

**AGENDA**  
**Board of Directors Meeting**  
**June 5, 2024**

**\*\*\*\*\*Start Time: 10:00 a.m. (CLOSED SESSION)\*\*\*\*\***  
**1170 W. 3rd Street, San Bernardino, CA 92410, 2<sup>nd</sup> Fl. (The Super Chief)**

**\*\*Convene Regular Meeting immediately following Closed Session\*\***

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

**Board of Directors**

**President**

Dawn Rowe, Supervisor  
*County of San Bernardino*

**Vice-President**

Ray Marquez, Council Member  
*City of Chino Hills*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Mayor Pro Tem  
*Town of Apple Valley*

Carmen Hernandez, Council Member  
*City of Barstow*

Rick Herrick, Council Member  
*City of Big Bear Lake*

Eunice Ulloa, Mayor  
*City of Chino*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Bill Hussey, Mayor  
*City of Grand Terrace*

Rebekah Swanson, Mayor Pro Tem  
*City of Hesperia*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

Ronald Dailey, Mayor Pro Tem  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Janet Jernigan, Mayor  
*City of Needles*

Alan Wapner, Council Member  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Paul Barich, Mayor Pro Tem  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

Helen Tran, Mayor  
*City of San Bernardino*

Joel Klink, Mayor Pro Tem  
*City of Twentynine Palms*

Rudy Zuniga, Council Member  
*City of Upland*

Debra Jones, Council Member  
*City of Victorville*

Bobby Duncan, Council Member  
*City of Yucaipa*

Rick Denison, Council Member  
*Town of Yucca Valley*

Paul Cook, Supervisor  
*County of San Bernardino*

Jesse Armendarez, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

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

Catalino Pining, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

**AGENDA**

**Board of Directors  
June 5, 2024**

**\*\*\*10:00 a.m. (CLOSED SESSION)\*\*\*  
1170 W. 3rd St., 2<sup>nd</sup> Fl. (The Super Chief)  
San Bernardino, CA**

**CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1) -- 10 cases

- a. SBCTA--*In re: Lumbermen's Mutual Casualty Company, In Liquidation*  
Office of Special Deputy Receiver, Docket No. 12 CH 24227  
Circuit Court of Cook County, Illinois
- b. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVDS 2020473
- c. SBCTA--*SBCTA v. The Lane-Security Paving Joint Venture*  
San Bernardino Superior Court Case No. CIVSB 2305070
- d. SBCTA--*John Enright v. Metrolink, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2223699
- e. SBCTA--*SBCTA v. Kuzina Development, LLC*  
San Bernardino Superior Court Case No. CIVDS 1829991
- f. SBCTA--*Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*  
Fresno Superior Court Case No. 22CECG01224
- g. SBCTA--*George Nersisian v. Paul Alvaranza, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2305744
- h. SBCTA--*David Cotton v. Omnitrans, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2316365
- i. SBCTA--*Family Fun Center, Upland, LLC v. Security Paving Company, Inc., Lane Construction Corp., SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2326404
- j. SBCTA--*Paul Patterson v. County of San Bernardino, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2322260

**2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Initiation) Pursuant to Government Code Section 54956.9(d)(4)--1 case by SBCTA

**\*\*\*Convene Regular Meeting immediately following Closed Session\*\*  
1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby Board Room, San Bernardino**

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

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

## **CALL TO ORDER**

(Meeting Chaired by Dawn Rowe)

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

Pg. 16

### **Public Comment**

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

### **Possible Conflict of Interest Issues**

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

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

Pg. 17

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

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

## **INFORMATIONAL ITEMS**

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

#### **2. Board Presidential Appointment**

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Note the presidential appointment of Mayor Bill Hussey, City of Grand Terrace, to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Policy Committee for a term expiring December 31, 2025.

**Presenter: Marleana Roman**

**This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.**

#### **3. Budget to Actual Report for Third Quarter Ending March 31, 2024**

Pg. 21

Receive and file Budget to Actual Report for the third quarter ending March 31, 2024.

**Presenter: Hilda Flores**

**This item was received by the General Policy Committee on May 8, 2024.**

4. **Measure I Revenue** Pg. 32  
 Receive report on Measure I receipts for Measure I 2010-2040.  
**Presenter: Hilda Flores**  
**This item was received by the General Policy Committee on May 8, 2024.**
5. **Transit and Rail Programs Contract Change Orders to On-Going Contracts** Pg. 34  
 Receive and file Change Order Report.  
**Presenter: Victor Lopez**  
**This item was received by the Transit Committee on May 9, 2024.**
6. **Project Delivery Contract Change Orders to On-Going Contracts** Pg. 36  
 Receive and file Change Order Report.  
**Presenter: Kristi Harris**  
**This item was received by the Board of Directors Metro Valley Study Session on May 9, 2024.**

### **CONSENT CALENDAR**

The Consent Calendar will be acted upon as a single motion. Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

#### **Consent - Administrative Matters**

7. **April 2024 Procurement Report** Pg. 42  
 Receive the April 2024 Procurement Report.  
**Presenter: Shaneka Morris**  
**This item was received by the General Policy Committee on May 8, 2024.**
8. **Revise Policy No. 10122-7 - Tuition Reimbursement** Pg. 50  
 That the Board, acting as the San Bernardino County Transportation Authority:  
 Approve revisions to Tuition Reimbursement Policy No. 10122-7 to expand the Eligible for Reimbursement category and to increase the annual amount of tuition reimbursement.  
**Presenter: Regina McConnell**  
**This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2024. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.**
9. **Workplace Violence Prevention Plan Policy No. 10104-2** Pg. 54  
 That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):  
 Approve Workplace Violence Prevention Plan Policy No. 10104-2 to bring SBCTA into full compliance with California State Senate Bill 553. **Presenter: Steven Keller**  
**This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft policy.**

## **Consent - Air Quality/Traveler Services**

### **10. Contract Amendments for Motorist Assistance Call Answering Center Services**

Pg. 60

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

A. Approve Amendment No. 3 to Contract No. 18-1001961 with AAMCOM, LLC to extend the term by one year to June 30, 2025, increase the contract price by \$112,317 for a total not-to-exceed amount of \$1,244,070 to be funded with Safe Vehicle Registration Fees Funds, and amend the Scope of Work to address and clarify the need to incorporate real-time text technology to support existing call box text telephony technology.

B. Approve the waiver of the five-year maximum contract term for Contract No. 18-1001961 as defined in Policy No. 11000 to allow AAMCOM, LLC to continue to provide Call Box Call Answering Center Services.

C. Approve Amendment No. 1 to Cooperative Agreement No. 19-1002101 with Orange County Transportation Authority and Riverside County Transportation Commission to revise the term to June 30, 2025, and increase the receivable amount by \$72,045, for a total receivable not-to-exceed amount of \$1,102,045, for the provision of Motorist Call Answering Center Services.

**Presenter: Kelly Lynn**

**This item was reviewed and recommended for approval by the General Policy Committee on May 8, 2024. SBCTA General Counsel, Procurement Manager and Enterprise Risk Manager have reviewed this item and the draft amendments.**

## **Consent - Project Delivery**

### **11. Major Projects Status Report through March 2024**

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Receive the Major Projects Status Report for the period through March 2024.

**Presenter: Kristi Harris**

**This item was received by the Board of Directors Metro Valley Study Session on May 9, 2024.**

## **Consent - Regional/Subregional Planning**

### **12. Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts**

Pg. 81

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

A. Award Contract No. 24-1003130 to MNS Engineers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

B. Award Contract No. 24-1003133 to Michael Baker International, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

C. Award Contract No. 24-1003135 to PlaceWorks for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

D. Award Contract No. 23-1003018 to Dudek for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

Agenda Item 12 (cont.)

E. Award Contract No. 24-1003136 to HNTB Corporation for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

F. Award Contract No. 24-1003131 to Mott MacDonald Group, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

G. Award Contract No. 24-1003132 to Fehr & Peers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

H. Award Contract No. 24-1003134 to Raimi & Associates, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

I. Approve a total not-to-exceed amount of \$5,000,000 over five years, funded by Measure I and Local Transportation Fund – Planning funds for Planning and the Council of Governments (COG) Fund for the Council of Governments On-Call services, and a total not-to-exceed amount of \$18,281,950 for Regional Early Action Planning (REAP) 2.0, for a combined total not-to-exceed amount of \$23,281,950 for the bench as shown in Recommendations A-H, and up to \$1,000,000 per year for the two one-year option terms, to be funded with Measure I, Local Transportation Fund - Planning, and Council of Governments funds, for a total not-to-exceed amount of \$25,281,950 including the option terms.

J. Approve an exception to Policy No. 11000, VIII. B.4.c.i., and authorize the Executive Director, or his designee, to execute specific competitive Contract Task Orders (CTO) as described in the background for Planning, COG, and REAP 2.0 programs that are in excess of \$500,000, as identified in Table 2.

**Presenter: Josh Lee**

**This item was reviewed and recommended for approval (7-1-0; Opposed: Wapner) on May 8, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contracts.**

**Consent - Transit**

**13. Cooperative Agreement No. 24-1003126 with Riverside County Transportation Commission for Rideshare and Vanpool Program Implementation** Pg. 491

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

Approve Contract No. 24-1003126 with the Riverside County Transportation Commission for the provision of rideshare, vanpool, and multi-modal programs implementation, for a two-year term effective July 1, 2024 through June 30, 2026 for a not-to-exceed amount of \$4,500,000, to be funded with Congestion Mitigation and Air Quality Program (CMAQ) funds, Local Transportation Funds, Federal Transit Administration 5307 – CMAQ funds, and Measure I Valley funds.

**Presenter: Nicole Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft contract.**

**14. Contract Task Order No. 5 to Contract No. 23-1002904 for General Support and Program Management Services** Pg. 528

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

Approve Contract Task Order No. 5 under Contract No. 23-1002904 with Mott MacDonald Group Inc., for General Support and Program Management Services to support current and future Transit and Rail projects and programs, for an amount not-to-exceed \$4,029,593, for a term through December 31, 2027, to be funded with Valley Local Transportation Funds; **and authorize the Executive Director, or his designee, to execute Contract Task Order No. 5.**

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024. Authorization for the Executive Director, or his designee, to execute the CTO was added to the recommendation after Transit Committee approval. SBCTA Procurement Manager has reviewed this item and the CTO.**

**15. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink Service** Pg. 539

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

A. Approve the Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year (FY) 2024/2025, with an SBCTA annual subsidy totaling \$52,277,517 for: Operating assistance in the amount of \$29,569,677, State of Good Repair assistance in the amount of \$21,854,640, and New Capital assistance in the amount of \$853,200.

B. Approve the allocations to support funding for Recommendation A, totaling \$52,277,517, to fund SBCTA's annual subsidy of the FY 2024/2025 Budget:

- \$29,569,677 of Valley Local Transportation Funds
- \$2,189,893 of State Transit Assistance - Operator funds
- ~~\$20,517,947~~ **\$20,206,090** of Federal Transit Administration, Section 5337 funds
- \$311,857 of Senate Bill 1 State of Good Repair – Operator funds.

**Presenter: Rebekah Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024.**

**16. SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Arrow Service** Pg. 626

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

A. Approve the Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year (FY) 2024/2025 for Arrow Service, with a total SBCTA annual subsidy in the amount of \$17 million for: Operating assistance in the amount of \$15.5 million and New Capital assistance in the amount of \$1.5 million.

B. Approve the funding allocation to support funding for Recommendation A, totaling \$17 million, to fund SBCTA's subsidy of the FY 2024/2025 Budget for Arrow Service using \$8 million of Measure I Valley Metrolink/Rail Service Program funds and \$9 million to be funded with Congestion Mitigation and Air Quality Improvement funds.

**Presenter: Rebekah Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024.**

## **Consent - Council of Governments**

- 17. Status Update on the Smart County Master Plan** Pg. 645

Receive a status update on the Smart County Master Plan.

**Presenter: Monique Reza-Arellano**

**This item was received by the General Policy Committee on May 8, 2024.**

## **Consent - Transportation Programming and Fund Administration**

- 18. 2024 Update to the 10-Year Delivery Plan - Valley Transit Programs** Pg. 654

Receive report and provide comments on the planned update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.

**Presenter: Andrea Zureick**

**This item was received by the Transit Committee on May 9, 2024.**

- 19. 2024 Update to the 10-Year Delivery Plan - Valley Highway Programs** Pg. 659

Receive report and provide comments on the planned update to the 10-Year Delivery Plan for the Valley Freeway Projects Program, Freeway Interchange Projects Program, and Valley Major Streets Program.

**Presenter: Andrea Zureick**

**This item was received by the Board of Directors Metro Valley Study Session on May 9, 2024.**

## **Consent - Legislative/Public Outreach**

- 20. State Legislative Update** Pg. 664

Receive and file the May 2024 State Legislative Update.

**Presenter: Louis Vidaure**

**This item was received by the Legislative Policy Committee on May 8, 2024.**

- 21. Federal Legislative Update** Pg. 717

Receive and file the May 2024 Federal Legislative.

**Presenter: Louis Vidaure**

**This item was received by the Legislative Policy Committee on May 8, 2024.**

## **Consent Calendar Items Pulled for Discussion**

**Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.**



## DISCUSSION ITEMS

### Discussion - Administrative Matters

- 22. Election of Officers for Fiscal Year 2024/2025** Pg. 735
- That the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Council of Governments:
- A. Receive Nominating Committee recommendations for Board President and Vice President.
  - B. Conduct elections for Board President and Vice President.
- Presenter: Dawn Rowe**
- This item has not received prior policy committee or technical advisory committee review. Recommendations are presented directly to the Board of Directors at the last regular Board meeting of the fiscal year, pursuant to SBCTA Administrative Code. SBCTA General Counsel has reviewed this item.**
- 23. Appropriations Limitation for Fiscal Year 2024/2025** Pg. 737
- That the Board, acting as the San Bernardino County Transportation Authority:
- Adopt Resolution No. 24-025 establishing an appropriations limit of \$1,675,670,948 for Fiscal Year 2024/2025.
- Presenter: Hilda Flores**
- This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its June 5, 2024, meeting, in conjunction with the adoption of the Fiscal Year 2024/2025 Budget. SBCTA General Counsel has reviewed this item and the draft resolution.**
- 24. SBCTA Proposed Fiscal Year 2024/2025 Budget** Pg. 743
- That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):
- A. Conduct the Public Hearing for the Fiscal Year 2024/2025 Proposed Budget; and
  - B. Adopt the SBCTA Fiscal Year 2024/2025 Budget; and
  - C. Approve the Fiscal Year 2024/2025 Budget Action Plan.
- The Proposed Fiscal Year 2024/2025 Annual Budget is being provided as a separate attachment.*
- Presenter: Hilda Flores**
- The proposed budget was presented for review at the Board of Directors Budget Workshop held during the Board meeting on May 1, 2024. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.**
- 25. Executive Director Employment Contract Amendment** Pg. 750
- Approve Amendment No. 10 to Employment Contract No. C12222 with Executive Director Raymond W. Wolfe.
- Presenter: Dawn Rowe**
- The increase to the Executive Director's annual compensation was reviewed and recommended by the Board of Directors in Closed Session on April 3, 2024. SBCTA General Counsel has reviewed this item and the draft amendment.**

**26. General Counsel Employment Agreement Amendment** Pg. 753

Approve Amendment No. 3 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.

**Presenter: Dawn Rowe**

**The increase to General Counsel’s annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on April 3, 2024. SBCTA General Counsel has reviewed this item and the draft amendment.**

**27. Sole Source Contract No. 24-1003122 with Granicus for Agenda Management Software** Pg. 756

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

A. Approve **Sole Source** Contract No. 24-1003122 with Granicus for Agenda and Meeting Management Software for a five-year term, in the amount of \$156,636.21, per Contracting and Procurement Policy No. 11000, Sections VI.2 and VI.4, respectively.

B. Authorize the Director of Management Services, or her designee, to execute Contract No. 24-1003122 for a five-year term beginning August 1, 2024.

**Presenter: Marleana Roman**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.**

**Discussion - Toll Operations**

**28. Sole Source Contract No. 24-1003128 Underground Service Alert of Southern California (DigAlert) Associate Member Agreement** Pg. 765

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

A. Authorize the Executive Director, or his designee, to execute **Sole Source** Contract No. 24-1003128 with Underground Service Alert of Southern California.

B. Approve exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, to extend Contract No. 24-1003128 beyond a five-year term.

C. Authorize an expenditure authority of \$16,000 for an estimated period of 15 years to be funded with Interstate 10 Express Lanes Contract 1 revenue.

**Presenter: Jillian Peterson**

**This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 9, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.**

**Discussion - Regional/Subregional Planning**

**29. California Department of Transportation Presentation: Addressing Safety Concerns on High Desert Two-Lane State Highways** Pg. 814

Receive a presentation from the California Department of Transportation District 8 regarding safety concerns and potential solutions for state highways in the high desert.

**Presenter: Steve Smith**

**This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the San Bernardino County Transportation Authority Board of Directors because of the countywide interest in safety on state highways.**

**Comments from Board Members**

Brief Comments from Board Members

**Executive Director's Comments**

Brief Comments from the Executive Director

**ADJOURNMENT**

**Additional Information**

Attendance

Pg. 828

Acronym List

Pg. 830

**Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 833

**Committee Membership**

Representatives on SCAG Committees

Pg. 836

Appointments to External Agencies

Pg. 837

Committee Membership

Pg. 839

**Mission Statement**

Mission Statement

Pg. 844

## 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*



# Important Dates to Remember...

## June 2024

**SBCTA Meetings – Cancelled:** None

**SBCTA Meetings – Scheduled:**

General Policy Committee	June 12	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	June 12	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	June 13	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	June 13	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	June 14	9:30 am	Mojave Desert AQMD

**Other Meetings/Events:**

SR 60/Central Avenue Interchange Ribbon-cutting Ceremony	June 21	10:00 am	Chino, CA
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For additional information, please call SBCTA at (909) 884-8276

Communication: Calendar of Events (Announcements)



## *Minute Action*

AGENDA ITEM: 1

**Date:** June 5, 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>
10	18-1001961-03	AAMCOM, LLC <i>Steven Diels, Member</i>	None
	19-1002101-01	Orange County Transportation Authority	None
	19-1002101-01	Riverside County Transportation Commission	None
12	24-1003130	MNS Engineers, Inc. <i>Peter Minegar, Vice President</i> <i>Miranda Patton, Secretary</i>	None
	24-1003133	Michael Baker International, Inc. <i>Christopher Alberts</i> <i>Vice President and Office Executive</i>	None
	24-1003135	PlaceWorks <i>Kara Kosel, Vice President</i>	None
	23-1003018	Dudek <i>Joseph Monaco, President and Chief Executive Officer</i>	Michael Hendrix Consulting CityPlace Planning Intersecting Metrics Eco Minded Solutions
	24-1003136	HNTB Corporation <i>Kevin A. Haboian</i> <i>Senior Vice President</i>	None

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

## Board of Directors Agenda Item

June 5, 2024

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Item No.	Contract No.	Principals & Agents	Subcontractors
12 cont.	24-1003131	Mott MacDonald Group, Inc. <i>Ernest A. Figueroa</i> <i>Senior Vice President</i>	None
	24-1003132	Fehr & Peers, Inc. <i>Steven Brown, Chairperson</i>	None
	24-1003134	Raimi & Associates, Inc. <i>Matthew Raimi</i> <i>Chief Executive Officer</i>	None
13	24-1003126	Riverside County Transportation Commission	None
14	CTO No. 5 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
15	N/A	Southern California Regional Rail Authority	None
16	N/A	Southern California Regional Rail Authority	None
25	C12222-10	Raymond W. Wolfe	None
26	19-1002111-03	Julianna K. Tillquist	None
27	24-1003122	Granicus <i>Brendan Stierman, Senior Manager</i>	None
28	24-1003128	Underground Service Alert of Southern California <i>Marlene B. Jones</i>	None

**Financial Impact:**

This item has no direct impact on the budget.

**Reviewed By:**

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

**Responsible Staff:**

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

Board of Directors Agenda Item  
June 5, 2024  
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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 2

***Date:*** June 5, 2024

***Subject:***

Board Presidential Appointment

***Recommendation:***

Note the presidential appointment of Mayor Bill Hussey, City of Grand Terrace, to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Policy Committee for a term expiring December 31, 2025.

***Background:***

This item is to apprise the Board of the presidential appointment of Mayor Bill Hussey, City of Grand Terrace, to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Policy Committee. Per Policy No. 10001, the SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$150 for up to four Policy or Task Force meetings per month paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

***Financial Impact:***

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025.

***Reviewed By:***

This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

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

## ***Minute Action***

AGENDA ITEM: 3

***Date:*** June 5, 2024

***Subject:***

Budget to Actual Report for Third Quarter Ending March 31, 2024

***Recommendation:***

Receive and file Budget to Actual Report for the third quarter ending March 31, 2024.

***Background:***

The Fiscal Year 2023/2024 Budget for new activity was adopted by the Board of Directors (Board) on June 1, 2023. Budgetary information includes the original and revised budgets and expenditures as of March 31, 2024.

The report is broken down by Fund group and provides a percentage of the budget received or expended through March 31, 2024.

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

General Fund

A. Revenues:

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

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund.
2. Operating transfers out are from cash transfers within the General Fund to fund the Indirect Cost Fund and to properly allocate costs for the Redlands Passenger Rail Project.

Federal Highway Fund

A. Revenues:

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

B. Expenditures:

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

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

Board of Directors Agenda Item

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C. Other Financing Sources:

1. Operating transfers in represent cash transfers from commercial paper proceeds issued.
2. Operating transfers out are for the repayment of commercial paper.

Federal Transit Administration Fund

A. Revenues:

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

B. Expenditures:

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

State Highway Fund

A. Revenues:

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

B. Expenditures:

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

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B Funds is when expenditures are incurred since the funds are received in advance.

B. Expenditures:

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

Local Transportation Fund (LTF)

A. Revenues:

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

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

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

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State Transit Assistance Fund (STAF)

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accrual that represent cash transfers to the General Fund to fund administrative, planning and transit activities, and transit projects. These transfers are on a reimbursement basis.

Senate Bill 1

A. Revenues:

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

B. Expenditures:

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

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.
3. Miscellaneous revenue is associated with reimbursed litigation costs for the State Route 210 project.

B. Expenditures:

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

Measure I 2010-2040 Fund

A. Revenues:

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

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B. Expenditures:

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

C. Other Financing Sources:

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

Debt Service Fund

A. Revenues:

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

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of debt service payments, including the pending refunding of the 2014 bonds that will post in the 4<sup>th</sup> quarter.

C. Other Financing Sources:

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

Capital Projects Fund

A. Revenues:

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

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Transit and Project Delivery programs are encumbered to ensure they are available to pay for the allocations approved by the Board.
3. Debt Service is associated with refunding of the 2014 bonds.

C. Other Financing Sources:

1. Proceeds from Bond Issuances are for the 2023 refunding bonds issued in December 2023.
2. Proceeds from commercial paper are for the recording of commercial paper.
3. Operating transfers in represent cash transfers within the West Valley Connector, State Route 210 Base Line Road Interchange, and Redlands Passenger Rail Projects to reflect the proper funding allocation.



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June 5, 2024

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4. Operating transfers out represent cash transfers to close out the Redlands Passenger Rail Project, State Route 210 Base Line Road Interchange, State Route 60 Archibald Avenue Interchange, and Safe Routes to Schools projects to be consistent with the funding breakdown. Also included is the transfer of commercial paper to the Federal Highway Fund for use on the North First Avenue Bridge project.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

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

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers within the Valley Signal Coordination project.
2. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and Service Authority for Freeway Emergency-Vehicle Registration Fees to be consistent with the funding breakdown.

Council of Governments Fund

A. Revenues:

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

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers within the Council of Governments for public outreach.
2. Operating transfers out represent the cash transfers to fund the Indirect Cost Fund and Capital Projects Fund to be consistent with the funding breakdown and for public outreach.

Enterprise Fund

A. Revenues:

1. Express Lanes Operations expected to commence in July 2024.

B. Expenditures:

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

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

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C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the Measure I-Freeway Fund for draws on the TIFIA loan.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the General Policy Committee on May 8, 2024.

**Responsible Staff:**

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

**Fiscal Year 2023-2024  
Third Quarter Budget to Actual Report  
March 31, 2024**

	2023-2024		2023-2024	Actual Revenues	Encumbrances	Balance	% of Budget Remaining for Expenditures
	Original Budget	Amendments	Revised Budget	& Expenditures to Date			
<b>GENERAL FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	2,570,000	-	2,570,000	1,474,434	-	1,095,566	
Charges for Services	263,000	-	263,000	539,657	-	(276,657)	
Investment Earnings	367,000	-	367,000	13,529,014	-	(13,162,014)	
Miscellaneous	-	-	-	594	-	(594)	
<b>Total Revenues</b>	<b>3,200,000</b>	<b>-</b>	<b>3,200,000</b>	<b>15,543,699</b>	<b>-</b>	<b>(12,343,699)</b>	
<b>Expenditures</b>							
General Government	13,412,249	4,672,737	18,084,986	12,607,791	534,031	4,943,164	27.33%
Regional & Subregional Planning	1,496,648	-	1,496,648	455,217	-	1,041,431	69.58%
Transit	85,815,590	(4,940,192)	80,875,398	27,825,027	276,653	52,773,718	65.25%
Project Delivery	441,697	-	441,697	219	-	441,478	99.95%
Fund Administration	692,162	-	692,162	372,584	-	319,578	46.17%
<b>Total Expenditures</b>	<b>101,858,346</b>	<b>(267,455)</b>	<b>101,590,891</b>	<b>41,260,838</b>	<b>810,684</b>	<b>59,519,369</b>	<b>58.59%</b>
<b>Other Financing Sources</b>							
Transfers in	99,002,219	-	99,002,219	25,256,938	-	73,745,281	74.49%
Transfers out	(431,940)	(5,000,000)	(5,431,940)	(4,383,453)	-	(1,048,487)	19.30%
<b>Total Other Financing Sources</b>	<b>98,570,279</b>	<b>(5,000,000)</b>	<b>93,570,279</b>	<b>20,873,485</b>	<b>-</b>	<b>72,696,794</b>	<b>77.69%</b>
Revenues Over (Under) Expenditures	(88,067)	(4,732,545)	(4,820,612)	(4,843,654)	-	833,726	
Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.							
<b>FEDERAL HIGHWAY FUND</b>							
<b>Revenues</b>							
Intergovernmental	178,943,595	1,000,000	179,943,595	50,381,087	-	129,562,508	
Investment Earnings	2,546,000	-	2,546,000	82,770	-	2,463,230	
<b>Total Revenues</b>	<b>181,489,595</b>	<b>1,000,000</b>	<b>182,489,595</b>	<b>50,463,857</b>	<b>-</b>	<b>132,025,738</b>	
<b>Expenditures</b>							
Regional & Subregional Planning	-	1,000,000	1,000,000	71,603	-	928,397	7.16%
Transit	1,686,932	-	1,686,932	438,156	-	1,248,776	74.03%
Project Delivery	179,802,663	-	179,802,663	44,499,186	-	135,303,477	75.25%
<b>Total Expenditures</b>	<b>181,489,595</b>	<b>1,000,000</b>	<b>182,489,595</b>	<b>45,008,945</b>	<b>-</b>	<b>137,480,650</b>	<b>75.34%</b>
<b>Other Financing Sources</b>							
Transfers in	-	25,000,000	25,000,000	2,500,000	-	22,500,000	90.00%
Transfers out	-	(27,219,179)	(27,219,179)	(2,532,467)	-	(24,686,712)	90.70%
<b>Total Other Financing Sources</b>	<b>-</b>	<b>(2,219,179)</b>	<b>(2,219,179)</b>	<b>(32,467)</b>	<b>-</b>	<b>(2,186,712)</b>	<b>98.54%</b>
Revenues Over (Under) Expenditures	-	(2,219,179)	(2,219,179)	5,422,445	-	(7,641,624)	
<b>FEDERAL TRANSIT ADMINISTRATION FUND</b>							
<b>Revenues</b>							
Intergovernmental	32,625,062	-	32,625,062	22,359,611	-	10,265,451	
<b>Total Revenues</b>	<b>32,625,062</b>	<b>-</b>	<b>32,625,062</b>	<b>22,359,611</b>	<b>-</b>	<b>10,265,451</b>	
<b>Expenditures</b>							
Transit	32,625,062	-	32,625,062	14,355,061	-	18,270,001	56.00%
<b>Total Expenditures</b>	<b>32,625,062</b>	<b>-</b>	<b>32,625,062</b>	<b>14,355,061</b>	<b>-</b>	<b>18,270,001</b>	<b>56.00%</b>
Revenues Over (Under) Expenditures	-	-	-	8,004,550	-	(8,004,550)	

Attachment: Budget to Actual 3rd Qtr 2024 (10639 : Budget to Actual Report - 3rd Qtr. 2023/2024)

**Fiscal Year 2023-2024**  
**Third Quarter Budget to Actual Report**  
**March 31, 2024**

	2023-2024 Original Budget		2023-2024 Revised Budget		Actual Revenues & Expenditures to Date		Encumbrances	Balance	% of Budget Remaining for Expenditures
<b>STATE HIGHWAY FUND</b>									
<b>Revenues</b>									
Intergovernmental	83,359,106	-	83,359,106	20,035,798	-	63,323,308			
Total Revenues	83,359,106	-	83,359,106	20,035,798	-	63,323,308			
<b>Expenditures</b>									
General Government	10,132	-	10,132	-	-	10,132		100.00%	
Regional & Subregional Planning	270,774	-	270,774	161,369	-	109,405		40.40%	
Transit	9,507,353	10,683,227	20,190,580	1,316,995	-	18,873,585		93.48%	
Project Delivery	72,783,753	-	72,783,753	28,710,664	-	44,073,089		60.55%	
Fund Administration	787,094	-	787,094	604,052	-	183,042		23.26%	
Total Expenditures	83,359,106	10,683,227	94,042,333	30,793,080	-	63,249,253		67.26%	
Revenues Over (Under) Expenditures	-	(10,683,227)	(10,683,227)	(10,757,282)	-	74,055			
<b>PROPOSITION 1B FUND</b>									
<b>Revenues</b>									
Intergovernmental	4,677,540	-	4,677,540	1,415,153	-	3,262,387			
Total Revenues	4,677,540	-	4,677,540	1,415,153	-	3,262,387			
<b>Expenditures</b>									
Project Delivery	4,677,540	500,000	5,177,540	2,914,762	-	2,262,778		43.70%	
Total Expenditures	4,677,540	500,000	5,177,540	2,914,762	-	2,262,778		43.70%	
Revenues Over (Under) Expenditures	-	(500,000)	(500,000)	(1,499,609)	-	999,609			
<b>LOCAL TRANSPORTATION FUND</b>									
<b>Revenues</b>									
Sales Tax-LTF	150,157,833	-	150,157,833	87,600,708	-	62,557,125			
Investment Earnings	6,000,000	-	6,000,000	10,174,747	-	(4,174,747)			
Total Revenues	156,157,833	-	156,157,833	97,775,455	-	58,382,378			
<b>Expenditures</b>									
Transit	139,640,000	-	139,640,000	52,172,902	108,885	87,358,213		62.56%	
Total Expenditures	139,640,000	-	139,640,000	52,172,902	108,885	87,358,213		62.56%	
<b>Other Financing Sources</b>									
Transfers out	(34,151,952)	-	(34,151,952)	(18,370,420)	-	(15,781,532)		46.21%	
Total Other Financing Sources	(34,151,952)	-	(34,151,952)	(18,370,420)	-	(15,781,532)		46.21%	
Revenues Over (Under) Expenditures	(17,634,119)	-	(17,634,119)	27,232,133	(108,885)	(44,757,367)			
<b>STATE TRANSIT ASSISTANCE FUND</b>									
<b>Revenues</b>									
Intergovernmental	34,688,509	-	34,688,509	26,271,505	-	8,417,004			
Investment Earnings	2,513,000	-	2,513,000	3,903,498	-	(1,390,498)			
Total Revenues	37,201,509	-	37,201,509	30,175,003	-	7,026,506			
<b>Expenditures</b>									
Transit	27,324,081	-	27,324,081	2,142,348	-	25,181,733		92.16%	
Total Expenditures	27,324,081	-	27,324,081	2,142,348	-	25,181,733		92.16%	
<b>Other Financing Sources</b>									
Transfers out	(56,892,617)	-	(56,892,617)	(865,848)	-	(56,026,769)		98.48%	
Total Other Financing Sources	(56,892,617)	-	(56,892,617)	(865,848)	-	(56,026,769)		98.48%	
Revenues Over (Under) Expenditures	(47,015,189)	-	(47,015,189)	27,166,807	-	(74,181,996)			

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

Attachment: Budget to Actual 3rd Qtr 2024 (10639 : Budget to Actual Report - 3rd Qtr. 2023/2024)

**Fiscal Year 2023-2024**  
**Third Quarter Budget to Actual Report**  
**March 31, 2024**

	2023-2024		2023-2024	Actual Revenues	Encumbrances	Balance	% of Budget Remaining for Expenditures
	Original Budget	Amendments	Revised Budget	& Expenditures to Date			
<b>SENATE BILL 1 Fund</b>							
<b>Revenues</b>							
Intergovernmental	98,341,150	-	98,341,150	14,598,150	-	83,743,000	
Total Revenues	98,341,150	-	98,341,150	14,598,150	-	83,743,000	
<b>Expenditures</b>							
Commuter and Motorist Assistance	2,576,431	-	2,576,431	1,591,484	-	984,947	61.77%
Regional & Subregional Planning Program	550,000	-	550,000	252,278	-	297,722	45.87%
Transit	47,979,494	-	47,979,494	1,983,135	-	45,996,359	95.87%
Major Project Delivery	47,235,225	-	47,235,225	13,641,193	-	33,594,032	28.88%
Total Expenditures	98,341,150	-	98,341,150	17,468,090	-	80,873,060	82.24%
Revenues Over (Under) Expenditures	-	-	-	(2,869,940)	-	2,869,940	
<b>MEASURE I 1990-2010 FUND</b>							
<b>Revenues</b>							
Investment Earnings	121,000	-	121,000	33,495	-	87,505	
Miscellaneous	-	-	-	474,555	-	(474,555)	
Total Revenues	121,000	-	121,000	508,050	-	(387,050)	
<b>Expenditures</b>							
Project Delivery	1,156,040	-	1,156,040	347,780	-	808,260	69.92%
Total Expenditures	1,156,040	-	1,156,040	347,780	-	808,260	69.92%
<b>MEASURE I 2010-2040 FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	254,430,000	-	254,430,000	145,969,000	-	108,461,000	
Investment Earnings	9,149,000	-	9,149,000	4,310,822	-	4,838,178	
Total Revenues	263,579,000	-	263,579,000	150,279,822	-	113,299,178	
<b>Expenditures</b>							
General Government	1,264,812	8,111,267	9,376,079	8,743,626	-	632,453	6.75%
Environment and Energy Conservation	270,051	-	270,051	22,317	-	247,734	91.74%
Commuter and Motorist Assistance	904,784	-	904,784	79,389	889	824,506	91.13%
Regional & Subregional Planning	1,359,037	-	1,359,037	515,745	-	843,292	62.05%
Transit	59,640,893	-	59,640,893	20,685,784	13,938	38,941,171	65.29%
Project Delivery	204,206,341	(500,000)	203,706,341	46,560,005	382,700	156,763,636	76.96%
Fund Administration	159,288,275	-	159,288,275	41,725,253	749,000	116,814,022	73.33%
Total Expenditures	426,934,193	7,611,267	434,545,460	118,332,119	1,146,527	315,066,814	72.50%
<b>Other Financing Sources</b>							
Transfers in	62,662,439	-	62,662,439	32,830,719	-	29,831,720	47.61%
Transfers out	(19,835,366)	-	(19,835,366)	(13,286,154)	-	(6,549,212)	33.02%
Total Other Financing Sources	42,827,073	-	42,827,073	19,544,565	-	23,282,508	54.36%
Revenues Over (Under) Expenditures	(120,528,120)	(7,611,267)	(128,139,387)	51,492,268	(1,146,527)	(178,485,128)	

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

Attachment: Budget to Actual 3rd Qtr 2024 (10639 : Budget to Actual Report - 3rd Qtr. 2023/2024)

**Fiscal Year 2023-2024**  
**Third Quarter Budget to Actual Report**  
**March 31, 2024**

	2023-2024 Original Budget		2023-2024 Revised Budget		Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
<b>DEBT SERVICE FUND</b>								
<b>Revenues</b>								
Investment Earnings	303,000	-	303,000	150,827	-	152,173		
Total Revenues	303,000	-	303,000	150,827	-	152,173		
<b>Expenditures</b>								
Debt Service	13,418,420	98,115,000	111,533,420	3,705,256	-	107,828,164	96.68%	
Total Expenditures	13,418,420	98,115,000	111,533,420	3,705,256	-	107,828,164	96.68%	
<b>Other Financing Sources</b>								
Operating Transfers In	13,418,420	98,115,000	111,533,420	104,302,295	-	7,231,125	6.48%	
Total Other Financing Sources	13,418,420	98,115,000	111,533,420	104,302,295	-	7,231,125	6.48%	
Revenues Over (Under) Expenditures	303,000	-	303,000	100,747,866	-	(100,444,866)		
<b>CAPITAL PROJECTS FUND</b>								
<b>Revenues</b>								
Intergovernmental	31,346,757	-	31,346,757	10,228,817	-	21,117,940		
Investment Earnings	609,000	-	609,000	259,779	-	349,221		
Miscellaneous	2,695,900	-	2,695,900	69,386	-	2,626,514		
Total Revenues	34,651,657	-	34,651,657	10,557,982	-	24,093,675		
<b>Expenditures</b>								
Environment and Energy Conservation	657,500	-	657,500	-	-	657,500	100.00%	
Commuter and Motorist Assistance	1,079,349	-	1,079,349	134,717	-	944,632	87.52%	
Regional & Subregional Planning	301,255	-	301,255	47,632	-	253,623	84.19%	
Transit	2,367,760	5,000	2,372,760	2,210,783	-	161,977	6.83%	
Project Delivery	27,353,151	27,219,179	54,572,330	13,130,117	147,375	41,294,838	75.67%	
Fund Administration	1,627,298	-	1,627,298	-	-	1,627,298	100.00%	
Debt Service	-	450,000	450,000	337,121	-	112,879	25.08%	
Total Expenditures	33,386,313	27,674,179	61,060,492	15,860,370	147,375	45,052,747	73.78%	
<b>Other Financing Sources</b>								
Proceeds from Bond Issuance	-	96,352,000	96,352,000	96,273,385	-	78,615	0.08%	
Proceeds from commercial paper	-	25,000,000	25,000,000	2,500,000	-	22,500,000	90.00%	
Operating Transfers in	-	27,219,179	27,219,179	2,542,853	-	24,676,326	90.66%	
Operating Transfers out	-	(123,140,000)	(123,140,000)	(99,388,624)	-	(23,751,376)	19.29%	
Total Other Financing Sources	-	25,431,179	25,431,179	1,927,614	-	23,503,565	92.42%	
Revenues Over (Under) Expenditures	1,265,344	(2,243,000)	(977,656)	(3,374,774)	(147,375)	2,544,493		
<b>NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND</b>								
<b>Revenues</b>								
Intergovernmental	8,112,792	-	8,112,792	1,214,237	-	6,898,555		
Charges for Services	7,500	-	7,500	-	-	7,500		
Investment Earnings	118,000	-	118,000	81,000	-	37,000		
Miscellaneous	45,720	-	45,720	-	-	45,720		
Total Revenues	8,284,012	-	8,284,012	1,295,237	-	6,988,775		
<b>Expenditures</b>								
General Government	112,600	399,366	511,966	427,651	1,000	83,315	16.27%	
Commuter and Motorist Assistance	3,315,015	-	3,315,015	1,197,343	16,376	2,101,296	63.39%	
Regional & Subregional Planning	941,565	-	941,565	121,219	-	820,346	87.13%	
Transit	2,012,700	-	2,012,700	743	-	2,011,957	99.96%	
Total Expenditures	6,381,880	399,366	6,781,246	1,746,956	17,376	5,016,914	73.98%	
<b>Other Financing Sources</b>								
Transfers in	-	-	-	13	-	(13)	0.00%	
Transfers out	(440,205)	-	(440,205)	(330,167)	-	(110,038)	25.00%	
Total Other Financing Sources	(440,205)	-	(440,205)	(330,154)	-	(110,051)	25.00%	
Revenues Over (Under) Expenditures	1,461,927	(399,366)	1,062,561	(781,873)	(17,376)	1,861,810		

Attachment: Budget to Actual 3rd Qtr 2024 (10639 : Budget to Actual Report - 3rd Qtr. 2023/2024)

**Fiscal Year 2023-2024  
Third Quarter Budget to Actual Report  
March 31, 2024**

	2023-2024 Original Budget		2023-2024 Revised Budget		Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
<b>COUNCIL OF GOVERNMENTS FUND</b>								
<b>Revenues</b>								
Intergovernmental	1,426,811	-	1,426,811	439,847	-	986,964		
Special Assessments	404,291	-	404,291	404,291	-	-		
Investment Earnings	25,000	-	25,000	10,884	-	14,116		
Miscellaneous	-	-	-	40,826	-	(40,826)		
Total Revenues	<u>1,856,102</u>	<u>-</u>	<u>1,856,102</u>	<u>895,848</u>	<u>-</u>	<u>960,254</u>		
<b>Expenditures</b>								
Council of Governments	<u>1,691,533</u>	<u>233,017</u>	<u>1,924,550</u>	<u>857,997</u>	<u>-</u>	<u>1,066,553</u>	55.42%	
Total Expenditures	<u>1,691,533</u>	<u>233,017</u>	<u>1,924,550</u>	<u>857,997</u>	<u>-</u>	<u>1,066,553</u>	55.42%	
<b>Other Financing Sources</b>								
Transfers in	-	-	-	64	-	(64)	0.00%	
Transfers out	<u>(476,216)</u>	<u>-</u>	<u>(476,216)</u>	<u>(357,406)</u>	<u>-</u>	<u>(118,810)</u>	24.95%	
Total Other Financing Sources	<u>(476,216)</u>	<u>-</u>	<u>(476,216)</u>	<u>(357,342)</u>	<u>-</u>	<u>(118,874)</u>	24.96%	
Revenues Over (Under) Expenditures	<u>(311,647)</u>	<u>(233,017)</u>	<u>(544,664)</u>	<u>(319,491)</u>	<u>-</u>	<u>(225,173)</u>		
<b>ENTERPRISE FUND</b>								
<b>Revenues</b>								
Express Lanes Fees And Charges	<u>6,914,000</u>	<u>-</u>	<u>6,914,000</u>	<u>-</u>	<u>-</u>	<u>6,914,000</u>		
Total Revenues	<u>6,914,000</u>	<u>-</u>	<u>6,914,000</u>	<u>-</u>	<u>-</u>	<u>6,914,000</u>		
<b>Expenditures</b>								
Express Lanes Operation	<u>7,633,045</u>	<u>300,000</u>	<u>7,933,045</u>	<u>2,459,436</u>	<u>-</u>	<u>5,473,609</u>	69.00%	
Total Expenditures	<u>7,633,045</u>	<u>300,000</u>	<u>7,933,045</u>	<u>2,459,436</u>	<u>-</u>	<u>5,473,609</u>	69.00%	
<b>Other Financing Sources</b>								
Operating Transfers out	<u>(62,854,782)</u>	<u>300,000</u>	<u>(62,554,782)</u>	<u>(27,918,343)</u>	<u>-</u>	<u>(34,636,439)</u>	55.37%	
Total Other Financing Sources	<u>(62,854,782)</u>	<u>300,000</u>	<u>(62,554,782)</u>	<u>(27,918,343)</u>	<u>-</u>	<u>(34,636,439)</u>	55.37%	
Revenues Over (Under) Expenditures	<u>(63,573,827)</u>	<u>-</u>	<u>(63,573,827)</u>	<u>(30,377,779)</u>	<u>-</u>	<u>(33,196,048)</u>		

Attachment: Budget to Actual 3rd Qtr 2024 (10639 : Budget to Actual Report - 3rd Qtr. 2023/2024)

***Minute Action***

AGENDA ITEM: 4

***Date:*** June 5, 2024

***Subject:***  
Measure I Revenue

***Recommendation:***  
Receive report on Measure I receipts for Measure I 2010-2040.

***Background:***  
Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of March 31, 2024, were \$2,447,313,734.

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

Measure I revenue for the 2023/2024 Fiscal Year Budget was estimated to be \$257,000,000. Actual Measure I receipts for Fiscal Year 2023/2024 January through March are \$65,142,607, in comparison to \$66,140,449 received during the quarter ending March 2022/2023, with a decrease of 1.51% due to decrease in consumer spending in the County.

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

***Reviewed By:***  
This item was received by the General Policy Committee on May 8, 2024.

***Responsible Staff:***  
Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

*Entity: San Bernardino County Transportation Authority*



## Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
<b>Receipts Prior to FY 2010/11</b>						<b>\$7,158,800</b>
<b>Fiscal Year 2010/11</b>	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	<b>\$122,761,879</b>
<b>Fiscal Year 2011/12</b>	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	<b>\$253,570,624</b>
<b>Fiscal Year 2012/13</b>	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	<b>\$391,572,794</b>
<b>Fiscal Year 2013/14</b>	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	<b>\$535,038,944</b>
<b>Fiscal Year 2014/15</b>	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	<b>\$685,657,380</b>
<b>Fiscal Year 2015/16</b>	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	<b>\$845,145,110</b>
<b>Fiscal Year 2016/17</b>	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	<b>\$1,008,277,649</b>
<b>Fiscal Year 2017/18</b>	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	<b>\$1,176,858,666</b>
<b>Fiscal Year 2018/19</b>	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	<b>\$1,357,345,167</b>
<b>Fiscal Year 2019/20</b>	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	<b>\$1,535,799,994</b>
<b>Fiscal Year 2020/21</b>	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	<b>\$1,744,874,794</b>
<b>Fiscal Year 2021/22</b>	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	<b>\$1,997,667,772</b>
<b>Fiscal Year 2022/23</b>	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	<b>\$2,255,555,056</b>
<b>Fiscal Year 2023/24</b>	64,368,274	62,247,797	65,142,607	0	191,758,678	<b>\$2,447,313,734</b>
% Increase Over 22/23	-0.26%	-6.07%	-1.51%			

### ***Minute Action***

AGENDA ITEM: 5

***Date:*** June 5, 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 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, Inc. for Zero Emission Multiple Unit Rail Vehicle Procurement had one CCO executed since the last report:

- 1) CCO 04: Testing Location changed to Transportation Technology Center (\$2,543,227.12)

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Transit Committee on May 9, 2024.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

<b>Transit and Rail Programs Contracts Executed Change Orders</b>		
Number	Description	Amount
West Valley Connector Mainline Construction Griffith Company (23-1002891)		
	CCO Total	\$0.00
	Approved Contingency	\$11,995,991.00
	Remaining Contingency	\$11,995,991.00
ZEMU - Arrow Maintenance Facility (AMF) Proterra Builders, Inc. (23-1002961)		
Number	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$56,280.21
	Remaining Contingency	\$56,280.21
ZEMU - Arrow Maintenance Facility (AMF) Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$962,657.10
	Remaining Contingency	\$962,657.10
ZEMU- Vehicle Procurement Stadler (20-1002310)		
Number	Description	Amount
4	Testing Location Changed to TTC	\$2,543,227.12
	CCO Total	\$2,592,169.12
	Approved Contingency	\$3,487,482.12
	Remaining Contingency	\$895,313.00

Attachment: Contract Change Order 10171 April 2024 (10625 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

## *Minute Action*

AGENDA ITEM: 6

**Date:** June 5, 2024

**Subject:**

Project Delivery Contract Change Orders to On-Going Contracts

**Recommendation:**

Receive and file Change Order Report.

**Background:**

San Bernardino County Transportation Authority Department of Project Delivery has 12 on-going construction contracts, of which seven have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on April 11, 2024. The CCOs are listed below:

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

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

- 1) CCO 1.1: De-obligation of funds from traffic control. (-\$90,568.42)
- 2) CCO 2.1: Additional funds maintain traffic at Base Line interchange. (\$10,759.79)
- 3) CCO 3.2: Additional funds maintain traffic pavement rehabilitation. (\$15,349.79)
- 4) CCO 8.3: De-obligation of funds from pothole repair. (-\$49,500.13)
- 5) CCO 9.1: De-obligation of funds from bird exclusion. (-\$2,554.13)
- 6) CCO 12.1: De-obligation of funds from temporary K-rail shift. (-\$15,000)
- 7) CCO 16.4: De-obligation of funds from buried manmade objects. (-\$35,775.19)
- 8) CCO 20.1: De-obligation of funds from approach slab drainage. (-\$11,044.23)
- 9) CCO 21.1: De-obligation of funds from deck drain grates. (-\$3,326.22)
- 10) CCO 24.4: De-obligation of funds from maintenance of electrical. (-\$11,279.73)
- 11) CCO 30.1: De-obligation of funds from Just-In-Time-Training. (-\$3,000)
- 12) CCO 31.2: De-obligation of funds from extending irrigation crossovers. (-\$35,474.12)
- 13) CCO 41.1: De-obligation of funds from modifying drainage inlets. (-\$9,363.29)
- 14) CCO 52.1: De-obligation of funds from grinding existing pavement at concrete joint. (-\$19,168.44)

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

June 5, 2024

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15) CCO 62.1: De-obligation of funds from repairing existing metal beam guardrail. (-\$11,710.04)

16) CCO 64.2: De-obligation of funds from rock and debris removal for irrigation trenching. (-\$1,202.63)

17) CCO 68.1: De-obligation of funds from barrier removal and replacement. (-\$10,744.38)

18) CCO 74.1: De-obligation of funds from isolation joint installation. (-\$14,682.93)

19) CCO 76.2: Bid item quantity adjustments. (-\$2,481,671.86)

20) CCO 82.1: De-obligation of funds from replacement of pavement at Lugonia bridge. (-\$10,000)

21) CCO 93.1: De-obligation of funds from abandonment of retaining wall 874. (-\$33,387.07)

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

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

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

1) CCO 131: Concrete repairs at Turner Channel. (\$55,410)

2) CCO 132: Addition of two 55-hour lane closures. (\$0)

F. Contract 23-1002869 with SEMA Construction, Inc., for I-10 Eastbound Truck Climbing Lane:

1) CCO 2: Grind existing concrete pavement. (\$102,530.75)

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

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

I. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Interchange Improvements Project:

1) CCO 8.1: Resolution of payment adjustment for city controllers. (\$0)

2) CCO 28.1: Resolution of fiber roll bid item quantity. (\$0)

3) CCO 40.1: Quantity overruns and underruns. (\$7,818.50)

San Bernardino County Transportation Authority

J. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for the I-10 Alabama Street Interchange Improvements Project:

- 1) CCO 17: Extension for plant establishment. (\$12,463.92)

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

- 1) CCO 19.1: Differing site condition at sound wall 732. (\$55,586.13)
- 2) CCO 21.1: Differing site condition at sound wall 690. (\$280,398.60)
- 3) CCO 34: Cable railing at drainage system. (\$2,624)

L. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1<sup>st</sup> Avenue Bridge Over BNSF Project:

- 1) CCO 18: Grind and groove bridge deck. (\$110,808.35)

**Financial Impact:**

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 SR 210 Lane Addition, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0899 I-10 University, Sub-Task No. 0854 I-10 Eastbound Truck Climbing Lane, Sub-Task No. 0897 I-10 Cedar Avenue, Sub-Task No. 0895 I-10 Alabama Street, and Sub-Task No. 0813 North 1st Avenue Bridge over BNSF.

**Reviewed By:**

This item was received by the Board of Directors Metro Valley Study Session on May 9, 2024.

**Responsible Staff:**

Kristi Harris, Director of Project Delivery

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
Archibald Avenue Improvement Project at SR 60 (19-1002181)		
	CCO Total	\$1,723,232.91
	Approved Contingency	\$2,122,333.00
	Remaining Contingency	\$399,100.09
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
1.1	De-obligation of funds from traffic control.	(\$90,568.42)
2.1	Additional funds maintain traffic at Base Line interchange.	\$10,759.79
3.2	Additional funds maintain traffic pavement rehabilitation.	\$15,349.79
8.3	De-obligation of funds from pothole repair.	(\$49,500.13)
9.1	De-obligation of funds from bird exclusion.	(\$2,554.13)
12.1	De-obligation of funds from temporary K-rail shift.	(\$15,000.00)
16.4	De-obligation of funds from buried manmade objects.	(\$35,775.19)
20.1	De-obligation of funds from approach slab drainage.	(\$11,044.23)
21.1	De-obligation of funds from deck drain grates.	(\$3,326.22)
24.4	De-obligation of funds from maintenance of electrical.	(\$11,279.73)
30.1	De-obligation of funds from Just-In-Time-Training.	(\$3,000.00)
31.2	De-obligation of funds from extending irrigation crossovers.	(\$35,474.12)
41.1	De-obligation of funds from modifying drainage inlets.	(\$9,363.29)
52.1	De-obligation of funds from grinding existing pavement at concrete joint.	(\$19,168.44)
62.1	De-obligation of funds from repairing existing metal beam guardrail.	(\$11,710.04)
64.2	De-obligation remaining funds for rock and debris removal for irrigation trenching.	(\$1,202.63)
68.1	De-obligation of funds from barrier removal and replacement.	(\$10,744.38)
74.1	De-obligation of funds from isolation joint installation.	(\$14,682.93)
76.2	Bid item quantity adjustments.	(\$2,481,671.86)
82.1	De-obligation of funds from replacement of pavement at Lugonia bridge.	(\$10,000.00)
93.1	De-obligation of funds from abandonment of retaining wall 874.	(\$33,387.07)
	CCO Total	\$24,631,955.79
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$10,295,834.28
SR 60 Central Avenue Interchange (19-1002196)		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
	CCO Total	\$1,407,424.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,504,614.09

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$70,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,381,300.00
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
131	Concrete repairs at Turner Channel.	\$55,410.00
132	Addition of two 55-hour lane closures.	\$0.00
	CCO Total	\$24,969,770.39
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$26,399,229.61
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
2	Grind existing concrete pavement.	\$102,530.75
	CCO Total	\$248,574.07
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$3,482,678.93
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
	CCO Total	\$5,191,396.71
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$12,038,603.29
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
8.1	Resolution of payment adjustment for city controllers.	\$0.00
28.1	Resolution of fiber roll bid item quantity.	\$0.00
40.1	Quantity overruns and underruns.	\$7,818.50
	CCO Total	\$1,211,825.51
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$288,764.49

Attachment: MVSS CCO Log Project Delivery Projects (10622 : Project Delivery Contract Change Orders to On-Going Contracts)



<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
17	Extension for plant establishment.	\$12,463.92
	CCO Total	\$975,965.54
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$362,920.79
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
19.1	Differing site condition at sound wall 732.	\$55,586.13
21.1	Differing site condition at sound wall 690.	\$280,398.60
34	Cable railing at drainage system.	\$2,624.00
	CCO Total	\$1,529,527.76
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$6,568,872.24
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
18	Grind and groove bridge deck.	\$110,808.35
	CCO Total	\$1,004,596.71
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,557,325.29

## ***Minute Action***

AGENDA ITEM: 7

***Date:*** June 5, 2024

***Subject:***

April 2024 Procurement Report

***Recommendation:***

Receive the April 2024 Procurement Report.

***Background:***

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2023. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors.

Lastly, the Board of Directors authorized CityCom Real Estate Services, Inc. (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- One new contract was executed.
- One contract amendment was executed.
- Two CTO's were executed.
- 14 CTO amendments were executed.
- One contingency amendment was executed.
- Ten purchase orders were executed.
- No purchase order amendments were executed.
- One RFP was released.

Below is a summary of the actions taken by CityCom:

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

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

Board of Directors Agenda Item

June 5, 2024

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A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of April 2024 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom’s contracts and purchase orders are presented in Attachment C.

**Financial Impact:**

This item is consistent with the adopted Budget for Fiscal Year 2023/2024 and proposed Budget for Fiscal Year 2024/2025. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

**Reviewed By:**

This item was received by the General Policy Committee on May 8, 2024.

**Responsible Staff:**

Shaneka Morris, Procurement Manager

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

## Attachment A - 1 April 2024 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
New Agreement	24-1003145		Woodruff & Smart, APC	Legal services relating to the collection of funds advanced for utility relocations related to Transit and Rail Projects	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	20-1002322	2	PFM Financial Advisors, LLC.	To exercise the second of two option years for Financial Advisory Services extending the contract by one year through June 30, 2025	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	N/A
CTO	23-1002995	CTO No. 13	Costin Public Outreach Group	Public outreach support for construction activities associated with SR 60 Central Interchange	\$ 49,000.00	\$ -	\$ -	\$ 49,000.00	\$5,000,000.00 (available \$2,625,420.00)
CTO	23-1002995	CTO No. 23	Costin Public Outreach Group	Public outreach support for the Tunnel to ONT Project	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	\$5,000,000.00 (available \$2,560,420.00)
CTO Amendment	18-1001823	CTO No. 11.5	Bender Rosenthal, Inc.	I-215 University Parkway ROW Services Time Extension	\$ 117,834.74	\$ 167,651.00	\$ -	\$ 285,485.74	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 3.3	Epic Land Solutions, Inc.	Remedial Services for Demetri Property I-215 Barton Road Time Extension	\$ 55,111.89	\$ 29,850.00	\$ -	\$ 84,961.89	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 6.2	Epic Land Solutions, Inc.	SR 60 Central Avenue Utility Ground Penetrating Radar Potholing and Coordination Time Extension	\$ 79,253.25	\$ -	\$ -	\$ 79,253.25	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 7.3	Epic Land Solutions, Inc.	SR 60 Archibald Avenue ROW Services Time Extension	\$ 76,690.00	\$ 35,612.00	\$ -	\$ 112,302.00	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 12.2	Epic Land Solutions, Inc.	I-215 Barton Road Surplus Parcels Time Extension	\$ 133,702.00	\$ -	\$ -	\$ 133,702.00	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 13.2	Epic Land Solutions, Inc.	ROW Services for I-10 Mount Vernon Avenue Time Extension	\$ 219,293.31	\$ -	\$ -	\$ 219,293.31	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 16.1	Epic Land Solutions, Inc.	I-215 Bi-County ROW Services for Excess Land Time Extension	\$ 25,057.78	\$ -	\$ -	\$ 25,057.78	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 17.1	Epic Land Solutions, Inc.	ROW Services for Mount Vernon Viaduct Time Extension and for continued Utility Coordination	\$ 50,000.00	\$ -	\$ 37,613.00	\$ 87,613.00	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001909	CTO No. 2.3	Overland, Pacific and Cutler	I-10 Cedar Avenue Potholing and Utility Relocation Time Extension	\$ 736,805.80	\$ 67,200.00	\$ -	\$ 804,005.80	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001909	CTO No. 15.1	Overland, Pacific and Cutler	I-10 Contract 2 ROW Services Time Extension and Additional Costs	\$ 909,829.30	\$ -	\$ 4,676.34	\$ 914,505.64	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	22-1002769	CTO No. 7.1	Cumming Management Group, Inc.	Labor Compliance Services and CUF Verification Services for I-10 East Bound Truck Climbing Lane	\$ 70,000.00	\$ -	\$ 125,890.00	\$ 195,890.00	\$500,000.00 (available \$32,110.00)
CTO Amendment	19-1002187	CTO No. 15.1	Cambridge Systems	To decrease On-Call Transportation Modeling Services anticipated through closeout	\$ 99,766.00	\$ -	\$ (30,000.00)	\$ 69,766.00	\$6,460,390.00 (available \$10,372.03)

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

Attachment: April 2024 Procurement Report - PDF (10634 : April 2024 Procurement Report)

**Attachment A - 1**  
**April 2024 Contract/Amendment/CTO Actions**

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
CTO Amendment	19-1002103	CTO No. 18.1	Alta Planning + Design	To decrease SBCTA/SBCOG Active Transportation On-Call Services anticipated through closeout	\$ 92,540.45	\$ -	\$ (60,000.00)	\$ 32,540.45	\$6,460,390.00 (available \$10,372.03)
CTO Amendment	19-1002186	CTO No. 22.1	Fehr & Peers	To increase SBCTA/SBCOG feasibility of active transportation priority projects services anticipated through closeout	\$ 99,393.00	\$ -	\$ 90,000.00	\$ 189,393.00	\$6,460,390.00 (available \$10,372.03)

Attachment: April 2024 Procurement Report - PDF (10634 : April 2024 Procurement Report)

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

**Attachment A - 2**  
**April 2024 Contingency Released Actions**

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
22-1002722 No. 0B	An additional 72 potholes are required due to the additional underground utilities that were discovered during the design phase for I-10 Corridor Freight and Express Lanes Project Contract 2 PS&E	Associated Civil & Transportation Consulting Engineer, Inc. dba Advanced Civil Technologies	\$ 57,791,176.04	\$ -	\$ 229,234.00	\$ 104,172.40	\$ 58,124,582.44

## Attachment A - 3

## April 2024 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002455	4/4/24	Rancho Cucamonga Quakes	ONT Connect Marketing	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
New PO	4002456	4/4/24	Myers & Sons Hi-Way Safety, Inc.	Four Arrow Board Trailers Purchase	\$ 21,329.00	\$ -	\$ -	\$ 21,329.00
New PO	4002457	4/4/24	Dispensing Technology, Corporation	Bituminous Machine Purchase	\$ 57,697.97	\$ -	\$ -	\$ 57,697.97
New PO	4002458	4/4/24	Inland Empire 66ers Baseball Club San Bernardino	2024 SBCTA Employee Appreciation Picnic	\$ 3,200.00	\$ -	\$ -	\$ 3,200.00
New PO	4002459	4/8/24	Faust Media Services, LLC.	120,000 Count FSP Customer Survey Card	\$ 8,819.34	\$ -	\$ -	\$ 8,819.34
New PO	4002460	4/17/24	Beauchamp, Paula	Expert Advisor Services for Director of Project Delivery	\$ 9,750.00	\$ -	\$ -	\$ 9,750.00
New PO	4002462	4/17/24	CDW Government LLC	Annual Duo Security Renewal	\$ 4,043.25	\$ -	\$ -	\$ 4,043.25
New PO	4002464	4/26/24	Intelli-Tech	GIS Workstation	\$ 8,122.54	\$ -	\$ -	\$ 8,122.54
New PO	4002465	4/26/24	Intelli-Tech	Transcad Workstation	\$ 8,122.54	\$ -	\$ -	\$ 8,122.54
New PO	4002466	4/26/24	All the Best Tunes DJ Services	DJ Service for 2024 Holiday Party	\$ 995.00	\$ -	\$ -	\$ 995.00

**Attachment B**  
**April 2024 RFP's, RFQ's and IFB's**

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
04/10/2024	RFP24-1003086	\$ 5,500,000.00	07/03/2024	TDA Claimants and Financial and Compliance Auditing Services for Transit Operators for Measure I Local Pass-through



**Attachment C**  
**April 2024 CityCom's Issued Purchase Orders/Contracts**

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA49843	Weatherite Corp.	HP-209 Compressor Replacement	\$6,584.00

## *Minute Action*

AGENDA ITEM: 8

**Date:** June 5, 2024

**Subject:**

Revise Policy No. 10122-7 - Tuition Reimbursement

**Recommendation:**

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

Approve revisions to Tuition Reimbursement Policy No. 10122-7 to expand the Eligible for Reimbursement category and to increase the annual amount of tuition reimbursement.

**Background:**

Tuition Reimbursement Policy No. 10122-7 was originally adopted by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in June 1997 to establish SBCTA's tuition reimbursement plan consisting of reimbursing eligible employees for the cost of tuition, up to \$1,000.00.

Proposed revisions to Policy No. 10122-7 include: a revision to Section I.3., regarding eligibility for reimbursement to allow a course with no letter grade but rather a pass/fail rating, to be eligible for tuition reimbursement if the student/staff member receives a Pass rating; a revision to Section I.4., to increase the tuition reimbursement amount from \$1,000 per fiscal year to \$2,500 per fiscal year; and a revision to Section I.6., to increase the payback period if an employee leaves SBCTA voluntarily within 24 months instead of 12 months of receiving the most recent award of tuition assistance.

Staff is recommending these policy updates as additional means to keep SBCTA's tuition reimbursement policy competitive and as a tool to attract and retain qualified employees for SBCTA service.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year (FY) 2023/2024 or the proposed Budget for FY 2024/2025 as the increased reimbursement amount is sufficiently funded under the fringe benefit allocation budget.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2024. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.

**Responsible Staff:**

Regina McConnell, Management Analyst I

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

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

San Bernardino County Transportation Authority	<b>Policy</b>	<b>10122-7</b>
Adopted by the Board of Directors	June 4, 1997	Revised <u>01/04/17</u> <u>06/05/24</u>
<b>Tuition Reimbursement</b>		Revision No. <u>42</u>

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

<b>Table of Contents</b>   Policy   Forms   Revision History
-----------------------------------------------------------------

**I. POLICY**

1. All permanent employees who have completed at least 2080 hours of consecutive service shall be eligible for tuition reimbursement pursuant to this policy.
2. The tuition reimbursement allocation will be determined in the adoption of the annual budget.
3. For reimbursement, the employee must be enrolled in an accredited college, technical school, or university, and all courses must be completed with a "C" grade or better, or Pass if the course is Pass/Fail. Employees shall obtain written approval of the Executive Director prior to their enrollment in order to receive tuition reimbursement upon successful completion of ~~a~~ the course(s). Courses must improve knowledge and skills directly related to the applicant's current position at SBCTA, or must relate to a field compatible with the type of work performed at SBCTA as determined by the Executive Director.
4. An employee may be reimbursed up to ~~\$1,000~~ \$2,500 to cover tuition expenses incurred in any fiscal year. If total employee tuition reimbursement requests exceed available funding in a given fiscal year, reimbursement will be made on a pro rata basis, measuring total reimbursement requests against total funding available.
5. Books, supplies, mileage, lab fees and other costs are not eligible for reimbursement.
6. Tuition reimbursement payments ~~Awards~~ are made at the end of the fiscal year and are strictly on a reimbursement basis after the employee submits to SBCTA satisfactory proof of successful completion of and the course(s) and the amount of tuition paid. In the case of voluntary separation of employment, any ~~by the~~ employee shall repay to SBCTA any tuition reimbursement paid by SBCTA to the employee within 24 months of the effective date of voluntary separation at a pro-rated amount based on the number of months remaining between the effective date of the voluntary separation and the number of full months remaining in the 24-month period since the date(s) of SBCTA's reimbursement payment ~~within 1224 months of the most recent award of tuition assistance, the employee shall repay a pro-rated amount to SBCTA.~~

**II. FORMS**

- Form 9, Tuition Reimbursement Application
- Form 10, Tuition Reimbursement Approval

**III. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Adopted.	06/04/97

1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	<u>Par. I.3: Revised "C" grade or better...to "C" grade or better, or Pass if the course is Pass/Fail.</u> <u>Par. I.4: Revised "reimbursed up to" amount from \$1,000 to \$2,500.</u> <u>Par. I.6: Revised "separation by the employee within" from 12 months to 24 months.</u>	Pending <u>06/05/24</u>

San Bernardino County Transportation Authority	<b>Policy</b>	<b>10122-7</b>
Adopted by the Board of Directors	June 4, 1997	Revised
		06/05/24
<b>Tuition Reimbursement</b>	Revision No.	2

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4. An employee may be reimbursed up to \$2,500 to cover tuition expenses incurred in any fiscal year. If total employee tuition reimbursement requests exceed available funding in a given fiscal year, reimbursement will be made on a pro rata basis, measuring total reimbursement requests against total funding available.
5. Books, supplies, mileage, lab fees and other costs are not eligible for reimbursement.
6. Tuition reimbursement payments are made at the end of the fiscal year and are strictly on a reimbursement basis after the employee submits to SBCTA satisfactory proof of successful completion of the course(s) and the amount of tuition paid. In the case of voluntary separation of employment, an employee shall repay to SBCTA any tuition reimbursement paid by SBCTA to the employee within 24 months of the effective date of voluntary separation at a pro-rated amount based on the number of months remaining between the effective date of the voluntary separation and the number of full months remaining in the 24-month period since the date(s) of SBCTA's reimbursement payment.

## II. FORMS

Form 9, Tuition Reimbursement Application

Form 10, Tuition Reimbursement Approval

## III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	06/04/97
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	Par.1.3: Revised "C" grade or better...to "C" grade or better, or Pass if the course is Pass/Fail. Par. I.4: Revised "reimbursed up to" amount from \$1,000 to \$2,500. Par. I.6: Revised "separation by the employee within" from 12 months to 24 months.	06/05/24

## *Minute Action*

AGENDA ITEM: 9

***Date:*** June 5, 2024

***Subject:***

Workplace Violence Prevention Plan Policy No. 10104-2

***Recommendation:***

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

Approve Workplace Violence Prevention Plan Policy No. 10104-2 to bring SBCTA into full compliance with California State Senate Bill 553.

***Background:***

On September 20, 2023, Governor Gavin Newsom signed into law Senate Bill (SB) 553 which requires California employers to establish, implement, and maintain an effective Workplace Violence Prevention Plan (WVPP) in all work areas. SB 553 requires most employers to expand their injury prevention program by developing and implementing a written workplace violence prevention plan. Employers are also required to provide training to all employees on workplace violence; maintain various records, including records of hazard identification, evaluation and correction, training, and investigations. The WVPP, a component of the Illness and Injury Prevention Program, is intended to establish a framework for protecting employees from workplace violence. SB 553 went into effect on January 1, 2024, and required that most employers have their WVPP in place by July 1, 2024.

SB 553 requires that all employees have a voice in the development of an effective WVPP. The Enterprise Risk Manager created a subcommittee under the existing SBCTA safety committee structure. To ensure compliance, an electronic survey was utilized seeking input from all employees. Employees were also given an opportunity to join in the development of the plan via the subcommittee. The committee met four times between January and April and developed the attached WVPP, which is in full compliance with the current understanding of SB 553. Staff is recommending that the Board approve Policy No. 10104-2 Workplace Violence Prevention Plan.

***Financial Impact:***

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025. The existing safety committee structure was used to develop the policy, and the existing Enterprise Risk Manager will oversee implementation of the policy.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft policy.

***Responsible Staff:***

Steven Keller, Enterprise Risk Manager

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
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Approved  
Board of Directors  
Date: June 5, 2024  
Witnessed By:

San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	<b>Policy</b>	<b>10104-2</b>
Adopted by the Board of Directors	June 5, 2024	Revised
<b>Workplace Violence Prevention Plan (WVPP)</b>		Revision No. 0

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

<b>Table of Contents</b>
Purpose   Policy   References   Responsibility   Employee Involvement   Implementation & Coordination   Workplace Violence Reporting and Assessment   Employee Compliance with the WVPP   Employee Communication   Employee Training   Recordkeeping   Revision History

**I. PURPOSE**

California Senate Bill 553 requires California employers to establish, implement, and maintain at all times in all work areas an effective Workplace Violence Protection Plan (WVPP).

