,236	31%
Travel Training Program*	43		80	86%
Regional Mobility Partnership (RMP) Trips	33,678		32,840	-2%
<i>Anthesis</i>		11,185	11,213	0%
<i>Lutheran Social Services</i>		825	991	20%
<i>City of Grand Terrace</i>		73	184	152%
<i>AgingNext</i>		5,903	6,365	8%
<i>OPARC</i>		9,166	9,639	5%
<i>City of Chino</i>		2,474	1,379	-44%
<i>Highland Senior Center</i>		1,325	1,238	-7%
<i>Loma Linda University Adult Day Health</i>		1,432	1,260	-12%
<i>City of Ontario</i>		1,295	571	-56%
<i>City of Rialto**</i>		0	0	—
<i>FAP**</i>		0	0	—
<i>City of Redlands</i>				
		<i>Ended Dec. 2022</i>		

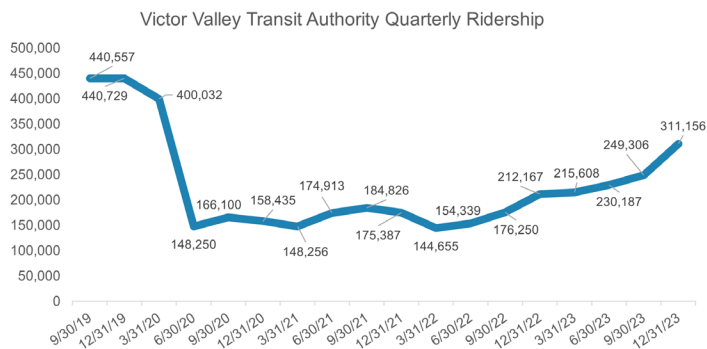
\* Reporting numbers are for number of individuals trained.

\*\*New Regional Mobility Partnership contracts have been executed. Partners are in the process of starting their programs.



## Commentary and Trends

VVTA continues to grow ridership with a 25% increase, representing VVTA's highest trip total of the pandemic recovery period. The largest increase was for fixed-route transit, adding over 66,500 more trips, for a 32% increase. Commuter trips experienced a 2% increase in ridership while demand response trips fell by 15% despite the addition of 6 more vehicles in peak service with the introduction of micro transit service in October 2023. Operating costs held constant while passenger revenue experienced an 18% decrease. Cost per trip decreased across all modes with the most significant improvement to fixed-route trips, decreasing by 26%.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>249,306</b>		<b>311,156</b>	<b>25%</b>
Fixed-Route Trips	207,956		274,547	32%
Commuter Bus Trips	8,314		8,505	2%
Demand Response Trips	33,036		28,104	-15%
<b>SYSTEM Performance [excludes vanpool revenue hours &amp; miles]</b>				
Revenue Hours	61,588		62,755	2%
Passengers per Rev Hour	4.0		5.0	22%
Revenue Miles	1,088,960		1,099,843	1%
Passengers per Rev Mile	0.23		0.28	24%
<b>OPERATIONS Expense [excludes vanpool expense &amp; revenue]</b>				
Total Transit Operating Cost	\$7,969,519		\$8,000,035	0%
Passenger Revenue	\$460,389		\$376,823	-18%
Farebox Recovery Ratio Systemwide	5.8%		4.7%	-18%
Cost per Revenue Mile	\$7.32		\$7.27	-1%
Subsidy/Pass Trip – Systemwide	\$30.12		\$24.50	-19%
Fixed-Route Cost per Trip	\$29.55		\$21.99	-26%
Commuter Bus Cost per Trip	\$27.53		\$26.93	-2%
Demand Response Cost per Trip	\$48.31		\$46.51	-4%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service	Includes 12 Electric Vehicles		Includes 12 Electric Vehicles	
Fixed-Route	47		47	
Commuter	6		6	
Demand Response	34		40	
<b>Total Vehicles in Peak Service</b>	<b>87</b>		<b>93</b>	
Service Area Square Mileage	1,082		1,082	
Vehicles per Square Mile	0.07		0.07	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

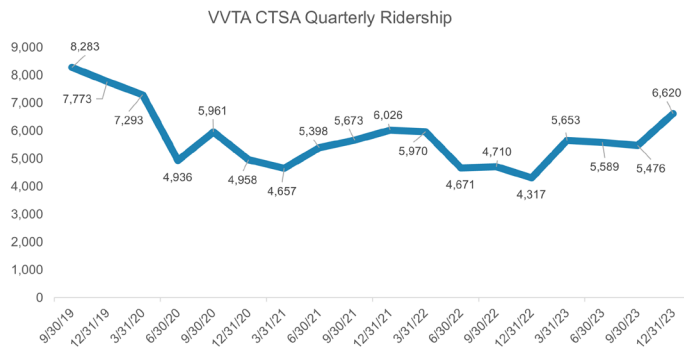


# Consolidated Transportation Services Agency

## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

### Commentary and Trends

VVTA's CTSA programs include a range of projects that provide specialized service for seniors and persons with disabilities. Overall, the program increased ridership by 21% during the second quarter, reaching its highest total in four years. The TRIP mileage reimbursement program increased by 14% and recorded 7% more miles reimbursed. Nonprofit providers grew by 28% overall with noticeable increases by three of the four providers. The Fare Media Scholarship program also increased utilization at 35% more trips provided. The Travel Training and Transit Ambassador programs both experienced reduced usage during the second quarter.



### Performance

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>TOTAL TRIPS</b>	<b>5,476</b>		<b>6,620</b>	<b>21%</b>
TRIP Program	3,022		3,441	14%
Nonprofit Providers	1,060		1,355	28%
<i>Foothill AIDS Project</i>		343	493	44%
<i>Abundant Living Church</i>		571	725	27%
<i>Trona Community and Senior Center</i>		101	113	12%
<i>Bonnie Baker Senior Center</i>		45	24	-47%
Travel Training Program	111		92	-17%
Fare Media Scholarship Program	1,283		1,732	35%
<b>TOTAL MILES</b>	<b>83,876</b>		<b>89,428</b>	<b>7%</b>
TRIP Program	83,876		89,428	7%
<b>TOTAL HOURS</b>	<b>68</b>		<b>52</b>	
Transit Ambassador Program	68		52	-24%



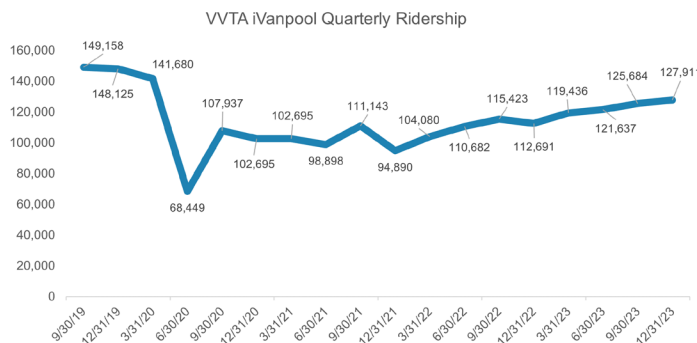
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

## Public Transit Bus Operators

### Commentary and Trends

VVTA's vanpool program had another period of growth, adding 13 vanpools and providing 2% more trips than in the first quarter, with almost 128,000 unlinked passenger trips.

All vanpools are eligible to receive up to \$500 per month in program subsidy toward the cost of a vanpool. This subsidy increased by 7% during the second quarter to nearly \$372,000. Passenger participation fees that cover the remaining vanpool costs decreased by 5% to almost \$308,000. The additional vanpools generated an additional 1,000 revenue hours and 6,200 additional revenue miles.



### Performance

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>Performance</b>				
Number of Vanpools	195		208	7%
Revenue Miles	1,348,557		1,354,840	0%
Revenue Hours	26,702		27,800	4%
Unlinked Passenger Trips	125,684		127,911	2%
Passenger Miles	6,287,793		6,384,636	2%
Subsidies Disbursed	\$348,481		\$371,960	7%
Participation Fees	\$325,432		\$307,946	-5%

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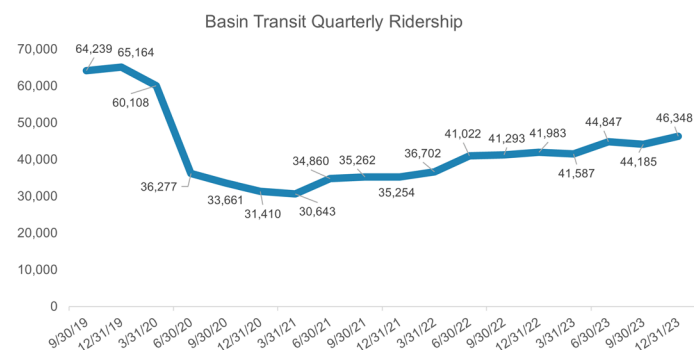


## Commentary and Trends

Basin Transit's ridership increased by 5% during the second quarter of FY 23/24, providing an additional 2,000 trips systemwide. Fixed-route service generated the largest increase of the three modes of service at 5% while commuter bus service saw a modest 2% increase. Demand response service had a nominal increase of 128 trips, resulting in less than 1% change.

Revenue hours increased by 6% and revenue miles increased by 2%, with relatively no change in passengers per hour and per mile. Total operating cost increased by 4% while passenger revenue fell by 3%, reducing systemwide farebox recovery by 6% during the second quarter.

The TREP mileage reimbursement program served two more clients and provided 19% more trips, while reimbursing 22% more miles than during the first quarter.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>44,185</b>		<b>46,348</b>	<b>5%</b>
Fixed-Route Trips	38,769		40,761	5%
Commuter Bus Trips	1,850		1,893	2%
Demand Response Trips	3,566		3,694	0%
<b>SYSTEM Performance</b>				
Revenue Hours	7,513		7,993	6%
Passengers per Rev Hour	5.9		5.8	0%
Revenue Miles	150,291		153,796	2%
Passengers per Rev Mile	0.29		0.30	0%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$1,054,626		\$1,094,842	4%
Passenger Revenue	\$90,522		\$88,139	-3%
Farebox Recovery Ratio Systemwide	8.6%		8.1%	-6%
Cost per Revenue Mile	\$7.02		\$7.12	1%
Subsidy/Pass Trip – Systemwide	\$21.82		\$21.72	0%
Fixed-Route Cost per Trip	\$19.60		\$19.05	-3%
Commuter Bus Cost per Trip	\$51.35		\$57.42	12%
Demand Response Cost per Trip	\$56.03		\$56.74	1%
<b>TREP Mileage Reimbursement Program</b>				
TREP Clients	186		188	1%
TREP Trips	1,054		1,256	19%
TREP Miles Reimbursed	22,654		27,661	22%
Mileage Reimbursement Cost	\$6,796		\$8,298	22%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service				
Fixed-Route/Commuter	9		9	
Demand Response	4		4	
<b>Total Vehicles in Peak Service</b>	<b>13</b>		<b>13</b>	
Service Area Square Mileage	1,300		1,300	
Vehicles per Square Mile	0.01		0.01	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

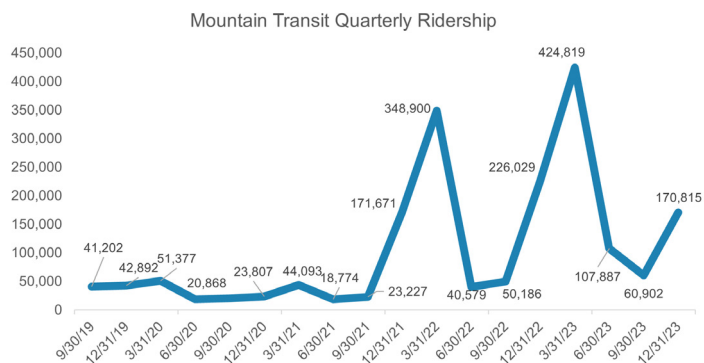


# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

Mountain Transit's ridership increased significantly during the second quarter with the start of the winter snow season and introduction of seasonal service to the ski lifts. The increase represents almost 110,000 additional trips, or 180%, more than the first quarter. Ridership on commuter off-the-mountain and demand response services both increased by 2% compared to the previous quarter. Revenue hours only increased by 15%, contributing to a 143% increase in passengers carried per revenue hour. Operating costs increased slightly by 7%, while passenger revenue, augmented by contributions from local sponsors, increased by 417%, or more than \$251,800, raising the farebox recovery ratio to 18.5% overall.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>60,902</b>		<b>170,815</b>	<b>180%</b>
Fixed-Route Trips	55,837		165,663	197%
Commuter Bus Trips	1,804		1,836	2%
Demand Response Trips	3,261		3,316	2%
<b>SYSTEM Performance</b>				
Revenue Hours	12,436		14,357	15%
Passengers per Rev Hour	4.9		11.9	143%
Revenue Miles	188,872		208,150	10%
Passengers per Rev Mile	0.32		0.82	154%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$1,580,154		\$1,689,143	7%
Passenger Revenue	\$60,355		\$312,210	417%
Farebox Recovery Ratio Systemwide	3.8%		18.5%	384%
Costs per Revenue Mile	\$8.37		\$8.12	-3%
Subsidy/Pass Trip – Systemwide	\$24.95		\$8.06	-68%
Fixed-Route Cost per Trip	\$18.80		\$7.95	-58%
Commuter Bus Cost per Trip	\$149.20		\$76.53	-49%
Demand Response Cost per Trip	\$80.19		\$69.76	-13%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service				
Fixed-Route	12		12	
Demand Response	4		4	
Off the Mountain	2		2	
Seasonal Service	0		14	
Airport Shuttle	1		1	
<b>Total Vehicles in Peak Service</b>	<b>19</b>		<b>33</b>	
Service Area Square Mileage	269		269	
Vehicles per Square Mile	0.05		0.05	

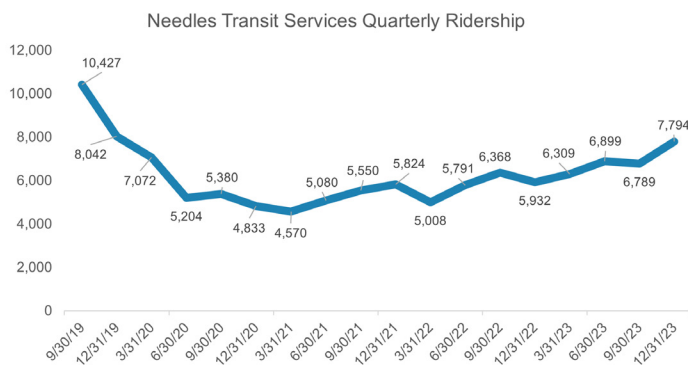
<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.



## Needles Transit Services

### Commentary and Trends

Needles Transit Services increased total ridership by 15% or more than 1,000 trips during the second quarter, the highest ridership total since December 2019. Fixed-route trips increased 23% compared to an 11% decrease in ridership on the senior and medical Dial-A-Ride and shopper shuttle programs. There was almost no change in revenue hours contributing to an increase of 15% in passengers carried per hour. Revenue miles dropped slightly by 1%. Operating costs decreased by 2%, while the 73% decrease in passenger revenue is attributed to a large purchase of bus passes by San Bernardino County during the first quarter.



### Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>6,789</b>		<b>7,794</b>	<b>15%</b>
Fixed-Route Trips	5,145		6,339	23%
Demand Response Trips	1,644		1,455	-11%
<b>SYSTEM Performance</b>				
Revenue Hours	1,247		1,241	0%
Passengers per Rev Hour	5.4		6.3	15%
Revenue Miles	15,774		15,582	-1%
Passengers per Rev Mile	0.43		0.50	16%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$148,356		\$145,830	-2%
Passenger Revenue	\$18,974		\$5,093	-73%
Farebox Recovery Ratio Systemwide	12.8%		3.5%	-73%
Costs per Revenue Mile	\$9.41		\$9.36	0%
Subsidy/Pass Trip – Systemwide	\$19.06		\$18.06	-5%
Fixed-Route Cost per Trip	\$23.07		\$17.80	-23%
Demand Response Cost per Trip	\$18.03		\$19.18	6%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service				
Fixed-Route			1	
Demand Response			1	
<b>Total Vehicles in Peak Service</b>			<b>2</b>	
Service Area Square Mileage			31	
Vehicles per Square Mile			0.06	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.



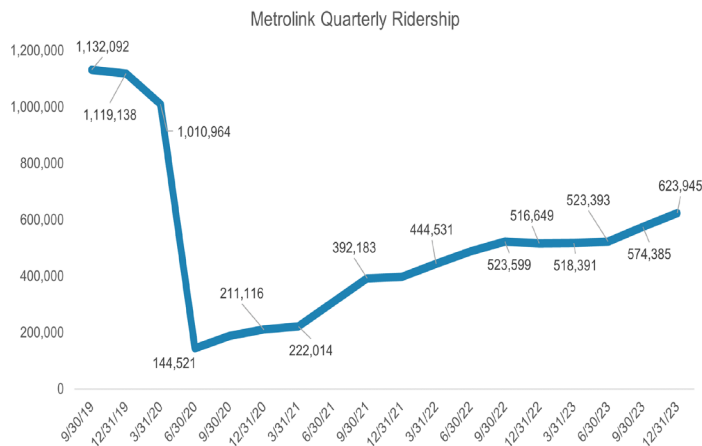
# METROLINK

## Commentary and Trends

Metrolink service experienced its highest ridership total since the third quarter of FY 19/20 at 623,945 trips on the San Bernardino and Inland Empire Orange County lines. Ridership on the San Bernardino Line (SBL) increased by 10% and the Inland Empire Orange County Line (IEOCL) increased by 4% compared to the previous quarter. Notably, ridership increased despite a systemwide maintenance closure from December 26 to December 29, 2023..

San Bernardino County station boardings increased on all lines where the IEOCL boardings increased by 23%, San Bernardino Line boardings by 7% and Riverside Line boardings by 2%. Passenger miles traveled increased on the SBL by 12% while decreasing by 4% on the IEOCL.

Operating costs are reported on an annual basis and are not yet available for FY 23/24.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Passenger Boardings by Line</b>				
TOTAL San Bernardino Line (SBL)	419,534		463,519	10%
TOTAL Inland Empire Orange County Line (IEOCL)	154,851		160,426	4%
Boardings at San Bernardino County Stations:				
San Bernardino Line	130,757		139,784	7%
IEOC Line	4,761		5,855	23%
Riverside Line	7,440		7,554	2%
<b>FINANCIAL - Total San Bernardino Line w/ MOW<sup>1</sup></b>				
Operating Cost SB Line				
Farebox Revenue SB Line	N/A		N/A	
Farebox Recovery Ratio SB Line				
<b>FINANCIAL - Total IEOC Line w/ MOW<sup>1</sup></b>				
Operating Cost IEOC Line				
Farebox Revenue IEOC Line	N/A		N/A	
Farebox Recovery Ratio IEOC Line				
<b>PERFORMANCE MEASURES - San Bernardino Line</b>				
Passenger Miles	15,142,471		16,993,584	12%
Average Passenger Trip Length	36.1		36.5	1%
<b>PERFORMANCE MEASURES - IEOC Line</b>				
Passenger Miles	5,379,951		5,155,954	-4%
Average Passenger Trip Length	34.7		34.1	-2%
<b>SERVICE LEVELS</b>				
San Bernardino Line				
# of trains per weekday WB	18		18	
# of trains per weekday EB	18		18	
# of trains per Saturday WB/EB	8		8	
# of trains per Sunday WB/EB	8		8	
IEOC Line - with stops in San Bernardino County				
# of trains per weekday WB	7		7	
# of trains per weekday EB	7		7	
# of trains per weekend WB	2		2	
# of trains per weekend EB	2		2	

<sup>1</sup> Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.



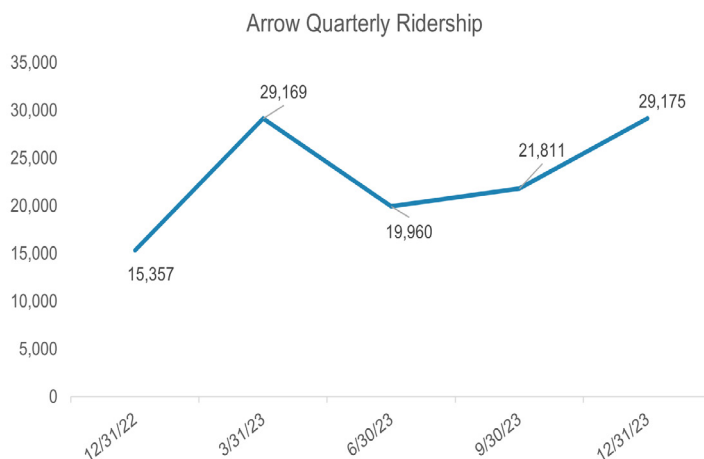
## Commentary and Trends

MetroLink's Arrow service launched on October 24, 2022, adding nine miles of track and four new stations between Downtown San Bernardino with the University of Redlands MetroLink Station.

During the second quarter of FY 23/24, Arrow boardings increased by 34%, an increase in 7,364 riders compared to the first quarter and marking the highest quarterly ridership total since the service launched. This success can be attributed to the Student Adventure Pass pilot program, which provides free rides for any student with valid school identification.

Passenger miles, or the cumulative sum of the distances ridden by each passenger, increased by 70% during this reporting period with an average passenger trip length of 9.7 miles.

Financial information and additional performance measures will be reported here as it becomes available.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>Passenger Boardings</b>				
Total Passenger Boardings	21,811		29,175	34%
<b>FINANCIAL</b>				
Operating Cost				
Farebox Revenue	N/A		N/A	
Farebox Recovery Ratio				
<b>PERFORMANCE MEASURES - Arrow</b>				
Passenger Miles	147,839		251,187	70%
Average Passenger Trip Length	6.8		9.7	43%
<b>SERVICE LEVELS</b>				
# of trains per weekday WB	25		25	
# of trains per weekday EB	25		25	
# of trains per Saturday WB/EB	16		16	
# of trains per Sunday WB/EB	16		16	

<sup>1</sup> MetroLink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.



cta

San Bernardino County  
Transportation Authority



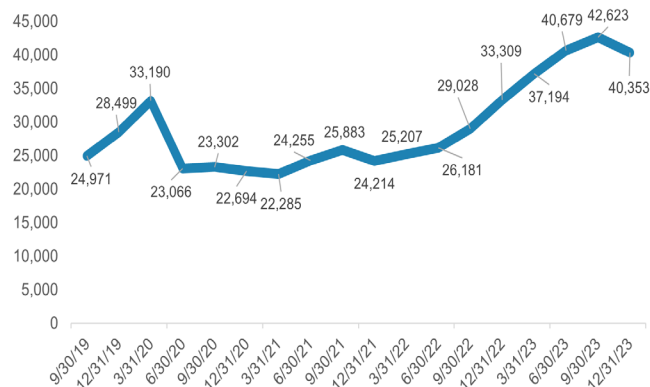
## Commentary and Trends SB Loop

SB Loop is a vanpool program for the County that provides up to 50% or a maximum of \$600 per month to organized vanpools toward the lease of a qualifying vehicle. The service area includes trips with destinations in the Valley, the Mountain Communities, the Colorado River Basin and the Morongo Valley. During the second quarter of FY 23/24, SB Loop continued to support 79 vanpools that provided more than 40,300 trips, a decrease of 5% from the first quarter of FY 23/24. Financial support resulted in \$133,500 in disbursed subsidies, a modest increase of 1% from the previous quarter, representing a subsidy per passenger trip of \$3.31. Vanpool participants contributed \$297,500 toward the cost of operating vanpools. The overall cost per trip for SB Loop was \$10.68, an increase of 2% over the previous quarter.

## Performance

SB Loop	1st Quarter (July-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24	Current Year FY 23/24	Current Year FY 23/24	% change from 1st quarter
<b>SYSTEM Totals</b>				
Number of Vanpools	79	79	79	0%
Vanpool Passenger Trips	42,623	40,353	40,353	-5%
<b>SYSTEM Performance</b>				
Passenger Miles	1,698,817	1,600,416	1,600,416	-6%
Passengers/Miles	39.9	39.7	39.7	0%
<b>OPERATIONS Expense</b>				
Subsidies Disbursed	\$132,068	\$133,521	\$133,521	1%
Participation Fees	\$312,890	\$297,569	\$297,569	-5%
Subsidy per Passenger Trip	\$3.10	\$3.31	\$3.31	7%
Average Cost per Passenger Trip	\$10.44	\$10.68	\$10.68	2%

SB Loop Quarterly Ridership



## Rideshare

IE Commuter is a ridesharing program of the Riverside County Transportation Commission and SBCTA, working to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare programs.

IE Commuter worked with three fewer employers than the previous quarter but increased the number of work sites served by 34%, or 280 more sites. The number of total IE Commuter accounts decreased slightly, but the number of active accounts for ridematching increased by 5%.

Employer ridesharing activities in the second quarter resulted in more than 65,500 vehicle trip reductions and almost 2.2 million reduced vehicle miles traveled. Employer programs also resulted in a reduction of almost 1.8 million pounds of greenhouse gas emissions.

The total number of participants receiving incentives was relatively unchanged, but vehicle trip reductions increased by 50%.

## Performance

IE Commuter	1st Quarter (July-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24	Current Year FY 23/24	Current Year FY 23/24	% change from 1st quarter
<b>PROGRAM Totals</b>				
Total Number of Employers	108	105	105	-3%
Total Number of Employer Worksites	818	1,098	1,098	34%
Total Number of IE Commuter Accounts	103,374	102,248	102,248	-1%
Number of Accounts Active for Ridematching	14,580	15,295	15,295	5%
<b>EMPLOYER Totals*</b>				
Total Employers Surveyed	7	5	5	-29%
Total Commuters Surveyed	15,751	5,763	5,763	-63%
Vehicle Trip Reductions (VTR)	190,190	62,525	62,525	-67%
Vehicle Miles Traveled (VMT) Reduced	2,905,978	2,179,639	2,179,639	-25%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	4,863,749	1,776,213	1,776,213	-63%
<b>INCENTIVE Totals</b>				
Total Participants	1,216	1,217	1,217	0%
Vehicle Trip Reductions (VTR)	15,756	23,586	23,586	50%
Vehicle Miles Traveled (VMT) Reduced	580,495	861,251	861,251	48%
Greenhouse Gas (GHG) Emissions Reduced (lbs)	613,661	649,412	649,412	6%

\*Employer totals fluctuate month-to-month due to varying dates that employers are required to survey per local air district rules.