The WVPP, a component of the Injury and Illness Prevention Program, is intended to establish a framework for protecting employees from workplace violence. This plan includes the following components:

- Names and job titles of all persons responsible for implementing the WVPP with their roles clearly defined.
- Effective procedures to obtain the active involvement of employees in developing and implementing the WVPP.
- Methods that will be used to coordinate implementation of the WVPP with other employers, when applicable, to ensure that those employers and employees understand their respective roles, as provided in the WVPP.
- Effective procedures for SBCTA to accept and respond to reports of workplace violence, and to prohibit retaliation against an employee who makes such a report.
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
- Effective procedures to communicate with employees regarding workplace violence matters, including, but not limited to, both of the following:
  - How an employee can report a violent incident, threat, or other workplace violence concern to the employer or law enforcement without fear of reprisal.
  - How employee concerns will be investigated.
- Effective procedures to respond to actual or potential workplace violence emergencies, including, but not limited to, all of the following:
  - Effective means to alert employees of the presence, location, and nature of workplace violence emergencies.
  - Evacuation or sheltering plans that are appropriate and feasible for the worksite.
  - How to obtain help from staff assigned to respond to workplace violence emergencies, if any, security personnel, if any, and law enforcement.
- Procedures to develop and provide employee training.
- Procedures to identify and evaluate workplace violence hazards, including, but not limited to, scheduled periodic inspections to identify unsafe conditions, work practices, employee reports, and concerns. Inspections shall be conducted:
  - When the WVPP is first established
  - After each workplace violence incident
  - Whenever the employer is made aware of a new or previously unrecognized hazard



- Procedures to correct workplace violence hazards identified above, in a timely manner consistent with the IIPP, including:
  - Procedures for post incident response and investigation.
- Procedures to review the effectiveness of the WVPP including:
  - Procedures to obtain the active involvement of employees and authorized employee-representatives in reviewing the WVPP.
- Maintain a written log recording incidents of workplace violence.

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## II. POLICY

SBCTA will maintain a WVPP conforming to SB 553 and the best practices appropriate to its needs, size, and functions. To be successful, such a program must embody proper attitudes toward workplace violence identification and prevention on the part of supervisors and all employees. It also requires cooperation in all matters, not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a WVPP in the best interest of all be established and preserved.

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## III. REFERENCES

Senate Bill 553, codified at California Code of Civil Procedure, section 527.8, and California Labor Code Sections 6401.7 and 6401.9, relating to occupational safety.

Policy 10104 Illness & Injury Prevention Program (IIPP)

Procedure 10104-2 - Workplace Violence Prevention Plan Procedure

Procedure 10104 Emergency Action Plan

Policy 10101 Discrimination, Harassment and Retaliation

Policy 10117 Disciplinary Action

Form 109 - Workplace Violence Reporting Form

Form 110 –Training Record Log

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## IV. RESPONSIBILITY

The WVPP administrator, the Enterprise Risk Manager, has the authority and the responsibility for implementing and maintaining this WVPP for SBCTA. Managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employees' questions about the WVPP. This policy is available on the SBCTA Intranet, where it can be downloaded, printed or emailed by all employees. SBCTA will provide a paper copy, at the request of any employee or any employee's representative, of the entire WVPP within 5 business days, in a reasonable time, place and manner, at no cost to the employee.

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## V. EMPLOYEE INVOLVEMENT

Involving employees in the development and implementation of our WVPP is a critical component to the program's overall effectiveness. Employees were given the opportunity to participate in the initial development of the WVPP and are to be included in the development of any updates to the WVPP, via electronic survey of all employees and the opportunity to participate on the Employee Safety Committee.

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## VI. IMPLEMENTATION AND COORDINATION

SBCTA will ensure that all employees understand their respective roles in the WVPP, and that they understand how to report incidents of workplace violence.

## VII. WORKPLACE VIOLENCE REPORTING AND ASSESSMENT

SBCTA will ensure that employees are trained in the proper reporting of workplace violence to the designated personnel and/or call 9-1-1 if the threat/act of violence is imminent and serious.

All employees are encouraged to report any concerns or incidents related to workplace violence, and are assured that they can do so without fear of reprisal. Refer to Policy 10101, Discrimination, Harassment and Retaliation.

The Enterprise Risk Manager is responsible for assessing workplace violence reports, informing the Executive Director and Deputy Executive Director of such reports, and providing all records to the Director of Management Services.

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## VIII. EMPLOYEE COMPLIANCE WITH THE WVPP

While the Enterprise Risk Manager is responsible for overseeing the development, implementation, and maintenance of the WVPP, all employees are responsible for adhering to their roles, responsibilities and training provided under the WVPP, as outlined in Procedure 10104-2.

SBCTA will actively enforce all aspects of the WVPP. An employee that fails to adhere to the procedures and practices of this plan shall be subject to discipline in accordance with Policy 10117, Disciplinary Actions.

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## IX. EMPLOYEE COMMUNICATION

Employees are required to report any and all workplace violence and related incidents, threats and concerns to the Director of Management Services at 909-884-8276 or by contacting emergency services directly by calling 9-1-1 if the threat/act of violence is imminent and serious.

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## X. EMPLOYEE TRAINING

SBCTA will provide employees with initial training when the WVPP is first established, when an employee is initially hired, and annually thereafter, on all of the following:

- The SBCTA WVPP plan, how to obtain a copy of the WVPP, and how to participate in development and implementation of the WVPP.
- The requirements of SB 553 and terms defined therein.
- How to report workplace violence incidents or concerns to SBCTA and/or law enforcement, without fear of reprisal.
- Workplace violence hazards specific to employees' jobs, the corrective measures implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The required violent incident log and how to obtain copies of records.
- An opportunity for interactive questions and answers with the Enterprise Risk Manager about the WVPP.

Additional training shall be provided when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the WVPP. The additional training may be limited to addressing the new workplace violence hazard or changes to the WVPP.

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## XI. RECORDKEEPING

Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for a minimum of five years. These records will be maintained by Management Services.

Training records will be created and maintained for a minimum of one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions. Training records will be searchable by employee name and/or employee number and a master log will be maintained by Management Services.

Logs of violent incident will be maintained for a minimum of five years.

Records of workplace violence incident investigations will be maintained for a minimum of five years. These records shall not contain "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code.

All records described above will be made available to employees, upon request and at no cost to the employee, for examination and copying within 15 calendar days of a request.

The Enterprise Risk Manager will be responsible for ensuring that all relevant records are completed and provided to the Director of Management Services to be maintained and made available upon request as required by this program and/or Cal/OSHA.

A safe and healthy workplace is the goal of everyone at SBCTA with responsibility shared by management and staff alike.

**XIII. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	06/05/24

DRAFT

## *Minute Action*

AGENDA ITEM: 10

***Date:*** June 5, 2024

***Subject:***

Contract Amendments for Motorist Assistance Call Answering Center Services

***Recommendation:***

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

A. Approve Amendment No. 3 to Contract No. 18-1001961 with AAMCOM, LLC to extend the term by one year to June 30, 2025, increase the contract price by \$112,317 for a total not-to-exceed amount of \$1,244,070 to be funded with Safe Vehicle Registration Fees Funds, and amend the Scope of Work to address and clarify the need to incorporate real-time text technology to support existing call box text telephony technology.

B. Approve the waiver of the five-year maximum contract term for Contract No. 18-1001961 as defined in Policy No. 11000 to allow AAMCOM, LLC to continue to provide Call Box Call Answering Center Services.

C. Approve Amendment No. 1 to Cooperative Agreement No. 19-1002101 with Orange County Transportation Authority and Riverside County Transportation Commission to revise the term to June 30, 2025, and increase the receivable amount by \$72,045, for a total receivable not-to-exceed amount of \$1,102,045, for the provision of Motorist Call Answering Center Services.

***Background:***

On November 6, 2018, the San Bernardino County Transportation Authority (SBCTA) released a Request for Proposals (RFP) seeking a firm knowledgeable and experienced in providing call box call answering center software and call box call answering center services for motorist assistance programs. SBCTA was the lead on releasing this joint RFP on behalf of SBCTA, Orange County Transportation Authority (OCTA), and Riverside County Transportation Commission (RCTC), who all operate call box programs within their geographical areas and required updated call answering software and call answering services. The scope of work for this contract also incorporated software and services for OCTA's mobile call box program that motorists can utilize to receive motorist assistance by calling 511 when on a freeway or highway within Orange County. SBCTA and RCTC do not currently operate a mobile call box program but are working with the California Highway Patrol (CHP) to provide this service option; therefore, the scope of work also incorporates future programs for SBCTA and RCTC. In addition, SBCTA currently uses a call answering center to conduct a customer service survey for motorists assisted by SBCTA's Freeway Service Patrol (FSP) program, which is included in the scope of work. The FSP survey is available to motorists through an online website, but a phone number is provided for motorists who do not have access to the internet. The history of the execution of contracts and amendments with AAMCOM LLC, OCTA, and RCTC is provided below.

On March 6, 2019, the SBCTA Board of Directors (Board) executed Contract No. 18-1001961 with AAMCOM, LLC to provide call box call answering services for SBCTA, RCTC, and OCTA. On April 3, 2019, the Board approved Cooperative Agreement No. 19-1002101 with OCTA and RCTC for the provision of Motorist Assistance Call Answering Center Services.

*Entity: San Bernardino County Transportation Authority*

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SBCTA is the lead in administering the contract, with quarterly reimbursements from OCTA and RCTC, pursuant to Cooperative Agreement No. 19-1002101, in the amounts of \$850,000 and \$180,000, respectively, for the costs of services rendered on their behalf.

On November 14, 2019, the SBCTA Executive Director approved Amendment No. 1 to Contract No. 18-1001961 with AAMCOM, LLC for the Pilot Lyft Concierge (Lyft) demonstration project to provide a full subsidy of fares for passengers of the Metrolink or Omnitrans services using a private transportation provider to transport them from the designated Metrolink Commuter Rail stations to or from the Ontario International Airport (ONT). Lyft provided a telephone option for customers lacking access to the Lyft mobile application, to reserve a Lyft ride. On May 4, 2020, the SBCTA Executive Director approved Amendment No. 2 to Contract No. 18-1001961 with AAMCOM, LLC to provide additional training, development, and launch of the Lyft program. The Lyft program ended in January 2022. The AAMCOM, LLC contract has an expiration date of June 30, 2024.

In July 2023, RFP No. 23-1002963 was released for call box call answering center services. However, after much outreach only one proposal was received by the RFP deadline on August 25, 2023. An evaluation committee was convened; however, the one proposal received was determined to be non-responsive. It should be noted that the one proposal received was not from AAMCOM, LLC. In a follow-up discussion with AAMCOM, LLC, management mentioned that they regrettably missed the proposal submittal deadline. AAMCOM, LLC noted that it was their intention to submit a proposal and unfortunately missed the deadline.

AAMCOM, LLC has provided call box call answering center services for OCTA, RCTC, and SBCTA since 2019. AAMCOM, LLC is currently the only call answering center provider in the State of California (State) actively providing privatized call box call answering services, based upon research conducted by staff. Staff has reached out to all the call box agencies throughout the State and have confirmed that all of the agencies that have privatized their call box answering services are contracted with AAMCOM, LLC.

Multiple options were subsequently explored by SBCTA staff. Of the options, staff is proposing a one-year extension of Contract No. 18-1001961 with AAMCOM, LLC. Another option may have included releasing a new RFP, and staff may need to consider this more seriously going forward.

To summarize the recommendations, staff is recommending approval of a one-year contract extension with AAMCOM, LLC under Contract No. 18-1001961 until June 30, 2025, for a not-to-exceed amount of \$1,244,070. The original contract with AAMCOM, LLC was executed in 2019 based upon pre-pandemic price rates and set to expire on June 30, 2024. Several changes have occurred in the financial aspect of doing business and labor, therefore a price increase was necessary to carry out the required services. As part of this contract amendment, staff is seeking approval to amend the existing scope of work to allow AAMCOM, LLC to transition to real-time text (RTT) service in order to support the text telephony (TTY) component of the call boxes and to ensure compliance with the Americans with Disabilities Act (ADA). This transition is necessary as the Federal Communications Commission (FCC) has determined that cellular providers are no longer required to support TTY devices, therefore the transition to RTT is necessary.

San Bernardino County Transportation Authority

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Staff is also recommending an amendment to revise the term to June 30, 2025, for Cooperative Agreement No. 19-1002101 with OCTA and RCTC for payment of costs of services rendered on their behalf, in the increased amounts of \$906,917 and \$195,128, respectively.

By approving these agreements, there will be zero interruption of the call box call answering services for the motoring public for San Bernardino, Orange, and Riverside Counties.

***Financial Impact:***

The item is included in the Adopted Budget for Fiscal Year (FY) 2023/2024 and included in the Proposed FY 2024/2025 Budget funded with SAFE-Vehicle Registration Fees and SAFE Reimbursement in Program 15, Commuter and Motorist Assistance and Local Transportation Funds - Rail in Program 30, Transit.

***Reviewed By:***

This item was reviewed and recommended for approval by the General Policy Committee on May 8, 2024. SBCTA General Counsel, Procurement Manager and Enterprise Risk Manager have reviewed this item and the draft amendments.

***Responsible Staff:***

Kelly Lynn, Chief of Air Quality & Mobility Programs

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 18-1001961 Amendment No.: 3  
 Contract Class: Payable Department: Air Quality and Mobility  
 Vendor No.: 03476 Vendor Name: AAMCOM, LLC  
 Description: Motorist Assistance Call Answering Center - Lyft Concierge Call Center

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

Dollar Amount					
Original Contract	\$	1,100,000.00	Original Contingency	\$	-
Prior Amendments	\$	31,753.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	112,317.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>1,244,070.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,244,070.00</b>

**Contract Authorization**

Board of Directors Date: 6/5/2024 Board Item # 10626

**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: 6/30/2024 Revised Expiration Date: 6/30/2025  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

								Total Contract Funding:	Total Contingency:
								\$	\$
			Sub-Task	Object	Revenue	PA Level	Revenue Code Name	1,244,070.00	-
GL:	2810	15	0702	0000	52001		SAFE - Reg Fees	110,272.00	-
GL:	2811	15	0702	0000	52001		SAFE - RCTC	195,128.00	-
GL:	2811	15	0702	0000	52001		SAFE - OCTA	906,917.00	-
GL:	1040	30	0314	0374	52001		LTF-Rail	31,753.00	-
GL:								-	-
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Stacey A. Morales  
 Project Manager (Print Name)

Steve Smith  
 Task Manager (Print Name)

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

Attachment: AAMCOM Complete File for Printing (10626 : Contract Amendments for Motorist Assistance Call Answering Center Services)

**AMENDMENT NO. 3 TO CONTRACT 18-1001961****FOR****MOTORIST ASSISTANCE CALL ANSWERING CENTER SERVICES****(AAMCOM, LLC)**

This AMENDMENT No. 3 to Contract No. 18-1001961 is made by and between AAMCOM, LLC ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). CONSULTANT and SBCTA are each a "Party" and collectively "Parties".

**RECITALS**

- A. On March 6, 2019, SBCTA, under Contract No. 18-1001961, engaged the services of CONSULTANT to provide call answering center services for SBCTA's Call Box Program and FSP (Freeway Service Patrol) Customer Survey line ("Contract") ending on June 30, 2024; and
- B. On November 14, 2019, SBCTA and CONSULTANT entered into Amendment No. 1, which added scope of work for Lyft Concierge call answering center services, increasing the contract amount by \$8,248 for a revised total not-to-exceed amount of \$1,108,248; and
- C. On May 4, 2020, SBCTA and CONSULTANT entered into Amendment 2, for the Lyft Concierge call answering center service, increasing the contract amount by \$23,505 for a revised total not-to-exceed amount of \$1,131,753 and extending the term to January 31, 2022. This increase in funding covers the cost overrun of training and development for the launch of the Program; and
- D. In March 2024 SBCTA was informed that the Federal Communications Commission (FCC) had determined that cellular providers would no longer be required to support text telephony (TTY) devices. The FCC allows for the transition from TTY to real-time text (RTT) technology; and
- E. SBCTA and CONTRACTOR now desire to amend the CONTRACT to extend the term to June 30, 2025, update the scope of work to include the addition of RTT set up and services, and increase the not-to-exceed amount by \$112,317 for a revised not-to-exceed amount of \$1,244,070.

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

1. Article 3 COMPENSATION, Paragraph 3.2, is revised in its entirety to read as follows:  
 "The total Contract Not-To-Exceed Amount is One Million Two Hundred Forty-Four Thousand Seventy Dollars (\$1,244,070). All Work provided under this Contract are to be performed as set forth in Attachment A and Attachment A-1, Scope of Work, and shall be reimbursed pursuant to Attachment B Billing Rate Schedule, which is attached herein and by this reference is incorporated and made part of this Contract. The hourly labor rates identified in Attachment 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 amount identified in Attachment B. Any travel expenses must be pre- approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 2. All references to the Scope of Work include Attachment A which is attached to the Contract, as well as Attachment A-1 attached to Amendment No. 3.
- 3. Attachment B to the CONTRACT is revised in its entirety as reflected in Attachment B attached to this Amendment No. 3.
- 4. The Recitals set forth above are incorporated herein by this reference.
- 5. Except as amended by this Amendment No. 3, all other provisions of the CONTRACT, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference.
- 6. This Amendment No. 3 is effective upon execution by SBCTA.

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

**AAMCOM, LLC**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Steven Diels  
Member

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

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Juanda Lowder Daniel  
Assistant General Counsel

**CONCURRENCE:**

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

**ATTACHMENT “A.1”**  
**MOTORIST ASSISTANCE CALL ANSWERING CENTER**  
**AMENDMENT TO SCOPE OF WORK TO INCLUDE RTT TECHNOLOGY**

As part of Amendment 18-1001961-03, staff is seeking approval to amend the existing Scope of Work to allow AAMCOM, LLC to transition to real-time text (RTT) technology in order to support the call box text telephony (TTY) technology and to ensure compliance with the Americans with Disabilities Act (ADA). This transition is necessary as the Federal Communications Commission (FCC) has determined that cellular providers are no longer required to support TTY devices, therefore the transition to RTT is necessary. The FCC has allowed wireless service providers and handset manufactures to support real-time text (RTT) technology instead of the TTY.

In order for AAMCOM to transition the call answering center TTY system to work with RTT technology instead, the following tasks need to be implemented and completed by AAMCOM. First, AAMCOM will work closely with the call box maintenance provider to plan and design the RTT work around so that the existing TTY system built into each San Bernardino Call Box continues to provide speech and hearing impaired motorists the assistance they may need. The call box maintenance provider designed the “work around” at the call box end, but how the RTT message is communicated to AAMCOM call box operator is designed through the collaborative efforts of the call box maintenance provider and AAMCOM. Once this “work around” has been determined and tested, AAMCOM will need to develop screens and a database to be utilized by their call box operators. This will include customizing and adapting some existing systems currently in use. Once this has been completed, operators will need to be trained, which would include new materials, updates to the training manual and the processing of program reports. Testing to continue throughout the process to ensure that motorists using a call box TTY device will not notice any difference in the level of service received and should be unaware that the TTY message being processed by the motorist will now be transmitted to the call box call answering center through RTT technology.

Attachment B-5 included with Attachment B outlines the RTT costs to be included in the Fiscal Year 2024/2025 one year extension.

**Attachment “B”  
“Billing Rate Schedule”**

DRAFT

Attachment: AAMCOM Complete File for Printing (10626 : Contract Amendments for Motorist Assistance Call Answering Center Services)

**RFP18-1001961 – Attachment “B” Revised – BAFO v3**

**ATTACHMENT B-1: Phase I SBCTA FSP Survey Program Price Proposal**

Provide pricing for CAC services for the SBCTA FSP Survey Program, which should be a flat rate per month and incorporate any fees required to perform the services as further described in the SOW. Initial start-up/implementation fees should be noted separately as provided in the table below, please provide a brief explanation in the notes column as necessary to provide further detail on the associated cost.

**TASK 1, SBCTA FSP Survey Program Start-up/Implementation Costs**

Description	Cost	Notes
Planning/Design	\$ 2,000	Brainstorming meetings/travel time/design/approval with
Implementation	\$ 4,000	Software System and Reports

**SBCTA FSP Survey Program CAC Services Rate**

*SBCTA operates on a July 1 — June 30 fiscal year (FY). SBCTA anticipates full call box CAC operations to begin during FY 18/19, therefore the rate per call for FY's 18/19 and 19/20 shall be combined as indicated below.*

FY	Rate Per Call
FY 18/19 & 19/20	\$ 5.20
FY 20/21	\$ 5.50
FY 21/22	\$ 5.72
FY 22/23	\$ 5.95
FY 23/24	\$ 6.19
One Year Extension FY 24/25	\$ 6.43

I hereby acknowledge that I have included all labor hours, fees, taxes, materials, software/programming:

Proposer: AAMCOM, LLC

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

**ATTACHMENT B-2: Phase II and III Call Box/Mobile Call Box Software  
Development Price Proposal form**

Provide a budget for Phase II that breaks down costs for each item listed below as it relates to the SOW. The following notes apply to the cost estimates for Phase I and II:

- All costs listed below should include overhead, burden, or other indirect costs in addition to labor costs, including both Call Answering Center (CAC) staff and subcontracted services, and capital costs for all equipment, including software purchases and programming used solely for the Agencies CAC operations, which will become the assets of the Agencies.
- Please provide a brief explanation in the notes column as necessary to provide further detail on the task and associated cost.

<b>Task Description</b>	<b>Cost</b>	<b>Notes</b>
Task 2: Database and Development of Screens		
A) Call Box CAC Development	\$2000	Customize and adapt existing systems currently in use for LA SAFE/SANDAG/MTC/SBCOG/
B) OCTA Mobile Call Box Development	\$2000	
C) SBCTA/RCTC's Mobile Call Box Development	\$2000	
Task 3: Test Plan and Testing	\$2000	Design and test
Task 4: Schedule and Ownership	\$2000	Project management and staffing
Task 5: CAC Operations Planning & Design	\$2000	Project management and staffing
Task 6: CAC Set-up (Physical Site, Equipment and Software)	\$6000	Expand Licensing IT/Telephony
Task 7: CAC Operations Preparation and Set-up	\$2000	Adapt training material/program reports
Task 8: CAC Test Operations	\$2000	Operations test plan
Task 9: Monitor CAC Operations Post Start-up	\$3000	Inclusive of all locations
Task 10: Implement Remote Messaging System (RMS)*		
2 @ Barstow CHP Comm Center	\$3500	Hardware and Installation
2 @ Border CHP Comm Center	\$3500	Hardware and Installation
2 @ Indio CHP Comm Center	\$3500	Hardware and Installation
2 @ Inland CHP Comm Center	\$3500	Hardware and Installation
1 @ Orange CHP Comm Center	\$2000	Hardware and Installation
1 @ RCTA + 1 @ OCTA's Office	\$4000	Hardware and Installation
SBCTA's Office	\$2000	Hardware and Installation
<b>PHASE II TOTAL</b>	<b>47,000</b>	

\*Costs split for each location as follows:

- |                                  |                             |
|----------------------------------|-----------------------------|
| Barstow CRP -100% SBCTA          | Orange CRP -100% OCTA       |
| Border CRP -100% RCTC            | OCTA's Offices 100% OCTA    |
| Indio CHP - 50%, SBCTA, 50% RCTC | SBCTA's Offices -100% SBCTA |
| Inland CHP - 50% SBCTA, 50% RCTC |                             |

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

Proposer: AAMCOM, LLC

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

### Attachment B-3: PHASE IV Continuing Operations Proposal Form

The payment for continuing operations (Phase III) will be compensated in two methods:

- 1) Call box calls and mobile call box calls will be based on a rate per call.
- 2) Phase III includes the following components and any others necessary that would be included in the price per call as identified in the SOW to successfully operate the CAC:
  - Continue operations, staffing activities
  - Submit monthly reports
  - Monitor program operations and implement any necessary corrective actions
  - As needed, updating training and procedure manuals
  - Ongoing database updates, programming and reporting required to maintain operations
  - Monthly Agency meetings as requested
  - Bi-monthly system tests
  - Profit, overhead, burden, or other indirect costs

The Agencies do not do any predictive modeling to estimate future call volumes, which for call box calls may decrease or diminish all together due to the continued proliferation of cell phones and limitations with call box cellular technology. For the purposes of developing pricing, proposers should reference historical call box statistics in Exhibit H of the RFP and the rate for each Agency shall be included below.

The Agencies operate on a July 1 - June 30 fiscal year (FY). SBCTA anticipates full call box CAC operations to begin during FY 18/19, therefore the rate per call for FY's 18/19 and 19/20 shall be combined as indicated below.

Fiscal Year	Rater Per Call Box Call			Rate Per Mobile Call Box Call		
	SBCTA	RCTC	OCTA	SBCTA	RCTC	OCTA
FY 18/19 & 19/20	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70
FY 20/21	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77
FY 21/22	\$3.85	\$3.85	\$3.85	\$3.85	\$3.85	\$3.85
FY 22/23	\$3.93	\$3.93	\$3.93	\$3.93	\$3.93	\$3.93
FY 23/24	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
One Year Extension FY 24/25	\$6.43	\$6.43	\$6.43	\$6.43	\$6.43	\$6.43

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

Proposer: AAMCOM, LLC

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

**Attachment B-4: Annual Spring Cleaning Costs**

The RMS locations identified by the Agencies will have RMS equipment as identified in the SOW. Each year, to avoid equipment failure at the RMS locations, the Contractor will be responsible for conducting annual Spring Cleaning. Spring Cleaning will include but not be limited to: checking, cleaning and dusting equipment, ensuring functionality of existing equipment, replacing minor and major hardware components as needed or as agreed upon by the Agencies annually which may include but not be limited to: keyboards, mice, power strips, tablets, hard drives, monitors, etc. Contractor will be responsible for providing a Spring Cleaning schedule and work plan for approval each year to the Agencies. The proposed work plan provided to the Agencies each year will only be implemented upon approval by the Agencies and the associated costs (labor, travel and equipment) shall be billed at actual cost each year for equipment purchases, but shall not exceed the Hourly Labor and Mileage Rates as Contractor has indicated below.

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Option
						Year 1
						FY 24/25
<b>Work Plan/Schedule:</b> <i>Indicate what and which years you recommend equipment replacement or other work to be performed.</i>	Maint	Maint	Replace	Maint	Maint	Replace
<b>Estimated Number of Hours:</b>	35	35	56	35	35	56
<b>Hourly Labor Rate:</b>	\$66	\$67	\$72	\$74	\$80	\$84
<b>Mileage Rate:</b> <i>Indicate if you intend to use Federal Mileage Rate</i>	Federal					
<b>Other Costs:</b> <i>computers for 7 locations</i>			\$17,000			\$17,000

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

Proposer: AAMCOM, LLC

---

Signature of Authorized Person Date

**Attachment B-5: TTY/RTT**

Project cost list for the implementation of RTT and rate for answering TTY and RTT calls:

<b>Contract Period</b>	<b>TTY/RTT CALLS SBCTA/RCTC/OCTA</b>
<b>One Year Extension FY 24/25</b>	\$1.50 per min.
	Calls over 15 min. \$23 flat fee

<b>TASK DESCRIPTION</b>	<b>COST</b>	<b>NOTES</b>
Task 1: Planning and Design	\$ 1,820	Planning and Design of SBCTA RTT Project
Task 2: RTT Development	\$ 1,280	Development of Screens/Database -- Customize and adapt existing systems currently in use.
Task 3: Test Plan and Testing	\$ 1,370	Design and test
Task 4: Operations Planning & Design	\$ 1,290	Adapt training material/program reports
Task 5: Operations Preparation and Set-up	\$ 1,130	Agent staffing and training
Task 6: Test Operations	\$ 720	Operations test plan
Task 7: Monitor RTT Operations Post Implementation	\$ 560	Staffing/Call Answering/ Reporting/ Quality Assurance
<b>Total</b>	<b>\$ 8,170</b>	

Proposer: AAMCOM, LLC

\_\_\_\_\_  
Signature of Authorized Person Date

Attachment: AAMCOM Complete File for Printing (10626 : Contract Amendments for Motorist Assistance Call Answering Center Services)



**General Contract Information**

Contract No: 19-1002101 Amendment No.: 1  
 Contract Class: Receivable Department: Air Quality and Mobility  
 Customer ID: 03059 Customer Name: Orange County Transportation Authority  
 Description: Motorist Assistance Call Answering Center Software Customization and Service  
 List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	850,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)		
Current Amendment	\$	56,917.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>906,917.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>906,917.00</b>

**Contract Authorization**

Board of Directors Date: 6/5/2024 Board Item # 10626

**Contract Management (Internal Purposes Only)**

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

**Accounts Receivable**

Total Contract Funding: \$ 906,917.00 Funding Agreement No: 19-1002101  
 Beginning POP Date: 3/6/2019 Ending POP Date: 6/30/2025 Final Billing Date: 8/30/2025  
 Expiration Date: 6/30/2025 Fund Admin: Yes  
 Parent Contract 19-1002101 PM Description Motorist Assistance Call Answering Center - OCTA  
 Z-Related Contracts This is Z19-1002146 for OCTA, there is also Z19-1002147 for RCTC

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2811	15	0702	0000	42901003	906,917.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Stacey A. Morales Project Manager (Print Name) Steve Smith Task Manager (Print Name)

Additional Notes: Final billing date is advisory. Billing is quarterly.

Attachment: AAMCOM Complete File for Printing (10626 : Contract Amendments for Motorist Assistance Call Answering Center Services)

**General Contract Information**

Contract No: 19-1002101 Amendment No.: 1  
 Contract Class: Receivable Department: Air Quality and Mobility  
 Customer ID: 01768 Customer Name: Riverside County Transportation Commission  
 Description: Motorist Assistance Call Answering Center Software Customization and Service  
 List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	180,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)		
Current Amendment	\$	15,128.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>195,128.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>195,128.00</b>

**Contract Authorization**

Board of Directors Date: 6/5/2024 Board Item # 10626

**Contract Management (Internal Purposes Only)**

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

**Accounts Receivable**

Total Contract Funding: \$ 195,128.00 Funding Agreement No: 19-1002101  
 Beginning POP Date: 3/6/2019 Ending POP Date: 6/30/2025 Final Billing Date: 8/30/2025  
 Expiration Date: 6/30/2025 Fund Admin: Yes  
 Parent Contract 19-1002101 PM Description Motorist Assitance Call Answering Center - RCTC  
 Z-Related Contracts This is Z19-1002147 for RCTC, there is also Z19-1002146 for OCTA

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2811	15	0702	0000	42902009	195,128.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Stacey A. Morales Project Manager (Print Name) Steve Smith Task Manager (Print Name)

Additional Notes: Final billing date is advisory. Billing is quarterly.

Attachment: AAMCOM Complete File for Printing (10626 : Contract Amendments for Motorist Assistance Call Answering Center Services)

**OCTA AGREEMENT NO C-9-0955  
RCTC AGREEMENT NO 19-45059-00  
Agreement No. 19-45-059-00**

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 19-1002101**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,  
ORANGE TRANSPORTATION AUTHORITY AND,  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
FOR  
THE PROVISION OF MOTORIST ASSISTANCE CALL ANSWERING CENTER  
SOFTWARE CUSTOMIZATION AND SERVICES**

This AMENDMENT No. 1 to Cooperative Agreement ("Agreement") No. 19-1002101 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, Orange County Transportation Authority, ("OCTA"), located at 550 South Main Street, PO Box 14184, Orange, California 92863-1584 and Riverside County Transportation Commission ("RCTC"), located at 4080 Lemon St, Riverside, California 92501 SBCTA, OCTA and RCTC are each a "Party" and collectively the "Parties"

**RECITALS**

1. On April 25, 2019, the parties, under Cooperative Agreement No. 19-1002101, entered into this Agreement to allocate the costs of paying the CONTRACTORS for the Services under the Primary Agreement (described below); and
2. The Services engaged by SBCTA as set forth in Exhibit "B", SBCTA Contract No. 18-1001961, executed on March 6, 2019 ("Primary Agreement") are effective through June 30, 2024, with five optional term years, and
3. The parties now desire to amend the Agreement to revise the term to June 30, 2025, and increase the not-to-exceed amount for OCTA by \$56,917 for a revised not-to-exceed amount of \$906,917, and to increase the not-to-exceed amount for RCTC by \$15,128 for a revised not-to-exceed amount of \$195,128.

**NOW THEREFORE**, the Parties agree as follows:

1. Article 1. AGREEMENT TERM, is deleted and replaced in its entirety to read as follows:  
 "The Agreement shall commence upon execution by the Parties and shall continue in full force and effect through June 30, 2025, concurrent with the Primary Agreement, unless otherwise terminated or extended as provided in this Agreement, except that all indemnity and defense obligations shall survive termination of this Agreement. Should one or all of the option term(s) of the Primary Agreement not be exercised, this Agreement shall terminate."

2. Article 3 COMPENSATION, Paragraph 3.1, is deleted and replaced in its entirety to read as follows:

“Notwithstanding any provisions of this Agreement to the contrary, OCTA and SBCTA mutually agree that the total Agreement Not-To-Exceed Amount is Nine Hundred Six Thousand Nine Hundred Seventeen Dollars (\$906,917), which shall include all amounts payable to the CONTRACTORS as set forth in the Primary Agreement.”

3. Article 3 COMPENSATION, Paragraph 3.2, is deleted and replaced in its entirety to read as follows:

“Notwithstanding any provisions of this Agreement to the contrary, RCTC and SBCTA mutually agree that the total Agreement Not-To-Exceed Amount One Hundred Ninety-Five Thousand One Hundred Twenty-Eight Dollars (\$195,128), which shall include all amounts payable to CONTRACTORS as set forth in the Primary Agreement.”

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

5. Except as amended by Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect and are incorporated herein by this reference.

6. This Amendment No. 1 to this Agreement shall be made effective upon execution by all parties.

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

DRAFT

Attachment: AAMCOM Complete File for Printing (10626 : Contract Amendments for Motorist Assistance Call Answering Center Services)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement below

**ORANGE COUNTY  
TRANSPORTATION AUTHORITY**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Darrell E. Johnson  
Chief Executive Officer

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

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

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

**APPROVED**

**APPROVED TO AS FORM**

By: \_\_\_\_\_  
Kirk Avila  
General Manager, Express Lanes Programs

By: \_\_\_\_\_  
Juanda Lowder Daniel  
Assistant General Counsel

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

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

**APPROVED AS TO FORM**

**CONCURRENCE**

By: \_\_\_\_\_  
James M. Donich  
General Counsel

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

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

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Aaron Hake  
Executive Director

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Best, Best & Krieger, LLP  
General Counsel

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

## *Minute Action*

AGENDA ITEM: 11

***Date:*** June 5, 2024

***Subject:***

Major Projects Status Report through March 2024

***Recommendation:***

Receive the Major Projects Status Report for the period through March 2024.

***Background:***

The Major Projects Status Report for the period through March 2024, is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Project Delivery group. San Bernardino County Transportation Authority (SBCTA) staff would also like to highlight the following activities for this period:

**1. Metrolink Station Accessibility Improvement Project Phase II:**

The Metrolink Station Accessibility Improvement Project Phase II will utilize Local and Active Transportation Program (ATP) funds to provide pedestrian and bicycle improvements at five Metrolink stations and the Pacific Electric Bike Trail in the cities of Montclair, Upland, Rancho Cucamonga, Fontana, and San Bernardino. Improvements include; sidewalks, curb access ramps, bike lanes, wayfinding signs, and crosswalks.

The 95% Plans, Specifications, and Estimates (PS&E) package was submitted on April 4, 2022; the 100% PS&E package was submitted June 2, 2022; the Environmental Revalidation was approved on December 12, 2022; the amendments to the City cooperative agreements were approved at the February 1, 2023 SBCTA Board of Directors (Board) meeting; and the project design is complete. Federal funding allocation was approved by the California Transportation Commission (CTC) in May 2023. On August 21, 2023, the Invitation for Bids was released and at the January 3, 2024 SBCTA Board meeting, the construction contract was awarded. A limited Notice to Proceed for construction was issued to the contractor on February 12, 2024. Construction is expected to take approximately one year to complete, and a Public Outreach program is in place and will be maintained during the construction period.

**2. Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1:**

The I-15 Corridor Freight and Express Lanes Project - Contract 1 will add auxiliary lanes to improve freight corridor movement and an addition of two express lanes in each direction on the I-15 from south of State Route (SR) 60 to north of Foothill Boulevard. The Environmental Document (ED) for the I-15 Corridor Freight and Express Lanes Project was approved in December 2018. The I-15 Corridor Freight and Express Lanes Project will be delivered in multiple construction packages. The construction management services firm was selected and approved by the Board on September 7, 2022. In December 2023, the Federal Highway Administration (FHWA) classified the I-15 Corridor Freight and Express Lanes Project as a Major Project on the Interstate System. As a result, a Cost Schedule Risk Assessment (CSRA), Project Management Plan (PMP), and Initial Financial Plan (IFP) were required for the project. In April 2023, members from FHWA (California and Texas Division), California Department of Transportation (Caltrans), and SBCTA participated in a four-day workshop to complete the

*Entity: San Bernardino County Transportation Authority*

CSRA. The CSRA was approved by Caltrans and FHWA on June 8, 2023. The PMP and IFP were approved by FHWA on November 9, 2023. A cooperative agreement between Riverside County Transportation Commission and SBCTA, outlining responsibilities for the existing toll lanes in Riverside County, was approved at the May 3, 2023 SBCTA Board meeting. The railroad construction and maintenance agreements (C&MA) with the Southern California Regional Rail Authority were approved at the June 6, 2023 SBCTA Board meeting and two C&MAs with Union Pacific Railroad were approved at the September 6, 2023 and October 4, 2023 SBCTA Board meetings. The Environmental Revalidation was approved by Caltrans on July 16, 2023. Right-of-Way (ROW) Certification was accepted by Caltrans on October 30, 2023. The final PS&E certification was issued by Caltrans on October 31, 2023 and was issued a Ready-to-List status. SBCTA staff requested allocation of the Trade Corridor Enhancement Program (TCEP) funds at the December 2023 CTC meeting; the CTC granted the allocation at their January 2024 meeting in the City of Modesto. The I-15 Corridor Freight and Express Lanes Project is targeted to be advertised for construction, upon issuance of the E-76 Authorization from Caltrans, in May 2024. A construction contract is anticipated to be awarded at the September 2024 SBCTA Board meeting. Construction is anticipated to begin in late 2024 and is anticipated to take approximately two and one half years to complete. A Public Outreach program is in place and will be maintained during the construction period. This \$388 million project is funded by a combination of Federal, State, and Measure I funds.

### **3. Mount (Mt.) Vernon Avenue Viaduct Project:**

Located in the City of San Bernardino, the Mt. Vernon Avenue Viaduct Project entails the deconstruction of the existing, structurally deficient bridge over the BNSF Railway mainline tracks, intermodal yard and Metrolink mainline tracks; replacing it with a new wider and longer bridge that meets current design standards. Deconstruction of the existing Mt. Vernon Avenue bridge was completed in May 2021. This eliminated a significant safety concern. The Mt. Vernon Avenue Viaduct Project has faced challenges in coordination with BNSF, acquisition of ROW, and Southern California Edison utility relocations. Since the bridge construction is taking place above the BNSF rail yard and tracks, ROW access is critical. To allow the design-build contractor greater work windows between two adjacent tracks, BNSF constructed two shoofly tracks to serve as mitigation for track closures during construction. BNSF completed this work in December 2023 allowing SBCTA to start bridge construction in January 2024. Metrolink mitigation work was completed in March 2023. An Order of Possession was received from the court regarding two properties located on the south side of the bridge that were required for the Mt. Vernon Avenue Viaduct Project. At the July 5, 2023 SBCTA Board Meeting, a Resolution of Necessity was adopted to secure the ROW on the north side of the Mt. Vernon Avenue Viaduct Project. However, the eminent domain acquisition was not necessary as SBCTA staff was able to reach an agreement with the property owner. At the September 6, 2023 SBCTA Board meeting, the contract for Project Management/Construction Management services was awarded.

Construction activities outside the railroad ROW commenced at the end of September 2023 with utility relocations on the south side of the project and the start of bridge abutment. In January 2024, construction in the railyard began. The bridge foundation piles are complete and the contractor is currently building bridge columns and continuing abutment construction.

Completion for beneficial use is anticipated in late-2025. A Public Outreach program is in place and is being maintained during the construction period. This \$225 million project is funded by a San Bernardino County Transportation Authority

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combination of Federal, State, and local funds which includes a project contribution from BNSF Railway, the City of San Bernardino Measure I Arterial funds and City of San Bernardino Developer Impact Fees.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Board of Directors Metro Valley Study Session on May 9, 2024.

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:



## *Minute Action*

### AGENDA ITEM: 12

***Date:*** June 5, 2024

***Subject:***

Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts

***Recommendation:***

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

A. Award Contract No. 24-1003130 to MNS Engineers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

B. Award Contract No. 24-1003133 to Michael Baker International, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

C. Award Contract No. 24-1003135 to PlaceWorks for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

D. Award Contract No. 23-1003018 to Dudek for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

E. Award Contract No. 24-1003136 to HNTB Corporation for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

F. Award Contract No. 24-1003131 to Mott MacDonald Group, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

G. Award Contract No. 24-1003132 to Fehr & Peers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

H. Award Contract No. 24-1003134 to Raimi & Associates, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

I. Approve a total not-to-exceed amount of \$5,000,000 over five years, funded by Measure I and Local Transportation Fund – Planning funds for Planning and the Council of Governments (COG) Fund for the Council of Governments On-Call services, and a total not-to-exceed amount of \$18,281,950 for Regional Early Action Planning (REAP) 2.0, for a combined total not-to-exceed amount of \$23,281,950 for the bench as shown in Recommendations A-H, and up to \$1,000,000 per year for the two one-year option terms, to be funded with Measure I, Local Transportation Fund - Planning, and Council of Governments funds, for a total not-to-exceed amount of \$25,281,950 including the option terms.

J. Approve an exception to Policy No. 11000, VIII. B.4.c.i., and authorize the Executive Director, or his designee, to execute specific competitive Contract Task Orders (CTO) as described in the background for Planning, COG, and REAP 2.0 programs that are in excess of \$500,000, as identified in Table 2.

*Entity: San Bernardino County Transportation Authority*

**Background:**

The San Bernardino County Transportation Authority (SBCTA) is the transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a Joint Powers Authority, operates as the San Bernardino Council of Governments (SBCOG). The Planning and Regional Programs Department (Department) at SBCTA is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. As the Department carries out its work plans and programs, it sometimes requires transportation and land use planning administrative support.

SBCTA released Request for Proposals (RFP) 23-1003018 on November 2, 2023, seeking firms knowledgeable and experienced to develop an On-Call Bench for Planning/COG and the grant-funded Regional Early Action Planning (REAP) 2.0 work. The On-Call Bench consisted of ten categories to which firms had to submit a proposal for categories in which they were interested. Categories for the bench are listed below:

<b>Table 1 - Category</b>	
1	Active Transportation Program
2	Transportation Modeling
3	Transportation Planning
4	Sustainability Planning
5	Climate Change and Adaptation Planning
6	General SBCTA/SBCOG Staff Support
7	Grant Writing/Management Services
8	Housing/General Plan/Local Planning Support
9	Project Management and Controls
10	Housing and Community Development / Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP) 2.0 Implementation
10A	County Transportation Commission Partnership Program (CTCPP)
10B	Subregional Partnership Program (SRP)
10C	Notice of Funds Available for Lasting Affordability Program (NOFA)
10D	Housing Infill on Public and Private Lands (HIPP) Program
10E	Regional Utilities Supporting Housing (RUSH) Program
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)

The RFP notification for this project was received by 582 consultants registered on PlanetBids and was downloaded by 53 firms.

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On December 1, 2023, SBCTA received 18 proposals, from the following firms:

Vendor Name
Alta Planning + Design
Dudek
Estolano Advisors
Fehr & Peers
HNTB Corporation
Iteris, Inc.
KOA Corporation
Linscott Law & Greenspan Engineers
LSA Associates, Inc.
Mark Thomas & Company
Michael Baker International, Inc.
MNS Engineers
Mott MacDonald
Paragon Partners Consultants, Inc.
PlaceWorks
Raimi + Associates
SCANPH
Toole Design Group, LLC

The Evaluation Committee (Committee) consisted of four SBCTA staff and two SCAG staff. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. All proposals were found to be responsive. Each panel member independently read and scored each firm's proposal and on January 16, 2024, the Committee met to evaluate and rank the firms based on qualifications, related experience, reference scores, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 30 points, Proposed Staffing and Project Organization – 30 points, Work Plan - 30 points, and Price - 10 points, for a total of 100 points.

From January 23<sup>rd</sup> through January 25<sup>th</sup>, the following firms were invited to in-person interviews to further assess their firms' capabilities in being able to fulfill the obligations of the scope of work.

- Alta Planning + Design
- Dudek
- Fehr & Peers
- HNTB Corporation
- Iteris, Inc.
- KOA Corporation
- LSA Associates, Inc.
- Mark Thomas & Company
- Michael Baker International Inc.
- MNS Engineers
- Mott MacDonald
- PlaceWorks
- Raimi + Associates
- Toole Design Group, LLC

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The Committee independently scored each firm based on the firms' answers to questions pertaining to the categories for which they submitted a proposal. This method was also used for establishing the Planning/SBCOG On-Call Bench established in 2019.

The interview and technical proposal were weighted 40% and 60%, respectively. The firms clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 23-1003018, be awarded to the following eight firms for each category corresponding to Table 1 above.

Vendor Name	Category
Dudek	4, 5, 6, 8, 9, 10B, 10C, 10D
Fehr & Peers	1, 2, 3, 6, 10A
HNTB Corporation	7, 10A
Michael Baker International, Inc.	1, 6, 7, 8, 10B, 10D
MNS Engineers	6, 7, 8, 10A, 10B
Mott MacDonald	7, 9
PlaceWorks	4, 5, 8
Raimi + Associates	4, 10B

**All categories in the RFP had proposals submitted, however, not all proposals were successful in the process after they were scored by the evaluation committee.** Firms were not awarded for categories 10E and 10F due to the nature of SCAG's administration of each program. The Regional Utilities Supporting Housing (RUSH) Program (10E) will be led by jurisdictions who were directly awarded the funds. SCAG will be handling the procurement for the SCP – CEEEJ (10F). The RFP for this On-Call bench was released prior to final award notifications and negotiations with SCAG. **Only one firm was awarded in Category 2 since two of four firms proposing did not qualify for the shortlist and the other firm did not meet the large natural break in the scoring. Only one firm was awarded for Category 3 since eight out of thirteen proposals did not qualify for the shortlist, and the remaining four firms did not meet the large natural break in the scoring.**

As noted in the contract, the total not-to-exceed amount for all Contract Task Orders (CTOs) issued to consultants is \$5,000,000 over five years for Planning and COG, and \$18,281,950 for REAP 2.0 (total not-to-exceed amount of \$23,281,950) for a term through June 30, 2029 with the ability to extend the agreement with two one-year option terms of \$1,000,000 per year. Since the REAP 2.0 funds have recently been included as a discussion item under the California State (State) budget process, any future CTOs under the REAP 2.0 Program will not be released until funds are secured through the State budget. SBCTA/SBCOG retains control over whether and when funds are spent on consultant engagements through task orders. Approval of the CTOs is important so that the planning work not related to REAP 2.0 can continue, given that current CTO contracts expire on June 30, 2024.

Due to the nature of the REAP 2.0 grant program and the expectation that individual award amounts will be higher than \$500,000 for each REAP 2.0 sub-category, this item also recommends authorizing the Executive Director, or his designee, to release specific CTOs greater than \$500,000, providing an exception to Policy No. 11000, Section VIII. B.4.c.i.

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The potential CTOs projected to be greater than \$500,000 are:

<b>Table 2 - CTOs Expected to be Over \$500,000</b>		
<b>CTO</b>	<b>Category</b>	<b>5 Year Total</b>
2	Project Controls Staffing Support for Planning and COG	\$1,500,000
3	Sustainability Program Support for Planning and COG	\$550,000
4	Active Transportation Support	\$550,000
5	General Staff Support for Planning and COG	\$750,000
6	Transportation Planning Support	\$600,000
7	Grant Management and Writing Support	\$600,000
10	REAP 2.0 Vehicle Miles Traveled Mitigation bank	\$3,000,000
11	REAP 2.0 Multi-Modal Complete Streets Program	\$6,519,868
12	REAP 2.0 NOFA Program	\$5,000,000
13	REAP 2.0 HIPP Program	\$720,000
14	REAP 2.0 Subregional Partnership Program (SRP)	\$2,367,317

Subsequent to the approval of this item, staff will release CTOs consistent with the categories identified above, and the firms selected for that specific category will be able to submit proposals. For the REAP 2.0 projects, SBCTA/SBCOG staff will work in partnership with each individual jurisdiction that received REAP 2.0 funds when selecting the firms from the above on-call bench list. Each individual jurisdiction will be invited to participate in the selection process for the CTOs associated with REAP 2.0 projects.

***Financial Impact:***

This item required an amendment to the Fiscal Year 2023/2024 Budget. The budget amendment was approved by the Board in November 2023. The budget related to this item has been incorporated into the Proposed Fiscal Year 2024/2025 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (7-1-0; Opposed: Wapner) on May 8, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contracts.

***Responsible Staff:***

Josh Lee, Deputy Director of Planning

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

**General Contract Information**

Contract No: 24-1003130 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: \_\_\_\_\_ Vendor Name: MNS Engineers, Inc.  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	4,080,119.00	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>4,080,119.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>4,080,119.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$	\$
GL	1035	20	0404	0000	52005		Sales Tax-LTF	100,000.00	-
GL	1035	20	0404	0000	52050		Sales Tax-LTF	-	-
GL	4180	20	0404	0000	52005		Sales Tax-MSI	100,000.00	-
GL	4280	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	4380	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	4580	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	4680	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	6010	20	0404	0411	52005		SCAG_REAP 2.0 CTC	50,000.00	-
GL	6010	20	0404	0412	52005		SCAG_REAP 2.0 CTC	993,300.00	-
GL	6010	20	0404	0413	52005		SCAG_REAP 2.0 CTC	750,750.00	-
GL	6010	20	0404	0414	52005		SCAG_REAP 2.0 CTC	-	-
GL	6010	20	0404	0415	52005		SCAG_REAP 2.0 CTC	290,498.00	-
GL	6010	20	0404	0416	52005		SCAG_REAP 2.0 CTC	513,381.00	-
GL	6001	25	0511	0227	52005		SCAG_REAP 2.0 HIPP Pilot	-	-
GL	6001	25	0511	0228	52005		SCAG_REAP 2.0 HIPP Pilot	-	-

Mairany Anaya

Steven Smith

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 24-1003130 MNS Engineers, Inc. CSS (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONTRACT NO. 24-1003130****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****MNS ENGINEERS, INC.****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 MNS Engineers, Inc. ("CONSULTANT"), whose address is 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103. 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 Categories 6, 7, 8, 10A and 10B of 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, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million Two Hundred Eighty-One Thousand Nine Hundred Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1<sup>st</sup>) for the term of the Contract.



- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

#### 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 reasonable discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 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>
Peter Minegar	Principal-in-Charge for Categories 6, 8, 10A, 10B
Emily Elliott	Contract Manager for Categories 6, 8, 10B
Trayci Nelson	Technical Manager for Categories 6, 8, 10B
Greg Jaquez	Grant Writing Manager for Category 7
Brandon Reyes	Transportation Principal for Category 10A

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain "tail" coverage or maintain continuous coverage for a minimum of five (5) years after Contract completion provided that such coverage is commercially available.

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

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

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits

and/or the primary commercial automobile liability policy limits, then the policy must include the following:

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds 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](mailto: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, SBCOG and its Entities, and their 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,

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

### **ARTICLE 23. ERRORS AND OMISSIONS**

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

### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

### **ARTICLE 25. SUBCONTRACTS**

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



## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
201 N. Calle Cesar Chavez, Suite 300	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Santa Barbara, CA 93103	<b>San Bernardino, CA 92410-1715</b>
Attn: Peter Minegar	<b>Attn: Mairany Anaya</b>
Email: pminegar@mnsengineers.com	<b>Email: manaya@gosbcta.com</b>
Phone: 951-541-3011	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Emily Elliot	<b>Copy: Procurement Manager</b>
Email: eelliot@mnsengineers.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 the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

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

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

#### **ARTICLE 36. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

42.1 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-----

DRAFT

Attachment: 3130 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**MNS ENGINEERS, INC., A  
CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Peter Minegar  
Vice President

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

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Miranda Patton  
Secretary

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

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

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

**CONCURRENCE**

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

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

Attachment: 3130 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003130 has been awarded for the following categories: 6, 7, 8, 10A and 10B.*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not



intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
  - Assist with project design and environmental permitting
  - Assist with cost estimate updates
  - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## 3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach
  - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at: <http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc...)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
  - Countywide Sidewalk Inventory Project Implementation
  - Countywide Long Range Transportation Plan (LRMTP) document review and implementation

- SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
  - Project level SB 743 VMT analysis and calculations
  - Local Hazard Mitigation Plans (LHMP) technical assistance
  - Other SBCTA generated plans and studies
  - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process
    - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
  - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
  - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
- Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes.
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
  - Provide technical training on various topics on COG and Planning
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others

- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
  - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG
  - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
  - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
  - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
  - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
  - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
  - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
  - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
  - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
  - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
  - Provide logistics support for SBCTA/SBCOG housing programs
  - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

Accelerate infill development that facilitates housing supply, choice, and affordability;  
 Affirmatively Further Fair Housing (AFFH); and  
 Reduce Vehicle Miles Traveled (VMT).



For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino

County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telework
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated
    - b. Optional ability (preference options)
  4. Financial System Interface – Key component of the app

- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
  - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
  - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best

- practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
    - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
    - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
  - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
  - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
  - d. The administrative plan should include:
    - i. Purpose and Structure

- ii. Member Jurisdiction Resolutions
  - iii. Establishment of Pipeline Projects with Prioritization
  - iv. Establishment of the Trust Programs
    - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
    - vi. Board of Directors with Membership Structure and Bylaws
    - vii. Budget/Funding/Membership Fees
    - viii. Staffing Needs Analysis
    - ix. Annual Reporting Procedures
  - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.

- b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
  - i. The funding provided by SCAG will:
    1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
    2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
    3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
    4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	



10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

### Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003130 has been awarded the following categories: 6, 7, 8, 10A and 10B.*

# 5 Section 5. Pricing



**Price List – Attachment B for:  
(Time and Materials)**

RFP No. 23-1003018




**GENERAL SBCTA/SBCOG SUPPORT  
Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community/Land Use Planning/ Public Outreach	\$ 260
Tracy Nelson	Technical Manager	Agency Staffing/Training	\$ 245
Marc Bierzinski	Principal Planner	Community/Land Use Planning	\$ 195
Shelah Riggs	Technical Manager	Environmental/ Regulatory Compliance	\$ 245
Greg Jaquez, PE	Technical Manager	Grant Writing	\$ 245

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

Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$
<b>TOTAL</b>	

Proposer MNS Engineers, Inc.

  
Signature of Authorized Person

November 29, 2023  
Date

Attachment: 3130 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

RFP No. 23-1003018

**GRANT WRITING/MANAGEMENT SERVICES**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Greg Jaquez, PE	Technical Manager	Grant Writing	\$ 245
Mary Zepeda, QSD/QSP, CPESC-IT	Principal Planner/Grant Writer	Grant Writing	\$ 195
Beth Reineke	Senior Planner/Grant Writer	Grant Writing	\$ 180
Taylor Gullikson	Associate Planner/Grant Writer	Grant Writing	\$ 150
Hollee Winegar		Grant Writing	\$ 245



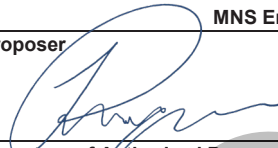
**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$

**TOTAL**

Proposer MNS Engineers, Inc.

Signature of Authorized Person 

November 29, 2023  
Date

Attachment: 3130 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**HOUSING/GENERAL PLAN/LOCAL PLANNING SUPPORT**

**Key Personnel**



Name	Classification/Title	Job Function	Hourly Rate
Peter Minegar, AICP	Principal In Charge	Principal In Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community Planning/ Public Outreach/ Housing	\$ 260
Tracy Nelson	Technical Manager	Community Planning/ Public Outreach/ Housing	\$ 245
Hollie Winegar, AICP	Technical Manager	Community Planning/ Public Outreach/ Housing	\$ 245
Renee Gleason	Principal Planner	Community Planning/ Public Outreach/ Housing	\$ 195
Baltazar Barrios	Associate Planner	Community Planning/ Public Outreach/ Housing	\$ 150
Ivana Velasco	Assistant Planner	Community Planning/ Public Outreach/ Housing	\$ 130

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$
	\$
	TOTAL

\_\_\_\_\_  
**MNS Engineers, Inc.**  
 Proposer

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_  
 November 29, 2023  
 Date

Attachment: 3130 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

RFP No. 23-1003018

**REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS**

**Key Personnel**



Name	Classification/Title	Job Function	Hourly Rate
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**10A. County Transportation Commission Partnership Program (CTCPP)**

Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Brandon Reyes, PE	Principal	Transportation Engineering	\$ 325
Shawn Kowalewski, PE	Senior Project Manager	Transportation Engineering	\$ 285
Michael Ip, PE, QSD/QSP	Principal Engineer	Transportation Engineering	\$ 280
Andy Chan, PE	Project Engineer	Transportation Engineering	\$ 200
Sam Potts, PE	Project Engineer	Transportation Engineering	\$ 200
Gabriel Do-Reynoso, PE	Project Engineer	Transportation Engineering	\$ 200
Albert Larios	Associate Engineer	Transportation Engineering	\$ 180
Caleb Frahm	Assistant Engineer	Transportation Engineering	\$ 165
Shelah Riggs	Technical Manager	Environmental Compliance/Housing	\$ 245

**10B. Subregional Partnership Program (SRP)**

Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community Planning/ Public Outreach/ Housing	\$ 260
Tracy Nelson	Technical Manager	Agency Staffing/Training	\$ 245
Marc Bierdzinski	Principal Planner	Community/Land Use Planning	\$ 195
Shelah Riggs	Technical Manager	Environmental Compliance/Housing	\$ 245
Hollee Winegar, AICP	Technical Manager	Land Use Planning/Training	\$ 245
Renee Gleason	Principal Planner	Environmental Compliance/Housing	\$ 195
Baltazar Barrios	Associate Planner	Community/Land Use Planning	\$ 150
Ivana Velasco	Assistant Planner	Community/Land Use Planning	\$ 130

**10F: Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)**

Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community Planning/ Public Outreach/ Housing	\$ 260
Tracy Nelson	Technical Manager	Agency Staffing/Training	\$ 245
Marc Bierdzinski	Principal Planner	Community/Land Use Planning	\$ 195
Shelah Riggs	Technical Manager	Environmental Compliance/Housing	\$ 245
Hollee Winegar, AICP	Technical Manager	Land Use Planning/Training	\$ 245
Renee Gleason	Principal Planner	Environmental Compliance/Housing	\$ 195
Baltazar Barrios	Associate Planner	Community/Land Use Planning	\$ 150
Ivana Velasco	Assistant Planner	Community/Land Use Planning	\$ 130

Attachment: 3130 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

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



Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$

\_\_\_\_\_  
**Proposer** MNS Engineers, Inc.

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
**Date** November 29, 2023

DRAFT

Attachment: 3130 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**General Contract Information**

Contract No: 24-1003133 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 03168 Vendor Name: MICHAEL BAKER INTERNATIONAL, INC.  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	1,701,829.00	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>1,701,829.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,701,829.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:	
								\$	\$	
								1,701,829.00	-	
GL	1035	20	0404	0000	52005		41200000	Sales Tax-LTF	100,000.00	-
GL	4180	20	0404	0000	52005		41100000	Sales Tax-MSI	100,000.00	-
GL	6001	25	0511	0225	52005		42905006	SCAG_REAP 2.0	700,000.00	-
GL	6001	25	0511	0226	52005		42905007	SCAG_REAP 2.0 HIPP Pilot	371,829.00	-
GL	6001	25	0511	0228	52005		42905007	SCAG_REAP 2.0 HIPP Pilot	230,000.00	-
GL	2910	25	0511	0000	52051		45001000	General Assessment Dues	95,000.00	-
GL	1020	10	0501	0000	52051		41100000	MSI Admin	105,000.00	-

Mairany Anaya

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:



**CONTRACT NO. 24-1003133****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****MICHAEL BAKER INTERNATIONAL, INC.****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 Michael Baker International, Inc. ("CONSULTANT"), whose address is 3536 Concours, Suite 100, Ontario, CA 91764. 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 Categories 1, 6, 7, 8, 10B, and 10D of 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, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1<sup>st</sup>) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 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.

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

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 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>
Dawn Wilson	Technical Lead for Category 1
Tamara Harrison	Technical Lead for Category 6
Justin Feek	Technical Lead for Categories 6 and 7
Dan Wery	Technical Lead for Category 8 and 10D
Surabhi Barbhaya	Technical Lead for Category 10B



## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 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, 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract
  - 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
  - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

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

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

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

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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds 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 provided, however, that SBCTA shall reimburse CONSULTANT for any additional premiums at actual cost to consultant. If change results in a reduction in insurance cost actual premium refund shall be returned to SBCTA

## **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, SBCOG and its Entities, and their 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, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

## **ARTICLE 23. ERRORS AND OMISSIONS**

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

## **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 25. SUBCONTRACTS**

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by

SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

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

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

## ARTICLE 31. PRECEDENCE

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

## ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
3536 Concoors, Suite 100	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor
Ontario, CA 91734	San Bernardino, CA 92410-1715
Attn: Alicia Gonzalez	Attn: Mairany Anaya
Email: <a href="mailto:Alicia.gonzalez@mbakerintl.com">Alicia.gonzalez@mbakerintl.com</a>	Email: <a href="mailto:manaya@gosbcta.com">manaya@gosbcta.com</a>
Phone: 909-974-4933	Phone: (909) 884-8276
2 <sup>nd</sup> Contact: Christopher Alberts	Copy: Procurement Manager
Email: <a href="mailto:calberts@mbakerintl.com">calberts@mbakerintl.com</a>	Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a>

## 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 the court specified in Article 29.

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

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

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

#### **ARTICLE 36. CONFIDENTIALITY**

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

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

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

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

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

**ARTICLE 39. DRUG FREE WORKPLACE**

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

**ARTICLE 40. ASSIGNMENT**

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

**ARTICLE 41. AMENDMENTS**

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

**ARTICLE 42. PREVAILING WAGES**

42.1 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: 3133 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**MICHAEL BAKER  
INTERNATIONAL, INC., A  
PENNSYLVANIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Christopher Alberts  
Vice President and Office  
Executive

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

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

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

**APPROVED AS TO FORM**

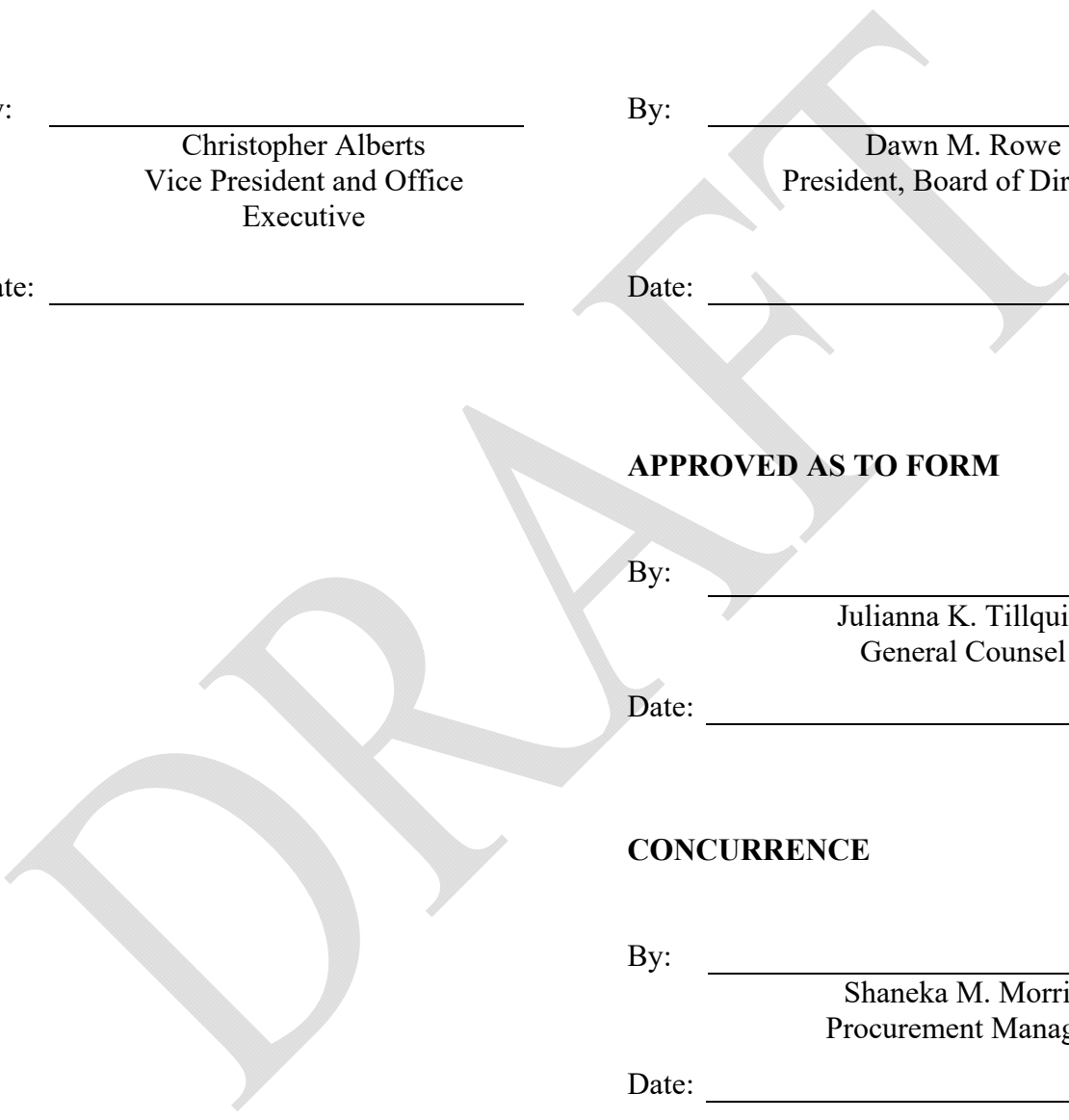
By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

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

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



Attachment: 3133 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**EXHIBIT “A”**  
**“SCOPE OF WORK”**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003133 has been awarded for the following categories: 1, 6, 7, 8, 10B and 10D.*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
  - Assist with project design and environmental permitting
  - Assist with cost estimate updates
  - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## 3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach
  - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc...)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
  - Countywide Sidewalk Inventory Project Implementation
  - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
    - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
    - Project level SB 743 VMT analysis and calculations
    - Local Hazard Mitigation Plans (LHMP) technical assistance
    - Other SBCTA generated plans and studies
  - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process
    - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
  - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
  - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
  - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
  - Provide technical training on various topics on COG and Planning
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others



- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
  - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
  - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
  - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
  - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
  - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
  - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
  - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
  - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
  - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
  - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
  - Provide logistics support for SBCTA/SBCOG housing programs
  - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

Accelerate infill development that facilitates housing supply, choice, and affordability;  
Affirmatively Further Fair Housing (AFFH); and  
Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telemwork
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated

- b. Optional ability (preference options)
  - 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
  - v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
  - vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
  - vii. “Go Live” with the System
  - viii. Reporting and Interaction with SBCTA and the System Evaluator
    - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.

- i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
    - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
  - d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
    - SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
      - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
      - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
  - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
  - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan



- d. The administrative plan should include:
    - i. Purpose and Structure
    - ii. Member Jurisdiction Resolutions
    - iii. Establishment of Pipeline Projects with Prioritization
    - iv. Establishment of the Trust Programs
      - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
      - vi. Board of Directors with Membership Structure and Bylaws
      - vii. Budget/Funding/Membership Fees
      - viii. Staffing Needs Analysis
      - ix. Annual Reporting Procedures
  - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to

- update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
  - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
  - c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.
- F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice
- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
    - i. The funding provided by SCAG will:
      1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
      2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
      3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
      4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	

10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

### Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003133 has been awarded the following categories: 1, 6, 7, 8, 10B and 10D.*

# 5 Price Proposal

## Key Personnel

Contract escalation for the hourly rates will be updated annually based on the U.S Bureau Labor of Statistics.