# WHERE WILL YOU GO TO CELEBRATE EARTH DAY?



Ride free all weekend on Arrow,  
Omnitrans, VVTA, and Mountain Transit,  
April 20-22

# FREE RIDES REGIONWIDE EARTH DAY APRIL 22

6.c



Attachment: Print\_Earth Day Exhibit 6b\_1 (10505 : San Bernardino County



# FY 2023/2024 Second Quarter Multimodal Transportation Quarterly Update

Nancy Strickert  
Transit Manager



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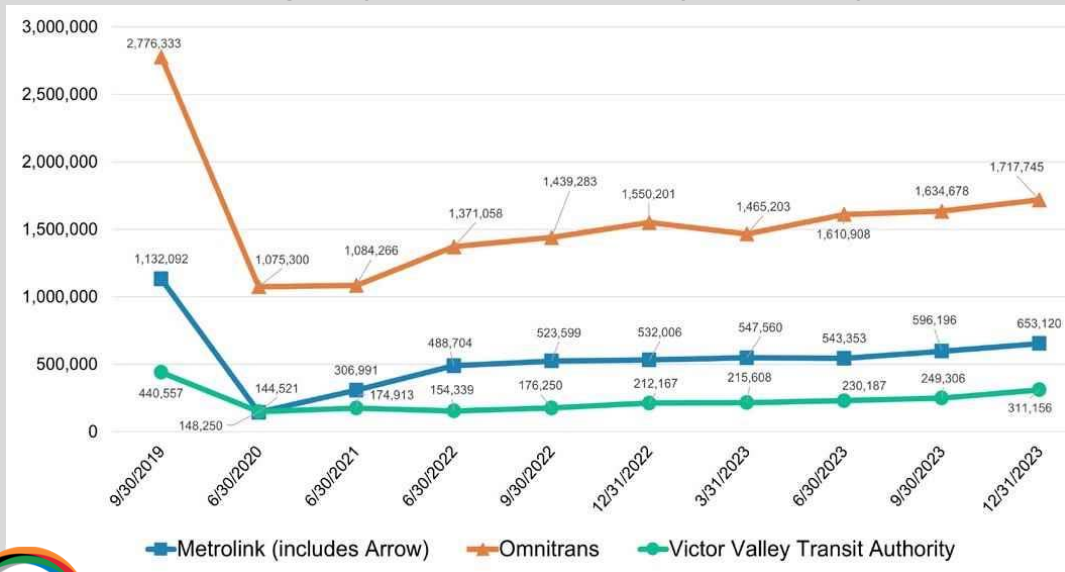
San Bernardino County  
Transportation Authority

## Countywide Quarterly Ridership Total (All Modes)

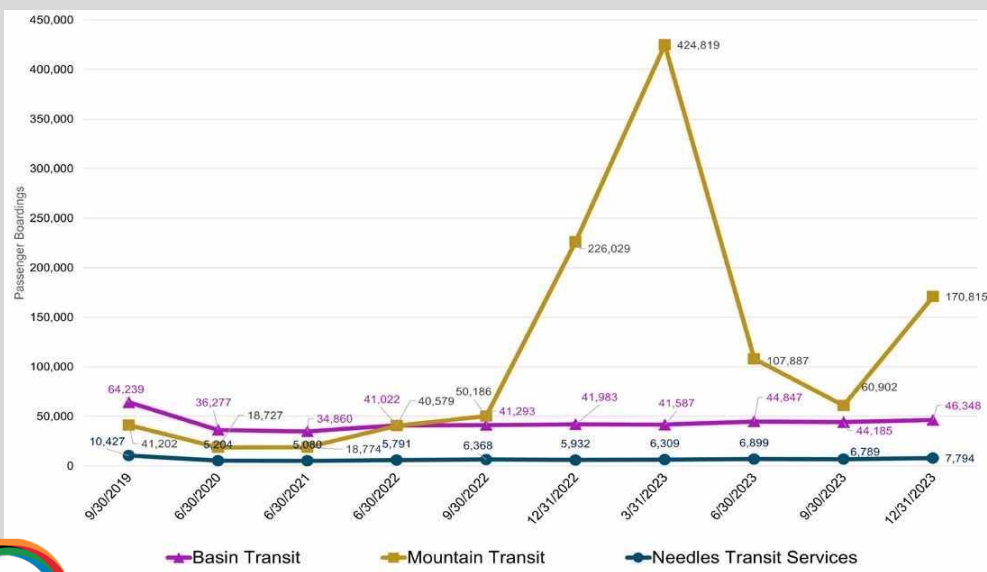


Attachment: Print\_2023.2024 2nd Quarter PP PDF (10505 : San Bernardino County Multimodal Transportation Quarterly Update)

### Large Operators Quarterly Ridership

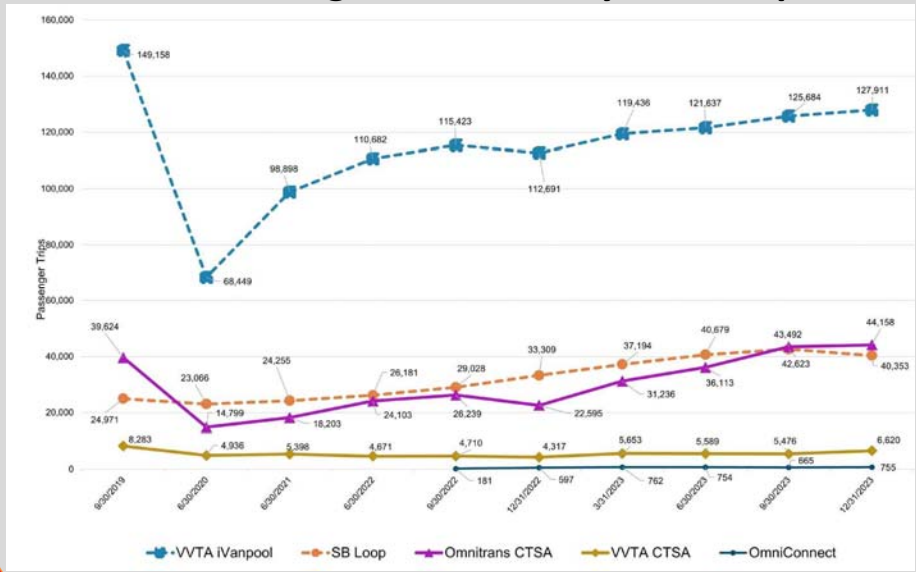


### Small Operators Quarterly Ridership



Attachment: Print\_2023.2024 2nd Quarter PP PDF (10505 : San Bernardino County Multimodal Transportation Quarterly Update)

### Small Programs Quarterly Ridership



### Current Initiatives

#### WHERE WILL YOU GO TO CELEBRATE EARTH DAY?

- Earth Day Starts Now Saturday, April 20 - Victorville
- Earth Day Celebration & Farmers Market Saturday, April 20 - Burdick
- Community Cleanup Day Saturday, April 20 - Apple Valley
- Earth Day and Open House Saturday, April 20 - Rialto
- Earth Day Celebration Saturday, April 20 - Upland
- Earth Day Party Monday, April 22 - Ontario
- A Day of Climate Action Saturday, April 20 - Redlands

Ride free all weekend on Arrow, Omnitrans, VVTA, and Mountain Transit. April 20-22

#### FREE RIDES REGIONWIDE EARTH DAY APRIL 22

Participating agencies include: METROLINK, MTS, VVTA, Arrow, Omnitrans, and Mountain Transit.

gosbcta.com/transit



Attachment: Print\_2023.2024 2nd Quarter PP PDF (10505 : San Bernardino County Multimodal Transportation Quarterly Update)



## *Minute Action*

AGENDA ITEM: 7

**Date:** *April 11, 2024*

**Subject:**

Transit and Rail On-Call Right-of-Way Services Contract Amendments

**Recommendation:**

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

- A. Approve Amendment No. 3 to Contract No. 18-1001924 with Epic Land Solutions, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs increasing the contract amount in accordance with Recommendation E.
- B. Approve Amendment No. 3 to Contract No. 19-1002007 with Bender Rosenthal, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.
- C. Approve Amendment No. 3 to Contract No. 19-1002008 with Overland, Pacific & Cutler, LLC for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.
- D. Approve Amendment No. 3 to Contract No. 19-1002009 with Paragon Partners Consultants, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.
- E. Approve a total not-to-exceed amount of \$2,000,000.00 for Epic Land Solutions, Inc. (No. 18-1001924), Bender Rosenthal, Inc. (No. 19-1002007), Overland, Pacific & Cutler, LLC (No. 19-1002008), and Paragon Partners Consultants, Inc. (No. 19-1002009), increasing the total Contract authority to be shared among these contracts from \$7,500,000 to \$9,500,000, to be funded with Federal Transit Administration 5309 - American Rescue Plan Stimulus funds.

**Background:**

In May 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of On-Call Right-of-Way (ROW) contracts to four firms to support current and future ROW services for the Transit and Rail projects and programs. The Board also authorized a total not-to-exceed contract authority of \$5,500,000 between the four on-call firms.

Work under the various on-call contracts are issued on a Contract Task Order (CTO) basis and according to SBCTA's On-Call CTO policies and procedures. It was originally anticipated that the majority of work under the CTO-based contracts would be to support the West Valley Connector (WVC) Project. On January 6, 2021, the Board approved proceeding with voluntary acquisitions of property necessary for the WVC project and authorized the Executive Director, or his designee, to execute CTOs over \$500,000 to the on-call firms, as required for the WVC acquisitions, for a combined not-to-exceed amount of \$5,500,000. On January 4, 2023, the Board approved an increase of \$2,000,000 to the not-to-exceed amount, increasing the total contract authority to \$7,500,000. There have been eight CTOs issued to the various on-call firms for a combined amount of \$7,499,373.47, with remaining authority of just \$626.53.

*Entity: San Bernardino County Transportation Authority*

Transit Committee Agenda Item

April 11, 2024

Page 2

The WVC Project is currently under construction, and the various on-call firms have helped SBCTA secure all permanent acquisitions as well as the various temporary construction easements needed for construction. Although the number of acquisitions required for the project has not significantly increased, the level of demolition efforts for the various full acquisitions has been higher than originally anticipated. Services that are needed for the next phases of the project include, but are not limited to, building demolition support services, close-out of temporary construction easements, transfer of public easements to the cities, and support for the sale of excess land. Based on the remaining ROW activities, staff is recommending approval to increase the combined contract authority for the four bench contracts by \$2,000,000, using previously authorized project funds, for a total not-to-exceed amount of \$9,500,000.

**Financial Impact:**

West Valley Connector Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded in total with Local Projects, Federal Transit Administration - 5309 funds, and Federal Transit Administration – 5309 American Rescue Plan Stimulus funds in Program 30, Transit.

**Reviewed By:**

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

**Responsible Staff:**

Joy Buenafior, Deputy Director of Transit & Rail Programs

Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:

**General Contract Information**

Contract No: 18-1001924 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 02727 Vendor Name: Epic Land Solutions, Inc.  
 Description: 19-1002007 Bender Rosenthal, 19-1002008 Overland Pacific & Cutler & 19-0002009 Paragon Partners Consult

**Dollar Amount**

Original Contract	\$	1,375,000.00	Original Contingency	\$	-
Prior Amendments	\$	621,056.11	Prior Amendments	\$	-
Current Amendment	\$	500,000.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,496,056.11</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>2,496,056.11</b>

**Contract Authorization**

Board of Directors Date: 5/1/2024 Committee Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No No Budget Adjustment \_\_\_\_\_  
 Federal/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 5/1/2019 Expiration Date: 6/30/2026 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:	6010	30	0315	0334	52001	42909014	Federal Land Sales	1,517,466.49	-
GL:	6010	30	0315	0334	52001	42909015	Local Land Sales	379,366.62	-
GL:	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	99,223.00	-
GL:	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	500,000.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Joy Buenaflor Victor Lopez  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: Contract 18-1001924 Amendment No. 3 Revised CSS [Revision 1] (10487 : Transit and Rail On-Call Right-of-Way Services Contract

**AMENDMENT NO. 3 TO CONTRACT NO. 18-1001924**

**FOR**

**ON-CALL RIGHT-OF-WAY**

**EPIC LAND SOLUTIONS, INC.**

This AMENDMENT No. 3 to Contract No.18-1001924 (“Contract”) is made and entered into by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street,, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Epic Land Solutions, Inc., (“CONSULTANT”), whose address is 1971 W 190<sup>th</sup> Street, Suite 200, Torrance, California 90504. SBCTA and CONSULTANT are each a "Party" and collectively "Parties”.

RECITALS:

- A. On August 22, 2019, SBCTA and CONSULTANT entered into Contract No. 18-1001924 for On-Call Right-of-Way services; and
- B. On April 21, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA’s option to extend the Contract for the first one-year option term through May 1, 2023; and
- C. On January 26, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00, increasing the total contract amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (\$7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000 increasing the total contract amount to an not-to-exceed amount Nine Million Five Hundred Thousand (\$9,500,000.00).

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

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”

2. The Recitals set forth above are incorporated herein by this reference.

- 3. Except as amended by this Amendment No. 3, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
- 4. This Amendment No. 3 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 below.

**EPIC LAND SOLUTIONS, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Karen Starr  
President

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

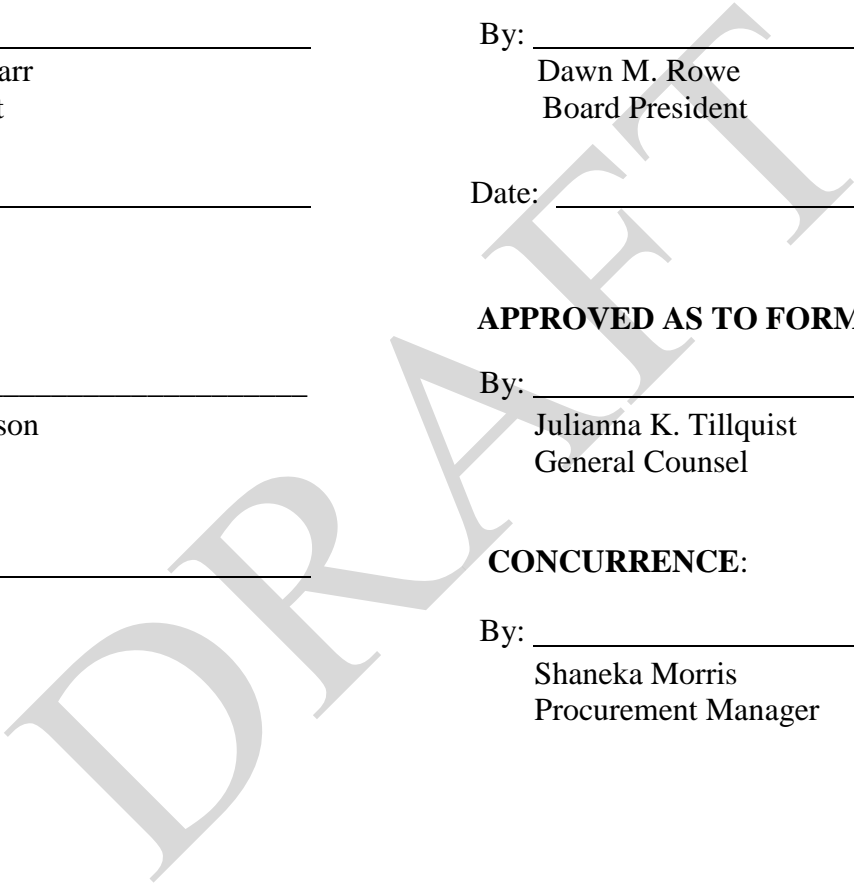
By: \_\_\_\_\_  
Jane Johnson  
Secretary

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka Morris  
Procurement Manager



**General Contract Information**

Contract No: 19-1002007 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 03228 Vendor Name: Bender Rosenthal, Inc.  
 Description: 18-1001924 Epic Land Solutions, 19-1002008 Overland Pacific & Cutler & 19-0002009 Paragon Partners Consul

**Dollar Amount**

Original Contract	\$	1,375,000.00	Original Contingency	\$	-
Prior Amendments	\$	(509,621.95)	Prior Amendments	\$	-
Current Amendment	\$	500,000.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>1,365,378.05</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,365,378.05</b>

**Contract Authorization**

Board of Directors Date: 5/1/2024 Committee Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No Administrative Budget Adjustment \_\_\_\_\_  
 Federal/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 5/1/2019 Expiration Date: 6/30/2026 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$	\$
GL:	6010	30	0315	0334	52001	9014	Federal Land Sales	512,506.81	-
GL:	6010	30	0315	0334	52001	42909015	Local Land Sales	128,126.70	-
GL:	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	224,744.54	-
GL:	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	500,000.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Joy Buenaflor Victor Lopez  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002007 Amendment No. 3 Revised CSS [Revision 1] (10487 : Transit and Rail On-Call Right-of-Way Services Contract

**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002007**

**FOR**

**ON-CALL RIGHT-OF-WAY**

**BENDER ROSENTHAL, INC.**

This AMENDMENT No. 3 to Contract No.19-1002007 (“Contract”) is made and entered into by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Bender Rosenthal, Inc., (“CONSULTANT”), whose address is 11801 Pierce Street, Suite 200, Riverside, California 92505. SBCTA and CONSULTANT are each a "Party" and collectively "Parties”.

RECITALS:

- A. On May 30, 2019, SBCTA and CONSULTANT entered into Contract No. 19-1002007 for On-Call Right-of-Way Services; and
- B. On May 6, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA’s option to extend the Contract for the first one-year option term through May 11, 2023; and
- C. On January 26, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (\$7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and,
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand (\$9,500,000.00).

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

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”

- 2. The Recitals set forth above are incorporated herein by this reference.
- 3. Except as amended by this Amendment No. 3, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
- 4. This Amendment No. 3 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 below.

**BENDER ROSENTHAL, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
David Wraa  
Chief Executive Officer

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Renee Buar  
Executive Vice President

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager



**General Contract Information**

Contract No: 19-1002008 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 02556 Vendor Name: Overland, Pacific & Cutler, LLC  
 Description: 18-1001924 Epic Land Solutions, 19-1002007 Bender Rosenthal & 19-0002009 Paragon Partners Consultnats

**Dollar Amount**

Original Contract	\$ 1,375,000.00	Original Contingency	\$ -
Prior Amendments	\$ (250,000.00)	Prior Amendments	\$ -
Current Amendment	\$ 500,000.00	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$ 1,625,000.00</b>	<b>Total Contingency Value</b>	<b>\$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>		<b>\$ 1,625,000.00</b>	

**Contract Authorization**

Board of Directors Date: 5/1/2024 Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No No Budget Adjustment \_\_\_\_\_  
 Federal/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 5/1/2019 Expiration Date: 6/30/2026 Revised Expiration Date: \_\_\_\_\_

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 6010	30	0315	0334	52001	42909014		Federal Land Sales	508,508.21	-
GL: 6010	30	0315	0334	52001	42909015		Local Land Sales	127,126.80	-
GL: 1040	30	0313	0360	52001	41200000		LTF - Rail	38,000.00	-
GL: 2130	30	0315	0334	52001	42107027		FTA ARP Stimulus	451,364.99	-
GL: 2130	30	0315	0334	52001	42107027		FTA ARP Stimulus	500,000.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Joy Buenaflor

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002008 Amendment No. 3 Revised CSS (10487 : Transit and Rail On-Call Right-of-Way Services Contract

**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002008**  
**FOR**  
**ON-CALL RIGHT-OF-WAY**  
**(OVERLAND, PACIFIC & CUTLER, LLC)**

This AMENDMENT No. 3 to Contract No 19-1002008 ("Contract") is made and entered into by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3d Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Overland, Pacific & Cutler, LLC ("CONSULTANT"), whose address is 2280 Market Street, Suite 340, Riverside, California 92501. SBCTA and CONSULTANT are each a "Party" and collectively "Parties."

**RECITALS**

- A. SBCTA, under Contract No 19-1002008, engaged CONSULTANT to provide certain services related to On-Call-Right-of-Way Services ("Contract"); and
- B. On April 22, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA's option to extend the Contract for the first one-year option through May 1, 2023; and
- C. On February 27, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand (9,500,000.00).

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

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:  

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”

- 2. The Recitals set forth above are incorporated herein by this reference.
- 3. Except as amended by this Amendment No. 3, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
- 4. This Amendment No. 3 is effective upon execution by SBCTA.

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

**OVERLAND, PACIFIC & CUTLER, LLC**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Brian Everett  
Manager

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark LaBonte  
Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

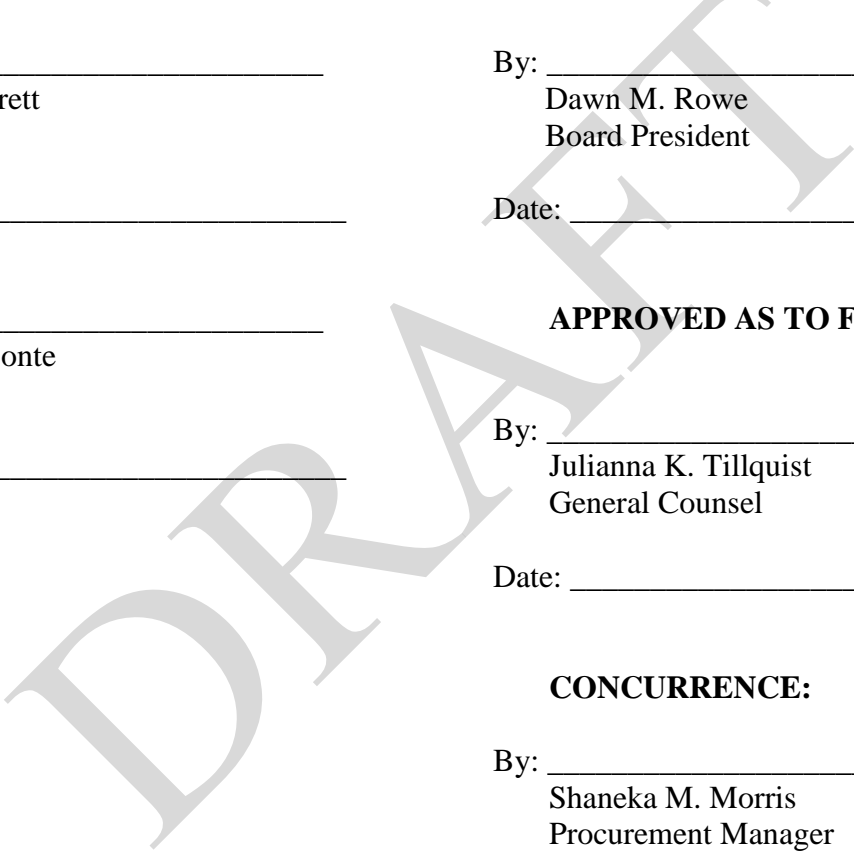
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_



**Contract Summary Sheet**

**General Contract Information**

Contract No: 19-1002009 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 02624 Vendor Name: Paragon Partners Consultantsz, Inc.  
 Description: 18-1001924 Epic Land Solutions, 19-1002007 Bender Rosenthal & 19-0002008 Overland Pacific & Cutler

**Dollar Amount**

Original Contract	\$	1,375,000.00	Original Contingency	\$	-
Prior Amendments	\$	2,138,565.84	Prior Amendments	\$	-
Current Amendment	\$	500,000.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>4,013,565.84</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>4,013,565.84</b>

**Contract Authorization**

Board of Directors Date: 5/1/2024 Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No No Budget Adjustment \_\_\_\_\_

Federal/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 5/1/2019 Expiration Date: 6/30/2026 Revised Expiration Date: \_\_\_\_\_

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:	6010	30	0315	0334	52001	42909014	Federal Land Sales	1,861,519.49	-
GL:	6010	30	0315	0334	52001	42909015	Local Land Sales	465,379.88	-
GL:	2130	30	0315	0334	52001	42107026	FTA SS/CIG	1,135,069.18	-
GL:	1040	30	0315	0360	52001	41200000	LTF - Rail	8,103.29	-
GL:	1040	30	0313	0360	52001	41200000	LTF - Rail	38,200.00	-
GL:	2130	30	0315	0334	52001	42107027	FTA ARP	505,294.00	-
GL:								-	-
GL:								-	-
GL:								-	-

Joy Buenaflor

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002009 Amendment No. 3 Revised CSS (10487 : Transit and Rail On-Call Right-of-Way Services Contract

**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002009****FOR****ON-CALL RIGHT-OF-WAY****PARAGON PARTNERS CONSULTANTS, INC.**

This AMENDMENT No. 3 to Contract No. 19-1002009 (“Contract”) is made by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2nd Floor, San Bernardino, California 92410-1715, and Paragon Partners Consultants, Inc. (“CONSULTANT”), whose address is 5660 Katella Ave., Suite 100 Cypress, California 90630, SBCTA and Consultant are each a "Party" and collectively "Parties".

**RECITALS:**

- A. SBCTA, under Contract No. 19-1002009, engaged CONSULTANT to provide certain services related to On-Call Right-of-Way services (“Contract”); and
- B. On April 27, 2022, the Parties amended the Contract (Assignment and Amendment No. 1) to assign the Contract from Paragon Partners, Ltd. to Paragon Partners Consultants, Inc., pursuant to Article 40 of the Contract, and to exercise SBCTA’s option to extend the Contract for the first one-year option through May 1, 2023; and
- C. On January 27, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (\$7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand (9,500,000.00).

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

1. ARTICLE 4.16 COMPENSATION; is deleted and replaced in its entirety to read as follows;
 

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”
2. The Recitals set forth above are incorporated herein by this reference.

- 3. Except as amended by this Amendment No. 3, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
- 4. This Amendment No. 3 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 below.

**PARAGON PARTNERS  
CONSULTANTS, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Neilia LaValle  
Chief Executive Officer

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

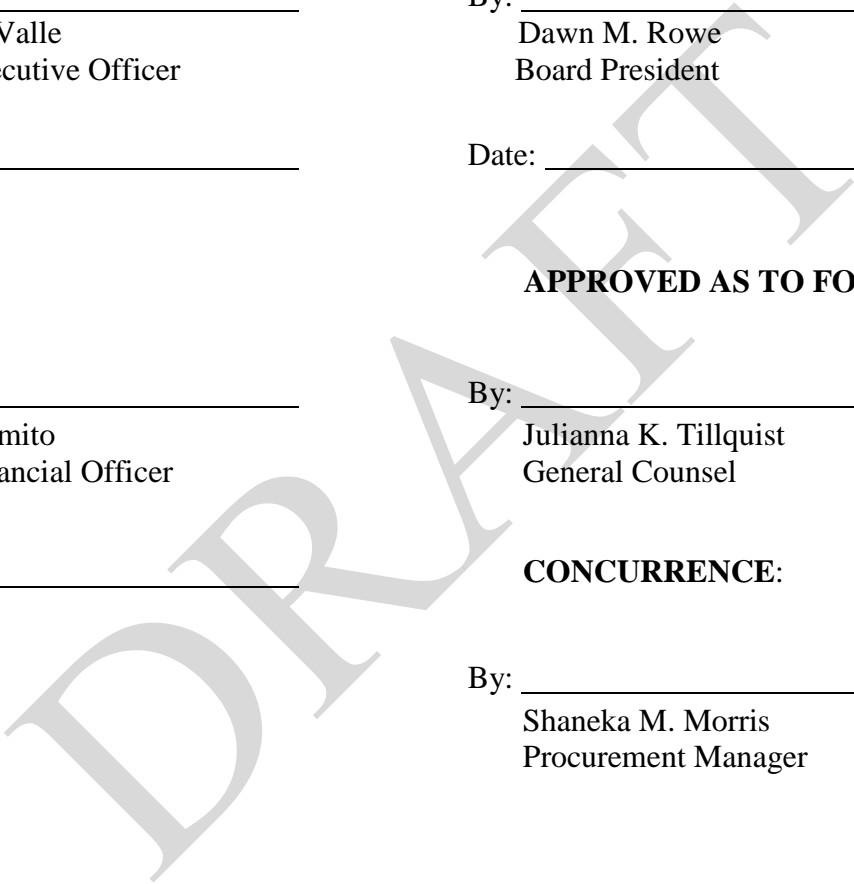
By: \_\_\_\_\_  
Kevin Romito  
Chief Financial Officer

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager



Attachment: Contract 19-1002009 Amendment No. 3 Paragon Partners Consultants Inc (10487 : Transit and Rail On-Call Right-of-Way Services

## *Minute Action*

AGENDA ITEM: 8

**Date:** *April 11, 2024*

**Subject:**

Zero-Emission Multiple Unit Program Management Services Contract Task Order No. 7 Amendment to Contract No. 23-1002904 and West Valley Connector Program Management Services Contract Task Order No. 9 to Contract No. 22-1002744

**Recommendation:**

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

- A. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 7 for the Zero-Emission Multiple Unit (ZEMU) Program Management Services with Mott MacDonald Group Inc. (Contract No. 23-1002904) in an amount not-to-exceed \$2,500,000.
- B. Authorize the Executive Director, or his designee, to execute Contract Task Order No. 9 for West Valley Connector Program Management Services with WSP USA Inc. (Contract No. 22-1002744) in an amount not-to-exceed \$3,400,000.
- C. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 7 over \$500,000, for the ZEMU Program Management Services, for a combined not-to-exceed CTO amount of \$3,500,000.
- D. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 9 over \$500,000, West Valley Connector Program Management Services, for a combined not-to-exceed CTO amount of \$4,000,000.

**Background:**

In December 2013, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Contract No. C14003/00-1000939 to Mott MacDonald Group Inc. (Mott), formerly Hatch Mott MacDonald, and Contract No. C14086/00-1000940 to WSP USA Inc. (WSP), formerly Parsons Brinckerhoff, for On-Call Transit and Rail Services and authorized a total not-to-exceed amount of \$20 million to be shared by both contracts through the contract task order process. Both contracts included a contract expiration date of December 31, 2018, and two one-year options to extend the term of the contract. The use of the on-call services under the contract task order approach has been successful with the staffing being provided, having become familiar with SBCTA processes and procedures, and gaining efficiencies over time. In April 2018, the SBCTA Board approved a time extension of the existing contracts to December 31, 2022, to better align with the existing major projects being delivered.

In September 2021, the Board approved a contract extension to the on-call services and increased the combined not-to-exceed amount to \$33,350,000. On January 31, 2022, WSPs Contract No. 00-1000940 was extended to June 30, 2025 to complete Contract Task Order (CTO) No. 71 for West Valley Connector (WVC) Program Management Services. Similarly, Motts Contract No. 00-1000939 was extended to June 30, 2025, for CTO No. 64 Zero-Emission Multiple Unit (ZEMU) Program Management Services on March 9, 2022. All CTOs under the on-call services contract expired on December 31, 2022.

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

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On December 7, 2022, the Board approved the award for On-Call Transit and Rail Services Contracts, which included WSP's Contract No. 22-1002744 and Mott's Contract No. 23-1002904. With the upcoming CTO amendments for the Program Management Services to support the WVC and ZEMU projects to completion, staff determined it would be easier to complete the projects under the new on-call services contract and allow CTOs No. 71 and No. 64 to be completely depleted, then subsequently close out the old on-call contracts.

In April 2019, CTO No. 64 was issued to Mott under SBCTA's on-call Contract No. C141003/00-1000939 for Transit and Rail On-Call Services in accordance with current SBCTA policies and procedures for Consultant Services to provide Program Management Services for the ZEMU Project Phase 1 Planning and Program Management in an amount not-to-exceed \$687,176.

Subsequently, CTO No. 64 Amendment No. 01 was issued in January 2020 in a not-to-exceed amount of \$100,000 to ensure there was enough funding to complete the planning phase of the project. In April 2020, CTO No. 64 Amendment No. 02 was issued to ensure the transitioning of work from Phase 1-Planning and Program Management to Phase 2-Engineering and Program Management in a not-to-exceed amount of \$2,361,634, bringing the CTO total not-to-exceed amount of \$3,148,810.

Staff anticipated CTO No. 64 would be amended after the alternative propulsion system was determined. Therefore, staff has requested additional funding be allocated to CTO No. 64 to support the remaining anticipated work to complete the final Phase 3 of the ZEMU Arrow Maintenance Facility (AMF) Retrofit Design, Project Implementation, and Program Management. The on-call services supporting the final design and delivery of the AMF is anticipated to take approximately three and a half years. Therefore, staff previously requested that the remaining contract authority for CTO No. 64 be extended to June 30, 2025.

In November 2022, CTO No. 64 Amendment No. 03 increased the not-to-exceed amount to \$6,338,399. As the ZEMU project progressed, the level of effort to complete the various ZEMU procurements has increased and additional project management support is necessary to complete and deliver the ZEMU project. For instance, the procurement of the hydrogen fueling station at the AMF has proven to be challenging and has gone through numerous solicitations and approaches. The team continues to work with hydrogen providers and system builders to ensure fueling is available when the ZEMU arrives in San Bernardino. The remaining CTO No. 64 project budget is anticipated to be expended prior to the overall project completion.

CTO No. 07 was issued on February 5, 2024 as continuance of CTO No. 64, which was issued under a prior on-call contract. CTO No. 07, which was issued under the On-Call Transit Contract No. 23-1002904 in the amount of \$500,000, will allow the continuation of support services while the ZEMU vehicle goes through the critical period of getting Federal Rail Administration (FRA) approval to use hydrogen as an alternative fuel and preparation to test on the Arrow corridor. With the level of effort needed to prepare all FRA required reports and plans, procurement, design, permitting support for the hydrogen fueling station, testing in San Bernardino, and pre-revenue service tasks, staff determined that the additional effort needed to get the project through closeout necessitates an amendment to CTO 07 of \$2,500,000. The CTO rates and scope are going through final negotiations, but the amendment amount is below the Independent Cost Estimate. Additionally, the on-call contract has a remaining contract authority of approximately \$17,285,000. However, per Contracting and Procurement Policy No. 11000, any CTOs or CTO amendments over \$500,000 require Board approval and staff

San Bernardino County Transportation Authority



Transit Committee Agenda Item

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requests that the Board authorize the Executive Director, or his designee, to execute amendments over \$500,000, for a total CTO No. 07 not-to-exceed amount of \$3,500,000. CTO No. 07 will be funded with a mixture of previously allocated State Transit Assistance funds, Transit and Intercity Rail Capital Program (TIRCP) grant funds, and TIRCP Senate Bill 125 funds.

In September 2020, CTO No. 71 was issued to WSP under SBCTA On-Call Bench Contract No. C141086/00-1000940 for Transit and Rail On-Call Services in accordance with current SBCTA policies and procedures for Consultant Services to provide Program Management Services for the WVC Project in an amount not-to-exceed \$2,971,274.

WSP's original proposal amount was \$5,298,032 to complete the overall project but due to remaining contract authority under the on-call contracts and to better define the scope for later phases, CTO No. 71 was issued in an amount not-to-exceed \$2,971,274 which only included funds for the design and right-of-way phase of the project.

In September 2021, the Board approved a contract extension to Contract No. C141086/00-1000940, extending the contract to June 30, 2025, increased the total on-call contract authority, and authorized the Executive Director, or his designee to execute a CTO amendment with WSP for the WVC Project in an amount not-to-exceed \$3,400,000. The amendment amount reflects the current level of effort estimated to complete the project and the latest project delivery schedule at the time. Since the issuance of the CTO No. 71 amendment, construction start was delayed by approximately two-years with a current completion date of June 2026. This delay requires additional consultant support, including additional support for right-of-way coordination, city coordination, and stakeholder management. Due to the increase in schedule and additional effort to complete the project, staff requests approval of CTO No. 09 under WSP Contract No. 22-1002744 in the amount of \$3,400,000. The CTO rates and scope are going through final negotiations, but the amendment amount is below the Independent Cost Estimate. Additionally, staff recommends that the Board authorize the Executive Director, or his designee, to execute CTO amendments over \$500,000, for a total not-to-exceed amount of \$4,000,000. CTO No. 09 will be funded with a mixture of previously allocated Measure I Valley Fund – Rapid Transit Service and local project funds to be reimbursed by Omnitrans.

***Financial Impact:***

The Projects are included in the adopted Budget for Fiscal Year 2023/2024 and funded with Valley State Transit Assistance – Population Share, Transit and Intercity Rail Capital Program, and Transit and Intercity Rail Capital Program Senate Bill 125 funds for ZEMU, and Measure I Valley - Rapid Transit Services and local project funds for West Valley Connector in Program 30, Transit.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager has reviewed this item and the CTOs.

***Responsible Staff:***

Joy Buenaflor, Deputy Director of Transit & Rail Programs

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Approved  
Transit Committee  
Date: April 11, 2024  
Witnessed By:



## Contract Task Order (CTO)

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

**Consultant Name:** Mott MacDonald Group Inc.      **Contract No.** 23-1002904  
**CTO No.:** 07      **Amendment No.:** 1  
**Period of Performance:** CTO NTP Start Date      **CTO Completion Date:** 12/31/2026  
**Scope of Work Description:** ZEMU Project Management Services (see attached)

**CTO Pricing - Cost Proposal Submitted:**

Exhibit B Fee Schedule (to be attached)

**Lump Sum**   

**Time and Material**   

Original CTO Not to Exceed Amount:	\$	<u>500,000</u>
Cumulative Amount of All Prior Amendments:	\$	<u>                    </u>
Current Amendment Not to Exceed Amount:	\$	<u>2,500,000</u>
Revised CTO Total Amount (Amount Includes All Amendments):	\$	<u>3,000,000</u>

**Funding Code for this CTO:**

2565.30.0315.0336.52005.42206502 – TIRCP PS&E  
 2750.30.0315.0336.52005.42217801 – TIRCP Senate Bill 125  
 1050.30.0315.0336.52005.42218001 – STA Funds

Sub-Consultants/Contractors:	DBE	Amount	Cumulative Amount
		\$	\$
		\$	\$
		\$	\$
<b>Consultant hereby acknowledges receipt and acceptance of the Contract Task Order by signing below.</b>		<b>San Bernardino County Transportation Authority</b>	

Ernest A. Figueroa  
Personnel Authorized to Sign

Raymond Wolfe  
Executive Director

Authorized Personnel Signature	Date	Executive Director Signature	Date
--------------------------------	------	------------------------------	------

**Contract Expires:** 12/31/27

**Available Authority:** \$19,285,000

**Remaining Authority After this CTO** \$17,285,000

Attachment: 23-1002904 CTO #7 ZEMU Continuation On-Call Transit CTO (10136 : WVC and ZEMU PMC CTOs)



## SCOPE OF WORK

### **SBCTA – ZEMU Phase 3 (Continued) – AMF Retrofit Design Services During Construction, Project Implementation, and Program Management**

The scope of this Amendment No. 1 to Contract Task Order (CTO) 7 is to provide continued support to the testing, commissioning and implementation of a zero emissions multiple unit (ZEMU) rail vehicle and supporting infrastructure on the Arrow corridor in San Bernardino County. This Amendment is associated with continued support during Phase 3 (Implementation Phase) of the ZEMU Project. A high-level schedule associated with Phase 3 can be referred to in Appendix A.

The scope of services for Phase 3 support was initially defined in CTO 64, Amendment 3 (dated 11/01/2022) and includes the Arrow Maintenance Facility (AMF) Retrofit Design and overall project implementation, as well as program management support. Amendment 3 has a completion date of 06/30/2025. SBCTA and Consultant have entered into a new Contract and have since executed CTO 7, for continuance of work as CTO 64, which funds were expended. Amendment No. 1 is the level of effort needed to provide project support, including closeout. This Amendment No. 1 will provide additional budget necessary to continue to support the Phase 3 scope of work through the anticipated project completion date of 06/30/2026, as well as clearly define additional tasks necessary to support the testing, commissioning and implementation of the vehicle and infrastructure. Amendment No. 1 scope will generally consist of:

- Design support during construction (DSDC) of the AMF hydrogen fuel upgrade project (AMF Retrofit)
- Technical advisory and permitting support during the design, testing, manufacturing and implementation of the hydrogen fueling facility (HFS) at the AMF
- Oversight of the delivery, testing and commissioning of the ZEMU vehicle in Pueblo, Colorado and San Bernardino County, California
- Continued support of the Federal Railroad Administration (FRA) regulatory approval process for the ZEMU vehicle
- Support of ZEMU operations, maintenance and safety implementation
- Program management support including oversight of SBCTA's construction manager, third party coordination, stakeholder engagement, as well as extension of SBCTA staff to support internal SBCTA processes



The overall intent of this phase is to continue to support the vehicle supplier, Stadler, in the delivery of a hydrogen hybrid ZEMU and future contractors in the delivery of the necessary supporting infrastructure (including fueling, storage and the AMF retrofit) and safety requirements.

The general tasks for Phase 3 will include:

- Task 1.0: Project Management, Meetings and Coordination with SBCTA
- Task 2.0: Phase 3 Project Implementation Schedule
- Task 3.0: Grant Administration completed (not included in this amendment)
- Task 4.0: Environmental Clearance Completed (not included in this amendment)
- Task 5.0: System Safety, Hazards, and Risk Oversight
- Task 6.0: Regulatory Approval Support
- Task 7.0: Stadler Vehicle Delivery, Testing and Commissioning Oversight
- Task 8.0: AMF DSDC, Hydrogen Fueling Station (HFS) & Third-Party Approval/Coordination
- Task 9.0: ZEMU Operations, Maintenance and Safety Implementation
- Task 10.0: Public Outreach Program

### **GENERAL DESCRIPTION OF SERVICES**

The San Bernardino County Transportation Authority (SBCTA) is expanding their rail network in the San Bernardino Valley and seeking to improve greenhouse gas (GHG) emissions and other air pollutants on their systems by converting the current Diesel Multiple Unit (DMU) rail vehicles to zero or low emissions. In early 2018, SBCTA applied and was awarded Transit and Intercity Rail Capital Program (TIRCP) funds to complete research and development of ZEMU rail vehicles with the intent to operate a zero or low emissions service. TIRCP funding was awarded to advance the pilot project, procure the ZEMU vehicle, and eventually implement a single ZEMU vehicle into Arrow service operations by 2024. On July 2019, SBCTA Board approved Hydrogen Fuel Cell Hybrid as the preferred method of propulsion for the ZEMU vehicle.

The goal of the delivery phase (Phase 3) has been and will continue to be, to support the DSDC and delivery of the AMF retrofit, delivery of the hydrogen fueling and storage infrastructure and safety elements/testing, and delivery and regulatory approval of the ZEMU vehicle. More detailed information on the proposed scope of work is outlined in the Detailed Scope of Services Section of this Amendment.



## **DETAILED SCOPE OF SERVICES**

### **1.0 Project/Program Management, Meetings and Coordination with SBCTA**

#### **1.1 Project Management**

This task includes management and administration activities that will be provided by the Consultant consistent with the technical scope of services and with the requirements of SBCTA. Project Management includes the management and leadership effort required to successfully guide the multi-disciplined team through the scope of services. Project Management also includes meeting the requirements of the approved quality assurance and quality control (QA/QC) process to ensure that deliverables are produced to the appropriate standard of care in terms of correctness, timeliness and appropriateness of the information contained in each deliverable item. Elements of Project Management include management and coordination with project stakeholders including SBCTA, Southern California Regional Rail Authority (SCRRA), Federal Railroad Administration (FRA), Caltrans, CalSTA and Stadler, including various cities along the Arrow corridor; administration; reporting; quality control (QC); safety; cost estimating (review bids, change orders, etc.); and cost/schedule monitoring and control. The Consultant team's Project Manager (PM) will generally be the single point of contact with SBCTA in regard to task administration and will be responsible for all aspects of the project, including quality and the delivery of the project milestones within schedule and budget.

#### **1.2 Program Management**

This task includes management and administration activities that will be performed by the Consultant to assist SBCTA in managing all aspects of the project, including management of the Construction Management firm and invoice review for Stadler, CPM Partners, Inc. and SCRRA. This task also includes utilization of certain Consultant staff as extension of SBCTA staff to work within SBCTA systems.

#### **1.3 Project Administration**

Consultant will perform administrative functions associated with the on-going management of the contract task order as it relates to the work herein. Activities include but are not limited to routine contract administration, developing invoices, setting up meetings, preparing meeting agendas, taking and distributing meeting minutes, developing and tracking action items, scheduling activities, document control, reproducing and distributing deliverables, monitoring budget and closing out task orders, among other activities.



#### 1.4 Project Controls

Consultant will monitor and report budget, schedule and technical performance. Consultant shall prepare and distribute monthly project status reports.

#### 1.5 Quality Assurance

Consultant will define planned and systematic actions that provide adequate confidence to Consultant management and its client that an activity or service consistently fulfills the requirements for its intended purpose and the quality standards of SBCTA. Quality review shall be provided to ensure adequacy of reports and deliverables consistent with professional formats.

#### 1.6 Cost Estimate Updates

Consultant to review contractor bids and prepare independent cost estimates (ICE) in support of the construction contract as needed.

#### 1.7 Project Meetings

Consultant to attend weekly telephone or in-person ZEMU Status meetings with SBCTA to review project status, ongoing actions, risk to consultant schedule/scope and any other ongoing issues that need to be resolved.

At the direction of SBCTA, consultant will represent SBCTA at meetings involving third parties, key stakeholders, regulatory agencies, Stadler (ZEMU vehicle supplier), potential vendors and suppliers for hydrogen and hydrogen infrastructure/equipment. Consultant will provide agendas and records of meetings as required.

#### 1.8 Project Closeout

This task includes management and administration activities that will be provided by the Consultant to assist SBCTA in closing out the Project, including:

- Transfer of Mott MacDonald and Stadler deliverables to SBCTA and relevant stakeholders
- Coordination with Stakeholders, as necessary
- Other activities related to Project transfer to SCRRA
- Assist SBCTA with closeout of agreements with Stakeholders
- Assist SBCTA in closing out funding agreements as necessary



**Assumptions:**

- The Mott MacDonald scope of work will extend through June 30, 2026 and will align with the Stadler vehicle testing and implementation process (including initial revenue service), HFS procurement and implementation, AMF Retrofit construction and closeout.

**2.0 Task 2.0: Project Schedule**

Consultant to update Project/Program schedule on a monthly basis, which includes key milestone dates related to the following elements: Construction schedule for the AMF Retrofit, Electrical Equipment Procurement, Southern California Edison (SCE) power upgrades, ZEMU test status, FRA Regulatory Engagement and HFS.

**Deliverables:**

- Monthly Update to overall Program Delivery Schedule

**3.0 Task 3.0: Grant Administration**

Not used in Phase 3 – Grant Administration task completed in Phase 3

**4.0 Task 4.0 Environmental Process**

Not used in Phase 3 – Environmental clearance completed in Phase 2

**5.0 Task 5.0 System Safety, Hazards and Risk Oversight**

Support development and finalization of ZEMU vehicle-related technical risk assessment and risk register as part of the overall project risk and issues registers, which also includes the following activities:

- Vehicle Executive Safety Summary preparation and coordination
- Vehicle Hazard Record discussions with Stakeholders and associated documentation
- AMF Hazard Record discussions with Stakeholders and associated documentation





**Deliverables:**

- AMF Retrofit Safety Planning Document and Hazard Record (per Hydrogen Safety Panel guidance)
- Review and provide comments related to Stadler’s updates to vehicle risk and issues registers

**6.0 Task 6.0: Regulatory and Third-Party Approval Support**

**6.1 FRA Approval Support**

In coordination with Stadler, Consultant will continue to provide support associated with the FRA regulatory process. The team will provide oversight of Stadler in the production of the necessary documents and justification to obtain a Letter of Concurrence to test the vehicle on the RPRP corridor, as well as a Letter of Concurrence for the ZEMU vehicle revenue service. Consultant will continue discussions with the FRA via the Technical Advisory Group (TAG) Meetings as well as travel as necessary to the Quarterly meetings. Consultant will also serve as the liaison between FRA and other relevant stakeholders, including SCRRA.

Consultant will assist SCRRA in the production and submittal of the ZEMU-related documentation required by FRA associated with the New Starts Matrix, including the CFR 238.111b Test Plan.

Consultant will update the Program Schedule related to FRA engagement for eventual implementation of the project in the RPRP Corridor. The schedule developed will include key milestone dates (e.g., reviews, concurrence, etc.).

Consultant will serve as a liaison between SBCTA and FRA with regard to the ZEMU testing effort.

Consultant shall prepare or update the following reports to incorporate the ZEMU vehicle for testing and revenue service:

- Safety and Security Certification Verification Report (SSCVR)
- Safety and Security Certification Program Plan (SSCPP)
- Operating Hazard Analysis (OHA)
- System Safety Program Plan (SSPP)
- Passenger Train Emergency Preparedness Plan (PTEPP)



**Deliverables:**

- Prepare and package relevant documentation to SBCTA for submission to FRA related to obtaining the Letter of Concurrence for Hydrogen as Alternative Fuel
- Prepare and package relevant documentation to SBCTA for submission to FRA related to obtaining the Letter of Concurrence for Revenue Service
- Prepare presentation materials and/or present to FRA, as requested by SBCTA
- Prepare System Safety and Security Certification Verification Report (SSCVR) to include the ZEMU vehicle
- Update the current Safety and Security Certification Program Plan (SSCPP) to include the ZEMU vehicle
- Operating Hazard Analysis (OHA) to include the ZEMU
- Provide proposed edits to the System Safety Program Plan (SSPP)
- Provide proposed edits to the Passenger Train Emergency Preparedness Plan (PTEPP)

**7.0 Task 7: Stadler Vehicle Delivery, Testing and Commissioning Oversight**

**7.1 Stadler Support**

Consultant Team to continue to complete the following as a part of this task:

- Conduct regular periodic (assume bi-weekly) commercial vehicle status meetings with Stadler commercial management staff. Meetings will be via conference call, except one face-to-face meeting per quarter or as mutually agreed if necessary.
- Conduct regular periodic (assume bi-weekly) technical vehicle status meetings with Stadler technical staff. Meetings will be via conference call, except one face-to-face meeting per quarter or as mutually agreed if necessary.
- Review and report on Stadler’s project progress and schedule adherence
- Work with Stadler to close out open items related to Final Design Review (FDR)
- Review and comment on all applicable technical contract deliverables (CDRLs) under the ZEMU vehicle contract and specification.



- Review and provide concurrence related to technical deviations and change requests
- Engagement during and witnessing of vehicle testing and reporting to FRA in Pueblo, CO
- Witnessing of testing and inspections of key components and deliverables
- Full-time witnessing of testing and inspections of key components and deliverables in San Bernardino, CA from
- Participation in testing working groups and daily status meetings as necessary during testing
- Oversight of ZEMU vehicle validation and commissioning process in San Bernardino (including initial revenue service), as applicable

**Deliverables:**

- Review and comment on Stadler’s monthly project update reports and bi-weekly periodic status meetings
- Review open comments from Final design package submissions
- Provide draft letters/review comments for Stadler submissions
- Preparation of change order documents, as needed
- Periodic reports related to testing and commissioning
- Reports of independent assessment or analysis, as required. For example, technology supplier risk evaluation, operations, maintenance or fueling interface assessments, training and documentation reviews, etc.

**Assumption:**

Testing in San Bernardino between 4-6 months

**8.0 Task 8: AMF Design Services During Construction, HFS & Third-Party Approval/Coordination**



### 8.1 Maintenance Building Renovations

Consultant to support SBCTA and their construction management team through the delivery of the AMF Retrofit project. This includes Design Services During Construction: submittal reviews, Request for Information (RFI) responses, necessary design changes, etc. Consultant to obtain approval of any revisions to the PS&E package as required by the City.

### 8.2 DMU Support

Consultant to support SBCTA as needed regarding overlap related to DMU/ZEMU (Storage unit exhibit/paving, fire truck egress analysis, etc.)

### 8.3 Electrical Equipment Procurement

Consultant to continue to support SBCTA and their construction management team through the delivery and commissioning of the electrical equipment to be delivered on site in support of the AMF Retrofit construction. Consultant to monitor equipment delivery schedule and provide technical support as needed.

### 8.4 Hydrogen Fueling

Consultant to support SBCTA and their construction management team through the delivery of the hydrogen fueling project. This coordination will be especially important as it relates to the interfaces between the existing vehicle manufacturer, Stadler, and future fueling contractor. Activities may include:

- Review of Contractor submittals/design reviews
- Site visits, as needed
- Coordination with Stadler
- Permitting support, as required - apply for and obtain relevant permits from applicable governmental agencies.
- Review of Contractor HAZOP/Safety Plan
- Review of Contractor testing and operations plan
- Review of fueling protocols and operations plan
- Facilitate reviews by the Hydrogen Safety Panel
- Prepare plans needed to support the temporary fueling facility



## Assumptions and Exclusions

- Consultant assumes that the Fueling Contractor for the permanent fueling system will provide layout drawings and supporting/relevant information needed to obtain permits

### 8.5 Design Services During Construction

Consultant to support SBCTA and their construction management team through the delivery of the AMF Retrofit project. Activities include:

- Respond to RFI's
- Review submittals from the AMF Retrofit Contractor
- Attend coordination meetings as necessary
- Coordinate with third parties and other stakeholders as necessary

### 8.6 Utilities & Third-Party Coordination

Consultant will coordinate with various utilities, agencies and governmental entities as required to support the construction management team with AMF Construction, including Southern California Edison (SCE), SCRRA, City of San Bernardino and San Bernardino County Fire Department. Activities may include, but are not limited to the following:

- Coordination with SCE to facilitate an upgrade to existing power infrastructure at the facility to meet the needs of the AMF Retrofit and HFS
- Coordination with the City of San Bernardino as necessary
- Coordination with the San Bernardino County Fire Department to support the AMF construction as well as the HFS

### Deliverables:

- Plan revision submittals to City of San Bernardino, as required.
- Third Party Coordination strategy for engagement with key stakeholders
- Third Party Coordination Records (Agenda, Minutes)



## 9.0 ZEMU Operations, Maintenance and Safety Implementation

### 9.1 Review of RPRP Operating and Maintenance Plans in conjunction with Task 6.1

Consultant will assist SCRRA in identifying modifications specific to the ZEMU vehicle that should be implemented into their operations, maintenance and emergency plans, specifically the required CFR 239 (Emergency Preparedness Plan) and CFR 270 (System Safety Plan) plans. Consultant to coordinate with necessary stakeholders, including SCRRA to identify key areas of concern, risk and potential mitigations, as well as:

- Provide relevant information, including proposed hazard mitigations, to SCRRA to allow revisions of procedures and documentation to support the implementation of hydrogen/batteries
- Provide support as needed to assist SCRRA in reviewing and revising the Emergency Preparedness Plan and the System Safety Plan

Consultant will also assist SCRRA in organizing first responder trainings and review training materials as requested by SBCTA.

#### Assumptions and Exclusions

- SCRRA has the responsibility for the Emergency Preparedness Plan and System Safety Plan updates. Consultant will provide relevant information to add the ZEMU vehicle to the SCRRA/Metrolink System
- Consultant will prepare edits to SCRRA operations, maintenance, safety and security documents as applicable;
- Consultant assumes that standard operations and maintenance plans/procedures for the AMF will be developed by the maintenance contractor and coordinated with SCRRA
- Consultant assumes first responder training and operations and maintenance training will be facilitated by others with Consultant supporting the effort
- Consultant assumes first responder training and operations and maintenance training materials will be produced and provided by others



## 9.2 DMU/ZEMU Maintenance Scope of Work

Consultant to continue to coordinate with SBCTA and SCRRA to develop a Scope of Work for the upcoming Stadler maintenance contract with SCRRA.

### Deliverables:

- DMU and ZEMU Maintenance Scope of Work Document
- DMU and ZEMU Maintenance Scope of Work Comment Tracker

## 10.0 Task 10: Public Outreach Program Support

Consultant to review SBCTA's public outreach materials for accuracy related to the technical aspects of the Project as requested by SBCTA.

Consultant may also attend community engagement events, support with project-related presentations and attend meetings with targeted stakeholders, as required.