### Category 1: Active Transportation

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Dawn Wilson	Project Manager	Technical Lead/Task Mgr.	\$	250
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Ryan Zellers	Principal Planner	Active Transportation Advisor	\$	250
Surabhi Barbhaya	Senior Planner	Active Transportation Senior Planner	\$	185
Cameron Savoie	Planner	Active Transportation Planner	\$	140
Shannon Liska	Planner	Active Transportation Planner	\$	120
Hannah Kreitman	Planner	Active Transportation Planner	\$	120
<i>Engineering</i>				
Jacob Swim	Senior Engineer	Traffic Engineer/Task Mgr.	\$	165
Marlena Perez	Senior Engineer	Traffic Engineer/Task Mgr.	\$	205
Jordan Gray	Senior Engineer	Traffic Engineer/Task Mgr.	\$	165
Rachel Grant	Engineer	Traffic Engineer	\$	120

### Category 4: Sustainability Planning

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Ryan Henry	Project Manager	Habitat Cons. Technical Lead/Task Mgr.	\$	250
Surabhi Barbhaya	Project Manager	TOD Technical Lead/Task Mgr.	\$	185
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Peter Quintanilla	Principal Planner	TOD Planning Advisor	\$	210
Howard Blackson	Principal Planner	TOD Planning Advisor	\$	205
Kristin Szabo	Senior Planner	Habitat Cons. Senior Biologist	\$	185
Ryan Winkleman	Senior Planner	Habitat Cons. Senior Biologist	\$	185
Dino Serafini	Senior Planner	TOD Senior Planner	\$	185
Anisha Malik	Senior Planner	Habitat Cons. Senior Biologist	\$	185
Marisa Flores	Senior Planner	Habitat Cons. Senior Biologist	\$	175
Ryan Phaneuf	Planner	Biologist	\$	150
Cameron Savoie	Planner	TOD Planner	\$	140
<i>Engineering</i>				
Dawn Wilson	Senior Engineer	TOD Eng. Advisor	\$	250
Ryan Zellers	Senior Engineer	TOD Eng. Advisor	\$	250
Jordan Gray	Senior Engineer	Traffic Engineer/Task Mgr.	\$	165
Rachel Grant	Engineer	Traffic Engineer	\$	120

### Category 5: Climate Change and Adaptation Planning

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Zhe Chen	Project Manager	Technical Lead/Task Mgr.	\$	185
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Eddie Torres	Principal Planner	Principal CAP Advisor	\$	260
Darshan Shivaiah	Senior Planner	Senior Climate Change Specialist	\$	150
Tina Yuan	Planner	Climate Change Specialist	\$	120
Winnie Woo	Planner	Climate Change Specialist	\$	120

### Category 6: General SBCTA/SBCOG Staff Support

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Tamara Harrison	Project Manager	Technical Lead/Task Mgr.	\$	200
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Mike Yaffe	Principal Planner	Principal On-Call Planner	\$	250
Dino Serafini	Senior Planner	Senior On-Call Planner	\$	185
Surabhi Barbhaya	Senior Planner	Senior On-Call Planner	\$	185
Noelle Anderson	Senior Planner	Senior On-Call Planner	\$	165
Haide Aguirre	Senior Planner	Senior On-Call Planner	\$	155
Jon Braginton	Senior Planner	Senior On-Call Planner	\$	155

### Category 7: Grant Writing Management Services

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Justin Feek	Project Manager	Technical Lead/Task Mgr.	\$	250
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Rick Williams	Principal Planner	Principal Senior Grant Advisor	\$	200
Caleb Carpenter	Senior Planner	Senior Transit Planner	\$	155
Dino Serafini	Senior Planner	Senior Grant Specialist	\$	185
Katherine Wilde	Planner	Grant Specialist	\$	130
Clary Peralta Colon	Planner	Grant Specialist	\$	120

### Category 8: Housing/General Plan/Local Planning Support

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Dan Wery	Project Manager	Technical Lead/Task Mgr.	\$	220
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Surabhi Barbhaya	Senior Planner	Gen./Local Plan Senior Planner	\$	185

Haide Aguirre	Senior Planner	Housing Planning Senior Planner	\$	155
Noelle Anderson	Senior Planner	Gen./Local Plan Senior Planner	\$	165
Cameron Savoie	Planner	Hous./Gen./Local Plan Planner	\$	140
Shannon Liska	Planner	Hous./Gen./Local Plan Planner	\$	120
Hannah Kreitman	Planner	Hous./Gen./Local Plan Planner	\$	120
Cristina Trevizo	Planner	Hous./Gen./Local Plan Planner	\$	120

### Category 10: REAP 2.0 Programs

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Surabhi Barbhaya	Project Manager	10B Technical Lead/Task Mgr.	\$	185
Dan Wery	Project Manager	10D Technical Lead/Task Mgr.	\$	220
Noelle Anderson	Project Manager	10F Technical Lead/Task Mgr.	\$	165
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Peter Quintanilla	Principal Planner	Planning Advisor	\$	215
Haide Aguirre	Senior Planner	Senior Planner– 10B, 10D, and 10F	\$	155
Cameron Savoie	Planner	Planner – 10B, 10D, and 10F	\$	140
Casey Marchese	Planner	Planner – 10B, 10D, and 10F	\$	120
Shannon Liska	Planner	Planner – 10B, 10D, and 10F	\$	120
Hannah Kreitman	Planner	Planner – 10B, 10D, and 10F	\$	120
Cristina Trevizo	Planner	Planner – 10B, 10D, and 10F	\$	120

### Value Added Services

Name	Classification/Title	Job Function	Hourly Rate	
<i>GIS</i>				
Rick Hendrickson	Senior Planner	Technical Lead/Task Mgr.	\$	185
Connor Lance	Planner	GIS Specialist	\$	120
Kevin Oliver	Planner	GIS Specialist	\$	120
Branden Belajac	Planner	GIS Specialist	\$	120
Jeff Karamzin	Planner	GIS Specialist	\$	120
<i>ADA Compliance</i>				
Dan Wery	Project Manager	Technical Lead/Task Mgr.	\$	220
Jennifer Flint	Senior Planner	ADA Senior Planner	\$	185
Amanda Johnson	Planner	ADA Planner	\$	120
Hilary Heidenreich	Project Controls	ADA Production/Graphics Support	\$	140
Thea Carrol	Project Controls	ADA Production/Graphics Support	\$	140
<i>CEQA/NEPA</i>				
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC; CEQA Advisor	\$	260
Bob Stark	Principal Planner	CEQA Principal	\$	250
Elizabeth Meyerhoff	Project Manager	Senior CEQA Project Mgr.	\$	200
Nicole Marotz	Senior Planner	Senior CEQA Specialist	\$	185
<i>Data Collection</i>				
Rick Hendrickson	Senior Planner	Technical Lead/Task Mgr.	\$	185
Jonathan Perez	Senior Planner	Technical Lead/Task Mgr.	\$	175
<i>Junior and Production Staff</i>				
Haley Walker	Planner	CEQA Planner	\$	120

Emily Edgington	Planner	CEQA Planner/Biologist	\$	120
Ana Cotham	Project Controls	Formatting/Word Processing	\$	120
<i>Graphic Support</i>				
Jeanette Cappiello	Project Controls	Production/Graphics Support	\$	140
Hilary Heidenreich	Project Controls	Production/Graphics Support	\$	140
Jenny Gutierrez	Project Controls	Production/Graphics Support	\$	125
<i>Communications/Engagement</i>				
Surabhi Barbhaya	Project Manager	Communications Project Mgr.	\$	185
Noelle Anderson	Project Manager	Communications Project Mgr.	\$	165
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC; Outreach Advisor	\$	260

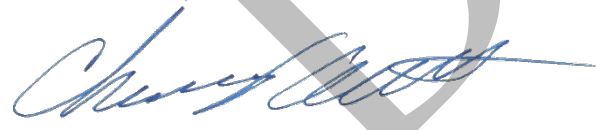
**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
8.5x11 b/w	\$ .04	\$ EA
8.5x11 color	\$ .17	\$ EA
11x17 b/w	\$ .08	\$ EA
11x17 color	\$ .34	\$ EA
Full Size Plotting	\$ At cost	\$ Per SF
Outside Vendor Reprographics	\$ At Cost	\$
Mileage	\$ At Current Federal Rate	\$
Per Diem (Hotel & Incidentals)	\$ At Current Federal Rate	\$
Air Travel	\$ At Cost	\$
Certified Mailing	\$ At Cost	\$
Non-Standard/Specialized Software	\$ At Cost	\$
Non-Standard/Specialized Equipment	\$ At Cost	\$
Other Public Meeting Costs (venue rental, food, etc.)	\$ At Cost	\$

Michael Baker International

Proposer



Signature of Authorized Person

December 1, 2023

Date

Attachment: 3133 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**General Contract Information**

Contract No: 24-1003135 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 03992 Vendor Name: PLACEWORKS, INC  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	258,333.00	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>258,333.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>258,333.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A N/A Prevailing Wage: N/A  
 Total Contract Funding: \$ 258,333.00 Total Contingency: \$ -  

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding	Total Contingency
GL: 1035	20	0404	0000	52005	41200000		Sales Tax-LTF	258,333.00	-

Mairany Anaya Steve Smith  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: 24-1003135 PlaceWorks CSS (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONTRACT NO. 24-1003135****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****PLACEWORKS****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 PlaceWorks (“CONSULTANT”), whose address is 3 MacArthur Place Suite 1100, Santa Ana, CA 92707 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 Categories 4, 5 and 8 of 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, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars \$23,281,950. All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July, (i.e. July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain

number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.

- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 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.

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

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 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>
Colin Drukker	Principal
Tammy L. Seale	Principal
Karen Gulley	Managing Principal
Mark Hoffman	Associate Principal
Alan Loomis	Principal
Jennifer Gastelum	Principal
Wendy Nowak	Principal

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract
  - 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
  - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included

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

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits

and/or the primary commercial automobile liability policy limits, then the policy must include the following:

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.

21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds 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, SBCOG and its Entities, and their 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,

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

### **ARTICLE 23. ERRORS AND OMISSIONS**

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

### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

### **ARTICLE 25. SUBCONTRACTS**

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

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
3 MacArthur Place Suite 1100	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Santa Ana, CA 92707	<b>San Bernardino, CA 92410-1715</b>
Attn: Colin Drukker	<b>Attn: Mairany Anaya</b>
Email: cdrukker@placeworks.com	<b>Email: manaya@gosbcta.com</b>
Phone: 714-966-9220	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Karen Gulley	<b>Copy: Procurement Manager</b>
Email: kgulley@placeworks.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 the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

**ARTICLE 35. REVIEW AND ACCEPTANCE**

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

**ARTICLE 36. CONFIDENTIALITY**

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA, however, in no event shall SBCTA prevent any disclosure of information when such disclosure is required in response to a valid subpoena or court order. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

**ARTICLE 37. EVALUATION OF CONSULTANT**

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

**ARTICLE 38. SAFETY**

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

**ARTICLE 39. DRUG FREE WORKPLACE**

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

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

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

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

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

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

42.1 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.

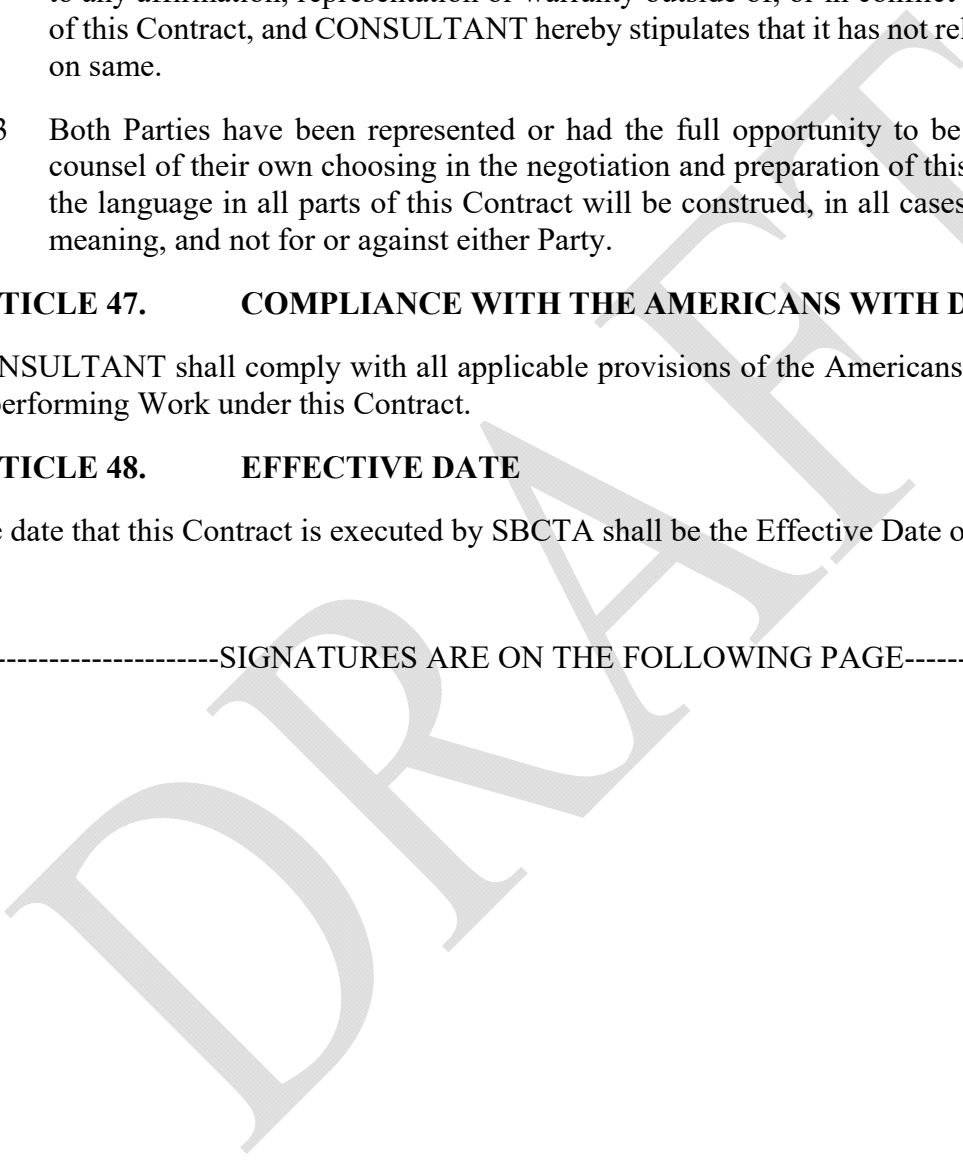
**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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: 3135 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

**PLACEWORKS, A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Kara Kosel  
Vice President

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

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

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

**APPROVED AS TO FORM**

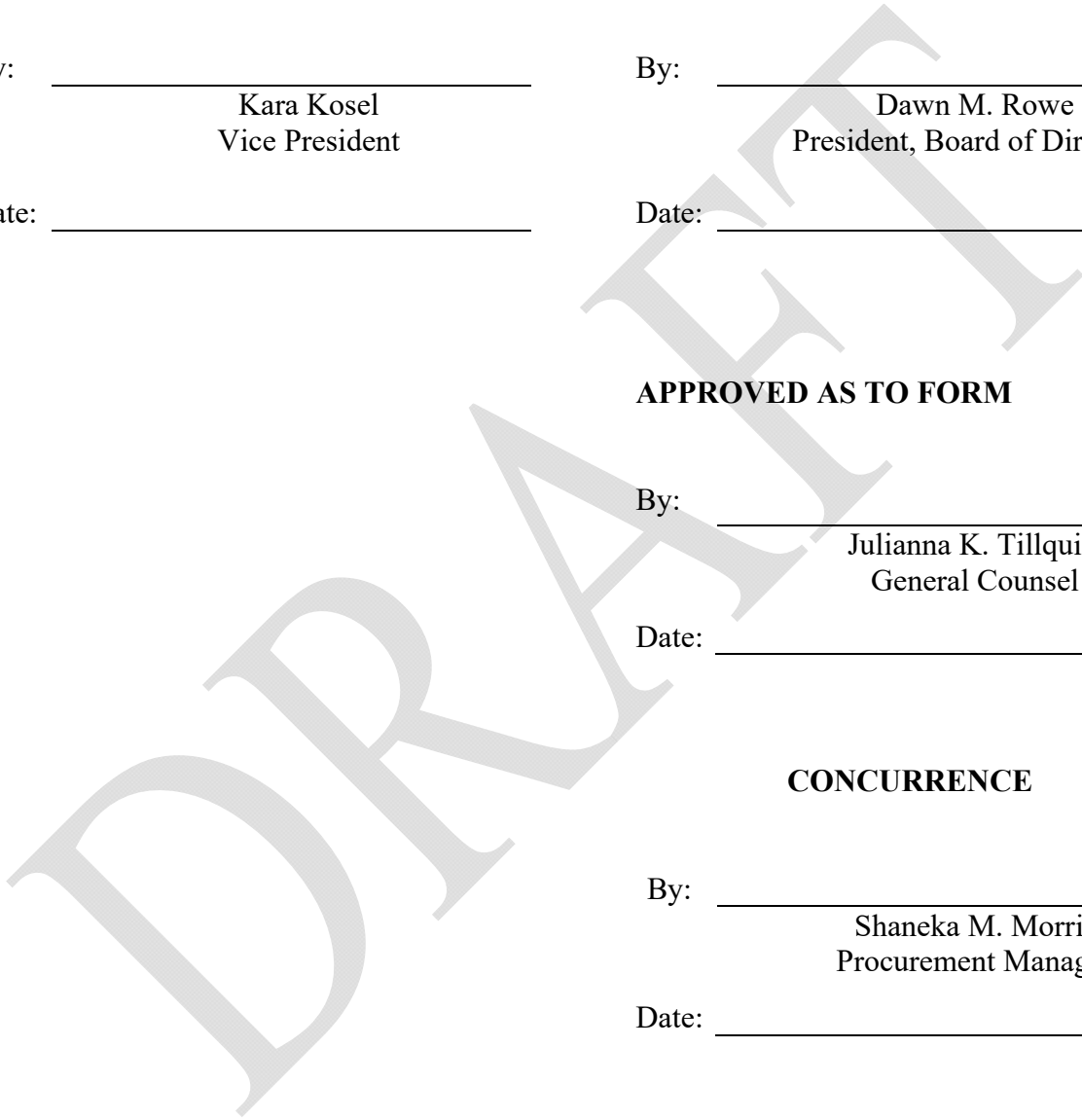
By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

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

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



Attachment: 3135 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003135 has been awarded for the following categories: 4, 5, and 8.*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
  - Assist with project design and environmental permitting
  - Assist with cost estimate updates
  - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## 3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach
  - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
  - Countywide Sidewalk Inventory Project Implementation
  - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
    - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
    - Project level SB 743 VMT analysis and calculations
    - Local Hazard Mitigation Plans (LHMP) technical assistance
    - Other SBCTA generated plans and studies
  - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process
    - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
  - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
    - Assist with the implementation of strategies based on recommendations developed by



- the regional plan, including actions in ISC3
    - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
  - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
  - Provide technical training on various topics on COG and Planning
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans.
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
  - Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a

communication structure for future collaboration

- Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important

- legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
  - Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
  - Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)
- 9) Project Management and Controls
- Provide project management to Planning and COG projects
  - Complete reporting and invoicing requirements for grants received and projects
  - Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
  - Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
  - Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget
- 10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the

SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)

3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

## b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate

to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telemarketing
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated
    - b. Optional ability (preference options)
  4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers

- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
  - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
  - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.



- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
      - d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
        - SBCOG’s consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
          - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
          - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
  - a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
  - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
  - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
  - d. The administrative plan should include:
    - i. Purpose and Structure
    - ii. Member Jurisdiction Resolutions
    - iii. Establishment of Pipeline Projects with Prioritization
    - iv. Establishment of the Trust Programs

- v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
  - vi. Board of Directors with Membership Structure and Bylaws
  - vii. Budget/Funding/Membership Fees
  - viii. Staffing Needs Analysis
  - ix. Annual Reporting Procedures
  - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
  - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).

- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.

i. The funding provided by SCAG will:

1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEJ)	

### **Task Order Approach**

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

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**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003135 has been awarded the following categories: 4, 5, and 8.*



**EXHIBIT B - Price List for:  
(Time and Materials)**

**RFP No. 23-1003018**

**SUSTAINABILITY PLANNING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	See attached*	\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
	Senior Planner		\$
	Planner		\$
Engineering	Senior Engineer		\$
	Engineer		\$

\*Per the answer to question 6.1, at our discretion we are including pricing for all proposed personnel; PlaceWorks' Classifications/Titles do not match the ones provided in the table above, so we have attached our current rate sheet showing titles of all proposed personnel and their respective rates.

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
See attached	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>TOTAL</b>	\$	\$

PlaceWorks

Proposer

Signature of Authorized Person

Colin Drukker | Principal

11-30-2023

Date

We understand that per SBCTA RFP No. 23-1003018, Addendum 4: Final Price Sheets (cover sheet), "Contract escalation will based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s)."



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**CLIMATE CHANGE AND ADAPTATION PLANNING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate	
Project Management	Project Manager	See attached*	\$	
	Project Controls (Scheduler/Estimator)		\$	
	Administrative Manager		\$	
Planning	Principal Planner		\$	
	Senior Planner		\$	
	Planner		\$	
Engineering	Senior Engineer		\$	
	Engineer		\$	

\*Per the answer to question 6.1, at our discretion we are including pricing for all proposed personnel; PlaceWorks' Classifications/Titles do not match the ones provided in the table above, so we have attached our current rate sheet showing titles of all proposed personnel and their respective rates.

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost		Estimated Budget Amount	
See attached	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
<b>TOTAL</b>			\$	

PlaceWorks

Proposer

Signature of Authorized Person

Colin Drukker | Principal

11-30-2023

Date

We understand that per SBCTA RFP No. 23-1003018, Addendum 4: Final Price Sheets (cover sheet), "Contract escalation will based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s)."



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**HOUSING/GENERAL PLAN/LOCAL PLANNING SUPPORT**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	See attached*	\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
	Senior Planner		\$
	Planner		\$
Engineering	Senior Engineer		\$
	Engineer		\$

\*Per the answer to question 6.1, at our discretion we are including pricing for all proposed personnel; PlaceWorks' Classifications/Titles do not match the ones provided in the table above, so we have attached our current rate sheet showing titles of all proposed personnel and their respective rates.

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
See attached	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>TOTAL</b>	\$	\$

PlaceWorks

Proposer

Colin Drukker | Principal

11-30-2023

Signature of Authorized Person

Date

We understand that per SBCTA RFP No. 23-1003018, Addendum 4: Final Price Sheets (cover sheet), "Contract escalation will based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s)."





**PlaceWorks – 2024 Standard Fee Schedule**

<b>Staff Level</b>	<b>Hourly Bill Rate</b>
Principal	\$210-\$365
Associate Principal	\$195-\$295
Senior Associate II	\$170-\$280
Senior Associate I	\$160-\$235
Associate II	\$135-\$205
Associate I	\$125-\$190
Project Planner	\$105-\$165
Planner	\$90-\$180
Graphics Specialist	\$90-\$165
Administrator	\$145-\$210
Clerical/Word Processing/Technical Editor	\$45-\$160
Intern	\$80-\$125

Subconsultants are billed at cost plus 10%. Mileage reimbursement at current IRS Rate.  
 Contract escalation will based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s).

2024-TempFeeSch\_11-20-23

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Attachment: 3135 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



## Document Reproduction and Other Direct Costs

Item	Cost	Unit
Mileage		at current IRS reimbursement rate
Postage		at cost
Black/White Copies, Scans & Prints	\$0.10	per side of 8½" x 11" paper
Color Copies, Scans & Prints	\$0.80	per side of 8½" x 11" paper
Large Scale Scanning	\$4.00	per square foot
Black/White Plotting	\$0.75	per square foot
Color Plotting	\$10.00	per square foot
Flash Drives	\$5.00	each
Urban Footprint	\$500.00	each use/project
PA System	\$100.00	each PA system/project/day
Microphone Rental	\$25.00	each microphone/project/day
Noise Equipment Fee	\$200.00	each noise monitor/project
AERMOD Software	\$200.00	each use/project
Survey Monkey	\$300.00	each user/project/year
Survey Monkey (Premium Account-No Advertising)	\$1,500.00	each user/project/year
Website Hosting and Management	\$420.00	each project/year (add-ons billed at cost)
Traffic Analysis Software	\$200.00	each use/project
SoundPlan Software	\$500.00	each use/project
Tablet	\$75.00	each tablet/project/day
LCD Screen	\$100.00	each LCD screen/project/day
Projector	\$175.00	each projector/project/day
Projector Screen (Premium)	\$250.00	each premium project screen/project/day
Projector Screen (Regular)	\$150.00	each regular projector screen/project/day
GIS Software - Minor Use on a Project	\$100.00	per project
GIS Software - GIS Contracts	\$150.00	per project
GIS Software - Major Use on a Project	\$300.00	per project
iPad Podium	\$50.00	each podium/project/day
Digital Camera	\$50.00	each camera/project/day
Laptop	\$125.00	each laptop/project/day
Easel	\$20.00	each easel/project/day
EMF Meter	\$150.00	each EMF meter/project/day
Light Meter	\$150.00	each light meter/project/day
Cart	\$35.00	each cart/project/day
Chairs	\$50.00	each chair/project/day
Tables	\$75.00	each table/project/day
Sand Bags	\$75.00	each sand bag/project/day
Easy-Up Outdoor Tent	\$75.00	each tent/project/day

ODCs 01-09-23

**General Contract Information**

Contract No: 23-1003018 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 03053 Vendor Name: DUDEK  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	7,914,928.00	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>7,914,928.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>7,914,928.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_

NHS: N/A Prevaling Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$	\$
GL	1035	20	0404	0000	52005		41200000	441,667.00	-
GL	1035	20	0404	0000	52050		41200000	500,000.00	-
GL	4180	20	0404	0000	52005		41100000	300,000.00	-
GL	6001	25	0511	0224	52005		42905006	674,765.00	-
GL	6001	25	0511	0225	52005		42905006	630,325.00	-
GL	6001	25	0511	0226	52005		42905007	118,171.00	-
GL	6001	25	0511	0231	52005		42909023	5,000,000.00	-
GL	2810	15	0702	0000	52050		42212001	250,000.00	-

Mairany Anaya

Project Manager (Print Name)

Steven Smith

Task Manager (Print Name)

Additional Notes:

Attachment: 23-1003018 Dudek CSS (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONTRACT NO. 23-1003018****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****DUDEK****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 Dudek (“CONSULTANT”), whose address is 605 Third Street, Encinitas, CA 92024. 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 Categories 4, 5, 6, 8, 9, 10B, 10C and 10D of 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, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of (July 1, 2024), and shall be applied each (July, i.e. July 1<sup>st</sup>) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain

number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.

- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 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.

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

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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



immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 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>
Asha Bleier	Contract Manager and Task Lead, Category 6 and 9
Michael Howard	Task Lead, Category 4
Gaurav Srivastava	Task Lead, Category 4
Rose Newberry	Task Lead, Category 5
Erika Van Sickel	Task Lead, Category 8
Elizabeth Dickson	Task Lead, Category 10B, 10C, 10D.

## **ARTICLE 16. REPRESENTATIONS**

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

## **ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract
  - CONSULTANT shall secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion. CONSULTANT can meet this requirement by securing an extended reporting period endorsement

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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- 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, premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
  - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable

A Certificate of insurance clearly listing all endorsements that is signed by the broker must be included. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits

and/or the primary commercial automobile liability policy limits, then the policy must include the following:

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:



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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage or carrier equivalent for General Liability and Auto coverage,, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds 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', 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](mailto: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, SBCOG and its Entities, and their 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, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

### **ARTICLE 23. ERRORS AND OMISSIONS**

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

### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

### **ARTICLE 25. SUBCONTRACTS**

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

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

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

## ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
605 Third Street	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Encinitas, CA 92024	<b>San Bernardino, CA 92410-1715</b>
Attn: Asha Bleier	<b>Attn: Mairany Anaya</b>
Email: <a href="mailto:ableier@dudek.com">ableier@dudek.com</a>	<b>Email: manaya@gosbcta.com</b>
Phone: 760-479-4858	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Joseph Monaco	<b>Copy: Procurement Manager</b>
Email: <a href="mailto:jmonaco@dudek.com">jmonaco@dudek.com</a>	<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 the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

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

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

#### **ARTICLE 36. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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



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

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

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

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

42.1 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.

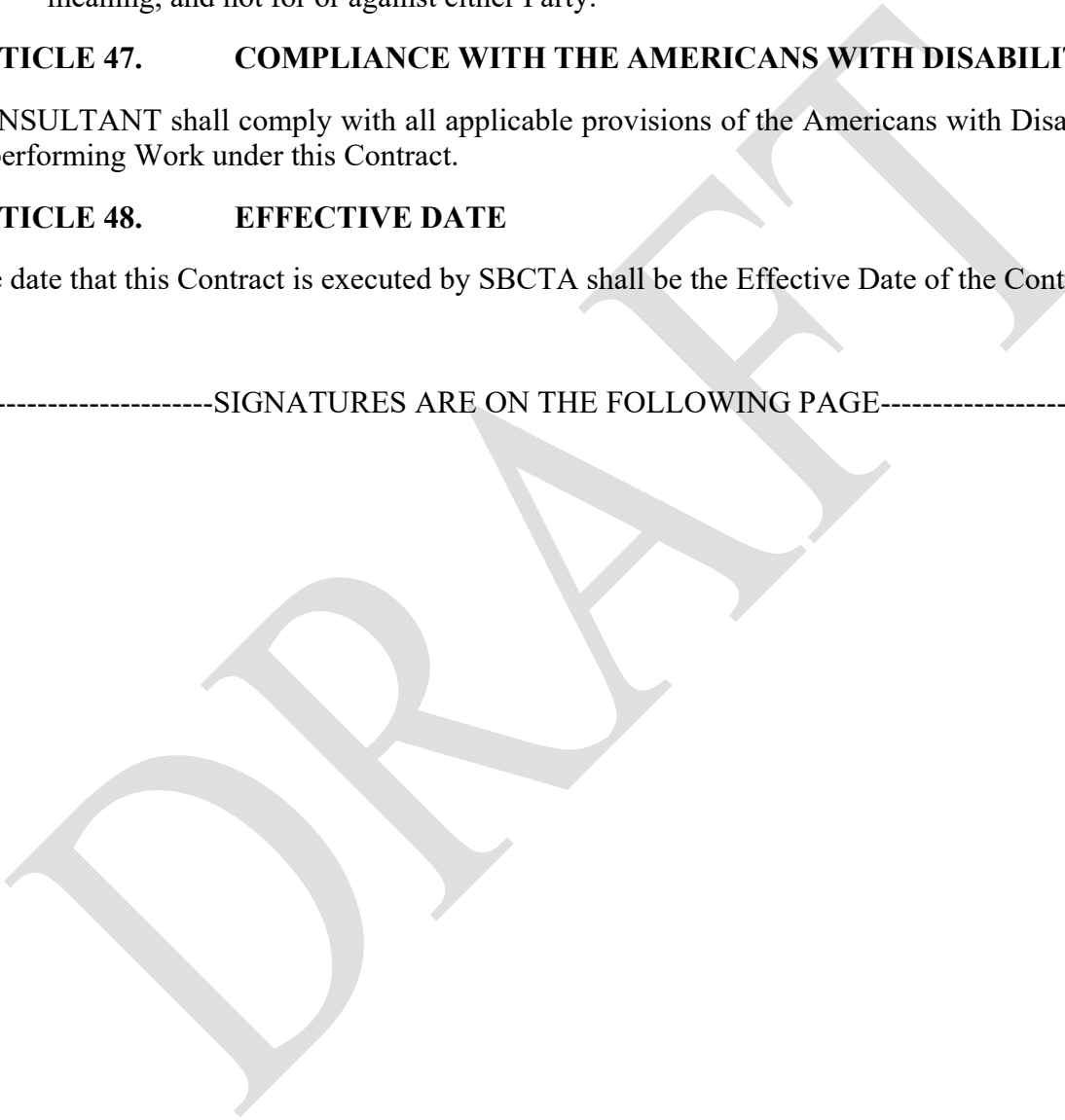
**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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-----



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

**DUDEK, A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Joseph Monaco  
President and Chief Executive Officer

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

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Amy M. Paul  
Secretary/General Counsel

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

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

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

**CONCURRENCE**

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

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

**EXHIBIT "A"**  
**"SCOPE OF WORK"**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 23-1003018 has been awarded for the following categories: 4, 5, 6, 8, 9, 10B, 10C and 10D.*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County

- Assist with project design and environmental permitting
- Assist with cost estimate updates
- Assist with outreach
- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach

- Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at: <http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)
  - Assist with the implementation of the action items in the plan
  - Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS



- project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
- Countywide Sidewalk Inventory Project Implementation
  - Countywide Long Range Transportation Plan (LRMTP) document review and implementation
  - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
  - Project level SB 743 VMT analysis and calculations
  - Local Hazard Mitigation Plans (LHMP) technical assistance
  - Other SBCTA generated plans and studies
- Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 3) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process

- Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)
  - Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
  - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE

- related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
  - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
  - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
  - Provide technical training on various topics on COG and Planning.
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans.
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions,

- chambers of commerce, small businesses and others
- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
  - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
  - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
  - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
  - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
  - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
  - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
  - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
  - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
  - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
  - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
  - Provide logistics support for SBCTA/SBCOG housing programs
  - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review

- process
- Monitor, attend, and participate in meetings with partner entities as necessary
  - Monitor housing related legislation in California and provide presentations on important legislation
  - Assist with administrative work related to SBCTA/SBCOG involved housing programs
  - Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
  - Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)
- 9) Project Management and Controls
- Provide project management to Planning and COG projects
  - Complete reporting and invoicing requirements for grants received and projects
  - Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
  - Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
  - Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget
- 10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino



County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telework
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated
    - b. Optional ability (preference options)
  4. Financial System Interface – Key component of the app

- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
  - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
  - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best

- practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
- i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
  - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
  - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
  - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
  - d. The administrative plan should include:
    - i. Purpose and Structure

- ii. Member Jurisdiction Resolutions
  - iii. Establishment of Pipeline Projects with Prioritization
  - iv. Establishment of the Trust Programs
    - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
    - vi. Board of Directors with Membership Structure and Bylaws
    - vii. Budget/Funding/Membership Fees
    - viii. Staffing Needs Analysis
    - ix. Annual Reporting Procedures
  - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.

- b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
  - i. The funding provided by SCAG will:
    1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
    2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
    3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
    4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	

10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEJ)	

### Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

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**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 23-1003018 has been awarded the following categories: 4, 5, 6, 8, 9, 10B, 10C, and 10D.*

Please see attached for full staff rate sheets with Dudek Classifications/Titles, contract job functions, and hourly rates.



Price List – Attachment B for:  
(Time and Materials)

RFP No. 23-1003018

### SUSTAINABILITY PLANNING

#### Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
Mike Howard	Administrative Manager	Habitat Conservation Task Lead	\$ 285
Planning	Principal Planner		\$
Gaurav Srivastava, AICP	Senior Planner	TOD, Corridor Planning Task Lead	\$ 245
Catherine Saez, AICP	Planner	TOD, Corridor Planning Support	\$ 210
Engineering	Senior Engineer		\$
Curtis Battle	Engineer	Habitat Conservation Support	\$ 170

Melissa Blundell	Engineer	Habitat Conservation Support	\$185
Anna Cassidy	Biologist	Habitat Conservation Support	\$195
Megan Enright	Biologist	Habitat Conservation Support	\$285
Stephen Cook - Intersecting Metrics	Subconsultant	TOD, Corridor Planning Support	\$200

**Other Direct Cost Schedule (ODC)** Dale Domingo - Intersecting Metrics Project Manager TOD Corridor Planning Support \$150

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/mile	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
	<b>TOTAL</b>	<b>\$ TBD</b>

Dudek  
Proposer

  
Signature of Authorized Person

12/1/2023  
Date





**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**CLIMATE CHANGE AND ADAPTATION PLANNING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate	
Project Management	Project Manager		\$	
	Project Controls (Scheduler/Estimator)		\$	
	Administrative Manager		\$	
Planning	Principal Planner		\$	
Rose Newberry, AICP WEDG	Senior Planner	Task Lead	\$	195
Jennifer Reed	Planner	Support	\$	175
Engineering	Senior Engineer		\$	
	Engineer		\$	

Sarah Halterman	Planner	Support	\$175
Henry Eckhold	Planner	Support	\$145
Michael Hendrix - Michael Hendrix Consulting	Subconsultant	Support	\$195

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (at current IRS allowable rates)	\$	0.65/hr	\$	TBD
Meals and Incidentals	\$	74/day	\$	TBD
Lodging	\$	227/day	\$	TBD
	\$		\$	
<b>TOTAL</b>			\$	TBD

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Proposer

  
Signature of Authorized Person

12/1/2023

Date



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**GENERAL SBCTA/SBCOG SUPPORT**

**Key Personnel**

Classification/Title	Job Function	Hourly Rate	
Project Manager	Task Lead	\$	285
Project Controls (Scheduler/Estimator)		\$	
Administrative Manager		\$	
Principal Planner	Support	\$	185
Senior Planner	Support	\$	195
Planner	Support	\$	165
Senior Engineer		\$	
Engineer		\$	

Planner Support \$115  
 Planner Support \$145

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (at current IRS allowable rates)	\$	0.65/hr	\$	TBD
Meals and Incidentals	\$	74/day	\$	TBD
Lodging	\$	227/day	\$	TBD
	\$		\$	
	<b>TOTAL</b>		\$	<b>TBD</b>

Dudek

Proposer

Signature of Authorized Person

12/1/2023

Date

Attachment: 3018 - Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**GRANT WRITING/MANAGEMENT SERVICES**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
Jane Gray	Senior Planner	Task Lead	\$ 285
Madelyn Murray	Planner	Support	\$ 145
Engineering	Senior Engineer		\$
	Engineer		\$

Maryse Suppiger                      Planner                      Support                      \$165


**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
<b>TOTAL</b>		<b>\$ TBD</b>

Dudek

Proposer

  
Signature of Authorized Person

12/1/2023

Date



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**HOUSING/GENERAL PLAN/LOCAL PLANNING SUPPORT**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
<b>Project Management</b>	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
<b>Planning</b>	Principal Planner		\$
Erika Van Sickel	Senior Planner	Task Lead	\$ 185
Elizabeth Dickson, AICP	Planner	Support	\$ 195
<b>Engineering</b>	Senior Engineer		\$
Andy Pendoley	Engineer	Support (subconsultant)	\$ 200
Laurie Grover, AICP	Planner	Support	\$185
Grant Sles	Planner	Support	\$115
Claudia Tedford - CityPlace Planning	Subconsultant	Support	\$160
Patricia Bluman - CityPlace Planning	Subconsultant	Support	\$140
Katie Matchett - CityPlace Planning	Subconsultant	Support	\$120

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
<b>TOTAL</b>		\$ TBD

Dudek

Proposer

  
Signature of Authorized Person

12/1/2023

Date



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**PROJECT MANAGEMENT AND CONTROLS**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
Asha Bleier, AICP	Senior Planner	Task Lead	\$ 285
Mike Howard	Planner	Support	\$ 285
Engineering	Senior Engineer		\$
Gaurav Srivastava, AICP	Engineer	Support	\$ 245

Rose Newberry, AICP WEDG Planner Support \$195

**Other Direct Cost Schedule (ODC)** Jane Gray - Planner-Support \$285

Erika Van Sickle-Planner-Support \$185

**All ODC's are to be proposed at cost-without mark-ups..** Elizabeth Dickson, AICP-Planner-Support \$195

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ \$0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
<b>TOTAL</b>		<b>\$ TBD</b>

Dudek

Proposer

Signature of Authorized Person

12/1/2023

Date

Attachment: 3018 - Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
Elizabeth Dickson, AICP	Senior Planner	Task Lead	\$ 195
Rose Newberry, AICP WEDG	Planner	Support	\$ 195
Engineering	Senior Engineer		\$
Greg Ripperger, PE	Engineer	Support	\$ 265

Grant Sles	Planner	Support	\$115
Stephen Cook - Intersecting Metrics	Subconsultant	Support	\$200
Josh Rothwell - Eco Minded Solutions	Subconsultant	Support	\$245
John Heckel - Eco Minded Solutions	Subconsultant	Support	\$195

**Other Direct Cost Schedule (ODC)** Sarah Rothwell - Eco Minded Solutions - Subconsultant -Task Specialist \$150

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
<b>TOTAL</b>		<b>\$ TBD</b>

Dudek

Proposer

  
Signature of Authorized Person

12/1/2023

Date

## Staff Rates for All Categories

Name	Classification/Title	Job Function	Hourly Rate
<b>CATEGORY 4 – SUSTAINABILITY PLANNING</b>			
Mike Howard	Project Director, Environmental/Biologist V	Habitat Conservation Task Lead	\$285
Gaurav Srivastava, AICP	Senior Specialist IV/Urban Designer VI	TOD, Corridor Planning Task Lead	\$245
Curtis Battle	GIS Analyst IV/GIS Analyst IV	Habitat Conservation Support	\$170
Melissa Blundell	Specialist IV/Biologist III	Habitat Conservation Support	\$185
Anna Cassady	Specialist V/As-Needed Biologist III	Habitat Conservation Support	\$195
Megan Enright	Project Director, Environmental/Biologist V	Habitat Conservation Support	\$285
Catherine Saez, AICP	Senior Specialist I/Urban Designer V	TOD, Corridor Planning Support	\$210
Stephen Cook <i>Intersecting Metrics</i>	Principal	TOD, Corridor Planning Support	\$200
Dale Domingo <i>Intersecting Metrics</i>	Project Manager	TOD Corridor Planning Support	\$150
<b>CATEGORY 5 – CLIMATE CHANGE AND ADAPTATION</b>			
Rose Newberry, AICP, WEDG	Specialist V/Planner IV	Task Lead	\$195
Jennifer Reed	Senior Specialist III/Air Resources Specialist V	Support	\$175
Sarah Halterman	Specialist III/Air Resource Specialist III	Support	\$175
Henry Eckold	Specialist I	Support	\$145
Michael Hendrix <i>Michael Hendrix Consulting</i>	Principal	Support	\$195
<b>CATEGORY 6 – GENERAL SBCTA/SBCOG STAFF SUPPORT</b>			
Asha Bleier, AICP	Project Director, Environmental/ PUD Practice Director	Task Lead	\$285
Erika Van Sickle	Specialist IV/Planner III	Support	\$185
Elizabeth Dickson, AICP	Specialist V/Planner IV	Support	\$195
Carolyn Groves	Specialist II/Planner II	Support	\$165
Grant Sles	Analyst II/Planner I	Support	\$115
Henry Eckold	Specialist I/Planner II	Support	\$145

## Staff Rates for All Categories

Name	Classification/Title	Job Function	Hourly Rate
<b>CATEGORY 7 – GRANT WRITING/MANAGEMENT SERVICES</b>			
Jane Gray	Project Director, Environmental/Planner VI	Task Lead	\$285
Madelyn Murray	Specialist I/Planner II	Support	\$145
Maryse Suppiger	Specialist II/Planner II	Support	\$165
<b>CATEGORY 8 – HOUSING GENERAL PLAN/LOCAL PLANNING SUPPORT</b>			
Erika Van Sickel	Specialist IV/Planner III	Task Lead	\$185
Elizabeth Dickson, AICP	Specialist V/Planner IV	Support	\$195
Laurie Grover, AICP	Specialist IV/Planner III	Support	\$185
Grant Sles	Analyst II/Planner I	Support	\$115
<i>CityPlace Planning</i>		Support	
<i>Pendoley Strategies &amp; Communications</i>	Outreach and Facilitation Specialist	Support	\$200
<b>CATEGORY 9 – PROJECT MANAGEMENT AND CONTROLS</b>			
Asha Bleier, AICP, LEED AP BD+C	Project Director, Environmental/ PUD Practice Director	Task Lead	\$285
Mike Howard	Project Director, Environmental/Biologist V	Support	\$285
Gaurav Srivastava, AICP	Senior Specialist IV/Urban Designer VI	Support	\$245
Rose Newberry, AICP, WEDG	Specialist V/Planner IV	Support	\$195
Jane Gray	Project Director, Environmental/Planner VI	Support	\$285
Erika Van Sickel	Specialist IV/Planner III	Support	\$185
Elizabeth Dickson, AICP	Specialist V/Planner IV	Support	\$195
<b>CATEGORY 10 – REGIONAL EARLY ACTION PLANNING (REAP) 2.0 PROGRAMS</b>			
Elizabeth Dickson, AICP	Specialist V/Planner IV	Task Lead	\$195
Laurie Grover, AICP	Specialist IV/Planner III	Support	\$185
Rose Newberry, AICP WEDG	Specialist V/Planner IV	Support	\$195
Greg Ripperger, PE	Project Manager/Engineering	Support	\$255
Grant Sles	Analyst II/Planner I	Support	\$115
Stephen Cook <i>Intersecting Metrics</i>	Principal	Support	\$200



## Staff Rates for All Categories

Name	Classification/Title	Job Function	Hourly Rate
Dale Domingo <i>Intersecting Metrics</i>	Project Manager	Support	\$150
Josh Rosenthal <i>Eco Minded Solutions</i>	Founder & CEO	Support	\$245
John Heckel <i>Eco Minded Solutions</i>	Principal Architect	Support	\$195
Sarah Rothwell <i>Eco Minded Solutions</i>	Project Director	Support	\$150

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Attachment: 3018 - Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**General Contract Information**

Contract No: 24-1003136 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 01022 Vendor Name: HNTB, CORPORATION  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	3,188,289.00	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>3,188,289.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>3,188,289.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A 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	20	0404	0414	52005	42905005	SCAG_REAP 2.0 CTC	1,700,000.00	-
GL	6010	20	0404	0417	52005	42905005	SCAG_REAP 2.0 CTC	88,289.00	-
GL	6010	20	0404	0418	52005	42905005	SCAG_REAP 2.0 CTC	1,400,000.00	-

Mairany Anaya

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

Attachment: 24-1003136 HNTB corporation CSS (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONTRACT NO. 24-1003136****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****HNTB CORPORATION****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 HNTB Corporation ("CONSULTANT"), whose address is 3633 Inland Empire Blvd., Suite 750, Ontario, CA. 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 Categories 7 and 10A of 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, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July, (i.e., July 1<sup>st</sup>) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 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.

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

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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



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

## **ARTICLE 12. CHANGES**

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

## ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 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:

Name	Job Classification/Function
Chris Wahl	Project Manager
Matthew Bushman	Principal in Charge
Sean Libberton	Grant Writing/Management Lead
Ted Mekuria	REAP 2.0 Complete Streets Lead

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract
  - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
  - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included

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

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits

and/or the primary commercial automobile liability policy limits, then the policy must include the following:

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds 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](mailto: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, SBCOG and its Entities, and their 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, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

### **ARTICLE 23. ERRORS AND OMISSIONS**

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

### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

### **ARTICLE 25. SUBCONTRACTS**

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

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
3633 Inland Empire Blvd., Suite 750	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Ontario, CA 91764	<b>San Bernardino, CA 92410-1715</b>
Attn: Chris Wahl	<b>Attn: Mairany Anaya</b>
Email: cwahl@HNTB.com	<b>Email: manaya@gosbcta.com</b>
Phone: 619-684-6558	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Kevin Haboian	<b>Copy: Procurement Manager</b>
Email: khaboian@HNTB.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 the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

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

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

#### **ARTICLE 36. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

42.1 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. REPRESENTATIONS**

CONSULTANT represents 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 actual 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-----

DRAFT

Attachment: 3136 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**HNTB CORPORATION, A  
DELAWARE CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Kevin A. Haboian  
Senior Vice President

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

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

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

**APPROVED AS TO FORM**

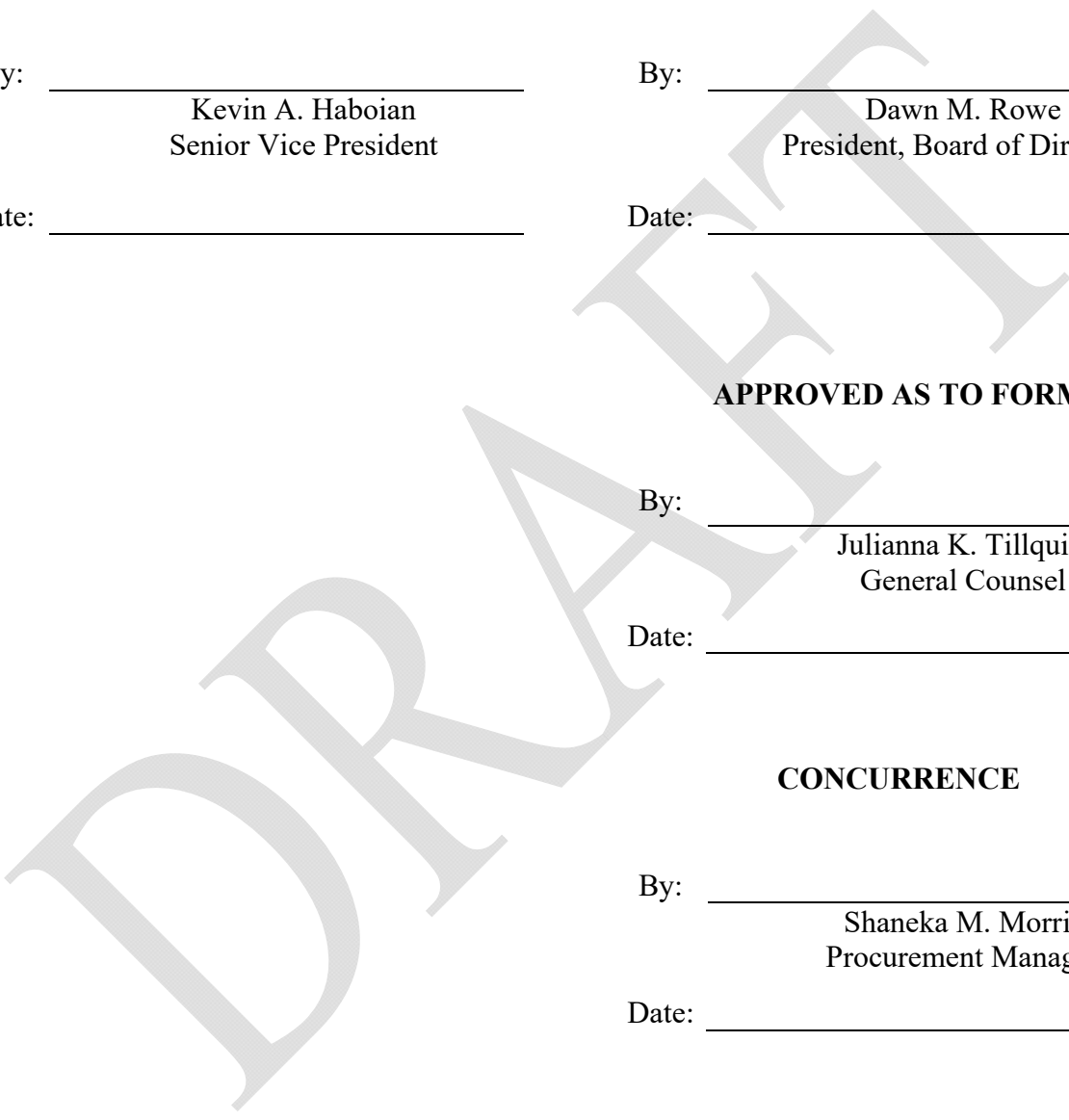
By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

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

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



Attachment: 3136 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003136 has been awarded the following categories: 7 and 10A.*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
  - Assist with project design and environmental permitting
  - Assist with cost estimate updates
  - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## 3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach
  - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
  - Countywide Sidewalk Inventory Project Implementation
  - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
    - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
    - Project level SB 743 VMT analysis and calculations
    - Local Hazard Mitigation Plans (LHMP) technical assistance
    - Other SBCTA generated plans and studies
  - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process
    - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)



- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
  - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
    - Assist with the implementation of strategies based on recommendations developed by

- the regional plan, including actions in ISC3
    - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
  - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
  - Provide technical training on various topics on COG and Planning
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans.
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
  - Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a

communication structure for future collaboration

- Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important

- legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
  - Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
  - Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)
- 9) Project Management and Controls
- Provide project management to Planning and COG projects
  - Complete reporting and invoicing requirements for grants received and projects
  - Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
  - Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
  - Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget
- 10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the

SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)

3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telework
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated
    - b. Optional ability (preference options)
  4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System



- viii. Reporting and Interaction with SBCTA and the System Evaluator
  - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction's rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG's consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG's consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
  - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
  - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website

with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.

- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs  
SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
  - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
  - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)

C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)

- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
- b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
- c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
- d. The administrative plan should include:
  - i. Purpose and Structure
  - ii. Member Jurisdiction Resolutions
  - iii. Establishment of Pipeline Projects with Prioritization
  - iv. Establishment of the Trust Programs
  - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
  - vi. Board of Directors with Membership Structure and Bylaws
  - vii. Budget/Funding/Membership Fees

- viii. Staffing Needs Analysis
  - ix. Annual Reporting Procedures
  - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
  - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
  - c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

- F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice
  - a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
    - i. The funding provided by SCAG will:
      1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
      2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
      3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
      4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

### Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

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**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003136 has been awarded the following categories: 7 and 10A.*

**CONFIDENTIAL**



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**TRANSPORTATION PLANNING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Chris Wahl, AICP	Project Manager	Project Manager	\$254.92
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Steven Greene, PhD	Principal Planner	Transportation Planning Lead	\$401.84
	Senior Planner		\$
	Planner		\$
	Senior Engineer		\$
	Engineer		\$

See attached for additional classifications

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
Travel (airfare/hotel/meals/rental)	\$ At Cost	\$
<b>TOTAL</b>		\$

HNTB Corporation

Proposer

Kevin A. Haboian, PE

11/30/2023

Signature of Authorized Person

Date

**CONFIDENTIAL**



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**TRANSPORTATION PLANNING**

Name	Classification/Title	Job Function	Hourly Rate
	National Practice Consultant		\$ 421.42
	Project Director		\$ 384.91
	Program Manager		\$ 384.91
	Deputy Program Manager		\$ 335.42
	Sr. Project Manager		\$ 320.24
	Project Manager II - Engineering		\$ 288.68
	Project Manager I - Engineering		\$ 247.44
	Project Manager II - Planning		\$ 258.22
	Project Manager I - Planning		\$ 198.39
	Project Manager I - Technology		\$ 192.45
	Deputy Project Manager - Toll Tech		\$ 329.92
	Deputy Project Manager		\$ 206.20
	Sr. Project Engineer		\$ 219.95
	Project Engineer		\$ 192.45
	Engineer III		\$ 166.94
	Engineer II		\$ 137.47
	Engineer I		\$ 113.49
	Engineer		\$ 82.48
	Intern Engineer/Planner		\$ 96.23
	Principal Planner		\$ 211.59
	Sr. Planner		\$ 192.45
	Planner V		\$ 170.46
	Planner IV		\$ 159.46
	Planner III		\$ 137.47
	Planner II		\$ 125.59
	Planner I		\$ 99.20
	Environmental Planner V		\$ 164.96
	Environmental Planner IV		\$ 151.21
	Environmental Planner III		\$ 137.47
	Environmental Planner II		\$ 123.72
	Environmental Planner I		\$ 109.97
	Sr. Project Analyst		\$ 151.21



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Name	Classification/Title	Job Function	Hourly Rate	
	Project Analyst		\$	109.97
	Admin Assistant		\$	96.23
	Office Leader		\$	508.63
	Government Relations Officer		\$	423.18
	Business Development Officer		\$	494.88
	Group Director		\$	401.84
	Department Manager		\$	276.47
	Section Manager		\$	247.44
	Quality Manager		\$	192.45

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Attachment: 3136 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONFIDENTIAL**



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**CLIMATE CHANGE AND ADAPTATION PLANNING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate	
Chris Wahl, AICP	Project Manager	Project Manager	\$	254.92
	Project Controls (Scheduler/Estimator)		\$	
	Administrative Manager		\$	
	Principal Planner		\$	
	Senior Planner		\$	
	Planner		\$	
Loreana Marciante, PMP	Senior Engineer	Climate Change & Adaptation Planning Lead	\$	276.47
	Engineer		\$	

See attached for additional classifications

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
Travel (airfare/hotel/meals/rental)	\$ At Cost	\$
<b>TOTAL</b>		\$

HNTB Corporation

Proposer

Kevin A. Haboian, PE

11/30/2023

Signature of Authorized Person

Date

**CONFIDENTIAL**



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**CLIMATE CHANGE AND ADAPTATION PLANNING**

Name	Classification/Title	Job Function	Hourly Rate
	National Practice Consultant		\$ 421.42
	Project Director		\$ 384.91
	Program Manager		\$ 384.91
	Deputy Program Manager		\$ 335.42
	Sr. Project Manager		\$ 320.24
	Project Manager II - Engineering		\$ 288.68
	Project Manager I - Engineering		\$ 247.44
	Project Manager II - Planning		\$ 258.22
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	Environmental Planner III		\$ 137.47
	Environmental Planner II		\$ 123.72
	Environmental Planner I		\$ 109.97
	Sr. Project Analyst		\$ 151.21

**CONFIDENTIAL**

Name	Classification/Title	Job Function	Hourly Rate	
	Project Analyst		\$	109.97
	Admin Assistant		\$	96.23
	Office Leader		\$	508.63
	Government Relations Officer		\$	423.18
	Business Development Officer		\$	494.88
	Group Director		\$	401.84
	Department Manager		\$	276.47
	Section Manager		\$	247.44
	Quality Manager		\$	192.45

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Attachment: 3136 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**GRANT WRITING/MANAGEMENT SERVICES**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Chris Wahl, AICP	Project Manager	Project Manager	\$254.92
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Sean Libberton	Principal Planner	Grant Writing/Management Services Lead	\$421.42
	Senior Planner		\$
	Planner		\$
	Senior Engineer		\$
	Engineer		\$

See attached for additional classifications

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
Travel (airfare/hotel/meals/rental)	\$ At Cost	\$
<b>TOTAL</b>		\$

HNTB Corporation

Proposer

Kevin A. Haboian, PE

11/30/2023

Signature of Authorized Person

Date

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**Price List – Attachment B for:  
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**RFP No. 23-1003018**

**GRANT WRITING/MANAGEMENT SERVICES**

Name	Classification/Title	Job Function	Hourly Rate
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	Program Manager		\$ 384.91
	Deputy Program Manager		\$ 335.42
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	Sr. Project Analyst		\$ 151.21

**CONFIDENTIAL**

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	Business Development Officer		\$	494.88
	Group Director		\$	401.84
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Attachment: 3136 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Chris Wahl, AICP	Project Manager	Project Manager	\$254.92
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Alex Kavanaugh, PMP	Principal Planner	VMT Mitigation Bank Lead	\$241.28
	Senior Planner		\$
	Planner		\$
Ted Mekuria	Senior Engineer	Complete Streets Lead	\$320.24
	Engineer		\$

See attached for additional classifications

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
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<b>TOTAL</b>		\$

HNTB Corporation

Proposer

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11/30/2023

Signature of Authorized Person

Date



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**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS**

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	Program Manager		\$ 384.91
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	Sr. Project Manager		\$ 320.24
	Project Manager II - Engineering		\$ 288.68
	Project Manager I - Engineering		\$ 247.44
	Project Manager II - Planning		\$ 258.22
	Project Manager I - Planning		\$ 198.39
	Project Manager I - Technology		\$ 192.45
	Deputy Project Manager - Toll Tech		\$ 329.92
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	Environmental Planner III		\$ 137.47
	Environmental Planner II		\$ 123.72
	Environmental Planner I		\$ 109.97
	Sr. Project Analyst		\$ 151.21

Attachment: 3136 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONFIDENTIAL**

Name	Classification/Title	Job Function	Hourly Rate	
	Project Analyst		\$	109.97
	Admin Assistant		\$	96.23
	Office Leader		\$	508.63
	Government Relations Officer		\$	423.18
	Business Development Officer		\$	494.88
	Group Director		\$	401.84
	Department Manager		\$	276.47
	Section Manager		\$	247.44
	Quality Manager		\$	192.45

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Attachment: 3136 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**General Contract Information**

Contract No: 24-1003131 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 03013 Vendor Name: Mott MacDonald Group, Inc.  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	1,050,000.00	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>1,050,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,050,000.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	1035	20	0404	0000	52050		Sales Tax-LTF	500,000.00	-
GL	2910	25	0511	0000	52050		General Assessment Dues	50,000.00	-
GL	1020	10	0501	0000	52051		Sales Tax-MSI	105,000.00	-
GL	2910	25	0511	0000	52051		General Assessment Dues	95,000.00	-
GL	2810	15	0702	0000	52050		AFE.STATE_DMV_SAFE_FEE	300,000.00	-

Mairany Anaya  
 Project Manager (Print Name)

Steven Smith  
 Task Manager (Print Name)

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

Attachment: 24-1003131 Mott MacDonald CSS (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONTRACT NO. 24-1003131****BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

**MOTT MACDONALD GROUP, INC.**

**FOR**

**ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 Mott MacDonald Group, Inc. (“CONSULTANT”), whose address is 3200 E Guasti Road, Suite 51 & 52, Ontario, CA 91761. 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 Categories 7 and 9 of 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, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. Except for any escalation permitted under Section 3.2, the hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July, (i.e., July 1<sup>st</sup>) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 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.

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

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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



immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 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>
Salvador Munoz	Project Manager and Project Management Controls for Program 9
Mengzhao Hu	Technical Analysis for Program 7
Darlene Gonzalez-Szabo	Grant Writing/Management Services for Program 7
Meredith Van Duyn	Grant Management for Program 7
Greg Weisberg	Project Controls and REAP Project for Program 9

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits

and/or the primary commercial automobile liability policy limits, then the policy must include the following:

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:



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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds 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. 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, SBCOG and its Entities, and their 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, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims)

arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

#### **ARTICLE 23. ERRORS AND OMISSIONS**

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

#### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 25. SUBCONTRACTS**

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

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
3200 E. Guasti Road, Suite 51 & 52	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Ontario, CA 91761	<b>San Bernardino, CA 92410-1715</b>
Attn: Ernest A. Figueroa	<b>Attn: Mairany Anaya</b>
Email: <a href="mailto:ernie.figueroa@mottmac.com">ernie.figueroa@mottmac.com</a>	<b>Email: manaya@gosbcta.com</b>
Phone: 909-782-0460	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Salvador Munoz	<b>Copy: Procurement Manager</b>
Email: salvador.munoz@mottmac.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 the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

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

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

#### **ARTICLE 36. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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



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

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

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

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

42.1 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.

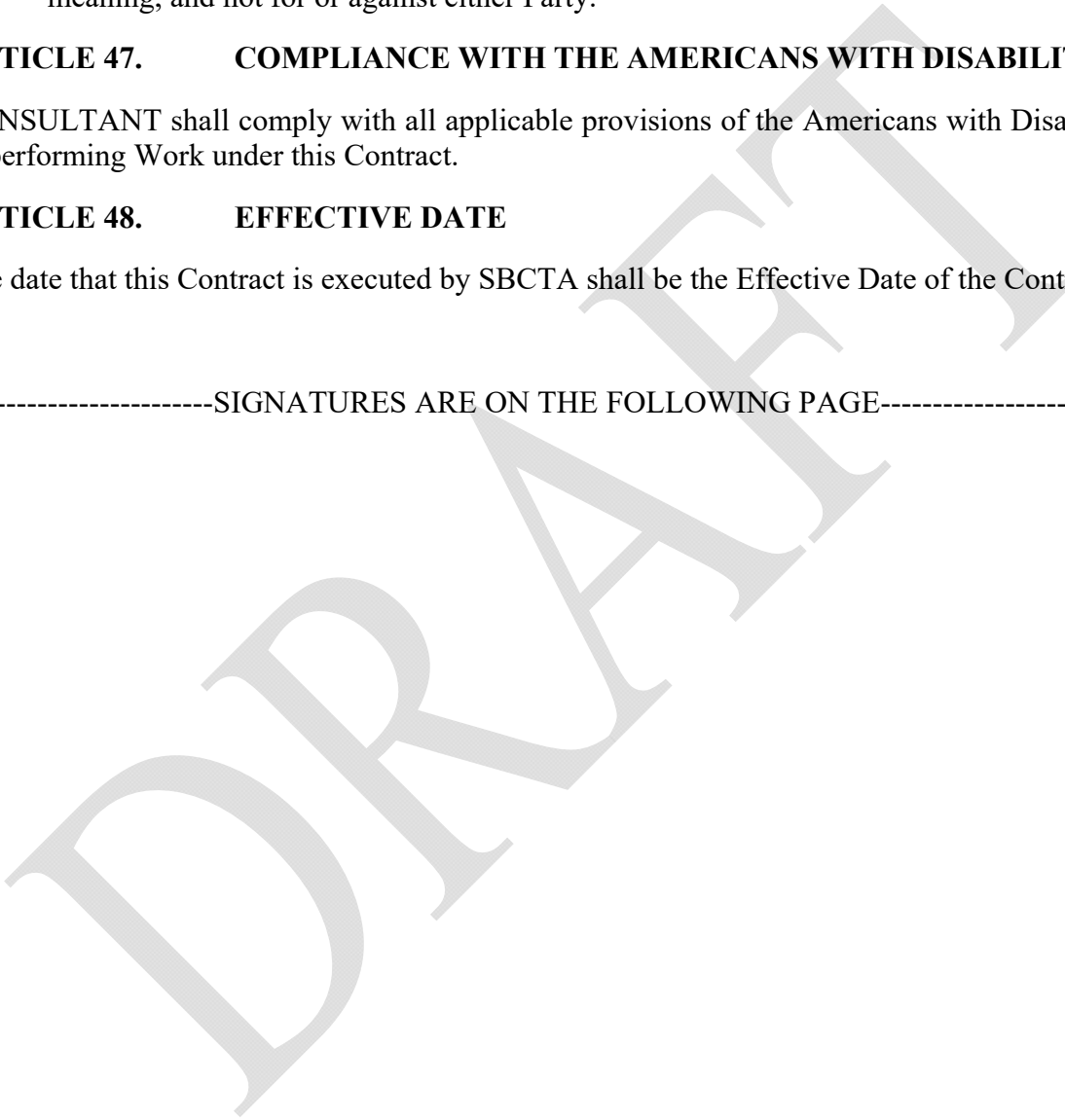
**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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: 3131 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**MOTT MACDONALD GROUP, INC.,  
A DELAWARE CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Ernest A. Figueroa  
Senior Vice President

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

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

DRAFT

Attachment: 3131 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003131 has been awarded for the following categories: 7 and 9.*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
  - Assist with project design and environmental permitting
  - Assist with cost estimate updates
  - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## 3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach
  - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
  - Countywide Sidewalk Inventory Project Implementation
  - Countywide Long Range Transportation Plan (LRMTP) document review and



- implementation
    - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
    - Project level SB 743 VMT analysis and calculations
    - Local Hazard Mitigation Plans (LHMP) technical assistance
    - Other SBCTA generated plans and studies
  - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process
    - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
  - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
    - Assist with the implementation of strategies based on recommendations developed by

- the regional plan, including actions in ISC3
    - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
  - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
  - Provide technical training on various topics on COG and Planning
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans.
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
  - Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a

communication structure for future collaboration

- Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important

legislation

- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the

SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)

3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.



SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telework
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated
    - b. Optional ability (preference options)
  4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System

- viii. Reporting and Interaction with SBCTA and the System Evaluator
  - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction's rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG's consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG's consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
  - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
  - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website

with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.

- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs  
SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
  - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
  - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)

C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)

- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
- b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
- c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
- d. The administrative plan should include:
  - i. Purpose and Structure
  - ii. Member Jurisdiction Resolutions
  - iii. Establishment of Pipeline Projects with Prioritization
  - iv. Establishment of the Trust Programs
  - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
  - vi. Board of Directors with Membership Structure and Bylaws
  - vii. Budget/Funding/Membership Fees

- viii. Staffing Needs Analysis
    - ix. Annual Reporting Procedures
  - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
  - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
  - c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

- F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice
- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
    - i. The funding provided by SCAG will:
      1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
      2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
      3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
      4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

## Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003131 has been awarded the following categories: 7 and 9.*



**Attachment B Price Proposal for:  
(Time and Materials)**

**RFP No. 23-1003018**

**GRANT WRITING/MANAGEMENT SERVICES**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate	
<b>Project Management</b>			\$	
Salvador Munoz	Project Manager	Program 7- Principal-in-Charge	\$	253
Becca Hamilton	Project Controls	Project Controls	\$	95
<b>Planning</b>			\$	
Mengzhao Hu	Principal Planner	Grant Writing/Technical Analysis	\$	264
Meredith Van Duyn	Principal Project Manager	Grant Management	\$	255
Darlene Gonzales-Szabo, AICP	Senior Planner	Program 7 - Grant Writing/Mgmt. Lead	\$	183
<b>Engineering</b>	Senior Engineer		\$	

*Note: Rates are effective through December 31, 2024 and are subject to annual escalation based on CPI for San Bernardino Area*

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage	\$	IRS Rate	\$	TBD
Rental Car	\$	At Cost	\$	TBD
Travel	\$	Per Diem/GSA	\$	TBD
Travel Air	\$	At Cost	\$	TBD

Mott MacDonald Group, Inc.

**Proposer**

  
Signature of Authorized Person

December 1, 2023

**Date**





**Attachment B Price Proposal for:  
(Time and Materials)**

**RFP No. 23-1003018**

**PROJECT MANAGEMENT AND CONTROLS**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate	
<b>Project Management</b>			\$	
Salvador Munoz	Project Manager	Program 9 - Project Management Controls Lead	\$	254
Becca Hamilton	Specialist III	Project Controls	\$	95
Greg Weisberg	Specialist III	Project Controls	\$	93
<b>Planning</b>	Principal Planner		\$	
	Senior Planner		\$	
	Planner		\$	
<b>Engineering</b>	Senior Engineer		\$	
	Engineer		\$	

*Note: Rates are effective through December 31, 2024 and are subject to annual escalation based on CPI for San Bernardino Area*

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage	\$	IRS Rate	\$	TBD
Rental Car	\$	At Cost	\$	TBD
Travel	\$	Per Diem/GSA	\$	TBD
Travel Air	\$	At Cost	\$	TBD

Mott MacDonald Group, Inc.

**Proposer**

  
Signature of Authorized Person

December 1, 2023  
Date

Attachment: 3131 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**General Contract Information**

Contract No: 24-1003132 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 03005 Vendor Name: FEHR & PEERS  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	4,363,289.00	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>4,363,289.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>4,363,289.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	4180	20	0404	0000	52005		Sales Tax-MSI	1,500,000.00	-
GL	6010	20	0404	0411	52005		SCAG_REAP 2.0 CTC	250,000.00	-
GL	6010	20	0404	0414	52005		SCAG_REAP 2.0 CTC	1,000,000.00	-
GL	6010	20	0404	0415	52005		SCAG_REAP 2.0 CTC	13,289.00	-
GL	6010	20	0404	0418	52005		SCAG_REAP 2.0 CTC	1,600,000.00	-

Mairany Anaya

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

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

Attachment: 24-1003132 Fehr & Peers CSS (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**CONTRACT NO. 24-1003132****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****FEHR & PEERS, INC.****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 Fehr & Peers, Inc. ("CONSULTANT"), whose address is 3750 Universide Avenue Suite 225 Riverside, CA 92501. 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 Categories 1, 2, 3, 6 and 10A of 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, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 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.

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

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work

already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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



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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 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>
Matt Benjamin	Planning Lead
Jason Pack	Principal-in-Charge
Delia Votsch	Transportation Planning Lead
Sean Reseigh	GIS Support
Baldwin Ngal	Design Lead

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

17.7 However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than CONSULTANT, its subconsultants, or SBCTA (“Third-Party Content”), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or its subconsultants prior to or independently of their performance of this Contract (“BackgroundIP”), including such Third-Party Content or Background IP that CONSULTANT or its subconsultants may employ in its performance of this Contract, or may incorporate into any part of the Products, shall not be the property of SBCTA. CONSULTANT, or its subconsultants as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT, and its subconsultants as applicable, grant SBCTA an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Products. In the event the Products contain, or incorporate any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Products, where such licenses are necessary for SBCTA to utilize and enjoy CONSULTANT's Work and the Products for their intended purposes.

## 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury

- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.

- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

#### 21.1.6 Pollution Liability. Intentionally Omitted

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

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

#### 21.1.8 Railroad Protective Liability. Intentionally Omitted

### 21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to



vicarious liability, but shall allow coverage for the additional insureds 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 INTENTIONALLY OMITTED.

## **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, SBCOG and its Entities (as defined in "Exhibit C" "SBCOG List of Entities"), and their 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, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

## **ARTICLE 23. ERRORS AND OMISSIONS**

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

## **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not. with the exception of any Background IP or Third-Party Content (as defined in Section 17.7 herein) that is incorporated into CONSULTANT's deliverables.

## **ARTICLE 25. SUBCONTRACTS**

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

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
3750 University Avenue Suite 225	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Riverside, CA 92501	<b>San Bernardino, CA 92410-1715</b>
Attn: Jason Pack	<b>Attn: Mairany Anaya</b>
Email: j.pack@fehrandpeers.com	<b>Email: manaya@gosbcta.com</b>
Phone: 949-308-6312	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Sarah Brandenburg	<b>Copy: Procurement Manager</b>
Email: s.brandenberg@fehrandpeers.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 the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

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

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

### **ARTICLE 36. CONFIDENTIALITY**

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

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

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

### **ARTICLE 38. SAFETY**

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

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

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

### **ARTICLE 40. ASSIGNMENT**

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

### **ARTICLE 41. AMENDMENTS**

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

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

42.1 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. STANDARD OF CARE**

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

**ARTICLE 46. ENTIRE DOCUMENT**

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

**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. EFFECTIVE DATE**

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

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

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

**FEHR & PEERS, INC. A  
CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Steven Brown  
Chairperson

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

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Christine Shields  
Secretary

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

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

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

**CONCURRENCE**

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

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

Attachment: 3132 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003132 has been awarded for the following categories: 1, 2, 3, 6, and 10A.*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
  - Assist with project design and environmental permitting
  - Assist with cost estimate updates
  - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## 3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach
  - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
  - Countywide Sidewalk Inventory Project Implementation
  - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
    - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
    - Project level SB 743 VMT analysis and calculations
    - Local Hazard Mitigation Plans (LHMP) technical assistance
    - Other SBCTA generated plans and studies
  - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process
    - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)



- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
  - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
  - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
  - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
  - Provide technical training on various topics on COG and Planning.
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans.
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others

- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
  - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG
  - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
  - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
  - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
  - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
  - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
  - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
  - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
  - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
  - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
  - Provide logistics support for SBCTA/SBCOG housing programs
  - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category.

Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase

4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  - b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able

to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telework
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated
    - b. Optional ability (preference options)
  4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task



- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
  - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
  - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH

- implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
 

SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.

    - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
    - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
  - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
  - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
  - d. The administrative plan should include:
    - i. Purpose and Structure
    - ii. Member Jurisdiction Resolutions
    - iii. Establishment of Pipeline Projects with Prioritization

- iv. Establishment of the Trust Programs
  - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
  - vi. Board of Directors with Membership Structure and Bylaws
  - vii. Budget/Funding/Membership Fees
  - viii. Staffing Needs Analysis
  - ix. Annual Reporting Procedures
- e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
  - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).

- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.

i. The funding provided by SCAG will:

1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

### Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003132 has been awarded the following categories: 1, 2, 3, 6 and 10A.*

# 5. Price Proposal



Price List – Attachment B for:  
(Time and Materials)

RFP No. 23-1003018

## ACTIVE TRANSPORTATION PROGRAM

### Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Sr. Associate	\$ 203.90
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Billing Specialist	\$ 157.43
Planning	Principal Planner	Associate	\$ 187.44
	Senior Planner	Sr. Planner/	\$ 149.95
	Planner	Planner	\$ 121.44
Engineering	Senior Engineer	Sr. Egnineer	\$ 164.92
	Engineer	Engineer	\$ 124.44

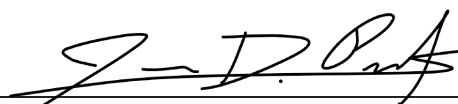
### Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$ TBD
Meeting Material	\$	\$ TBD
	\$	\$
	\$	\$
<b>TOTAL</b>		\$

Fehr & Peers

Proposer

  
Signature of Authorized Person

12/1/2023

Date



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**TRANSPORTATION MODELING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Sr. Associate	\$ 187.44
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Billing Specialist	\$ 157.43
Planning	Principal Planner	Sr. Associate Modeler	\$ 229.41
	Senior Planner	Sr. Planner	\$ 149.95
	Planner	Planner	\$ 124.44
Engineering	Senior Engineer	Sr. Engineer	\$ 164.92
	Engineer	Engineer	\$ 133.45

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$ TBD
Traffic counts or other ODCs needed	\$	\$ TBD
	\$	\$
	\$	\$
<b>TOTAL</b>		\$

Fehr & Peers

Proposer

  
Signature of Authorized Person

12/1/2023

Date

Attachment: 3132 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)





**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**TRANSPORTATION PLANNING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Associate	\$ 187.44
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Biling Specialist	\$ 157.43
Planning	Principal Planner	Sr. Associate	\$ 248.91
	Senior Planner	Sr. Planner	\$ 149.95
	Planner	Planner	\$ 121.44
Engineering	Senior Engineer	Sr. Engineer	\$ 164.92
	Engineer	Engineer	\$ 124.44

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$
Data needs/materials/travel	\$	\$ TBD
	\$	\$
	\$	\$
<b>TOTAL</b>		\$

Fehr & Peers

Proposer

Signature of Authorized Person

12.1.2023

Date

Attachment: 3132 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**GENERAL SBCTA/SBCOG SUPPORT**

**Key Personnel**

Classification/Title	Job Function	Hourly Rate	
Project Manager	Principal	\$	329.87
Project Controls (Scheduler/Estimator)	Associate	\$	187.44
Administrative Manager	Billing Specialist	\$	157.43
Principal Planner	Sr. Associate	\$	248.91
Senior Planner	Sr. Planner	\$	149.95
Planner	Planner	\$	121.44
Senior Engineer	Sr. Engineer	\$	164.92
Engineer	Engineer	\$	124.44

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (per mile)	\$	0.655	\$	TBD
	\$		\$	
	\$		\$	
	\$		\$	
<b>TOTAL</b>			\$	

Fehr & Peers

Proposer

  
Signature of Authorized Person

12/1/2023

Date

Attachment: 3132 Contract (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Associate	\$ 187.44
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Billing Specialist	\$ 157.43
Planning	Principal Planner	Sr. Associate	\$ 248.91
	Senior Planner	Sr. Planner	\$ 149.95
	Planner	Planner	\$ 121.44
Engineering	Senior Engineer	Sr. Engineer	\$ 164.92
	Engineer	Engineer	\$ 124.44

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$ TBD
Travel, meeting material	\$	\$ TBD
	\$	\$
	\$	\$
<b>TOTAL</b>		\$

Fehr & Peers

Proposer

  
Signature of Authorized Person

12.1.2023

Date

**General Contract Information**

Contract No: 24-1003134 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 03518 Vendor Name: RAIMI + ASSOCIATES, INC.  
 Description: On-Call Planning/COG/REAP 2.0 Bench

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

Dollar Amount					
Original Contract	\$	725,163.00	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>725,163.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>725,163.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10617

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_

NHS: N/A N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$	\$
GL	1035	20	0404	0000	52005		Sales Tax-LTF	100,000.00	-
GL	1035	20	0404	0000	52050		Sales Tax-LTF	-	-
GL	4180	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	4280	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	4380	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	4580	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	4680	20	0404	0000	52005		Sales Tax-MSI	-	-
GL	6010	20	0404	0411	52005		SCAG_REAP 2.0 CTC	-	-
GL	6010	20	0404	0412	52005		SCAG_REAP 2.0 CTC	-	-
GL	6010	20	0404	0413	52005		SCAG_REAP 2.0 CTC	-	-
GL	6010	20	0404	0414	52005		SCAG_REAP 2.0 CTC	-	-
GL	6010	20	0404	0415	52005		SCAG_REAP 2.0 CTC	-	-
GL	6010	20	0404	0416	52005		SCAG_REAP 2.0 CTC	-	-
GL	6001	25	0511	0227	52005		SCAG_REAP 2.0 HIPPI Pilot	-	-
GL	6001	25	0511	0228	52005		SCAG_REAP 2.0 HIPPI Pilot	-	-

Mairany Anaya

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 24-1003134 Raimi + Associates, Inc. CSS (10617 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench

**CONTRACT NO. 24-1003134****BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

**RAIMI & ASSOCIATES, INC.**

**FOR**

**ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

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 Raimi & Associates, Inc. (“CONSULTANT”), whose address is 1900 Addison Street, Suite 200 Berkeley, CA 94704. 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 Categories 4 and 10B of 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, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. 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 Mairany Anaya, 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; issuing, executing and amending CTOs; 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1<sup>st</sup>) for the term of the Contract.

- 3.3 As the need for on-call planning services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 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.

#### 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-1fweb.sanbag.ca.gov/Forms/Invoice-submission>

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

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

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

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

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work



already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

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

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

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

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

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

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

## **ARTICLE 12. CHANGES**

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

### ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 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:

Name	Job Classification/Function
Matt Raimi	President and CEO
Simran Malhorta	Vice President and Principal
Eric Yurokvich	Principal
Ron Whitmore	Principal
Walker Wells	Principal
Troy Reinhalter	Associate

Chris Sensenig	Associate
Alessandra Lundin	Associate
Melissa Stark	Senior Planner
Meghan McNulty	Senior Planner
Sami Taylor	Senior Sustainability Planner
Juan Reynoso	Senior Planner/Researcher
Antara Tandon	Senior Planner/Designer
Wenhao Wu	Senior Planner/GIS Specialist
Robyn Wong	Intermediate Planner
Christian Ledezma	Intermediate Graphic Designer
Michelle Hernandez	Planner/Designer
Sasha Cheechov	Planner

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 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.
- 17.7 However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than CONSULTANT, its subconsultants, or SBCTA ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or its subconsultants prior to or independently of their performance of this Contract ("Background IP"), including such Third-Party Content or Background IP that CONSULTANT or its subconsultants may employ in its performance of this Contract, or may incorporate into any part of the Products, shall not be the property of SBCTA. The Third Party, CONSULTANT, or CONSULTANTS's subconsultants, as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT, and its subconsultants as applicable, grant SBCTA an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Products. In the event the Products contain, or incorporate any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Products, where such licenses are necessary for SBCTA to utilize and enjoy CONSULTANT 's Work and the Products for their intended purposes.

## 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 \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate.

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

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

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

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their 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 any additional insured to vicarious liability, but shall allow coverage for the additional insureds 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.

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. If SBCTA makes changes to the insurance CONSULTANT will secure the required changes within 30 days of written notice by SBCTA. CONSULTANT will be entitled to reimbursement by SBCTA for the increased cost of insurance at actual cost. Any decrease in premium cost will be refunded to SBCTA.

## **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, SBCOG and its Entities (as identified in Exhibit C, "SBCOG List of Entities," attached hereto and incorporated herein), and their authorized officers, employees, agents and (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, SBCOG and its Entities, and their authorized officers, employees, agents and ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

## **ARTICLE 23. ERRORS AND OMISSIONS**

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

## **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 25. SUBCONTRACTS**

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

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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



<b>To CONSULTANT</b>	<b>To SBCTA</b>
1900 Addison Street, Suite 200	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Berkeley, CA 94704	<b>San Bernardino, CA 92410-1715</b>
Attn: Matt Raimi	<b>Attn: Mairany Anaya</b>
Email: matt@raimiassociates.com	<b>Email: manaya@gosbcta.com</b>
Phone: 510-666-1010	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Eric Yurkovich	<b>Copy: Procurement Manager</b>
Email: eric@raimiassociates.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 the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

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

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

### **ARTICLE 36. CONFIDENTIALITY**

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

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

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

### **ARTICLE 38. SAFETY**

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

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

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

### **ARTICLE 40. ASSIGNMENT**

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

### **ARTICLE 41. AMENDMENTS**

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

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

42.1 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-----

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

**RAIMI & ASSOCIATES, INC., A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Matthew Raimi  
Chief Executive Officer

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

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Matthew Raimi  
Secretary

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

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

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

**CONCURRENCE**

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

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

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

*The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003134 has been awarded for the following categories: 4 and 10B*

## EXHIBIT A

### SCOPE OF WORK

*A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.*

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, 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, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

**The goal of the department is to:** Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

**Description of Consultant Expertise and Hourly Rates on Program Categories**

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
  - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
  - Follow SCAG's determination of the regional MPO share of the ATP funding
  - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
  - Manage project invoicing and schedule for SBCTA ATP Projects
  - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
  - Assist with project design and environmental permitting
  - Assist with cost estimate updates
  - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
  - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
  - Assist SBCTA staff with future funding search efforts/submit award applications on the program
  - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

## 2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
  - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
  - Provide socio-economic data to support travel demand forecasts
  - General SBTAM Support
  - Troubleshooting modeling errors
  - SBTAM enhancements via new scripts/interfaces
  - Modeling analysis support
  - Troubleshoot updated SBTAM Model
  - SBTAM Transit Calibration Refinement
  - Staff training and assistance
  - Troubleshoot updated SBTAM Truck Model
  - SBTAM Model runs on various project/development scenarios
  - Incorporation of new SBTAM Plus project updates
  - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
  - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

## 3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
  - Assist SBCTA staff with the compilation of the documents
  - Assist SBCTA with coordination and outreach
  - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:



<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
  - Assist SBCTA staff with call-for-projects process
  - Assist SBCTA staff with managing program invoicing and tracking
  - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
  - Countywide Sidewalk Inventory Project Implementation

- Countywide Long Range Transportation Plan (LRMTP) document review and implementation
  - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
  - Project level SB 743 VMT analysis and calculations
  - Local Hazard Mitigation Plans (LHMP) technical assistance
  - Other SBCTA generated plans and studies
  - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
  - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
  - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
  - Provide technical assistance with TIA guidelines/CMP monitoring
  - Attend meetings and assist with presentations on SB 743
  - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
  - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
  - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
  - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
  - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
  - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
  - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
  - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
  - Aggregate count data for archival purposes
  - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
  - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
    - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
    - Manage project invoicing and troubleshoot contract-related issues
    - Assist with potential future mitigation credit agreement process
    - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process,

- acquisition of mitigation lands, project level environmental analysis, habitat mapping)
    - Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
    - Monitor, attend, and participate in meetings with partner entities as necessary
  - Transit Oriented Development (TOD) and Transportation Corridor Plans
    - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
    - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
  - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
  - Assist SBCTA staff with the development and implementation of the RTP/SCS
  - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
  - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
  - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
  - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
  - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
  - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
  - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
  - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
    - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
    - Manage project invoicing and troubleshoot contract related issues
    - Support with CEQA-related issues on the countywide GHG reduction projects and programs
  - Sub-Regional Climate Adaptation Plan (with WRCOG)
    - Support SBCTA staff and consultants in managing the updated plan
    - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
    - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
    - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
  - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
  - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
  - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
  - Develop project list for future grant application associated with Federal and State funding on climate adaptation
    - Work with member jurisdictions on project concept development
    - Work with community or community based organizations to conduct outreach and provide input associated with project development
    - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
  - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
  - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
  - Provide technical training on various topics on COG and Planning
  - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
  - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
  - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
  - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
  - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
  - Complete cost/benefit analysis for implementation of policies, and plans
  - Engage stakeholders and local agencies
  - Create policy and administrative toolkits
  - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others

- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
  - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
  - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
  - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
  - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
  - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
  - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
  - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
  - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
  - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
  - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
  - Provide logistics support for SBCTA/SBCOG housing programs
  - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category.

Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
  2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
  3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase
  4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
  2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
  3. Development of Plans, Specifications and Estimates (PS&E) Phase



4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
  - b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able

to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
  1. Program Visions and Goals – Policy Implications
  2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
  3. Establishment of the Mitigation Bank Process and Authority
  4. Program Cost Estimates and Fee Structure
    - a. Administrative Fees (Staffing Needs)
    - b. Supply: Cost of Purchasing VMT (Individual Participants)
    - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
  5. Program Schedule/Milestones
  6. Marketing Strategies/Materials
  7. Legal Memo/FAQs
  8. Contracting and Procurement
  9. MOUs and Funding Agreements
  10. Program Evaluation
  11. User Agreements and Guides
  12. Financial Structure
  13. Policy Determination on Proceeds
  14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
  1. VMT Bank Program Management Interface – App Development
    - a. Accurate Accounting of Telework
    - b. Calculation of VMT
    - c. Inclusion of Financial Transaction
    - d. User-friendly functionality
  2. Quantification and Record-keeping Subsystem
    - a. Manual verification management
    - b. Reporting and data dashboard/summary displays
  3. Commuter Interface
    - a. Management of VMT reduced or generated
    - b. Optional ability (preference options)
  4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task

- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
  - 1. Additional VMT Reducing Transportation Mode Inclusion

## B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
  - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
  - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
    - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
  - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
  - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
  - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
  - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH

- implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
 

SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.

    - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
    - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).  
[www.sb1000toolkit.com](http://www.sb1000toolkit.com)
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
  - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
  - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
  - d. The administrative plan should include:
    - i. Purpose and Structure
    - ii. Member Jurisdiction Resolutions
    - iii. Establishment of Pipeline Projects with Prioritization

- iv. Establishment of the Trust Programs
  - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
  - vi. Board of Directors with Membership Structure and Bylaws
  - vii. Budget/Funding/Membership Fees
  - viii. Staffing Needs Analysis
  - ix. Annual Reporting Procedures
- e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
  - b. The Project aims to:
    - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
    - ii. Analyze these lands to identify sites that are suitable for housing development
    - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
    - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
    - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
    - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
  - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).

- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.

- i. The funding provided by SCAG will:

- 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
    - 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
    - 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
    - 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEJ)	

### Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

**EXHIBIT “B”**  
**“PRICE PROPOSAL”**

*All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003134 has been awarded the following categories: 4 and 10B.*





**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**SUSTAINABILITY PLANNING**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
Project Management			
Matt Raimi	Principal	Strategic Advisor	\$275
Eric Yurkovich	Principal	Principal-in-Charge and Project Manager	\$275
Simran Malhotra	Principal	Strategic Advisor	\$275
Walker Wells	Principal	Strategic Advisor	\$275
Planning			
Chris Sensenig	Associate	Project Manager	\$225
Troy Reinhalter	Associate	Project Manager	\$215
Melissa Stark	Senior Planner	Deputy Project Manager	\$190
Meghan McNulty	Senior Planner	Deputy Project Manager	\$190
Sami Taylor	Senior Planner	Deputy Project Manager	\$190
Juan Reynoso	Senior Planner	Deputy Project Manager	\$190
Robyn Wong	Intermediate Planner	Project Support	\$175
Michelle Hernandez	Planner	Project Support	\$140
George Karam	Planner	Project Support	\$140
Sasha Cheechov	Planner	Project Support	\$140
Sarah Perez	Planner	Project Support	\$140

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
TBD based on the project scope of work	\$	\$
	\$	\$
<b>TOTAL</b>		\$

Raimi + Associates

Proposer

Signature of Authorized Person  
24-1003134

11/30/23

Date

Page 4 of 4



**Price List – Attachment B for:  
(Time and Materials)**

**RFP No. 23-1003018**

**REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS**

**Key Personnel**

Name	Classification/Title	Job Function	Hourly Rate
<b>Project Management</b>			
Simran Malhotra	Principal	Strategic Advisor	\$275
Ron Whitmore	Principal	Strategic Advisor	\$275
Eric Yurkovich	Principal	Principal-in-Charge and Project Manager	\$275
<b>Planning</b>			
Alessandra Lundin	Associate	Project Manager	\$215
Chris Sensenig	Associate	Project Manager	\$215
Antara Tandon	Senior Planner	Deputy Project Manager	\$190
Melissa Stark	Senior Planner	Deputy Project Manager	\$190
Meghan McNulty	Senior Planner	Deputy Project Manager	\$190
Juan Reynoso	Senior Planner	Deputy Project Manager	\$190
Wenhao Wu	Senior Planner/GIS Specialist	Project Support	\$190
George Karam	Planner	Project Support	\$140
Sarah Perez	Planner	Project Support	\$140
Sasha Cheechov	Planner	Project Support	\$140
Michelle Hernandez	Planner	Project Support	\$140
Christian Ledezma	Intermediate Graphic Designer	Project Support	\$125

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost	Estimated Budget Amount
TBD based on the final project scope of work		
<b>TOTAL</b>		\$

Raimi + Associates

Proposer

Signature of Authorized Person

11/30/23

Date

## *Minute Action*

AGENDA ITEM: 13

***Date:*** June 5, 2024

***Subject:***

Cooperative Agreement No. 24-1003126 with Riverside County Transportation Commission for Rideshare and Vanpool Program Implementation

***Recommendation:***

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

Approve Contract No. 24-1003126 with the Riverside County Transportation Commission for the provision of rideshare, vanpool, and multi-modal programs implementation, for a two-year term effective July 1, 2024 through June 30, 2026 for a not-to-exceed amount of \$4,500,000, to be funded with Congestion Mitigation and Air Quality Program (CMAQ) funds, Local Transportation Funds, Federal Transit Administration 5307 – CMAQ funds, and Measure I Valley funds.

***Background:***

San Bernardino County Transportation Authority (SBCTA) and Riverside County Transportation Commission (RCTC) fund and implement a bi-county rideshare (bus, train, carpool, vanpool, walk, bike, and telecommute) program branded as IE Commuter. RCTC and SBCTA also implement vanpool subsidy programs that generate Federal Transit Administration (FTA) 5307 funding, and a variety of transit and multimodal programs that fall under the services of the IE Commuter rideshare program. Contract No. 24-1003126 authorizes RCTC to continue providing consultant services for program management, staffing, and services related to rideshare, vanpool, transit, and multi-modal programs on behalf of SBCTA. Staff is requesting a two-year contract term with RCTC, effective July 1, 2024 through June 30, 2026, for a not-to-exceed amount of \$4,500,000, for the services described below.

The IE Commuter rideshare program provides trip reduction services and support such as commuter incentives, transit free fare and training programs, guaranteed ride home program, trip planning and matching (ride matching), rideshare program development assistance and resources, marketing, and employer support services for the South Coast Air Quality Management District's (SCAQMD) Rule 2202.

To comply with federal and state Clean Air Act requirements, SCAQMD Rule 2202 requires employers with 250 or more employees to mitigate mobile source emissions generated from employee commutes. SCAQMD Rule 2202 offers a menu of mitigation options, including implementation of an Employee Commute Reduction Program (ECRP). IE Commuter provides essential no-cost SCAQMD Rule 2202 technical assistance and Average Vehicle Ridership (AVR) surveying services to employers implementing an ECRP within Riverside and San Bernardino counties. Employers conducting AVR surveying are required to meet a minimum AVR score, the baseline of which is determined by a number of factors, including the number of employees at their worksites. In Fiscal Year 2024/2025, it is anticipated that an amended SCAQMD Rule 2202 will go into effect, requiring employers to submit additional reports for teleworkers, and reporting of vehicle miles traveled for each employee. This change will require modifications to IE Commuter's AVR module, a project currently under evaluation and in coordination with the SCAQMD, Los Angeles County Metropolitan Transportation Authority (LACMTA), and Orange County Transportation Authority (OCTA).

*Entity: San Bernardino County Transportation Authority*

IE Commuter is continuing work on the launch of a Low Carbon Transit Operations Program (LCTOP) funded rail ridership recovery program that will provide free rail passes for residents of Riverside and San Bernardino counties. Currently in a soft-launch phase with select employers, the free rail pass program will issue trial passes that will attempt to convert single occupancy commuter trips and recreational trips to Metrolink. Full launch is anticipated shortly after the start of Fiscal Year 2024/2025. Under development concurrently with the free rail pass program is a transit training pilot program branded as SHIFT, that will first focus on recruiting regular transit riders at worksites to show their fellow colleagues how to ride transit and converting their drive alone trips to either rail or bus trips. A general public transit training pilot will follow, with IE Commuter leading training sessions and trial rides for recreational riders on select weekends. SHIFT is anticipated to be rolled out slowly towards the end of the current fiscal year.

With a relaunch of in-person workshops last fiscal year, IE Commuter will continue regular program operations, including an enhanced Earth Day springtime promotion, a summer rideshare spotlight promotion, and a Rideshare Week fall promotion for rideshare commuters. Rideshare and Mobility Programs (RAMP) will be developed to assist employers post-AVR surveying in identifying where their greatest rideshare potential is for each worksite. These personalized RAMPs will be generated using AVR survey data and geographic information systems mapping to cluster employees ideal for taking transit and forming carpools or vanpools. The RAMPs will also highlight the successes of the employers' AVR survey and associated environmental impact.

RCTC and SBCTA also implement vanpool subsidy programs that generate FTA 5307 funding, and a variety of transit and multi-modal programs, which are being developed and operated through the IE Commuter rideshare program. Costs for the IE Commuter program and any other services that are mutually implemented by RCTC and SBCTA are shared equally. When there is a special project or service solely for the benefit of either agency, the costs are borne solely by the benefitting agency.

An outline of services provided by RCTC's consultants include, but are not limited to:

1. Rideshare program staffing and support.
2. Technical assistance for the SCAQMD's Rule 2202 and AVR calculations.
3. Employer AVR surveys and dissemination of customized commuter ride guides, and RAMPs.
4. Employer recruitment and retention for participating in the IE Commuter program.
5. Assistance to employers in implementing rideshare programs at worksites.
6. Strategic commuter and employer outreach.
7. Hosting employer workshops and SCAQMD certified marketing workshops.
8. Creative development of outreach and promotional materials, and webpage content.
9. Expanded tele-services and assistance for commuters and employers through 1-866-RIDESHARE, IECommuter.org live chat, and email inquiries.
10. National Transit Database (NTD) vanpool program staffing, marketing, and NTD monthly and annual reporting.

11. Develop and implement transit ridership recovery programs:
  - a. IE Commuter Free Rail Pass Program.
  - b. SHIFT Transit Ambassador and Training Program.
12. General Transit Feed Specifications.
13. Commuter and employer database management and enhanced program reporting.
14. Administration of rideshare incentive and reward programs:
  - a. Guaranteed Ride Home, a program providing ridesharing commuters a reimbursable ride home in the event they need to leave work unexpectedly due to a family emergency or are required to stay at work late for unplanned overtime.
  - b. \$5/day rideshare incentive gift card program for new rideshare participants who try ridesharing to work for a three-month trial period.
  - c. Rideshare Plus, a rewards program for ongoing rideshare participants.
  - d. Monthly Rideshare Spotlight, a monthly rewards random drawing to encourage commuters to continue ridesharing and logging their rideshare commute miles.
  - e. Monthly Telework Spotlight, a rewards program limited to employers participating in IE Commuter's Telework Employer Assistance program, encouraging commuters to log their telework trips.
  - f. Rideshare Week promotion, an annual opportunity to encourage rideshare participation by ridesharing and logging trips during the month of October.
  - g. Earth Day spring promotion, an annual opportunity to encourage commuters to reduce their carbon footprint by ridesharing and logging trips during the month of April.
  - h. Summer Rideshare Spotlight promotion, an annual summertime campaign designed to encourage ongoing ride sharing, and engaging commuters to continue logging trips through the summer months.
15. Development and administration of new rideshare programs, special projects, ad-hoc studies, surveys, and services.

SBCTA, under a separate contract, provides regional rideshare and vanpool software for RCTC, as well as LACMTA, OCTA, and Ventura County Transportation Commission (VCTC). The five regional rideshare agencies (LACMTA, OCTA, RCTC, SBCTA, and VCTC) implement rideshare and vanpools, and in Fiscal Year 2023/2024, consolidated all commuter databases to make finding a vanpool or carpool and planning their transit trips seamless. The counties have formed a regional partnership and work regularly together to reduce the number of single occupancy trips within the region.

SBCTA's rideshare and multi-modal programs are primarily funded by federal Congestion Mitigation and Air Quality (CMAQ) and FTA 5307 funds and are augmented with local Measure I Traffic Management Systems funds when work is not eligible for federal funding. Rideshare funding is also programmed in the Federal Transportation Improvement Program and included in the Regional Transportation Plan. As a transportation control measure, rideshare and

Board of Directors Agenda Item  
June 5, 2024  
Page 4

trip reduction strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

**Financial Impact:**

The Project is included in the proposed Budget for Fiscal Year 2024/2025 and funded with Congestion Mitigation and Air Quality Funds, Federal Transit Administration 5307 funds, and Measure I Funds, in Program 30, Transit.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft contract.

**Responsible Staff:**

Nicole Soto, Multimodal Mobility Programs Administrator

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 24-1003126 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Transit  
 Vendor No.: 01768 Vendor Name: Riverside County Transportation Commission  
 Description: PROVISION OF RIDESHARE, VANPOOL AND MULTI-MODAL PROGRAMS  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	4,500,000.00	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>4,500,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>4,500,000.00</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10627

**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: 07/01/2024 Expiration Date: 06/30/2026 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:
							\$	\$
							4,500,000.00	-
GL	2020	30	0314	0320	52001	42102030	10,000.00	-
GL	2020	30	0314	0320	52001	42102031	1,671,267.00	-
GL	2020	30	0314	0320	52001	42102032	2,500.00	-
GL	2020	30	0314	0320	52001	42102013	2,046,233.00	-
GL	2122	30	0383	0000	52001	42107020	355,000.00	-
GL	4180	30	0314	0320	52001	41100000	300,000.00	-
GL	4280	30	0314	0320	52001	41100000	100,000.00	-
GL	1035	30	0309	0000	52001	41200000	15,000.00	-
GL							-	-
GL							-	-
GL							-	-
GL							-	-
GL							-	-
GL							-	-

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

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

Attachment: CSS - Revised - 08-25-2022 10.11am (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

**COOPERATIVE AGREEMENT NO. 24-1003126**  
**BY AND BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**FOR**  
**THE PROVISION OF RIDESHARE, VANPOOL AND MULTI-MODAL PROGRAMS**  
**PROGRAM IMPLEMENTATION**

This Cooperative Agreement (“Agreement”) is made and entered into as of July 1, 2024 by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Riverside County Transportation Commission (“RCTC”), located at 4080 Lemon St, Riverside, California 92501. SBCTA and RCTC are each a “Party” and collectively the “Parties”.

**RECITALS:**

1. **WHEREAS**, the Parties operate a bi-county Rideshare program and Vanpool subsidy programs and jointly implement Transit and Multi-modal programs that reduce vehicle miles travelled (all of which together are hereinafter referred to as “PROJECT”); and
2. **WHEREAS**, RCTC has engaged and has the necessary resources to manage a Professional Services Consultant (“SERVICES CONTRACTOR”) as set forth in Exhibit A, RCTC Services Contractor, to render services for the administration of the Parties’ PROJECT; and
3. **WHEREAS**, RCTC has engaged and has the necessary resources to manage contractors providing miscellaneous Rideshare, Vanpool, Transit and Multi-modal specialty services, including but not limited to technical assistance related to General Transit Feed Specification, air quality and environmental emissions, and National Transit Database (“MISCELLANEOUS SERVICES CONTRACTORS”) for the PROJECT; and
4. **WHEREAS**, the Parties will share costs equally for common services rendered through the PROJECT, while SBCTA will be solely responsible for services performed within San Bernardino County, and RCTC will be solely responsible for services performed within Riverside County; and
5. **WHEREAS**, SBCTA uses Congestion Mitigation and Air Quality (“CMAQ”) funds for the PROJECT and may use these funds to reimburse RCTC; and
6. **WHEREAS**, RCTC will comply with the applicable federal requirements as set forth in Exhibit B, Federal Flow Down Provisions; and
7. **WHEREAS**, the Code of Federal Regulations encourages grantees and subgrantees of federal funds, such as CMAQ funds, to enter into local intergovernmental agreements for procurement or use of common goods or services; and



8. **WHEREAS**, for the avoidance of doubt, the Parties to this Agreement acknowledge and agree that RCTC is not a subrecipient of federal funds from SBCTA, but is entering into a local intergovernmental agreement with SBCTA for procurement or use of common goods or services; and
9. **WHEREAS**, this Agreement defines the specific terms and conditions between the Parties only as they may relate to the subject matters and no other purpose; and
10. **WHEREAS**, the Parties will protect the Confidential Information received or accessible through the PROJECT, as described in Article 7 of this Agreement.

**NOW THEREFORE**, the Parties agree as follows:

## **ARTICLE 1. CONTRACT SERVICES**

- 1.1 RCTC will manage work performed by the SERVICES CONTRACTOR and MISCELLANEOUS SERVICES CONTRACTORS for the Parties' PROJECT.
- 1.2 RCTC shall assure that the SERVICES CONTRACTOR performs their required work within the Parties' budget set forth in Article 2 of this Agreement and Exhibit A, RCTC Services Contractor.
- 1.3 RCTC shall assure that the MISCELLANEOUS SERVICES CONTRACTORS perform their work within the Parties' budget set forth in Article 2 of this Agreement for work as agreed to in writing between the Parties'.
- 1.4 RCTC will notify SBCTA in writing and work collaboratively with SBCTA regarding changes to the contracts with the SERVICES CONTRACTOR and/or MISCELLANEOUS SERVICES CONTRACTORS that impact the PROJECT, including but not limited to changes to the Scope of Work, key personnel or pricing.
- 1.5 Each Party shall timely respond to the other Party on matters requiring coordination as set forth in this Agreement, or in the exhibits hereto. All references in exhibits to "SANBAG" or "San Bernardino Associated Governments" shall mean SBCTA.

## **ARTICLE 2. COMPENSATION**

- 2.1 SBCTA shall pay RCTC on a cost-reimbursement basis, based upon invoices which delineate charges based on tasks identified in the scope of work for the SERVICES CONTRACTOR, as set forth in Exhibit A, RCTC Services Contractor, and for work as agreed to in writing between the Parties for MISCELLANEOUS SERVICES CONTRACTORS. All invoices shall be provided to SBCTA on a quarterly basis. All invoices will be delivered to and received by SBCTA no later than 60 days after the end of the calendar year quarter. SBCTA shall, within 30 days of receiving an invoice from RCTC, review the invoice and pay all approved charges thereon.
- 2.2 The Parties agree that SBCTA's total obligation to RCTC shall not exceed Four Million, Five Hundred Thousand Dollars (\$4,500,000) for the services rendered through the SERVICES CONTRACTOR and MISCELLANEOUS SERVICES CONTRACTOR.
- 2.3 It is agreed that in the event that either Party does not have sufficient funds to implement the PROJECT, either Party may terminate this Agreement as provided in Section 3.2 below. The terminating Party shall be responsible for any amounts required to cover its share of the costs of this Agreement in accordance with this Article 2 existing as of the date of Agreement termination.

- 2.4 SBCTA shall be responsible for obtaining cost reimbursements of CMAQ funds. SBCTA shall ensure that the CMAQ funds are used for authorized purposes in compliance with laws, regulations, and the provision of the terms in this agreement, and that performance goals are achieved.
- 2.5 RCTC shall maintain during the term of this Agreement and for three years from its expiration, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer, accounting records which cover the receipt and disbursement of all funds provided for the programs administered and implemented under this Agreement by RCTC. Such records shall be made available for inspection during normal business hours by duly authorized representatives of SBCTA, SBCTA's auditors, Caltrans, Federal Highway Administration, and the United States Department of Transportation, so that SBCTA can comply with the Single Audit Act and OMB Circular No. A-133. In addition, the federal provisions set forth in Exhibit B, Federal Provisions, shall apply to this Agreement.

### **ARTICLE 3. TERM**

- 3.1 This Agreement shall commence on July 1, 2024, and terminate on June 30, 2026, unless it is extended by a written amendment approved and signed by the Parties.
- 3.2 Either Party may terminate this Agreement by giving thirty (30) days written notice to the other for no or any reason. Said termination shall become effective on the 30<sup>th</sup> day following provision of such written notice. Pursuant to Article 2 of this Agreement, each Party shall compensate the other Party for work performed up to the effective date of the termination.
- 3.3. The Executive Directors of both SBCTA and RCTC shall have the authority in their sole discretion to give notice of termination on behalf of their respective agencies.

### **ARTICLE 4. INDEMNIFICATION AND INSURANCE**

- 4.1 It is understood and agreed that neither SBCTA nor any officer, official, employee, director, consultant, agent, member or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by RCTC under or in connection with any work authority or jurisdiction delegated to RCTC under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, RCTC shall fully defend, indemnify and save harmless SBCTA, and all its officers, officials, employees, directors, consultants, agents or volunteers from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RCTC or its contractors under or in connection with any work, authority or jurisdiction delegated to RCTC under this Agreement.

It is understood and agreed that neither RCTC nor any officer, official, employee, director, consultant, agent, or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SBCTA under or in connection with any work authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless RCTC, and all its officers, officials, employees, directors, consultants, agents and volunteers from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.

These indemnification obligations shall survive expiration or termination of this Agreement.

4.2 Without in any way affecting the indemnity provisions identified in this Agreement, the Parties shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Agreement and shall be written with at least the following limits of liability:

4.2.1 Professional Liability - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. The Parties shall secure and maintain this insurance or “tail” coverage provided throughout the term of this Agreement and for a minimum of three (3) years after Agreement completion.

4.2.2 Workers' Compensation - Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of the respective Party and all risks to such persons under this Agreement.

4.2.3 Commercial General Liability - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$5,000,000 per occurrence, combined single limit, and \$5,000,000 in the aggregate written on an occurrence form.

4.2.4 Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$5,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

4.2.5 Network and Privacy Insurance (Cyber Liability) – Each Party shall carry, or shall cause its contractors to carry, Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and the other Party from the following exposures relating to the insuring Party or any of its contractors performance under the Agreement:

(i) the theft, dissemination and/or unauthorized disclosure or use of Confidential Information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, the Parties or their contractors shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, the Parties or their contractors shall maintain such insurance for an additional period of three years following the end of the applicable Term.

4.2.6 Proof of Coverage – The Parties shall furnish certificates of insurance to each other evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include the other Party as an additional insured on all insurances except Workers’ Compensation, Cyber Liability and Professional Liability. Prior to commencing any work, each Party shall furnish the other Party with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, the responsible Party will provide 30 days’ notice of such cancellation or nonrenewal to the other Party. If a Party’s policy is cancelled for nonpayment of premium, the applicable Party shall provide the other Party ten (10) days’ notice. The Parties shall maintain such insurance from the time each Party commences performance of services hereunder until the completion of such Services. All certificates of insurance are to include the contract number and Project Manager’s name.

4.2.7 Additional Insured - All policies of each Party, except for Workers Compensation, Cyber Liability and Professional Liability policies, shall contain endorsements naming the other Party and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out to the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for a Party to vicarious liability but shall allow coverage for the Party to the full extent provided by the policy.

4.2.8 Waiver of Subrogation Rights – Each Party shall require the carriers of the above required coverages to waive all rights of subrogation against the other Party, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit a Party or its contractors, employees or agents from waiving the right of subrogation prior to a loss or claim. Each Party hereby waives all rights of subrogation against the other Party.

4.2.9 All policies required to be carried by a Party herein are to be primary and non-contributory with any insurance carried or administered by the other Party.

4.2.10 Certificates/Insurer Rating/Cancellation Notice -

(i) The Parties shall maintain and shall require their contractors to maintain such insurance from the time the Project commences until the Project is completed, except as may be otherwise required by this Section.

(ii) The Parties may legally self-insure, but shall require their contractors to place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(iii) The Parties and their consultants shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Project.

## **ARTICLE 5. RIGHTS OF SBCTA AND RCTC**

The Executive Directors of both SBCTA and RCTC shall have full authority to exercise their respective entities’ rights under this Agreement, subject to all applicable agency policies.

## **ARTICLE 6. OWNERSHIP OF MATERIALS/CONFIDENTIALITY/USE OF DATA**

- 6.1 **Ownership.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials developed, either created by or provided to the Parties in connection with the performance of this Agreement, (“Documents and Data”) shall become the common property of SBCTA and RCTC in both electronic and hard copy formats. SBCTA and RCTC shall comply with all applicable state and federal law with regard to use of such data, but shall not otherwise be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the respective Party’s sole risk and provided that said Party shall hold harmless and indemnify the other Party against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Neither Party to this Agreement shall sell the data or other materials prepared under this Agreement without the written permission of both Parties.
- 6.2 **Confidentiality.** All Documents and Data not developed for the purpose of public disclosure or otherwise subject to public disclosure required by law, shall be held confidential by the Parties and shall not, without the prior written consent of the Parties, be used by either Party for any purposes other than the performance or operation of the PROJECT. Nor shall such materials be disclosed to any person or entity not connected with the performance or operation of the PROJECT. Nothing furnished to the Parties that is otherwise known to the Parties or is generally known, or has become known, to other rideshare agencies, organizations or businesses shall be deemed confidential. The Parties shall not use the other Party’s name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the other Party, except as otherwise part of the regular operation and advertisement of the PROJECT.
- 6.3 **Use of Data.** All Documents and Data, as defined above, shall be provided to the other Party in electronic media. Documents and Data in electronic media shall be provided in a form that will allow each Party to use, access, and manipulate the data to prepare reports and perform other PROJECT activities contemplated by this Agreement. Documents and Data shall be provided to each Party within 30 days, upon written notice of request.

## **ARTICLE 7. CONFIDENTIAL INFORMATION/NON-DISCLOSURE.**

- 7.1 **Confidential Information.** “Confidential Information” shall include: all user names, passwords, or other log-in credentials used, provided, or accessible in connection with the PROJECT; all data or information accessible in connection with the PROJECT; all source code, work product, proprietary information, server logs, technical information, trade secrets, and proprietary systems related to the PROJECT; all personal information of rideshare and/or vanpool commuters, employers and their employees and others who participate in the PROJECT, including but not limited to a person’s residence address, employment address or hours of employment used for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs and subject to California Penal Code Section 637.6, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the PROJECT designated, from time to time, in writing by the Parties as Confidential Information.

- 7.2 Non-Disclosure. Except as required by law, both Parties shall hold the Confidential Information in confidence, shall take reasonable precaution to protect and keep the Confidential Information confidential, shall not disclose the Confidential Information to any person or party not specifically authorized in writing by the affected Party to receive the Confidential Information, and shall not use the Confidential Information for any purpose other than as necessary to operate the PROJECT. Further, neither Party shall disclose a participant's personal information, including but not limited to a participant's residence address, employment address or hours of employment, used for the purpose of assisting private entities in the establishment or implementation of ridesharing programs, to any other person or use such information for purposes other than as necessary to operate the PROJECT, without the prior written consent of the participant, as required by California Penal Code section 637.6. Parties shall limit access to the Confidential Information only to individuals who are directly involved in operation of the PROJECT, and shall further ensure that such individuals are legally bound to maintain the confidentiality of the Confidential Information on substantially the same terms as set forth herein. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, (d) independently developed by recipient without reference to the Confidential Information, or (e) is required by law, or process of law, to be disclosed.
- 7.3 Expiration. Immediately upon (a) the expiration of this Agreement, or (b) a request for termination by a Party, the other Party shall turn over to requesting Party all Confidential Information of or directly pertaining to the requesting Party, as identified in Articles 6.1 and 7.1, and all documents or media containing any such Confidential Information, and any and all copies or extracts thereof. The foregoing shall not be interpreted to require the Parties to remove Confidential Information from PROJECT databases to which each Party may be entitled a copy, nor to cease use of such information on termination of this Agreement, provided that such use is for operation of the Rideshare and/or Vanpool Programs.
- The Parties recognize that, pursuant to this provision, a Party may request copies of or export files from PROJECT databases containing Confidential Information of commuters and employers participating in the PROJECT. The requesting Party shall be solely responsible for maintaining the confidentiality and security of such data, and shall indemnify the other Party, pursuant to Article 6.1 of this Agreement, for any claims arising out of use or retention of such data.
- 7.4 Key Personnel. The Parties shall designate key personnel ("Key Personnel") requiring web based access to the PROJECT. Key Personnel shall use the log-in information provided by SBCTA and/or RCTC and all Confidential Information only and strictly for the operation of the PROJECT, and shall not disclose or share such log-in information, or any other Confidential Information, whether or not employed by or in any way associated with either Party, who has not been specifically approved in writing to receive such log-in information or other Confidential Information. 7.5 This Article 7 and all of its subparagraphs shall survive expiration or termination of the Agreement.

## **ARTICLE 8 INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall create an employment relationship between the Parties or between the Parties and any contractors contemplated by this Agreement. The contractors and subcontractors performing the PROJECT under this Agreement on behalf of RCTC shall at all times be under RCTC's exclusive direction and control.

**ARTICLE 9 ATTORNEYS' FEES AND COSTS**

If any legal action is instituted to enforce or declare any Party's rights hereunder, 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 Article 4, Indemnification and Insurance.

**ARTICLE 10 CONSENT**

Whenever consent or approval of any Party is required under this Agreement, that Party shall neither unreasonably withhold nor delay such consent or approval.

**ARTICLE 11 INCORPORATION OF RECITALS**

The recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.

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

DRAFT

Attachment: 24-1003126 (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

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

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

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

By: \_\_\_\_\_  
Aaron Hake  
Executive Director

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

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

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

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

By: \_\_\_\_\_  
Best, Best & Krieger, LLP  
General Counsel

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

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

DRAFT

Attachment: 24-1003126 (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)



# Exhibit A

## RCTC Services Contractor

### Executive Summary

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The Riverside County Transportation Commission (RCTC) is Riverside County's transportation planning and programming agency and consists of 34 Board members and an employee administrative staff dedicated to administering and carrying out its programs and projects. Every city in the county holds a vote on the Commission along with the five members of the Riverside County Board of Supervisors. The Governor also appoints a non-voting member to the board who is the Director of Caltrans from the local District office.

RCTC, through Assembly Bill 1246, was created in 1976 to: a) Coordinate state highway planning; b) Adopt Short Range Transit Plans; c) Coordinate transit service; d) Allocate Transportation Development Act funds; and e) Coordinate county highway and transit plans with regional and state agencies. Over time, RCTC was charged with several expanded roles including: a) Service authority for freeway emergencies; b) Congestion Management Program; and c) Measure A 1/2 cent sales tax for transportation. The administration of Measure A, one of RCTC's primary responsibilities was first approved by voters in 1988.

Measure A serves as the primary funding source for the western county Commuter Assistance Program (CAP), and envisions Transportation Demand Management (TDM) as a viable option in its suite of tools for extracting efficient operation out of the county's transportation system. That vision has been acknowledged and further recognized as successful with the passage and implementation of the renewed measure, which began July 1, 2009. The renewed measure again includes a TDM strategy as a funded element of the plan through 2039. While elements of the CAP provide services countywide (Ridematching, Rideshare Plus), commuter incentives (Rideshare incentive, vanpool incentives, buspool subsidies, etc.) are limited to western Riverside County residents because they are funded solely out of Measure A.

RCTC has long been considered to be a leader in the implementation of successful TDM programs and has had a contractor-operated program in place since 1991. Building on past performance and with an eye towards future growth, RCTC has developed a Scope of Services (SOS) which identifies required work tasks to be undertaken by the Contractor for the implementation and operation of the CAP.

For clarity, the program has been subdivided into three groups which are referred to as Program Elements. These Program Elements are as follows: 1. Programs and Services; 2. Marketing and Communications; and 3. Program Management. All program elements are required to be continuously performed throughout the duration of the contract term without exception.

Generally speaking, the entirety of the Program includes incentive management, employer and employee account management, end user account management, marketing to employer partners, marketing to end user commuters, development of marketing materials including graphic design and message development, and messaging via advertising campaigns to be hosted on ICommuter.org as well as banner graphic design and production for web based advertising. The contractor will be responsible for the production of all marketing collateral deemed necessary by RCTC as well as that dictated by the Contractors' need for meeting the program performance goals.

It should be noted that RCTC has developed its own Program software (IE Commuter) which will be maintained by RCTC and administered by the CAP contractor. IE Commuter, is the repository for all database activities pertaining to program administration including: employer management, employee accounts, individual (non-employer related) accounts, ridematching, Average Vehicle Ridership (AVR) calculation, the production of RideGuides, incentive program management, output reports, marketing logs, commuter diary, and vanpool administration. IE Commuter is managed and hosted by a third party consultant who is responsible for software development, web site administration, hosting and technical support for the software package. The Contractor shall be responsible for coordinating its efforts in the use of IE Commuter with the Commissions third party contractor to ensure a seamless environment for employers, end user/or individual commuters and Contractors in-house staff. The contractor will be responsible for hosting IE Commuter and will be responsible for having staff with the appropriate technical skill available to manage the database on behalf of employers and commuters and to successfully implement and manage the Program. RCTC anticipates that the life cycle of the current IE Commuter system is 3-5 years and as such, does not anticipate that the current system will need to be replaced in its entirety during the initial term of the new contract. However, RCTC expects that the Contractor will need to incorporate the administration of approved enhancements (as developed by RCTC) including new functionality, e.g., new incentive types, enhanced real-time matching capabilities, a guaranteed ride home module, mobile device interface, and enhanced social networking.

Additional Program services include Guaranteed Ride Home, Vanpool Subsidization, and AQMD Rule 2202 assistance.

### **Program Goals and Objectives**

The goal of the CAP is twofold, first to mitigate traffic congestion and secondly to reduce auto emissions region-wide by initiating and sustaining quantifiable modal shifts from single occupant vehicle (SOV) trips to alternative modes of transportation and by initiating and sustaining quantifiable employer TDM programs.

The CAP objectives are to:

- Reduce vehicle trips, vehicle miles traveled (VMT), and auto emissions
- Increase awareness and consideration of TDM strategies to employers and alternative modes of transportation to commuters
- Provide traveler information, support services, and incentives to commuters
- Maintain and administer the bicounty rideshare database and services
- Maintain and increase system park and ride capacity

RCTC manages the program through the use of Key Performance Indicators (KPIs) which will become the responsibility of the contractor to manage and report on quarterly as well as a year-end annual compiled report. The KPIs are as follows:

- Total program vehicle trips reduced
- Total program vehicle miles traveled (VMT) reduced
- Pounds of pollutants reduced
- Total incentive participants

It is RCTC's intention to manage the Commuter Assistance Program in a manner consistent with year over year population growth (or decline) in Riverside and San Bernardino counties. The Contractor's performance in managing and implementing the Program will be judged purely against these key performance indicators.

**Funding**

Measure A serves as the primary funding source for the western county Commuter Assistance Program throughout the entire contract period. Grants will supplement Measure A and provide funding for adhoc rideshare projects. SANBAG projects will be funded primarily with Congestion Mitigation and Air Quality (CMAQ) funds and matched with San Bernardino County local Measure I funds passed through SANBAG to RCTC. RCTC occasionally receives grants for CAP project implementation; The Contractor agrees that such work will be incorporated at RCTC direction at rates specified in cost proposal or established labor rates.

**Office Location/ Set-up**

The Contractor shall establish an office location in the Inland Empire within close proximity (30 minutes) to either RCTC or SANBAG offices for the duration of the contract. This office shall be staffed and furnished by the Contractor and have standard business hours of operation. The office must be publicly accessible and be equipped with a conference room, phone lines/service, computers, photocopier, fax machine, storage room for marketing collateral, and a safe for storage of merchant gift cards. The Contractor will set-up, operate, and maintain the following office elements:

- Call Centers/ Communications**
  - Toll-free commuter based phone line (866-RIDESHARE)
    - Minimum of two Helpdesk phone lines into and out of the office
    - Voice Mail
  - Toll-free employer based phone line (866-IECS4HELP) and Local area based phone line (951-343-2663)
    - Minimum of three Helpdesk phone lines into and out of the office
    - Voice Mail

Contractor is responsible for set-up, operation and maintenance of the call center/communication lines.

**Photocopier** To support client outreach and enrollment.

**Safe** The Contractor will provide secure (and fireproof) storage for the incentive gift cards referenced in the Rideshare Incentives section of the SOW and to secure Rideshare Week prize donations.

**Storage Room** To house various CAP related marketing collateral, stationery and promotional items.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

## Team Structure & Organization

Given that RCTC manages not only its own CAP but a mirror CAP on behalf of SANBAG, the Contractor must allocate resources according to both function and geography to support separate efforts in both Riverside and San Bernardino Counties. In order to start program operations with the agreed-upon understanding and expectations of all parties, Contractor will host RCTC and SANBAG leadership and CAP program managers, within the first 60 days of the contract execution, for the first of up to four half-day strategic planning and partnering sessions, culminating in a consolidated strategic, business, and action plan for the CAP.

## Period of Performance

The initial period of performance for this contract will be two years, from June 1, 2015 to June 30, 2017 with an additional two one-year option periods.

## Programs and Services

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Employer partnerships are at the core of the Program and provide an efficient and effective channel for RCTC's TDM products to be delivered to its constituents. Additionally, RCTC has partnered with its sister agency, the San Bernardino Associated Governments (SANBAG) in order to implement its Commuter Assistance Program. While some minor implementation differences are in place, for all intents and purposes and when responding to the RFP, Proposers should recognize that the two programs generally mirror each other and will be operated concurrently by the Contractor.

To support these partnerships and efforts by local employers in implementing and maintaining rideshare activities at their work sites, the Programs and Services element provides turnkey services and tools to Riverside and San Bernardino County employers and commuters, including:

- Employer outreach
- Employer rideshare planning
- Commuter transportation survey services
- Production and distribution of personalized RideGuides
- Ridematching for carpools and vanpools
- AQMD Rule 2202/ Average Vehicle Ridership (AVR) support and technical assistance
- Commuter incentives
- Marketing materials
- Staff support for employer events
- Continuing education through transportation forums and newsletters
- Rideshare week and the ETC kick-off event
- Other specialized efforts as determined by changing conditions

Employers are retained through the use of an Employer Partnership Agreement (EPA) which is renewed every three years. Outreach to potential new employer clients, renewals of existing employers and management of the employer database will be the responsibility of the Contractor. Additionally, with the use of individual accounts in IE Commuter, Programs and Services also includes outreach to individuals or clusters of individuals, individual end user marketing, account management and technical support.

#### A. Employer Services

##### Employer Outreach/ Program Enrollment

Contractor will initiate outreach and facilitate enrollment with new and existing employers in Riverside and San Bernardino County. Employer clients acknowledge their enrollment and level of participation in the CAP program by signing an EPA. Employers may be enrolled in one or all of the employer services, therefore, Contractor will tailor consultation to employer leads specific conditions; company size, demographics, accessibility to transportation facilities, internal policies, ETC availability, etc. Currently, there are over 300 Inland Empire employers enrolled via EPAs that all expires on June 30, 2016. Contractor will update customized RCTC and SANBAG EPA forms (as needed), keep signed EPAs on file and mail fully executed EPAs to clients.

Alternative approach to EPAs: Contractor will investigate eliminating the Employer Participation Agreement forms and process to increase participation among employers. Contractor shall observe and evaluate the current EPA process and research whether an equal or increasing number of employers (and employee reach) could be served without the signed EPA document while achieving the same goals. See #3 in Exhibit "C" - CAP Proposal Refinements.

Contractor will provide outreach to Riverside and San Bernardino County employers outside of the installed base of employer clients to enroll incremental employer partners. Contractor will generate leads through referrals, events, Dun and Bradstreet list (employers with more than 250 employees), and coordination with business organizations, etc. and follow up with new leads generated from IE Commuter. Company name, contact person, address, telephone and fax numbers are available to the Contractor to use for outreach/enrollment purposes.

Contractor will enter data into the IE Commuter administration portal, track, and report:  
1) Employer Name 2) Number of Employees 3) Industry 4) City 5) County 6) Status (existing/new) 7) Number of Worksites 8) AQMD Status 9) Plan Due Date (if applicable) 10) Last Survey Date (if applicable). RCTC will be provided continuous online access to the employer data as well as provide reports as requested.

##### Deliverables:

- Territory plans for both Riverside and San Bernardino counties. Plans to include, but are not limited to County overview, commuter patterns, employer profile, industry representation, employer clusters, transportation infrastructure, transit/rail/bike information, goals/challenges/opportunities.

- FY 15/16 Targets

	RCTC	SANBAG	TOTAL
Total Signed Employer Partnership Agreements (Renewals and New)	160	175	335

**Employer Development**

Contractor will develop and implement with RCTC approval, incentives and/or strategies to maximize an employer client’s participation in the CAP program. Through regular contact with employers, education and information exchange, Contractor will tailor participation goals for each employer. More often than not, the rideshare component is a very small fraction of an ETCs job function. Understanding employers’ needs and challenges, and customizing the services rendered is critical to building and maintaining positive working relationships to effectively increase worksite participation. Contractor will be responsible for prioritizing resources and efforts accordingly to achieve program goals. Among the tools the contractor will use to understand ETCs’ motivations and maximize their participation in the CAP program are SWOT analysis, online research to determine the commuting needs of employees and the most important triggers to choosing ridesharing, and strategic selling, active listening and problem solving with stakeholders and employer clients to better understand their issues, challenges, and opportunities.

**Deliverables:**

- Employers successfully reaching or exceeding established program participation goals year over year, ultimately resulting in a net increase in program performance elements: surveys, Rideshare Incentive participation, Rideshare Plus participation.
- Generate and distribute Annual Employer Reports to ETCs which translate an employer’s participation in the CAP program into trips and emissions reduced.

**KPIs:**

- Number of employers with registered ETCs.
- New employers added.
- Net increase in program performance elements: surveys, Rideshare Incentive participation, Rideshare Plus participation.
- Number of Annual Employer Reports distributed to ETCs.
- % increase in employers meeting or exceeding established program participation goals.

**Employer Transportation Survey/ RideGuide/ AVR Services**

Contractor will provide transportation survey, RideGuide/ridematching, Average Vehicle Ridership (AVR) report, and post survey analysis services to employer clients. Briefing meetings will be scheduled and conducted with the ETC to provide an overview of the AVR/ transportation survey process and assist employers with implementation of surveys (printed or electronic) at one or multiple employer worksite(s). An employer survey processing calendar should be managed in order to ensure equal distribution of workload and to ensure survey fulfillment targets (below) are achieved.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

**Survey Fulfillment Targets**

- Process paper employer surveys with less than a 10% error rate. Surveys with an error rate in excess of 10% will be returned to employer for correction.
- Produce employer Average Vehicle Ridership (AVR) report from employee survey data and provide to employer within five business days.
- Ten (10) working day turnaround time for the production of RideGuides and employer survey analysis.

Using IE Commuter, Contractor will process all surveys (paper and electronic) to generate RideGuides (paper and electronic), AVR reports, and post survey analysis reports for employer clients. Additional steps are involved with processing paper surveys and RideGuides. Paper surveys are imported into the IE Commuter after they have been scanned for errors and data has been captured (optical or keypunch services at the Contractors discretion) and transferred into an electronic file conforming to the IE Commuter data import format. Following the survey process, employees that have expressed interest in ridematching but do not provide an email address during the survey process will receive a paper RideGuide. Paper RideGuides are printed from IE Commuter and prepared (folded and stuffed) for delivery to clients. For quality control purposes, samples of RideGuides will be reviewed. To conclude the survey process, Contractor will schedule and conduct a meeting with the ETC to present AVR and post survey analysis reports generated by IE Commuter.

Contractor will keep abreast of Rule 2202 guidelines and provide liaison with SCAQMD staff to identify and resolve AVR issues and clarification of program processes, as needed. Contractor will troubleshoot IE Commuter to assess issues for clarification to staff or to interface with RCTC technical consultant for interpretation or repair. Contractor will track and report on client production of 1) Surveys processed 2) RideGuides generated for reporting purposes in IE Commuter.

**Deliverables:**

- Standard operating procedure (SOP) for processing paper, online, and combo surveys, generating RideGuides and survey analysis reports, including quality control review. The SOP will include the procedures for staying up to date on Rule 2202 and coordinating with South Coast AQMD staff.
- Employer survey processing calendar.
- FY 15/16 Targets

	<i>RCTC</i>	<i>SANBAG</i>	<i>TOTAL</i>
Survey/Rideguide Services	385	260	630
Commuter Surveys	67,000	58,700	125,700
RideGuides	23,900	16,500	40,400

**KPIs:**

- Decreased error rate on paper employer surveys.
- Produce employer Average Vehicle Ridership (AVR) report from employee survey data and provide to employer within five business days.
- Ten (10) working day turnaround time for the production of RideGuides and employer survey analysis.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

- % reduction in costs to process paper surveys.

*In FY 13/14, 66% of all surveys processed were paper surveys and 34% were electronic. Some industries in the Inland Empire, such as those with employees with limited to no web access, are not conducive to the electronic Survey process. Migrating the other industries from paper to electronic processing is an ongoing initiative.*

#### **Employer Information Services and Support**

Contractor will maintain and staff a toll-free help line, 1-866-IECS4HELP, to provide customer assistance to employer representatives using the CAP suite of services. Contractor will support employer leads and clients via this employer help line and via e-mail.

#### **Deliverables:**

- Contractor will serve as a rideshare resource and provide the following services:
  - Provide general assistance to employer clients using the Electronic Survey or requiring a higher level of clarification of the AVR Program.
  - Provide technical assistance (Contacts/ Rule Interpretation/ Commute Reduction Strategies/ Marketing/ Information Referral/ Other Services) to ETCs.
  - Provide information to ETC and/or referral to another source regarding programs and services which are beyond IE Commuter's funding or scope of service.
  - Fulfill employer client requests for marketing collateral (flyers, paycheck stuffers, posters, etc.) to supplement their internal marketing efforts/campaigns.
  - Provide staff resources (Commuter Exchange and/or Staff) for employer promotions, rideshare or benefits fairs, employer presentations, lunchtime promotions and worksite mode formation meetings.
- Contractor will develop for RCTC's consideration, a contact center scope, schedule and budget center to support the Inland Empire's transportation agencies and serve as a one-stop portal for the public.
- Contractor will develop a proposal for customer satisfaction survey tools for RCTC review and approval.

#### **Employer Events (Kick-Off Meeting/ Marketing Workshops)**

Contractor will plan, organize, and implement three Inland Empire employer events network meetings to provide continuing education (marketing certificate) for employer representatives. One of the three network meetings includes the Rideshare Week Kick-Off Event. The Contractor will be responsible for activities including, but not limited to, researching, recommending, and securing dates, speakers (if applicable), and locations, coordinating meeting logistics to include room set up, materials preparation, ensuring event content meets marketing criteria set forth by AQMD, providing staffing assistance, and assisting with other event activities including site coordination, vendor participation, and tracking event participation. As part of these services, Contractor will also conduct post-event evaluations and incorporate changes from feedback into future events.



Deliverable:

- FY 15/16 Targets

	<i>RCTC</i>	<i>SANBAG</i>	<i>TOTAL</i>
<b>Network Meetings</b>			
ETC Kick-Off Meeting	Shared	Shared	1
Marketing Workshop	Shared	Shared	2

KPI:

- Number of attendees qualifying for course completion.

**B. Commuter Programs**

**Rideshare Commuter Incentive**

To reduce single occupant vehicle trips, this short term incentive offers \$2/day for each day a new rideshare participant uses an alternate mode of transportation in a three month period. Incentive payments are provided in the form of Vons, Stater Bros, or Amazon gift cards. The incentive is available to western Riverside County residents and San Bernardino County who currently drive alone to participating employers and start any of the rideshare alternatives. Enrollment in this incentive is available to employees of employer clients online at IECommuter.org or via paper forms.

Contractor will market and administer the Rideshare Incentive Program to employers located in Los Angeles, Orange, Riverside, San Bernardino and San Diego counties. In addition to receipt of the incentive and payment letter, participants will receive a follow up notice (Employee Report Card) detailing how much money they saved and how many trips and emissions were reduced as a result of their ridesharing efforts. Contractor will approve online enrollment forms, generate payment letters, and employee report cards using the incentive module of IE Commuter and will process incentive gift cards according to established policy.

The Contractor will manage procurement, accounting, handling and delivery of incentive scrip payments in a manner that best protects RCTC against fraudulent practices. Contractor management practices will be audited one time per year by RCTC or RCTC's agent or additionally as deemed necessary.

It should also be noted that RCTC expects to implement a new financial incentive program at some point during the course of this contract. Contractor shall build a framework for a multimodal rideshare rewards program and for new incentives program focused on rail and transit. Contractor will also develop a strategy and implementation plan to transition the application, approval, and administration of incentives to an entirely electronic (no paper) process. RCTC envisions the new incentive programs to promote the use of bus and rail transit as well as the carpool element of its SR91 toll facility via the use of transponders.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

Contractor will enter into IE Commuter, track, and report on 1) Rideshare Incentive Participants by County 2) Translated trip reductions, miles reduced, and emissions reduced 3) Participant submission broken down by paper or online submission.

**Deliverables:**

- Regular reports to RCTC on Rideshare Incentive participants, translated trip reductions, miles reduced and emissions reduced, participant submissions and pertinent campaign results such as impressions, reach, click-through rates and conversions.
- FY 15/16 Targets

	<i>RCTC</i>	<i>SANBAG</i>	<i>TOTAL</i>
Participants	1,185	1,545	2,730

**KPI:**

- % increase in new IE Commuter participants.

**Rideshare Plus Program**

To recognize the contribution of commuters who have been ridesharing three months or longer, this incentive offers discounts at restaurants, entertainment and service facilities to participants who live in western Riverside and San Bernardino County, and rideshare at least five days per month. Members are provided with an Entertainment membership that includes a Rideshare Plus Rewards Book containing premium coupons (over \$1,000 in value) from Entertainment, Inc. and online access to [www.rideshareplus.info](http://www.rideshareplus.info), powered by Entertainment’s Online Savers Guide for additional online and mobile-app discounts at over 200,000 merchants nationwide. Enrollment in this incentive is available online at [IECommuter.org](http://IECommuter.org) or via paper forms.

Contractor will administer and market Rideshare Plus Rewards Program to employers located in Los Angeles, Orange, Riverside, San Bernardino and San Diego Counties. Contractor will sub-contract with Entertainment Inc., or vendor equivalent, to provide a similar incentive package. Contractors will a) select offers/promotions for the Rideshare Plus Rewards Book based on locations that serve Rideshare Plus membership b) mail out correspondence/announcements to Rideshare Plus employer clients and members informing them of annual update process, c) deliver Rideshare Plus Rewards Book to members, d) resolve member complaints with Entertainment, or vendor equivalent, regarding merchants who do not honor the discount as outlined in the Rideshare Plus Rewards Book.

To foster continued engagement with IE Commuter and reduce overall costs administering this incentive, Contractor will continue to research and implement new strategies to leverage digital processes all while enhancing the customer experience.

Enter into the administration portal of IE Commuter, track, and report on 1) Rideshare Plus Participants by County 2) Translated trip reductions, miles reduced, and emissions reduced 2) Participants broken down by new or renewal 3) Participant submission by paper or online submission 4) Participation in RidesharePlus promotions.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

Deliverable:

- FY 15/16 Targets

	RCTC	SANBAG	TOTAL
Participants	5,500	7,800	13,300
Rideshare Plus Rewards Offers	Shared	Shared	Minimum 100,000 offers

**Vanpool Incentive Program**

This incentive provides \$1,800 over nine months for the formation of new vanpools by Riverside and San Bernardino County residents. The program is operated in coordination with subsidized programs offered by Los Angeles County Transportation Authority (Metro), Orange County Transportation Agency (OCTA), and San Bernardino Associated Governments (SANDAG) to ensure new vanpools do not secure incentives from more than one agency.

Contractor will market and administer the RCTC/SANBAG Vanpool Incentive Programs. At the time of contract award, it is anticipated that SANBAG will have implemented a countywide NTD vanpool program expansion providing \$400/month for each vanpool in perpetuity. A determination whether RCTC adopts the same NTD incentive will be made during the first year of the contract. Contractor will be responsible for administering or supporting two separate vanpool incentives programs. RCTC’s vanpool incentive provides \$1,800 over nine months for the formation of new vanpools. Contractor will coordinate with Metro, OCTA, and SANDAG to ensure new vanpools do not secure incentives from more than one agency. Contractor will register and maintain vanpool commute and contact data in IE Commuter. Contractor will enter into the administration portal of IE Commuter, track, and report on 1) Number of vanpools receiving RCTC/SANBAG incentive 2) Translated trip reductions, miles reduced, and emissions reduced.

Deliverables:

- Establish a new standard operating procedure (SOP) document for the vanpool program.
- Qualify potential vanpool groups in accordance with their eligibility, RCTC’s Program Resolution, and SANBAG’s NTD vanpool guidelines.
  - Verify with Metro, OCTA or SANDAG that the vanpool is not receiving any other subsidy.
- Establish and document a protocol for exchanging NTD data with designated partners, including PII compliance as appropriate.
- Prepare quarterly report of incentives issues, vanpool participation, and vehicle trips.
- Coordinate the potential transition of RCTC vanpool subsidy.
- Maintain the integrity and accuracy of IE Commuter’s vanpool database and provide reports on incentives distributed and the resulting trip, mileage and emission reductions.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

**KPIs:**

- % of accurately issued vanpool incentives.

**Guaranteed Ride Home Program**

This project offers employees who share the ride to work a free rental car or taxi ride home (twice per year) in case of an emergency or unexpected overtime. This program is available to all ridesharing employees of an employer client with a signed EPA, regardless of home county origin.

Leveraging existing GRH policy and guidelines, Contractor will administer and market the regional Guaranteed Ride Home (GRH) Program to employers located in Riverside and San Bernardino counties. The GRH Program is available to all ridesharing employees of an enrolled employer, regardless of home county origin. Additionally, Contractor will:

- a. Enroll GRH employer clients in GRH module/database and maintain spreadsheet of current client listing. Run a monthly report of new clients and enroll in the GRH database.
- b. Monitor any employer changes and send to the regional GRH Program Manager.
- c. Troubleshoot client issues and document the resolution.
- d. Enter, track, and report on GRH participation by county.

**Deliverables:**

- Contractor will create a standard operating procedure to document step-by-step processing, validation and payment of GRH trips, including strategies for detecting potential fraudulent or disallowed use.
- Monthly GRH reports provided to the regional GRH program manager: new employers enrolling in the GRH program, changes in employers, client issues, troubleshooting and resolution; and GRH participation by county.

**Commuter Information Services**

RCTC requires that a toll-free commuter based customer service information number, 1-866-RIDESHARE, is maintained and staffed. This line is also a direct transfer from 511 for Inland Empire rideshare calls. Live operators answer the phones from 8:00am to 6:00pm weekdays, except holidays. An after-hours voice mail service is provided and phone calls are returned the next business day. Operators answer a wide variety of questions on topics such as the Commuter Assistance Programs, park and ride lots, GRH, ridematching, traffic information, etc. The number provides a one stop shop for rideshare information.

Contractor will respond to and provide rideshare assistance to Riverside and San Bernardino County residents who call 1-866-RIDESHARE and 511 or submit inquiries through IE511 or IE Commuter. Assistance will be provided either by phone, e-mail, or fax and includes, but is not limited to, IE Commuter account set up, ridematching, RideGuide requests, and other rideshare related topics. Telephone call activity will be tracked and reported by Contractor to help assess various marketing campaign efforts and 511 phone activity. Contractor will establish outbound follow up call

protocols to offer additional assistance, promote incentive programs, and update commuter account information as needed. The Contractor will provide office phone equipment capable of accommodating call volume growth up to 15,000 calls per year.

**Deliverables:**

- Provide office phone equipment capable of accommodating call volume growth up to 15,000 calls per year.
- Track and report telephone call activity to help assess various marketing campaign efforts and 511 phone activity.
- Establish outbound follow-up call protocols to offer additional assistance, promote incentive programs, and update commuter account information as needed.
- FY 15/16 Targets

	<i>RCTC</i>	<i>SANBAG</i>	<i>TOTAL</i>
866-RIDESHARE	Shared	Shared	4,000

**KPIs:**

- % uptime of telephone equipment.
- % of calls answered ranked by 10-second increments.
- % increase in the number of outbound phone calls and their associated metrics.

**C. Park and Ride Development**

To support formation of carpool and vanpool arrangements, this project leases existing parking spaces from schools, shopping centers, churches, and various other businesses, to establish park and ride lots. The lease, a three party agreement between the property owner, Caltrans and RCTC or SANBAG, allows flexibility in meeting the changing needs of ridesharing commuters as location and number of spaces can be adjusted under the annual lease process. The Contractor will provide outreach services related to establishing park and ride leases for both RCTC and SANBAG.

**Deliverables:**

- A scope, schedule and budget for outreach services to establish an agreed-upon number of new park and ride lot leases will be developed and presented to RCTC for review and approval.

**KPIs:**

- Number of new park and ride lots.
- Number of new parking spaces.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

## Marketing and Communications

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The Contractor will work in coordination with RCTC to develop messaging, advertising, marketing pieces, and other collateral materials to support the CAP program. Programs and services will be marketed and promoted through media advertising and with collateral materials under the IE Commuter umbrella that align with and leverage the IE511 brand. The Contractor will develop a marketing plan (Plan) within the first three months of the project that serves as the blueprint for the communications effort. Contractor acknowledges that it represents RCTC and is acting on behalf of RCTC. Contractor shall not market or promote its own brand as part of this effort.

### A. Communications

#### Marketing Plan Development

The marketing plan (Plan) will reiterate CAP objectives and target audiences and will include key messages to be used in all communications to commuter and employer markets and submarket segments along with the strategies and tactics to reach each audience. Contractor will identify outreach strategies to be deployed and the channels through which target audiences can be reached most cost-effectively. An evaluation mechanism for each strategy will be developed so that results can be tracked throughout implementation and changed as needed to be more effective. The marketing plan will be completed within three months of permission to start from RCTC. The Plan and all resultant products will be reviewed and approved by RCTC.