### Assumptions and Exclusions

- Consultant assumes that SBCTA and their outreach consultant will be responsible for managing the public outreach scope and schedule
- Consultant assumes the SBCTA's public outreach consultant will be responsible for providing public outreach materials as well as printing, public noticing, translation services and distribution of materials

END OF SCOPE DOCUMENT



## Contract Task Order (CTO)

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

**Consultant Name:** WSP USA Inc. **Contract No.** 22-1002744

**CTO No.:** 09 **Amendment No.:** \_\_\_\_\_

**Period of Performance:** CTO NTP Start Date **CTO Completion Date:** 12/31/2026

**West Valley Connector Project Management Consultant (PMC)**

**Scope of Work Description:** Support Services - (see attached)

**CTO Pricing - Cost Proposal Submitted:**

Exhibit B Fee Schedule (to be attached)

**Lump Sum**

**Time and Material**

Original CTO Not to Exceed Amount: \$ 3,400,000

Cumulative Amount of All Prior Amendments: \$ \_\_\_\_\_

Current Amendment Not to Exceed Amount: \$ \_\_\_\_\_

Revised CTO Total Amount (Amount Includes All Amendments): \$ 3,400,000

**Funding Code for this CTO:**

6010.30.0315.0334.52005.42909014 – Federal Land Proceeds 80%

6010.30.0315.0334.52005.42909015 – Local Land Proceeds 20%

4160.30.0315.0334.52005.41100000 – MSI BRT

Sub-Consultants/Contractors:	DBE	Amount	Cumulative Amount
		\$	\$
		\$	\$
		\$	\$
<b>Consultant hereby acknowledges receipt and acceptance of the Contract Task Order by signing below.</b>		<b>San Bernardino County Transportation Authority</b>	

Victor J. Martinez

Raymond W. Wolfe

Personnel Authorized to Sign

Executive Director

Authorized Personnel Signature \_\_\_\_\_ Date \_\_\_\_\_

Executive Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contract Expires:** 12/31/27

**Available Authority:** \$17,285,000

**Remaining Authority After this CTO** \$14,785,000

Attachment: 22-1002744 CTO #9 WVC PMC On-Call Transit CTO (10136 : WVC and ZEMU PMC CTOs)



## **TASK ORDER TITLE: West Valley Connector Phase I Project Program Management Services**

### **I. PROJECT DESCRIPTION**

The West Valley Connector Phase I Project is a 19 miles-long transit improvement project that will connect the cities of Pomona, Montclair, Ontario and Rancho Cucamonga. The project includes 33 station platforms at 21 locations/major intersections and associated improvements, spaced 0.5 to 1 mile apart to facilitate higher operating speeds. Approximately 3.5 miles of exclusive lanes are proposed in the City of Ontario, which would include Transit Signal Priority (TSP) and other transportation systems management improvements, such as queue jump lanes, will be included. Implementation of the project is expected to increase transit usage, reduce traffic congestion and automobile vehicle miles traveled, and improve regional air quality. Improvements to an existing West Valley Maintenance Facility (WVMF) are needed to support charging of the new fleet of battery-electric buses (BEBs) being procured for the Project. Both the BEBs and WVMF improvements are procured by Omnitrans as separate contracts and are part of the West Valley Connector Phase 1 Project.

### **II. EXPECTED RESULTS**

This scope of work for this task order is to provide continuation of Program Management Services for the design and construction of the West Valley Connector Phase 1 Project ("Project"). WSP USA ("Consultant"), under contract with San Bernardino County Transportation Authority (SBCTA), will continue to provide program management services for this project, including the following items of work as more fully described in Section III:

- Project Management
- Project Administration
- Project Information and Development of Plans
- Quality Management Program
- Public Outreach Support
- Risk Management
- Agency Agreements and Stakeholder Coordination
- Utility Coordination and Oversight
- Design Management
- Design Support
- Safety and Security Management
- Environmental & Permits
- ROW Services
- Contracts Management
- Contract Administration
- Document Controls Management
- Project Controls Management
- Cost Engineering

- Scheduling
- Cost Estimating
- Construction Management Oversight
- Vehicle Procurement Assistance
- Project Close-out

### III. SCOPE OF WORK

The scope of work will be organized by major activity task anticipated for these services. The work effort associated with each task is described in the table below. The services in this task order are assumed to be completed by December 31, 2026.

Task	Assumed Level of Effort
1.1 Project Management	0.5 FTE
1.2 Project Administration	80 hours per month
1.3 Not Used	-
1.4 Public Outreach Support	6 hours per month
1.5 Agency Agreements and Stakeholder Coordination	12 hours per month
2.1 Design Management	0.125 FTE
2.2 Design Support	0.125 FTE
2.3 Not Used	-
2.4 Safety and Security Management	16 hours per month
2.5 Environmental & Permits	6 hours per month
2.6 ROW Services	24 hours per month
2.7 Utility Coordination and Oversight	24 hours per month
3.1 Contracts Management	12 hours per month
3.2 Contract Administration	16 hours per month
3.3 Not Used	-
3.4 Document Controls Management	8 hours per month
4.1 Project Controls Management	0.25 FTE
4.2 Cost Engineering	12 hours per month
4.3 Scheduling	0.125 FTE
4.4 Cost Estimating	6 hours per month
4.5 Risk Management	0.125 FTE
4.6 Not Used	-
5.0 Construction Management Oversight	0.75 FTE
6.0 Vehicle Procurement Assistance	160 hours
7.0 Project Closeout	360 hours

Attachment: CTO 09 Scope of Work (WSP) 03112024 (10136 : WVC and ZEMU PMC CTOs)

## Task 1.0 Project Management

Consultant will provide overall management of Project activities and support for agency agreements, procurements and negotiations, contract awards and contract management, project controls, right-of-way (ROW) engineering and acquisition, utility relocation, final design, construction, environmental permitting, safety, quality, public outreach, and other Project activities. These Project management responsibilities include overseeing the activities of the designer, construction management team, vehicle procurement, environmental mitigation, agency coordination, and other contracts further defined in this scope of work.

### Subtask 1.1 Project Management

Under SBCTA's direction, Consultant will perform the following tasks:

- Represent SBCTA and be the contact for coordination and communication between SBCTA and other consultant teams. Consultant will be the primary point of contact with SBCTA on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including the various Cities along the corridor, Omnitrans, FTA, regional agencies and utilities. Prepare meeting minutes for meetings not managed by the design consultant or construction management firm;
- Prepare committee and board agenda items and all supporting documents that may include detailed analyses, graphs and charts, Power Point presentation, graphics, and impacts to the Project funding and schedule.
- Coordinate and oversee Project activities and deliverables performed by other consultant teams, and other contractors associated with the Project;
- Cooperate and coordinate with other SBCTA departments, consultants, advisors, and contractors to achieve completion of Project development activities; and
- Develop, monitor compliance, and maintain a commitment register and log based on the commitments and obligations with Cities, Federal, State, other Local agencies and Private Entity requirements contained in the environmental document and all applicable agreements.

### Subtask 1.2 Project Administration

Consultant will provide administrative personnel and perform general office management and administration for the duration of the contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Project standards and templates for Project communications; institute specific Project initiatives;
- Provide document control services throughout the Project duration. Develop and maintain a document control system acceptable to SBCTA and in compliance with SBCTA document control policies. Document control will be applied to all aspects of the Project including design, vehicle procurement, other procurements, fund administration, construction, start-up, and closeout. The documents include but are not limited to:
  - Design: Procurements, contracts, amendments, progress reports, invoices, percent complete, design documents, specifications, and estimates;

- Construction: Procurements, contracts, amendments, final change orders, invoices with completed payment applications, and labor compliance. The Construction Management firm is anticipated to provide document control for detailed items such as change notices, RFIs, permits, non-compliance issues, daily work reports, construction meeting minutes, payment applications, and labor compliance;
- Third-Parties: Meeting minutes, agreements, supporting documents, payment of fees, permits;
- Start-up and Safety documentation;
- Environmental Permits and their associated requirements.

### **Subtask 1.3 Not Used**

### **Subtask 1.4 Public Outreach**

Consultant will support SBCTA and its public outreach consultant in providing up-to-date and accurate information regarding ROW acquisition activities and construction phasing. Consultant will provide support in responding to public questions and concerns regarding impacts on local access, street and lane closures, construction noise, dust control, or other issues affecting local communities and traveling public.

#### **Deliverables:**

- Exhibits and presentation materials

### **Subtask 1.5 Agency Agreements and Stakeholder Coordination**

Under SBCTA's direction, Consultant will coordinate with stakeholder agencies in support of Project scope and schedules. Additionally, Consultant will work to identify opportunities for the timely delivery of the Project, particularly in consideration of the commitments and obligations associated with any agreements between SBCTA and the respective agencies and stakeholders.

## **Task 2.0 Design Management**

Consultant will provide day-to-day management of design review, and oversight activities for the Project, including coordinating with stakeholders and affected agencies on technical issues relating to utilities, ROW acquisition, third-party coordination, and environmental mitigation.

Consultant will provide professional management of all aspects of the design review, and oversight activities for the Project, including:

- Signal priority coordination
- Local access management – permanent and during construction
- Pedestrian/bicycle access to stations
- Utility coordination
- ROW coordination with property owners
- Environmental compliance and permitting support
- Safety and Security Support

### Subtask 2.1 Design Management

- Monitor compliance and take corrective actions to submittal procedures, cycles, and review time frames for the processing, review, and approval of all submittals.
- Represent SBCTA, in coordination with various project stakeholders on all engineering issues to facilitate Project approvals. Facilitate other agency reviews/approvals of all Project submittals, as required.
- Perform quality reviews of the design submittals for conformance with the approved Design Quality Management Plan. Perform quality reviews of the submittals prior to initiating technical reviews to ensure submittals are fully complete, certified, and prepared for reviews by the various project stakeholders.
- Regularly coordinate and communicate with SBCTA on status and progress of design reviews and oversight of design submittals. Identify any technical issues with proposed solutions and make recommendations to resolve to SBCTA, including necessary actions to implement proposed solution(s).
- Hold bi-monthly meetings with SBCTA, SBCTA's consultant, and affected agencies to monitor the progress of the project. Consultant would develop meeting agendas, conduct the meetings, and prepare meeting summaries.

#### Deliverables:

- Review Comment forms, meeting agenda and minutes.

### Subtask 2.2 Not Used

### Subtask 2.3 Not Used

### Subtask 2.4 Safety and Security Management

Consultant will facilitate Safety and Security Committee (SSC) meetings to discuss and provide updates and presentations. Consultant will provide the SSC with the pertinent information to make safety and security decision regarding safety/security for the project..

#### Deliverables:

- SSC meeting attendance, presentations as required, assumes 12 meetings a year.

Consultant will review the existing SSMP and update as necessary for the construction and pre-revenue phases. Consultant will review and update the SSCP, as required.

#### Deliverables:

- Review and update of Safety and Security Management Plan (SSMP) (1 review), as needed.
- Final Updated Safety and Security Management Plan.
- Review and Update of the Safety and Security Certification Plan (SSCP) (1 review), as needed.
- Final Updated Safety and Security Certification Plan.

The PHA was developed during the design phase and has been integrated into the design certification checklist. Consultant will review the PHA to ensure that the hazards haven't changed.

Consultant will develop an Operational Hazard Analysis (OHA) to ensure that operating hazards are captured and coordinated with the PHA. The OHA activities will include an OHA workshop with Preliminary Hazard Analysis (PHA) as part of a formalized process to identify, evaluate and control operational hazards.

The TVA was developed during design and has been integrated into the design certification checklist. Consultant will review the TVA to ensure that the hazards haven't changed.

**Deliverables:**

- Review of the Preliminary Hazard Analysis Report – Draft (1 review).
- Updated Preliminary Hazard Analysis Report – Final.
- Review of the Threat and Vulnerability Assessment Report – Draft (1 review).
- Updated Threat and Vulnerability Assessment Report – Final.

Consultant will assist in the implementation of the construction and pre-revenue Safety and Security Certification Plan (SSCP) by educating project staff and providing the required checklists, related to the mitigations identified through the PHA/TVA process, standards, regulations, and other sources, to enable the validation and verification of safety and security mitigation elements. The mitigation items will be entered into a database (MS Excel) to allow for auditing and tracking of required mitigations.

**Deliverables:**

- Integrated tests conformance checklist.

Construction Management Consultant will verify that the mitigations defined through the PHA, TVA and application of design standards, are incorporated into the constructed elements, and will collect objective evidence such as field test results, pictures, or other verification materials. Consultant will review and audit the construction certification packets prepared by Construction Management Consultant for conformance with the safety and security requirements set forth in the PHA, TVA and design criteria.

**Deliverables:**

- Verified construction conformance checklists and documentation.

Consultant will verify certification of the pre-revenue activities, including testing/commissioning, training, development or update of processes and procedures as part of the Safety and Security Certification activities. Consultant will confirm that the checklists of the pre-revenue activities include objective evidence to indicate their completion and project's readiness for operation.

Part of the pre-revenue activities include holding emergency drills and exercises to ensure first responders are prepared to respond to incidents. Typically, one table-top and one full-scale drill will be developed and held. It is anticipated that one of the drills will be related to a safety event, such as an accident scenario, and one drill will be related to a security event, such as an IED.

**Deliverables:**

- Verified pre-revenue conformance checklists and documentation.



- Table-Top Exercise including scenario development, facilitation, hot wash and after-action report.
- Full-scale exercise. Including scenario development, facilitation, hot wash, and after-action report.

Upon completion of the verification, Consultant will prepare Certificates of Conformance and the System Certificate for the Project. Consultant will build off the work done by Design and Construction Management Consultants and prepare a Safety and Security Certification Report for the Project for review and comment and finalize will the report once comments are received.

**Deliverables:**

- Certificates of Conformance for system elements at construction and the System prior to Revenue Service.
- Safety and Security Certification Verification Report Draft and Final.

**Subtask 2.5 Environmental & Permits**

**Assumptions:**

1. Technical studies, Draft and Final Environmental Document and final decision documents will be made available by SBCTA
2. Legal terminology and contractual commitments will be developed in coordination with SBCTA
3. Permit applications will be completed by others
4. Field environmental compliance monitoring to be performed by others

Consultant will assist SBCTA with incorporation of mitigation commitments and permit requirements into bid packages. In coordination with SBCTA's legal team, Consultant will assist in developing appropriate terminology and directives to ensure the contract language is clear and will facilitate the contractor's ability to appropriately scope and price the construction work.

Consultant will provide support in completing, obtaining and amending environmental permits as identified in the environmental document. Consultant will assist in identifying required permit modifications based on SBCTA-directed changes. Consultant will provide oversight of contractor's compliance with and maintenance of environmental permits required for construction. Consultant will coordinate with Project stakeholders in reviewing and commenting on environmental activities as they relate to agreements and permits.

Consultant will develop a compliance tracking and monitoring system for use in tracking commitments and compliance activities. As needed, Consultant will schedule and coordinate meetings to discuss permit requirements, environmental commitments, data needs for compliance tracking and non-compliance issues. Consultant will facilitate coordination among project stakeholders to ensure implementation of mitigation measures and to address regulatory agency concerns. Consultant will work with SBCTA to complete the Environmental Commitment Record for submittal to FTA.

Consultant will review final design for conformance with all certified environmental documents, permit applications and other environmental commitments. In cooperation with the Contractor and coordination with SBCTA, Consultant will evaluate project changes during construction to determine the need for environmental re-validations. Consultant will assist in developing the

appropriate scope for re-validations in coordination with SBCTA. Consultant will provide review of re-validations for compliance with applicable environmental requirements. Consultant will coordinate with Project stakeholders in reviewing and commenting on environmental activities as they relate to re-validations.

**Deliverables:**

- Summary of Project's environmental commitments including timing, responsibilities and performance measures
- Environmental compliance tracking system
- Final Environmental Compliance Record

**Subtask 2.6 ROW Services**

Under SBCTA's direction, Consultant will perform technical and administrative functions required to deliver the necessary ROW for the project. This includes management and coordination with SBCTA staff, the Design team, Construction Management team, Cities, Omnitrans, FTA, and SBCTA's on-call ROW consultants and on-call Legal Services firms. Consultant will manage the ROW acquisition program for the Project, including analyzing preliminary right-of-way requirements and environmental document, and developing a parcel delivery schedule that will maximize available work areas for the Contractor and facilitate completing the Project in a timely fashion according to the schedule. ROW services include the following functions:

- Provide oversight of all ROW services, including appraisals, property acquisition, relocation assistance, title and escrow, environmental investigations, property management, demolition services, and other procurements needed for the ROW acquisition phase of the Project;
- Review status of overall ROW project budget, and update Project Controls and SBCTA management team;
- Conduct regular coordination meetings with the on-call Right of Way consultants to ensure proper communication on matters involving status of acquisition and relocation cases, potential adjustments to right-of-way requirements, and to disseminate project information;
- Assess any proposed modifications or changes to the ROW proposed by other consultants and provide investigations and analyses;
- Provide oversight of ROW acquisition and relocation services for compliance with Federal, State, and Local laws and regulations, and in support of the Project's schedule, as needed;
- Coordinate with the Cities on the vacation of appropriate street ROW and transfer of ROW acquired for the Project;
- Perform necessary Project close-out activities, in coordination with FTA, including ROW transfer from SBCTA to the various agencies, and work with SBCTA to determine the excess land disposition process; and
- Provide appropriate progress/status reports, and schedule and attend meetings, as necessary, to support ROW acquisition, relocation, and close-out processes, and coordinate with SBCTA's Consultant and Contractor teams.



### Subtask 2.7 Utility Coordination and Oversight

Under SBCTA's direction, Consultant will coordinate utility work affected by the Project. In order to accommodate and facilitate the Project schedule, Utility coordination activities may include, but are not limited, to the following:

- Meet with utility companies and other entities to determine their design and construction requirements related to the relocation, protection, and abandonment of utilities required to accommodate the Project, and to establish any potential ROW impacts for utility relocations, including guy poles, supports, easement requirements, etc.;
- Monitor utility relocation work progress and meet regularly with SBCTA's selected construction contractor, utility agencies, Cities, and other stakeholder agencies to coordinate and schedule required utility relocation work. (SBCTA's CM Consultant will oversee utility relocation construction efforts.);
- Coordinate interaction and correspondence with utility owners, including but not limited to, preparation of proper notices (i.e., Notice to Owners), notice to utility owners required to commence their (utility owner) design, procurement and relocation activities, as necessary;
- Review and comment, as appropriate, on utility owner designs for inclusion into final design documents, and review documents for proper inclusion of the utility owner designs;
- Confirm that the utility agency has necessary permits and ROW clearances to allow relocation work to proceed;
- Oversee coordination between SBCTA's Contractor and the utility agencies' construction and relocation work, address any issues, and confirm identification, protection, adjustment, removal or relocation of the subject utility in compliance with State and Federal laws and regulations, standards, and agreements; and
- Oversee and coordinate final documentation and completion of utility owner relocation work.

### Task 3.0 Contracts Management and Procurement Services

All work under this task will be performed in a manner consistent with SBCTA policies and procedures, including SBCTA's Policy 11000 – Contracting and Procurement Policy, and the Project Management Plan for the Project ("PMP"), as well as applicable state and federal requirements (i.e., the "Project requirements").

#### Subtask 3.1 Contracts Management

The scope of contract management services includes identification and allocation of staffing resources to accomplish specific contract administration tasks, integration and coordination with Project Staff on contract matters, attendance at meetings to coordinate contract management-related activities and deliverables with the various consultant/contractor teams and stakeholder entities associated with the Project, and identification of contract compliance issues for the various contracts, analyses of these issues, and provision of recommendations to resolve the issues for SBCTA approval. In addition, this task will include the following activities:

- Provide the systems and tools appropriate to track, monitor, document, and report on contracts compliance and timing of actions, recommendations, and approvals;
- Coordinate and manage additional SBCTA contracts in connection with environmental mitigation and other contracts related to Project development, design, construction, operations and maintenance as appropriate;
- Coordinate, monitor and manage contract compliance between SBCTA and Consultant, providing communications and correspondence in addressing clarifications and amendments. Monitor compliance with Federal, State, and other funding partners including:
  - Provide regular updates to audited overhead rates as requested by SBCTA, including those of Consultant and Subconsultants; and
  - Demonstrate compliance with Consultant's contract commercial requirements, including invoicing content and format, allowable compensation, schedule adherence, insurance coverage requirements, etc., through submitted documentation.
- Schedule, coordinate, and attend meetings to support all Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings;

**Deliverables:**

- Develop/Update Project-level procurement/contract administration procedures manual ("Contracts Manual"); and
- Develop "desktop guidance" for Consultant staff, CM Consultant staff and others, as applicable, to facilitate management of contractors, etc., consistent with the Contracts Manual.

**Subtask 3.2 Contract Administration**

Provide contracts administration services to monitor performance by the various consultants to the requirements of their respective contracts. This includes all aspects of the contract, labor compliance, administration of change management processes, and claims support on behalf of SBCTA. This task will include the following activities:

- Monitor and document compliance to the Project requirements and procedures and protocols developed for this purpose;
- Process correspondence according to guidance in the Contracts Manual in a timely manner to support SBCTA and stakeholder agency approvals;
- Review invoices of directly-administered contracts for compliance with contract requirements, including:
  - Review progress reports, schedules and budgets.
  - Identify areas of concern and resolve with others, in consultation with SBCTA.
  - Identify the amount of the final invoice payment due to various consultants upon review.
- Prepare contract amendments and assist SBCTA in the resolution of any claims, consistent with the PMP and the Contracts Manual. Task includes negotiating amendments and process for approval by SBCTA and other stakeholder agencies, including Cities and FTA, as appropriate;

**Deliverables:**

- Develop Project correspondence and communication procedures and protocols consistent with the requirements of the various contracts;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control; and
- Provide reporting tools and logs to properly track and monitor potential contract amendments and identify trends and measure cost and schedule impacts.

**Subtask 3.3 Not Used****Subtask 3.4 Document Controls Management**

- Provide, implement and maintain a SBCTA-Consultant document collaboration portal for all Project communications;
- Oversee integration of this electronic document collaboration portal, including administration, with the various consultant/contractor document control systems once identified;
- Provide ongoing document management and control of all project correspondence and deliverables. Integrate the consultants/contractors and SBCTA document management procedures and tools in support of transmittal, submittal processing, and approval requirements. Maintain the tools, filing, storage, and retention of Project documentation following project document control system. Consultant shall assist and support SBCTA and other Project Team staff with the proper authorizations and instructions for use of the system to facilitate the effective document management throughout completion of the Project. Document Control associated with the Construction contracts will be implemented by Construction Management Consultant.

**Task 4.0 Project Controls**

Consultant will provide Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the Project, including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

**Subtask 4.1 Project Controls Management**

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures. Review the monthly invoices for the Project to maintain conformance with the Work Breakdown Structure (WBS) cost structure;
- Provide monthly trend registers, cost, and schedule reports on Project performance in conjunction with the Project reporting requirements. Reporting will be provided, in an agreed-upon format, on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Project performance monitoring;

- Update and document changes in the Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by SBCTA, Cities, Omnitrans, and FTA;
- Perform periodic reviews and analyses of the Project cost performance, as appropriate, to determine trends that may result in potential change orders, amendments and claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, SBCTA program costs that are external to Consultant contract. This will include costs associated with the Project that are incurred through other agreements, in accordance with State, Federal, Local requirements, or as otherwise defined under the Consultant contract.

#### **Subtask 4.2 Cost Engineering**

- Consultant will review monthly invoices for contract services associated with the Project with adequate budget allocation for actual costs incurred; check for compliance with contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to SBCTA questions or comments on invoicing;
- Consultant will develop budgeting for work tasks for Project activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support;
- Consultant will utilize EcoSys system already deployed by SBCTA where appropriate to develop and manage the project cost data (Budget, Expenditures, Forecast, etc.).

#### **Deliverables:**

- Project definition report (Baseline Scope)
- Project budget by WBS and Fiscal Year
- Monthly detailed analysis report on the project invoices

#### **Subtask 4.3 Scheduling**

- Consultant will prepare and maintain an overall Project schedule and coordinate with all Project disciplines to schedule updates and provide monthly reporting to SBCTA, including identification and analysis of resource constraints and requirements, as appropriate, and any constraints to costs and cash flow;
- Consultant will develop and maintain Project Master Schedule in P6. Provide updates as part of the monthly report. The Master Schedule will be the primary tool used to determine if the project is complying with the Project Management Plan and identifying elements which are trending away from the plan. Key critical path activities will be identified and monitored closely, including but not limited to:
  - Significant Risk Registry factors;
  - Procurements;
  - Vehicle production, delivery, testing, and start-up;
  - Safety;
  - Regulatory Compliance; and
  - Third-party agreements and activities.

- Consultant will provide schedule analyses, as required, to address schedule issues and concerns resulting from Project activities, either of SBCTA, other consultant/contractor teams, or other project stakeholders recommending recovery actions, including resource and cash flow requirements;
- Consultant will review the design and construction schedule to monitor compliance with their contracts, and incorporate their schedules into the master program schedule, and provide analysis and document all schedule changes and their impacts to the baseline schedule;
- Consultant will participate in scheduling meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Project schedules;

**Deliverables:**

- Project Baseline Master Schedule
- Monthly Program Master Schedule Updates

**Subtask 4.4 Cost Estimating**

- Consultant will review the current project cost estimate and budget, including the provision for contingencies and escalations. The cost estimate and budget shall be updated monthly as new information is developed by other consultants, changes to the budget will be tracked as variances, and SBCTA will be notified on a prompt and regular basis. Any change or variance from the Project budget will be submitted to SBCTA for approval;
- Consultant will provide review and analyses of potential amendments and change orders submitted for the Project, including presentation of cost and schedule impacts, solutions to mitigate impacts, and recommendations to SBCTA and other stakeholder agencies for approval;
- Consultant will provide estimating support, as necessary, to review and analyze changes and value engineering proposals, and provide recommendations to SBCTA;
- Cost estimates will be developed by Design and Construction Management consultants.

**Subtask 4.5 Risk Management**

Consultant will coordinate, collaborate with existing team members and review existing risk registers and risk assessment information. In coordination with the final design consultant and stakeholders, Consultant will perform ongoing risk identification and management activities, through risk workshops or meetings. The ongoing risk workshops will embed continuous monitoring of the risk registers and tracking of the mitigation actions ensuring a proactive program risk management approach.

Consultant will provide quarterly risk reporting, detail updates of the risk register, any new risks identified, and mitigation strategies and actions as may be requested by SBCTA to support requests of the Cities, Omnitrans, FTA, or others. Consultant will also undertake Quantitative Risk Assessment (QRA) using Monte-Carlo simulation to understand and predict the impact of risks and uncertainty on the Project's cost and schedule to inform the contingencies and the likelihood of project completion on schedule and within budget.



**Deliverables:**

- Develop/Update the Risk Management Plan
- Update Project Risk Registers
- Develop detailed mitigation plan and strategy for top risks

**Subtask 4.6 Project Information and Development of Plans**

- Consultant will obtain and review all available Project information, including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by SBCTA, Cities, Omnitrans, and others.
- In conjunction with SBCTA staff and its advisors, Consultant will develop and update the Project Management Plan (PMP) per FTA guidelines.
- In conjunction with SBCTA staff and its advisors, Consultant will develop the required reporting updates and deliverables to FTA, Omnitrans or other funding partners.
- Develop a monthly report in a form acceptable to SBCTA. The monthly report will include, but is not limited to, status of major contracts, scope, schedule, and budget updates.
- Identify the requirements to effectively close out the various contracts, including submittals of all record drawings, specifications, documentation of substantial and final completion, records of final acceptance by all stakeholders, applications, data, submittals, and completion of all reports in compliance with SBCTA, FTA, Omnitrans, and other funding partners. Task includes the resolution of all outstanding contractual issues, warranties and guarantees, lien releases, labor compliance, claims and final payments.

**Deliverables:**

- Program Management Plan per FTA guidelines
- Reporting updates to funding partners (FTA, Omnitrans, others)

**Task 5.0 Construction Management Oversight**

- Consultant will support SBCTA in the procurement and oversight of a Construction Management consultant.
- Consultant will organize constructability reviews of design documents and coordinate constructability issues with design consultant, including:
  - review of clarity and completeness of drawings, technical specifications, and all contractual components that may affect the delivery of the Project
  - an evaluation of the reasonableness of construction techniques and sequencing
  - maintenance of vehicular traffic
  - alternative construction methods
  - minimization of temporary construction easements
  - construction sequencing and scheduling
  - construction staging and laydown areas
  - environmental compliance, and
  - bidding conflicts with other projects from other agencies.
- Consultant will coordinate with various consultant teams to assemble responses to bid questions and prepare addenda as necessary.