#### Deliverables:

A marketing plan that includes the following:

- IE Commuter Style and Branding Guidelines
- Online and mobile strategy, including online marketing, search optimization, and social media/networking
- Media plan/spend
- Recognition event (optional)
- Public relations strategy
- Collateral needs
- Identify marketing needs, including but not limited to telemarketing, direct mail, video media, events (the plan will include strategies and types of tactics to be undertaken; specific schedules will be developed once the contract is signed).

#### KPI:

- % increase in IE Commuter registrations and mode shift.

#### IE Commuter

Commuters and travelers looking for rideshare assistance (carpool, vanpool, or transit) will be directed to [www.IECommuter.org](http://www.IECommuter.org), a robust, secure, and mobile-friendly website. Additionally, worksites will find general information about employer services under the same IE Commuter website. Once on the IE Commuter site, visitors can set up an account and get transit information or rideshare information personalized to their schedule and route. The Contractor will update/maintain CAP program content, including but not

limited to employer services content, commuter incentives content, park and ride information, employer event schedule, etc. Contractor will be provided with a login/password to access the IECommuter.org website content editing tool.

**Deliverables:**

- Contractor will make recommendations to RCTC as opportunities for IE Commuter to support other RCTC and SANBAG projects arise.

**Collateral Development and Sales Support**

Collateral materials – brochures, fact sheets, promotional items, sales presentations, success stories, maps, and other materials that support IE Commuter messages – are an important part of the IE Commuter account executive’s toolbox. These materials explain IE Commuter services value proposition to target audiences, increase IE Commuter awareness and consideration, persuade and prompt actions to be taken, and give them a resource for moving forward with changing driving behavior. As part of the transition, the Contractor will assess the current suite of collateral materials and make recommendations to cost effectively support the marketing plan.

Key elements of the Contractor’s approach to developing collateral materials and other sales support efforts:

- Materials will increase awareness and consideration of CAP programs and services, and drive target audience traffic to IECommuter.org.
- Sales support items (including presentations, fact sheets, brochures, success stories, giveaways, and event displays) and lead generation activities (direct mail and telemarketing) will be developed and coordinated as determined by the marketing plan, to ensure consistency of message, quality, and usage.

Collateral and sales support materials will include, at a minimum, the following items:

- **Sales Toolkit Development**  
Account managers need materials to take with them to employer presentations. The Contractor will develop a customizable sales kit (RC or SB). This kit will be IE Commuter branded and will cite IE Commuter staff as the contact for detailed information for carpooling, vanpooling and other IE Commuter programs. Typically, a sales kit will include:
  - A branded folder with a place for the account executive’s business card
  - A brochure for employers on commuter services offered by the Contractor
  - A standalone card for each program
  - Fact sheets relevant to the specific services available in the account manager’s geographic region, including vanpooling, guaranteed ride home, etc.
  - Local transit and bike maps (if available)
  - A brochure and/or promotional items about IE Commuter
  - Relevant enrollment forms
  - An accompanying PowerPoint presentation aimed at company decision-makers

- **Electronic Newsletter**  
Existing newsletter efforts (Rideshare Connection) will be combined into two e-newsletters that cover the entire Inland Empire area but which feature individual regional features as applicable. One e-newsletter will focus on the commuter; the other will focus on employers. The Contractor will distribute the e-newsletter via e-mail to commuters registered in IE Commuter, key local stakeholders, employers, and others who opt in to receive information. In addition, the Contractor will make the newsletter available on the IE Commuter website in PDF format and potentially through social networking tools.
- **IE Commuter Brochure**  
The Contractor will develop a single brochure (or other collateral piece) describing services offered by IE Commuter for commuters. This will cover at a minimum ridematching services and incentives, vanpooling options, transit planning, and guaranteed ride home. IE Commuter will be referenced as the go-to source for travel and transit information, including online ridematching.
- **IE Commuter Promotional Items**  
Additionally, small promotional items such as pens, magnets, mugs and USB chargers will be purchased by Contractor in a higher volume in order to maximize economies of scale. These items can be handed out at events as well as included with the account executive's Sales Toolkit as a leave-behind item. Promotional items can be more versatile than the collateral pieces focused only on new employers, since these items can be equally effective with existing employer clients.

**Deliverables:**

- Customizable Sales Toolkit for Riverside and San Bernardino counties.
- Distribute e-newsletters and post e-newsletters on IE Commuter website.
- Develop an IE Commuter brochure.
- IE Commuter Promotional items.

**KPIs:**

- Number of sales toolkits used for employer consultations.
- Number of days to newsletter.
- Number of stakeholder requests for IE Commuter brochures.

**Graphic Design and Content Development**

The Contractor will work in coordination with RCTC to develop one or more of the following:

- Graphic design and production of print advertising, marketing, and other collateral materials to support CAP projects and programs. These materials may include brochures, newsletters, graphics, fact sheets, print and/or online advertisements, promotional items, and other collateral. Specific examples include: RidesharePlus Rewards Book designs, GRH posters and flyers, paper RideGuide maps and design, employer event invitations).



- Signage including the design and fabrication of construction project and highway Signage, custom exhibit/trade show exhibits, and/or procurement of promotional items such as mugs, pens, and other promotional items, as necessary.
- Video production to develop both cost-effective videos, as well as high-end, multi-media.
- Presentations for use on a variety of platforms including the Web and PowerPoint presentations. The ability to produce animated PowerPoint presentations is also desired. These efforts will require production, editing, casting, scriptwriting, digital animation, and other expertise.
- Photographic services in support of targeted marketing campaigns and public outreach campaigns.
- New media efforts for various projects such as social media, blogs, and other Web- or electronic-based outreach.

**Deliverables:**

- Design and fabrication of Construction project and highway signage.
- Custom exhibit/trade show exhibits that maintain a professional and modern design yet are collapsible for easy transport.
- Video production for both cost-effective and high-end multimedia.
- Presentations production for a variety of platforms including website, video, and PowerPoint.
- Photographic services in support of targeted marketing campaigns and public outreach campaigns.
- New media efforts for various projects such as social media, blogs, and other Web or electronic-based outreach.

**KPIs:**

- % increase in CAP program participation.
- % decrease in costs in marketing material production.

**B. Media Planning, Purchasing, and Advertising Services**

The Contractor will provide media recommendations and buying services for print, broadcast, online and other advertising services in step with the marketing plan. As traffic to IECommuter.org increases, RCTC may require expertise in advertising sales, sponsorship, and account management services to develop and execute sponsorship programs for IE Commuter online properties, and identify and contact potential sponsors or partners on behalf of RCTC, possibly on an annual basis.

**Deliverables:**

- Media recommendations and buying services for print, broadcast, online and other advertising services.
- Monthly reporting on new users joining IE Commuter and the relevant advertising campaigns they can be attributed to.
- Media/Communications/Events Calendar.

KPI:

- KPIs to be determined by the goals of a particular media buy.

**C. Events/Rideshare Week**

**Rideshare Week**

The biggest industry related promotional event of the year is the annual statewide Rideshare Week campaign. Contractor will plan, organize, and implement Rideshare Week (RW) in the Inland Empire. Contractor will develop RW promotional themes for RCTC review/development. Once a RW theme has been decided, Contractor will:

- Coordinate RW material review with the preparation of the timeline, list of materials, promotional items and quantities for RCTC review.
- Coordinate the production and delivery of RW promotional materials
- Research new RW Sponsors and solicit for prize donations.
- Develop and write RW Sponsor letters for RCTC review.
- Mail solicitation letter to approximately 500 potential RW Sponsors.
- Solicit area newspapers for free advertising space for RW.
- Secure donated RW prizes and sponsor logos.
- Prepare RW sponsor and prize list.
- Prepare thank you letters and arrange for gift baskets (or similar recognition item) for all RW Sponsors; Send or deliver letters, gift baskets and copies of marketing materials to RW Sponsors.
- Develop in coordination with RCTC the RW ETC contest, rules and the securing of prizes.
- Track, and report on 1) Rideshare Week Participation Results 2) Participation broken down by County. 3) Comparison reports to prior years.

Deliverables:

- FY 15/16 Targets

	<i>RCTC</i>	<i>SANBAG</i>	<i>TOTAL</i>
Rideshare Week Sponsors	Shared	Shared	20 – 30 Sponsors
Rideshare Week Prizes	Shared	Shared	Minimum \$30,000 Total Value of Donated Prizes per Year

KPIs:

- Rideshare Week participation results.
- Participation broken down by county.
- Comparison reports to prior years.

Attachment: 24-1003126 Exhibit A (10627 : Agreement No. 24-1003126 with RCTC for Rideshare Program Implementation)

## **CAP Program Management/ Administration**

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Provide overall program coordination between Contractor staff and RCTC, with regard to the development and implementation of the Commuter Assistance Program (CAP), data tracking, program reporting, event management, documentation retention, graphic design services and the delivery and/or distribution of the products necessary for their support. Prepare and submit progress reports in the format and frequency prescribed by RCTC.

### **A. Administration**

Contractual, financial, and documentation management:

- a. Contractor oversees assignment and completion of all work by Contractor staff.
- b. Work productivity and timeline for completion will be those established by RCTC and Contractor Program Manager.
- c. Contractor Program Manager will ensure the timely delivery of goals, products and deliverables through ongoing oversight of staff. Coordination and issue resolution will occur with RCTC Program Manager.
- d. Contractor will monitor and manage the number of labor hours expended to ensure that the number of hours/budget utilized do not exceed the hours/budget allocated.
- e. Monitor special projects labor hours/budget and to ensure proper billing.
- f. Contractor will invoice RCTC on a monthly basis.
- g. Contractor will provide annual budget projections for incentive programs.
- h. Participate in annual programmatic and financial reviews and audits.
- i. Maintain employer client filing system according to established policy.

Deliverables:

- Monthly invoicing
- Quarterly progress reports
- Annual budget projections for incentive programs
- Year End Program Report

### **B. Project Transition Planning**

As previously stated, RCTC has used and is currently using a contractor to implement the Commuter Assistance Program. The current contract expires at midnight on June 30, 2015. As such, the Contractor will be responsible for participation and coordination with the team from the current contractor in order to ensure an orderly transition of ridematching software, phone lines, 866 numbers, office set-up, client outreach and support and program marketing. The contractor is responsible for the provision of office space as required, all telecommunications equipment, all computer equipment required for access to the IE Commuter system, office clerical and staff support, account managers/program administrators, graphic supplies and ancillary office equipment as needed to implement and operate the Commuter Assistance Program.

Deliverables

- A fully functioning and staffed Commuter Assistance Program will be operational in Parsons Brinckerhoff's San Bernardino office on or before July 1, 2015.

KPIs:

- Fully functioning phone, Internet and IE Commuter software.
- Staffing resources identified, in place and trained.
- Accounting, filing and project documentation systems opened and operational.
- Marketing materials available and needed updates identified.

**C. Program Reporting and Refinement**

Program performance reporting is key to validating the success of the program and establishing which TDM strategies and outreach methods are most effective. Program performance measures to be tracked and reported on by the Contractor include, but are not limited to:

- Employer Clients (Signed EPA)
  - Number of employees by worksite and percentage that are participating in commute alternatives
  - Total ETCs on File
- Commuter Surveys Processed (Total/Paper/Electronic)
- RideGuides Issued (Total/Paper/Electronic)
  - Electronic (Open Rate/Bounce)
- Total Commuters on File (IE Commuter System)
  - Total Active IE Commuter Accounts
  - Survey Vs. Public Web Registration
- IECommuter.com Web Visits
  - Sources of visits (survey, search, online advertising, email, etc)
- Calls to IE Commuter Phone Lines
  - Sources (511, AQMD, etc)

Initial program targets will be established by RCTC; however, the contractor will help refine and build on existing goals, performance measures, and desired outcomes, and then establish appropriate output and activity measures that contribute to these outcomes. The Contractor shall use agreed upon performance evaluation to continuously adjust or improve program operations and administration to meet program goals tied to the Key Performance Indicators (KPI) below.

A strong emphasis shall be placed on the KPIs which directly translate the results of the contractor's administration of the program. The Consultant shall establish specific targets for desired achievements as directed by RCTC. In this way, the program and its various elements have a set of clear, measurable objectives that focus on results. These targets shall be realistic, but also challenge staff to advance beyond current levels and continually enhance market reach, customer service, and overall program effectiveness. The Consultant shall perform annual assessments and recommend refinement to RCTC to continually improve and enhance program effectiveness.

Deliverables:

- Quarterly progress reports
- Quarterly recommendations for performance improvement

KPIs:

- Total program vehicle trips reduced
- Total program vehicle miles traveled (VMT) reduced
- Pounds of pollutants reduced
- Total incentive participants

## EXHIBIT B

### FEDERAL FLOW DOWN PROVISIONS

#### ARTICLE I – FISCAL PROVISIONS

- A. The Cost Principles and Procedures set forth in 48 CFR Ch. 1, Subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- B. RCTC agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to RCTC that are determined by subsequent audit to be unallowed under 48 CFR, Ch.1, Subch E, Part 31, Contract Cost Principles and Procedures, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be repaid by RCTC to Agency. SBCTA shall then repay RCTC for such costs, if such costs are for the Services, using local funds.

#### ARTICLE II – AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

- A. RCTC agrees that any and all subcontractors of RCTC performing Work under this Agreement will comply with the terms and conditions of this Agreement applicable to the portion of Work performed by them. CONSULTANT shall incorporate the following applicable provisions of this Agreement into their subcontracts regardless of the tier: Article I -- Fiscal Provisions, and this Article II -- Audits, Third Party Contracting, Records Retention and Reports.
- B. RCTC shall provide SBCTA, or authorized representatives or agents of SBCTA, including but not limited to Caltrans, Federal Transit Administration (FTA) or Federal Highway Administration (FHWA), access to CONSULTANT's records that are directly related to this Agreement for the purpose of inspection, auditing or copying. RCTC shall maintain all records related to this Agreement 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, except in the event of litigation or settlement of claims arising out of this Agreement in which case RCTC agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Agreement. RCTC further agrees to maintain separate records for costs of work performed by amendment. RCTC shall allow SBCTA, Caltrans, FHWA, FTA or any duly authorized agents to reproduce any materials as reasonably necessary.

- C. The cost proposal and/or invoices for this Agreement are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After RCTC receives any audit recommendations, the cost proposal shall be adjusted by RCTC and approved by SBCTA's Project Manager to conform to the audit recommendations. RCTC agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at SBCTA's sole discretion. Refusal by RCTC to incorporate the audit or post award recommendations will be considered a breach of the Agreement and cause for termination of the Agreement. Any dispute concerning the audit findings of this Agreement shall be reviewed by SBCTA's Chief Financial Officer. RCTC may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report. SBCTA shall pay all costs related to the audit. Further, a breach under this clause shall not imply any wrongdoing by RCTC. SBCTA shall pay RCTC for work completed up to the date of termination if such costs are for the Services. As determined necessary by SBCTA, such payment will be made using local funds.
- D. RCTC agrees that RCTC's travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project Costs only after those costs are incurred and paid for by the subcontractors.

### **ARTICLE III – EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, RCTC shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. RCTC 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 Practices 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.

### **ARTICLE IV – GENERAL**

- A. Subcontracts must include provisions for terminating the subcontract for cause or convenience by RCTC. B. Subcontracts must include administrative, contractual or legal remedies in instances of the subcontractor violating or breaching the Agreement terms.

### **ARTICLE V – COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

## *Minute Action*

AGENDA ITEM: 14

***Date:*** June 5, 2024

***Subject:***

Contract Task Order No. 5 to Contract No. 23-1002904 for General Support and Program Management Services

***Recommendation:***

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

Approve Contract Task Order No. 5 under Contract No. 23-1002904 with Mott MacDonald Group Inc., for General Support and Program Management Services to support current and future Transit and Rail projects and programs, for an amount not-to-exceed \$4,029,593, for a term through December 31, 2027, to be funded with Valley Local Transportation Funds; **and authorize the Executive Director, or his designee, to execute Contract Task Order No. 5.**

***Background:***

On December 7, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award for On-Call Transit and Rail Services Contracts bench, which included WSP USA, Inc., Contract No. 22-1002744, Mott MacDonald Group Inc., Contract No. 23-1002904, and RailPros, Inc., Contract No. 23-1002905. The On-Call Transit and Rail Services Contracts bench of qualified professionals is intended to provide efficiency and streamline the procurement of services in order to meet project schedules and address the priorities of the SBCTA Board as it relates to these programs. Contract Task Orders (CTOs) are procured on a competitive basis, and issued as appropriate to the firms based on SBCTA's needs, nature of work, staff availability, quality of team, and ability to deliver the project/task on schedule and within the project budget.

CTO No. 5 is intended to provide general support and program management services for the current and future projects and programs as further described under the scope of work. The CTO Request for Proposals was released on October 27, 2023, and was sent electronically to three consultants on the On-Call Transit and Rail Services Contracts bench. The solicitation was issued in accordance with current SBCTA policies and procedures for professional on-call services.

Three proposals were received by the date and time specified in the Request for Proposals and were disseminated to all Evaluation Committee members in accordance with SBCTA current policies and procedures. A responsiveness review was conducted by the Procurement Professional and found all firms responsive. On March 5, 2024, the Evaluation Committee members, which consisted of three SBCTA staff members, concluded their individual review of the proposals and convened to review, discuss, and score the proposals. Based on the proposals submitted, the Evaluation Committee recommended the CTO for General Support and Program Management Services be awarded to Mott MacDonald Group Inc.

***Financial Impact:***

The CTO is included in the Proposed Budget for Fiscal Year 2024/2025 and funded with Local Transportation Fund – Rail in Program 30, Transit.

*Entity: San Bernardino County Transportation Authority*



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***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024. **Authorization for the Executive Director, or his designee, to execute the CTO was added to the recommendation after Transit Committee approval.** SBCTA Procurement Manager has reviewed this item and the CTO.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: June 5, 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.:** 05 **Amendment No.:** \_\_\_\_\_

**Period of Performance:** CTO NTP Start Date **CTO Completion Date:** 12/31/2027

**Scope of Work Description:** General Support and Program Management Services (See Attached Exhibit A- Scope of work)

**CTO Pricing - Cost Proposal Submitted:**

Exhibit B Fee Schedule

**Lump Sum**

**Time and Material**

Original CTO Not to Exceed Amount:	\$	<u>4,029,593.00</u>
Cumulative Amount of All Prior Amendments:	\$	<u>0.00</u>
Current Amendment Not to Exceed Amount:	\$	<u>0.00</u>
Revised CTO Total Amount (Amount Includes All Amendments):	\$	<u>4,029,593.00</u>

**Funding Code for this CTO:** 1040.30.0312.0353.52011.41200000 (offsite hours) – LFT Funds  
1040.30.0312.0353.52010.41200000 (onsite hours) – LFT Funds

Sub-Consultants/Contractors:	DBE	Amount	Cumulative Amount
		\$	\$
		\$	\$
		\$	\$

**Consultant hereby acknowledges receipt and acceptance of the Contract Task Order by signing below.**

**San Bernardino County Transportation Authority**

Ernest A. Figueroa  
Personnel Authorized to Sign

Raymond W. Wolfe  
Executive Director

Authorized Personnel Signature      Date

Executive Director Signature      Date

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

**Available Authority:** \$13,865,566.99

**Remaining Authority After this CTO** \$ 9,835,973.99

## EXHIBIT A

### CTO #5

#### SCOPE OF WORK

#### GENERAL SUPPORT AND PROGRAM MANAGEMENT SERVICES

##### **1.0 BACKGROUND**

San Bernardino County Transportation Authority (SBCTA) is responsible for services to develop and support a large number of transit and rail projects and operations in San Bernardino County. SBCTA's management of these services includes but are not limited to planning, funding, oversight of environmental clearance, engineering, property acquisition, and construction activities. SBCTA is obligated to deliver the projects using the funds available and in a timely manner. The consultant will assist the SBCTA staff by providing staff assistance and technical expertise in managing and overseeing transit projects. Consultant will provide assistance to serve as advisors, managers, and an extension to SBCTA staff.

##### **2.0 GENERAL DESCRIPTION OF SERVICES**

SBCTA will provide overall direction and assign its own staff to perform specific job responsibilities. Under this task order, the Consultant shall function as an extension of SBCTA staff and supplement SBCTA staff by providing specialized expertise as required to effectively manage the various transit and rail programs as well as individual projects. Consultant shall provide technical expertise and support in all areas of project management, construction management, project controls, contract management, and other technical subjects related to transit programs and projects. Specifically, the Consultant shall assist SBCTA staff in the oversight, management, and completion of all work associated with the development and approval of the projects through construction. The performance of these tasks may require extensive coordination with multiple SBCTA departments. Consultant shall also assist in the procurement of professional services for project components. Consultant's support shall be in the following general categories:

- Program Management
- Project Management
- Technical Oversight and Support
- Procurement and Contract Management
- Project Controls
- Administrative Support
- Finance Support
- Construction Management
- Interdepartmental Coordination and Support

### 3.0 SCOPE OF SERVICES

#### 3.1 Program Management

Using on-site staff augmentation staff and off-site support staff, this task will provide assistance in the development and management of the capital improvement program(s) from concept to implementation, as well as management of county transit operators, including Metrolink, and assist in managing individual projects and programs. This will include, but not be limited to, the following support:

- Technical and administrative assistance
- Project controls management
- Financial and budget analysis
- Procurement and contract management
- RFP and IFB development and implementation
- Records retention management
- Documentation control and management
- Establish, maintain, an monitor individual project schedules
- Cost estimating
- Funding and grant management
- Planning
- Environmental clearance support
- Engineering reviews
- Right-of-Way acquisition activities

#### 3.2 Project Management

CONSULTANT shall assist SBCTA in managing transit and rail projects and programs. CONSULTANT shall work with SBCTA, other consultants, federal agencies and its agents, County of San Bernardino, utility companies, various local agencies, resource agencies, and other stakeholders to assist in developing these projects and programs. Activities include, but are not limited to:

- Provide project management direction and coordination to the project team.
- Develop and sustain an integrated team relationship with SBCTA's staff.
- Perform project management activities, collaborative practices, and problem solving for various projects and programs.
- As needed, write, maintain, review and/or audit project management plans, with particular emphasis on meeting Federal Transit Administration (FTA), and maintain adherence to them.
- Support and participate in interagency coordination and public outreach. Prepare presentation materials, make presentations, as requested, and document the results.
- Coordinate SBCTA projects and document reviews with other project stakeholders such as Metrolink, Omnitrans, County of San Bernardino, cities, utility companies, and other local agencies and stakeholders.

- Foster and maintain relationships with state, federal and local governments, resource agencies, and other consultants.
- Maintain and report scope, cost, and schedule for projects and programs.
- Manage and oversee other consultant's work, including performing peer reviews and auditing consultant quality practices.
- Assure quality, efficient and timely completion of all project components.

### 3.3 Technical Support

CONSULTANT shall assist SBCTA in the oversight of work performed by other consultants. As necessary, support in technical areas will be specifically requested and identified by SBCTA. Activities include, but are not limited to:

- Provide technical expertise in all major elements of architecture, engineering (civil, structural, electrical, traffic, landscape architecture, drainage and storm water, utilities, etc.), and operations as they pertain to transit projects.
- Develop, maintain, and assure compliance of required criteria and standards for transit projects.
- Prepare and review cost estimates, independent cost estimates, and unit costs in accordance with FTA guidelines.
- Advise SBCTA staff in technical matters and assist in the resolution of technical issues and problems, including claims review and resolution.
- Provide value engineering and constructability review expertise as needed.
- Provide utility mapping and coordination, agreement preparation, and execution assistance.
- Assist in the preparation and implementation of Project Management Plans.
- Coordinate peer reviews and partnering sessions.
- Provide expertise in preparing information to meet Project Approval/Environmental Document (PA&ED), Project, Specifications & Estimates (PS&E), Bid Package, and Advertise & Award requirements including any progress reporting.
- Provide Risk Analysis support.
- Prepare graphics and visuals.
- Prepare technical reports as assigned, including pre- and post- construction surveys.
- Evaluate alternative project delivery methods.

### 3.4 Contract Management

CONSULTANT shall provide contract management assistance to the SBCTA staff. Activities include, but are not limited to:

- Support in procurements of other consultants required for the development of transit projects, including assistance with alternative project delivery methods, and contract administration.
- Assist SBCTA staff in preparing cooperative agreements with other agencies, consultant agreements, amendments, and scopes of work.
- Assist in reviewing other consultant or local agency invoices for compliance with contract or cooperative agreement terms, including review for accuracy and consistency.
- Assist in administering payments and billings and other associated general administrative activities.
- Prepare contract status reports.

### 3.5 Project Controls

CONSULTANT shall assist the SBCTA staff with scheduling, budgeting, cost control, change control, quality control, and document control. Activities include, but are not limited to:

- Establish, maintain, and monitor the individual project schedules.
- Manage and maintain current cost estimates for each project and evaluate and incorporate any cost or project scope changes.
- Manage and maintain the program budget database, including the project's baseline cost and schedule, the current cost and schedule, and performance indicators such as earned value.
- Manage the Quality Assurance/Quality Control (QA/QC) program to ensure that the QA/QC program established by other consultants working on individual projects adheres to SBCTA's requirements.
- Update, manage, and maintain the SBCTA document control system and database per SBCTA procedures. All incoming and outgoing items shall be logged, filed and distributed. Other document control activities include the logging and storage of archival information, security of controlled documents, and electronic file maintenance. Accurate records of correspondence, drawings, reports, and other project related documents and deliverables shall be maintained.
- Provide expertise on state-of-the-art knowledge of information technology practices as related to project controls.

### 3.6 Construction Management Support

CONSULTANT will perform a wide variety of construction management, support and contract administration duties as needed for various projects in accordance with FTA requirements.

Typical tasks include:

- Develop consultant scopes-of-work, plan and administer the consultant selection process, and negotiate contract terms for individual project construction management consultants. Consultant management services may include inspection, materials testing, construction surveying, independent quality assurance, and public outreach.
- Coordinate development of the construction contract bid package with the design and construction management consultants;
- Oversee the advertisement and award of construction contract;
- Direct the work of the construction management consultant and other construction related consultants in administering the construction contract;
- Represent SBCTA in meetings with the construction management consultants, construction contractor and other stakeholders;
- Foster a partnering relationship with the construction contractor, construction management consultant, facility owner (generally Transit operator or local jurisdiction) and other stakeholders;
- Review and recommend approval of contractor progress payments and change orders;
- Review and assist in the analysis of contractor schedules, claims and change orders;
- Ensure that the work is executed in accordance with encroachment permits, environmental permits, cooperative agreements and other requirements of facility owner and regulatory agencies;
- Perform Labor Compliance and other contract compliance reviews;
- Oversee and direct work of construction management consultant to ensure compliance of contractor with certifications and licenses, materials certification and testing, labor compliance, and other contractual compliances.
- Execute construction close-out including, transferring improvements to facility owner, resolving claims, and completion of as-built plans and other project records.

## 4.0 DELIVERABLES

### 4.1 Anticipated Deliverables

CONSULTANT shall be responsible for assuring an efficient and timely production of deliverables and performance of activities. Items and activities include, but are not limited to:

- Project management plans
- Standard Operating Procedures (SOP's)
- Standardized Templates
- Project schedules
- Design/other consultant reviews
- Utility agreements
- Design criteria(s) and standards
- Cost estimates (capital and O&M)
- Value engineering, constructability and peer review session reports
- Risk analysis documentation
- Technical reports and studies as assigned
- Constructability Review
- Claims Review, Consultation
- Planning reports and studies as assigned
- Graphics and visuals
- Agency cooperative agreements
- Procurement and contract management documents
- Project status reports
- Program schedules
- Project budgets
- Forecasting and financial models and reports
- QA/QC monitoring reports
- Document control logs
- Project closeouts
- Other deliverables as necessary for individual projects and transit operations

Specific deliverables will be further defined during the term of the Contract Task Order.



Exhibit B

Contract Task Order (CTO) #5 Fee Breakdown													
Task	Job Function	2024 Hours	2025 Hours	2026 Hours	2027 Hours	2028 Hours	Total Hours	2024 Cost	2025 Cost	2026 Cost	2027 Cost	2028 Cost	Total Cost
<b>3.1 Program Management</b>													
	Planner/ Grant Writing	250	250	250	250	250	1250	\$ 45,466	\$ 47,740	\$ 50,127	\$ 52,633	\$ 55,265	\$ 251,231
	Project Director	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Environmental Lead	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Principal	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal:</b>												<b>\$ 251,231</b>	
<b>3.2 Project Management</b>													
	Project Manager	980	980	980	980	980	4900	\$ 326,681	\$ 343,015	\$ 360,166	\$ 378,174	\$ 397,083	\$ 1,805,119
	Technical Advisor	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Senior Planner	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Senior Planner	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Project Director	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Contract Manager	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Senior Planner	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal:</b>												<b>\$ 1,805,119</b>	
<b>3.3 Technical Support</b>													
	Senior Engineer	250	250	250	250	250	1,250	\$ 65,495	\$ 68,769	\$ 72,208	\$ 75,818	\$ 79,609	\$ 361,899
	Managing Engineer	250	250	250	250	250	1,250	\$ 95,029	\$ 99,780	\$ 104,769	\$ 110,007	\$ 115,508	\$ 525,093
	Technical Advisor	8	8	8	8	8	40	\$ 1,668	\$ 1,751	\$ 1,839	\$ 1,931	\$ 2,027	\$ 9,215
	Survey	8	8	8	8	8	40	\$ 1,828	\$ 1,919	\$ 2,015	\$ 2,116	\$ 2,222	\$ 10,099
<b>Subtotal:</b>												<b>\$ 906,306</b>	
<b>3.4 Contract Management</b>													
	Procurement	980	980	980	980	980	4900	\$ 109,624	\$ 115,106	\$ 120,861	\$ 126,904	\$ 133,249	\$ 605,744
	Senior Engineer	10	10	10	10	10	50	\$ 2,613	\$ 2,744	\$ 2,881	\$ 3,025	\$ 3,177	\$ 14,441
	Senior Planner	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal:</b>												<b>\$ 620,184</b>	
<b>3.5 Project Controls</b>													
	Project Control Specialist	1960	1960	1960	1960	1960	9800	\$ 184,495	\$ 193,720	\$ 203,406	\$ 213,576	\$ 224,255	\$ 1,019,450
	Project Control Specialist	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Scheduler	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	QC/QA Manager	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Principal Transit Planner	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Project Controls Manager	250	250	250	250	250	1,250	\$ 57,169	\$ 60,028	\$ 63,029	\$ 66,181	\$ 69,490	\$ 315,896
<b>Subtotal:</b>												<b>\$ 315,896</b>	
<b>3.6 Construction Management Support</b>													
	Claims Assistance	50	50	50	50	50	250	\$ 17,469	\$ 18,342	\$ 19,259	\$ 20,222	\$ 21,233	\$ 96,525
	Technical Advisor	0	0	0	0	0	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Claims/Contracts	19	19	19	19	19	95	\$ 6,213	\$ 6,524	\$ 6,850	\$ 7,192	\$ 7,552	\$ 34,331
<b>Subtotal:</b>												<b>\$ 130,856</b>	
<b>GRAND TOTAL:</b>												<b>\$ 4,029,593</b>	

Attachment: Exhibit B- CTO. NO. 5 Price Form (10628 : Contract Task Order No. 5 to Contract No. 23-

FAR Field Overhead: 142.51%  
 FAR Home Overhead: 166.49%  
 FAR Overhead for Part Timers: 140.44%  
 Markup: 9.00%

Exhibit B  
 PRICE FORM

Classification/Title	Job Function	Max Per Contract	Previous submission Hourly Rate	Base Rate	Overhead	Profit	Fully Burdened Rate 2024	Fully Burdened Rate 2025	Fully Burdened Rate 2026	Fully Burdened Rate 2027	Fully Burdened Rate 2028
Technical Advisor	PM Bench	\$ 582.00	\$ 383.94	\$ 125.05	\$ 178.21	\$ 27.29	\$ 330.55	\$ 347.08	\$ 364.43	\$ 382.66	\$ 401.79
Project Administrator	Admin./Doc Control	\$ 220.00	\$ 96.60	\$ 35.61	\$ 50.75	\$ 7.77	\$ 94.13	\$ 98.84	\$ 103.78	\$ 108.97	\$ 114.42
Technical Advisor	Budget/Finance/Economics	\$ 582.00	\$ 247.67	\$ 92.70	\$ 130.19	\$ 20.06	\$ 242.95	\$ 255.10	\$ 267.85	\$ 281.24	\$ 295.30
Field Technician	Interdepartmental Coord. & Support	\$ 201.00	\$ 189.36	\$ 61.68	\$ 87.90	\$ 13.46	\$ 163.04	\$ 171.19	\$ 179.75	\$ 188.74	\$ 198.18
Planner	Funding & Grant Prep/Management	\$ 253.00	\$ 164.10	\$ 62.61	\$ 104.24	\$ 15.02	\$ 181.87	\$ 190.96	\$ 200.51	\$ 210.53	\$ 221.06
Senior Engineer	Tech Oversight & Support	\$ 350.00	\$ 264.09	\$ 90.19	\$ 150.16	\$ 21.63	\$ 261.98	\$ 275.08	\$ 288.83	\$ 303.27	\$ 318.44
Senior Planner	Funding & Grant Prep/Management	\$ 363.00	\$ 260.55	\$ 85.69	\$ 122.12	\$ 18.70	\$ 226.51	\$ 237.83	\$ 249.73	\$ 262.21	\$ 275.32
Estimator	Cost Estimating	\$ 275.00	\$ 227.75	\$ 74.90	\$ 124.70	\$ 17.96	\$ 217.57	\$ 228.44	\$ 239.87	\$ 251.86	\$ 264.45
Project Controls Manager	Budget/Finance/Economics	\$ 375.00	\$ 279.81	\$ 92.46	\$ 153.94	\$ 22.18	\$ 268.57	\$ 282.00	\$ 296.10	\$ 310.91	\$ 326.45
Principal Planner	Strategic Planning	\$ 492.00	\$ 357.32	\$ 120.33	\$ 200.34	\$ 28.86	\$ 349.53	\$ 367.00	\$ 385.35	\$ 404.62	\$ 424.85
Technical Advisor	Advisory Committee	\$ 582.00	\$ 485.20	\$ 159.59	\$ 265.70	\$ 38.28	\$ 463.57	\$ 486.75	\$ 511.08	\$ 536.64	\$ 563.47
Managing Engineer	Structures	\$ 485.00	\$ 401.78	\$ 130.86	\$ 217.87	\$ 31.39	\$ 380.11	\$ 399.12	\$ 419.08	\$ 440.03	\$ 462.03
QC/QA Manager	Quality Manager	\$ 425.00	\$ 268.58	\$ 89.18	\$ 148.48	\$ 21.39	\$ 259.04	\$ 272.00	\$ 285.60	\$ 299.88	\$ 314.87
Technical Advisor	PM Bench	\$ 582.00	\$ 304.92	\$ 101.25	\$ 168.57	\$ 24.28	\$ 294.11	\$ 308.81	\$ 324.25	\$ 340.46	\$ 357.49
Principal Project Manager	Project Manager	\$ 475.00	\$ 348.97	\$ 114.76	\$ 191.06	\$ 27.52	\$ 333.35	\$ 350.02	\$ 367.52	\$ 385.89	\$ 405.19
Senior Project Manager	PM Bench	\$ 475.00	\$ 369.11	\$ 120.22	\$ 171.33	\$ 26.24	\$ 317.78	\$ 333.67	\$ 350.36	\$ 367.88	\$ 386.27
Senior Scheduler	Scheduling	\$ 369.00	\$ 298.84	\$ 98.28	\$ 163.63	\$ 23.57	\$ 285.48	\$ 299.75	\$ 314.74	\$ 330.48	\$ 347.00
Project Director	Principal	\$ 600.00	\$ 410.89	\$ 133.83	\$ 222.81	\$ 32.10	\$ 388.74	\$ 408.18	\$ 428.59	\$ 450.02	\$ 472.52
Principal Engineer	Inter-agency Coord./ Coop Agreements/ Utility Agreements	\$ 375.00	\$ 348.43	\$ 114.59	\$ 163.30	\$ 25.01	\$ 302.90	\$ 318.05	\$ 333.95	\$ 350.65	\$ 368.18
Contract Manager	Alternative Project Delivery Methodology	\$ 475.00	\$ 311.68	\$ 100.53	\$ 167.37	\$ 24.11	\$ 292.01	\$ 306.61	\$ 321.95	\$ 338.04	\$ 354.94
Technical Advisor	PM Bench	\$ 582.00	\$ 446.97	\$ 145.58	\$ 242.38	\$ 34.92	\$ 422.87	\$ 444.02	\$ 466.22	\$ 489.53	\$ 514.00
Technical Advisor	Advisory Committee	\$ 582.00	\$ -	\$ 71.76	\$ 119.48	\$ 17.21	\$ 208.46	\$ 218.88	\$ 229.82	\$ 241.31	\$ 253.38
Senior Planner	FTA Coordination/Ridership	\$ 362.00	\$ 259.31	\$ 90.20	\$ 150.17	\$ 21.63	\$ 262.01	\$ 275.11	\$ 288.86	\$ 303.31	\$ 318.47
Principal Transit Planner	Roadway Design	\$ 492.00	\$ 425.72	\$ 138.66	\$ 230.86	\$ 33.26	\$ 402.77	\$ 422.91	\$ 444.06	\$ 466.26	\$ 489.57
Engineer	Procurement	\$ 225.00	\$ 110.71	\$ 38.51	\$ 64.12	\$ 9.24	\$ 111.86	\$ 117.45	\$ 123.33	\$ 129.49	\$ 135.97
Senior Scheduler	Scheduling	\$ 369.00	\$ 299.98	\$ 98.65	\$ 140.59	\$ 21.53	\$ 260.77	\$ 273.81	\$ 287.50	\$ 301.87	\$ 316.96
Project Controls Spec.	Advisory - SOPs	\$ 275.00	\$ 132.28	\$ 46.01	\$ 76.60	\$ 11.04	\$ 133.65	\$ 140.33	\$ 147.35	\$ 154.71	\$ 162.45
Construction Management	Construction Management	\$ 475.00	\$ 405.80	\$ 132.17	\$ 188.36	\$ 28.85	\$ 349.37	\$ 366.84	\$ 385.18	\$ 404.44	\$ 424.66
Project Controls Manager	Project Controls	\$ 375.00	\$ 234.70	\$ 86.51	\$ 123.29	\$ 18.88	\$ 228.68	\$ 240.11	\$ 252.12	\$ 264.72	\$ 277.96
Technical Advisor	PM Bench	\$ 582.00	\$ 335.40	\$ 114.54	\$ 190.70	\$ 27.47	\$ 332.71	\$ 349.34	\$ 366.81	\$ 385.15	\$ 404.41
Senior Engineer	Procurement	\$ 350.00	\$ 258.65	\$ 89.97	\$ 149.79	\$ 21.58	\$ 261.34	\$ 274.41	\$ 288.13	\$ 302.53	\$ 317.66
Claims Expert	Claims/Contracts			\$ 300.00	\$ -	\$ 27.00	\$ 327.00	\$ 343.35	\$ 360.52	\$ 378.54	\$ 397.47

Attachment: Exhibit B- CTO. NO. 5 Price Form (10628 : Contract Task Order No. 5 to Contract No. 23-

## *Minute Action*

AGENDA ITEM: 15

***Date:*** June 5, 2024

***Subject:***

Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink Service

***Recommendation:***

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

A. Approve the Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year (FY) 2024/2025, with an SBCTA annual subsidy totaling \$52,277,517 for: Operating assistance in the amount of \$29,569,677, State of Good Repair assistance in the amount of \$21,854,640, and New Capital assistance in the amount of \$853,200.

B. Approve the allocations to support funding for Recommendation A, totaling \$52,277,517, to fund SBCTA's annual subsidy of the FY 2024/2025 Budget:

- \$29,569,677 of Valley Local Transportation Funds
- \$2,189,893 of State Transit Assistance - Operator funds
- ~~\$20,517,947~~ **\$20,206,090** of Federal Transit Administration, Section 5337 funds
- \$311,857 of Senate Bill 1 State of Good Repair – Operator funds.

***Background:***

The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority (JPA) requires a preliminary budget to be presented to the member agencies by May 1<sup>st</sup> of each year. Adoption of the final SCRRA budget by the SCRRA Board of Directors (Board) is contingent upon each of the five member agencies approving their financial contribution for the fiscal year. The five member agencies include San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). Formal development of the Fiscal Year (FY) 2024/2025 Budget began in March 2024, with budget development updates presented to the SCRRA Member Agency Advisory Committee (MAAC) throughout March and April of 2024.

There are two key funding sources for the Operating budget: 1) fare revenue from riders and 2) corresponding subsidies from member agencies. The designation of the novel coronavirus (COVID-19) as a pandemic by the World Health Organization and subsequent national, state, and local declarations of emergency in March 2020, led to a precipitous decline in ridership in response to health guidelines and have continued beyond initial expectations, including telework as an ongoing form of work, recovering office occupancy rates, and overall shift in demand. As teleworking has remained prevalent in the post-pandemic environment, ridership and subsequent fare revenues have continued to perform under budget. As a result, the budget process has been significantly challenging as SCRRA works towards identifying opportunities to optimize service to better fit demand and new travel patterns in an attempt to budget more efficiently.

The first draft of the FY 2024/2025 Preliminary Budget Request for Metrolink service was provided to SBCTA staff on February 22, 2024, with a meeting scheduled between SBCTA and SCRRA staff on February 29, 2024, to discuss line item details. This was followed by a four

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

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week period for staff to review the budget, ask clarifying questions, and request supporting documentation, where then SCRRA provided such information on March 6, 2024, and March 18, 2024. On April 12, 2024, SCRRA staff presented the draft FY 2024/2025 Preliminary Budget Request for Metrolink service operations to its Audit and Finance Committee with the recommendation to transmit the Budget to member agencies with the understanding that the final draft was expected to decrease slightly ahead of the SCRRA Board meeting later in the month, which was approved unanimously. On April 19, 2024, SBCTA staff was provided the final draft of the budget with a meeting scheduled with SCRRA staff and the member agency Chief Executive Officers (CEOs) that same day to address remaining concerns. SBCTA staff completed its review and agreed to the proposed FY 2024/2025 Preliminary Budget Request for Metrolink service at the staff level. On April 26, 2024, the SCRRA Board unanimously voted to approve the final draft of the FY 2024/2025 Preliminary Budget Request, which is attached hereto as Attachment A.

Year-to-Date for the eight months ended February 2024, system-wide farebox revenue actuals were greater than the revenue as budgeted for FY 2023/2024; recovery was estimated at 45%, while the actual recovery is 49%, exceeding the budget by \$2.2 million. Table 1 below shows the percent of the total fare box revenue by month through February 2024.

**Table 1. Budgeted vs. Actual Farebox Revenue Recovery**

PERIOD	BUDGET		ACTUAL		
	REVENUE	RECOVERY	REVENUE	VARIANCE	RECOVERY
JULY-23	\$ 2,636,074	41%	\$ 2,737,903	\$ 101,829	43%
AUGUST-23	\$ 2,770,212	42%	\$ 2,912,401	\$ 142,189	44%
SEPTEMBER-23	\$ 2,763,217	43%	\$ 3,025,376	\$ 262,160	47%
<b>FY24 Q1 TOTAL</b>	<b>\$ 8,169,503</b>	<b>42%</b>	<b>\$ 8,675,680</b>	<b>\$ 506,177</b>	<b>45%</b>
OCTOBER-23	\$ 3,001,635	44%	\$ 3,583,025	\$ 581,390	53%
NOVEMBER-23	\$ 2,992,968	46%	\$ 3,636,185	\$ 643,217	56%
DECEMBER-23	\$ 2,820,475	48% *	\$ 2,597,371	\$ (223,104)	44%
<b>FY24 YTD Q2 TOTAL</b>	<b>\$ 16,984,581</b>	<b>44%</b>	<b>\$ 18,492,261</b>	<b>\$ 1,507,680</b>	<b>48%</b>
JANUARY-24	\$ 3,020,285	48%	\$ 3,278,857	\$ 258,572	52%
FEBRUARY-24	\$ 2,733,639	45%	\$ 3,207,586	\$ 473,947	53%
<b>Fiscal Year to Date</b>	<b>\$ 22,738,505</b>	<b>45%</b>	<b>\$ 24,978,704</b>	<b>\$ 2,240,199</b>	<b>49%</b>

\* One week system-wide shutdown in Dec.

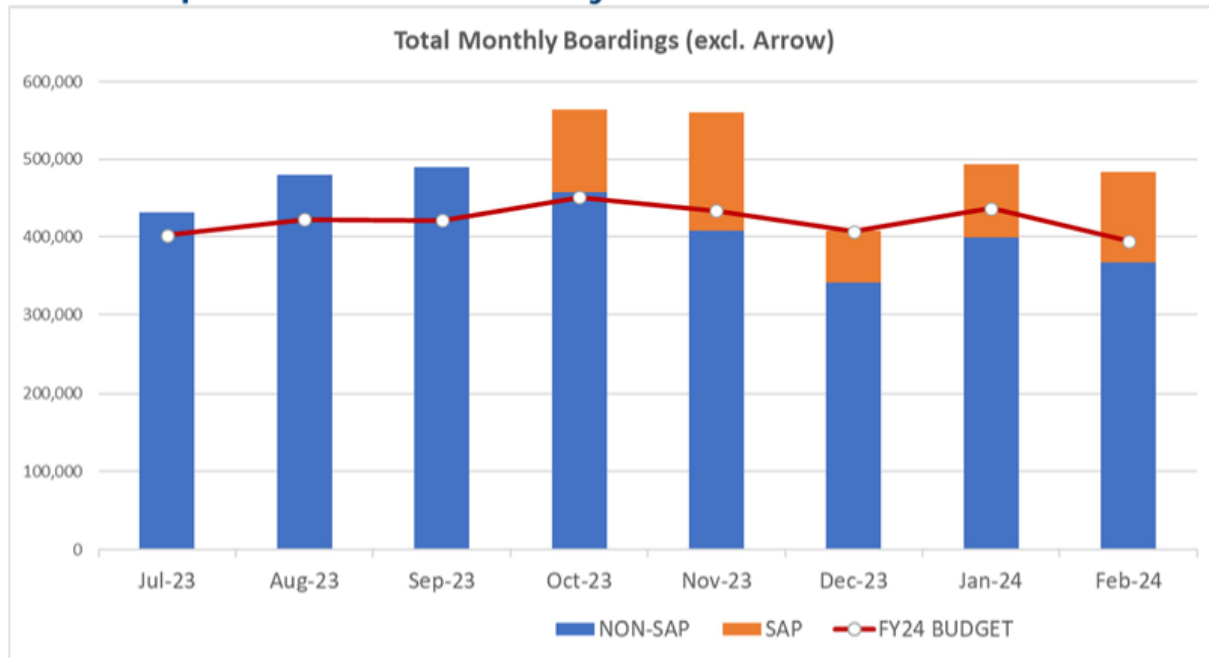
Student Adventure Pass

Month of February = \$845,216

Year-to-Date = \$3,697,166

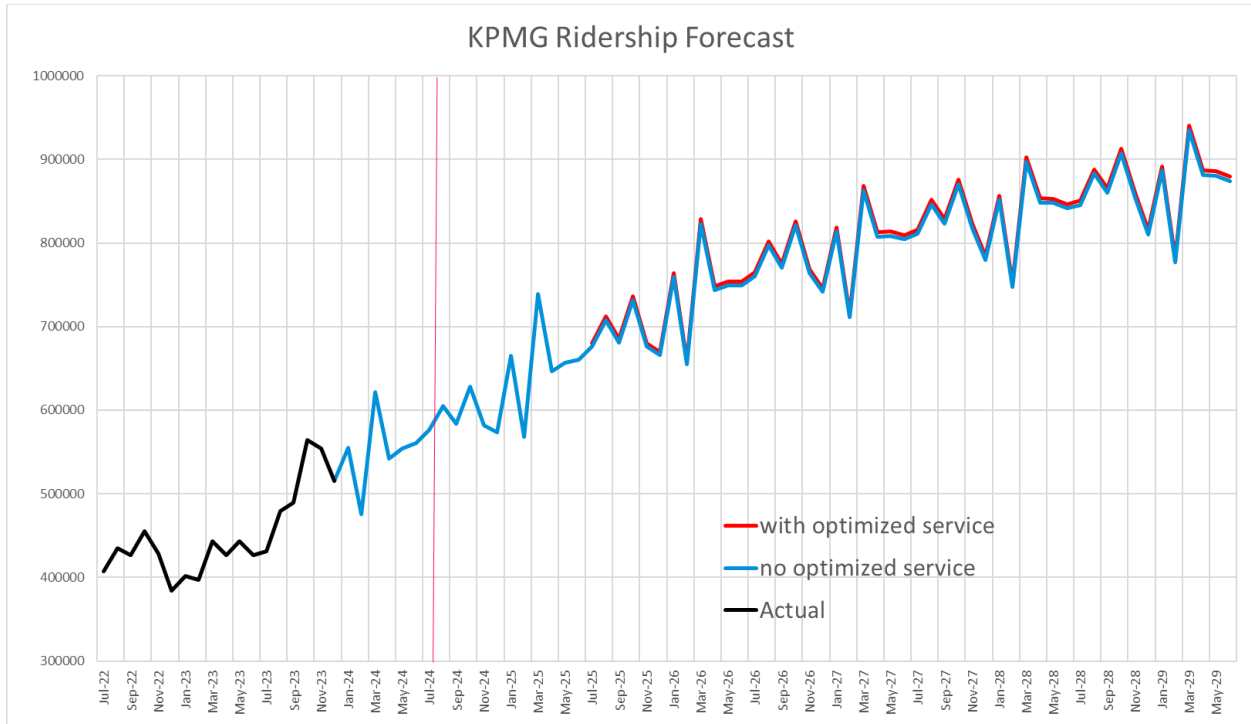
Year-to-Date for the eight months ended February 2024, system-wide ridership was forecasted at a recovery of 44%, while actual ridership recovery is 49%, thus also exceeding expectations by 400,000 riders. Table 2 on the following page, displays the budgeted versus actual ridership by month, and does not include Arrow Service. The ridership highlighted in orange represents additional ridership as a result of the Student Adventure Pass program, which provides student riders with free fares, funded by a Low Carbon Transit Operations Program grant funds. This program alone is responsible for generating 500,000 in ridership through February 2024.

**Table 2. Budgeted vs. Actual Ridership Recovery**



In response to the effects of the COVID-19 pandemic, SCRRA worked with third-party consultants, KPMG and Sperry Capital, to develop a new forecast for FY 2022/2023 through FY 2026/2027 (Ridership and Revenue Forecast FY 2022/2023 – FY 2026/2027). This has allowed SCRRA to better reflect ridership recovery and anticipate revenue for future budget developments, beginning with this FY 2023/2024 Preliminary Budget. Based on preliminary results through February 2024, this has been successful. As part of SCRRA’s effort to better understand post-pandemic ridership demand and emerging travel patterns, staff has undergone an effort to develop an optimized system-wide train schedule, which will be implemented in October 2024 and is included as part of the FY 2024/2025 Preliminary Budget Request. Key changes for the San Bernardino Line include a slightly shortened and shifted early peak period for both westbound and eastbound trains to a half hour later, but maintains a 30-minute frequency; however, the express train was moved up 20 minutes in order to get those traveling into Los Angeles County earlier. Additionally, service has been added in Los Angeles County only. In total, the San Bernardino Line lost one round-trip; however, the remaining trains are spaced more appropriately to better meet demand, and seven trains were added in Los Angeles County only (eastbound and westbound). The weekend schedule remains the same with eight trains eastbound and westbound on both Saturday and Sunday. The proposed schedule is attached hereto as Attachment B. Figure 1 on the following page provides an overview of where the optimized service schedule is estimated to fall within the Ridership and Revenue Forecast FY 2022/2023 – FY 2026/2027.

**Figure 1. Sperry Capital/KPMG Ridership Forecast with Optimized Service Schedule**

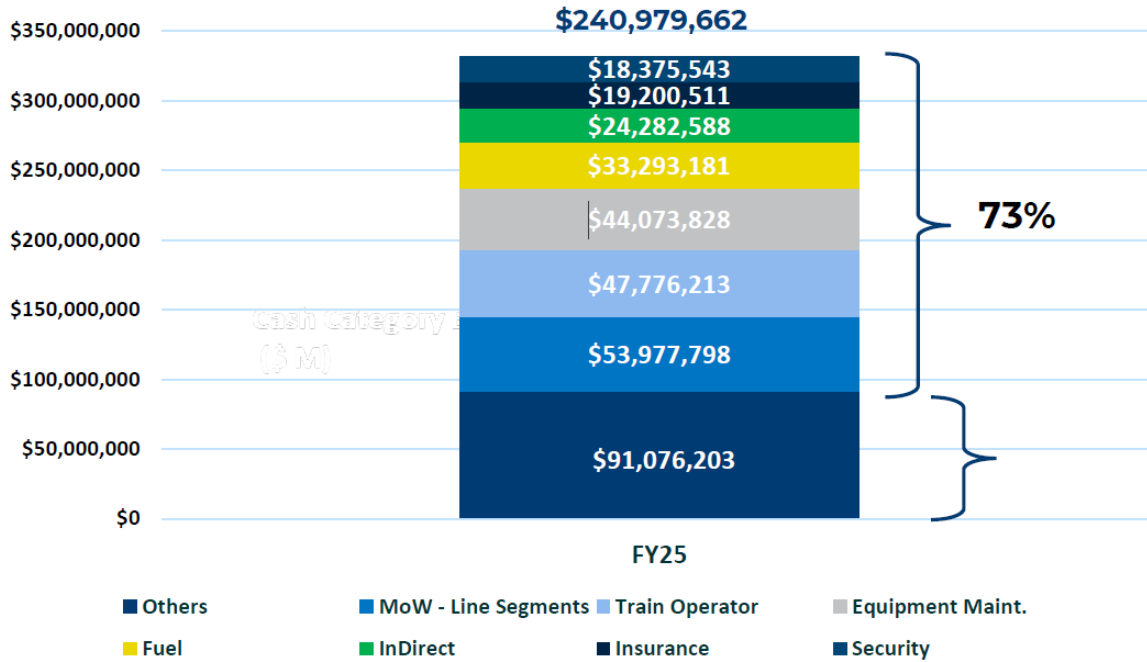


Although the FY 2024/2025 Preliminary Budget Request for Metrolink service that was presented to the SCRRA Audit and Finance Committee on April 12, 2024 was not finalized, member agencies have been provided with the finalized budgets for Capital, State of Good Repair (SGR), and operating costs. The proposed costs and the intended request is attached hereto in Attachment A and includes new budgetary authority of approximately \$499.6 million. The proposed budget consists of operating budget authority of approximately \$332.1 million requiring a subsidy of \$264 million, an increase of 4.8% compared to the FY 2023/2024 Adopted Budget, which was \$276.2 million. The Capital Program authority totals approximately \$167.5 million, and includes New Capital and SGR projects. The New Capital program requires a subsidy of \$5.9 million, a decrease of 70% compared to the FY 2023/2024 Adopted Budget of \$14.3 million. The SGR program requires a subsidy of \$161.6 million, an increase of 24.5% compared to the FY 2023/2024 Adopted Budget of \$31.8 million. The SGR program has been reduced to include critical and high priority needs; maintenance of the equipment and infrastructure in a state of good repair is the focus. SCRRA is requesting SBCTA to provide the following subsidy amounts; \$29,569,677 for Operating, \$21,854,640 for SGR projects, and \$853,200 for New Capital projects, which focuses on facilities, rolling stock, information technology, and business systems. The fund sources are identified in Recommendation B.

SBCTA’s share of the FY 2024/2025 operations subsidy increased by \$814,947 from the Revised FY 2023/2024 Adopted Budget approved by the SBCTA Board on October 4, 2023, or 2.8%, which is mostly driven by contractual increases as mandated by agreements, implementation of the proposed optimized service schedules, as well as other key categories of operations. The total FY 2024/2025 Operating expenses for these categories are approximately \$54 million for maintenance of way, \$47.8 million in train operations, \$44 million in equipment maintenance, \$33.3 million in fuel, \$24.3 million in indirect costs, \$19.2 million in insurance,

and \$18.4 million in security. Figure 2 of the following page provides a breakdown of these costs.

**Figure 2. Top Drivers of FY 2024/2025 Operating Expenses**



**Note:**

- MoW – Line Segments = Tracks & Signals and Structures

This Operating budget request includes the FY 2024/2025 funding needed to continue the Metrolink San Bernardino Line Fare Discount Program, which has been ongoing since July 2018. It should be noted that the total Operating assistance allocation requested in Recommendation A does not include operational expenses for Arrow Service. The FY 2024/2025 Preliminary Budget Request for Arrow Service will be presented as a separate item.

SCRRA has provided a cash flow for the SGR program and the New Capital program over the next four fiscal years in the proposed FY 2024/2025 Preliminary Budget Request. The combined request reflects an increase of 26.4% in SBCTA’s share as compared to the FY 2023/2024 Adopted Budget. The SGR program allows for the railroad to be maintained in a state of good repair, including track and structure projects, systems, rolling stock, and facilities improvements. Projects are prioritized and optimized to address the most pressing system-wide rehabilitation needs. The FY 2024/2025 SGR proposed amount is approximately \$161.6 million, of which \$21.9 million is SBCTA’s share. As SGR projects are multi-year in nature, SBCTA would be committing the full four-year funding up front with this proposed subsidy allocation. A detailed list of SGR projects is available by member agency and by line in Attachment C.

The FY 2024/2025 SGR proposal does not include drawdown on the existing SGR backlog, as identified in the Metrolink Rehabilitation Plan (MRP), which was developed in 2018 by SCRRA staff and is regularly updated based on need and data identified in the subsequent SGR Financial Plan, developed in 2021 by SCRRA staff. The objective of the program is to rehabilitate and replace the most critical priorities of aging track, railroad structures, vehicles, and facilities currently in use by Metrolink’s daily commuter rail service, Amtrak service,

## Board of Directors Agenda Item

June 5, 2024

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other railroad partner services and to maintain on-time service. An update to the plan was presented to the SCRRA Contracts, Operations, Maintenance, and Safety (COMS) Committee on April 12, 2024 and identified a current substantial backlog amount of approximately \$780.42 million with an on-going annual need of \$121.97 million in 2023 dollars.

These numbers have not yet been broken down by member agency; however, the 2018 MRP shows SBCTA's share of the backlog at an estimated \$70 million with the annual need estimated at \$12.1 million in 2021 dollars; these figures will be increased according to the SGR Financial Plan. With the approval of Senate Bill 1 (SB1), SCRRA directly receives approximately \$295,000 annually from SB1 State of Good Repair-Operator Share (SGR-Op) funds, plus SBCTA receives approximately \$2.4 million of SB1 SGR-Population Share funding that is programmed for both bus and rail needs based on need and project eligibility to Valley-area projects, and could be used to help fund the backlog. This is in addition to an estimated \$15 million apportionment of Federal Transit Administration Section 5337 funds that SBCTA receives annually for Valley-area rail rehabilitation needs.

The New Capital authorization request for FY 2024/2025 was identified as necessary for safe and efficient rail operations. The proposed projects total approximately \$5.9 million, of which \$853,200 is SBCTA's share. New Capital projects are also multi-year in nature and will require full four-year funding up front. A listing of the individual projects, their location and description are provided in Attachment D.

Therefore, staff recommends approval of the SCRRA FY 2024/2025 Preliminary Budget Request, with an SBCTA annual subsidy totaling \$52,277,517 for: Operating assistance in the amount of \$29,569,677, SGR assistance in the amount of \$21,854,640, and New Capital assistance in the amount of \$853,200, using the fund sources as highlighted in Recommendation B of this item.

***Financial Impact:***

San Bernardino County Transportation Authority's annual operating subsidy was included in the proposed Budget for Fiscal Year 2024/2025 and funded with Valley Local Transportation Funds (LTF) in Program 30, Transit. An administrative budget amendment will be processed to swap LTF with Measure I Valley Rail funds (MSI).

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024.

***Responsible Staff:***

Rebekah Soto, Multimodal Mobility Programs Administrator

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:





# METROLINK

Revised Proposed FY25 Budget – Hybrid Optimized Service Level April 18, 2024



## Agenda

- Budget Challenges
- FY25 Budget Assumptions
- Sperry Capital / KPMG Ridership Forecast
- Proposed FY25 Operating Budget
- Proposed FY25 Capital Program Budget
- Summary

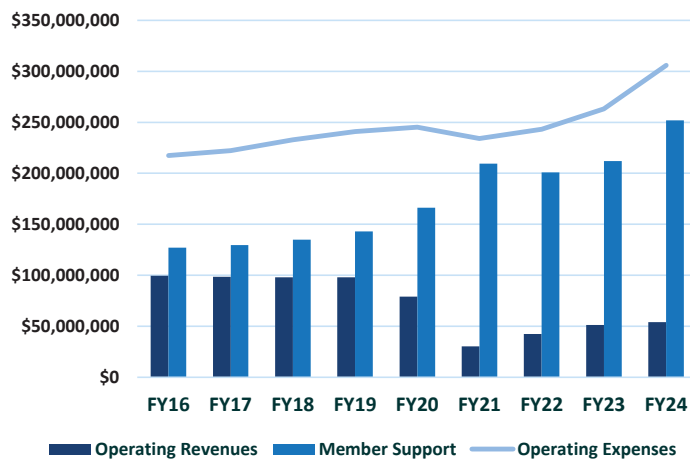
Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRRA Preliminary Budget Request for Fiscal

## Our Operating Budget Challenges

- Both Ridership and Revenue are growing slowly but continues to lag pre-COVID numbers.
- Operating expenses are increasing Year-over-Year
  - ~60% of the Operational costs are fixed.
- Member Agencies are currently providing 80% of the funding for operating expenses.
- Financial challenges continue to place a burden on Member Agencies.