- Consultant will coordinate with various consultant teams to assemble all conformed drawings, bid, and contract documents prepared by the design consultants and distribute as necessary.
- Consultant will perform audits of SBCTA's CM Consultant, ensuring they are appropriately fulfilling their responsibilities, including enforcing compliance by the contractors to meet the Mitigation, Monitoring, and Reporting Program, and maintaining red-line drawings of changes made in the field to the contract drawings.
- Consultant will gather the necessary documents from SBCTA's consultants and contractors, third-parties, and other entities during the implementation of the project to assemble the final construction records for the project.

### **Task 6.0 Vehicle Procurement Assistance**

Consultant will assist SBCTA and Omnitrans with the acquisition, manufacturing QA/QC, and acceptance testing of revenue vehicles for the Project. Consultant will also assist SBCTA and Omnitrans in managing the vehicle procurement contract. Other vehicle procurement tasks include:

- Coordinate with the various team members and assure that the Intelligent Transportation System incorporated in the design plans is compatible with the vehicle design and that each vehicle accommodates the necessary hardware and software to operate as an integrated system.
- Prepare a Vehicle Testing Program to assure that the platform-Vehicle interaction is ADA compliant.

#### **Deliverables:**

- Vehicle testing plan for ADA compliance

### **Task 7.0 Project Closeout**

Consultant will assist SBCTA and Omnitrans with closing out the Project, including preparing and submitting required documentation to meet grant agreements requirements, transfer Project files to SBCTA, and other closeout activities necessary.

### **Task 99 ODC**

This task will cover the cost of travel, printing, and other direct costs to the project.

#### IV. STAFFING PLAN

The Consultant had identified the following staff to deliver the scope of services described herein:

Task	Key Staff
1.1 Project Management	Vladimir Kanevskiy
1.2 Project Administration	Cynthia Cavazos
1.4 Public Outreach Support	Vladimir Kanevskiy
1.5 Agency Agreements and Stakeholder Coordination	Sam Spencer
2.1 Design Management	George Harvilla
2.2 Design Support	George Harvilla
2.4 Safety and Security Management	Alexandr Ubiadas
2.5 Environmental & Permits	Stephanie Whitmore
2.6 ROW Services	Ramie Davit (Monument)
2.7 Utility Coordination and Oversight	Curtis Bibolet (Monument)
3.1 Contracts Management	George Harvilla, Alex McDonnell, Ramie Davit
3.2 Contract Administration	Stacy Taylor
3.4 Document Controls Management	Sharon Henderson
4.1 Project Controls Management	Kris Kim
4.2 Cost Engineering	Stacy Taylor
4.3 Scheduling	Steve Reed
4.4 Cost Estimating	Tim Curtin
4.5 Risk Management	Kris Kim
4.6 Project Information and Development of Plans	Vladimir Kanevskiy
5.0 Construction Management Oversight	Alex McDonnell
6.0 Vehicle Procurement Assistance	Cliff Henke

#### V. MATERIALS TO BE PROVIDED BY SBCTA AND/OR THE LOCAL AGENCY

None.

#### VI. SPECIAL CONDITIONS

The Consultant will provide program management services described above to SBCTA with a level of effort not to exceed the extent budgeted in Attachment B.



## *Minute Action*

AGENDA ITEM: 9

***Date:*** April 11, 2024

***Subject:***

Use of Upland Surplus Properties Sale Proceeds Update

***Recommendation:***

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

A. Consider options for allocation of the \$1,595,305.10 revenue from the sale of the properties located at 201-299 East Stowell Street, Assessor's Parcel Number (APN) 1046-605-01; and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, in the City of Upland across from the Upland Metrolink Station (Upland Surplus Properties) and choose an option.

B. Direct staff to effect the chosen option for allocation of said revenue.

***Background:***

At the April 2023 Transit Committee meeting, the committee considered options for the allocation of the sale proceeds of the Upland Surplus Properties. At that time, the Transit Committee recommended that the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) direct staff to hold the approximately \$1,600,000 in sale proceeds for the City of Upland (City) project for parking improvements at the Upland Metrolink Station (Station) for one year and report back to the Board, after one year, the City's plan for the allocation of the sale proceeds, at which time the Board will re-evaluate the allocation of the sale proceeds.

As a result of that action, staff seeks direction from the Transit Committee for a recommendation, which the Transit Committee will forward to the Board at the one-year anniversary of the Board's last action concerning the allocation of the Upland Surplus Properties sale proceeds.

When the Board declared 201-299 East Stowell Street, Assessor's Parcel Number (APN) 1046-605-01; and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, known as the Upland Surplus Properties, to be surplus in April 2016, the Board directed that the revenue generated from the sale be allocated toward additional parking for the Station. The Board also directed staff to work with the (City) on an agreement, which was to be approved prior to the sale of the properties, for additional parking to be constructed on City-owned land in the vicinity of the station. At the time, parking demand at the Station was close to full capacity.

The Upland Surplus Properties were not sold in 2016 for lack of any offers close to the then appraised value of \$3,290,000. In 2020, an updated appraisal of the Upland Surplus Properties placed the collective value at \$1,470,000, approximately 45% of what it was appraised five years earlier. At the November 10, 2021 Transit Committee meeting, it was recommended that the Board approve the purchase and sale agreements for the Upland Surplus Properties as SBCTA Contract No. 22-1002709 and Contract No. 22-1002710. Additionally, at the November 2021 meeting, the prior Board action regarding the allocation of the proceeds from the sales towards additional parking for the Station came up in discussion and the need for such additional parking was in question. Consequently, the Committee requested that staff return to the Transit Committee with alternatives for the use of the proceeds from the sales.

*Entity: San Bernardino County Transportation Authority*

**Boarding, Alighting, and Parking Utilization**

To demonstrate the need for additional parking, staff collected boarding, alighting, and parking utilization data. The 12-month moving average of daily boardings and daily alightings at the Station for 2016 and 2017 was 527. During this time period, the parking lots were regularly at around 95% occupancy, based upon aerial photography, with roughly a 40% ratio between the average of daily boardings and daily alightings and the number of parking spaces occupied at the Station.

The 12-month moving average of daily boardings and daily alightings at the Station for 2018 and 2019 was 455. During this time period, the parking lots were observed to be at peak occupancy of 75% and 50% respectively, based upon aerial photography, with ratios between the average of daily boardings and daily alightings and the number of parking spaces occupied at the Station of 40% and 25%, respectively. The decrease in the occupancy of the parking lots and the 12-month moving average of daily boardings and daily alightings at the Station have attributed to the instigation of a paid parking program at the Station parking lots.

The 12-month moving average of daily boardings and daily alightings at the Station for the month of February 2020 was 467, pre-COVID-19 (COVID), and for the months of February 2023 and January 2024, this moving average was 209 and 225, respectively. The further decrease in the 12-month moving average of daily boardings and daily alightings at the Station is attributed to the system wide decreases observed in the wake of COVID.

The scenario which generates the greatest demand for parking, from the latest ridership forecast commissioned by Southern California Regional Rail Authority (SCRRA), assumes a recovery of steady state occupancy rates for office spaces to reach 95% by 2027 and forecasts a 92% recovery of pre-COVID ridership numbers by 2027. The system wide 12-month moving average number of daily boardings and daily alightings was (43,178) from February 2019 through February 2020, just before COVID. In February 2023, this system wide metric had recovered to 38.5% of the pre-COVID number, and as of January 2024, the system wide metric is at 44.1% of the pre-COVID numbers. The Station has had, comparatively, a faster recovery at 44.9% in February 2023 and 48.2% in January 2024, which may be attributed to the discontinuation of the imposition of parking fees during and post COVID.

If the boardings and alightings at the Station were to recover to 92% of what they were before the paid parking program was implemented and the ratio between boardings, alightings, and peak parking demand remained at 40%, then the Metrolink rider demand for the Station parking lot spaces is projected to be 85% of existing capacity. In any Metrolink ridership scenario with less than a 92% recovery, the Metrolink rider demand for Station parking lot spaces can reasonably be expected to be less than 85% of the existing capacity.

On February 24, 2023, the SCRRA Board unanimously adopted the use of the Low Growth Scenario for SCRRA's Fiscal Year (FY) 2024 Budget. This is in light of a system wide boardings shortfall of 28% from the forecasted 58% recovery used for their FY 2023 Budget to an actual recovery of 42% as of February 2023. In the Low Growth Scenario, the projected recovery by FY 2027 is only 61%, which would further indicate that the parking demand recovery discussed above is an unlikely scenario and Metrolink ridership metrics indicate we should reasonably expect lower demand than the theoretical levels discussed above.

### **City Efforts**

The City released a Request for Proposals (RFP) on March 19, 2024 to obtain a parking structure consultant to provide conceptual and schematic design and preliminary engineering services for a multi-story parking structure in Historic Downtown Upland. The scope of work requires the City's consultant to evaluate two site alternatives in Downtown to determine the optimal site for a multi-story parking structure. Both sites being evaluated are located at the southeast corner of C Street and 1<sup>st</sup> Avenue, or alternatively at both the southeast and northeast corners of C Street and 1<sup>st</sup> Avenue, and are less than a one-quarter mile from the Station, or about a 1,095 foot linear walking distance to the station platforms from the southerly portions of the site alternatives. City staff anticipates presentation of the award of the parking structure consultant contract to the City Council on May 27, 2024. Once the preliminary engineering and design scope of work has been completed, the City's consultant will provide the City a complete set of drawings showing concepts, schematics, and design alternatives, including required site and layout drawings, elevations, off-site improvements, general details, and preliminary cost estimates for the parking structure. The City intends to use these plans, and the City consultant will assist the City in their efforts, to obtain entitlements for the parking structure in preparation of California Environmental Quality Act (CEQA) clearance. City staff acknowledges that the approximately \$1,600,000 of sale proceeds would only cover a fraction of the costs to deliver a parking structure in the area of Historic Downtown Upland; consequently, the City is aggressively pursuing additional funding sources to fully fund and deliver the project. The City anticipates they will have both an approved project and completed CEQA clearance by 2025 and requests an additional year to present its plan for the allocation of the sale proceeds.

### **Options to consider for allocation of the sale proceeds:**

At the April 13, 2023 Transit Committee meeting, the committee opted to recommend that the Board direct staff to defer the allocation of the approximately \$1,600,000 in proceeds from the sale of the Upland Surplus Properties to the General Fund - Rail Assets for one year, to allow the City time to formalize and present a plan. At this time staff requests that the Transit Committee consider the following options: 1.) to allocate the sale proceeds to the General Fund - Rail Assets to fund railroad property management activities; 2.) to hold the sale proceeds for an additional year and report back after that additional year for the Board to re-evaluate allocation of the sale proceeds; or 3.) such other option as the Transit Committee deems appropriate.

### ***Financial Impact:***

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

### ***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager and Enterprise Risk Manager have reviewed this item.

### ***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
Transit Committee  
Date: April 11, 2024

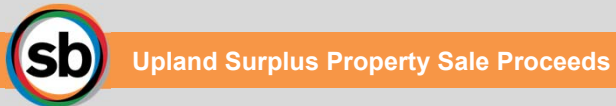
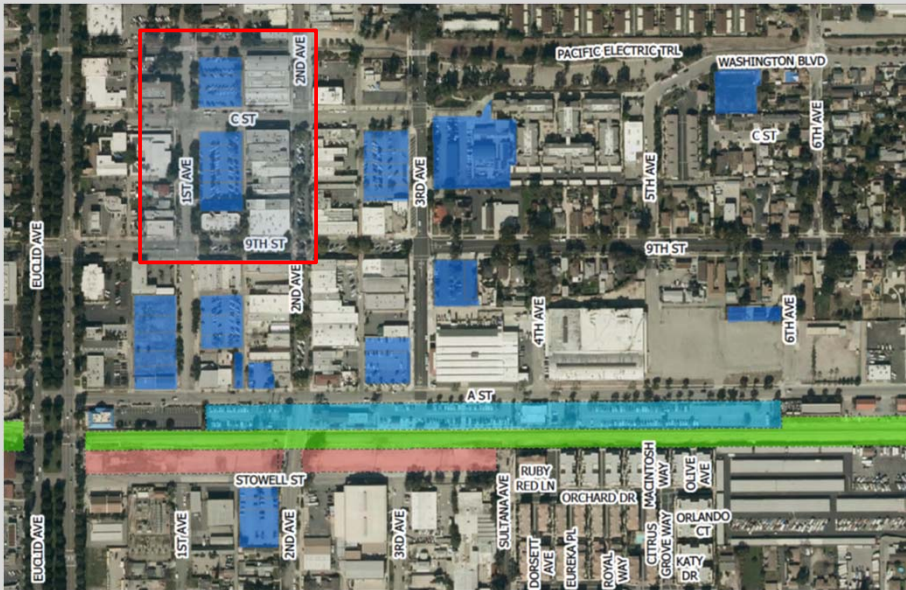
Witnessed By:

# Upland Surplus Property Sale Proceeds

April 11, 2024



Attachment: Parking Structure Location Alternatives Exhibit (9800 : Use of Upland Surplus Sale Proceeds Update)





### Attachment A



Upland Surplus Property Sale Proceeds

### Attachment A-1



Upland Surplus Property Sale Proceeds

Attachment: Parking Structure Location Alternatives Exhibit (9800 : Use of Upland Surplus Sale Proceeds Update)

Plan. Build. Move.

*...because driving*








@goSBCTA



San Bernardino County  
Transportation Authority

Attachment: Parking Structure Location Alternatives Exhibit (9800 : Use of Upland Surplus Sale Proceeds Update)



## *Minute Action*

AGENDA ITEM: 10

**Date:** *April 11, 2024*

**Subject:**

Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation for Program Management/Construction Management Services for the Ontario International Airport Connector Project

**Recommendation:**

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

A. Approve Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation, for Program Management/Construction Management Services for the Ontario International Airport Connector Project, increasing the authorized budget under Notice to Proceed (NTP) 1 by \$6,538,464, for a revised not-to-exceed amount authorized under NTP 1 to \$17,621,085, to be funded with State Transit Assistance funds previously programmed for the Project.

B. Approve a contingency to Contract No. 21-1002452, for a not-to-exceed amount of \$885,000, to be funded with State Transit Assistance funds previously programmed for the Project, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

**Background:**

In January 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 21-1002452 to HNTB Corporation (HNTB) for Project Management/Construction Management (PCM) Services for the Emerging Technology Tunnel to Ontario International Airport (ONT) Project (now known as the ONT Connector Project). The Project originally envisioned a turnkey contract to deliver a new transit service to the ONT, procured through a contract with a Developer and would include environmental services for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

Since the contract was awarded to HNTB, the Project has undergone significant changes in contracting and delivery strategy, which were not contemplated in the original PCM contract, which include:

- Obtain NEPA and CEQA environmental clearance separately, utilizing a separately procured environmental services contract.
- Proceed with procurement of the Project through a two-stage, progressive design-build (DB) delivery model.
- Complete several pre-construction and early works activities to reduce schedule risks and construction cost contingencies. These activities include geotechnical investigations, right-of-way acquisitions, and early construction work activities to relocate conflicting utilities.

In April 2022, the Board awarded Contract No. 22-1002758 to AECOM Technical Services, Inc., for Environmental Services for the Project, including both CEQA and NEPA clearance. In July 2022, the Board received an update on the status of the development of a Request for Qualifications (RFQ) for the ONT Project, and adopted a delivery approach that combines

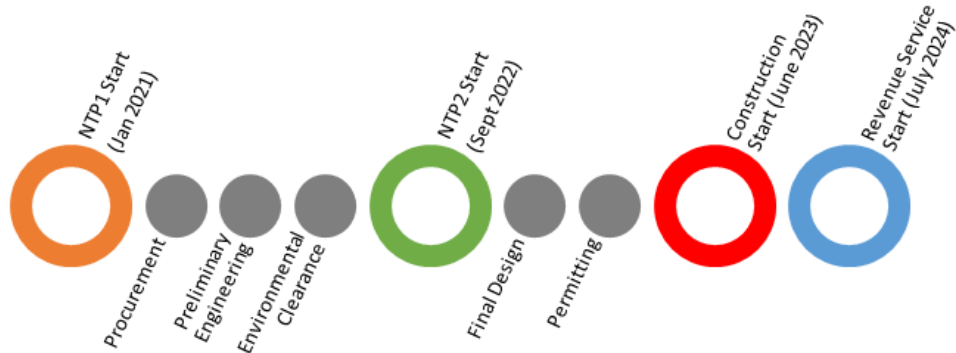
*Entity: San Bernardino County Transportation Authority*

elements of a traditional DB authorized under the DB Law along with a “progressive” approach with a transitional operations period of at least one year provided by the DB team. Using this model, SBCTA would enter into a pre-construction contract with up to two DB team(s), and each team would advance the design of the Project to a point where a proposal, including a guaranteed maximum price and schedule, would be submitted.

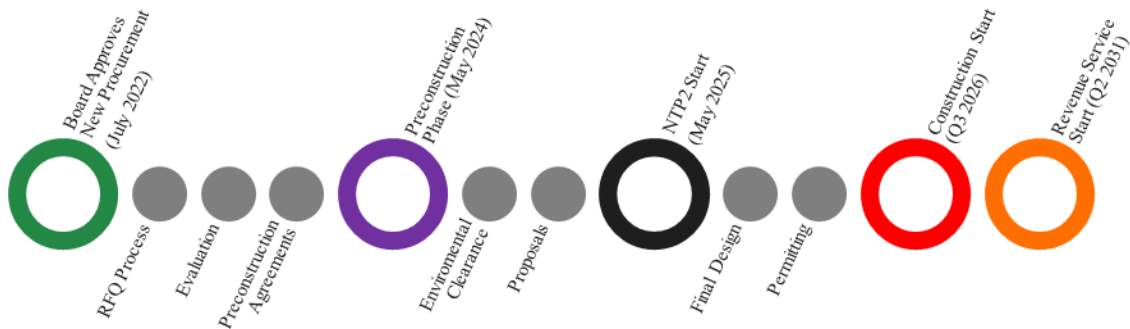
In response to significant industry outreach with construction firms interested in the Project, in September 2022, the Board authorized releasing a RFQ for a DB Contractor and a separate RFQ for a Technology Provider for the Project. As a result, in November 2022, SBCTA issued RFQ No. 23-1002878 soliciting Statements of Qualifications from qualified Operating System Providers (OSP). Separately, RFQ 23-1002870 was released in November 2022 to shortlist DB team(s) to construct the Project.

SBCTA elected to advance the PCM contract through two Notices to Proceed (NTP). NTP 1 work was associated with supporting the original delivery and procurement process with a Developer, planning and environmental approval activities, grant requests, permitting, and establishment of the operating structure. A subsequent NTP 2 would be issued after environmental approvals had been obtained by the Developer and the project advanced into construction. At the time of award of the PCM contract, the Project schedule was assumed to have NTP 1 services conclude in September 2022, which would coincide with the issuance of NTP 2.

The original Project schedule is shown in Figure 1 with the revised schedule summarized in Figure 2 (below).



**Figure 1: Original Project Timeline**



**Figure 2: Revised Project Timeline**

Correspondingly, the PCM's NTP 1 schedule and scope of work has been revised to support the revised Project schedule and delivery approach. The new or revised scope of work includes:

1. Continuation of original PCM Scope of Work supporting PCM Services for the Project through May 2025.
2. Management of the DB team(s) through the pre-construction phase, including:
  - Project management of the pre-construction process, including stakeholder management, risk management, and general project coordination;
  - Technical design coordination workshops with the DB team(s);
  - Engineering and technical reviews of pre-construction phase deliverables from the DB team(s).
3. Procurement support for the DB construction contract, including:
  - Support of SBCTA Procurement and outside counsel on the development of the Request for Proposals;
  - Participation in commercial one-on-one discussions with the shortlisted DB team(s) during the pre-construction phase;
  - Supporting negotiations with the Preferred Proposer;
  - Support of SBCTA Procurement in other procurement activities.
4. Management of Project Stakeholders during pre-construction, including:
  - Updating cooperative agreements to reflect revised procurement and delivery approach;
  - Facilitating Stakeholder engagement with the DB team(s) through pre-construction.
5. Advance geotechnical investigations, including:
  - Performing an additional 10 geotechnical borings and associated laboratory testing;
  - Development of a Geotechnical Data Report and Geotechnical Baseline Report to be issued to and used by the DB team(s) during the pre-construction phase.
6. Support property acquisition (process consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970).

Additionally, the original PCM contract contemplated that a co-located field office would be established by the DB contractor for use during the project. The new project delivery approach does not contemplate the DB contractor establishing a co-located field office until after award of the DB contract. Therefore, a project office is required during the pre-construction phase of the project to collaborate with the DB team(s). An allowance of \$300,000 is recommended to be added to the PCM contract to establish and maintain this project office for the one-year duration of the pre-construction phase.

As a result of the extended Project schedule and revised delivery approach, the PCM requires additional funding to complete the NTP 1 phase of the contract. Since the overall level of effort during the construction phase is not fully developed, rather than increasing the overall contract authority by the additional budget for NTP 1 that is needed to complete the environmental clearance and pre-construction phase, staff is recommending approval to increase NTP 1 by \$6,538,464, to be reallocated from the previously approved NTP 2 budget, which includes \$300,000 for the project office during pre-construction. As a result, PCM

Transit Committee Agenda Item

April 11, 2024

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Contract No. 21-1002452 NTP 1 contract value will be revised for a not-to-exceed amount of \$17,621,085 and the total authorized contract value will remain at \$28,947,939. A contract amendment that increases the overall contract authority and budget under NTP 2 will be needed at a future date and is anticipated to be brought back to the Board for approval once the environmental clearance phase is completed, pre-construction phase work is completed, and a DB contract is awarded.

Additionally, staff is recommending approval of a contingency for a not-to-exceed amount of \$885,000 for Contract No. 21-1002452, bringing the total authorized contingency to 10% of the contract, and authorize the Executive Director, or his designee, to release the contingency as necessary for the Project.

**Financial Impact:**

The Project is included in the proposed Budget for Fiscal Year 2024/2025 and funded with State Transit Assistance, in Program 30, Transit.

**Reviewed By:**

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

**Responsible Staff:**

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:

**General Contract Information**

Contract No: 21-1002452 Amendment No.: 2  
 Contract Class: Payable Department: Transit  
 Vendor No.: 01022 Vendor Name: HNTB Corporation  
 Description: Project/Construction Management Services for the Ontario International Airport Connector Project

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	26,940,428.00	Original Contingency	\$	907,511.0
Prior Amendments	\$	1,100,000.00	Prior Amendments	\$	-
Prior Contingency Released	\$	907,511.00	Prior Contingency Released (-)	\$	(907,511.0
Current Amendment	\$	-	Current Amendment	\$	885,000.0
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>28,947,939.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>885,000.0</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>29,832,939.0</b>

**Contract Authorization**

Board of Directors Date: 5/1/2024 Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No No Budget Adjustment \_\_\_\_\_  
 State \_\_\_\_\_ Construction Management \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 1/7/2021 Expiration Date: 12/31/2025 Revised Expiration Date: \_\_\_\_\_

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

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
GL: 1050	30	0315	0337	52005	42218001		STA Rail	\$ 28,947,939.00	\$ 885,000.00
GL: 1050	30	0315	0337	52005	42218001		STA Rail (TBD)	17,621,085.00	885,000.00
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GL:									
GL:									

Victor Lopez  
Project Manager

Victor Lopez  
Task Manager

Additional Notes: \_\_\_\_\_

Attachment: 21-1002452 CSS Amendment 2 (10314 : Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation)

**AMENDMENT NO. 2 TO CONTRACT 21-1002452**

**FOR**

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR THE  
ONTARIO INTERNATIONAL AIRPORT CONNECTOR PROJECT  
(FORMERLY KNOWN AS THE EMERGING TECHNOLOGY TUNNEL  
TO ONTARIO INTERNATIONAL AIRPORT)**

**(HNTB CORPORATION)**

This AMENDMENT No. 2 to Contract No. 21-1002452 (“Amendment”) is made by and between San Bernardino County Transportation Authority (“SBCTA”) and HNTB Corporation (“CONSULTANT”). SBCTA and CONSULTANT are each a “Party” and collectively are “Parties” herein.

**RECITALS:**

- A. SBCTA, under Contract No. 21-1002452, engaged CONSULTANT to provide project management/construction management services for the Emerging Technology Tunnel to Ontario International Airport Project (“Contract”); and
- B. On July 12, 2022 SBCTA and CONSULTANT entered into Amendment No. 1 to Contract to increase the number of borings included in the scope of work for Additional Geotechnical Investigations; and
- C. SBCTA and CONSULTANT desire to amend the Contract to expand the scope of work as shown in Exhibit A.2, Scope of Work, attached hereto, and to increase the authorized budget under Notice to Proceed (NTP) 1 by \$6,538,464, as shown in Exhibit B.1., attached hereto.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree to amend Contract No. 21-1002452 as follows:

- 1. The project shall now be known as the Ontario International Airport Connector Project.
- 2. **ARTICLE 3.10 “COMPENSATION”** is deleted and replaced in its entirety to read as follows:

The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$28,947,939.00; the amount payable for work authorized under Notice to Proceed 1 shall not exceed \$17,621,085.00.

- 3. The Scope of Work for Contract No. 21-1002452 (Exhibit "A") shall be amended to include the additional services described in Exhibit A.2 to this AMENDMENT No.2, which shall augment the original Scope of Work.
- 4. Exhibits A.2, Scope of Work, and B.1, Summary of Labor Hours and Fee, are attached hereto and incorporated herein.
- 5. The Recitals set forth above are incorporated herein by this reference.
- 6. Except as amended by this AMENDMENT No. 2, all other provisions of Contract No. 21-1002452 as previously amended shall remain in full force and effect.
- 7. This AMENDMENT No. 2 shall be effective upon execution by SBCTA.

**IN WITNESS WHEREOF**, the Parties have duly executed this AMENDMENT No. 2 below.

**HNTB CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Kevin A. Haboian  
Senior Vice President  
Principle-In-Charge

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Attachment: Contract No. 21-1002452 Amendment No. 2 (10314 : Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation)



## Exhibit A.2

# Additional Scope of Work

### K. Preconstruction Services

In coordination with the Stakeholders, Consultant shall provide preconstruction services to manage the design-build procurement activities of the Proposed Project. It is anticipated that the preconstruction phase will occur between May 2024 and conclude with the evaluation of the preconstruction contractor guaranteed maximum price (GMP) proposal in April 2025.

#### K.1 Project Management

In coordination with the Stakeholders, provide overall management of the Proposed Project preconstruction activities. Project Management responsibilities include:

- Represent SBCTA in all meetings and communications with the design-build teams through the preconstruction phase.
- Manage, administer, and organize the preconstruction phase with up to (2) design-build teams.
- Establish processes and procedures to ensure confidentiality of information shared to and from design-build teams during preconstruction.
- Update cooperative agreements with Project Stakeholders to reflect revised procurement & delivery approach. Support SBCTA in executing all cooperative agreements prior to conclusion of preconstruction phase.
- Plan, attend, and document all meetings necessary between up to (2) design-build teams and other Stakeholder agencies (i.e. Metrolink, Union Pacific Railroad, Caltrans, the Federal Aviation Administration (FAA), the Federal Transit Administration (FTA), Brightline West, the City of Rancho Cucamonga, the City of Ontario, other regional agencies, utilities, and municipalities).

#### K.2 Risk Management

- Facilitate (1) Risk Workshop with SBCTA and other Stakeholders during Preconstruction phase and provide corresponding update to the risk register.

#### K.3 Design Management

In coordination with the Stakeholders, Consultant shall oversee the design process by up to (2) design-build teams during the preconstruction phase. Design management activities include:

- Provide (2) Design Managers who will each serve as the single-point of contact for each design-build team during the preconstruction phase. Design Managers shall engage with other Consultant technical resources, as required, as part of the Owner Verification of other preconstruction deliverables and pre-proposal workshops.
- Coordinate with the (2) design-build teams on development of each team's Phase 1 Work Plan.

- Perform Owner Verification (OV) quality reviews of design-related submittals during preconstruction.
- Participate in pre-proposal workshops with up to (2) design-build teams throughout the preconstruction phase.
- Provide geotechnical investigation support services for the Project during preconstruction. Perform (10) additional geotechnical borings at locations determined by Consultant considering input from design-build teams during preconstruction. Perform corresponding laboratory testing on soil samples collected during borings. Prepare updates, as required, to Geotechnical Data Report (GDR) and Geotechnical Baseline Report (GBR).

#### **K.4 Contract Management & Contract Administration**

- Provide contracts management services for up to (2) pre-construction contracts throughout the preconstruction phase.
- Establish correspondence and communication procedures and protocols for use by the design-build teams during the preconstruction phase.
- Process design-build team correspondence in a timely manner.
- Review design-builder invoice for Stipend Payment and associated required deliverables by the design-build proposer who has not been selected as the Preferred Proposer.

#### **K.5 Procurement Support**

In coordination with the Stakeholders, provide procurement support for the Project. Procurement support activities include:

- Coordination with SBCTA legal counsel and SBCTA procurement on the execution of the preproposal works agreement with (2) design-build teams.
- Coordination with SBCTA legal counsel and SBCTA procurement on the development of a Request for Proposals (RFP) to solicit proposals from (2) shortlisted design-build teams.
- Coordination with SBCTA legal counsel and SBCTA procurement on revisions to the RFP documents as a result of one-on-one meetings and other coordination with design-build teams through the preconstruction phase.
- Coordination with and support of SBCTA legal counsel and SBCTA procurement on the evaluation of up to (2) design-build proposals at the conclusion of the preconstruction phase.
- Maintain a complete and accurate official procurement file for up to (2) design-build proposals.
- Assist in design-build contract negotiations with the Preferred Proposer.

#### **K.6 Document Controls Management / PMCS Development**

In coordination with the Stakeholders, provide, implement, and maintain a collaboration portal for use by SBCTA and the design-build teams during the preconstruction phase. Specific activities include:

- Development, implementation, and oversight of up to (2) PMCS portals to manage the preconstruction contractors documentation throughout the preconstruction phase. Scope includes but is not limited to secure folder structures, contract submittal workflow, and development and implementation of up to (2) Request For Information (RFI) processes.

- Development and ready for implementation a PMCS site for the selected design-build Contractor. The initial PMCS site will be foundational with minimal functionality with the full buildout being completed during the DB phase.

#### **K.7 Project Controls**

In coordination with the Stakeholders, provide overall Project Controls support to the Project during the preconstruction phase. Specific Project Controls activities include:

- Monitor schedule submittals and key milestones within the preconstruction contractors' scope and highlight any deviations from plan.

#### **K.8 Scheduling**

In coordination with the Stakeholders, provide construction schedule support to the Project during the preconstruction phase. Specific activities include:

- Participate in schedule workshops with up to (2) design-build teams during preconstruction phase.
- Review and comment on up to (2) Basis of Schedule Reports.
- Review and comment on up to (2) Phase 2 Construction Schedules.
- Analyze design-build proposer's schedules and assess impacts to overall program schedule.
- Support negotiations with Preferred Proposer.

#### **K.9 Cost Estimating**

In coordination with the Stakeholders, provide overall cost estimating support services during the preconstruction phase. Specific activities include:

- Develop an estimate development framework document for use by the design-build build team during the preconstruction phase. The document will include framework instructions and a Work Breakdown Structure (WBS) to ensure consistency of estimate reporting and presentation.
- Review and comment on up to (2) Pricing Development Methodology reports.
- Review and comment on up to (2) Project Cost Models.
- Review and comment on up to (2) Allowance and Escalation Regime Narrative reports.
- Development of up to (2) Independent Cost Estimates (ICE) based on preconstruction contractors material take-off's.
- Review of up to (2) preconstruction contractors Guaranteed Maximum Price (GMP) proposals.
- Revisions to ICE, as required, to support negotiations with Preferred Proposer.

#### **K.10 Facilities**

- Consultant to provide Project Office near Project site for coordination with design-build contractors, SBCTA, and the Stakeholders during the preconstruction phase. Project Office shall provide space for 20 staff with mix of cubicles and private offices and shall include one conference room.
- The Consultant shall be reimbursed for all direct costs associated with personal protective equipment, office supplies, printing, postage and project-specific management software required for the preconstruction phase.

SUMMARY - EXHIBIT B.1

Contract Amendment #2: Transfer of funds from NTP2 to NTP1

26-Mar-24

ATTACHMENT B-1 SUMMARY OF PCM LABOR HOURS & FEE (NTP2 to NTP1 Transfer)					
Item#	Activities	NTP1 Breakout			TOTAL Revised (Proposed) Contract Value
		Original Contract Value	Current Approved Contract Value	THIS Contract Amendment #2 Transfer. Funds from NTP2 to NTP1	
<b>NTP-1</b>					
A	Project Management	\$3,210,784	\$3,751,065	\$625,097	\$4,376,161
B	Design Management (Incl. Raise Grant Application)	\$2,765,164	\$3,546,844	\$991,178	\$4,538,022
C	Contract Management & Procurement	\$1,026,818	\$1,026,818	(\$76,826)	\$949,992
D	Project Controls	\$447,111	\$589,084	\$653,743	\$1,242,827
E	Construction Management	\$45,257	\$45,257	(\$233)	\$45,024
F	Establishment of Maintenance & Interim Operations	\$35,562	\$35,562	(\$35,562)	\$0
I	Project Background & History	\$0	\$106,000	(\$23,190)	\$82,810
J	Footprint Analysis	\$0	\$293,187	\$0	\$293,187
K	Pre-Construction	\$0	\$0	\$3,709,470	\$3,709,470
					\$0
<b>SUBTOTAL NTP1 &gt;&gt; Labor Fee</b>		<b>\$7,530,695</b>	<b>\$9,393,816</b>	<b>\$5,843,677</b>	<b>\$15,237,493</b>
	Fixed Fee @ 9.5%	\$715,416	\$817,701	\$629,861	\$1,447,562
<b>Total Fee NTP1 &gt;&gt;</b>		<b>\$8,246,111</b>	<b>\$10,211,516</b>	<b>\$6,473,539</b>	<b>\$16,685,055</b>
	<b>NTP1: Travel, Boarding, Lodging, Airfare, Local Mileage, Other Costs (Office Supplies, Vehicles, SBE, DBE Admin Fee)</b>	\$828,999	\$871,105	(\$235,075)	\$636,030
	<b>NTP1 - Field Office</b>			\$300,000	\$300,000
<b>NTP1 Value</b>		<b>\$9,075,110</b>	<b>\$11,082,621</b>	<b>\$6,538,464</b>	<b>\$17,621,085</b>
<b>NTP2 Value</b>		<b>\$17,865,318</b>	<b>\$17,865,318</b>	<b>(\$6,538,464)</b>	<b>\$11,326,854</b>
<b>Contract Value</b>		<b>\$26,940,428</b>	<b>\$28,947,939</b>	<b>\$0</b>	<b>\$28,947,939</b>

NOTES:

This current amendment ONLY reflects the baseline contract value at the time of award and additional amendments to date. For clarification, this amendment is not reflective of the PCM scope of work and cost in accordance with the overall Program level cost estimate that was submitted to SBCTA in August 2021.

- Amendment # 2 transfer of \$6,538,464 from NTP2 to NTP1 with a revised completion date for NTP1 to May 2025.
- Reflects changes described in the scope of work and Board agenda item details.
- Completion of NTP1 is preceded by two elements: 1. Environmental clearance, and 2. Award of the DB contract.
- The original contract value NTP2 represent period of 28 months from Sep 2022 to Dec 2024. The current approach adopted by SBCTA for awarding the DB Contract is Q2 2025 and completion of the project by Q2 2031. The fees for NTP2 noted above do not reflect this approach or timeframe.

Attachment: Contract No. 21-1002452-2\_ Exhibit B 1 Fee (10314 : Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation)

## *Minute Action*

### AGENDA ITEM: 11

***Date:*** April 11, 2024

***Subject:***

Gold Line to Montclair Project Update and Funding Allocation

***Recommendation:***

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

A. Increase the total allocated funding to the Gold Line to Montclair Project from \$3,000,000 to \$39,000,000, to be funded with Local Transportation Funds, Low Carbon Transit Operations Program funds, and Measure I Valley Metrolink/Rail Service Program funds, which when combined with the \$41,000,000 of 2018 Transit and Intercity Rail Capital Program funds awarded towards the San Bernardino County portion of the Gold Line to Montclair Project provides a total of \$80 million available to the Project as an interim funding step until the design-build contract and other costs are further defined.

B. Direct staff to negotiate a reimbursement agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to fund San Bernardino County's share of the remaining Gold Line to Montclair Project as described in Recommendation A.

C. Consider reallocation of the additional \$36,000,000 of SBCTA formula funds identified in Recommendation A to other SBCTA funded operations and project needs should the design-build contract bid amount exceed the available funding needed to build the Gold Line to the San Bernardino/Los Angeles county line, and should the LACMTA not allocate the additional funding needed by April 1, 2025.

***Background:***

The Metro Foothill Gold Line Phase 2B Project (Project) includes 12.3 miles of light-rail track construction between Azusa and Montclair, primarily in Los Angeles County, except for 0.6 miles of construction in San Bernardino County, which contains the planned eastern terminus at the Montclair Transit Center, as shown in Attachment A. Through state legislation, the Foothill Gold Line Construction Authority (Construction Authority) was formed for the purposes of overseeing all design and construction contracts for completion of the Los Angeles to Pasadena Metro Gold Line as well as any future extension eastward to Claremont. In 2012, Assembly Bill (AB) 1600 was passed that extended the terminus further east to Montclair in San Bernardino County. In accordance with the 2012 legislation, the Los Angeles County Metropolitan Transportation Authority (LACMTA) shall assume responsibility for operating all completed phases of the Project, including the portion in San Bernardino County contingent upon the approval of the San Bernardino County Transportation Authority (SBCTA) Board of Directors, demonstrated via execution of an operations and maintenance agreement with LACMTA. AB 1600 also required the Construction Authority to enter into a construction agreement with SBCTA prior to commencing construction of the portion of the Project in San Bernardino County. AB 1600 does not state who is responsible for securing construction funding aside from stating that, "Nothing in this section shall be construed to require the LACMTA to allocate funds to the project beyond funds that have been allocated as of January 1, 2012."

*Entity: San Bernardino County Transportation Authority*

However, LACMTA has moved forward with adding funding to the Project. On June 22, 2017, the LACMTA Board of Directors approved a Life of Project Budget for their portion of the Project in the amount of \$1.41 billion and authorized execution of a Project Funding Agreement with the Construction Authority, including provisions to apply for \$249 million in State Transit and Intercity Rail Capital Program (TIRCP) funds as a LACMTA priority. In December 2018, LACMTA led the effort to submit a TIRCP grant for the remaining funding needed in Los Angeles County, \$249 million, as well as the remaining funding needed in San Bernardino County, which was \$41 million. The TIRCP grant application was successful with the award of \$290 million, and the Construction Authority initiated the design-build procurement process to enter into a contract for design and construction of the Project. As reported to their Board on November 13, 2018, they shortlisted four teams, all of which had cost proposals substantially over the budget established in June 2017. Based on the two lowest cost proposals received, the Construction Authority estimated an additional \$570 million was needed to construct the Project to Montclair, and recommended a phased approach to delivering the Project while additional funding was secured. The Construction Authority initiated the main design-build contract to build the funded 9.1-mile Glendora to Pomona project segment in October 2019 and substantial completion to Pomona is scheduled for January 2025.

Elected officials and staff from SBCTA, LACMTA, and the Construction Authority met on January 29, 2024, to discuss advancing the remaining segment of the Project. The Construction Authority continues to seek the funding needed to complete the 3.2-mile Pomona to Montclair segment, which as of late 2022, was estimated to cost \$798 million and is now estimated to cost \$896 million based on a Notice to Proceed with construction being issued in spring 2025 and construction being completed within 63 months.

The following agreements are needed to further advance the effort:

1. LACMTA/Construction Authority Reimbursement Agreement – LACMTA reimburses the Construction Authority for all costs.
2. SBCTA/LACMTA Reimbursement Agreement – SBCTA reimburses LACMTA for the work to be done in San Bernardino County instead of the Construction Authority entering into two separate reimbursement agreements.
3. SBCTA/Construction Authority Construction Agreement.
4. SBCTA/LACMTA operations and maintenance agreement.

While work on the SBCTA/LACMTA Reimbursement Agreement has been initiated, staff is seeking concurrence from the SBCTA Board of Directors on proceeding with the approach of reimbursing LACMTA, who will then reimburse the Construction Authority, for costs in San Bernardino County, ahead of presenting the final negotiated agreement for approval in September 2024.

In December 2023, LACMTA submitted a Senate Bill (SB) 125 funding request to the State for \$798 million, to be available over the next three years, to support construction of the Project to the Los Angeles/San Bernardino County line. Prior to the now known State budget deficit, SB 125 amended the Budget Act of 2023 with one-time money to appropriate \$4 billion of General Fund to the TIRCP over the next two fiscal years as well as \$910 million of Greenhouse Gas Reduction Fund dollars and \$190 million of Public Transportation Account funding over the San Bernardino County Transportation Authority

## Transit Committee Agenda Item

April 11, 2024

Page 3

next four fiscal years. The intent of SB 125 is to provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified, assist transit operators in preventing service cuts and increasing ridership, prioritize the availability of transit for riders who are transit dependent, and prioritize transit agencies representing a significant percentage of the region's ridership. It is unknown how the State budget deficit will affect the availability of the SB 125 funds starting next fiscal year.

The Construction Authority's position is that SBCTA is responsible for funding the remaining portion of the Project cost in San Bernardino County, but has taken the position that they are not legally obligated to provide SBCTA with a detailed cost estimate to validate the cost of the work in San Bernardino County. The Construction Authority provided a high level annual rate of expenditure, showing a revised total cost of \$98 million, which is included as Attachment B. Typically, SBCTA staff validates the cost of a project before requesting the Board allocate funding to it. In this case, staff also wants to ensure SBCTA is not to provide funding to cover the cost of work outside of San Bernardino County and that all planned expenditures are eligible expenses. The Construction Authority is requesting that the reimbursement agreement between SBCTA and LACMTA be in place before the design-build Request for Proposals (RFP) is issued in September 2024.

In lieu of providing adequate backup for the \$98 million cost, the Construction Authority is requesting that SBCTA enter the Project reimbursement agreement with LACMTA for only \$77 million consisting of the remaining \$36 million local funds identified in the 2021 Ten-Year Delivery Plan and the \$41 million TIRCP funds, and per the Construction Authority, "...knowing that the reimbursement agreement can be amended once the design-build contract has been signed and the Construction Authority shares the final pricing from the winning bidder." The Construction Authority asserts that having the reimbursement agreement in place and included as part of the RFP packet is critical to reducing the unnecessary risk of money being added by the bidders to their bid prices due to perceived uncertainty, and even if not fully funded, the agreement being in place and included in the RFP would show the contracting community the necessary commitment they are looking for from SBCTA to keep the price down for work in San Bernardino County.

The Construction Authority's approach would be that once the design-build contract is signed, SBCTA and LACMTA can amend the funding amount in the reimbursement agreement if the SBCTA Board of Directors is comfortable with the cost increase. By that time, they will have a fixed and final price for the project in San Bernardino County, which can be shared with the SBCTA Board of Directors. To provide time for amendment, the portion of the project in San Bernardino County will be included as a Contract Option in the RFP, thereby giving SBCTA a few months to determine if there are sufficient funds available to increase the Project allocation, subject to SBCTA Board of Directors approval, without raising the design-build contract price or impacting the schedule. In addition to the design-build contract, there are right-of-way acquisitions identified, including working with California Department of Transportation who owns land at the Montclair Transcenter, LACMTA support services costs that have not been identified, as well as inspection services that are necessary.

SBCTA and LACMTA staff have begun work on the SBCTA/LACMTA operations and maintenance agreement. It is important that the operations and maintenance agreement be

San Bernardino County Transportation Authority



## Transit Committee Agenda Item

April 11, 2024

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finalized at the same time as the reimbursement agreement to ensure all financial and operational commitments are known ahead of breaking ground in San Bernardino County. Currently the cost for LACMTA to operate 0.6 miles of light rail service between the San Bernardino/Los Angeles County line and the Montclair Transcenter is approximately \$2.2 million annual dollars based on five minute peak service. For a ten-year period, this equates to over \$22 million dollars, not including inflation. Actual future costs can be expected to also change and may include inflation, certain capital costs, State of Good Repair, or other costs.

The operations and maintenance agreement will need to address how SBCTA's share of fare revenue is determined. It is important to note that SBCTA will not have a say in what the Metro Gold Line (now known as the A Line) fares are. Should LACMTA decide to go through the Federal Transit Administration process to permanently adjust fares, SBCTA will not have approval rights over the fare adjustment even though it will directly affect the SBCTA operating subsidy amount. Further, SBCTA will be required to fund State of Good Repair/preventative maintenance for the infrastructure in San Bernardino County. Unlike Metrolink where SBCTA has Board appointed representation, SBCTA will not have a seat at the table when ongoing operational and maintenance decisions are made that will have a financial impact on SBCTA. While SBCTA will ultimately have to approve the subsidy as part of the SBCTA Budget, it will be important that the operations agreement provides authority to SBCTA to reduce the level of service in San Bernardino County should costs become unsustainable, and operations funding is not available. Lastly, SBCTA staff is particularly concerned with the potential for unhoused riders using the Metro system for shelter to be cleared off the trains in Montclair when vehicles are going out of service. Both Long Beach and Azusa have had challenges with this in their communities. Staff recommends that a provision be included in the operations and maintenance agreement that precludes trains from going out of service at the Montclair Transcenter. In other words, all trains coming to the Montclair Transcenter will have a westbound revenue move to ensure people from outside San Bernardino County are not forced to exit the train in an unfamiliar community when train service ends sometime between 1:00 AM and 2:00 AM.

***Financial Impact:***

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

***Reviewed By:***

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

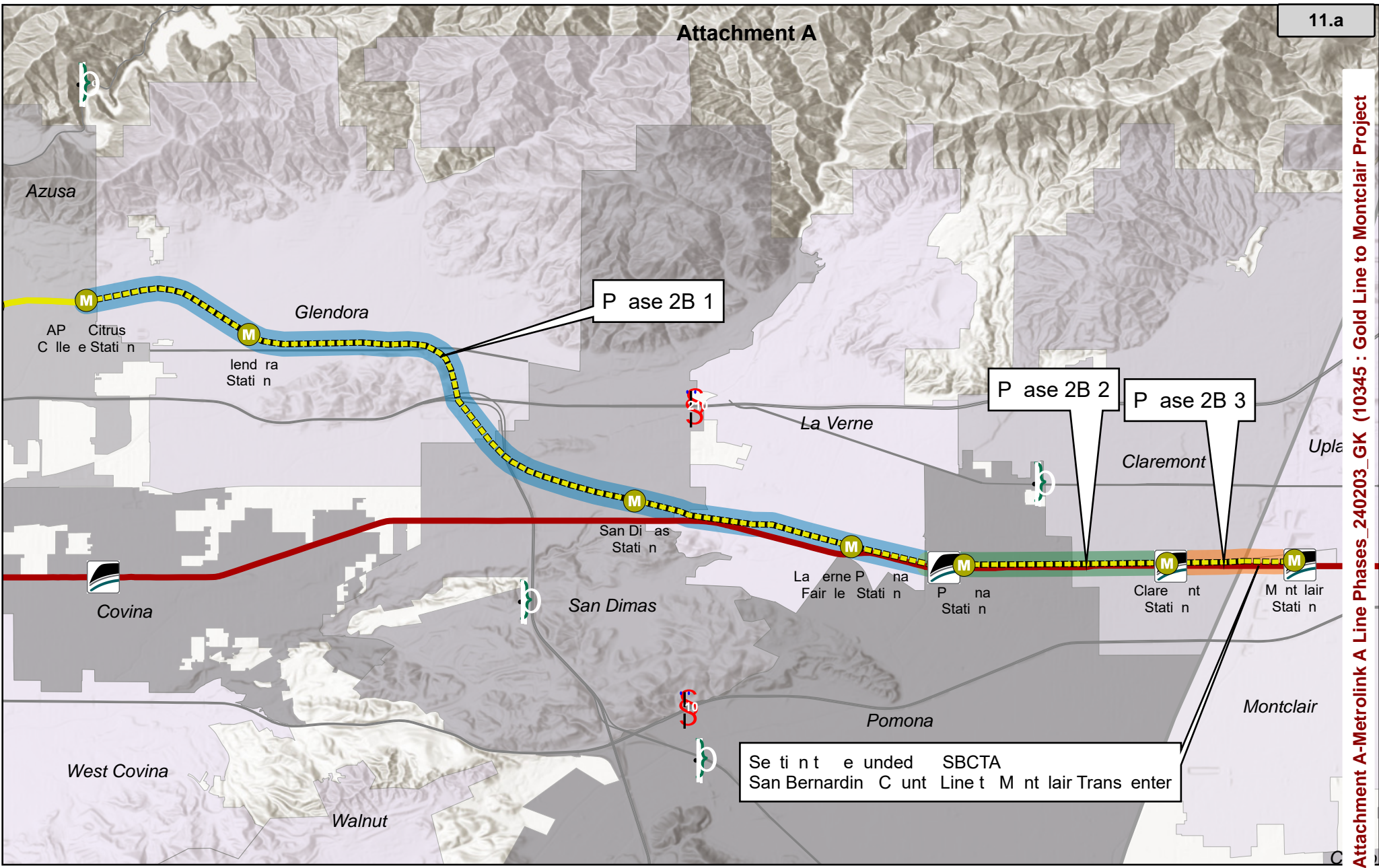
***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:

Attachment A



Phase 2B 1

Phase 2B 2

Phase 2B 3

Settled SBCTA San Bernardino County Line to Montclair Transfer

- Metrolink Stations
- San Bernardino Metrolink Line
- Metrolink A Line Stations
- Metrolink A Line Existing
- Metrolink A Line Proposed Extension

- Foothill Extension - Proposed Alignment Anticipated Construction Timelines**
- Phase 2B 1 Glendora to Pomona Metrolink Station - Construction under a 2017 to 2025
  - Phase 2B 2 Pomona Metrolink Station to Los Angeles San Bernardino County Line - Construction Planned 2025 to 2031
  - Phase 2B 3 Los Angeles San Bernardino County Line - Construction Planned 2025 to 2031

Attachment: Attachment A-Metrolink A Line Phases 240203\_GK (10345 : Gold Line to Montclair Project

**SB PROJECT FUNDING**

Metro Gold Line Foothill Extension

(in millions of dollars escalated to the year of the expenditure)

NTP April 2025							
	TO MONTCLAIR						
Sources of Funds	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Transit and Intercity							
Rail Capital Program (TIRCP) SB (Existing)	7.0	13.0	21.0				41.0
SBCTA Funds (Measure I, STA, LTF, LCTOP) (Existing)			6.0	26.0	7.0		39.0
SBCTA Funds (TBD)					13.0	5.0	18.0
<b>Total Project Funding to Montclair</b>							<b>98.0</b>
<b>Total</b>	7.0	13.0	27.0	26.0	20.0	5.0	

**SB PROJECT EXPENDITURE PLAN**

EXPENDITURE PLAN - COST AND CASHFLOW BUDGET

Metro Gold Line Foothill Extension

(in millions of dollars escalated to the year of the expenditure)

NTP April 2025							
	TO MONTCLAIR						
Uses of Funds	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Professional Services (Program Management)	1.0	1.0	2.0	2.0	1.0	1.0	8.0
MCA (Utilities)	0.5	0.5					1.0
Right of Way (Alignment)		1.0					1.0
Metro Costs (Plan Checks)	0.5	0.5					1.0
Project Contingency			1.0	1.0	1.0		3.0
Construction SB	5.0	10.0	24.0	23.0	18.0	4.0	84.0
<b>Total Project Expenditure to Montclair</b>							<b>98.0</b>
<b>Total</b>	7.0	13.0	27.0	26.0	20.0	5.0	

## *Minute Action*

AGENDA ITEM: 12

***Date:*** April 11, 2024

***Subject:***

Allocation of Transportation Development Act Funds for Fiscal Year 2024/2025

***Recommendation:***

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

Adopt Resolution No. 24-014 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2024/2025 and the transmittal of allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

***Background:***

Section 99214 of the California Public Utilities Code designates San Bernardino County Transportation Authority (SBCTA) as the agency responsible for administering Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance (STA) apportionments, issuance of LTF and STA allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector (ATC), and authorization of LTF and STA payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations requires that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions. Resolution No. 24-014 fulfills this requirement. The issuance of LTF and STA allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SBCTA Transit Program and other eligible TDA claimants, consistent with apportionments and allocations adopted by the SBCTA Board of Directors (Board).

Throughout the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against various documents. Some of the documents used as the basis for approving the statutory claims of TDA funding include the most recently approved transit operator Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the SBCTA Fiscal Year (FY) Budget.

Following approval of a transit claim, staff issues allocation instructions to the ATC authorizing the use of the funds by the claimant for specific purposes. Then, throughout the year, staff requests disbursements of funds from the ATC in accordance with disbursement requests submitted by the claimants.

In March 2024, the Board approved the FY 2024/2025 LTF and STA apportionments. The apportionments have been incorporated into the Proposed FY 2024/2025 SBCTA Budget. Allocations to individual transit operators will be presented to the Board for approval in June 2024.

***Financial Impact:***

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

*Entity: San Bernardino County Transportation Authority*

Transit Committee Agenda Item  
April 11, 2024  
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**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:**

Brianna Martinez, Management Analyst III

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Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:

**RESOLUTION NO. 24-014**

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE  
TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2024/2025**

**WHEREAS**, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

**WHEREAS**, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

**WHEREAS**, the SBCTA Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

**WHEREAS**, the Board has adopted the SBCTA 10-Year Delivery Plan and annual SBCTA budgets documenting anticipated expenditures for SBCTA's transit programs; and

**WHEREAS**, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Fund consistent with the adopted plans, apportionments, and allocations; and

**WHEREAS**, the Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the annual SBCTA budgets include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

**WHEREAS**, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process; and

**WHEREAS**, SBCTA has incorporated the amount to be allocated to each of the transit operators and SBCTA into its Fiscal Year 2024/2025 Budget.

**NOW THEREFORE BE IT RESOLVED**, by the San Bernardino County Transportation Authority:

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2024/2025 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, SBCTA's 10-Year Delivery Plan, and SBCTA's annual budget, as applicable, and as amended through subsequent Board action.



2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Infrastructure Investment and Jobs Act (IIJA).
4. The sum of the claimant’s allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

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



PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on May 1, 2024.