## Operating Budget Challenges

### Revenues, Support, and Expenses by Year

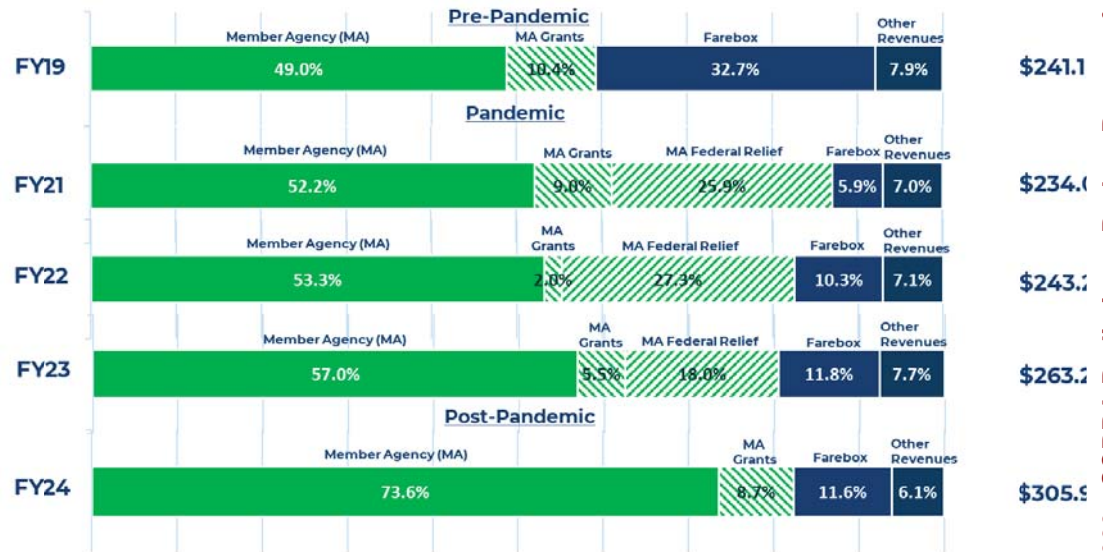


- Revenues:
  - Pre-Pandemic Revenues roughly flat (FY16 – FY19)
  - Post-Pandemic revenues are slowly increasing
- Expenses
  - Pre-Pandemic Operating Expenses increasing YOY
- Required Member Agency support increasing YOY

**Notes:**  
 • FY16 - FY23 Actuals  
 • FY24 Budgets

# Metrolink Operating Funding Sources

## Metrolink's Operating Budget Funds



## Proposed FY25 Operating Budget Assumptions

### Service Level:

- Hybrid Optimized Service Level – Current Service Start on July 1, 2024 with Optimized Start October 2024

### Revenue:

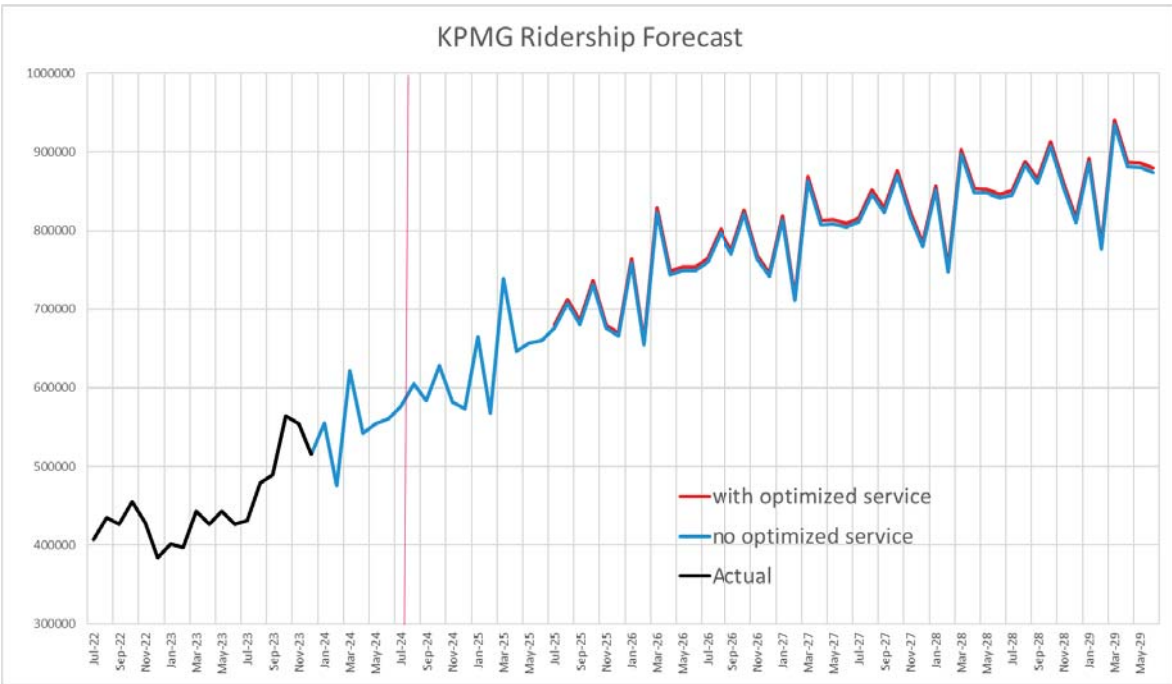
- Revenue / Ridership based on Updated Sperry Capital / KPMG Forecast
- No Fare Increases
- New Fare Promotions

### Expenses:

- Contractor Increases only as Mandated by Agreements
- No New FTE Headcount
- 3.0% Merit Pool
- 3.0% COLA
- Mini-Bundle Mobilization estimated at \$10.33M
- Includes Student Adventure Pass Support

**Note: Arrow Service is a Separate Budget**

# Sperry Capital / KPMG Ridership Forecast



## Operating Budget

## Proposed FY25 Operating Budget Summary

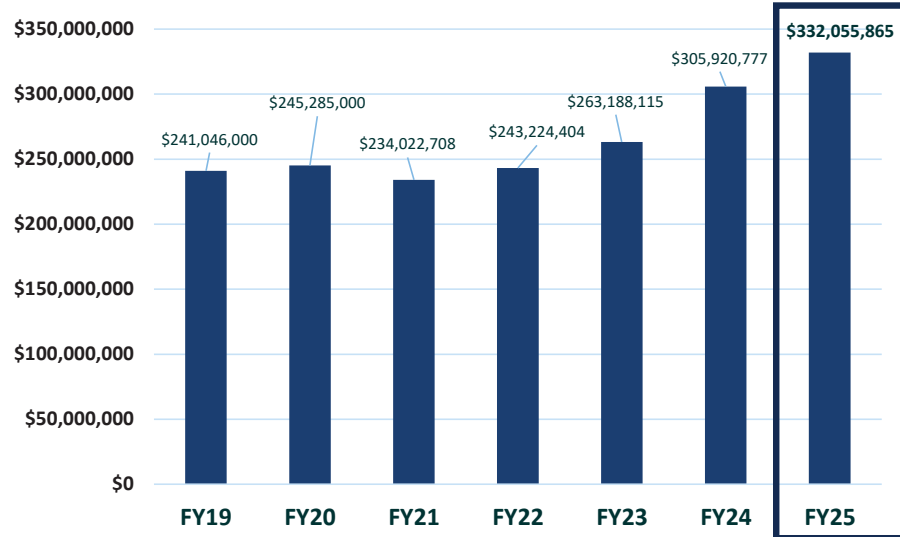
- Operating Revenue - **\$68.0M**
  - Increase from FY24 of **\$14.0M** or **26.0%**
- Total Expenses - **\$332.1M**
  - Increase from FY24 of **\$26.1M** or **8.5%**
  - Including Hybrid Optimized Service
  - Including one-time Mini-Bundle Mobilization expense
  - Includes Student Adventure Pass Support
- Member Agency Support - **\$264.0M**
  - Increase from FY24 of **\$12.2M** or **4.8%**



Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRA Preliminary Budget Request for Fiscal

### Operating Expenses FY19 – FY25

## Operating Expenses FY19 – FY25



■ Operating Expenses

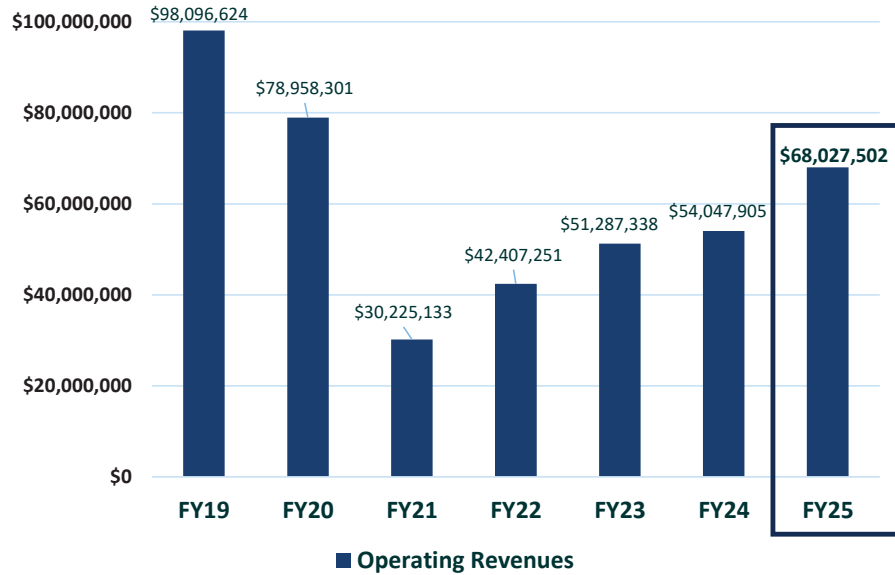
**Notes:**

- FY19, FY20, FY21, FY22, & FY23 Actuals
- FY24 & FY25 (Hybrid Optimized Service) Budgets not Actuals
- FY25 includes Mini-Bundle Mobilization
- Includes Student Adventure Pass Support

METROLINK

# Operating Revenues

## Operating Revenues FY19 – FY25



**Note:**

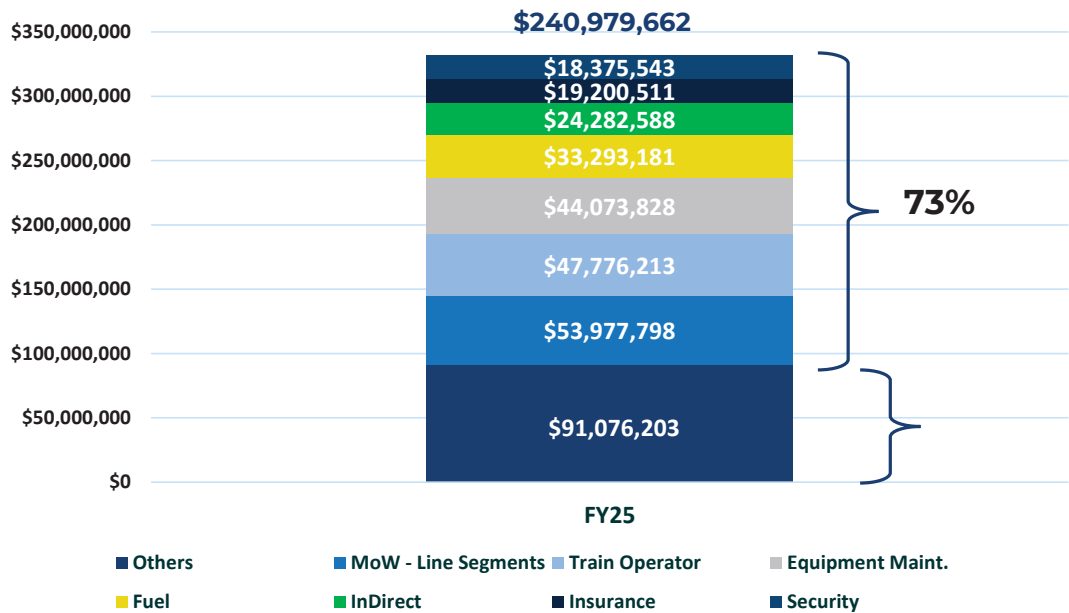
- FY19, FY20, FY21, FY22, & FY23 Actuals
- FY24 & FY25 (Hybrid Optimized Service) Budgets not Actuals (does not in Student Adventure Pass)



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# Top Drivers of Operating Expenses

## Top Drivers of \$332.1M Operating Expenses FY25



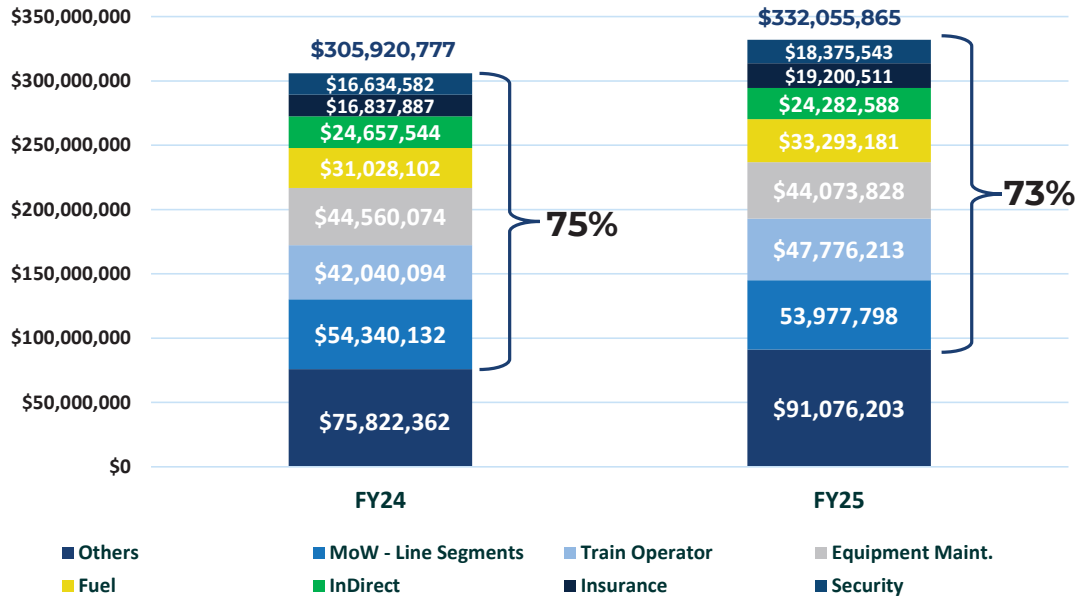
**Note:**

- MoW – Line Segments = Tracks & Signals and Structures



1:

## Top Drivers Comparing Operating Expenses FY24 vs FY25



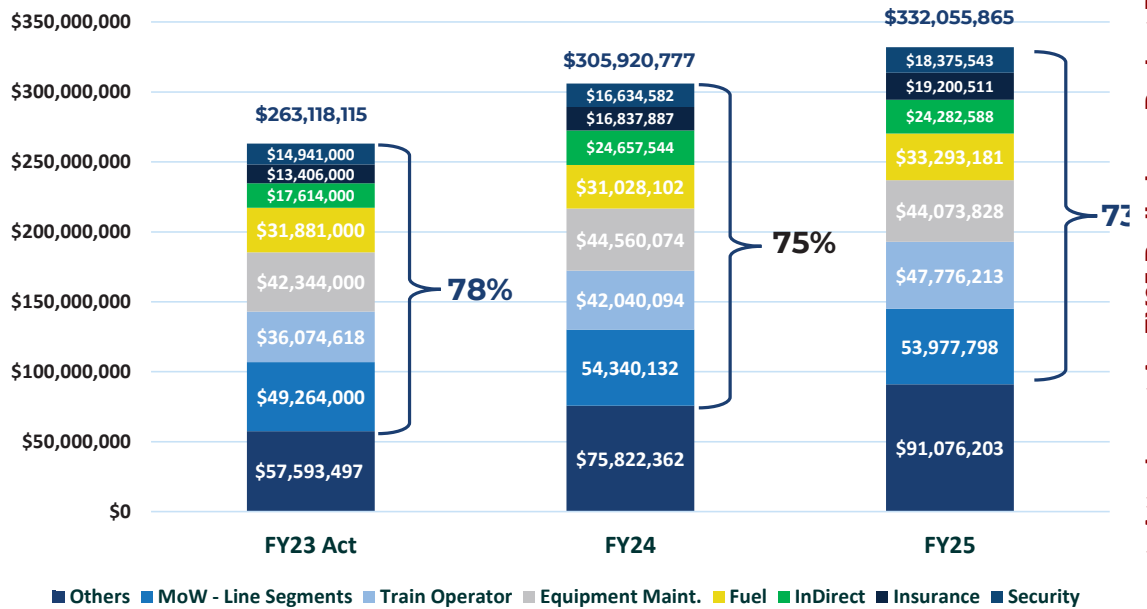
**Note:**  
 • MoW – Line Segments = Tracks & Signals and Structures

### Top Operating Expense Drivers Comparison FY24 vs FY25



1:

## Top Drivers Comparing Operating Expenses FY23 vs FY24 vs FY25



**Note:**  
 • MoW – Line Segments = Tracks & Signals and Structures

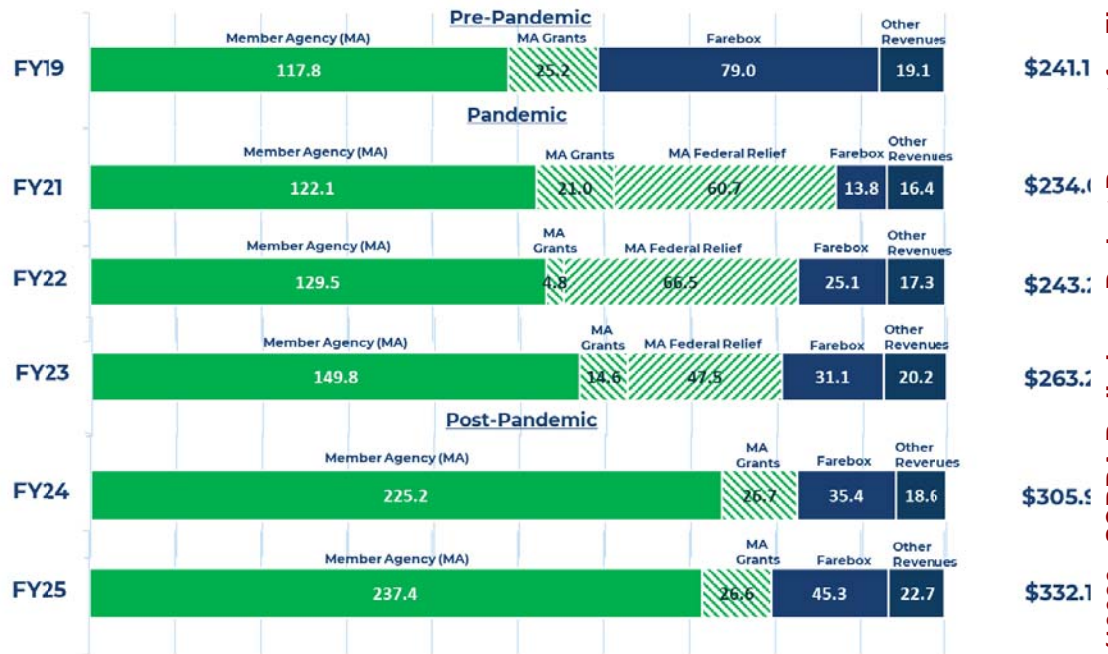
### Top Operating Expense Drivers Comparison FY23 vs FY24 vs FY25



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### Metrolink Operating Funding Sources

Metrolink's Operating Budget Funds

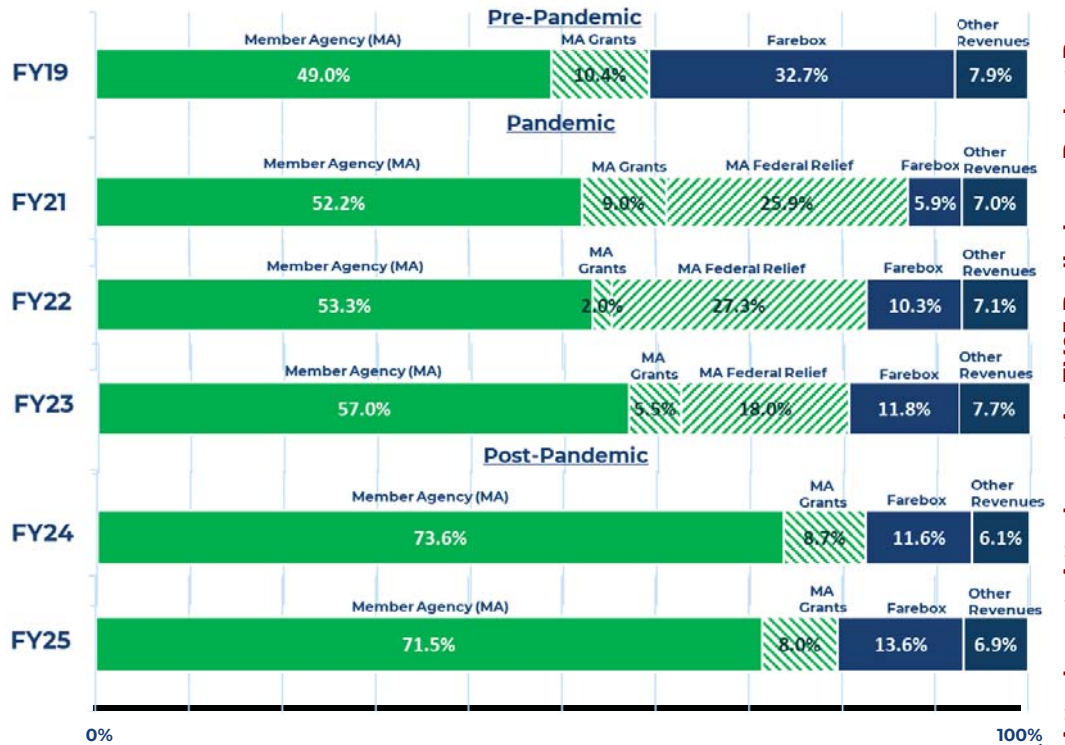


METROLINK

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### Metrolink Operating Funding Sources

Metrolink's Operating Budget Funds



METROLINK

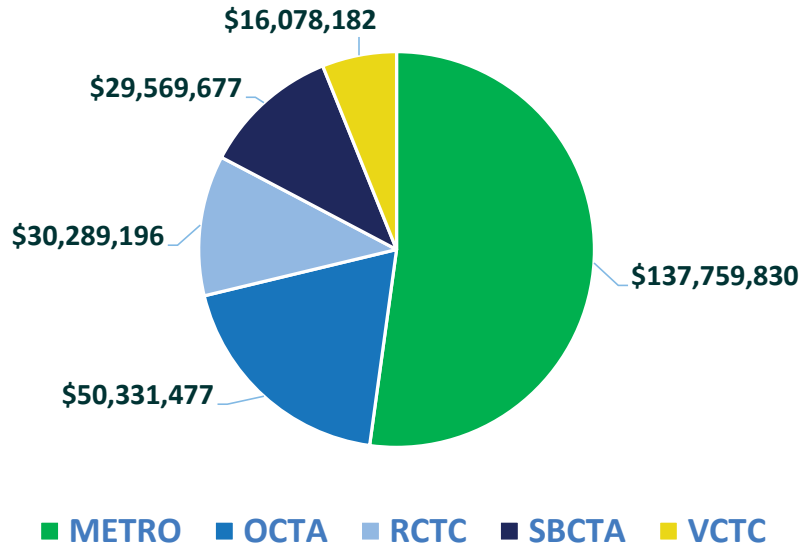
1

Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRA Preliminary Budget Request for Fiscal



## Proposed FY25 Operating Support Required by Member Agency

Operating Support Required (\$264.0M)



**Notes:**

- Hybrid Service Level – Current Service Start on July 1, 2024 with Optimized Start October 2024
- Total includes Mini-Bundle Mobilization
- Total include Student Adventure Pass Support

Operating Support Required from Member Agencies



## Comparative FY25 Operating Support Required by Member Agency

Service	Total	LA METRO	OCTA	RCTC	SBCTA	VCTC
Initial	\$273,822,921	\$142,066,738	\$52,744,589	\$31,460,544	\$30,610,111	\$16,940,93
Revised	\$264,028,362	\$137,759,830	\$50,331,477	\$30,289,196	\$29,569,677	\$16,078,18

**Notes:**

- Hybrid Service Level – Current Service Start on July with Optimized Start October 2024
- Total includes Mini-Bundle Mobilization (One-Time Expenses)
- Total includes Student Adventure Pass Support

Comparative FY25 Operating Support Required from Member Agencies



Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRA Preliminary Budget Request for Fiscal

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## Revised New Capital Program Budget



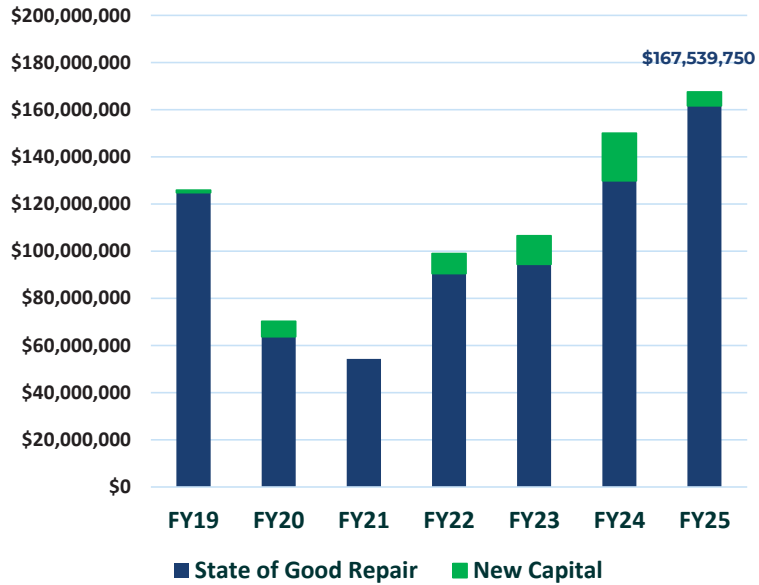
## Revised Proposed FY25 System Capital Program Overview

- State of Good Repair - **\$161.6M**
  - Increase from FY24 of **\$31.8M** or **24.5%**
  
- New Capital - **\$5.9M**
  - Decrease from FY24 of **(\$14.3M)** or **(70.0%)**

**FY25 Capital Program  
FY19 – FY25  
- SGR  
- New Capital**



**Revised Proposed FY25 Capital Program FY19 – FY25  
State of Good Repair & New Capital**



**Note:**

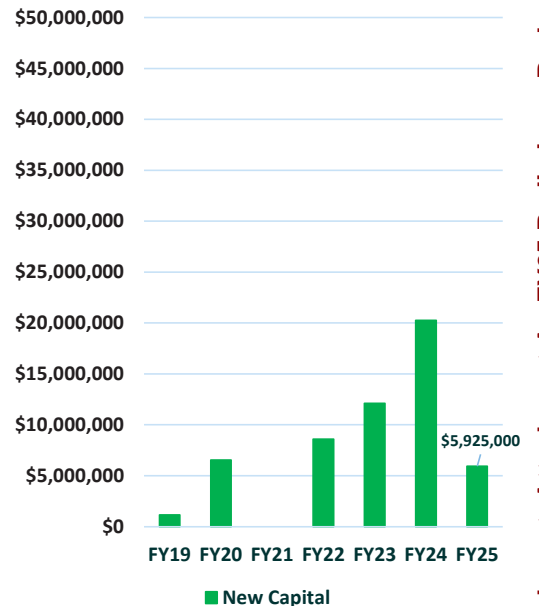
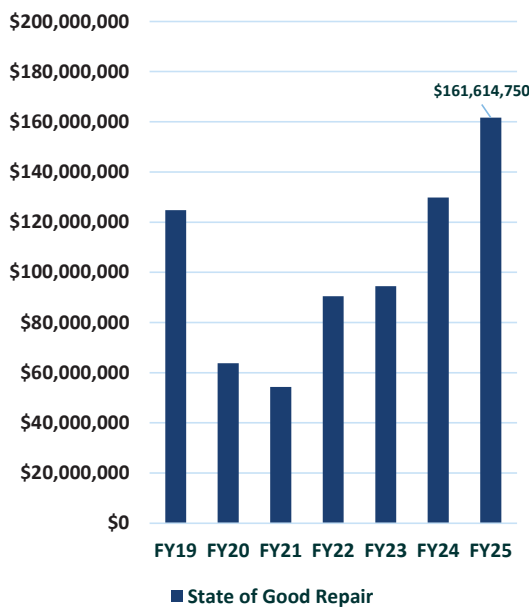
- FY23 data does not include New Capital Tier 4 Locomotive Purchase

2:

**FY25 Capital Program  
FY19 – FY25  
- SGR  
- New Capital**



**Revised Proposed FY25 Capital Program FY19 – FY25  
State of Good Repair & New Capital**



**Note:**

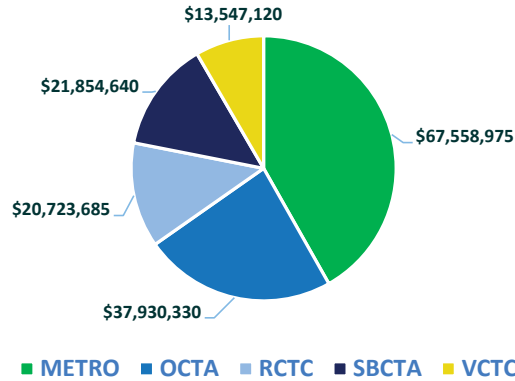
- FY23 data does not include New Capital Tier 4 Locomotive Purchase

2:

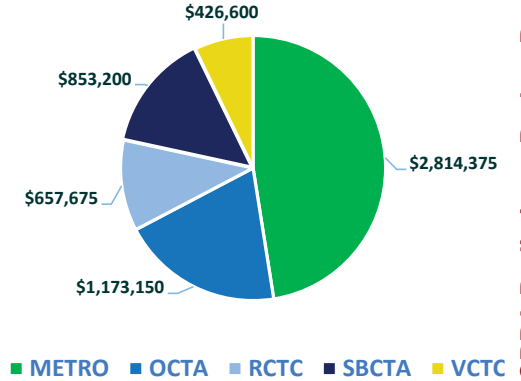
## Proposed FY25 Capital Program By Member Agency

FY25 Capital Program  
By Member Agency  
- SGR  
- New Capital

State of Good Repair



New Capital



Notes:

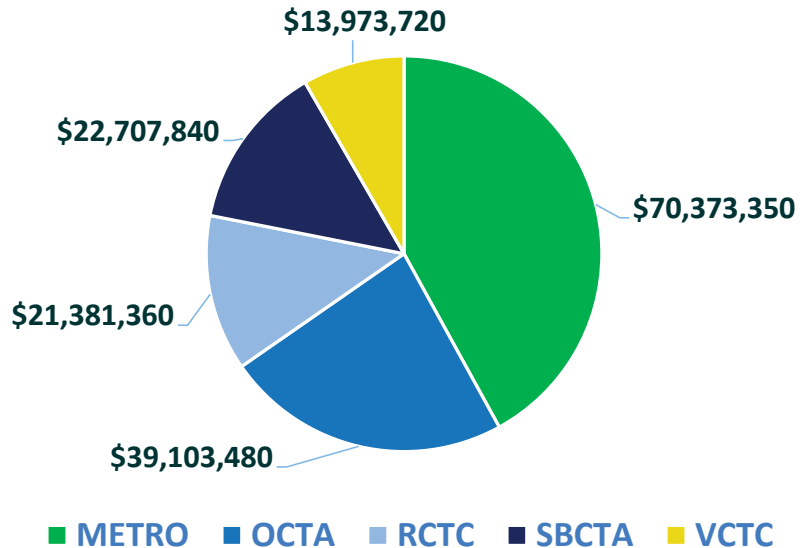
METROLINK

2:

## Proposed FY25 Capital Program By Member Agency

FY25 Capital Program  
By Member Agency  
- SGR  
- New Capital

Capital Support Required (\$167.5M)



Notes:

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# Summary

- This budget will help Metrolink transition from Commuter Rail to Regional Rail.

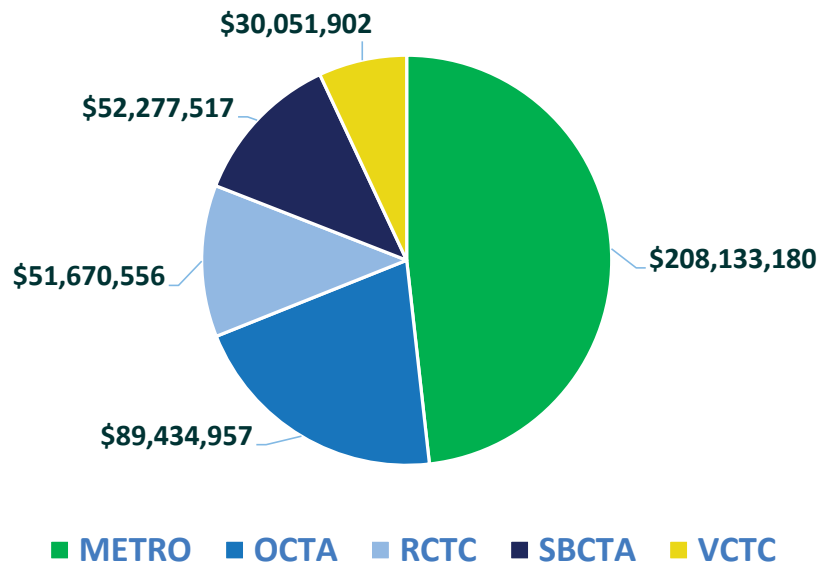
Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRRA Preliminary Budget Request for Fiscal

**Proposed FY25 Budget (Operating & Capital Program) Support Required from Member Agencies**

**METROLINK**

## Proposed FY25 Budget Support Required by Member Agency

Total Support Required (\$431.6M)



**Notes:**

- Hybrid Service Level – Current Service Start on July with Optimized Start October 2024
- Total includes Mini-Bundle Mobilization
- Includes Student Adventure Pass Support

## Proposed FY25 Budget Summary of Support by Member Agency

FY25 Budget  
Summary of  
Support by Member  
Agencies



FY25 Proposed Budget Hybrid Scenario (includes mobilization)						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Support	137,759,830	50,331,477	30,289,196	29,569,677	16,078,182	264,028,362
Total Capital Support	70,373,350	39,103,480	21,381,360	22,707,840	13,973,720	167,539,750
<b>Total</b>	<b>208,133,180</b>	<b>89,434,957</b>	<b>51,670,556</b>	<b>52,277,517</b>	<b>30,051,902</b>	<b>431,568,112</b>

FY24 Amended Budget						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Support	128,093,315	50,557,390	28,141,155	28,754,730	16,326,283	251,872,872
Total Capital Support	72,989,847	29,554,225	15,624,704	17,967,472	13,923,752	150,060,000
<b>Total</b>	<b>201,083,162</b>	<b>80,111,615</b>	<b>43,765,859</b>	<b>46,722,202</b>	<b>30,250,035</b>	<b>401,932,872</b>

Year-Over-Year Variance						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
<b>Total Support</b>	<b>7,050,018</b>	<b>9,323,343</b>	<b>7,904,697</b>	<b>5,555,316</b>	<b>(198,133)</b>	<b>29,635,240</b>
<i>% variance</i>	3.5%	11.6%	18.1%	11.9%	-0.7%	7.4%

Note: FY24 Amended Budget does not include "Working Capital Fund"

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## Proposed FY25 Operating Budget Summary of Support by Member Agency

FY25 Operating  
Budget  
Summary of  
Support by Member  
Agencies



FY25 Proposed Budget Hybrid Scenario (includes mobilization)						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	37,152,823	15,178,020	5,506,389	7,743,559	2,446,712	68,027,50
Total Expense	174,912,654	65,509,497	35,795,584	37,313,236	18,524,893	332,055,86
<b>FY25 Member Agency Support (Loss)</b>	<b>(137,759,830)</b>	<b>(50,331,477)</b>	<b>(30,289,196)</b>	<b>(29,569,677)</b>	<b>(16,078,182)</b>	<b>(264,028,36)</b>

FY24 Amended Budget						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	29,483,221	12,138,405	4,116,867	6,855,365	1,454,046	54,047,90
Total Expense	157,576,536	62,695,795	32,258,021	35,610,094	17,780,329	305,920,77
<b>FY24 Member Agency Support (Loss)</b>	<b>(128,093,315)</b>	<b>(50,557,390)</b>	<b>(28,141,155)</b>	<b>(28,754,730)</b>	<b>(16,326,283)</b>	<b>(251,872,87)</b>

Year-Over-Year Variance						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Revenues	7,669,602	3,039,614	1,389,522	888,194	992,665	13,979,59
<i>% variance</i>	26.0%	25.0%	33.8%	13.0%	68.3%	25.9
Expenses	17,336,117	2,813,702	3,537,563	1,703,142	744,564	26,135,08
<i>% variance</i>	11.0%	4.5%	11.0%	4.8%	4.2%	8.5
<b>Member Agency Support (increase) / decrease</b>	<b>(9,666,515)</b>	<b>225,912</b>	<b>(2,148,041)</b>	<b>(814,948)</b>	<b>248,101</b>	<b>(12,155,49)</b>
<i>% variance</i>	7.5%	-0.4%	7.6%	2.8%	-1.5%	4.8

Note: FY24 Amended Budget does not include "Working Capital Fund"

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Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRRA Preliminary Budget Request for Fiscal

## Proposed FY25 Operating Budget Summary of Member Agency Support by Line

**FY25 Operating Budget  
Summary of  
Member Agency  
Support by Line**

FY25 Proposed Budget								
Hybrid Scenario (includes mobilization)								
	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Total Revenue	18,790,687	6,586,668	12,841,928	4,084,605	14,204,800	5,739,128	5,779,686	68,027,502
Total Expense	75,721,192	41,161,670	66,665,043	24,921,212	49,226,847	35,216,162	34,632,437	327,544,561
<b>FY25 Member Agency Support (Loss)</b>	<b>(56,930,505)</b>	<b>(34,575,003)</b>	<b>(53,823,115)</b>	<b>(20,836,608)</b>	<b>(35,022,047)</b>	<b>(29,477,034)</b>	<b>(28,852,751)</b>	<b>(259,517,095)</b>

FY24 Amended Budget								
	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Total Revenue	15,677,298	4,018,659	11,557,123	2,797,882	10,627,276	4,926,590	4,443,077	54,047,915
Total Expense	69,541,592	38,740,058	63,578,558	23,991,821	44,473,731	35,237,785	30,357,231	305,920,776
<b>FY24 Member Agency Support (Loss)</b>	<b>(53,864,295)</b>	<b>(34,721,399)</b>	<b>(52,021,435)</b>	<b>(21,193,938)</b>	<b>(33,846,455)</b>	<b>(30,311,195)</b>	<b>(25,914,154)</b>	<b>(251,872,818)</b>

Year-Over-Year Variance								
	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Revenues	3,113,389	2,568,009	1,284,805	1,286,722	3,577,525	812,538	1,336,610	13,979,588
% variance	19.9%	63.9%	11.1%	46.0%	33.7%	16.5%	30.1%	25.1%
Expenses	6,179,600	2,421,612	3,086,484	929,392	4,753,117	(21,623)	4,275,206	21,623,712
% variance	8.9%	6.3%	4.9%	3.9%	10.7%	-0.1%	14.1%	7.1%
<b>Member Agency Support (increase) / decrease</b>	<b>(3,066,210)</b>	<b>146,396</b>	<b>(1,801,680)</b>	<b>357,331</b>	<b>(1,175,592)</b>	<b>834,161</b>	<b>(2,938,596)</b>	<b>(7,644,158)</b>
% variance	5.7%	-0.4%	3.5%	-1.7%	3.5%	-2.8%	11.3%	3.1%

**Note:**  
FY24 Amended Budget does not include "Working Capital Fund"  
Excludes Student Adventure Pass Support & Outside 20'



Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRRA Preliminary Budget Request for Fiscal

**FY25 Operating Statement –**

**Revenue**

**Hybrid Service Level**

## Proposed FY25 Level Operating Statement Hybrid Service

(\$000s)	FY 23-24 Amended Budget	FY 24-25 Proposed Budget Hybrid Scenario	Variance	
			\$ Variance	% Variance
<b>Operating Revenue</b>				
Farebox Revenue	35,407,008	45,348,040	9,941,032	28.08%
Fare Reduction Subsidy	490,404	427,099	(63,305)	-12.91%
Other Train Subsidies	2,565,421	2,565,421	0	0.00%
Special Trains	0	0	0	n/a
<b>Subtotal-Pro Forma FareBox</b>	<b>38,462,833</b>	<b>48,340,560</b>	<b>9,877,727</b>	<b>25.68%</b>
Dispatching	1,962,580	2,207,017	244,437	12.45%
Other Revenues	690,953	4,353,250	3,662,297	530.04%
MOW Revenues	12,931,538	13,126,675	195,137	1.51%
<b>Total Operating Revenue</b>	<b>54,047,905</b>	<b>68,027,502</b>	<b>13,979,598</b>	<b>25.87%</b>



## Proposed FY25 Level Operating Statement Hybrid Service

FY25 Operating Statement –  
Operating Expenses  
Hybrid Service Level



(\$000s)	FY 23-24 Amended Budget	FY 24-25 Proposed Budget Hybrid Scenario	Variance	
			\$ Variance	% Variance
<b>Operating Expenses</b>				
<b>Operations &amp; Services</b>				
Train Operators	42,040,094	47,776,213	5,736,119	13.64%
Train Dispatch	5,565,938	5,918,570	352,632	6.34%
Equipment Maintenance	44,560,074	44,073,828	(486,246)	-1.09%
Fuel	31,028,102	33,293,181	2,265,079	7.30%
Non-Scheduled Rolling Stock Repairs	100,000	150,000	50,000	50.00%
Operating Facilities Maintenance	2,243,863	2,485,996	242,133	10.79%
Other Operating Train Services	941,852	973,264	31,412	3.34%
Security	16,634,582	18,375,543	1,740,961	10.47%
Public Safety Program	103,344	53,344	(50,000)	-48.38%
Passenger Relations	2,021,136	1,974,599	(46,537)	-2.30%
TVM Maintenance/Revenue Collection	5,342,154	4,928,574	(413,580)	-7.74%
Marketing	3,238,155	3,002,986	(235,169)	-7.26%
Media & External Communications	322,450	303,850	(18,600)	-5.77%
Utilities/Leases	3,087,613	2,704,068	(383,545)	-12.42%
Transfers to Other Operators	3,269,346	2,614,796	(654,550)	-20.02%
Amtrak Transfers	1,185,452	670,687	(514,765)	-43.42%
Station Maintenance	5,228,874	6,265,876	1,037,002	19.83%
Rail Agreements	6,680,158	6,921,568	241,410	3.61%
Special Trains	500,000	500,000	0	0.00%
<b>Subtotal Operations &amp; Services</b>	<b>174,093,187</b>	<b>182,986,943</b>	<b>8,893,756</b>	<b>5.11%</b>

3:

## Proposed FY25 Level Operating Statement Hybrid Service

FY25 Operating Statement –  
Operating Expenses  
Hybrid Service Level

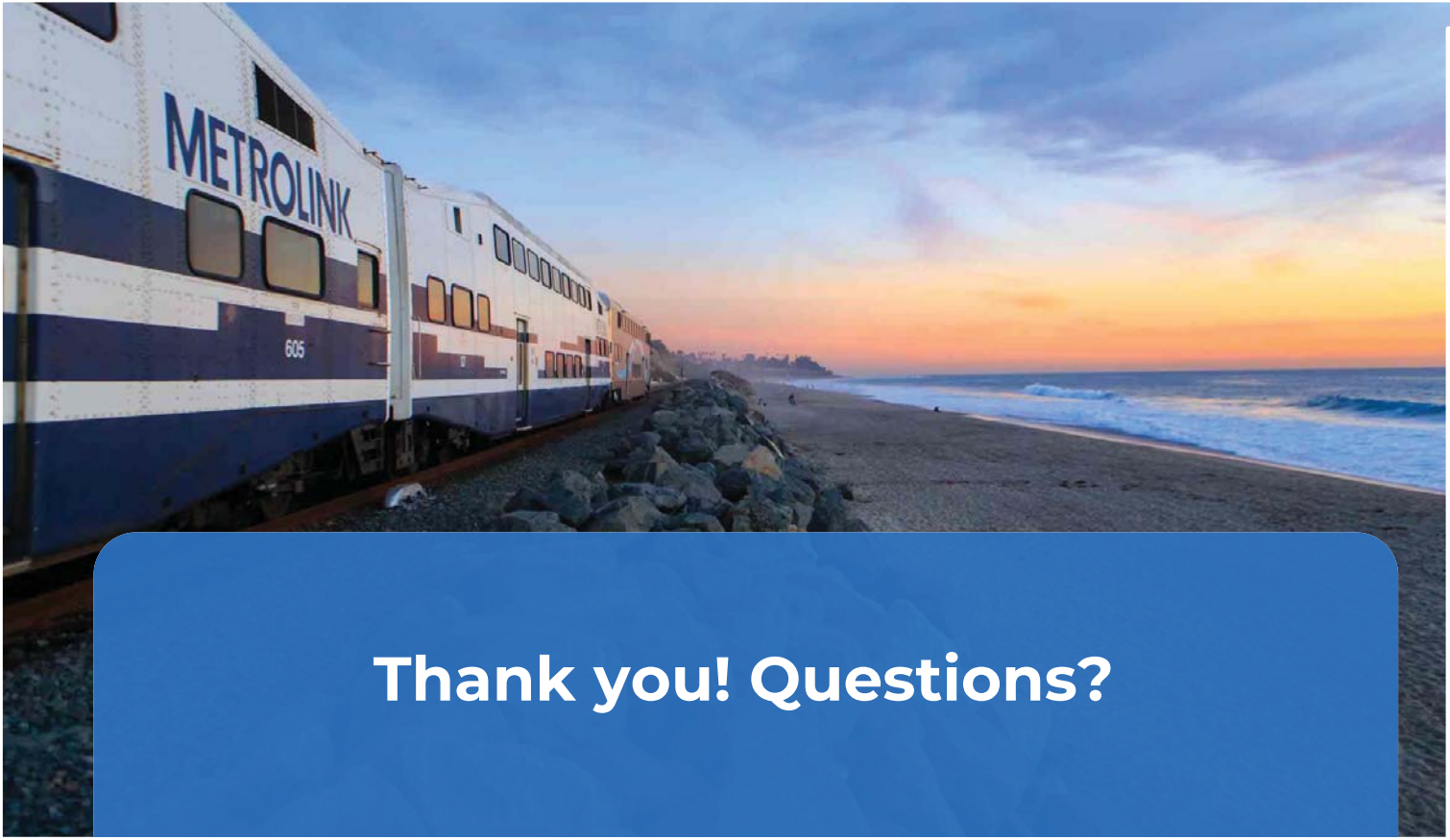


(\$000s)	FY 23-24 Amended Budget	FY 24-25 Proposed Budget Hybrid Scenario	Variance	
			\$ Variance	% Variance
<b>Operating Expenses</b>				
<b>Maintenance-of-Way</b>				
MoW - Line Segments	53,545,845	53,977,798	431,953	0.81%
MoW - Extraordinary Maintenance	794,287	640,284	(154,003)	-19.39%
<b>Subtotal Maintenance-of-Way</b>	<b>54,340,132</b>	<b>54,618,082</b>	<b>277,950</b>	<b>0.51%</b>
<b>Administration &amp; Services</b>				
Ops Salaries & Benefits	17,220,657	17,764,073	543,415	3.16%
Ops Non-Labor Expenses	12,830,464	11,613,227	(1,217,237)	-9.49%
Indirect Administrative Expenses	24,657,544	24,282,588	(374,957)	-1.52%
Ops Professional Services	2,717,389	2,654,412	(62,977)	-2.32%
<b>Subtotal Admin &amp; Services</b>	<b>57,426,054</b>	<b>56,314,300</b>	<b>(1,111,755)</b>	<b>-1.94%</b>
Contingency	87,500	50,000	(37,500)	-42.86%
<b>Total Operating Expenses</b>	<b>285,946,874</b>	<b>293,969,325</b>	<b>8,022,451</b>	<b>2.81%</b>
<b>Insurance and Legal</b>				
Liability/Property/Auto	16,837,887	19,200,511	2,362,624	14.03%
Net Claims / SI	990,000	1,840,750	850,750	85.93%
Claims Administration	2,146,016	2,195,547	49,531	2.31%
<b>Subtotal Insurance and Legal</b>	<b>19,973,903</b>	<b>23,236,808</b>	<b>3,262,905</b>	<b>16.34%</b>
<b>Total Expense</b>	<b>305,920,777</b>	<b>317,206,133</b>	<b>11,285,356</b>	<b>3.69%</b>
<b>Loss / Member Support Required</b>	<b>(251,872,872)</b>	<b>(249,178,630)</b>	<b>2,694,242</b>	<b>-1.07%</b>
<b>Mobilization</b>	0	10,338,432	10,338,432	n/a
<b>Total Expense with Mobilization</b>	<b>305,920,777</b>	<b>327,544,565</b>	<b>21,623,788</b>	<b>7.07%</b>
<b>Loss with Mobilization</b>	<b>(251,872,872)</b>	<b>(259,517,062)</b>	<b>(7,644,190)</b>	<b>3.03%</b>
Student Adventure Pass	0	3,211,300	3,211,300	n/a
Outside 20'	0	1,300,000	1,300,000	n/a
<b>Total SAP + Outside 20'</b>	<b>0</b>	<b>4,511,300</b>	<b>4,511,300</b>	<b>n/a</b>
<b>Total Expense</b>	<b>305,920,777</b>	<b>332,055,865</b>	<b>26,135,088</b>	<b>8.54%</b>
<b>Loss</b>	<b>(251,872,872)</b>	<b>(264,028,362)</b>	<b>(12,155,490)</b>	<b>4.83%</b>

3:

Attachment: Attachment A - FY25 Preliminary Budget Request for Metrolink Service (10629 : SCRRA Preliminary Budget Request for Fiscal





Thank you! Questions?

Attachment B

# San Bernardino Line – with Express

Train number	301	305	307	381	311	313	315	317	319	321	<b>323</b>	325	<b>327</b>	<b>329</b>	<b>331</b>	333	<b>335</b>	<b>337</b>	<b>339</b>	341	<b>343</b>	345	<b>347</b>	349	351	353	361	
DOWNTOWN REDLANDS	05:33																											
SAN BERNARDINO TRANSIT CENTER	3:46	4:46	5:16		6:16	6:46		7:46		8:46		9:46		<b>10:46</b>		11:46		<b>12:46</b>		13:46		14:46		15:46		16:46	18:46	
SAN BERNARDINO	3:51	4:51	5:21	05:50	6:21	6:51		7:51		8:51		9:51		<b>10:51</b>		11:51		<b>12:51</b>		13:51		14:51		15:51		16:51	18:51	
RIALTO	3:57	4:57	5:27		6:27	6:57		7:57		8:57		9:57		<b>10:57</b>		11:57		<b>12:57</b>		13:57		14:57		15:57		16:57	18:57	
FONTANA	4:04	5:04	5:34		6:34	7:04		8:04		9:04		10:04		<b>11:04</b>		12:04		<b>13:04</b>		14:04		15:04		16:04		17:04	19:04	
RANCHO CUCAMONGA	4:13	5:13	5:43	06:07	6:43	7:13		8:13		9:13		10:13		<b>11:13</b>		12:13		<b>13:13</b>		14:13		15:13		16:13		17:13	19:13	
UPLAND	4:21	5:21	5:51		6:51	7:21		8:21		9:21		10:21		<b>11:21</b>		12:21		<b>13:21</b>		14:21		15:21		16:21		17:21	19:21	
MONTCLAIR	4:26	5:26	5:56	06:17	6:56	7:26		8:26		9:26		10:26		<b>11:26</b>		12:26		<b>13:26</b>		14:26		15:26		16:26		17:26	19:26	
CLAREMONT	4:29	5:29	5:59		6:59	7:29		8:29		9:29		10:29		<b>11:29</b>		12:29		<b>13:29</b>		14:29		15:29		16:29		17:29	19:29	
POMONA (North)	4:33	5:33	6:03		7:03	7:33		8:33		9:33		10:33		<b>11:33</b>		12:33		<b>13:33</b>		14:33		15:33		16:33		17:33	19:33	
COVINA	4:43	5:43	6:13	06:31	7:13	7:43	8:13	8:43	9:13	9:43	<b>10:13</b>	10:43	<b>11:13</b>	<b>11:43</b>	<b>12:13</b>	12:43	<b>13:13</b>	<b>13:43</b>	<b>14:13</b>	14:43	<b>15:13</b>	15:43	<b>16:13</b>	16:43	17:13	17:43	19:43	
BALDWIN PARK	4:49	5:49	6:19		7:19	7:49	8:19	8:49	9:19	9:49	<b>10:19</b>	10:49	<b>11:19</b>	<b>11:49</b>	<b>12:19</b>	12:49	<b>13:19</b>	<b>13:49</b>	<b>14:19</b>	14:49	<b>15:19</b>	15:49	<b>16:19</b>	16:49	17:19	17:49	19:49	
EL MONTE	4:59	5:59	6:29		7:29	7:59	8:29	8:59	9:29	9:59	<b>10:29</b>	10:59	<b>11:29</b>	<b>11:59</b>	<b>12:29</b>	12:59	<b>13:29</b>	<b>13:59</b>	<b>14:29</b>	14:59	<b>15:29</b>	15:59	<b>16:29</b>	16:59	17:29	17:59	19:59	
CAL STATE LA	5:09	6:09	6:39	06:58	7:39	8:09	8:39	9:09	9:39	10:09	<b>10:39</b>	11:09	<b>11:39</b>	<b>12:09</b>	<b>12:39</b>	13:09	<b>13:39</b>	<b>14:09</b>	<b>14:39</b>	15:09	<b>15:39</b>	16:09	<b>16:39</b>	17:09	17:39	18:09	20:09	
L.A. UNION STATION	5:20	6:20	6:50	07:08	7:50	8:20	8:50	9:20	9:50	10:20	<b>10:50</b>	11:20	<b>11:50</b>	<b>12:20</b>	<b>12:50</b>	13:20	<b>13:50</b>	<b>14:20</b>	<b>14:50</b>	15:20	<b>15:50</b>	16:20	<b>16:50</b>	17:20	17:50	18:20	20:20	

**Bold** = additional trains proposed for 2024 compared to April 2023 schedules

Westbound

Attachment: Attachment B - Optimized Service Schedule for SBL (10629) : SCRRA Preliminary Budget

# San Bernardino Line – With Express

Eastbound

Train number	300	<b>302</b>	304	<b>306</b>	308	<b>310</b>	312	<b>314</b>	<b>316</b>	<b>318</b>	320	<b>322</b>	324	<b>326</b>	<b>328</b>	330	332	334	336	338	340	382	344	346	348	352	356
L.A. UNION STATION	6:38	<b>7:08</b>	7:38	<b>8:08</b>	8:38	<b>9:08</b>	9:38	<b>10:08</b>	<b>10:38</b>	<b>11:08</b>	11:38	<b>12:08</b>	12:38	<b>13:08</b>	<b>13:38</b>	14:08	14:38	15:08	15:38	16:08	16:38	17:08	17:38	18:08	18:38	19:38	20:3
CAL STATE LA	6:50	<b>7:20</b>	7:50	<b>8:20</b>	8:50	<b>9:20</b>	9:50	<b>10:20</b>	<b>10:50</b>	<b>11:20</b>	11:50	<b>12:20</b>	12:50	<b>13:20</b>	<b>13:50</b>	14:20	14:50	15:20	15:50	16:20	16:50	17:20	17:50	18:20	18:50	19:50	20:5
EL MONTE	7:00	<b>7:30</b>	8:00	<b>8:30</b>	9:00	<b>9:30</b>	10:00	<b>10:30</b>	<b>11:00</b>	<b>11:30</b>	12:00	<b>12:30</b>	13:00	<b>13:30</b>	<b>14:00</b>	14:30	15:00	15:30	16:00	16:30	17:00		18:00	18:30	19:00	20:00	21:0
BALDWIN PARK	7:09	<b>7:39</b>	8:09	<b>8:39</b>	9:09	<b>9:39</b>	10:09	<b>10:39</b>	<b>11:09</b>	<b>11:39</b>	12:09	<b>12:39</b>	13:09	<b>13:39</b>	<b>14:09</b>	14:39	15:09	15:39	16:09	16:39	17:09		18:09	18:39	19:09	20:09	21:0
COVINA	7:16	<b>7:45</b>	8:16	<b>8:45</b>	9:16	<b>9:45</b>	10:16	<b>10:45</b>	<b>11:16</b>	<b>11:45</b>	12:16	<b>12:45</b>	13:16	<b>13:45</b>	<b>14:16</b>	14:45	15:16	15:45	16:16	16:45	17:16	17:43	18:16	18:46	19:16	20:16	21:1
POMONA (North)	7:27		8:27		9:27		10:27		<b>11:27</b>		12:27		13:27		<b>14:27</b>		15:27		16:27		17:27		18:27	18:57	19:27	20:27	21:2
CLAREMONT	7:31		8:31		9:31		10:31		<b>11:31</b>		12:31		13:31		<b>14:31</b>		15:31		16:31		17:31		18:31	19:01	19:31	20:31	21:3
MONTCLAIR	7:34		8:34		9:34		10:34		<b>11:34</b>		12:34		13:34		<b>14:34</b>		15:34		16:34		17:34	17:58	18:34	19:04	19:34	20:34	21:3
UPLAND	7:39		8:39		9:39		10:39		<b>11:39</b>		12:39		13:39		<b>14:39</b>		15:39		16:39		17:39		18:39	19:09	19:39	20:39	21:3
RANCHO CUCAMONGA	7:48		8:48		9:48		10:48		<b>11:48</b>		12:48		13:48		<b>14:48</b>		15:48		16:48		17:48	18:07	18:48	19:18	19:48	20:48	21:4
FONTANA	7:56		8:56		9:56		10:56		<b>11:56</b>		12:56		13:56		<b>14:56</b>		15:56		16:56		17:56		18:56	19:26	19:56	20:56	21:5
RIALTO	8:03		9:03		10:03		11:03		<b>12:03</b>		13:03		14:03		<b>15:03</b>		16:03		17:03		18:03		19:03	19:33	20:03	21:03	22:0
SAN BERNARDINO	8:09		9:09		10:09		11:09		<b>12:09</b>		13:09		14:09		<b>15:09</b>		16:09		17:09		18:09	18:25	19:09	19:39	20:09	21:09	22:0
SAN BERNARDINO TRANSIT CENTER	8:12		9:12		10:12		11:12		<b>12:12</b>		13:12		14:12		<b>15:12</b>		16:12		17:12		18:12		19:12	19:42	20:12	21:12	22:1
DOWNTOWN REDLANDS																							18:42				



**Bold** = additional trains proposed for 2024 compared to April 2023 schedules

Attachment: Attachment B - Optimized Service Schedule for SBL (10629 : SCRRA Preliminary Budget



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
1	FERNANDEZK	2025	2025	SAVED	OPEN	2823	00	Rehab	ALL	All	n/a - n/a	Worn	High	Business Systems	EAM Software Enhancement	EAM Software Enhancement and Technical Support. Metrolink's Enterprise Asset Management System continues to evolve improving our asset management foundation. The agency will benefit with the development and implementation of software enhancements that will allow us to maintain and drive new EAM and Condition Based Maintenance Initiatives. This includes fault/alert management, KPI management, SGR asset condition assessment, workflow refinements, and technical support.	\$1,418,000	\$673,550	\$280,764	\$157,398	\$204,192	\$102,096	\$0
2	POGHOSYANE	2025	2025	SAVED	OPEN	2843	00	Rehab	ALL	All	n/a - n/a	Worn	High	Business Systems	MAINTENANCE-OF-WAY (MOW) & OPS. VEHICLES & EQUIPMENT REPLACEMENT & OVERHAUL	MOW and operations vehicles and equipment replacement via new acquisition to rehabilitate aging fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way. Replacement of MOW/OPS equipment and vehicles; Rehabilitation of MOW equipment. Project budget to cover cost of zero emission light and medium duty vehicles (subject to manufacture production schedules).  Light Duty (SUV's, Pick up and Hi-rail Trucks) - 30 Equipment - 4Mile	\$3,081,000	\$1,463,475	\$610,038	\$341,991	\$443,664	\$221,832	\$0
3	CHAKLADARA	2025	2025	SAVED	OPEN	2850	00	Rehab	ALL	All	n/a - n/a	Marginal	High	Information Technology	Rehab of End-User Computing Infrastructure Assets	Replace end of life infrastructure for end users.	\$457,000	\$217,075	\$90,486	\$50,727	\$65,808	\$32,904	\$0
4	PEREZO	2025	2025	SAVED	OPEN	2851	00	Rehab	ALL	All	n/a - n/a	Marginal	High	Information Technology	Rehab of Network BackUp Systems and Disaster Recover (DR) systems	Upgrade Network Backup Software to include new features like orchestration of processes for performing and recovering from disasters.  Upgrade 2 of the server SANs. Hewlett Packard Enterprises announced the End of Support for those model SANs on October 2024.	\$373,000	\$177,175	\$73,854	\$41,403	\$53,712	\$26,856	\$0
5	PEREZO	2025	2025	SAVED	OPEN	2852	00	Rehab	ALL	All	n/a - n/a	Marginal	Low	Information Technology	Rehab of Network Infrastructure and Improve the Health and Stability of our Systems	Immutable BackUp for the servers in the CoLo to make the setup in the CoLo the same as the setup a DOC as well as safeguarding Metrolink from possible Ransomware attacks. This will allow us to have immutable backups when our systems are running in the CoLo  Enhanced E-Mail protection thru Proof point. Ensures that legitimate e-mail is properly authenticating to mitigate the threat of malicious e-mail.  A separate Manage Engine account for use specifically on the servers. Currently we're managing both workstation and servers in the same product. This is separate the Workstations and Servers and allow for better patch management of the servers.  24 Cisco 2960's are nearing end of life. Replacing them with Cisco 9000 series switches (48 port) to maintain the health of our network infrastructure. This will allow our switches to have maintenance support from HP.  Uninterruptible Power Supplies (UPS) units in closets have not been replaced in over 2 years. Standardizin setup. Replace UPS setup with: Rackmount UPS (1500VA) with 2 Auxiliary Battery Packs. This will ensure that our systems will remain operational in the event of a short power disruption.  Security software for the IT-Admin team to replicate the attacks that our external security auditors perform so that we can better safeguard the Metrolink network from malicious activity and improve our security posture.	\$1,074,000	\$510,150	\$212,652	\$119,214	\$154,656	\$77,328	\$0
6	CONLEYD	2025	2025	SAVED	OPEN	2853	00	Rehab	San Bernardino Line	San Gabriel	2.4 - 57.7	Marginal	Low	Communications	SAN GABRIEL SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	San Gabriel Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:  - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems  Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$585,000	\$351,000	\$0	\$0	\$234,000	\$0	\$0

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
7	CONLEYD	2025	2025	SAVED	OPEN	2856	00	Rehab	Orange County Line	Orange	165.06 - 207.36	Marginal	Low	Communications	ORANGE SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Orange Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:  - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems  Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$549,000	\$0	\$549,000	\$0	\$0	\$0	\$0
10	CONLEYD	2025	2025	SAVED	OPEN	2859	00	Rehab	ALL	River	0.0 - 3.5	Marginal	Low	Communications	RIVER SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	River Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:  - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems  Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$189,000	\$89,775	\$37,422	\$20,979	\$27,216	\$13,608	\$0
11	CONLEYD	2025	2025	SAVED	OPEN	2860	00	Rehab	Riverside Line	Riverside	49.6 UP LA SUB - 61.6 UP LA SUB	Marginal	Low	Communications	RIVERSIDE LINE TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Riverside Line Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:  - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems SPECIFICALLY LOOKING TO UPGRADE CUSTOMER INFORMATION SYSTEMS AT RIVERSIDE COUNTY STATIONS (RIVERSIDE DOWNTOWN AND JURUPA VALLEY/PEDLEY) FOR FY25. Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$343,000	\$0	\$0	\$343,000	\$0	\$0	\$0
12	FERNANDEZK	2025	2025	SAVED	OPEN	2863	00	Rehab	ALL	All	n/a - n/a	Worn	High	Track	FY25 SYSTEMWIDE TRACK REHABILITATION Rail Grinding/Surfacing	Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail Grinding: ongoing systemwide program - Surfacing Program to restore track profiles and cross sections	\$3,468,000	\$1,647,300	\$686,664	\$384,948	\$499,392	\$249,696	\$0
13	FERNANDEZK	2025	2025	SAVED	OPEN	2864	00	Rehab	ALL	All	n/a - n/a	Worn	High	Track	FY25 SYSTEMWIDE TRACK REHABILITATION Rail Grinding/Surfacing BACKLOG	ADDITIONAL AMOUNT ADDRESSES BACKLOG. Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail Grinding: ongoing systemwide program - Surfacing Program to restore track profiles and cross sections	\$1,953,000	\$927,675	\$386,694	\$216,783	\$281,232	\$140,616	\$0
14	ZAVALLAL	2025	2025	SAVED	OPEN	2903	00	Rehab	Ventura County Line	Ventura - VC County	428.35 - 433.27	Worn	High	Train Control	SoGR_FY25_VENTURA (VN)_SIGNAL	Upgrade Signal Crossings at 1) Avenida Colonia Place 2) Erringer Rd 3) 1st Street	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0
16	ZAVALLAL	2025	2025	SAVED	OPEN	2906	00	Rehab	Antelope Valley Line	Valley	22.63 - 76.2	Worn	High	Train Control	SoGR_FY25_VALLEY_SIGNAL	Upgrade Control Points incl. Switches and Cables at CP Kocian CP Harold CP Sierra  Upgrade Signal Crossings at Polk Street Newhall Ave	\$2,640,750	\$2,640,750	\$0	\$0	\$0	\$0	\$0

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
17	ZAVALAL	2025	2025	SAVED	OPEN	2907	00	Rehab	San Bernardino Line	San Gabriel	16.9 - 49.69	Worn	High	Train Control	SoGR_FY25_SAN GABRIEL_SIGNAL	Upgrade Control Point incl. House and Signals at CP Archibald  Upgrade Signal Crossings at Lark Allen Ave Azusa Ave Archibald Ave Hermosa Ave Mango Ave Palmetto Ave Hamburger Lane Merced Ave	\$9,285,000	\$5,571,000	\$0	\$0	\$3,714,000	\$0	\$0
18	ZAVALAL	2025	2025	SAVED	OPEN	2908	00	Rehab	Orange County Line	Orange	167.44 - 196.72	Worn	High	Train Control	SoGR_FY25_ORANGE_SIGNAL	Upgrade Control Point incl. House and Signals at CP Bake CP El Toro  Upgrade Signal Crossings at Sycamore Street Broadway Street Cerritos Ave La Zanja Street South Street	\$8,008,000	\$0	\$8,008,000	\$0	\$0	\$0	\$0
19	ZAVALAL	2025	2025	SAVED	OPEN	2909	00	Rehab	ALL	River	0.8 - 482.1	Worn	High	Train Control	SoGR_FY25_RIVER_SIGNAL	Upgrade Control Point incl. House and Signals at 1) CP West Diamond 2) CP East Diamond	\$3,780,000	\$1,795,500	\$748,440	\$419,580	\$544,320	\$272,160	\$0
20	ZAVALAL	2025	2025	SAVED	OPEN	2911	00	Rehab	Perris Valley Line	San Jacinto (PVL)	65.00 - 85.40	Worn	High	Train Control	SoGR_FY25_PERRIS VALLEY_SIGNAL	Replace EGMS at 1) E. Citrus Street/65.46, 2) Spruce Street/66.74, 3) W. Blaine Street/67.38, 4) San Jacinto Avenue/82.90, 5) G Street/84.00, 6) E. Ellis Street/84.19)	\$1,701,000	\$0	\$0	\$1,701,000	\$0	\$0	\$0
21	ZAVALAL	2025	2025	SAVED	OPEN	2917	00	Rehab	Perris Valley Line	San Jacinto (PVL)	65 - 85.4	Worn	High	Structures	SoGR_FY25_PERRIS VALLEY_STRUCTURES_CONSTRUCTION_DEFERRED FROM FY23 BUDGET PROCESS	Additional funding is needed for the Citrus Retaining Wall & Box Springs Drainage rehabilitation to complete construction. The rehabilitation will consist of improving drainage structures on the PVL Subdivision along the CP Citrus and Box Springs area. The current project cost at the 30% design level is \$34.M.  Construction funds from prior years were an estimated cost for construction at that time. The current estimate was updated to reflect industry trends. Currently progressing on to 60% design. The Construction will be performed in 3 IFB phases as funding is identified.  PREVIOUS FUNDING: The design phase and partial Construction phase were funded in the FY21 budget: Project 521910 for \$1.8M Design; and Project 521920 for \$2.3M Construction. The FY22 request for \$1.58M and the FY24 request for \$5.25M will contribute to the construction budget required to continue. (FY23 request Deferred to FY24).  PROJECT LOCATIONS Phase 1 Location: PVL MP 70.78-70.83, MP 70.83-70.9, MP 70.9, MP 71.27, MP 71.45 Phase 2 Location: PVL MP 69.72 – 69.80, MP 70.06, MP 70.51, MP 70.6, MP 70.69, MP 70.69 – 70.78, MP 70.74, MP 70.78, MP 70.85 Phase 3 Location: PVL CP Citrus MP 65.36, MP 68.37, MP 68.65, MP 69.04, MP 69.23, MP 69.49, MP 69.72	\$6,152,000	\$0	\$0	\$6,152,000	\$0	\$0	\$0
22	ZAVALAL	2025	2025	SAVED	OPEN	2918	00	Rehab	ALL	All	N/A - N/A	Worn	High	Structures	SoGR_FY25_SYSTEMWIDE_STRUCTURES_MAINTENANCE & CREW BRIDGE INSPECTOR	The MRP 2.0 update identified the need to have an additional Structures Maintenance Crew to address Maintenance Work Orders, and also have an additional Bridge Inspector to augment existing staff. Currently, only 2 Bridge Inspectors are covering over 1000 Structures on Metrolink property.	\$1,890,000	\$897,750	\$374,220	\$209,790	\$272,160	\$136,080	\$0
25	ZAVALAL	2025	2025	SAVED	OPEN	2922	00	Rehab	San Bernardino Line	San Gabriel	1.08 - 56.52	Worn	High	Structures	SoGR_FY25_SAN GABRIEL_STRUCTURES_CONSTRUCTION	San Gabriel Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure: - Bridges - Culverts - Tunnels Specific work will include: *CONSTRUCTION FUNDS ONLY* for Structures rehabilitation at MP 24.19, and downsizing of 1 drainage bridge structure at Mp 34.9 from a bridge to a culvert.	\$1,134,000	\$680,400	\$0	\$0	\$453,600	\$0	\$0

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS						
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	
27	ZAVALAL	2025	2025	SAVED	OPEN	2926	00	Rehab	Orange County Line	Orange	165.08 - 207.4	Worn	High	Structures	SoGR_FY25_ORANGE_STRUCTURES_CONSTRUCTION	Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: This budget will provide additional construction funds for the 2 structures (MP 202.1 and 202.35) that will be constructed with partial funds from the FY24 budget, primarily in the Dana Point and San Clemente area. These funds are needed due to construction cost escalation issues Metrolink has recently experienced.	\$1,864,000	\$0	\$1,864,000	\$0	\$0	\$0	\$0	\$0
28	ZAVALAL	2025	2025	SAVED	OPEN	2927	00	Rehab	Ventura County Line	Ventura - VC County	426.4 - 441.24	Worn	High	Structures	SoGR_FY25_VENTURA (VN)_STRUCTURES_DESIGN	Ventura Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: *DESIGN ONLY* Design & Environmental Clearance for Repairs to culvert (440.56) to help with sediment build-up due to erosion and obtain necessary environmental clearance and permits.	\$473,000	\$0	\$0	\$0	\$0	\$473,000	\$0	
29	ZAVALAL	2025	2025	SAVED	OPEN	2928	00	Rehab	ALL	River	3.34 - 3.34	Worn	High	Structures	SoGR_FY25_RIVER_STRUCTURES_DESIGN_DRAINAGE IMPROVEMENT	*Design Only* River Sub Drainage Improvement addresses the need for a hydrology and hydraulics study and design for a drainage system that can help mitigate the severe erosion and flooding in this area, near Bridge MP 3.34	\$851,000	\$404,225	\$168,498	\$94,461	\$122,544	\$61,272	\$0	
30	ZAVALAL	2025	2025	SAVED	OPEN	2930	00	Rehab	Ventura County Line	Ventura - VC County	426.00 - 433.00	Worn	High	Track	SoGR_FY25_VENTURA (VN)_TRACK	TIES: 4,000 Wood Ties - MT: MP 429.0-430.0 and MP 432.0-433.0; Siding: MP 426.0-427.0 BALLAST: Ballast to support projects listed.	\$2,170,000	\$0	\$0	\$0	\$0	\$2,170,000	\$0	
32	ZAVALAL	2025	2025	SAVED	OPEN	2934	00	Rehab	Antelope Valley Line	Valley	3.67 - 76.63	Worn	High	Track	SoGR_FY25_VALLEY_TRACK	TIES: 7,000 Wood Tie Replacement: MT 37-38, 40-42, 51-52, 62-63, 65-67 Concrete tie upgrade: MT-MP 64.33-65.33 (3000 TF) GRADE CROSSING: MP 32.35 - Drayton St. (80 TF), MP 56.16 Crown Valley Rd. (50 TF) BALLAST: Ballast to support projects listed.	\$4,725,000	\$4,725,000	\$0	\$0	\$0	\$0	\$0	
33	ZAVALAL	2025	2025	SAVED	OPEN	2936	00	Rehab	San Bernardino Line	San Gabriel	1.08 - 57.66	Worn	High	Track	SoGR_FY25_SAN GABRIEL_TRACK	RAIL: Replace Curve 2.17-1 South Rail (MT-MP 2.18-2.48, 1590 LF); Curve 4.44-1 North Rail (MT-MP 4.44-4.62, 960 LF and two 136/119 transition rails); Curve 19.25-1 North Rail (MT-MP 19.25-19.58, 1750 LF); Tangent South Rail (MT-MP 29.85-29.96, 690 LF); Tangent North/South Rail (MT-MP 38.61-38.73, 1280 LF and two 136/119 transition rails); Replace Curve 55.49-1 South Rail (MT-MP 55.5-55.58, 430 LF); Replace Curve 55.62-1 North Rail (MT-MP 55.61-55.79 MT, 960 LF); Replace Curve 55.87-1 South Rail (MT-MP 55.88-56.0, 640 LF); Upgrade 119# to 136 # North/South Rail MP 3.73-4.43 (2400 LF) GRADE CROSSING: MP 52.44 - S. Lilac Ave. (70 TF), SPECIAL TRACKWORK: Rehab: MP 45.70 (#10), MP 45.74 (#10), MP 45.75 (#10), and MP 45.79 (#10) BALLAST: Ballast to support projects listed.	\$5,532,000	\$3,319,200	\$0	\$0	\$2,212,800	\$0	\$0	
34	ZAVALAL	2025	2025	SAVED	OPEN	2938	00	Rehab	Orange County Line	Orange	165.08 - 207.40	Worn	High	Track	SoGR_FY25_ORANGE_TRACK	RAIL: Replace Curve 175.84-2 North/South Rail (MT2-MP 175.89-176.17, 2960 LF); Curve 197.87-1 North Rail South (MT-MP 197.85-197.97, 640 LF); Curve 199.92-1 South Rail (MT-MP 199.92-200.23, 1640 LF); GRADE CROSSING: MP 167.07 E. La Palma Ave. (240 TF), MP 172.21 S. State College Blvd. (270 TF) SPECIAL TRACKWORK: CP La Palma (2 - #20) BALLAST: Ballast to support projects listed.	\$6,554,000	\$0	\$6,554,000	\$0	\$0	\$0	\$0	
35	ZAVALAL	2025	2025	SAVED	OPEN	2940	00	Rehab	ALL	River	1.18 - 482.62	Worn	High	Track	SoGR_FY25_RIVER_TRACK	RAIL: River Curve 1.19-3 South Rail (MT3-MP 1.18-1.29, 580 LF); River WB Curve 143.03-4 South Rail (MT4-MP 143.03-143.39, 1900 LF); River EB Curve 482.41-2, Curve 482.61-2, and Curve 482.62-2 North Rail (MT2-MP 482.31-482.63, 1690 LF) GRADE CROSSING: MP 1.18 N. Main St. (200 TF), MP 481.69 N. Main St./Albion St. (160 TF) BALLAST: Ballast to support projects listed.	\$3,165,000	\$1,503,375	\$626,670	\$351,315	\$455,760	\$227,880	\$0	

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
36	ZAVALAL	2025	2025	SAVED	OPEN	2942	00	Rehab	Perris Valley Line	San Jacinto (PVL)	65.13 - 86.79	Worn	High	Track	SoGR_FY25_PERRIS VALLEY_TRACK	GRADE CROSSING: MP 65.13 Villa St. (20 TF), MP 85.89 Mapes Rd. (40 TF), and MP 86.79 Watson Rd. (70 TF) (All Non-ML crossings) BALLAST/SURFACING: Ballast to support projects listed	\$780,000	\$0	\$0	\$780,000	\$0	\$0	\$0
37	ZAVALAL	2025	2025	SAVED	OPEN	2943	00	Rehab	ALL	All	n/a - n/a	Worn	High	Track	SoGR_FY25_SYSTEMWIDE_TRACK MEASUREMENT	Track Measurement systems: Tie Scans, GPR, Ballast scanning, MRP Updates Slopes and Embankments study - Recommended by MRP Consultant	\$2,835,000	\$1,346,625	\$561,330	\$314,685	\$408,240	\$204,120	\$0
38	SHAHIDS	2025	2025	SAVED	OPEN	2945	00	Rehab	ALL	All	n/a - n/a	Worn	High	Facilities	LAUS Main Waterline Replacement	The current piping is old, galvanized waterline with several leaking and rusted sections.	\$233,000	\$110,675	\$46,134	\$25,863	\$33,552	\$16,776	\$0
39	SHAHIDS	2025	2025	SAVED	OPEN	2946	00	Rehab	ALL	All	n/a - n/a	Worn	High	Facilities	CMF HVAC Replacement	Replace HVAC units in CMF	\$426,000	\$202,350	\$84,348	\$47,286	\$61,344	\$30,672	\$0
40	SHAHIDS	2025	2025	SAVED	OPEN	2947	00	Rehab	ALL	All	n/a - n/a	Worn	High	Facilities	SCADA System Installation & MCC Upgrade	Scope Part 1 SCADA Remote Control System: This system shall remote control and failure prediction of the following equipment, system & sub-system 1. Tanks/Silos at CMF to control three oil tanks , two DEF tanks , two Sand Silos & two antifreeze tanks . at EMF to control one sand silo, one DEF tank and 3 lube tanks.  2. Control of Motor Control Center (MCC) the SCADA system shall be monitor and control the following systems and sub-systems A. MCC motor control center (Including Fan Monitoring and control panels) , B. NOx system & C. Fire Alarm system  Scope Part 2 Replacement of the MCC: Replace the existing Motor Control Center equipment with new one that will be designed in conjunction with the SCADA system upgrade so that remote monitoring and exhaust fan control is brought up to a state of good repair. Exhaust System: Replace current exhaust system which includes fan motor control center, as well as new NOx panels in the CMF building. the exhaust system shall be integrate with a new SCADA based monitoring system."	\$332,000	\$157,700	\$65,736	\$36,852	\$47,808	\$23,904	\$0
41	SHAHIDS	2025	2025	SAVED	OPEN	2949	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	LDVR & Camera Replacement	Remaining Rotem cab car, All 15 MP36 and All 40 F125. New CFR compliance related.	\$2,051,000	\$974,225	\$406,098	\$227,661	\$295,344	\$147,672	\$0
42	SHAHIDS	2025	2025	SAVED	OPEN	2950	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	Out-of-Service Car Repair project	Repair Out of Service Cars to rehabilitate	\$3,639,000	\$1,728,525	\$720,522	\$403,929	\$524,016	\$262,008	\$0
43	SHAHIDS	2025	2025	SAVED	OPEN	2951	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	Rotem HVAC Overhaul/Rebuild	Both HVAC units and control panels. Life cycle increase. Remove systemic issue	\$2,117,000	\$1,005,575	\$419,166	\$234,987	\$304,848	\$152,424	\$0
44	SHAHIDS	2025	2025	SAVED	OPEN	2953	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	Bombardier Railcar Rebuild	Increase lifecycle. Refurbish remaining Bombardier cars Safety and convenience improvement.	\$26,460,000	\$12,568,500	\$5,239,080	\$2,937,060	\$3,810,240	\$1,905,120	\$0
45	SHAHIDS	2025	2025	SAVED	OPEN	2954	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	Hyundai-Rotem Railcar Overhaul	Toilet Door LED Truck Exterior Scheme Interior Overhaul Exterior Overhaul Battery and LVPS Rubber Floor Floor Heater Convenience Outlet Nylon Airline Replacement Shipping	\$23,625,000	\$11,221,875	\$4,677,750	\$2,622,375	\$3,402,000	\$1,701,000	\$0

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink





ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
46	SHAHIDS	2025	2025	SAVED	OPEN	2955	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	Locomotive Overhauls	<ul style="list-style-type: none"> <li>Engine (both HEP and Main) partial overhaul - replace as needed basis.</li> <li>HVAC overhaul with R-407c freon replacement</li> <li>Truck/Suspension overhaul</li> <li>Exterior repaint</li> <li>Coupler overhaul</li> <li>General electrical and Pnuematic system overhaul</li> </ul>	\$8,316,000	\$3,950,100	\$1,646,568	\$923,076	\$1,197,504	\$598,752	\$0
47	SHAHIDS	2025	2025	SAVED	OPEN	2956	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	Rolling Stock Fleet PA/PEI Comm Upgrades	<ul style="list-style-type: none"> <li>Upgrade communication control device.</li> <li>Add interior destination panels.</li> </ul>	\$1,173,000	\$557,175	\$232,254	\$130,203	\$168,912	\$84,456	\$0
48	SHAHIDS	2025	2025	SAVED	OPEN	2957	00	Rehab	ALL	All	n/a - n/a	Worn	High	Rolling Stock	F125 Locomotive Engine Intermediate Overhauls	<ul style="list-style-type: none"> <li>Engine overhaul - 100% replacement</li> </ul>	\$6,082,000	\$2,888,950	\$1,204,236	\$675,102	\$875,808	\$437,904	\$0
50	FERNANDEZK	2025	2025	SAVED	OPEN	2960	00	Rehab	ALL	All	n/a - n/a	Worn	High	Train Control	FY25 Back-Office Train Control System	<p>Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life.</p> <p>Train Control Back Office:</p> <ol style="list-style-type: none"> <li>DOC/MOC/Vegas Servers</li> <li>CAD Workstations and Monitors</li> <li>CAD/BOS/MDM/IC3</li> <li>Train Control Firewall, Routers and Switches</li> </ol>	\$2,833,000	\$1,345,675	\$560,934	\$314,463	\$407,952	\$203,976	\$0
51	FERNANDEZK	2025	2025	SAVED	OPEN	2961	00	Rehab	ALL	All	n/a - n/a	Worn	High	Train Control	FY25 SYSTEMWIDE ON-BOARD TRAIN CONTROL SYSTEMS REHABILITATION	<p>Procure Slot 10 image development for newer operating software to replace out of date, non-supported version. Pref GPS upgrade for entire flier, new data radio 220 upgrades to replace out of commissions and support radios being used, 5g cell antenna upgrade.</p>	\$2,364,000	\$1,122,900	\$468,072	\$262,404	\$340,416	\$170,208	\$0
52	CONLEYD	2025	2025	SAVED	OPEN	2984	00	Rehab	San Bernardino Line	Ventura - VC County	426.4 - 441.24	Marginal	Low	Communications	VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (VN)	<p>Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:</p> <ul style="list-style-type: none"> <li>- Positive Train Control (PTC) systems</li> <li>- Centralized train control systems</li> <li>- Communication Back-haul systems</li> <li>- Customer Information Systems</li> <li>- Video Surveillance and Security Systems</li> <li>- Voice Communication Systems</li> <li>- System Power Components</li> <li>- Shelter Environmental Subsystems</li> </ul> <p>Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.</p>	\$284,000	\$0	\$0	\$0	\$0	\$284,000	\$0
61	SHAHIDS	2025	2025	SAVED	OPEN	3005	00	Rehab	ALL	All	n/a - n/a	Worn	Low	Right of Way	Metrolink CAM Expenses for Fiscal 2025	<p>Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at the stations, and modernize plumbing.</p> <p>This amount changes each year.</p>	\$1,650,000	\$783,750	\$326,700	\$183,150	\$237,600	\$118,800	\$0
<b>TOTAL</b>																	\$161,614,750	\$67,558,975	\$37,930,330	\$20,723,685	\$21,854,640	\$13,547,120	\$0
<b>PROJECT COUNT</b>																	45						
<b>REHAB TOTAL</b>																	\$161,614,750	\$67,558,975	\$37,930,330	\$20,723,685	\$21,854,640	\$13,547,120	\$0
<b>REHAB COUNT</b>																	45						
<b>CAPITAL TOTAL</b>																	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>CAPITAL COUNT</b>																	0						

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

FERNANDEZK PROJECT# 2823.00

## PROJECT : EAM SOFTWARE ENHANCEMENT

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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EAM Software Enhancement and Technical Support. Metrolink's Enterprise Asset Management System continues to evolve improving our asset management foundation. The agency will benefit with the development and implementation of software enhancements that will allow us to maintain and drive new EAM and Condition Based Maintenance Initiatives. This includes fault/alert management, KPI management, SGR asset condition assessment, workflow refinements, ar technical support.

Mile Posts: n/a

Division: All County: ALL Asset Type: Business Systems

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
4. (Goal 4: Retain and Grow Ridership) Improve service reliability
5. (Goal 4: Retain and Grow Ridership) Increase system utilization

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<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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In 2021, Metrolink partnered with Trapeze to rebuild our Enterprise Asset Management (EAM) program suffering from years of attention- and funding deficit. In less than two years we have established a strong asset management foundation, based upon high quality data and best practice workflows. It's important that we

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
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The risk of non-implementation can impact the agency by limiting staff's ability to effectively make informed asset management decisions as the agency relies on the most comprehensive asset criticality data. This decision support tool will allow staff to  
 Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	AL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$650,000			2026	\$53,175	\$53,175	\$53,175	\$53,175	\$200,000
ENVIRONMENTAL	\$0			2027	\$124,075	\$124,075	\$124,075	\$124,075	\$500,000
ROW ACQUISITION	\$0			2028	\$124,075	\$124,075	\$124,075	\$124,075	\$500,000
MATERIAL	\$0			2029	\$53,175	\$53,175	\$53,175	\$53,175	\$200,000
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$5,000								
DBE/LABOR	\$10,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$84,000								
* SUPPORT STAFF	\$35,000								
* CONSULTANT	\$505,000								
CONTINGENCY	\$129,000								
<b>TOTAL</b>	<b>\$1,418,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

POGHOSYANE PROJECT# 2843.00

## PROJECT : MAINTENANCE-OF-WAY (MOW) & OPS. VEHICLES & EQUIPMENT - REPLACEMENT & OVERHAUL

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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MOW and operations vehicles and equipment replacement via new acquisition to rehabilitate aging fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way. Replacement of MOW/OPS equipment and vehicles; Rehabilitation of MOW equipment. Project budget to cover cost of zero emission light and medium duty vehicles (subject to manufacture production schedules).

Mile Posts: n/a

Division: All County: ALL Asset Type: Business Systems

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
MOW vehicle and equipment replacement and overhaul identified by the Metrolink Rehabilitation Plan (MRP) includes specialized vehicles and equipment. The need has been identified because the assets have or will fall below a State of Good Repair and are in need of rehabilitation based on limits set by	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years and operating cost will drastically increase lowering staff productivity that rely on this vehicles Current Age: 16 Year(s) Standard Lifespan: 10 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$115,538	\$115,538	\$115,538	\$115,536	\$
ROW ACQUISITION	\$0								
MATERIAL	\$2,750,000			2027	\$539,175	\$539,175	\$539,175	\$539,175	\$2,000
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2028	\$115,538	\$115,538	\$115,538	\$115,536	\$
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$10,000			2029	\$0	\$0	\$0	\$0	\$0
DBE/LABOR	\$10,000								
PROJECT MANAGEMENT				2030	\$0	\$0	\$0	\$0	\$0
* P.M STAFF	\$70,000								
* SUPPORT STAFF	\$39,000								
* CONSULTANT	\$0								
CONTINGENCY	\$202,000								
<b>TOTAL</b>	<b>\$3,081,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

CHAKLADARA PROJECT# 2850.00

## PROJECT : REHAB OF END-USER COMPUTING INFRASTRUCTURE ASSETS

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Replace end of life infrastructure for end users.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 3: Invest in People and Assets) Reduce employee turnover</li> <li>(Goal 6: Improve Communications to Customers and Stakeholders) Improve</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Metrolink IT has invested in several assets that are nearing end of life and will either not be supported or will not have the desired functionality and efficiency. The assets are as follows: a) Printers b) Conference Room Equipment (AV units, Video Displays, TVs etc.), User Laptops and Desktops, Monitors, Polycom Phones, networking	<ol style="list-style-type: none"> <li>Condition of Asset..... Marginal</li> <li>System Impact..... High</li> </ol> <p>The end user computing infrastructure impacts all users at all locations including contractors at remote locations.</p>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
The risks of not funding this project are: 1. Users will not have the tools needed to perform their day-to-day responsibilities. 2. Communications between employees and departments will be impaired. 3. Equipment will be unusable because they cannot be replaced. Current Age: 8 Year(s) Standard Lifespan: 6 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$85,688	\$85,688	\$85,688	\$85,686	\$
ROW ACQUISITION	\$0								
MATERIAL	\$0			2027	\$28,562	\$28,562	\$28,562	\$28,564	\$
CONSTRUCTION	\$403,000								
SPECIAL RAIL EQUIP	\$0			2028	\$0	\$0	\$0	\$0	\$0
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$3,000			2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$14,000								
* SUPPORT STAFF	\$7,000								
* CONSULTANT	\$0								
CONTINGENCY	\$30,000								
<b>TOTAL</b>	<b>\$457,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

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# PROJECT PROPOSAL

15.c

5

PEREZO PROJECT# 2851.00

## PROJECT : REHAB OF NETWORK BACKUP SYSTEMS AND DISASTER RECOVER (DR) SYSTEMS

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Upgrade Network Backup Software to include new features like orchestration of processes for performing and recovering from disasters.

Upgrade 2 of the server SANs. Hewlett Packard Enterprises announced the End of Support for those model SANs on October 2024.

Mile Posts: n/a Division: All County: ALL Asset Type: Information Technology

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 6: Improve Communications to Customers and Stakeholders) Improve</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Current recovery of network backups requires a lot of manual steps. There is a chance for error when doing all of the steps individually. Being able to automate those steps eliminates potential errors. Also, automating the steps will speed up the recover process and reduce the need to have an IT-Admin staff present.	<ol style="list-style-type: none"> <li>Condition of Asset..... Marginal</li> <li>System Impact..... High</li> </ol> <p>The server infrastructure hardware runs and impacts all users in Metroli</p>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
Not upgrading the backup software with the new modules will make recovery longer and introduce possible issues when having to fail over from our primary to secondary data center and fail back
Current Age: 5 Year(s) Standard Lifespan: 4 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$0			2026	\$93,250	\$93,250	\$93,250	\$93,250
ENVIRONMENTAL	\$0			2027	\$0	\$0	\$0	\$0
ROW ACQUISITION	\$0			2028	\$0	\$0	\$0	\$0
MATERIAL	\$300,000			2029	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$0							
BUS BRIDGES	\$0							
CLOSE OUT	\$0							
DBE/LABOR	\$4,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$14,000							
* SUPPORT STAFF	\$21,000							
* CONSULTANT	\$0							
CONTINGENCY	\$34,000							
<b>TOTAL</b>	<b>\$373,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

PEREZO PROJECT# 2852.00

## PROJECT : REHAB OF NETWORK INFRASTRUCTURE AND IMPROVE THE HEALTH AND STABILITY OF OUR SYSTEMS

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Immutable BackUp for the servers in the CoLo to make the setup in the CoLo the same as the setup a DOC as well as safeguarding Metrolink from possible Ransomware attacks. This will allow us to have immutable backups when our systems are running in the CoLo

Enhanced E-Mail protection thru Proof point. Ensures that legitimate e-mail is properly authenticating to mitigate the threat of malicious e-mail.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue
3. (Goal 6: Improve Communications to Customers and Stakeholders) Improve

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Our current setup in Primary and Secondary Data Center isn't the same. We don't have the ability to have immutable backups while operating our Data Center in our CoLo exposing to threats such as Ransomware. Having Immutable BackUp for the servers in the CoLo to make the setup in the CoLo the same as the setup a DOC as

1. Condition of Asset..... Marginal
  2. System Impact..... Average
- The server infrastructure hardware runs and impacts all users in Metroli

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
-------------------------------------------	--

Not performing these critical upgrades will expose the Metrolink infrastructure from outages from power failures, outages from system issues, faulty hardware and unsecure e-mail domains  
 Current Age: 6 Year(s) Standard Lifespan: 4 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
---------------	------------------

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$0		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$780,000		
CONSTRUCTION	\$0		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$0		
DBE/LABOR	\$6,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$28,000		
* SUPPORT STAFF	\$162,000		
* CONSULTANT	\$0		
CONTINGENCY	\$98,000		
<b>TOTAL</b>	<b>\$1,074,000</b>		

FY	Q1	Q2	Q3	Q4	
2025	\$0	\$0	\$0	\$0	\$0
2026	\$201,375	\$201,375	\$201,375	\$201,375	\$00
2027	\$67,125	\$67,125	\$67,125	\$67,125	\$00
2028	\$0	\$0	\$0	\$0	\$0
2029	\$0	\$0	\$0	\$0	\$0
2030	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

CONLEYD PROJECT# 2853.00

## PROJECT : SAN GABRIEL SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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San Gabriel Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
- Centralized train control systems
- Communication Back-haul systems

Mile Posts: 2.4 - 57.7

Division: San Gabriel County: LA / SB Asset Type: Communications

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only

1. Condition of Asset..... Marginal
2. System Impact..... Low

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
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The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.  
Current Age: 31 Year(s) Standard Lifespan: 15 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
---------------	------------------

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$60,000		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$125,000		
CONSTRUCTION	\$297,000		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$0		
DBE/LABOR	\$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$46,000		
* SUPPORT STAFF	\$18,000		
* CONSULTANT	\$0		
CONTINGENCY	\$34,000		
<b>TOTAL</b>	<b>\$585,000</b>		

FY	Q1	Q2	Q3	Q4	AL
2025	\$0	\$0	\$0	\$0	\$0
2026	\$43,875	\$43,875	\$43,875	\$43,875	\$00
2027	\$58,500	\$58,500	\$58,500	\$58,500	\$00
2028	\$43,875	\$43,875	\$43,875	\$43,875	\$00
2029	\$0	\$0	\$0	\$0	\$0
2030	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

CONLEYD PROJECT# 2856.00

## PROJECT : ORANGE SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Orange Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
- Centralized train control systems
- Communication Back-haul systems

Mile Posts: 165.06 - 207.36

Division: Orange County: OC Asset Type: Communications

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only</p>	<ol style="list-style-type: none"> <li>Condition of Asset..... Marginal</li> <li>System Impact..... Low</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
<p>The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.</p> <p>Current Age: 26 Year(s) Standard Lifespan: 15 Year(s)</p>

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$57,000			2026	\$41,175	\$41,175	\$41,175	\$41,175	\$0
ENVIRONMENTAL	\$0			2027	\$54,900	\$54,900	\$54,900	\$54,900	\$0
ROW ACQUISITION	\$0			2028	\$41,175	\$41,175	\$41,175	\$41,175	\$0
MATERIAL	\$120,000			2029	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$275,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$44,000								
* SUPPORT STAFF	\$16,000								
* CONSULTANT	\$0								
CONTINGENCY	\$32,000								
<b>TOTAL</b>	<b>\$549,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)





# PROJECT PROPOSAL

15.c

5

CONLEYD PROJECT# 2857.00

## PROJECT : VALLEY SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Valley Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
- Centralized train control systems
- Communication Back-haul systems

Mile Posts: 3.5 - 76.54

Division: Valley County: LA Asset Type: Communications

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>2. (Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only</p>	<ol style="list-style-type: none"> <li>1. Condition of Asset..... Marginal</li> <li>2. System Impact..... Low</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
<p>The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.</p> <p>Current Age: 31 Year(s) Standard Lifespan: 15 Year(s)</p>	

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	FY
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$35,000			2026	\$35,475	\$35,475	\$35,475	\$35,475	\$141,899
ENVIRONMENTAL	\$0			2027	\$47,300	\$47,300	\$47,300	\$47,300	\$188,900
ROW ACQUISITION	\$0			2028	\$35,475	\$35,475	\$35,475	\$35,475	\$141,899
MATERIAL	\$100,000			2029	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$255,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$35,000								
* SUPPORT STAFF	\$14,000								
* CONSULTANT	\$2,000								
CONTINGENCY	\$27,000								
<b>TOTAL</b>	<b>\$473,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

CONLEYD PROJECT# 2858.00

## PROJECT : VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (LA)

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
- Centralized train control systems
- Communication Back-haul systems

Mile Posts: 441.24 - 460.8

Division: Ventura - LA County County: LA Asset Type: Communicati

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only</p>	<ol style="list-style-type: none"> <li>Condition of Asset..... Marginal</li> <li>System Impact..... Low</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
<p>The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.</p> <p>Current Age: 24 Year(s) Standard Lifespan: 15 Year(s)</p>

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$59,000			2026	\$34,200	\$34,200	\$34,200	\$34,200	\$0
ENVIRONMENTAL	\$0			2027	\$45,600	\$45,600	\$45,600	\$45,600	\$0
ROW ACQUISITION	\$0			2028	\$34,200	\$34,200	\$34,200	\$34,200	\$0
MATERIAL	\$110,000			2029	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$200,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$42,000								
* SUPPORT STAFF	\$14,000								
* CONSULTANT	\$0								
CONTINGENCY	\$26,000								
<b>TOTAL</b>	<b>\$456,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

CONLEYD PROJECT# 2859.00

## PROJECT : RIVER SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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River Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
- Centralized train control systems
- Communication Back-haul systems

Mile Posts: 0.0 - 3.5

Division: River County: LA Asset Type: Communications

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only</p>	<ol style="list-style-type: none"> <li>Condition of Asset..... Marginal</li> <li>System Impact..... Low</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
<p>The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.</p> <p>Current Age: 28 Year(s) Standard Lifespan: 15 Year(s)</p>

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$10,000			2026	\$14,175	\$14,175	\$14,175	\$14,175
ENVIRONMENTAL	\$0			2027	\$18,900	\$18,900	\$18,900	\$18,900
ROW ACQUISITION	\$0			2028	\$14,175	\$14,175	\$14,175	\$14,175
MATERIAL	\$41,000			2029	\$0	\$0	\$0	\$0
CONSTRUCTION	\$80,000			2030	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$0							
BUS BRIDGES	\$0							
CLOSE OUT	\$0							
DBE/LABOR	\$5,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$23,000							
* SUPPORT STAFF	\$14,000							
* CONSULTANT	\$5,000							
CONTINGENCY	\$11,000							
<b>TOTAL</b>	<b>\$189,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

CONLEYD PROJECT# 2860.00

## PROJECT : RIVERSIDE LINE TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Riverside Line Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
  - Centralized train control systems
  - Communication Back-haul systems
- Mile Posts: 49.6 UP LA SUB - 61.6 UP LA SUB

Division: Riverside County: RV Asset Type: Communications

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only</p>	<ol style="list-style-type: none"> <li>Condition of Asset..... Marginal</li> <li>System Impact..... Low</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
<p>The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.</p> <p>Current Age: 28 Year(s) Standard Lifespan: 15 Year(s)</p>

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$35,000			2026	\$25,725	\$25,725	\$25,725	\$25,725	\$0
ENVIRONMENTAL	\$0			2027	\$34,300	\$34,300	\$34,300	\$34,300	\$0
ROW ACQUISITION	\$0			2028	\$25,725	\$25,725	\$25,725	\$25,725	\$0
MATERIAL	\$90,000			2029	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$140,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$28,000								
* SUPPORT STAFF	\$14,000								
* CONSULTANT	\$11,000								
CONTINGENCY	\$20,000								
<b>TOTAL</b>	<b>\$343,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

FERNANDEZK PROJECT# 2863.00

## PROJECT : FY25 SYSTEMWIDE TRACK REHABILITATION RAIL GRINDING/SURFACING

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog:  
 - Rail Grinding: ongoing systemwide program  
 - Surfacing Program to restore track profiles and cross sections

Mile Posts: n/a

Division: All County: ALL Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation is identified by the Metrolink Rehabilitation Plan (MRP) and aligns with the combined track & signals maintenance RFP scope and implementation. Rail Grinding and surfacing addresses "rolling contact fatigue" (RCF) resulting in rail life savings. This work also addresses noise concerns	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol> Project is necessary to for annual Rail Surfacing and Grinding work.

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 standards would require slow order with potential delay to passenger service Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$130,050	\$130,050	\$130,050	\$130,050	\$0
ROW ACQUISITION	\$0								
MATERIAL	\$30,000			2027	\$606,900	\$606,900	\$606,900	\$606,900	\$2,000
CONSTRUCTION	\$3,250,000			2028	\$130,050	\$130,050	\$130,050	\$130,050	\$0
SPECIAL RAIL EQUIP	\$0			2029	\$0	\$0	\$0	\$0	\$0
FLAGGING	\$0								
BUS BRIDGES	\$0			2030	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$8,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$18,000								
* SUPPORT STAFF	\$28,000								
* CONSULTANT	\$0								
CONTINGENCY	\$134,000								
<b>TOTAL</b>	<b>\$3,468,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

FERNANDEZK PROJECT# 2864.00

## PROJECT : FY25 SYSTEMWIDE TRACK REHABILITATION RAIL GRINDING/SURFACING BACKLOG

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

ADDITIONAL AMOUNT ADDRESSES BACKLOG. Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog:

- Rail Grinding: ongoing systemwide program
- Surfacing Program to restore track profiles and cross sections

Mile Posts: n/a

Division: All County: ALL Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

**RISKS CAUSING PROJECT DELAY**

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
----------------------	-------------------------------------

Track rehabilitation is identified by the Metrolink Rehabilitation Plan (MRP) and aligns with the combined track & signals maintenance RFP scope and implementation. Rail Grinding and surfacing addresses "rolling contact fatigue" (RCF) resulting in rail life savings. This work also addresses noise concerns

1. Condition of Asset..... Worn
  2. System Impact..... High
- Project is necessary to for annual Rail Surfacing and Grinding work.

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
-------------------------------------------	--

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 standards would require slow order with potential delay to passenger service  
 Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
---------------	------------------

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$0		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$50,000		
CONSTRUCTION	\$1,000,000		
SPECIAL RAIL EQUIP	\$75,000		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$0		
DBE/LABOR	\$8,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$70,000		
* SUPPORT STAFF	\$35,000		
* CONSULTANT	\$622,000		
CONTINGENCY	\$93,000		
<b>TOTAL</b>	<b>\$1,953,000</b>		

	FY	Q1	Q2	Q3	Q4	
2025		\$0	\$0	\$0	\$0	\$0
2026		\$73,238	\$73,238	\$73,238	\$73,236	\$ 50
2027		\$341,775	\$341,775	\$341,775	\$341,775	\$1, 00
2028		\$73,238	\$73,238	\$73,238	\$73,236	\$ 50
2029		\$0	\$0	\$0	\$0	\$0
2030		\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

ZAVALAL PROJECT# 2903.00

## PROJECT : SOGR\_FY25\_VENTURA (VN)\_SIGNAL

<b>SCOPE</b>	<b>TYPE: REHAB  </b>
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Upgrade Signal Crossings at  
 1) Avenida Colonia Place  
 2) Erringer Rd  
 3) 1st Street

Mile Posts: 428.35 - 433.27

Division: Ventura - VC County County: VN Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	1. Condition of Asset..... Worn 2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
Location may fail which will cause train delays and possible safety issues.
Current Age: 32 Year(s) Standard Lifespan: 20 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$270,000			2026	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000
ENVIRONMENTAL	\$0			2027	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
ROW ACQUISITION	\$81,000			2028	\$247,500	\$247,500	\$247,500	\$247,500	\$987,000
MATERIAL	\$783,000			2029	\$210,000	\$210,000	\$210,000	\$210,000	\$840,000
CONSTRUCTION	\$918,000			2030	\$82,500	\$82,500	\$82,500	\$82,500	\$329,250
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$135,000								
CLOSE OUT	\$54,000								
DBE/LABOR	\$27,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$270,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$164,000								
CONTINGENCY	\$298,000								
<b>TOTAL</b>	<b>\$3,000,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALLAL PROJECT# 2906.00

**PROJECT : SOGR\_FY25\_VALLEY\_SIGNAL**

**SCOPE** TYPE: REHAB |

Upgrade Control Points incl. Switches and Cables at  
 CP Kocian  
 CP Harold  
 CP Sierra

Mile Posts: 22.63 - 76.2

Division: Valley County: LA Asset Type: Train Control

**OBJECTIVES** RISKS CAUSING PROJECT DELAY

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

**JUSTIFICATION** RANKING // PROJECT READINESS

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.

1. Condition of Asset..... Worn
2. System Impact..... High

**RISK CREATED BY NON-IMPLEMENTATION**

Location may fail which will cause train delays and possible safety issues.

Current Age: 32 Year(s) Standard Lifespan: 20 Year(s)

**BUDGET** CASH FLOW

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN			
ENVIRONMENTAL			
ROW ACQUISITION			
MATERIAL			
CONSTRUCTION			
SPECIAL RAIL EQUIP			
FLAGGING			
BUS BRIDGES			
CLOSE OUT			
DBE/LABOR			
PROJECT MANAGEMENT			
* P.M STAFF			
* SUPPORT STAFF			
* CONSULTANT			
CONTINGENCY			
<b>TOTAL</b>	<b>\$2,640,750</b>		

FY	Q1	Q2	Q3	Q4
2025	\$0	\$0	\$0	\$0
2026				
2027				
2028				
2029				
2030				

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)





# PROJECT PROPOSAL

15.c

ZAVALAL PROJECT# 2907.00

## PROJECT : SOGR\_FY25\_SAN GABRIEL\_SIGNAL

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Upgrade Control Point incl. House and Signals at CP Archibald

Upgrade Signal Crossings at Lark Allen Ave  
Mile Posts: 16.9 - 49.69

Division: San Gabriel County: SB Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 4: Retain and Grow Ridership) Improve service reliability  
 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair  
 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost  
 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

1. Condition of Asset..... Worn  
 2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

Location may fail which will cause train delays and possible safety issues.

Current Age: 32 Year(s) Standard Lifespan: 20 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
---------------	------------------

	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$836,000			2026	\$185,700	\$185,700	\$185,700	\$185,700	\$719,400
ENVIRONMENTAL	\$0			2027	\$464,250	\$464,250	\$464,250	\$464,250	\$1,857,000
ROW ACQUISITION	\$251,000			2028	\$766,012	\$766,012	\$766,012	\$766,014	\$3,074,050
MATERIAL	\$2,423,000			2029	\$649,950	\$649,950	\$649,950	\$649,950	\$2,599,750
CONSTRUCTION	\$2,841,000			2030	\$255,338	\$255,338	\$255,338	\$255,336	\$1,011,370
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$418,000								
CLOSE OUT	\$167,000								
DBE/LABOR	\$84,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$836,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$508,000								
CONTINGENCY	\$921,000								
<b>TOTAL</b>	<b>\$9,285,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALLAL PROJECT# 2908.00

## PROJECT : SOGR\_FY25\_ORANGE\_SIGNAL

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Upgrade Control Point incl. House and Signals at  
 CP Bake  
 CP El Toro

Upgrade Signal Crossings at  
 Mile Posts: 167.44 - 196.72

Division: Orange County: OC Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
Location may fail which will cause train delays and possible safety issues.
Current Age: 30 Year(s) Standard Lifespan: 20 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$721,000			2026	\$160,160	\$160,160	\$160,160	\$160,160	\$640,640
ENVIRONMENTAL	\$0			2027	\$400,400	\$400,400	\$400,400	\$400,400	\$1,601,600
ROW ACQUISITION	\$216,000			2028	\$660,660	\$660,660	\$660,660	\$660,660	\$2,642,640
MATERIAL	\$2,090,000			2029	\$560,560	\$560,560	\$560,560	\$560,560	\$2,241,680
CONSTRUCTION	\$2,450,000			2030	\$220,220	\$220,220	\$220,220	\$220,220	\$880,880
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$360,000								
CLOSE OUT	\$144,000								
DBE/LABOR	\$72,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$721,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$440,000								
CONTINGENCY	\$794,000								
<b>TOTAL</b>	<b>\$8,008,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

ZAVALLAL PROJECT# 2909.00

## PROJECT : SOGR\_FY25\_RIVER\_SIGNAL

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Upgrade Control Point incl. House and Signals at  
 1) CP West Diamond  
 2) CP East Diamond

Mile Posts: 0.8 - 482.1

Division: River County: ALL Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	1. Condition of Asset..... Worn 2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
Location may fail which will cause train delays and possible safety issues.
Current Age: 32 Year(s) Standard Lifespan: 30 Year(s)

BUDGET			
	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$340,000		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$102,000		
MATERIAL	\$987,000		
CONSTRUCTION	\$1,157,000		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$170,000		
CLOSE OUT	\$68,000		
DBE/LABOR	\$34,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$340,000		
* SUPPORT STAFF	\$0		
* CONSULTANT	\$207,000		
CONTINGENCY	\$375,000		
<b>TOTAL</b>	<b>\$3,780,000</b>		

CASH FLOW					
FY	Q1	Q2	Q3	Q4	TOTAL
2025	\$0	\$0	\$0	\$0	\$0
2026	\$75,600	\$75,600	\$75,600	\$75,600	\$302,400
2027	\$189,000	\$189,000	\$189,000	\$189,000	\$766,000
2028	\$311,850	\$311,850	\$311,850	\$311,850	\$1,256,550
2029	\$264,600	\$264,600	\$264,600	\$264,600	\$1,060,400
2030	\$103,950	\$103,950	\$103,950	\$103,950	\$415,800

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 25%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALLAL PROJECT# 2911.00

## PROJECT : SOGR\_FY25\_PERRIS VALLEY\_SIGNAL

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Replace EGMS at  
 1) E. Citrus Street/65.46,  
 2) Spruce Street/66.74,  
 3) W. Blaine Street/67.38,  
 4) San Jacinto Avenue/82.90,  
 Mile Posts: 65.00 - 85.40

Division: San Jacinto (PVL) County: RV Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	1. Condition of Asset..... Worn 2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
Location may fail which will cause train delays and possible safety issues.
Current Age: 26 Year(s) Standard Lifespan: 30 Year(s)

BUDGET			
	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$153,000		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$46,000		
MATERIAL	\$444,000		
CONSTRUCTION	\$521,000		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$77,000		
CLOSE OUT	\$31,000		
DBE/LABOR	\$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$153,000		
* SUPPORT STAFF	\$0		
* CONSULTANT	\$92,000		
CONTINGENCY	\$169,000		
<b>TOTAL</b>	<b>\$1,701,000</b>		

CASH FLOW					
FY	Q1	Q2	Q3	Q4	TOTAL
2025	\$0	\$0	\$0	\$0	\$0
2026	\$34,020	\$34,020	\$34,020	\$34,020	\$136,080
2027	\$85,050	\$85,050	\$85,050	\$85,050	\$340,200
2028	\$140,332	\$140,332	\$140,332	\$140,334	\$561,330
2029	\$119,070	\$119,070	\$119,070	\$119,070	\$476,280
2030	\$46,778	\$46,778	\$46,778	\$46,776	\$187,110

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

SHAHIDS PROJECT# 2914.00

## PROJECT : PROJECT MANAGEMENT INFORMATION SYSTEM SUPPORT

<b>SCOPE</b>	<b>TYPE: REHAB   NON-</b>
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This includes oversight and support for the Project Management Information System during implementation phase.

Mile Posts: n/a

Division: All County: ALL Asset Type: Business Systems

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 7: Improve Organizational Efficiency) Clearly define staff roles and
2. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce
3. (Goal 6: Improve Communications to Customers and Stakeholders) Improve

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Proper Oversight is needed for the project to make sure all the requirements are met

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
-------------------------------------------	--

Risk involved in non-implementation is that the project might result in a system which is not fully aligned with Metrolink needs.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
---------------	------------------

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$25,000		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$300,000		
CONSTRUCTION	\$0		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$5,000		
DBE/LABOR	\$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$164,000		
* SUPPORT STAFF	\$105,000		
* CONSULTANT	\$250,000		
CONTINGENCY	\$86,000		
<b>TOTAL</b>	<b>\$945,000</b>		

FY	Q1	Q2	Q3	Q4	AL
2025	\$0	\$0	\$0	\$47,250	50
2026	\$47,250	\$47,250	\$47,250	\$47,250	\$ 00
2027	\$82,688	\$82,688	\$82,688	\$82,686	\$ 50
2028	\$70,875	\$70,875	\$70,875	\$70,875	\$ 00
2029	\$23,625	\$23,625	\$23,625	\$23,625	00
2030	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALAL PROJECT# 2917.00

## PROJECT : SOGR\_FY25\_PERRIS VALLEY\_STRUCTURES\_CONSTRUCTION\_DEFERRED FROM FY23 BUDGET PROCE

<b>SCOPE</b>	<b>TYPE: REHAB  </b>
--------------	----------------------

Additional funding is needed for the Citrus Retaining Wall & Box Springs Drainage rehabilitation to complete construction. The rehabilitation will consist of impr drainage structures on the PVL Subdivision along the CP Citrus and Box Springs area. The current project cost at the 30% design level is \$34.M.

Construction funds from prior years were an estimated cost for construction at that time. The current estimate was updated to reflect industry trends. Currently progressing on to 60% design. The Construction will be performed in 3 IFB phases as funding is identified.

Mile Posts: 65 - 85.4

Division: San Jacinto (PVL) County: RV Asset Type: Structures

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
-------------------------------------------	--

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
---------------	------------------

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$0		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$1,840,000		
CONSTRUCTION	\$2,150,000		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$615,000		
BUS BRIDGES	\$0		
CLOSE OUT	\$2,000		
DBE/LABOR	\$8,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$615,000		
* SUPPORT STAFF	\$0		
* CONSULTANT	\$629,000		
CONTINGENCY	\$293,000		
<b>TOTAL</b>	<b>\$6,152,000</b>		

FY	Q1	Q2	Q3	Q4	
2025	\$0	\$0	\$0	\$0	\$0
2026	\$230,700	\$230,700	\$230,700	\$230,700	\$00
2027	\$1,153,500	\$1,153,500	\$1,153,500	\$1,153,500	\$4,000
2028	\$153,800	\$153,800	\$153,800	\$153,800	\$00
2029	\$0	\$0	\$0	\$0	\$0
2030	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

ZAVALAL PROJECT# 2918.00

## PROJECT : SOGR\_FY25\_SYSTEMWIDE\_STRUCTURES\_MAINTENANCE & CREW BRIDGE INSPECTOR

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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The MRP 2.0 update identified the need to have an additional Structures Maintenance Crew to address Maintenance Work Orders, and also have an additional Bridge Inspector to augment existing staff. Currently, only 2 Bridge Inspectors are covering over 1000 Structures on Metrolink property.

Mile Posts: N/A

Division: All County: ALL Asset Type: Structures

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$0							
ENVIRONMENTAL	\$0			2026	\$472,500	\$472,500	\$472,500	\$472,500
ROW ACQUISITION	\$0							
MATERIAL	\$0			2027	\$0	\$0	\$0	\$0
CONSTRUCTION	\$1,500,000			2028	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0			2029	\$0	\$0	\$0	\$0
FLAGGING	\$0			2030	\$0	\$0	\$0	\$0
BUS BRIDGES	\$0							
CLOSE OUT	\$6,000							
DBE/LABOR	\$25,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$189,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$30,000							
CONTINGENCY	\$140,000							
<b>TOTAL</b>	<b>\$1,890,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

ZAVALAL PROJECT# 2922.00

## PROJECT : SOGR\_FY25\_SAN GABRIEL\_STRUCTURES\_CONSTRUCTION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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San Gabriel Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure:

- Bridges
- Culverts
- Tunnels

Specific work will include:

Mile Posts: 1.08 - 56.52

Division: San Gabriel County: SB Asset Type: Structures

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

--

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0			2026	\$42,525	\$42,525	\$42,525	\$42,525	\$0
ENVIRONMENTAL	\$0			2027	\$127,575	\$127,575	\$127,575	\$127,575	\$0
ROW ACQUISITION	\$0			2028	\$85,050	\$85,050	\$85,050	\$85,050	\$0
MATERIAL	\$340,000			2029	\$28,350	\$28,350	\$28,350	\$28,350	\$0
CONSTRUCTION	\$397,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$113,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$5,000								
DBE/LABOR	\$12,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$113,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$100,000								
CONTINGENCY	\$54,000								
<b>TOTAL</b>	<b>\$1,134,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)





# PROJECT PROPOSAL

15.c

ZAVALLAL PROJECT# 2926.00

## PROJECT : SOGR\_FY25\_ORANGE\_STRUCTURES\_CONSTRUCTION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

- Bridges
- Culverts
- Tunnels

Specific work will include:

Mile Posts: 165.08 - 207.4

Division: Orange County: OC Asset Type: Structures

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

--

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0			2026	\$69,900	\$69,900	\$69,900	\$69,900	\$0
ENVIRONMENTAL	\$0			2027	\$209,700	\$209,700	\$209,700	\$209,700	\$0
ROW ACQUISITION	\$0			2028	\$139,800	\$139,800	\$139,800	\$139,800	\$0
MATERIAL	\$550,000			2029	\$46,600	\$46,600	\$46,600	\$46,600	\$0
CONSTRUCTION	\$650,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$186,000								
BUS BRIDGES	\$0								
CLOSE OUT	\$2,000								
DBE/LABOR	\$9,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$186,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$192,000								
CONTINGENCY	\$89,000								
<b>TOTAL</b>	<b>\$1,864,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALAL PROJECT# 2927.00

## PROJECT : SOGR\_FY25\_VENTURA (VN)\_STRUCTURES\_DESIGN

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Ventura Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:  
 - Bridges  
 - Culverts  
 - Tunnels  
 Specific work will include:  
 Mile Posts: 426.4 - 441.24

Division: Ventura - VC County    County: VN    Asset Type: Structures

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 124 Year(s)    Standard Lifespan: 0 Year(s)

BUDGET			
	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$350,000		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$0		
CONSTRUCTION	\$0		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$3,000		
DBE/LABOR	\$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$47,000		
* SUPPORT STAFF	\$0		
* CONSULTANT	\$20,000		
CONTINGENCY	\$43,000		
<b>TOTAL</b>	<b>\$473,000</b>		

CASH FLOW					
FY	Q1	Q2	Q3	Q4	TOTAL
2025	\$0	\$0	\$0	\$0	\$0
2026	\$11,825	\$11,825	\$11,825	\$11,825	\$47,300
2027	\$41,388	\$41,388	\$41,388	\$41,386	\$165,550
2028	\$41,388	\$41,388	\$41,388	\$41,386	\$165,550
2029	\$23,650	\$23,650	\$23,650	\$23,650	\$94,600
2030	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

ZAVALLAL PROJECT# 2928.00

## PROJECT : SOGR\_FY25\_RIVER\_STRUCTURES\_DESIGN\_DRAINAGE IMPROVEMENT

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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\*Design Only\* River Sub Drainage Improvement addresses the need for a hydrology and hydraulics study and design for a drainage system that can help mitigate severe erosion and flooding in this area, near Bridge MP 3.34

Mile Posts: 3.34 - 3.34

Division: River County: ALL Asset Type: Structures

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

**RISKS CAUSING PROJECT DELAY**

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
----------------------	-------------------------------------

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
-------------------------------------------	--

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
---------------	------------------

	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$650,000		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$0		
CONSTRUCTION	\$0		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$6,000		
DBE/LABOR	\$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$85,000		
* SUPPORT STAFF	\$0		
* CONSULTANT	\$22,000		
CONTINGENCY	\$78,000		
<b>TOTAL</b>	<b>\$851,000</b>		

FY	Q1	Q2	Q3	Q4	
2025	\$0	\$0	\$0	\$0	\$0
2026	\$21,275	\$21,275	\$21,275	\$21,275	00
2027	\$74,462	\$74,462	\$74,462	\$74,464	\$ 50
2028	\$74,462	\$74,462	\$74,462	\$74,464	\$ 50
2029	\$42,550	\$42,550	\$42,550	\$42,550	\$ 00
2030	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

ZAVALAL PROJECT# 2930.00

## PROJECT : SOGR\_FY25\_VENTURA (VN)\_TRACK

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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TIES:  
4,000 Wood Ties - MT: MP 429.0-430.0 and MP 432.0-433.0; Siding: MP 426.0-427.0  
BALLAST:  
Ballast to support projects listed.  
  
Mile Posts: 426.00 - 433.00

Division: Ventura - VC County County: VN Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$54,250	\$54,250	\$54,250	\$54,250	\$0
ROW ACQUISITION	\$0								
MATERIAL	\$378,000			2027	\$189,875	\$189,875	\$189,875	\$189,875	\$0
CONSTRUCTION	\$1,172,000								
SPECIAL RAIL EQUIP	\$0			2028	\$189,875	\$189,875	\$189,875	\$189,875	\$0
FLAGGING	\$0								
BUS BRIDGES	\$45,000			2029	\$108,500	\$108,500	\$108,500	\$108,500	\$0
CLOSE OUT	\$23,000								
DBE/LABOR	\$12,000			2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$234,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$145,000								
CONTINGENCY	\$161,000								
<b>TOTAL</b>	<b>\$2,170,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALAL PROJECT# 2934.00

## PROJECT : SOGR\_FY25\_VALLEY\_TRACK

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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TIES:  
 7,000 Wood Tie Replacement: MT 37-38, 40-42, 51-52, 62-63, 65-67  
 Concrete tie upgrade: MT-MP 64.33-65.33 (3000 TF)  
 GRADE CROSSING:  
 MP 32.35 - Drayton St. (80 TF), MP 56.16 Crown Valley Rd. (50 TF)  
 Mile Posts: 3.67 - 76.63

Division: Valley County: LA Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$0							
ENVIRONMENTAL	\$0			2026				
ROW ACQUISITION								
MATERIAL				2027				
CONSTRUCTION								
SPECIAL RAIL EQUIP				2028				
FLAGGING								
BUS BRIDGES				2029				
CLOSE OUT								
DBE/LABOR				2030	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT								
* P.M STAFF								
* SUPPORT STAFF								
* CONSULTANT								
CONTINGENCY								
<b>TOTAL</b>	<b>\$4,725,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALAL PROJECT# 2936.00

## PROJECT : SOGR\_FY25\_SAN GABRIEL\_TRACK

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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**RAIL:**  
 Replace Curve 2.17-1 South Rail (MT-MP 2.18-2.48, 1590 LF); Curve 4.44-1 North Rail (MT-MP 4.44-4.62, 960 LF and two 136/119 transition rails); Curve 19.1 North Rail (MT-MP 19.25-19.58, 1750 LF); Tangent South Rail (MT-MP 29.85-29.96, 690 LF); Tangent North/South Rail (MT-MP 38.61-38.73, 1280 LF and two 136/119 transition rails); Replace Curve 55.49-1 South Rail (MT-MP 55.5-55.58, 430 LF); Replace Curve 55.62-1 North Rail (MT-MP 55.61-55.79 MT, 960 LF) Replace Curve 55.87-1 South Rail (MT-MP 55.88-56.0, 640 LF); Upgrade 119# to 136 # North/South Rail MP 3.73-4.43 (2400 LF)  
 Mile Posts: 1.08 - 57.66  
 Division: San Gabriel County: SB Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$138,300	\$138,300	\$138,300	\$138,300	\$552,900
ROW ACQUISITION	\$0								
MATERIAL	\$1,084,000			2027	\$484,050	\$484,050	\$484,050	\$484,050	\$1,936,200
CONSTRUCTION	\$2,955,000								
SPECIAL RAIL EQUIP	\$0			2028	\$484,050	\$484,050	\$484,050	\$484,050	\$1,936,200
FLAGGING	\$0								
BUS BRIDGES	\$45,000			2029	\$276,600	\$276,600	\$276,600	\$276,600	\$1,135,800
CLOSE OUT	\$59,000								
DBE/LABOR	\$30,000			2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$591,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$311,000								
CONTINGENCY	\$457,000								
<b>TOTAL</b>	<b>\$5,532,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALAL PROJECT# 2938.00

## PROJECT : SOGR\_FY25\_ORANGE\_TRACK

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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RAIL:  
 Replace Curve 175.84-2 North/South Rail (MT2-MP 175.89-176.17, 2960 LF); Curve 197.87-1 North Rail South (MT-MP 197.85-197.97, 640 LF); Curve 199.92 South Rail (MT-MP 199.92-200.23, 1640 LF);  
 GRADE CROSSING:  
 MP 167.07 E. La Palma Ave. (240 TF), MP 172.21 S. State College Blvd. (270 TF)  
 Mile Posts: 165.08 - 207.40

Division: Orange County: OC Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$0							
ENVIRONMENTAL	\$0			2026	\$163,850	\$163,850	\$163,850	\$163,850
ROW ACQUISITION	\$0							
MATERIAL	\$1,398,000			2027	\$573,475	\$573,475	\$573,475	\$573,475
CONSTRUCTION	\$3,431,000							
SPECIAL RAIL EQUIP	\$0			2028	\$573,475	\$573,475	\$573,475	\$573,475
FLAGGING	\$0							
BUS BRIDGES	\$43,000			2029	\$327,700	\$327,700	\$327,700	\$327,700
CLOSE OUT	\$69,000							
DBE/LABOR	\$34,000			2030	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT								
* P.M STAFF	\$686,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$351,000							
CONTINGENCY	\$542,000							
<b>TOTAL</b>	<b>\$6,554,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

ZAVALLAL PROJECT# 2940.00

## PROJECT : SOGR\_FY25\_RIVER\_TRACK

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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**RAIL:**  
 River Curve 1.19-3 South Rail (MT3-MP 1.18-1.29, 580 LF); River WB Curve 143.03-4 South Rail (MT4-MP 143.03-143.39, 1900 LF); River EB Curve 482.41-2 Curve 482.61-2, and Curve 482.62-2 North Rail (MT2-MP 482.31-482.63, 1690 LF)  
**GRADE CROSSING:**  
 MP 1.18 N. Main St. (200 TF), MP 481.69 N. Main St./Albion St. (160 TF)  
 Mile Posts: 1.18 - 482.62

Division: River County: ALL Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$0							
ENVIRONMENTAL	\$0			2026	\$79,125	\$79,125	\$79,125	\$79,125
ROW ACQUISITION	\$0							
MATERIAL	\$485,000			2027	\$276,938	\$276,938	\$276,938	\$276,936
CONSTRUCTION	\$1,768,000							
SPECIAL RAIL EQUIP	\$0			2028	\$276,938	\$276,938	\$276,938	\$276,936
FLAGGING	\$0							
BUS BRIDGES	\$45,000			2029	\$158,250	\$158,250	\$158,250	\$158,250
CLOSE OUT	\$35,000							
DBE/LABOR	\$18,000			2030	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT								
* P.M STAFF	\$354,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$198,000							
CONTINGENCY	\$262,000							
<b>TOTAL</b>	<b>\$3,165,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)





# PROJECT PROPOSAL

15.c

5

ZAVALLAL PROJECT# 2942.00

## PROJECT : SOGR\_FY25\_PERRIS VALLEY\_TRACK

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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GRADE CROSSING:  
 MP 65.13 Villa St. (20 TF), MP 85.89 Mapes Rd. (40 TF), and MP 86.79 Watson Rd. (70 TF) (All Non-ML crossings)  
 BALLAST/SURFACING:  
 Ballast to support projects listed

Mile Posts: 65.13 - 86.79

Division: San Jacinto (PVL) County: RV Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$0							
ENVIRONMENTAL	\$0			2026	\$19,500	\$19,500	\$19,500	\$19,500
ROW ACQUISITION	\$0							
MATERIAL	\$106,000			2027	\$68,250	\$68,250	\$68,250	\$68,250
CONSTRUCTION	\$452,000			2028	\$68,250	\$68,250	\$68,250	\$68,250
SPECIAL RAIL EQUIP	\$0			2029	\$39,000	\$39,000	\$39,000	\$39,000
FLAGGING	\$0							
BUS BRIDGES	\$0			2030	\$0	\$0	\$0	\$0
CLOSE OUT	\$9,000							
DBE/LABOR	\$5,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$90,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$53,000							
CONTINGENCY	\$65,000							
<b>TOTAL</b>	<b>\$780,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

ZAVALAL PROJECT# 2943.00

## PROJECT : SOGR\_FY25\_SYSTEMWIDE\_TRACK MEASUREMENT

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Track Measurement systems:  
Tie Scans, GPR, Ballast scanning, MRP Updates  
Slopes and Embankments study - Recommended by MRP Consultant

Mile Posts: n/a

Division: All County: ALL Asset Type: Track

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRRA staff and industry standards.	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$2,300,000			2026	\$70,875	\$70,875	\$70,875	\$70,875	\$284,000
ENVIRONMENTAL	\$0			2027	\$248,062	\$248,062	\$248,062	\$248,064	\$992,050
ROW ACQUISITION	\$0			2028	\$248,062	\$248,062	\$248,062	\$248,064	\$992,050
MATERIAL	\$0			2029	\$141,750	\$141,750	\$141,750	\$141,750	\$567,000
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$10,000								
DBE/LABOR	\$40,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$284,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$40,000								
CONTINGENCY	\$161,000								
<b>TOTAL</b>	<b>\$2,835,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2945.00

## PROJECT : LAUS MAIN WATERLINE REPLACEMENT

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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•The current piping is old, galvanized waterline with several leaking and rusted sections.

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

<b>RISKS CAUSING PROJECT DELAY</b>

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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LAUS Main waterline is rusted and need corrective action this project is priority. Pipe supplies water to SCRRRA PTC simulation building and SCRRRA Beachpt building.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$11,650
DESIGN	\$15,000			2026	\$11,650	\$11,650	\$11,650	\$11,650
ENVIRONMENTAL	\$0			2027	\$20,388	\$20,388	\$20,388	\$20,386
ROW ACQUISITION	\$0			2028	\$17,475	\$17,475	\$17,475	\$17,475
MATERIAL	\$0			2029	\$5,825	\$5,825	\$5,825	\$5,825
CONSTRUCTION	\$155,000			2030	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$0							
BUS BRIDGES	\$0							
CLOSE OUT	\$1,000							
DBE/LABOR	\$5,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$20,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$15,000							
CONTINGENCY	\$22,000							
<b>TOTAL</b>	<b>\$233,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

5

SHAHIDS PROJECT# 2946.00

## PROJECT : CMF HVAC REPLACEMENT

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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• Replace HVAC units in CMF

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Reduce employee turnover
2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

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<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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HVAC periodically fails in performance.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$21,300
DESIGN	\$13,000			2026	\$21,300	\$21,300	\$21,300	\$21,300
ENVIRONMENTAL	\$0			2027	\$37,275	\$37,275	\$37,275	\$37,275
ROW ACQUISITION	\$0			2028	\$31,950	\$31,950	\$31,950	\$31,950
MATERIAL	\$0			2029	\$10,650	\$10,650	\$10,650	\$10,650
CONSTRUCTION	\$330,000			2030	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$0							
BUS BRIDGES	\$0							
CLOSE OUT	\$1,000							
DBE/LABOR	\$5,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$28,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$10,000							
CONTINGENCY	\$39,000							
<b>TOTAL</b>	<b>\$426,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2947.00

## PROJECT : SCADA SYSTEM INSTALLATION & MCC UPGRADE

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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Scope Part 1  
 SCADA Remote Control System:  
 This system shall remote control and failure prediction of the following equipment, system & sub-system  
 1. Tanks/Silos  
 at CMF to control three oil tanks , two DEF tanks , two Sand Silos & two antifreeze tanks .  
 Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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- (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

<b>RISKS CAUSING PROJECT DELAY</b>
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<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Manual functionality is available. Remote control and diagnostic is an option.

- Condition of Asset..... Worn
- System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$16,600
DESIGN	\$13,000			2026	\$16,600	\$16,600	\$16,600	\$16,600
ENVIRONMENTAL	\$0			2027	\$29,050	\$29,050	\$29,050	\$29,050
ROW ACQUISITION	\$0			2028	\$24,900	\$24,900	\$24,900	\$24,900
MATERIAL	\$0			2029	\$8,300	\$8,300	\$8,300	\$8,300
CONSTRUCTION	\$250,000			2030	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$0							
BUS BRIDGES	\$0							
CLOSE OUT	\$5,000							
DBE/LABOR	\$6,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$21,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$6,000							
CONTINGENCY	\$31,000							
<b>TOTAL</b>	<b>\$332,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2949.00

## PROJECT : LDVR & CAMERA REPLACEMENT

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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- Remaining Rotem cab car,
- All 15 MP36 and
- All 40 F125.
- New CFR compliance related.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

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<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Part is obsolete. Continuous funding is required to complete the project for all targeting rolling stocks. New CFR requirement will be in place.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

Impact to locomotive and cab car availability due to no parts available.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

<b>BUDGET</b>	<b>CASH FLOW</b>
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	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$0		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$1,570,000		
CONSTRUCTION	\$0		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$3,000		
DBE/LABOR	\$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$158,000		
* SUPPORT STAFF	\$0		
* CONSULTANT	\$128,000		
CONTINGENCY	\$187,000		
<b>TOTAL</b>	<b>\$2,051,000</b>		

FY	Q1	Q2	Q3	Q4	
2025	\$0	\$0	\$0	\$102,550	\$ 50
2026	\$102,550	\$102,550	\$102,550	\$102,550	\$ 00
2027	\$179,462	\$179,462	\$179,462	\$179,464	\$ 50
2028	\$153,825	\$153,825	\$153,825	\$153,825	\$ 00
2029	\$51,275	\$51,275	\$51,275	\$51,275	\$ 00
2030	\$0	\$0	\$0	\$0	\$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2950.00

## PROJECT : OUT-OF-SERVICE CAR REPAIR PROJECT

<b>SCOPE</b>	<b>TYPE: REHAB</b>
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•Repair Out of Service Cars to rehabilitate

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

<b>RISKS CAUSING PROJECT DELAY</b>
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<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Increase Car availability to support upcoming demand of Metrolink revenue service.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

Impact to any effort to increase service capacity in the future.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW						
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4		
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$181,950	\$	50
DESIGN	\$10,000			2026	\$181,950	\$181,950	\$181,950	\$181,950	\$	00
ENVIRONMENTAL	\$0			2027	\$318,412	\$318,412	\$318,412	\$318,414	\$1,	50
ROW ACQUISITION	\$0			2028	\$272,925	\$272,925	\$272,925	\$272,925	\$1,	00
MATERIAL	\$2,700,000			2029	\$90,975	\$90,975	\$90,975	\$90,975	\$	00
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	\$	00
SPECIAL RAIL EQUIP	\$0									
FLAGGING	\$0									
BUS BRIDGES	\$0									
CLOSE OUT	\$5,000									
DBE/LABOR	\$15,000									
PROJECT MANAGEMENT										
* P.M STAFF	\$228,000									
* SUPPORT STAFF	\$0									
* CONSULTANT	\$350,000									
CONTINGENCY	\$331,000									
<b>TOTAL</b>	<b>\$3,639,000</b>									

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2951.00

## PROJECT : ROTEM HVAC OVERHAUL/REBUILD

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

- Both HVAC units and control panels.
- Life cycle increase.
- Remove systemic issue

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

--

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
----------------------	-------------------------------------

Systemic design issue in OEM HVAC Unit - high maintenance cost and impact to customer convenience and safety. Continue the remaining HVAC units with the ongoing project.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

Impact to car availability due to no spare HVAC units. Increase in maintenance cost to procure parts that are obsolete.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	AL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$105,850	\$500
DESIGN	\$0			2026	\$105,850	\$105,850	\$105,850	\$105,850	\$000
ENVIRONMENTAL	\$0			2027	\$185,238	\$185,238	\$185,238	\$185,236	\$500
ROW ACQUISITION	\$0			2028	\$158,775	\$158,775	\$158,775	\$158,775	\$000
MATERIAL	\$1,630,000			2029	\$52,925	\$52,925	\$52,925	\$52,925	\$000
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	\$000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$2,000								
DBE/LABOR	\$8,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$123,000								
* SUPPORT STAFF	\$11,000								
* CONSULTANT	\$150,000								
CONTINGENCY	\$193,000								
<b>TOTAL</b>	<b>\$2,117,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)





# PROJECT PROPOSAL

15.c

5

SHAHIDS PROJECT# 2953.00

## PROJECT : BOMBARDIER RAILCAR REBUILD

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

- Increase lifecycle.
- Refurbish remaining Bombardier cars
- Safety and convenience improvement.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>2. (Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>30 years degraded conditions.          Multiple OEM parts that are obsolete.          FTA recommended life-cycle extension program.</p>	<ol style="list-style-type: none"> <li>1. Condition of Asset..... Worn</li> <li>2. System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
<p>Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.</p> <p>Current Age: 30 Year(s) Standard Lifespan: 0 Year(s)</p>

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$1,323,000	\$1,000,000
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$1,323,000	\$1,323,000	\$1,323,000	\$1,323,000	\$5,000,000
ROW ACQUISITION	\$0								
MATERIAL	\$22,300,000			2027	\$2,315,250	\$2,315,250	\$2,315,250	\$2,315,250	\$9,000,000
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2028	\$1,984,500	\$1,984,500	\$1,984,500	\$1,984,500	\$7,000,000
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$661,500	\$661,500	\$661,500	\$661,500	\$2,000,000
CLOSE OUT	\$12,000								
DBE/LABOR	\$42,000			2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$350,000								
* SUPPORT STAFF	\$350,000								
* CONSULTANT	\$1,000,000								
CONTINGENCY	\$2,406,000								
<b>TOTAL</b>	<b>\$26,460,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2954.00

## PROJECT : HYUNDAI-ROTEM RAILCAR OVERHAUL

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

- Toilet
  - Door
  - LED
  - Truck
  - Exterior Scheme
- Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>Remove multiple systemic issues in OEM.          15 years of mid-life overhaul program.          Improvement in safety system.</p>	<ol style="list-style-type: none"> <li>Condition of Asset..... Worn</li> <li>System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
<p>Impact to Rotem car availability due to increase in unscheduled maintenance. Cost increase in maintenance due to high consumption of parts required for the unscheduled maintenance.          Current Age: 124 Year(s) Standard Lifespan: 15 Year(s)</p>

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$1,181,250	\$1,181,250
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$1,181,250	\$1,181,250	\$1,181,250	\$1,181,250	\$4,723,750
ROW ACQUISITION	\$0								
MATERIAL	\$18,000,000			2027	\$2,067,188	\$2,067,188	\$2,067,188	\$2,067,186	\$8,211,550
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0			2028	\$1,771,875	\$1,771,875	\$1,771,875	\$1,771,875	\$7,087,500
BUS BRIDGES	\$0								
CLOSE OUT	\$9,000			2029	\$590,625	\$590,625	\$590,625	\$590,625	\$2,362,500
DBE/LABOR	\$50,000								
PROJECT MANAGEMENT				2030	\$0	\$0	\$0	\$0	\$0
* P.M STAFF	\$368,000								
* SUPPORT STAFF	\$350,000								
* CONSULTANT	\$2,700,000								
CONTINGENCY	\$2,148,000								
<b>TOTAL</b>	<b>\$23,625,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2955.00

## PROJECT : LOCOMOTIVE OVERHAULS

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

- Engine (both HEP and Main) partial overhaul - replace as needed basis.
  - HVAC overhaul with R-407c freon replacement
  - Truck/Suspension overhaul
  - Exterior repaint
  - Coupler overhaul
- Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>2. (Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
This overhaul is intended for life extension/bridging to new loco purchase.	<ol style="list-style-type: none"> <li>1. Condition of Asset..... Worn</li> <li>2. System Impact..... High</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$415,800	\$0
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$415,800	\$415,800	\$415,800	\$415,800	\$1,000,000
ROW ACQUISITION	\$0								
MATERIAL	\$6,380,000			2027	\$727,650	\$727,650	\$727,650	\$727,650	\$2,000,000
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2028	\$623,700	\$623,700	\$623,700	\$623,700	\$2,000,000
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$207,900	\$207,900	\$207,900	\$207,900	\$0
CLOSE OUT	\$5,000								
DBE/LABOR	\$20,000			2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$280,000								
* SUPPORT STAFF	\$175,000								
* CONSULTANT	\$700,000								
CONTINGENCY	\$756,000								
<b>TOTAL</b>	<b>\$8,316,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2956.00

## PROJECT : ROLLING STOCK FLEET PA/PEI COMM UPGRADES

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

- Upgrade communication control device.
- Add interior destination panels.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

<b>RISKS CAUSING PROJECT DELAY</b>

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
----------------------	-------------------------------------

Heavily outdated technology in the communication control device - ex) 512MB CF card. This issue is in all control device.

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
-------------------------------------------

Cost increase in the maintenance due to degraded conditions of communication system.  
 Improvement in customer convenience with interior panels that show location  
 Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$58,650
DESIGN	\$0							
ENVIRONMENTAL	\$0			2026	\$58,650	\$58,650	\$58,650	\$58,650
ROW ACQUISITION	\$0							
MATERIAL	\$900,000			2027	\$102,638	\$102,638	\$102,638	\$102,636
CONSTRUCTION	\$0							
SPECIAL RAIL EQUIP	\$0			2028	\$87,975	\$87,975	\$87,975	\$87,975
FLAGGING	\$0							
BUS BRIDGES	\$0			2029	\$29,325	\$29,325	\$29,325	\$29,325
CLOSE OUT	\$6,000							
DBE/LABOR	\$20,000			2030	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT								
* P.M STAFF	\$70,000							
* SUPPORT STAFF	\$0							
* CONSULTANT	\$70,000							
CONTINGENCY	\$107,000							
<b>TOTAL</b>	<b>\$1,173,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 2957.00

## PROJECT : F125 LOCOMOTIVE ENGINE INTERMEDIATE OVERHAULS

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

• Engine overhaul - 100% replacement

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Overhaul of engine is required as per the maintenance manual.	1. Condition of Asset..... Worn 2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
Increase of impact to revenue service due to engine failures. Impact to shop availability due to increase of unscheduled maintenance for the failed engines.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	AL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$304,100	\$0
DESIGN	\$0								
ENVIRONMENTAL	\$0			2026	\$304,100	\$304,100	\$304,100	\$304,100	\$1,000
ROW ACQUISITION	\$0								
MATERIAL	\$4,200,000			2027	\$532,175	\$532,175	\$532,175	\$532,175	\$2,000
CONSTRUCTION	\$0								
SPECIAL RAIL EQUIP	\$0			2028	\$456,150	\$456,150	\$456,150	\$456,150	\$1,000
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$152,050	\$152,050	\$152,050	\$152,050	\$0
CLOSE OUT	\$6,000								
DBE/LABOR	\$58,000			2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$350,000								
* SUPPORT STAFF	\$315,000								
* CONSULTANT	\$600,000								
CONTINGENCY	\$553,000								
<b>TOTAL</b>	<b>\$6,082,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

FERNANDEZK PROJECT# 2960.00

## PROJECT : FY25 BACK-OFFICE TRAIN CONTROL SYSTEM

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life.

Train Control Back Office:

- 1) DOC/MOC/Vegas Servers
- 2) CAD Workstations and Monitors

Mile Posts: n/a

Division: All County: ALL Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
----------------------	-------------------------------------

Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and Centralized train control systems and equipment. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
-------------------------------------------	--

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$300,000			2026	\$106,238	\$106,238	\$106,238	\$106,236	\$425,010
ENVIRONMENTAL	\$0			2027	\$354,125	\$354,125	\$354,125	\$354,125	\$1,416,500
ROW ACQUISITION	\$0			2028	\$141,650	\$141,650	\$141,650	\$141,650	\$565,050
MATERIAL	\$1,750,000			2029	\$106,238	\$106,238	\$106,238	\$106,236	\$425,010
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$8,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$62,000								
* SUPPORT STAFF	\$28,000								
* CONSULTANT	\$550,000								
CONTINGENCY	\$135,000								
<b>TOTAL</b>	<b>\$2,833,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

FERNANDEZK PROJECT# 2961.00

## PROJECT : FY25 SYSTEMWIDE ON-BOARD TRAIN CONTROL SYSTEMS REHABILITATION

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

Procure Slot 10 image development for newer operating software to replace out of date, non-supported version. Pref GPS upgrade for entire fleet, new data radio upgrades to replace out of commissions and support radios being used, 5g cell antenna upgrade.

Mile Posts: n/a

Division: All County: ALL Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

Risks Causing Project Delay

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
----------------------	-------------------------------------

Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and Centralized train control systems and equipment. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry

1. Condition of Asset..... Worn
2. System Impact..... High

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
-------------------------------------------	--

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	\$0
DESIGN	\$0			2026	\$59,100	\$59,100	\$59,100	\$59,100	\$236,400
ENVIRONMENTAL	\$0			2027	\$206,850	\$206,850	\$206,850	\$206,850	\$825,400
ROW ACQUISITION	\$0			2028	\$206,850	\$206,850	\$206,850	\$206,850	\$825,400
MATERIAL	\$1,250,000			2029	\$118,200	\$118,200	\$118,200	\$118,200	\$474,600
CONSTRUCTION	\$585,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$10,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$97,000								
* SUPPORT STAFF	\$56,000								
* CONSULTANT	\$253,000								
CONTINGENCY	\$113,000								
<b>TOTAL</b>	<b>\$2,364,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 25%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink)



# PROJECT PROPOSAL

15.c

5

CONLEYD PROJECT# 2984.00

## PROJECT : VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (VN)

<b>SCOPE</b>	<b>TYPE: REHAB</b>
--------------	--------------------

Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
- Centralized train control systems
- Communication Back-haul systems

Mile Posts: 426.4 - 441.24

Division: Ventura - VC County County: VN Asset Type: Communicat

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
<ol style="list-style-type: none"> <li>(Goal 3: Invest in People and Assets) Maintain State of Good Repair</li> <li>(Goal 4: Retain and Grow Ridership) Improve service reliability</li> <li>(Goal 2: Maintain Fiscal Sustainability) Reduce operating cost</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> <li>(Goal 1: Ensure a Safe Operating Environment) Reduce train accidents</li> </ol>	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
<p>SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only</p>	<ol style="list-style-type: none"> <li>Condition of Asset..... Marginal</li> <li>System Impact..... Low</li> </ol>

<b>RISK CREATED BY NON-IMPLEMENTATION</b>
<p>The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.</p> <p>Current Age: 24 Year(s) Standard Lifespan: 15 Year(s)</p>

BUDGET				CASH FLOW				
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0
DESIGN	\$30,000			2026	\$21,300	\$21,300	\$21,300	\$21,300
ENVIRONMENTAL	\$0			2027	\$28,400	\$28,400	\$28,400	\$28,400
ROW ACQUISITION	\$0			2028	\$21,300	\$21,300	\$21,300	\$21,300
MATERIAL	\$95,000			2029	\$0	\$0	\$0	\$0
CONSTRUCTION	\$111,000			2030	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$0							
BUS BRIDGES	\$0							
CLOSE OUT	\$0							
DBE/LABOR	\$4,000							
PROJECT MANAGEMENT								
* P.M STAFF	\$21,000							
* SUPPORT STAFF	\$9,000							
* CONSULTANT	\$0							
CONTINGENCY	\$14,000							
<b>TOTAL</b>	<b>\$284,000</b>							

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink





# PROJECT PROPOSAL

15.c

SHAHIDS PROJECT# 3005.00

## PROJECT : METROLINK CAM EXPENSES FOR FISCAL 2025

<b>SCOPE</b>	<b>TYPE: REHAB   MR</b>
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Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at the stations, and modernize plumbing.  
This amount changes each year.

Mile Posts: n/a

Division: All County: ALL Asset Type: Right of Way

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
2. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue
3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Short pay CAM expenses from FY 2019 to current -Pay current station share of rehab costs for the use of Union Station.