\_\_\_\_\_  
Dawn Rowe, President  
San Bernardino County Transportation Authority

ATTEST:

\_\_\_\_\_  
Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

DRAFT

Attachment: Annual Allocation of TDA Funds Reso FY25\_24-014 Resolution [Revision 1] (10281 : Allocation of Transportation Development Act

## *Minute Action*

AGENDA ITEM: 13

**Date:** *April 11, 2024*

**Subject:**

San Bernardino County Transportation Authority Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021 - 2022/2023

**Recommendation:**

Receive the Transportation Development Act Triennial Performance Audit Report for Fiscal Years 2020/2021 through 2022/2023 for the San Bernardino County Transportation Authority.

**Background:**

To continue receiving Transportation Development Act (TDA) funding, the California Public Utilities Code Sections 99246 and 99248 require that the San Bernardino County Transportation Authority (SBCTA) designate an entity other than itself to perform triennial performance reviews on each of the transit operators that receive TDA funding, and also on SBCTA. These audits shall be submitted to the Director of the California Department of Transportation (Caltrans).

On July 5, 2023, the SBCTA Board of Directors approved Contract No. 23-100296 with Moore and Associates to conduct the triennial performance reviews of SBCTA and the following transit operators/claimants: City of Needles, Basin Transit, Mountain Transit, Omnitrans, and Victor Valley Transit Authority.

Attachment A is the executive summary for SBCTA's Fiscal Year 2020/2021-2022/2023 Triennial Performance Audit, which includes a review of compliance with TDA requirements, status of prior audit recommendations, and a functional review highlighting major SBCTA functions related to TDA. A full version of the audit is also included with this item. SBCTA has satisfactorily complied with state legislative mandates for Regional Transportation Planning Agencies. Below is a summary of the prior audit recommendations and status, plus the current audit recommendations for SBCTA. Similar information will be presented to the Transit Committee for the transit operators listed previously.

Prior Audit Recommendations and Status

1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.  
Status: Implemented.  
SBCTA has been working with the operators to ensure the reports are submitted during the TDA claim process. All three years of this audit period were exempt from the requirements of the Productivity Improvement Program due to Assembly Bill (AB) 149.
2. Update the SBCTA TDA Claims Manual.  
Status: Implemented.  
The TDA claims manual was finalized in June 2023. It also reflects new provisions from statutory measures including AB 90 and AB 149.

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

April 11, 2024

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## 3. Update the SBCTA Claims Checklist.

Status: Implemented.

The SBCTA Claims Checklist has been updated in accordance with prior audit recommendations. The requirement to perform State Transit Assistance (STA) efficiency test calculations if STA funds are being used for operating costs has also been added to the checklist.

Current Recommendations and Implementation Plan

Moore & Associates finds SBCTA to be in compliance with the requirements of the TDA. In addition, Moore & Associates finds SBCTA generally functions in an efficient, effective, and economical manner.

The audit team identified no compliance or functional findings.

***Financial Impact:***

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

***Reviewed By:***

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

***Responsible Staff:***

Brianna Martinez, Management Analyst III

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Approved  
Transit Committee  
Date: April 11, 2024

Witnessed By:



## Chapter 1 | Executive Summary

The Triennial Performance Audit of the San Bernardino County Transportation Authority (SBCTA) covers a three-year period ending June 30, 2023. . The California Public Utilities Code requires all Regional Transportation Planning Agencies conduct an independent Triennial Performance Audit in order to be eligible for Transportation Development Act (TDA) funding.

In 2023, the SBCTA selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates TDA funding. . Moore & Associates is a consulting firm specializing in public transportation. . Selection of the consultant followed a competitive procurement process.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the SBCTA's programs for the period:

- Fiscal Year 2020/21,
- Fiscal Year 2021/22, and
- Fiscal Year 2022/23.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our review objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The review was also conducted in accordance with the processes established by the California Department of Transportation, as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

1. Compliance requirements,
2. Follow-up of prior recommendations,
3. Analysis of internal goal setting and strategic planning efforts,
4. Review of the RTPA's functions and activities, and
5. Findings and recommendations.

### Test of Compliance

The San Bernardino County Transportation Authority adheres to Transportation Development Act (TDA) regulations in an efficient and effective manner.



### Status of Prior Recommendations

The prior Triennial Performance Audit – completed in 2021 by Michael Baker International for the three fiscal years ending June 30, 2020 – included the following recommendations:

1. [Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.](#)  
**Status:** Implementation in progress.
2. [Update the SBCTA TDA Claims Manual.](#)  
**Status:** Implemented.
3. [Update the SBCTA TDA Claims Checklist](#)  
**Status:** Implemented.

### Goal Setting and Strategic Planning

The primary planning document for an RTPA is typically the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The RTP is a long-range (25-year) transportation plan providing a vision for regional transportation investments. The Sustainable Communities Strategy (SCS) element, required under SB 375, demonstrates the integration of land use, transportation strategies, and transportation investments that will help meet regional greenhouse gas reduction targets.

While SBCTA is the Subregional Planning Agency for San Bernardino County, it is not responsible for preparing the Regional Transportation Plan. As a member of the Southern California Association of Governments (SCAG), which serves as the Metropolitan Planning Organization for the region, San Bernardino County is included within SCAG's Connect SoCal Plan, which serves as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the six-county area. The current RTP/SCS was adopted on September 3, 2020, by SCAG's Regional Council and spans the 25-year period between 2020 and 2045. The draft 2024 update was released for a 72-day public comment period in November 2023 and is expected to be adopted by June 2024. The Regional Council includes eight representatives from San Bernardino County as well as a representative from SBCTA.

As the Subregional Planning Agency, SBCTA's primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. SBCTA's San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG's. It predicts where and how much growth there will be in the jurisdictions. All of this information is provided to SCAG for inclusion in the RTP/SCS.

To build upon the RTP/SCS and provide for more focused regional planning, SBCTA prepares the San Bernardino Countywide Transportation Plan. SBCTA completed an interim update in 2021. In 2023, SBCTA initiated its Long Range Multimodal Transportation Plan (LRMTP) as a major update to the Countywide Transportation Plan to develop a comprehensive transportation vision through 2045/2050. The LRMTP is expected to be completed in Fall/Winter 2024.



Other subregional planning efforts undertaken by SBCTA during the audit period include the Comprehensive Sidewalk Connectivity Plan (Phase II completed in February 2023), the Inland Empire Comprehensive Multimodal Corridor Plan (a joint effort with Caltrans, SCAG, and the Riverside County Transportation Commission updated in November 2022), and the 2021 – 2025 Public Transit-Human Services Transportation Plan for San Bernardino County (completed in June 2021).

#### Findings and Recommendations

Based on the current review, we submit no TDA compliance or functional findings.

# San Bernardino County Transportation Authority

## TDA TRIENNIAL PERFORMANCE AUDIT, FY 2021 – FY 2023



Attachment: TDA Audit\_SBCTA RTPA\_final report 2.2.24 (10278 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal

FINAL REPORT  
FEBRUARY 2024







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Attachment: TDA Audit\_SBCTA\_RTPA\_final\_report 2.2.24 (10278 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal



# Table of Exhibits

Exhibit 3.1 Organizational Chart (FY 2021/22) ..... 13

Exhibit 3.2 Connect SoCal Goals ..... 14

Exhibit 3.3 Connect SoCal Guiding Principles..... 15

Exhibit 4.1 Transit Development Act Compliance Requirements ..... 18

Attachment: TDA Audit\_SBCTA\_RTPA\_final report 2.2.24 (10278 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal



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## Chapter 1 | Executive Summary

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In 2023, the SBCTA selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates TDA funding. . Moore & Associates is a consulting firm specializing in public transportation. . Selection of the consultant followed a competitive procurement process.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the SBCTA’s programs for the period:

- Fiscal Year 2020/21,
- Fiscal Year 2021/22, and
- Fiscal Year 2022/23.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our review objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The review was also conducted in accordance with the processes established by the California Department of Transportation, as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

1. Compliance requirements,
2. Follow-up of prior recommendations,
3. Analysis of internal goal setting and strategic planning efforts,
4. Review of the RTPA’s functions and activities, and
5. Findings and recommendations.

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The San Bernardino County Transportation Authority adheres to Transportation Development Act (TDA) regulations in an efficient and effective manner.



### Status of Prior Recommendations

The prior Triennial Performance Audit – completed in 2021 by Michael Baker International for the three fiscal years ending June 30, 2020 – included the following recommendations:

1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.  
**Status:** Implemented.
2. Update the SBCTA TDA Claims Manual.  
**Status:** Implemented.
3. Update the SBCTA TDA Claims Checklist  
**Status:** Implemented.

### Goal Setting and Strategic Planning

The primary planning document for an RTPA is typically the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The RTP is a long-range (25-year) transportation plan providing a vision for regional transportation investments. The Sustainable Communities Strategy (SCS) element, required under SB 375, demonstrates the integration of land use, transportation strategies, and transportation investments that will help meet regional greenhouse gas reduction targets.

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As the Subregional Planning Agency, SBCTA's primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. SBCTA's San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG's. It predicts where and how much growth there will be in the jurisdictions. All of this information is provided to SCAG for inclusion in the RTP/SCS.

To build upon the RTP/SCS and provide for more focused regional planning, SBCTA prepares the San Bernardino Countywide Transportation Plan. SBCTA completed an interim update in 2021. In 2023, SBCTA initiated its Long Range Multimodal Transportation Plan (LRMTP) as a major update to the Countywide Transportation Plan to develop a comprehensive transportation vision through 2045/2050. The LRMTP is expected to be completed in Fall/Winter 2024.



Other subregional planning efforts undertaken by SBCTA during the audit period include the Comprehensive Sidewalk Connectivity Plan (Phase II completed in February 2023), the Inland Empire Comprehensive Multimodal Corridor Plan (a joint effort with Caltrans, SCAG, and the Riverside County Transportation Commission updated in November 2022), and the 2021 – 2025 Public Transit-Human Services Transportation Plan for San Bernardino County (completed in June 2021).

#### Findings and Recommendations

Based on the current review, we submit no TDA compliance or functional findings.





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## Chapter 2 | Audit Scope and Methodology

The Triennial Performance Audit (TPA) of the San Bernardino County Transportation Authority (SBCTA) covers the three-year period ending June 30, 2023. The California Public Utilities Code requires all Regional Transportation Planning Agencies conduct an independent Triennial Performance Audit in order to be eligible for Transportation Development Act (TDA) funding.

In 2023, the SBCTA selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates funding. Moore & Associates is a consulting firm specializing in public transportation. Selection of Moore & Associates followed a competitive procurement process.

The Triennial Performance Audit is designed to be an independent and objective evaluation of SBCTA as the designated RTPA for San Bernardino County. Direct benefits of a triennial performance audit include providing RTPA management with information on the economy, efficiency, and effectiveness of their programs across the prior three years; helpful insight for use in future planning; and assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized. Finally, the Triennial Performance Audit fulfills the requirement of PUC 99246(a) that the RTPA designate an independent entity other than itself to conduct a performance audit of its activities as well as those of each operator to whom it allocates TDA funding.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions.

The audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Auditing Standards* published by the U.S. Comptroller General.

### Objectives

A Triennial Performance Audit has four primary objectives:

1. Assess compliance with TDA regulations,
2. Review actions taken by the RTPA to implement prior recommendations,
3. Evaluate the efficiency and effectiveness of the RTPA through a review of its functions, and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the RTPA.



## Scope

The Triennial Performance Audit is a systematic review of performance evaluating the efficiency, economy, and effectiveness of the regional transportation planning agency. The audit of SBCTA included five tasks:

1. Review of compliance with TDA requirements and regulations.
2. Assessment of the implementation status of recommendations included in the prior Triennial Performance Audit.
3. Analysis of SBCTA's internal goal setting and strategic planning functions.
4. Examination of the following functions:
  - Administration and Management,
  - Transportation Planning and Regional Coordination,
  - Claimant Relationships and Oversight,
  - Marketing and Transportation Alternatives, and
  - Grant Applications and Management.
5. Recommendations to address opportunities for improvement based on analysis of the information collected and the review of the RTPA's core functions.

## Methodology

The methodology for the Triennial Performance Audit of the San Bernardino County Transportation Authority as the RTPA included thorough review of documents relevant to the scope of the review, as well as information contained on SBCTA's website. The documents reviewed included the following (spanning the full three-year period):

- Triennial Performance Audit reports for the prior review period;
- Annual budgets;
- Audited financial statements;
- State Controller Reports;
- Agency organizational chart;
- Board meeting minutes and agendas;
- Policies and procedures manuals;
- Regional planning documents;
- Overall work plans;
- Article 8 Unmet Transit Needs documentation;
- TDA claims manual; and
- TDA and transit funding allocations to operators.

Given impacts of the ongoing COVID-19 pandemic, the methodology for this audit included a site visit with SBCTA representatives on September 26, 2023. The audit team met with SBCTA staff and reviewed materials germane to the triennial audit. Staff participating in the site visit included the following:

- Nancy Strickert, Transit Manager;
- Vanessa Schoenewald, Management Analyst III;
- James Mejia, Management Analyst II;



- Marleana Roman, Clerk of the Board/Administrative Supervisor;
- Hilda Flores, Chief Financial Officer;
- Colleen Franco, Director of Management Services;
- Tim Watkins, Chief of Legislative and Public Affairs;
- Lisa Lazzar, Chief of Fiscal Resources;
- Vedic Lee, Accounting Supervisor; and
- Nicole Soto, Multimodal Mobility Programs Administrator.

The report is comprised of seven chapters divided into three sections:

1. Executive Summary: A summary of the key findings and recommendations developed during the Triennial Performance Audit process.
2. TPA Scope and Methodology: Methodology of the audit and pertinent background information.
3. TPA Results: In-depth discussion of findings surrounding each of the subsequent elements of the audit:
  - Compliance with statutory and regulatory requirements,
  - Progress in implementing prior recommendations,
  - Goal setting and strategic planning,
  - Functional review, and
  - Findings and recommendations.



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## Chapter 3 | Overview of SBCTA

The San Bernardino County Transportation Authority was originally formed as the San Bernardino Associated Governments (SANBAG) in 1973. In 2017, as a result of Senate Bill 1305 (Morell), SANBAG was split into the San Bernardino County Transportation Authority (SBCTA), which serves as the transportation planning, funding, and major project delivery agency for San Bernardino County; and the San Bernardino Council of Governments (SBCOG), which serves as the Council of Governments. Member jurisdictions for both agencies include the County of San Bernardino; the towns of Apple Valley and Yucca Valley; and the cities of Adelanto, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and Yucaipa.

San Bernardino County covers an area of more than 20,000 square miles and is the largest county by area in the contiguous United States. The population in 2020 was approximately 2.1 million, with the largest population center in the southwest corner of the county (including the Victor Valley). Much of the rest of the county is rural in nature. Five transit operators receive TDA funding through SBCTA: Omnitrans, Victor Valley Transit Authority, Mountain Transit, Basin Transit, and City of Needles.

### Roles

The SBCTA serves many functions within the region. The following five roles were consolidated into the SBCTA as part of Senate Bill 1305 (Morell).

- **Subregional Planning Agency.** The SBCTA is responsible for representing the San Bernardino County subregion and assisting the Southern California Association of Governments (SCAG) in its role as the metropolitan planning organization (MPO) for the six-county Southern California region. SBCTA performs studies and prepares plans specific to the subregion and contributes subregional input to SCAG's broader regional activities.
- **Service Authority for Freeway Emergencies (SAFE).** The SBCTA is responsible for operation and administration of roadside call boxes in San Bernardino County.
- **County Transportation Commission.** The SBCTA is responsible for short- and long-range transportation planning, including coordination of public transportation services, approval of capital projects for public transit and highway projects, and staging/scheduling construction for projects included in the Transportation Improvement Program.
- **County Transportation Authority.** The SBCTA is responsible for administering a half-cent transportation sales tax (Measure I) which funds major freeway construction, commuter rail service, local street and road improvements, specialized transportation services, traffic management efforts, and environmental enhancement efforts.
- **Congestion Management Agency.** As the designated Congestion Management Authority for San Bernardino County, the SBCTA is responsible for coordinating land-use, transportation planning,



and air quality so as to consider the impacts of new developments and promotes air quality improvement.

The SBCTA's core mission is to improve the quality of life and mobility in San Bernardino County. It achieves this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible;
- Envisioning the future, embracing emerging technology, and innovating to ensure its transportation options are successful and sustainable;
- Promoting collaboration among all levels of government;
- Optimizing its impact in regional, state, and federal policy and funding decisions; and
- Using all revenue sources in the most responsible and transparent way.

The San Bernardino County Transportation Authority, along with the San Bernardino Council of Governments, is governed by a joint Board of Directors comprised of one elected official from each of the 24 member jurisdictions in San Bernardino County, five San Bernardino County supervisors, and one *ex officio* member representing Caltrans. The Board meets on the first Wednesday of each month at 10:00 a.m. Regular meetings are held in the conference room at SBCTA's administrative offices, located at 1170 West Third Street in San Bernardino.

The SBCTA Board has one subcommittee: the I-10 and I-15 Corridor Joint Sub-Committee.

*I-10 and I-15 Corridor Joint Sub-Committee.* The sub-committee will provide space for discussion and understanding of issues pertaining to the I-10 and I-15 corridor improvements. Meetings are held on the second Thursday at 10:00 a.m. following the Metro Valley Board Study Session.

The SBCTA has eight additional committees that advise the SBCTA Board.

*General Policy Committee.* The General Policy Committee provides general policy oversight and policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization. Meetings are held on the second Wednesday of the month at 9:00 a.m.

*Legislative Policy Committee (LPC).* The LPC is authorized to take positions on state and federal legislation, regulations, policies, and issues on behalf of the Board, that are consistent with SBCTA/SBCOG's platform. Meetings are held on the second Wednesday of the month at 9:30 a.m.

*Transit Committee.* The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors with respect to commuter rail and transit service in San Bernardino County. Meetings are held on the second Thursday of the month at 9:00 a.m.

*Metro Valley Board Study Session.* This committee (previously the Major Projects committee) provides policy guidance and recommendations to the Board of Directors on issues related to the



Measure I Major Projects in the valley region. Meetings are held on the second Thursday of the month at 9:30 a.m.

*Mountain/Desert Committee.* The Mountain/Desert committee provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the mountain/desert region. Meetings are held on the third Friday of the month at 9:30 a.m.

*City/County Manager Technical Advisory Committee.* This committee provide a forum for the chief executives of SBCTA’s member agencies to become informed about and discuss issues facing the region. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. Meetings are held on the first Thursday of the month at 10:00 a.m.

*Public and Specialized Transportation Advisory and Coordination Council (PASTACC).* The PASTACC is an advisory body to the San Bernardino County Transportation Authority addressing public transit and specialized transportation needs, issues and opportunities. Meetings are held on the second Tuesday of the month at 10:00 a.m.

*Independent Taxpayer Oversight Committee (ITOC).* This committee provides 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 committee meets approximately four times per year.

Representatives serving on the SBCTA Board of Directors during the audit period included the following:

- Gabriel Reyes, City of Adelanto (2020 - 2021)
- Daniel Ramos, City of Adelanto (2021 - 2023)
- Art Bishop, Town of Apple Valley (2020 - 2023)
- Julie McIntyre, City of Barstow (2020 - 2021)
- Paul Courtney, City of Barstow (2021 - 2023)
- Bill Jahn, City of Big Bear Lake (2020 - 2021)
- Rick Herrick, City of Big Bear Lake (2021 - 2023)
- Eunice Uloa, City of Chino (2020 - 2023)
- Ray Marquez, City of Chino Hills (2020 - 2023)
- Frank Navarro, City of Colton (2020 - 2023)
- Acquanetta Warren, City of Fontana (2020 - 2023)
- Darcy McNaboe, City of Grand Terrace (2020 - 2022)
- Sylvia Robles, City of Grand Terrace (2023)
- Rebekah Swanson, City of Hesperia (2020, 2022 - 2023)
- Cameron Gregg, City of Hesperia (2021)
- Larry McCallon, City of Highland (2020 - 2023)
- Rhodes Rigsby, City of Loma Linda (2020 - 2023)
- John Dutrey, City of Montclair (2020 - 2023)
- Edward Paget, City of Needles (2020 - 2022)
- Janet Jernigan, City of Needles (2023)

- Alan Wapner, City of Ontario (2020 - 2023)
- L. Dennis Michael, City of Rancho Cucamonga (2020 - 2023)
- Toni Momberger, City of Redlands (2020 - 2021)
- Paul Barich, City of Redlands (2021 - 2023)
- Deborah Robertson, City of Rialto (2020 - 2023)
- John Valdivia, City of San Bernardino (2020 - 2022)
- Helen Tran, City of San Bernardino (2023)
- Joel Klink, City of Twentynine Palms (2020 - 2023)
- Debbie Stone, City of Upland (2020 - 2021)
- Carlos A. Garcia, City of Upland (2021 - 2022)
- Rudy Zuniga, City of Upland (2023)
- Jim Cox, City of Victorville (2020 - 2021)
- Debra Jones, City of Victorville (2021 - 2023)
- David Avila, City of Yucaipa (2020 - 2022)
- Bobby Duncan, City of Yucaipa (2023)
- Rick Denison, Town of Yucca Valley (2020 - 2023)
- Robert Lovingood, County of San Bernardino (2020 - 2021)
- Paul Cook, County of San Bernardino (2021 - 2023)
- Janice Rutherford, County of San Bernardino (2020 - 2022)
- Dawn Rowe, County of San Bernardino (2020 - 2023)
- Curt Hagman, County of San Bernardino (2020 - 2023)
- Joe Baca Jr., County of San Bernardino (2021 - 2023)
- Josie Gonzales, County of San Bernardino (2020 - 2021)
- Jesse Armendarez, County of San Bernardino (2023)
- Michael Beauchamp, Caltrans (ex officio 2020 - 2021)
- Diane Morales, Caltrans (interim ex officio 2022)
- Catalino Pining, Caltrans (ex officio 2023)
- Ray Wolfe, SBCTA Executive Director (2020 - 2023)
- Julianna Tillquist, General Counsel (2020 - 2023)

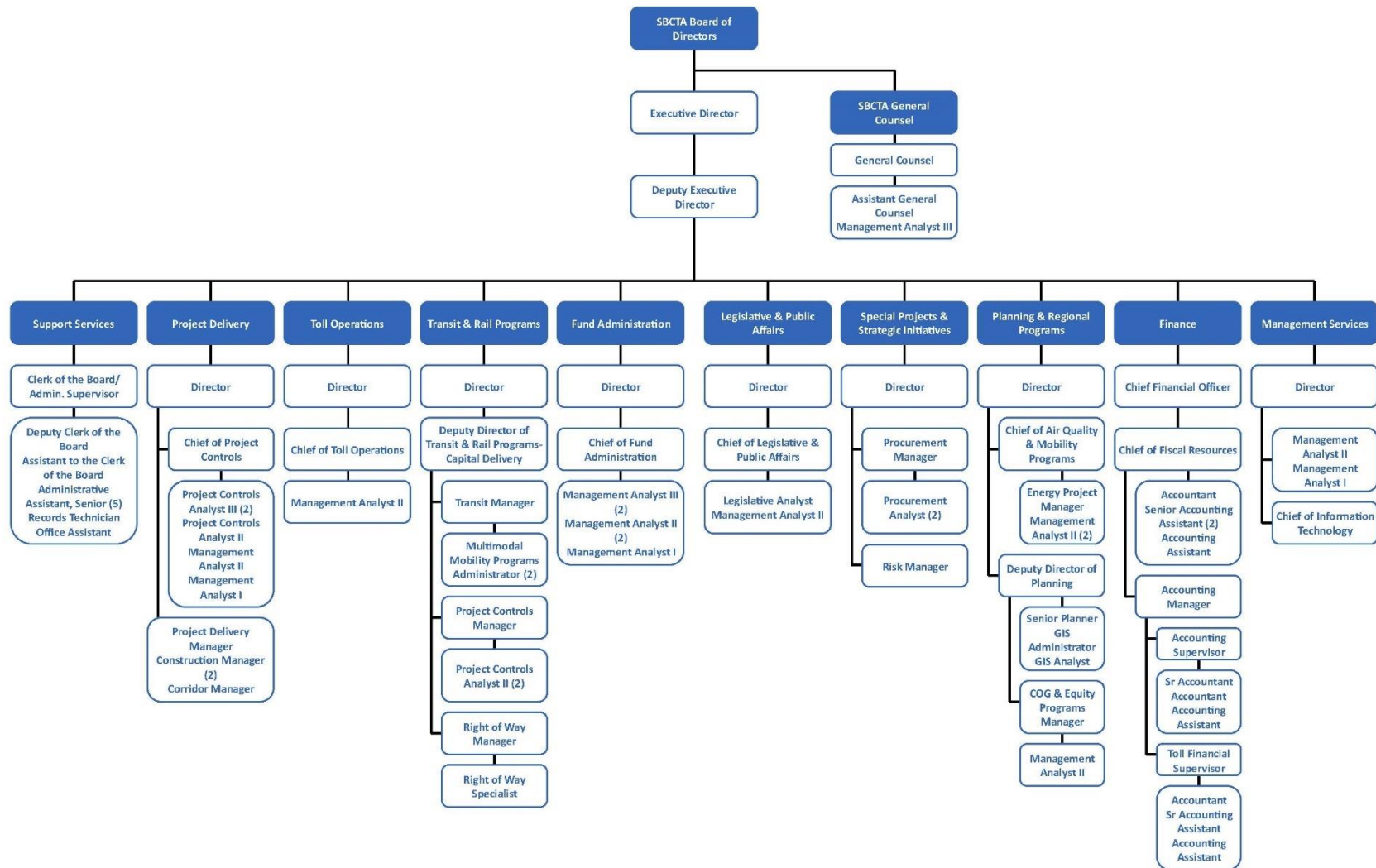
### Organization

SBCTA's Executive Director reports to the Board and oversees staff in ten departments—Support Services, Project Delivery, Toll Operations, Transit and Rail Programs, Fund Administration, Legislative and Public Affairs, Special Projects and Strategic Initiatives, Planning and Regional Programs, Finance, Management Services. SBCTA's General Counsel reports directly to the Board. An organizational chart is provided in Exhibit 3.1.



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Exhibit 3.1 Organizational Chart (FY 2021/22)



Source: SBCTA.





**Goal setting and strategic planning**

The primary planning document for an RTPA is typically the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The RTP is a long-range (25-year) transportation plan providing a vision for regional transportation investments. The Sustainable Communities Strategy (SCS) element, required under SB 375, demonstrates the integration of land use, transportation strategies, and transportation investments that will help meet regional greenhouse gas reduction targets.

While the SBCTA is the Subregional Planning Agency for San Bernardino County, it is not responsible for preparing the Regional Transportation Plan. As a member of the Southern California Association of Governments (SCAG), which serves as the Metropolitan Planning Organization for the region, San Bernardino County is included within SCAG’s Connect SoCal Plan, which serves as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the six-county area. The current RTP/SCS was adopted on September 3, 2020, by SCAG’s Regional Council and spans the 25-year period between 2020 and 2045. The draft 2024 update was released for a 72-day public comment period in November 2023 and is expected to be adopted by June 2024. The Regional Council includes eight representatives from San Bernardino County as well as a representative from the SBCTA.

As the Subregional Planning Agency, the SBCTA’s primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. The SBCTA’s San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG’s. It predicts where and how much growth there will be in the jurisdictions. All of this information is provided to SCAG for inclusion in the RTP/SCS.

The Connect SoCal plan primarily looks at the region as a whole, rather than planning for each county individually. While some key projects are identified by county, the majority of the plan takes a more holistic view. The RTP/SCS does set forth a series of goals and guiding principles that are applicable across the region.

Exhibit 3.2 Connect SoCal Goals

Goals	
1	Encourage regional economic prosperity and global competitiveness.
2	Improve mobility, accessibility, reliability, and travel safety for people and goods.
3	Enhance the preservation, security, and resilience of the regional transportation system.
4	Increase person and goods movement and travel choices within the transportation system.
5	Reduce greenhouse gas emissions and improve air quality.
6	Support healthy and equitable communities.
7	Adapt to a changing climate and support an integrated regional development pattern and transportation network.
8	Leverage new transportation technologies and data-driven solutions that result in more efficient travel.
9	Encourage development of diverse housing types in areas that are supported by multiple transportation options.
10	Promote conservation of natural and agricultural lands and restoration of habitats.

## Exhibit 3.3 Connect SoCal Guiding Principles

Guiding Principles	
1	Base transportation investments on adopted regional performance indicators and MAP-21/FAST Act regional targets.
2	Place high priority for transportation funding in the region on projects and programs that improve mobility, accessibility, reliability and safety, and that preserve the existing transportation system.
3	Assure that land use and growth strategies recognize local input, promote sustainable transportation options, and support equitable and adaptable communities.
4	Encourage RTP/SCS investments and strategies that collectively result in reduced non-recurrent congestion and demand for single occupancy vehicle use, by leveraging new transportation technologies and expanding travel choices.
5	Encourage transportation investments that will result in improved air quality and public health, and reduced greenhouse gas emissions.
6	Monitor progress on all aspects of the Plan, including the timely implementation of projects, programs, and strategies.
7	Regionally, transportation investments should reflect best-known science regarding climate change vulnerability, in order to design for long term resilience.

To build upon the RTP/SCS and provide for more focused regional planning, SBCTA prepares the San Bernardino Countywide Transportation Plan. The SBCTA completed an interim update in 2021. In 2023, SBCTA initiated its Long Range Multimodal Transportation Plan (LRMTP) as a major update to the Countywide Transportation Plan to develop a comprehensive transportation vision through 2045/2050. The LRMTP is expected to be completed in Fall/Winter 2024.

Core elements of the vision for the Countywide Transportation Plan focus on multimodal mobility while reflecting goals contained in the Connect SoCal plan, the California Transportation Plan 2050, the AB 32 Scoping Plan, and Caltrans' Climate Action Plan for Transportation Infrastructure, as well as SB 32 greenhouse gas reduction goals and SB 743 VMT reduction goals. These core elements include:

- **Build on “the network”** by focusing on origin-to-destination connectivity.
- **Focus on the traveling customer** by tailoring modes, support strategies, and marketing to the needs of those being served.
- **Encourage transit-oriented development (TOD)** by working with local agencies and the private sector and incentivizing TOD projects where practical.
- **Invest in technology** with an ultimate goal of a fully integrated system.
- **Coordinate and collaborate** across SBCTA departments and with transit and mobility partners.
- **Support quality of life, health, sustainability, and equity** by ensuring transportation investments are having the intended/desired impacts.
- **Evaluate programs and services** to determine what is working, what should be improved or expanded, and what should be eliminated.

Other subregional planning efforts undertaken by the SBCTA during the audit period include the Comprehensive Sidewalk Connectivity Plan (Phase II completed in February 2023), the Inland Empire Comprehensive Multimodal Corridor Plan (a joint effort with Caltrans, SCAG, and the Riverside County



Transportation Commission updated in November 2022), and the 2021 – 2025 Public Transit-Human Services Transportation Plan for San Bernardino County (completed in June 2021).

Attachment: TDA Audit\_SBCTA\_RTPA\_final\_report 2.2.24 (10278 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal





## Chapter 4 | Program Compliance

This section examines the San Bernardino County Transportation Authority's compliance with the State of California's Transportation Development Act as well as relevant sections of California's Public Utilities Commission code. An annual certified fiscal audit confirms TDA funds were apportioned in conformance with applicable laws, rules, and regulations. Although compliance verification is not a Triennial Performance Audit function, several specific requirements concern issues relevant to the performance audit. The Triennial Performance Audit findings and related comments are delineated in Exhibit 3.1.

Compliance was determined through discussions with SBCTA staff as well as an inspection of relevant documents, including the fiscal audits for each year of the triennium. Also reviewed were planning documents, Board actions, and other related documentation.

No compliance issues were identified for the SBCTA.

### Developments Occurring During the Audit Period

The FY 2020/21 – FY 2022/23 audit period was the first to occur entirely after the onset of the COVID-19 pandemic. The pandemic resulted in significant declines in ridership and fare revenue, and recovery from those impacts continues beyond FY 2022/23. Most transit programs have yet to return to pre-pandemic ridership and fare levels.

In California, two notable pieces of legislation were passed that impact compliance during the audit period. These bills were intended to provide emergency relief during the pandemic, thereby ensuring transit operators continue to receive TDA funding despite significant impacts to key performance measures. Assembly Bill 90, signed into law on June 29, 2020, provided temporary regulatory relief for transit operators required to conform with Transportation Development Act (TDA) farebox recovery ratio thresholds in FY 2019/20 and FY 2020/21. While the ability to maintain state mandates and performance measures is important, AB 90 offered much-needed relief from these requirements for these years initially impacted by the COVID-19 pandemic. AB 90 included provisions specific to transit operator funding through the TDA, including temporary farebox recovery ratio waivers, changes regarding the allocation of STA funds, and eligibility for using STA for operating purposes.

Assembly Bill 149, signed into law on July 16, 2021, provided additional regulatory relief with respect to Transportation Development Act (TDA) compliance. Recognizing the ongoing impact of the COVID-19 pandemic, it extended the provisions of AB 90 through FY 2022/23 as well as provided additional relief with respect to local funding, operating cost, and use of STA funds. Each year of the audit period took place while penalty waivers were in place, and FY 2023/24 is the first post-COVID year for which transit operators will face potential penalties for not meeting farebox recovery requirements.



Exhibit 4.1 Transit Development Act Compliance Requirements

Compliance Element	Reference	Compliance	Comments
All transportation operators and city or county governments which have responsibility for serving a given area, in total, claim no more than those Local Transportation Fund monies apportioned to that area.	PUC 99231	In compliance	
The RTPA has adopted rules and regulations delineating procedures for the submission of claims for facilities provided for the exclusive use of pedestrians and bicycles (Article 3).	PUC 99233, 99234	In compliance	Included within SBCTA's TDA Claims Manual (Chapter 7).
The RTPA has established a social services transportation advisory council. The RTPA must ensure that there is a citizen participation process that includes at least an annual public hearing.	PUC 99238, 99238.5	In compliance	Public and Specialized Transportation Advisory and Coordination Council meets on the 2 <sup>nd</sup> Tuesday of every other month at 10 am.  Unmet Transit/Mobility Needs public hearings: October 19, 2020 September 20, 2021 September 19, 2022 May 9, 2023
The RTPA has annually identified, analyzed, and recommended potential productivity improvements which could lower operating cost of those operators, which operate at least 50 percent of their vehicle service miles within the RTPA's jurisdiction. Recommendations include, but are not being limited to, those made in the performance audit. <ul style="list-style-type: none"> <li>A committee for the purpose of providing advice on productivity improvements may be formed.</li> <li>The operator has made a reasonable effort to implement improvements recommended by the RTPA as determined by the RTPA, or else the operator has not received an allocation that exceeds its prior year allocation.</li> </ul>	PUC 99244	In compliance	The TDA claim form includes documentation of productivity improvements.
The RTPA has ensured that all claimants to whom it allocated TDA funds submit to it and to the state controller an annual certified fiscal and compliance audit within 180 days after the end of the fiscal year.	PUC 99245	In compliance	As of February 2, 2024, all operators had either completed their FY 2023 TDA fiscal audits or were expected to do so prior to March 31, 2024.
The RTPA has submitted to the state controller an annual certified fiscal audit within 12 months of the end of the fiscal year.	CCR 6662	In compliance	FY 2020/21: November 16, 2021 FY 2021/22: November 16, 2022 FY 2022/23: November 27, 2023
The RTPA has submitted within 90 days after the end of the fiscal year an annual financial transactions report to the state controller.	CCR 6660	In compliance	FY 2020/21: January 25, 2022 FY 2021/22: January 31, 2023 FY 2022/23: January 17, 2024





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Compliance Element	Reference	Compliance	Comments
The RTPA has designated an independent entity to conduct a performance audit of operators and itself (for the current and previous triennia). For operators, the audit was made and calculated the required performance indicators, and the audit report was transmitted to the entity that allocates the operator's TDA money, and to the RTPA within 12 months after the end of the triennium. If an operator's audit was not transmitted by the start of the second fiscal year following the last fiscal year of the triennium, TDA funds were not allocated to that operator for that or subsequent fiscal years until the audit was transmitted.	PUC 99246, 99248	In compliance	Michael Baker International was selected to prepare the Triennial Performance Audits for FY 2018 – FY 2020. Moore & Associates, Inc. was selected to prepare the Triennial Performance Audits for FY 2021 – FY 2023.
The RTPA has submitted a copy of its performance audit to the Director of the California Department of Transportation. In addition, the RTPA has certified in writing to the Director that the performance audits of operators located in the area under its jurisdiction have been completed.	PUC 99246(c)	In compliance	Completed audits were submitted electronically to Caltrans on September 27, 2021 (a request for an extension beyond the June 30, 2021 deadline was granted).
For Article 8(c) claimants, the RTPA may adopt performance criteria, local match requirements, or fare recovery ratios. In such cases, the rules and regulations of the RTPA will apply.	PUC 99405	Not applicable	No alternative performance criteria have been established for the City of Needles.
The performance audit of the operator providing public transportation services shall include a verification of the operator's cost per passenger, operating cost per vehicle service hour, passenger per vehicle service mile, and vehicle service hours per employee, as defined in Section 99247. The performance audit shall include consideration of the needs and types of passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of section 99260.2.	PUC 99246(d)	In compliance	
The RTPA has established rules and regulations regarding revenue ratios for transportation operators providing services in urbanized and newly urbanized areas.	PUC 99270.1, 99270.2	In compliance	Included within SBCTA's TDA Claims Manual (Chapter 5).



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Compliance Element	Reference	Compliance	Comments
The RTPA has adopted criteria, rules, and regulations for the evaluation of claims filed under Article 4.5 of the TDA and the determination of the cost effectiveness of the proposed community transit services.	PUC 99275.5	Not applicable	SBCTA does not accept or award Article 4.5 claims, instead addressing requests for funding for demand-responsive services through Article 4 and Article 8.
State transit assistance funds received by the RTPA are allocated only for transportation planning and mass transportation purposes.	PUC 99310.5, 99313.3, Proposition 116	In compliance	
Transit operators must meet one of two efficiency standards in order to use their full allocation of state transit assistance funds for operating purposes. If an operator does not meet either efficiency standard, the portion of the allocation that the operator may use for operations shall be the total allocation to the operator reduced by the lowest percentage by which the operator's total operating cost per revenue vehicle hour exceeded the target amount necessary to meet the applicable efficiency standard. The remaining portion of the operator's allocation shall be used only for capital purposes.	PUC 99314.6	Not applicable	While SBCTA does include STA efficiency tests within its TDA claims process, compliance with this requirement was waived during the audit period under AB 90 and AB 149.
The amount received pursuant to the Public Utilities Code, Section 99314.3, by each RTPA for state transit assistance is allocated to the operators in the area of its jurisdiction as allocated by the State Controller's Office.	PUC 99314.3	In compliance	
<p>If TDA funds are allocated to purposes not directly related to public or specialized transportation services, or facilities for exclusive use of pedestrians and bicycles, the transit planning agency has annually:</p> <ul style="list-style-type: none"> <li>• Consulted with the Social Services Transportation Advisory Council (SSTAC) established pursuant to PUC Section 99238;</li> <li>• Identified transit needs, including: <ul style="list-style-type: none"> <li>▪ Groups that are transit-dependent or transit-disadvantaged;</li> <li>▪ Adequacy of existing transit services to meet the needs of groups identified; and</li> <li>▪ Analysis of potential alternatives to provide transportation alternatives;</li> </ul> </li> <li>• Adopted or reaffirmed definitions of "unmet transit needs" and "reasonable to meet";</li> <li>• Identified the unmet transit needs and those needs that are reasonable to meet; and</li> <li>• Adopted a finding that there are no unmet transit needs, that there are no unmet transit needs that are reasonable to meet, or that there are unmet transit needs including needs that are reasonable to meet.</li> </ul> <p>If a finding is adopted that there are unmet transit needs, these needs must have been funded before an allocation was made for streets and roads.</p>	PUC 99401.5	In compliance	<p>FY 2021 – No unmet transit needs that are reasonable to meet.</p> <p>FY 2022 – No unmet transit needs that are reasonable to meet.</p> <p>FY 2023 – No unmet transit needs process was required as VVTA transitioned to Article 4 funding and the City of Needles only used Article 8 funds for transit. SBCTA continues to hold an annual hearing through its SSTAC.</p>

## Chapter 5 | Prior Recommendations

This section reviews and evaluates the implementation of prior Triennial Performance Audit recommendations. This objective assessment provides assurance the SBCTA has made quantifiable progress toward improving both the efficiency and effectiveness of its programs.

The prior audit – completed in August 2021 by Michael Baker International for the three fiscal years ending June 30, 2020 – included [NUMBER] recommendations:

1. [Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.](#)

**Discussion:** In the prior audit, this recommendation was carried forward from the previous report as being partially implemented. As outlined in the SBCTA’s TDA manual and in the Transit System Claim Checklist, one of the mandatory items on the checklist is for the transit operator to include a productivity improvement progress report with its claim submittal. The report must include (1) proof of specific efforts initiated by the operator to improve productivity, (2) status on implementing prior audit recommendations, and (3) proof of TransTrack usage. During the prior audit period, the productivity reports submitted by the operators with their claims varied, from some items being presented to none at all. TransTrack performance data printouts were provided by some, as well as reporting on prior performance audit recommendations. However, there was not consistent reporting on the three required elements. While the SBCTA quarterly multimodal report contains updated operator status information and performance indicators, the prior auditor recommended the SBCTA continue its communication with the operators to ensure proper backup for the productivity improvement program is submitted with their TDA claims. It also noted the SBCTA’s review of the claims should include operator compliance with the checklist items.

**Progress:** All of the years in this audit were exempt from the requirements of the Productivity Improvement Program due to AB 149. The SBCTA has been working with the operators to ensure the reports are submitted during the TDA claim process.

**Status:** Implemented.

2. [Update the SBCTA TDA Claims Manual.](#)

**Discussion:** The prior audit noted the last update to the in-house TDA manual was completed in May 2016. Since that time, a number of administrative, compliance, and statutory changes had been made. For example, a new farebox standard was adopted by the SBCTA for Victor Valley Transit Authority upon the agency’s expansion of service to Barstow and subsequent change in its TDA claim. Also, internal administrative changes were made to divide department responsibilities for reviewing and processing TDA claims among the Transit, Fund Administration, Finance, and Planning Departments. As an example, the auditor noted the manual should reflect consistency in improvements to the Article 3 bicycle/pedestrian claim process.

Further, several pieces of new state legislation were passed into law directly impacting the administration of the TDA. These included content contained in Senate Bill (SB) 508 (performance measurement), Assembly Bill (AB) 1113 (clarification of TDA claimants and changes in regulatory filings), SB 1 (STA augmentation and State of Good Repair programs), and AB 90 (coronavirus pandemic transit performance measures relief). As the manual should provide updated guidance on local administrative practice of TDA, the prior auditor recommended the new provisions from these statutory measures be added.

**Progress:** The TDA claims manual was updated in June 2023. It also reflects new provisions from statutory measures including AB 90 and AB 149.

**Status:** Implemented.

### 3. Update the SBCTA TDA Claims Checklist.

**Discussion:** Subsequent to the update of the TDA manual, the prior auditor recommended the SBCTA review and update its TDA claim checklist to reflect the changes. For example, AB 1113 changed the filing timeline for the transit operator financial transactions report to the State Controller from 90 days to seven months and using audited data. While the SBCTA and the transit operators are compliant with this particular change, the standard assurances in the claim continued to show the 90-day report. The TDA manual also did not show this updated change in submittal date. Also, the timeliness of the calculation of the STA eligibility criteria should accompany the claim timelines to enable the operators to determine and budget whether any of these funds will be claimed for operations rather than capital.

**Progress:** Reference to the seven-month report was updated in the 2023 revision to the claim forms. The STA efficiency test calculations are also required to be submitted if using STA for operating (though no form is provided).

**Status:** Implemented.

## Chapter 6 | Functional Review

A functional review of the San Bernardino County Transportation Authority determines the extent and efficiency of the following functional activities:

- Administration and Management;
- Transportation Planning and Regional Coordination;
- Claimant Relationships and Oversight;
- Marketing and Transportation Alternatives; and
- Grant Applications and Management; and

### Administration and Management

*A full description of the organization and member agencies of the SBCTA is provided in Chapter 3.*

As the subregional RTPA, the SBCTA works with the transit operators to ensure their TDA claims are processed in an accurate and timely manner. Transit Department staff conduct an initial review of claims for transit-related projects, while Planning Department staff review claims for bicycle and pedestrian projects. All claims are then forwarded to the Fund Administration Department for further review and processing. Operators are generally satisfied with SBCTA's efficiency and effectiveness.

TDA allocations are tracked through a TDA workbook, which includes original allocations, revisions, reimbursed amounts, and remaining balances. Capital funds are claimed by operators, but held in reserve by the SBCTA until the operator requests reimbursement. TDA funds are maintained until they are drawn down. If funds will not be used for their intended purpose, they can be reallocated to another project for that operator. The SBCTA also utilizes a workbook of all transit funding programs, which includes revenue forecasts and projected program costs through 2040.

The annual budget process is guided by the goals and objectives found in three long-range documents:

1. Measure I 2010-2040 Ordinance and Expenditure Plan,
2. Measure I Strategic Plan, and
3. Measure I 10-Year Delivery Plan.

Each annual budget contains projections, program overviews, and task-level detail for each program. The program overviews provide descriptions, goals and objectives for the upcoming fiscal year, and performance/workload indicators.

The 10-Year Delivery Plan, originally developed in 2012, is updated biennially. Each update expands on the original plan by updating revenue projections and projects, including actions taken by the SBCTA Board. It also reviews funding needs and identifies potential grant opportunities.

Progress toward budget goals is assessed on a quarterly basis, at which time it is reported to the Board of Directors, and updated annually with the development of the new budget. Progress toward projects in the 10-Year Delivery Plan is reported biennially at the time of the update.



Each regional plan, and some individual projects, include realistic goals. The comprehensive plan update – currently the Long Range Multimodal Transportation Plan – includes an assessment of recent planning studies from the SBCTA and the SBCOG to ensure an effective alignment of program and project goals and recommendations. The SBCTA Active Transportation Plan, which is updated approximately every two years, contains goals for active transportation. Progress toward these goals is assessed at the time of the update.

The SBCTA’s staffing level is adequate to meet all responsibilities. There has been some turnover, including the Fund Administration analyst who oversees TDA. A new analyst was hired in June 2022. This transition was easy, as the individual brought TDA experience from another Southern California RTPA. Departures during this time period included retirements (of which there were five or six) and those who left for new opportunities. It has been more difficult to fill positions due to fewer applicants. At the time of the site visit, the SBCTA had four open positions, two of which were newly created positions. Functions of those positions have been covered by other staff until they can be filled.

All staff receive regular performance evaluations. Employees who are new to a position (whether new hires, promoted, or reclassified) receive evaluations at six months and 12 months after hire. All employees receive annual performance evaluations each July.

Full-time employees receive a benefits package inclusive of life, health, dental, and vision insurance; retirement contributions; and disability benefits. Employees may also receive an incentive for using alternative transportation as well as tuition reimbursement. Staff also receive appropriate training for individual positions.

Governing board meetings are held the first Wednesday of the month, beginning at 10 a.m. or immediately following a closed session. Meetings are currently being held solely in-person, though publicly noticed teleconference locations are sometimes available in Big Bear, Hesperia, and Needles (depending on the preference of the Board member in those locations). Video recordings of all Board meeting are posted to the SBCTA website. Most Board members attend most Board meetings.

#### *Impact of COVID-19 pandemic*

At the time of the site visit, the SBCTA was still operating under its COVID-19 Operating and Prevention Plan, remaining in compliance with reporting requirements in place by the Centers for Disease Control and the California Division of Occupational Safety and Health (Cal/OSHA). Throughout the pandemic, SBCTA followed recommendations and guidance from local, state, and federal agencies. As a result, SBCTA closed its offices and transitioned to working from home through July 2021, when it instituted a slow return to the office. In the office, facial coverings and social distancing were required as recommended.

SBCTA Board Meetings immediately transitioned to a virtual format, which took a lot of coordination but ultimately went very smoothly. It tried to transition back to in-person meetings in late 2021, but reverted back to virtual for another few months due to a surge in COVID cases. The SBCTA replaced staff workstations with laptops to facilitate working from home. This transition was accomplished in about three months. The SBCTA has maintained its telework policy, requiring at staff to spend least two days in the office with the balance working from home.





The greatest takeaway from the pandemic has been the need to remain flexible, especially given the frequently changing and sometime conflicting guidance from local, state, and federal authorities.

### Transportation Planning and Regional Coordination

As discussed in Chapter 3, the SBCTA is not responsible for preparing the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). San Bernardino County is included within the RTP/SCS prepared by the Southern California Association of Governments (SCAG), which serves as the Metropolitan Planning Organization for the region. The Connect SoCal Plan serves as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the six-county Southern California area.

As the Subregional Planning Agency, the SBCTA's primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. The SBCTA's San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG's. It predicts where and how much growth there will be in the jurisdictions. The base year for the 2024 update was 2019. The data for the model is updated every four years, with a significant model update about every 10 years, depending on funding. The SBCTA also uses the Federal Transit Administration's (FTA) Simplified Trips-on-Project Software (STOPS) model for transit projects. Information gathered and generated by the SBCTA is shared with member jurisdictions through meetings with Board members, City Managers, Planning Directors, and Public Works Directors.

The primary local revenue measure in San Bernardino County relative to transportation is Measure I. It is a retail transactions and use tax statutorily dedicated to transportation purposes. It cannot be used for any other governmental purposes or programs. Measure I is a half-cent sales tax first approved by voters in 1989 and extended through 2040 in 2004. Measure I revenues are returned to the sub-area of the county where they were generated. Each subarea has its own expenditure plan and policies.

SBCTA staff participate in numerous meetings involving state and federal agencies, including the Regional Transportation Planning Agency meeting, the California Transportation Commission (CTC) meetings, and California Federal Working Group meetings. Staff also attend workshops led by Caltrans, the California State Transportation Agency (CalSTA), and the CTC.

### Claimant Relationships and Oversight

The SBCTA maintains a positive and effective relationship with its claimants. It uses the TDA claims process to monitor transit operator productivity improvements (in lieu of a productivity committee).

All operators within SBCTA's jurisdiction use TransTrack for planning, reporting, and as a warehouse for transit data. SBCTA's Transit Manager has access to all of the operators' platforms and uses this data to prepare the quarterly report to the Transit Committee. The SBCTA uses this data to make recommendations to the operators as well as assess productivity improvements prior to distributing funding.

The SBCTA does not establish deadlines for operator improvements, implementation of recommendations, or other targets. This is due in part because changes must be approved by the





operators' governing boards. Of greater importance is whether the operators are actively working on implementing recommended improvements, which is consistent with the requirements of the TDA. The SBCTA maintains regular and open communications with the operators, including regarding the review of TDA claim submittals.

SBCTA offers technical and managerial assistance to operators on an as-needed basis. For example, SBCTA may contract with a consultant that can provide specialized information (such as Title VI or NTD reporting) or provide assistance using in-house staff. Often the operators have the money to pay someone, but need the services within a short timeframe. The SBCTA may also reach out to another transit agency to find appropriate assistance.

The SBCTA oversees completion of TDA fiscal audits for all of its claimants and is aware when one or more may not be completed by the December 31 deadline. If needed, the SBCTA will grant an extension of up to 90 days, which is sufficient to complete the audits. Eide Bailly was the contracted TDA fiscal auditor during this audit period. During the audit period, the City of Adelanto was the only jurisdiction that failed to submit its TDA fiscal audits. Due to an oversight, funding was disbursed to this claimant without the audit being provided. While future funding will be withheld until audits are received, this is outside the purview of this Triennial Performance Audit, as it pertains to Article 8(a) funding for streets and roads.

While the prior Triennial Performance Audits were submitted late, the SBCTA did request and was granted an extension by Caltrans. The audits were completed and submitted prior to the disbursement of TDA funds.

TDA claims are processed consistently and in a timely manner. While penalties for failing to meet farebox recovery requirements were waived during the audit period, the SBCTA will withhold funding as warranted should an operator not meet its farebox recovery requirement once the waivers have expired. However, staff expect Measure I revenues will be sufficient to ensure operators are able to meet farebox recovery ratio requirements for the foreseeable future.

#### Marketing and Transportation Alternatives

The SBCTA does not actively market public transit services; that is primarily the responsibility of the individual transit operators. However, the SBCTA does conduct extensive public communications about projects and programs to promote public engagement, mitigate the impacts of construction, and identify community-based solutions. Much of the outreach is web-based/digital, including websites, social media, blog series, and other content. Project-specific information is also provided to groups that have expressed interest in a specific project or topic. At the time of the site visit, the SBCTA was engaged in an outreach campaign targeting the area east of the Metrolink terminus in Redlands. The goal of the campaign was to raise awareness of alternatives to driving by providing information, reducing fear, and supporting first-time rider experiences.

The SBCTA also promotes alternative transportation through its IE Commuter rideshare program. This is a joint effort with the Riverside County Transportation Commission (RCTC) that encourages and supports commuters using alternative travel modes such as transit, carpooling, vanpooling, walking, biking, and telework. It also assists approximately 100 employers with employee commute reduction and compliance with air district rules. The SBCTA is the operating partner, providing funding and oversight. The SBCTA also



has its own countywide vanpool subsidy. There are currently about 80 vanpools operating in San Bernardino County.

At present, the SBCTA offers input into planning, zoning, and development projects by regional or local governments entities through monthly Transportation TAC, Planning Director TAC, and City/County Manager TAC meetings. It has also been conducting focus group meetings with local community-based organizations.

#### Grant Applications and Management

The SBCTA reviews and coordinates grant applications on an as-needed basis. For formula-type grants (such as FTA Section 5310, 5311, State of Good Repair, CMAQ, and LCTOP), SBCTA works with each operator to submit the necessary documentation. For operators who have staff who apply for discretionary funding, the SBCTA will provide support when assistance is requested.

The SBCTA also assists in prioritizing grant applications, as required by the FTA, Caltrans, and/or SCAG. Should multiple operators express interest in the same discretionary grant funding, the SBCTA may work with the operators regarding a joint application. In most cases, there have not been issues with competition among operators, especially given urbanized and non-urbanized operators do not typically complete for the same funding. Discretionary funding may come from FTA Section 5310, 5311(f) (Intercity Bus), and 5339 (Low/no emission bus) programs.

The SBCTA offers consultant assistance with application review and technical assistance for operating and capital plans for FTA Section 5310 grant applications. The SBCTA also applies for funding for regional programs, such as LCTOP funding for regional free fares and marketing.

No operators within the SBCTA's jurisdiction have been denied grant funds specifically because of errors or omissions in the grant application. The SBCTA monitors apportionments and allocations for non-discretionary funding for transit, such as LCTOP and SGR, but not for discretionary grant funding.



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## Chapter 7 | Findings and Recommendations

### Conclusions

Moore & Associates finds the San Bernardino County Transportation Authority to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

### Findings and Recommendations

The audit team has identified no compliance or functional findings.



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Attachment: TDA Audit\_SBCTA\_RTPA\_final\_report 2.2.24 (10278 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal

# Additional Information

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
S RTP	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 <sup>st</sup> 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

## TRANSIT COMMITTEE ATTENDANCE RECORD – 2024

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



## 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