1. Condition of Asset..... Worn
2. System Impact..... Average

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
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Failure to implement improvements can lead to lead station vulnerability, additional costs in utilities and subcontractor

Current Age: 34 Year(s) Standard Lifespan: 20 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025					
DESIGN	\$35,000								
ENVIRONMENTAL	\$0			2026					
ROW ACQUISITION	\$0								
MATERIAL	\$0			2027					
CONSTRUCTION	\$1,150,000								
SPECIAL RAIL EQUIP	\$0			2028					
FLAGGING	\$0								
BUS BRIDGES	\$0			2029					
CLOSE OUT	\$10,000								
DBE/LABOR	\$25,000			2030					
PROJECT MANAGEMENT									
* P.M STAFF	\$105,000								
* SUPPORT STAFF	\$75,000								
* CONSULTANT	\$100,000								
CONTINGENCY	\$150,000								
<b>TOTAL</b>	<b>\$1,650,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - SGR Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink Service)



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
1	RIEMERM	2025	2025	SAVED	OPEN	2883	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Facilities	West Portal Olympic Readiness Upgrade Project	Current ticket window and customer experience operations are negatively impacted by space constraints at Metrolink's West Portal office at Union Station. In order to meet current demands, improve current safety conditions, and prepare for increased ridership and major events such as the 2028 Olympic and Paralympic games, expansion of the West Portal is fundamental to readiness of operations. This project would provide the capital to expand the West Portal ticketing and lost and found offices, provide necessary office space for the increased number of employees assigned to the location since originally opening in 2002, increase the number of windows and the frontage of the ticketing office at Los Angeles Union Station, improve efficiency through updated customer queueing, and improve Metrolink's visibility in the largest transportation hub in the Southern California region.	\$786,000	\$373,350	\$155,628	\$87,246	\$113,184	\$56,592	\$0
2	SHAHIDS	2025	2025	SAVED	OPEN	2913	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Facilities	EV Infrastructure	•Develop necessary drawings for charging infrastructure, obtain permits and utility rebate applications.	\$1,390,000	\$660,250	\$275,220	\$154,290	\$200,160	\$100,080	\$0
3	SHAHIDS	2025	2025	SAVED	OPEN	2914	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Business Systems	Project Management Information System Support	This includes oversight and support for the Project Management Information System during implementation phase.	\$945,000	\$448,875	\$187,110	\$104,895	\$136,080	\$68,040	\$0
4	SHAHIDS	2025	2025	SAVED	OPEN	2944	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Facilities	CMF Car/Loco Shop Additional Fall Protection	• Install additional fall protection for loco and car shops, including on window rack. • Compliance related.	\$110,000	\$52,250	\$21,780	\$12,210	\$15,840	\$7,920	\$0
5	FERNANDEZK	2025	2025	SAVED	OPEN	2962	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Train Control	New Train Control Simulators and Wayside Detectors	Acquire new wayside detectors to introduce into PTC system that will help aid MOW detect hazards in the field. Acquire new simulators that model new Metrolink purchased locomotives to full training requirements. (Excludes ARROW)	\$2,174,000	\$1,032,650	\$430,452	\$241,314	\$313,056	\$156,528	\$0
6	FERNANDEZK	2025	2025	SAVED	OPEN	2963	00	Capital	ALL	All	n/a - n/a	n/a	n/a	Train Control	PTC Colocation Phase 2	Setup a secondary data center location that has a fiber connection and physical circuits to maintain full train control system operations in the event of a loss of power or emergency at the primary location. The new colocation will strengthen disaster recovery capabilities through geographic diversification of the PTC infrastructure.	\$520,000	\$247,000	\$102,960	\$57,720	\$74,880	\$37,440	\$0
<b>TOTAL</b>																	<b>\$5,925,000</b>	<b>\$2,814,375</b>	<b>\$1,173,150</b>	<b>\$657,675</b>	<b>\$853,200</b>	<b>\$426,600</b>	<b>\$0</b>
<b>PROJECT COUNT</b>																	<b>8</b>						
<b>REHAB TOTAL</b>																	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>REHAB COUNT</b>																	<b>0</b>						
<b>CAPITAL TOTAL</b>																	<b>\$5,925,000</b>	<b>\$2,814,375</b>	<b>\$1,173,150</b>	<b>\$657,675</b>	<b>\$853,200</b>	<b>\$426,600</b>	<b>\$0</b>
<b>CAPITAL COUNT</b>																	<b>7</b>						

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for



# PROJECT PROPOSAL

15.d

RIEMERM PROJECT# 2883.00

## PROJECT : WEST PORTAL OLYMPIC READINESS UPGRADE PROJECT

<b>SCOPE</b>	<b>TYPE: CAPITAL   NON-MR</b>
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Current ticket window and customer experience operations are negatively impacted by space constraints at Metrolink's West Portal office at Union Station. In order to meet current demands, improve current safety conditions, and prepare for increased ridership and major events such as the 2028 Olympic and Paralympic games, expansion of the West Portal is fundamental to readiness of operations. This project would provide the capital to expand the West Portal ticketing and lost and found offices, provide necessary office space for the increased number of employees assigned to the location since originally opening in 2002, increase the number of windows and the frontage of the ticketing office at Los Angeles Union Station, improve efficiency through updated customer queueing, and improve Metrolink's visibility. Mile Posts: n/a Division: All County: ALL Asset Type: Facilities

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
4. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce
5. (Goal 3: Invest in People and Assets) Reduce employee turnover

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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LA Union Station serves as a crucial transportation hub for the Southern California region, connecting multiple transit agencies, including Metrolink, and facilitating the movement of millions of passengers annually. When Metrolink first took occupancy of the West Portal office, four employees used the space, Monday-Friday. When ticket

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... Low

**RISK CREATED BY NON-IMPLEMENTATION**

If this project does not move forward in FY25, Metrolink will not be well prepared to help increase passenger flow for the 2028 Olympic and Paralympic games - as ridership increases, Metrolink customer experience will be unable to meet the demand. Current Age: 21 Year(s) Standard Lifespan: 0 Year(s)

4. Safety & Security..... High
  5. Environmental..... Low
- Additional support document was submitted

BUDGET			
	AMOUNT	START	END
CONTRACT PACKAGING	\$0		
DESIGN	\$40,000		
ENVIRONMENTAL	\$0		
ROW ACQUISITION	\$0		
MATERIAL	\$25,000		
CONSTRUCTION	\$425,000		
SPECIAL RAIL EQUIP	\$0		
FLAGGING	\$0		
BUS BRIDGES	\$0		
CLOSE OUT	\$6,000		
DBE/LABOR	\$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	\$83,000		
* SUPPORT STAFF	\$35,000		
* CONSULTANT	\$90,000		
CONTINGENCY	\$72,000		
<b>TOTAL</b>	<b>\$786,000</b>		

CASH FLOW					
FY	Q1	Q2	Q3	Q4	TOTAL
2025	\$0	\$0	\$0	\$0	
2026	\$39,300	\$39,300	\$39,300	\$39,300	\$157,200
2027	\$58,950	\$58,950	\$58,950	\$58,950	\$235,800
2028	\$98,250	\$98,250	\$98,250	\$98,250	\$393,000
2029	\$0	\$0	\$0	\$0	
2030	\$0	\$0	\$0	\$0	

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.d

SHAHIDS PROJECT# 2913.00

## PROJECT : EV INFRASTRUCTURE

<b>SCOPE</b>	<b>TYPE: CAPITAL   NON-MR</b>
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•Develop necessary drawings for charging infrastructure, obtain permits and utility rebate applications.

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... High
4. Safety & Security..... Low
5. Environmental..... High

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Under the new regulation public agencies in California must purchase 50% zero Emission (ZEV) vehicle from Model years 2024-2026. Starting from 2027 all vehicle purchased must be ZEV

### RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years

Current Age: New Standard Lifespan: 10 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOT
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$69,500	\$69,500
DESIGN	\$50,000			2026	\$69,500	\$69,500	\$69,500	\$69,500	\$278,000
ENVIRONMENTAL	\$0			2027	\$121,625	\$121,625	\$121,625	\$121,625	\$486,000
ROW ACQUISITION	\$0			2028	\$104,250	\$104,250	\$104,250	\$104,250	\$417,000
MATERIAL	\$0			2029	\$34,750	\$34,750	\$34,750	\$34,750	\$139,000
CONSTRUCTION	\$1,000,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$5,000								
DBE/LABOR	\$10,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$108,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$90,000								
CONTINGENCY	\$127,000								
<b>TOTAL</b>	<b>\$1,390,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.d

SHAHIDS PROJECT# 2914.00

## PROJECT : PROJECT MANAGEMENT INFORMATION SYSTEM SUPPORT

<b>SCOPE</b>	<b>TYPE: CAPITAL   NON-MR</b>
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This includes oversight and support for the Project Management Information System during implementation phase.

Mile Posts: n/a

Division: All County: ALL Asset Type: Business Systems

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 7: Improve Organizational Efficiency) Clearly define staff roles and
2. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce
3. (Goal 6: Improve Communications to Customers and Stakeholders) Improve

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... Low
4. Safety & Security..... High
5. Environmental..... Low

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Proper Oversight is needed for the project to make sure all the requirements are met

### RISK CREATED BY NON-IMPLEMENTATION

Risk involved in non-implementation is that the project might result in a system which is not fully aligned with Metrolink needs.

Current Age: New Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$47,250	\$47,250
DESIGN	\$25,000			2026	\$47,250	\$47,250	\$47,250	\$47,250	\$189,000
ENVIRONMENTAL	\$0			2027	\$82,688	\$82,688	\$82,688	\$82,686	\$330,000
ROW ACQUISITION	\$0			2028	\$70,875	\$70,875	\$70,875	\$70,875	\$283,000
MATERIAL	\$300,000			2029	\$23,625	\$23,625	\$23,625	\$23,625	\$94,000
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$5,000								
DBE/LABOR	\$10,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$164,000								
* SUPPORT STAFF	\$105,000								
* CONSULTANT	\$250,000								
CONTINGENCY	\$86,000								
<b>TOTAL</b>	<b>\$945,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.d

SHAHIDS PROJECT# 2944.00

## PROJECT : CMF CAR/LOCO SHOP ADDITIONAL FALL PROTECTION

<b>SCOPE</b>	<b>TYPE: CAPITAL   MR</b>
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- Install additional fall protection for loco and car shops, including on window rack.
- Compliance related.

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
1. (Goal 3: Invest in People and Assets) Reduce employee turnover 2. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents	

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
Fall Protection at CMF roof is highly recommended to increase safety.	1. System Reliability..... High 2. Ridership Increase..... Average 3. Capacity Improvements..... Low

<b>RISK CREATED BY NON-IMPLEMENTATION</b>	
If not implemented there would be a higher risk of accident from falling	4. Safety & Security..... High 5. Environmental..... Low
Current Age: 123 Year(s) Standard Lifespan: 0 Year(s)	

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOT
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$5,500	\$5,500
DESIGN	\$10,000			2026	\$5,500	\$5,500	\$5,500	\$5,500	\$22,000
ENVIRONMENTAL	\$0			2027	\$9,625	\$9,625	\$9,625	\$9,625	\$38,500
ROW ACQUISITION	\$0			2028	\$8,250	\$8,250	\$8,250	\$8,250	\$33,000
MATERIAL	\$0			2029	\$2,750	\$2,750	\$2,750	\$2,750	\$11,000
CONSTRUCTION	\$70,000			2030	\$0	\$0	\$0	\$0	\$0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$2,000								
DBE/LABOR	\$8,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$6,000								
* SUPPORT STAFF	\$0								
* CONSULTANT	\$4,000								
CONTINGENCY	\$10,000								
<b>TOTAL</b>	<b>\$110,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.d

FERNANDEZK PROJECT# 2962.00

## PROJECT : NEW TRAIN CONTROL SIMULATORS AND WAYSIDE DETECTORS

<b>SCOPE</b>	<b>TYPE: CAPITAL   NON-MR</b>
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Acquire new wayside detectors to introduce into PTC system that will help aid MOW detect hazards in the field.  
 Acquire new simulators that model new Metrolink purchased locomotives to full training requirements. (Excludes ARROW)

Mile Posts: n/a Division: All County: ALL Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

1. System Reliability..... High
2. Ridership Increase..... High
3. Capacity Improvements..... High
4. Safety & Security..... High
5. Environmental..... High

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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These simulators play a crucial role in the Authority's PTC Safety Plan, supporting initial train qualification training and ongoing refresher training for the Authority's train crews. To follow suit of training regulatory requirements obtaining additional simulators to accommodate the newly acquired vehicle models, such as the F-125 locomotives

**RISK CREATED BY NON-IMPLEMENTATION**

\*\*PM left blank.

Current Age: New Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	
DESIGN	\$800,000			2026	\$135,875	\$135,875	\$135,875	\$135,875	\$543,000
ENVIRONMENTAL	\$0			2027	\$135,875	\$135,875	\$135,875	\$135,875	\$543,000
ROW ACQUISITION	\$0			2028	\$135,875	\$135,875	\$135,875	\$135,875	\$543,000
MATERIAL	\$800,000			2029	\$135,875	\$135,875	\$135,875	\$135,875	\$543,000
CONSTRUCTION	\$50,000			2030	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$11,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$98,000								
* SUPPORT STAFF	\$42,000								
* CONSULTANT	\$175,000								
CONTINGENCY	\$198,000								
<b>TOTAL</b>	<b>\$2,174,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink



# PROJECT PROPOSAL

15.d

FERNANDEZK PROJECT# 2963.00

## PROJECT : PTC COLOCATION PHASE 2

<b>SCOPE</b>	<b>TYPE: CAPITAL   MR</b>
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Setup a secondary data center location that has a fiber connection and physical circuits to maintain full train control system operations in the event of a loss of power emergency at the primary location. The new colocation will strengthen disaster recovery capabilities through geographic diversification of the PTC infrastructure.

Mile Posts: n/a

Division: All County: ALL Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
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1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

1. System Reliability..... High
  2. Ridership Increase..... Low
  3. Capacity Improvements..... Low
  4. Safety & Security..... High
  5. Environmental..... Low
- Project is critical in the event of a power outage or natural disaster in the Pomona area impacting train service across the entire SCRRA network.

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
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Project is critical to ensuring continuity of operations in the event of a power outage or natural disaster impacting the Pomona area. Currently both Metrolink dispatching and operations centers (MOC and DOC) are located in Pomona, CA within close proximity to each other. In case of a power outage or natural disaster, the entire network could

**RISK CREATED BY NON-IMPLEMENTATION**

SCRRA currently lacks geographic diversity between its existing train control data centers and is at risk of a power outage or natural disaster in the Pomona area impacting train service across the entire SCRRA network.  
Current Age: New Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	
DESIGN	\$0			2026	\$65,000	\$65,000	\$65,000	\$65,000	\$260,000
ENVIRONMENTAL	\$0			2027	\$65,000	\$65,000	\$65,000	\$65,000	\$260,000
ROW ACQUISITION	\$0			2028	\$0	\$0	\$0	\$0	
MATERIAL	\$145,000			2029	\$0	\$0	\$0	\$0	
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$8,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$18,000								
* SUPPORT STAFF	\$14,000								
* CONSULTANT	\$310,000								
CONTINGENCY	\$25,000								
<b>TOTAL</b>	<b>\$520,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink





# PROJECT PROPOSAL

15.d

FERNANDEZK PROJECT# 2985.00

## PROJECT : NEW SIMULATORS DMU - FOR ARROW LINE

<b>SCOPE</b>	<b>TYPE: CAPITAL   NON-MR</b>
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Acquire new simulators that model new Metrolink purchased Diesel Multi Units (DMU) on ARROW LINE to full training requirements.

Mile Posts: n/a

Division: Redlands County: SB Asset Type: Train Control

<b>OBJECTIVES</b>	<b>RISKS CAUSING PROJECT DELAY</b>
-------------------	------------------------------------

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

1. System Reliability..... Average
2. Ridership Increase..... Minor
3. Capacity Improvements..... Minor
4. Safety & Security..... High
5. Environmental..... High

<b>JUSTIFICATION</b>	<b>RANKING // PROJECT READINESS</b>
----------------------	-------------------------------------

These simulators are integral to the Authority's PTC Safety Plan, facilitating initial train qualification training and ongoing refresher training for our train crews. In alignment with regulatory requirements, acquiring additional simulators to accommodate newly acquired vehicle models, such as the Diesel Multi Unit (DMU) locomotives, is crucial for

**RISK CREATED BY NON-IMPLEMENTATION**

Current Age: New Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	
DESIGN	\$600,000			2026	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
ENVIRONMENTAL	\$0			2027	\$131,250	\$131,250	\$131,250	\$131,250	\$525,000
ROW ACQUISITION	\$0			2028	\$131,250	\$131,250	\$131,250	\$131,250	\$525,000
MATERIAL	\$600,000			2029	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$10,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$56,000								
* SUPPORT STAFF	\$42,000								
* CONSULTANT	\$55,000								
CONTINGENCY	\$137,000								
<b>TOTAL</b>	<b>\$1,500,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment D - New Capital Project List Details (10629 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Metrolink

## *Minute Action*

AGENDA ITEM: 16

***Date:*** June 5, 2024

***Subject:***

SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for Arrow Service

***Recommendation:***

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

A. Approve the Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year (FY) 2024/2025 for Arrow Service, with a total SBCTA annual subsidy in the amount of \$17 million for: Operating assistance in the amount of \$15.5 million and New Capital assistance in the amount of \$1.5 million.

B. Approve the funding allocation to support funding for Recommendation A, totaling \$17 million, to fund SBCTA's subsidy of the FY 2024/2025 Budget for Arrow Service using \$8 million of Measure I Valley Metrolink/Rail Service Program funds and \$9 million to be funded with Congestion Mitigation and Air Quality Improvement funds.

***Background:***

On October 24, 2023, the Southern California Regional Rail Authority (SCRRA), in partnership with the San Bernardino County Transportation Authority (SBCTA), launched the Arrow Service connecting the City of Redlands and surrounding communities to San Bernardino and beyond. Passengers traveling west can connect to the Metrolink passenger rail service and Omnitrans bus service at the San Bernardino-Downtown Metrolink Station and travel as far west as Los Angeles Union Station, or for those traveling east as far as the University of Redlands. Arrow Service is solely funded by SBCTA and runs 25 trips eastbound and westbound, Monday through Friday, which includes one Metrolink round-trip to/from Los Angeles Union Station, and 16 trips eastbound and westbound on weekends.

There are two key funding sources for the Operating Budget: 1) fare revenue from riders and 2) subsidy provided by SBCTA. Although Arrow Service was launched as a new service in 2022, forecasting ridership and associated revenue have been difficult given the changes in commute and travel patterns since the designation of the novel coronavirus (COVID-19) as a pandemic by the World Health Organization, as well as the subsequent prevalence of teleworking in the post-pandemic environment. This, in conjunction with the expectation that it takes approximately 12 to 18 months for ridership patterns and growth to stabilize, has led to many challenges associated with budget development.

The first draft of the Fiscal Year (FY) 2024/2025 Preliminary Budget Request for Arrow Service was provided to SBCTA staff on March 20, 2024, with a meeting scheduled between SBCTA and SCRRA staff on March 21, 2024, to discuss line item details. This was followed by a four week period for staff to review the budget, ask clarifying questions, and request support documentation. On April 12, 2024, SCRRA staff presented the draft FY 2024/2025 Preliminary Budget Request for Arrow Service Operations to its Audit and Finance Committee with the recommendation to transmit the budget to SBCTA with the understanding that the final draft was expected to decrease slightly ahead of its Board meeting later in the month, which was approved unanimously. On April 18, 2024, SBCTA staff was provided the final draft of the budget with a

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

June 5, 2024

Page 2

meeting scheduled with SCRRA staff that same day to address remaining concerns. SBCTA staff completed its review and agreed to the proposed FY 2024/2025 Preliminary Budget Request for Arrow Service Operations at the staff level, with the understanding that SCRRA will continue to monitor actual expenditures as FY 2023/2024 concludes and FY 2024/2025 commences. Staff plans to provide a mid-year budget update, and any modifications to the proposed FY 2024/2025 Preliminary Budget Request for Arrow Service Operations will be addressed at that time, if necessary. On April 26, 2024, the SCRRA Board of Directors will vote to approve the final draft of the FY 2024/2025 Preliminary Budget Request for Arrow Service Operations, attached hereto as Attachment A. **Please note that the presentation and Attachment A reflect a correction on Slide 6 stating that the member agency support for the FY25 budget reflects an increase from FY24 of 3% (not 0.3% as originally stated).**

Year-to-Date actual revenue for the eight months ended February 2024 was \$130,582, which does not include additional revenue from the successful Student Adventure Pass program in the amount of \$23,619, as well as the Mobility-4-All program in the amount of \$6,614, for a total amount of \$160,815. Year-to-Date budgeted expenditures for the same period were estimated to be approximately \$11.2 million, while actual expenditures total just over \$8 million, leaving a subsidy surplus of \$3.3 million at this time. Figure 1 below, shows the farebox revenue and ridership through February 2024 and Figure 2 (on the following page) shows additional details on operating expenditures through the same period. It should be noted that Figure 1 does *not* include revenue from the Mobility-4-All program, which is an additional \$6,614.

**Figure 1. Revenue and Ridership through February 29, 2024**

ACTUAL REVENUE		ACTUAL BOARDINGS	
PERIOD	REVENUE	PERIOD	BOARDINGS
JUL-23	18,985	JUL-23	6,655
AUG-23	16,885	AUG-23	6,852
SEP-23	20,590	SEP-23	8,303
OCT-23	17,912	OCT-23	10,258
NOV-23	14,814	NOV-23	9,974
DEC-23	26,162	DEC-23	7,374
JAN-24	19,713	JAN-24	9,792
FEB-24	19,140	FEB-24	10,302
<b>Fiscal Year to Date</b>	<b>154,201</b>	<b>Fiscal Year to Date</b>	<b>69,510</b>

**Figure 2. Operating Expenditures through February 29, 2024**

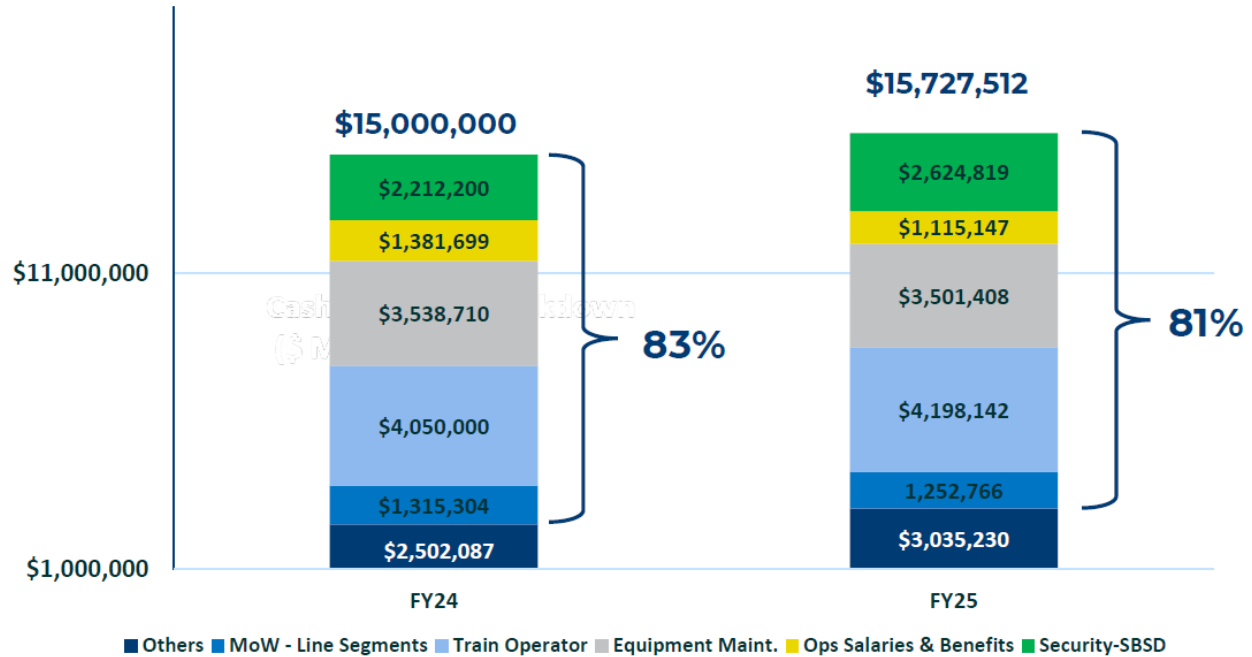
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY PRELIMINARY OPERATING STATEMENT FOR THE EIGHT MONTHS ENDING FEBRUARY 29, 2024				<i>Arrow Service Only</i>	
	FY24 Continuing Resolution	FY24 ACTUAL	VARIANCE FROM ADJUSTED BUDGET OVER/(UNDER)		
			AMOUNT	%	
<b>Operating Revenue</b>					
Farebox Revenue	0	130,582	130,582	0.00%	
Mobility 4 All	0	6,614	6,614	0.00%	
Student Adventure Pass	0	23,619	23,619	0.00%	
<b>Subtotal Pro Forma Farebox</b>	<b>0</b>	<b>160,815</b>	<b>160,815</b>	<b>0.00%</b>	
<b>Operating Expenses</b>					
<b>Operations &amp; Services</b>					
Train Operators	2,802,008	2,563,374	(238,634)	(8.52%)	
Train Dispatch	20,848	17,634	(3,214)	(15.41%)	
Equipment Maintenance	2,589,054	2,211,960	(377,094)	(14.56%)	
Fuel	348,532	357,654	9,122	2.62%	
Operating Facilities Maintenance	127,853	48,564	(79,288)	(62.02%)	
Other Operating Train Services	17,775	0	(17,775)	(100.00%)	
Security	1,622,280	1,058,336	(563,944)	(34.76%)	
Public Safety Program	18,332	0	(18,332)	(100.00%)	
Passenger Relations	22,528	12,148	(10,380)	(46.08%)	
TVM Maint/Revenue Collection	95,571	55,952	(39,618)	(41.45%)	
Marketing	96,629	34,791	(61,837)	(63.99%)	
Media & External Communications	4,999	0	(4,999)	(100.00%)	
Utilities / Leases	212,643	217,787	5,144	2.42%	
<b>Subtotal Operations &amp; Services</b>	<b>7,979,051</b>	<b>6,578,201</b>	<b>(1,400,850)</b>	<b>(17.56%)</b>	
<b>Maintenance-of-Way</b>					
MoW - Line Segments	979,991	654,312	(325,679)	(33.23%)	
<b>Subtotal Maintenance-of-Way</b>	<b>979,991</b>	<b>654,312</b>	<b>(325,679)</b>	<b>(33.23%)</b>	
<b>Administration &amp; Services</b>					
Ops Salaries & Benefits	980,638	382,818	(597,819)	(60.96%)	
Ops Non-Labor Expenses	269,394	105,842	(163,552)	(60.71%)	
Indirect Administrative Expenses	761,994	237,696	(524,299)	(68.81%)	
Ops Professional Services	26,000	3,660	(22,340)	(85.92%)	
<b>Subtotal Administration &amp; Services</b>	<b>2,038,026</b>	<b>730,016</b>	<b>(1,308,010)</b>	<b>(64.18%)</b>	
<b>Total Operating Expenses</b>	<b>10,997,068</b>	<b>7,962,528</b>	<b>(3,034,540)</b>	<b>(27.59%)</b>	
<b>Insurance Expense (Recoveries)</b>					
Liability/Property/Auto/Misc	169,860	167,120	(2,740)	(1.61%)	
Net Claims / SI	6,109	(100,000)	(106,109)	(1,737.02%)	
Claims Administration	3,359	0	(3,359)	(100.00%)	
<b>Subtotal Insurance Expense (Recoveries)</b>	<b>179,327</b>	<b>67,120</b>	<b>(112,207)</b>	<b>(62.57%)</b>	
<b>Total Expenses</b>	<b>11,176,395</b>	<b>8,029,648</b>	<b>(3,146,747)</b>	<b>(28.16%)</b>	
<b>Net Loss</b>	<b>(11,176,395)</b>	<b>(7,868,833)</b>	<b>3,307,562</b>	<b>(29.59%)</b>	
<b>Member Subsidies</b>	<b>11,176,395</b>	<b>11,176,395</b>	<b>(0)</b>	<b>(0.00%)</b>	
<b>Surplus / (Deficit)</b>	<b>0</b>	<b>3,307,562</b>	<b>3,307,562</b>	<b>N/A</b>	

The FY 2024/2025 Preliminary Budget Request for Arrow Service Operations that was presented to the SCRRA Audit and Finance Committee on April 12, 2024, has since been modified and has decreased by \$600,000, resulting in a final FY 2024/2025 Preliminary Budget Request in the amount of \$17 million. The proposed budget consists of operating authority of approximately \$15.7 million requiring a subsidy of \$15.5 million, and New Capital program authority of approximately \$1.5 million to be funded by SBCTA (no grants). As Arrow Service has only been in service for less than two years, New Capital is limited. For the same reason, there are no State of Good Repair projects at this time. However, capital infrastructure will need to be rehabilitated in the future as the service continues. The fund sources are identified in Recommendation B.

The Arrow Service Operations subsidy increased by \$500,000 from the FY 2023/2024 Adopted Budget of \$15 million, or 3.3%, which is largely driven by an increase in contractual costs for San Bernardino County Transportation Authority

train operations and law enforcement, as well as several other key categories of the budget. The total FY 2024/2025 Operating expenses for these categories are approximately \$15.7 million; consisting of \$4.2 million in train operations, \$3.5 million in equipment maintenance, \$2.6 million in law enforcement and security service, \$1.25 million in maintenance of way, \$1.12 million in salaries and benefits, as well as \$3 million in other expenses. Figure 3 below provides a breakdown of these costs.

**Figure 3. Top Drivers Comparing Operating Expenses FY24 versus FY25**



As part of SCRRA’s effort to better understand post-pandemic ridership demand and emerging travel patterns, SCRRA staff has undergone an effort to develop an optimized system-wide train schedule, which will be implemented in October 2024 and is included as part of the FY 2024/2025 Preliminary Budget Request. Key changes for the Arrow Service line include a slight shift in the eastbound and westbound morning peak periods for earlier train departures with more frequent service, including an earlier shift in the departure of the express train heading west. Conversely, the afternoon peak period has been shifted slightly later with more frequent service, with the express train arriving back at the Redlands – Downtown Station slightly earlier than the current schedule. Overall, the line will lose one mid-day short trip between the ESRI and Redlands – University Stations, however the remaining trains are spaced more appropriately to better meet demand. The proposed schedule is attached hereto as Attachment B.

SCRRA has provided a cash flow for the New Capital program over the next four fiscal years in the proposed FY 2024/2025 Preliminary Budget Request. The request reflects an increase of \$1.5 million as compared to the FY 2024/2025 Adopted Budget for Arrow Service. This fiscal year reflects the first New Capital program project for the Arrow Service line, which consists of acquiring new simulators that model the Diesel Multiple Units for Arrow Service in order to maintain compliance with the Federal Railroad Administration training guidelines. Completion of the FY 2024/2025 New Capital program project is multi-year in nature. As such, the funding for the proposed FY 2024/2025 Preliminary Budget Request may be viewed as having a

## Board of Directors Agenda Item

June 5, 2024

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four-year funding commitment, which would have the estimated cash flow impact over the subsequent fiscal years; however, SBCTA would be committing the full four-year funding up front with this proposed subsidy allocation. Attachment C provides additional information, such as the project description and cash flow details.

Therefore, staff recommends approval of the SCRRA FY 2024/2025 Preliminary Budget Request for Arrow Service, with a total SBCTA annual subsidy in the amount of \$17 million, consisting of an Operating assistance in the amount of \$15.5 million and New Capital assistance in the amount of \$1.5 million, to be funded with \$8 million of Measure I Valley Metrolink/Rail Service Program funds and \$9 million to be funded with Congestion Mitigation and Air Quality Improvement funds.

***Financial Impact:***

San Bernardino County Transportation Authority's annual Arrow Service operating subsidy was included in the proposed Budget for Fiscal Year 2024/2025 and funded with Measure I-Rail funds in Program 30, Transit. Congestion Mitigation and Air Quality Improvement Plan funds for Arrow Service are held by SCRRA so are not reflected in the SBCTA proposed Budget for Fiscal Year 2024/2025. An administrative budget amendment is required to shift Measure I-Rail funds from Task 0314 Transit Operations to Task 0315 Transit Capital in Program 30, Transit, to accommodate the Arrow Capital Subsidy.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 9, 2024.

***Responsible Staff:***

Rebekah Soto, Multimodal Mobility Programs Administrator

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

San Bernardino County Transportation Authority

# Attachment A



## METROLINK

Proposed FY25 Arrow Service Budget for SBCTA Transit Committee

May 09, 2024



## Agenda

- FY25 Budget Assumptions
- Sperry Capital / KPMG Ridership Forecast
- Proposed FY25 Operating Budget
- Proposed FY25 Capital Program Budget
- Summary

## Proposed FY25 Operating Budget Assumptions

### Service Level:

- No Change from FY24

### Revenue:

- Revenue / Ridership based on Updated Sperry Capital / KPMG Forecast
  - Current revenue in this budget is an estimate based on FY24 revenue
  - Final revenue forecast will be available at the end of April 2024
- No Fare Increases
- New Fare Promotions
- Student Adventure Pass Program not included in revenue projections

### Expenses:

- Contractor Increases only as Mandated by Agreements
  - Planned Rolling Stock and Facility Maintenance Transition from Alstom to Stadler (cost not included)
- No New FTE Headcount

## Sperry Capital / KPMG Ridership Forecast

**In Progress – Outlook April 2024**





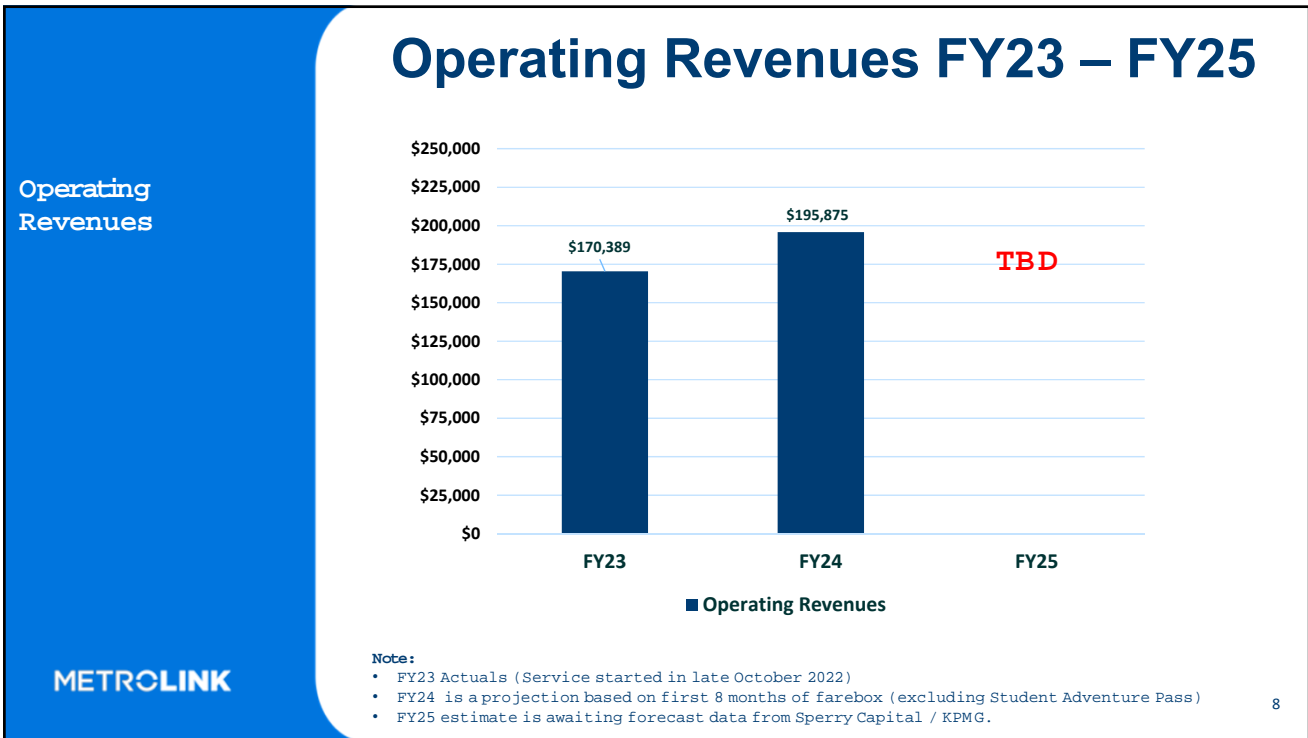
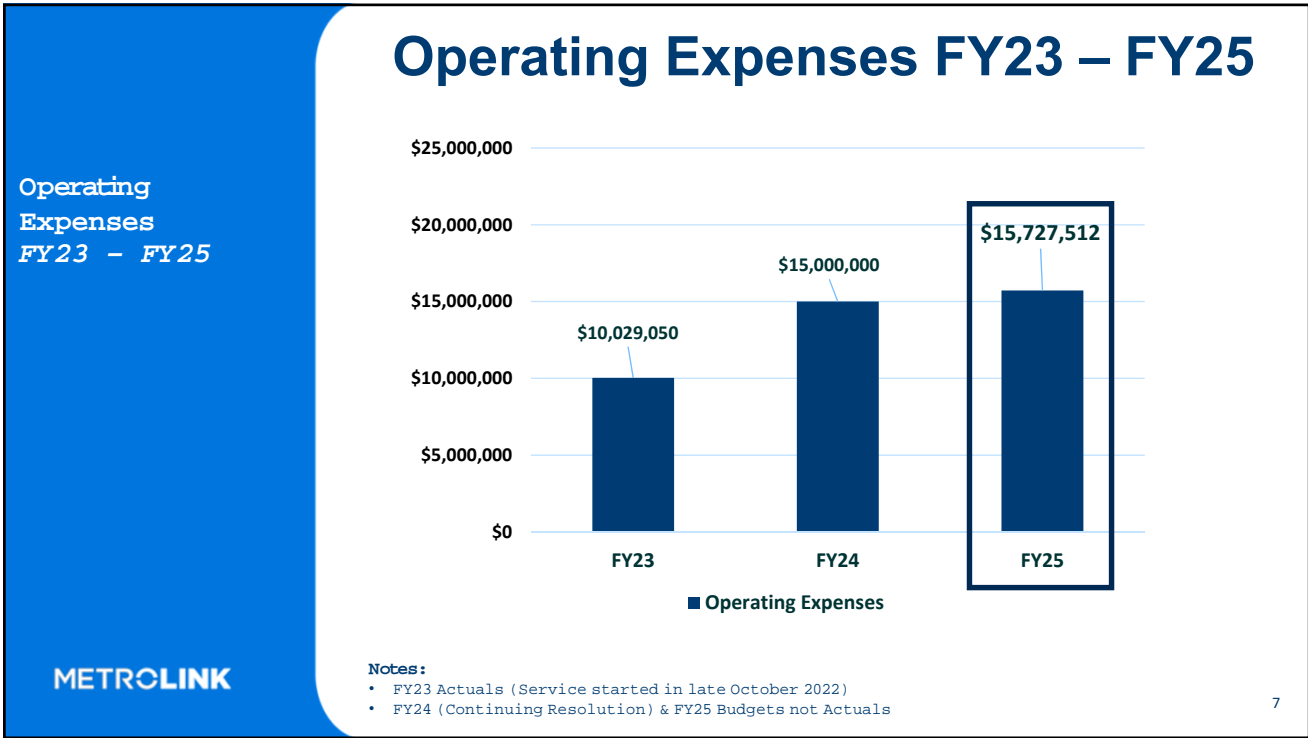
# Operating Budget

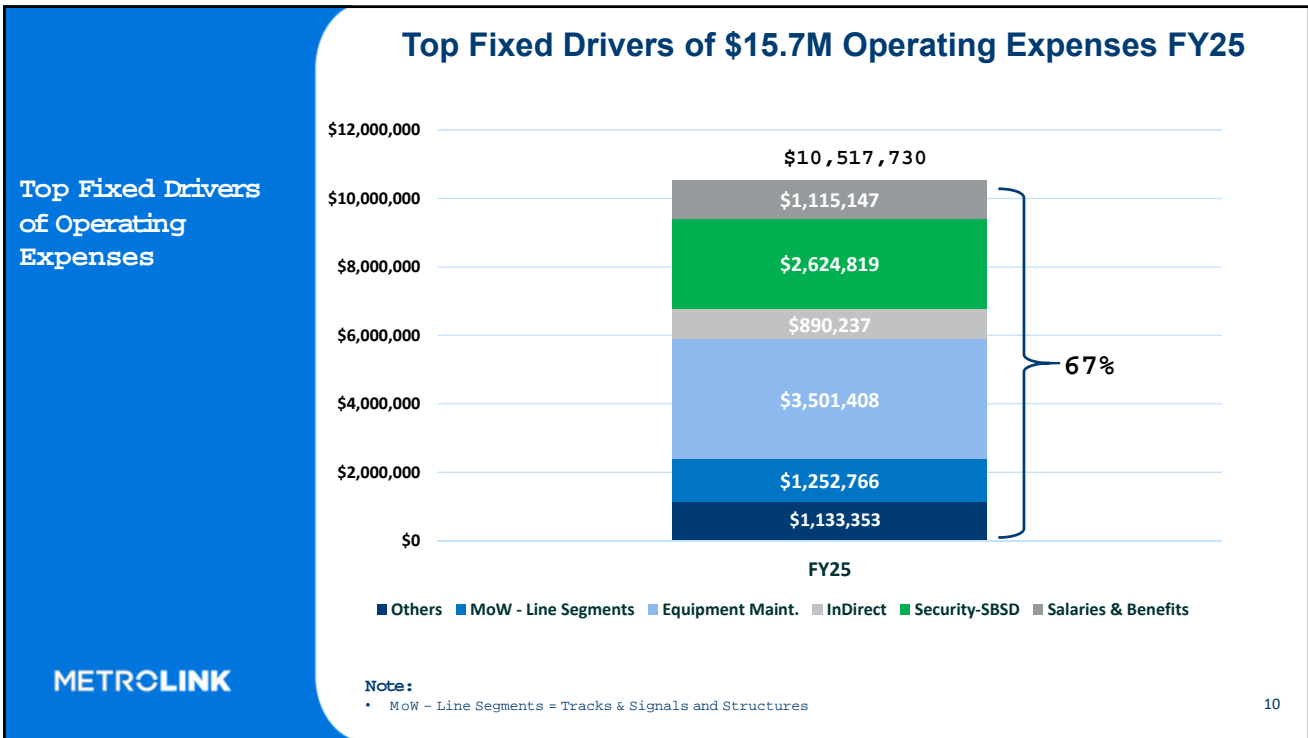
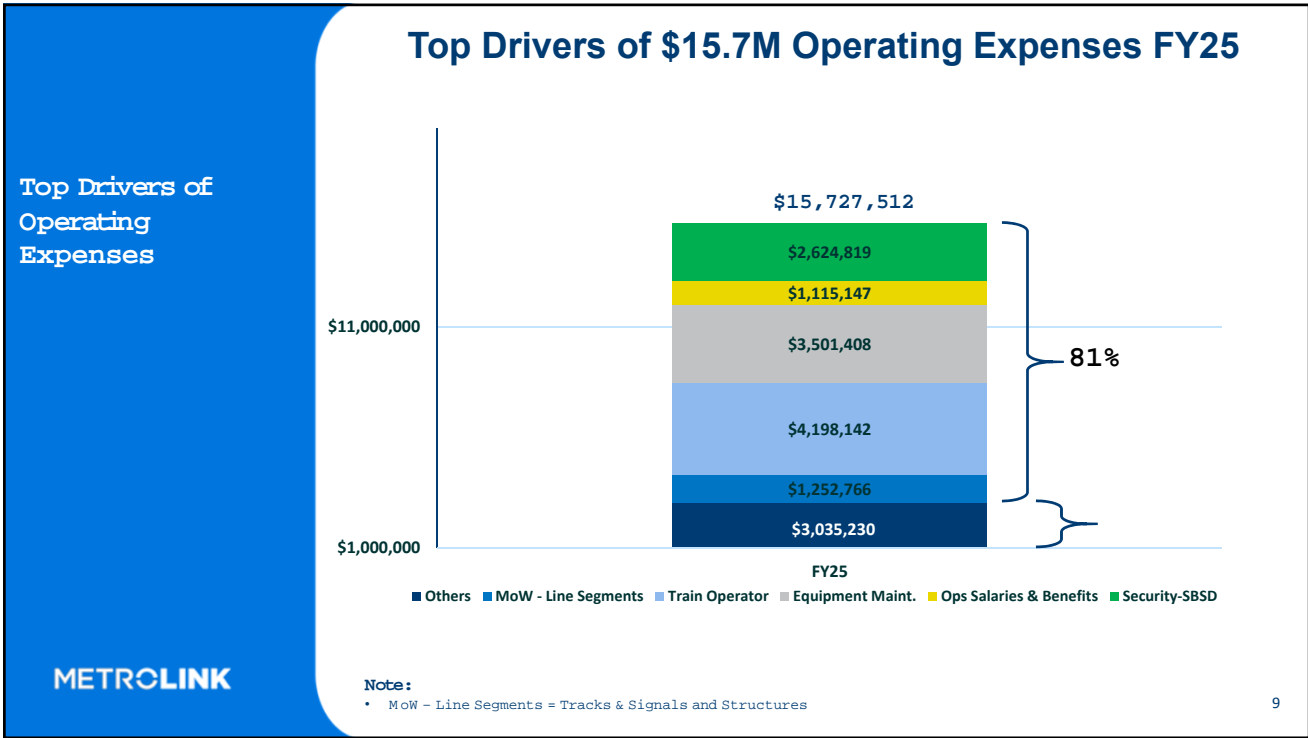


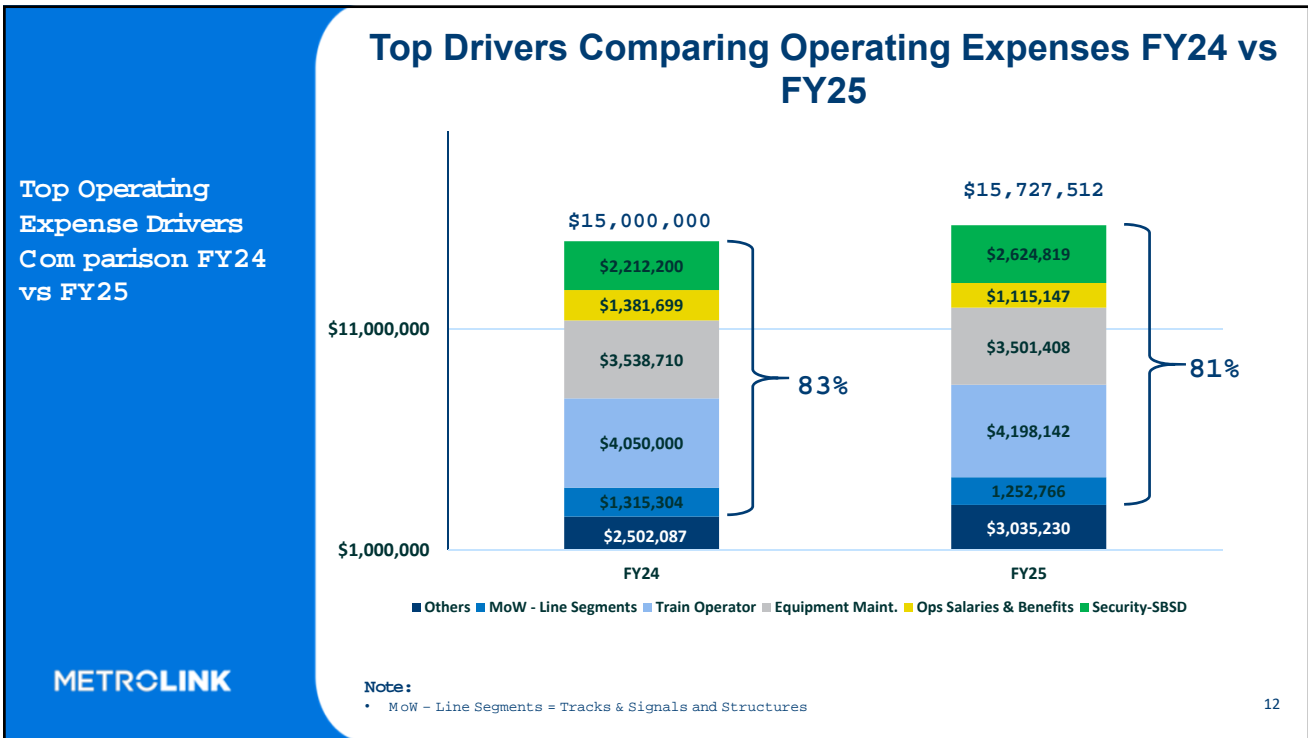
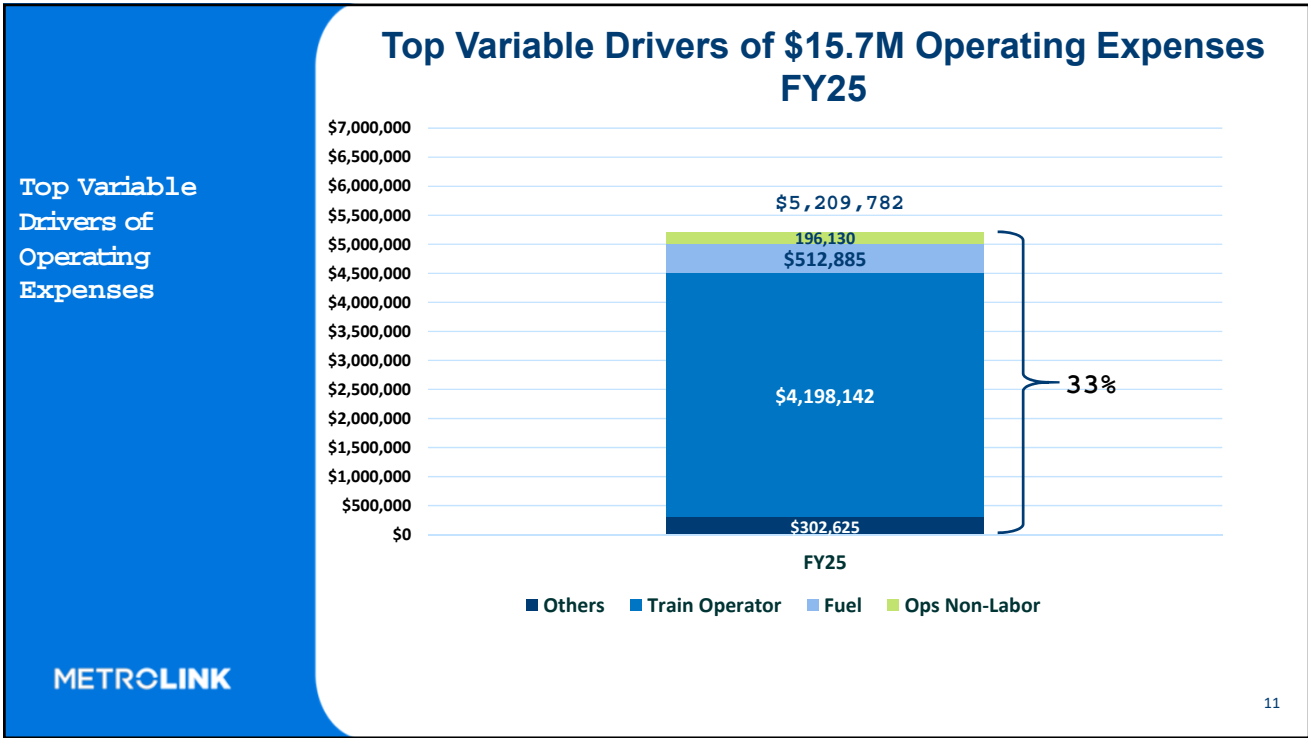
METROLINK

## Proposed FY25 Operating Budget Summary

- Operating Revenue Estimate - **\$196K**
- Total Expenses - **\$15.7M**
  - Increase from FY24 (Continuing Resolution of \$15M ) of **\$0.7M** or **0.5%**
  - Does Not Include Stadler Rolling Stock and Facility Maintenance
- Member Agency Support - **\$15.5M**
  - Increase from FY24 of **\$0.5M** or **0.3%** ~~3%~~









## New Capital Program Budget


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## Proposed FY25 Capital Program Overview

- State of Good Repair - \$0M
- New Capital - \$1.5M

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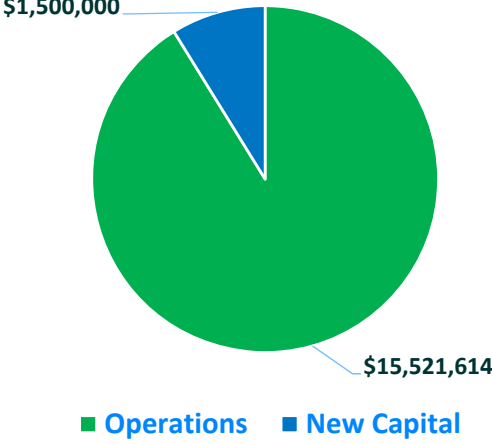
# Summary

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Proposed FY25  
Budget ( Operating &  
Capital Program )  
Support Required

## Proposed FY25 Budget Support Required

Total Support Required (\$17.0M)



Category	Amount
Operations	\$15,521,614
New Capital	\$1,500,000
<b>Total</b>	<b>\$17,021,614</b>

■ Operations ■ New Capital

Notes:

**METROLINK**

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FY25 Operating Budget Summary of Support



## Proposed FY25 Operating Budget Summary of Support

### FY25 Proposed Arrow Budget

	TOTAL
Total Revenue	205,898
Total Expense	15,727,512
<b>FY25 Member Agency Support (Loss)</b>	<b>(15,521,614)</b>

### FY24 Continuing Resolution

	TOTAL
Total Revenue	0
Total Expense	15,000,000
<b>FY24 Member Agency Support (Loss)</b>	<b>(15,000,000)</b>

### Year-Over-Year Variance

		TOTAL
Revenues		205,898
	% variance	N/A
Expenses		727,512
	% variance	4.9%
<b>Member Agency Support</b>		<b>(521,614)</b>
(increase) / decrease		
	% variance	3.5%

Note: FY25 "Total Revenue" is an estimate until the Sperry Capital/KPMG Forecast is available in April 2024.

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## FY25 Budget Operating Statement - Revenues

FY25 Arrow Service	FY24 Continuing Resolution	FY25 Proposed Budget	Variance	
			FY25 Budget vs FY24 Continuing Resolution	
<b>Operating Revenue</b>				
Farebox Revenue	0	196,194	196,194	N/A
Fare Reduction Subsidy	0	0	0	N/A
Mobility-for-All	0	9,704	9,704	N/A
Student Adventure Pass	0	0	0	N/A
<b>Subtotal-Pro Forma FareBox</b>	<b>0</b>	<b>205,898</b>	<b>205,898</b>	<b>N/A</b>
Other Revenues	0	0	0	N/A
<b>Total Operating Revenue</b>	<b>0</b>	<b>205,898</b>	<b>205,898</b>	<b>N/A</b>

## FY25 Budget Operating Statement - Expenses

FY25 Arrow Service	FY24 Continuing Resolution	FY25 Proposed Budget	Variance FY25 Budget vs FY24 Continuing Resolution	
<b>Operating Expenses</b>				
<b><u>Operations &amp; Services</u></b>				
Train Operators	4,050,000	4,198,142	148,142	3.7%
Train Dispatch	28,882	33,629	4,747	16.4%
Equipment Maintenance	3,538,710	3,501,408	(37,302)	-1.1%
Fuel	570,600	512,885	(57,715)	-10.1%
Operating Facilities Maintenance	111,470	355,219	243,749	218.7%
Other Operating Train Services	13,330	16,665	3,335	25.0%
Security-San Bernardino Sheriff	2,212,200	2,624,819	412,619	18.7%
Security-Guards		268,862		
Public Safety Program	15,000	16,665	1,665	11.1%
Passenger Relations	30,720	14,076	(16,644)	-54.2%
TVM Maintenance/Revenue Collection	122,960	93,331	(29,629)	-24.1%
Marketing	95,630	150,026	54,396	56.9%
Media & External Communications	5,000	4,165	(835)	-16.7%
Utilities/Leases	334,376	357,416	23,040	6.9%
<b>Subtotal Operations &amp; Services</b>	<b>11,128,878</b>	<b>12,147,308</b>	<b>1,018,430</b>	<b>9.2%</b>

## FY25 Budget Operating Statement - Expenses

FY25 Arrow Service	FY24 Continuing Resolution	FY25 Proposed Budget	Variance FY25 Budget vs FY24 Continuing Resolution	
<b>Operating Expenses</b>				
<b><u>Maintenance-of-Way</u></b>				
MoW - Line Segments	1,315,304	1,252,766	(62,538)	-4.8%
MoW - Extraordinary Maintenance	0	0	0	N/A
<b>Subtotal Maintenance-of-Way</b>	<b>1,315,304</b>	<b>1,252,766</b>	<b>(62,538)</b>	<b>-4.8%</b>
<b><u>Administration &amp; Services</u></b>				
Ops Salaries & Fringe Benefits	1,381,699	1,115,147	(266,552)	-19.3%
Ops Non-Labor Expenses	275,670	196,130	(79,540)	-28.9%
Indirect Administrative Expenses	548,639	890,237	341,598	62.3%
Ops Professional Services	78,000	7,224	(70,776)	-90.7%
<b>Subtotal Admin &amp; Services</b>	<b>2,284,008</b>	<b>2,208,738</b>	<b>(75,270)</b>	<b>-3.3%</b>
<b>Contingency</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>Total Operating Expenses</b>	<b>14,728,190</b>	<b>15,608,812</b>	<b>880,622</b>	<b>6.0%</b>
<b>Insurance and Legal</b>				
Liability/Property/Auto	258,900	104,450	(154,450)	-59.7%
Net Claims / SI	8,330	9,250	920	11.0%
Claims Administration	4,580	5,000	420	9.2%
<b>Total Net Insurance and Legal</b>	<b>271,810</b>	<b>118,700</b>	<b>(153,110)</b>	<b>-56.3%</b>
<b>Total Expense</b>	<b>15,000,000</b>	<b>15,727,512</b>	<b>727,512</b>	<b>4.9%</b>
<b>Loss/Member Support Required</b>	<b>(15,000,000)</b>	<b>(15,521,614)</b>	<b>(521,614)</b>	<b>3.5%</b>



## FY25 New Capital Proposed Project Summary

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST
2985	Capital	San Bernardino Line	Redlands	Train Control	New Simulators DMU - FOR ARROW LINE	Acquire new simulators that model new Metrolink purchased Diesel Multi Units (DMU) on ARROW LINE to full training requirements.	\$1,500,000
<b>TOTAL</b>							<b>\$1,500,000</b>



Thank you! Questions?

## Attachment B Optimized Service Schedule

### Arrow Line – With Express

Eastbound	Train number	3802	3804	3806	3810	3812	3814	3816	3818	3820	3822	3824	3826	3828	3830	3832	3834	3836	<b>382</b>	3840	3842	3844	3846	3848	3850
	SAN BERNARDINO TRANSIT CENTER	03:48	04:18	04:48	05:48	06:18	06:48	07:18	08:30	09:30	10:30	11:30	12:30	13:30	14:30	15:30	16:30	17:30		18:54	19:24	19:54	20:24	21:24	22:24
	TIPPECANOE	03:55	04:25	04:55	05:55	06:25	06:55	07:25	08:38	09:38	10:38	11:38	12:38	13:38	14:38	15:38	16:38	17:38		19:01	19:31	20:01	20:31	21:31	22:31
	NEW YORK	04:02	04:32	05:02	06:02	06:32	07:02	07:32	08:44	09:44	10:44	11:44	12:44	13:44	14:44	15:44	16:44	17:44		19:08	19:38	20:08	20:38	21:38	22:38
	DOWNTOWN REDLANDS	04:04	04:34	05:04	06:04	06:34	07:04	07:34	08:46	09:46	10:46	11:46	12:46	13:46	14:46	15:46	16:46	17:46	18:42	19:10	19:40	20:10	20:40	21:40	22:40
	UNIVERSITY	04:08	04:38	05:08	06:08	06:38	07:08	07:38	08:50	09:50	10:50	11:50	12:50	13:50	14:50	15:50	16:50	17:50		19:14	19:44	20:14	20:44	21:44	22:44

Westbound	Train number	3801	3803	381	3807	3809	3811	3813	3815	3817	3819	3821	3823	3825	3827	3829	3831	3833	3837	3841	3843	3845	3847	3849	3851
	UNIVERSITY	04:16	04:46		05:46	06:16	06:46	07:16	08:08	09:08	10:08	11:08	12:08	13:08	14:08	15:08	16:08	17:08	18:03	19:24	19:54	20:24	20:54	21:54	22:54
	DOWNTOWN REDLANDS	04:20	04:50	05:33	05:50	06:20	06:50	07:20	08:13	09:13	10:13	11:13	12:13	13:13	14:13	15:13	16:13	17:13	18:07	19:29	19:59	20:29	20:59	21:59	22:59
	NEW YORK	04:23	04:53		05:53	06:23	06:53	07:23	08:15	09:15	10:15	11:15	12:15	13:15	14:15	15:15	16:15	17:15	18:09	19:31	20:01	20:31	21:01	22:01	23:01
	TIPPECANOE	04:29	04:59		05:59	06:29	06:59	07:29	08:21	09:21	10:21	11:21	12:21	13:21	14:21	15:21	16:21	17:21	18:16	19:37	20:07	20:37	21:07	22:07	23:07
	SAN BERNARDINO TRANSIT CENTER	04:36	05:06		06:06	06:36	07:06	07:36	08:28	09:28	10:28	11:28	12:28	13:28	14:28	15:28	16:28	17:28	18:23	19:45	20:15	20:45	21:15	22:15	23:15

**Bold** = additional trains proposed for 2024 compared to April 2023 schedules



Attachment: Attachment B - Optimized Service Schedule (10630 : SCRRA Preliminary Budget Request for



ROW#	CREATOR	INTEND YEAR	BGT FY	STATUS	APPROVE	PROJECT #	REV	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS					
																		METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
7	FERNANDEZK	2025	2025	SAVED	OPEN	2985	00	Capital	San Bernardino Line	Redlands	n/a - n/a	n/a	n/a	Train Control	New Simulators DMU - FOR ARROW LINE	Acquire new simulators that model new Metrolink purchased Diesel Multi Units (DMU) on ARROW LINE to full training requirements.	\$1,500,000	\$0	\$0	\$0	\$1,500,000	\$0	\$0
<b>TOTAL</b>																	\$1,500,000	\$0	\$0	\$0	\$1,500,000	\$0	\$0
<b>PROJECT COUNT</b>																							
<b>REHAB TOTAL</b>																	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>REHAB COUNT</b>																	0						
<b>CAPITAL TOTAL</b>																	\$1,500,000	\$0	\$0	\$0	\$1,500,000	\$0	\$0
<b>CAPITAL COUNT</b>																							

Attachment: Attachment C - FY25 Capital Program for Arrow Service (10630 : SCRRA Preliminary Budget Request for Fiscal Year 2024/2025 for



# PROJECT PROPOSAL

16.c

FERNANDEZK PROJECT# 2985.00

## PROJECT : NEW SIMULATORS DMU - FOR ARROW LINE

**SCOPE** **TYPE: CAPITAL | NON-MR**

Acquire new simulators that model new Metrolink purchased Diesel Multi Units (DMU) on ARROW LINE to full training requirements.

Mile Posts: n/a

Division: Redlands County: SB Asset Type: Train Control

**OBJECTIVES** **RISKS CAUSING PROJECT DELAY**

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

1. System Reliability..... Average
2. Ridership Increase..... Minor
3. Capacity Improvements..... Minor
4. Safety & Security..... High
5. Environmental..... High

**JUSTIFICATION** **RANKING // PROJECT READINESS**

These simulators are integral to the Authority's PTC Safety Plan, facilitating initial train qualification training and ongoing refresher training for our train crews. In alignment with regulatory requirements, acquiring additional simulators to accommodate newly acquired vehicle models, such as the Diesel Multi Unit (DMU) locomotives, is crucial for

**RISK CREATED BY NON-IMPLEMENTATION**

Current Age: New Standard Lifespan: 0 Year(s)

BUDGET				CASH FLOW					
	AMOUNT	START	END	FY	Q1	Q2	Q3	Q4	TOTAL
CONTRACT PACKAGING	\$0			2025	\$0	\$0	\$0	\$0	
DESIGN	\$600,000			2026	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
ENVIRONMENTAL	\$0			2027	\$131,250	\$131,250	\$131,250	\$131,250	\$525,000
ROW ACQUISITION	\$0			2028	\$131,250	\$131,250	\$131,250	\$131,250	\$525,000
MATERIAL	\$600,000			2029	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
CONSTRUCTION	\$0			2030	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0								
CLOSE OUT	\$0								
DBE/LABOR	\$10,000								
PROJECT MANAGEMENT									
* P.M STAFF	\$56,000								
* SUPPORT STAFF	\$42,000								
* CONSULTANT	\$55,000								
CONTINGENCY	\$137,000								
<b>TOTAL</b>	<b>\$1,500,000</b>								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: Attachment C - FY25 Capital Program for Arrow Service (10630 : SCRRRA Preliminary Budget Request for Fiscal Year 2024/2025 for

## *Minute Action*

AGENDA ITEM: 17

***Date:*** June 5, 2024

***Subject:***

Status Update on the Smart County Master Plan

***Recommendation:***

Receive a status update on the Smart County Master Plan.

***Background:***

On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) Board of Directors (Board) created an Emerging Technology Ad Hoc Committee (Ad Hoc) with the intent to look broadly at a range of technologies applicable to transportation and delivery of local government services. Early discussions of the Ad Hoc began with options for signal synchronization projects, smart corridors, and other technologies that could be implemented across the region. However, it became clear that development of a strategic plan identifying needs, early action options, and a build-out plan that provides the cities and county a projects list, funding opportunity information, and a prioritization of potential initiatives to consider, would be a valuable resource to focus future technology implementation countywide. The Ad Hoc directed staff to identify funding options, including potential contributions from the County of San Bernardino (County) to complete a plan, as well as having a joint procurement for consultant support on the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) using SBCTA funds.

On December 7, 2022, the Board accepted \$1,000,000 from the County to complete the full funding for the development of the Smart County Master Plan (SCMP). In addition to the County contribution, SBCTA contributed \$500,000 in Measure I Valley Transportation Management System (TMS) funds, inclusive of \$250,000 in contingency funds if necessary, for development of the SCMP in combination with the SBVCTSS. The SCMP is envisioned to be a guide for the region in identifying and prioritizing projects that improve the infrastructure and telecommunications in the region. The SCMP is divided into two phases, the Early Action Plan and the full Master Plan. The Early Action Plan, which identifies the “low hanging fruit” that the region can implement should there be resources available, was completed in fall of 2023. Since its completion, staff has been working on the development of the full Master Plan, which will be completed by the end of 2024.

Through extensive outreach and understanding the needs identified by the member agencies and the stakeholders, staff has identified considerations and a path forward with the input, through a workshop held in February 2024, of the City/County Managers’ Technical Advisory Committee and Information Technology (IT) Working Group comprised of IT staff from the member agencies.

The attached presentation gives insight into the path forward for SBCTA/SBCOG and local jurisdiction partners and the range of considerations for implementation of project and program options.

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

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**Financial Impact:**

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025.

**Reviewed By:**

This item was received by the General Policy Committee on May 8, 2024.

**Responsible Staff:**

Monique Reza-Arellano, Chief of COG and Equity Programs

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

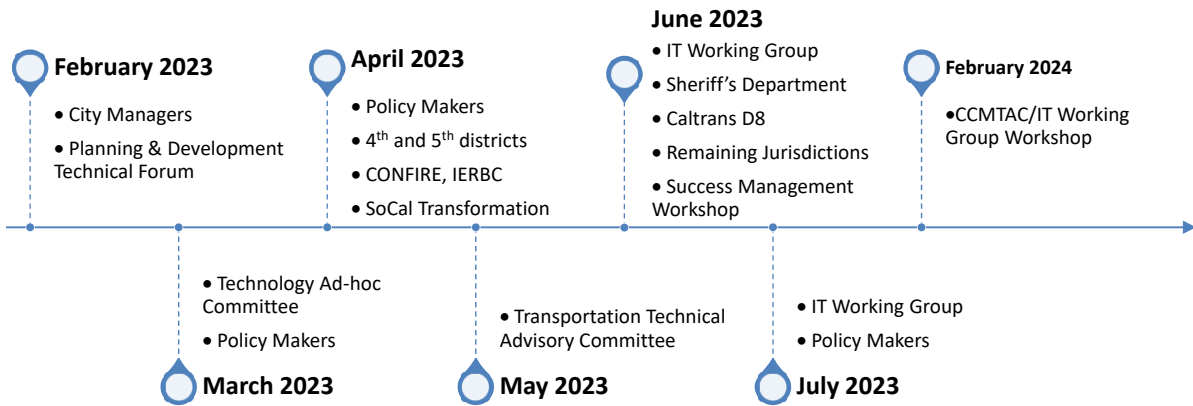
# San Bernardino Smart County Master Plan

## Status Update



May 2024

## Recap of Engagement



## Smart County Needs

Need Categories	Addressed in Early Action Plan/Total
Traffic Management	5/6
Freight Management	0/4
Traveler Information	0/5
Public Safety	1/4
Data Sharing	1/8
Equity and Environment	7/11
Operations and Maintenance	0/4
Performance Metrics	0/2
<b>Totals</b>	<b>14/44</b>

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## Early Action Plan

- Broadband
- Smart Intersections
- Smart Corridors
- Advanced Traffic Information Systems and Emergency Management Systems
- CAD-to-CAD
- Zero Emission Vehicles

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# San Bernardino Smart County Master Plan



## Smart County Next Steps

Framework Element	Considerations
Prioritization	What will benefit the most people? What is the <b>most critical need</b> ?
Policy & MOUs	Which policies would provide <b>quick wins</b> ? Which would benefit the most agencies?
Schedule	How long will it take to program these projects? <b>Where do we want to be in 5 years?</b>
Operations & Maint.	Should maintenance be approached by <b>individual agency or regionally</b> ? What MOU's/Cooperative Agreements are needed?
Budget/Funding	What <b>costs</b> can we expect if we move forward? How should we fund?
Performance Metrics	What do we want to measure? How do we want to report <b>findings</b> ?
Sustainability	How do we ensure these recommendations are implemented and <b>sustainable</b> ?
Outreach	What do local governments need to be able to facilitate <b>community outreach</b> ?
Staffing Considerations	What <b>skills and time commitments</b> are needed to accomplish the recommendations?



# Public Safety

**Need:** Regional/Joint Operations Center to provide more efficient operations throughout the county

## Project Ideas

- Emergency Operations Center focus – central dispatch (Chino coordination)
- Genasys (ZoneHaven) - City of Alameda Smart City Plan, Countywide Centralized Asset Management-Central Square Enterprise Asset Management Software, CAD-to-CAD

## Considerations

- Is there a desire to have more coordinated regional services?
- What will a regional/joint operations center look like?



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# Data Sharing Agreements

**Purpose:** To share data between agencies and between departments within agencies.

## Project Ideas

- Need to review what data makes sense to share, with participation on voluntary basis
- Review, update and sign new data sharing agreements among the agencies
  - Understand each agency's available data
  - Understand each agency's ability to share data (legal vs. policy)
    - Does the agency own the data to be able to share it?
    - Aggregate and de-identify data to remove privacy issues. (PII)
  - Consider all agreement terms, i.e. cost, transfer, storage, usage, destruction

## Considerations

- Are there data gaps?
- Is there a central repository for de-identified data?
- Consider contract terms or privacy policy language to ensure data is available to be shared.

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# Data Governance

**Need:** Data governance plans need to be updated to keep up with new technology.

**Project Ideas**

- Updated Data Governance Plan for each agency
- Create an IT best practices working group to better understand, share experiences and consider how best to execute technology within the region (secure communications, data storage, cybersecurity, data sharing, technology procurement)

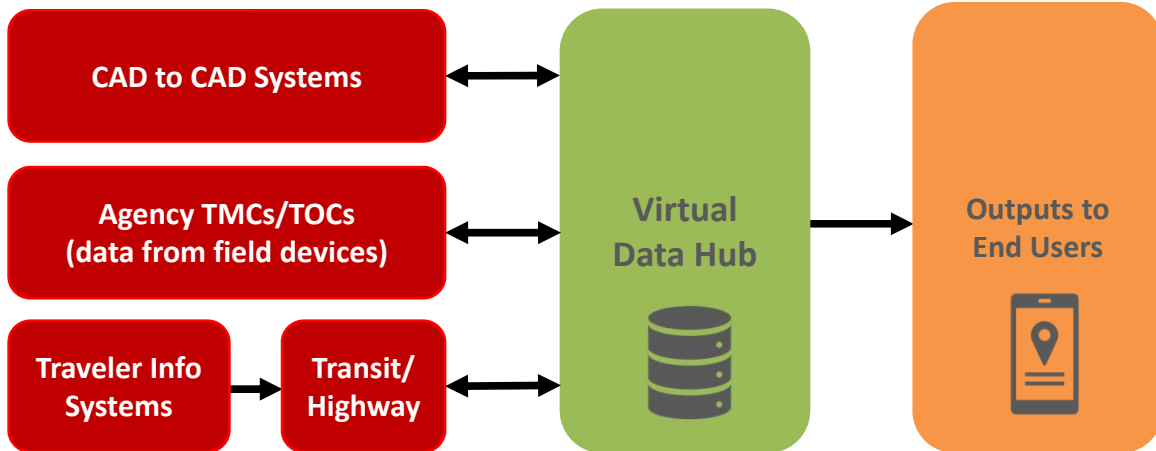
**Considerations**

- How often to plans need updated?
- Can there be shared roles between agencies?
- Are there opportunities for larger trainings for all agencies?



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# Concept of Operations



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# Broadband

**Need/Example:** Leverage the State Middle Mile network build-out to: 1) bridge the digital divide; 2) improve agencies' communications network enabling cutting edge ITS capabilities; and 3) enhance connectivity to small businesses which are the job creating engine of the economy

### Project Ideas

- Sites have been identified in the Early Action Plan
- Further develop sites with interested agencies to apply for CASF Broadband Infrastructure Grant Account



### Considerations

- What locations should take priority? What funding options best align with these?
- What actions are needed to implement the Q1-Q2 2024 grant strategy?

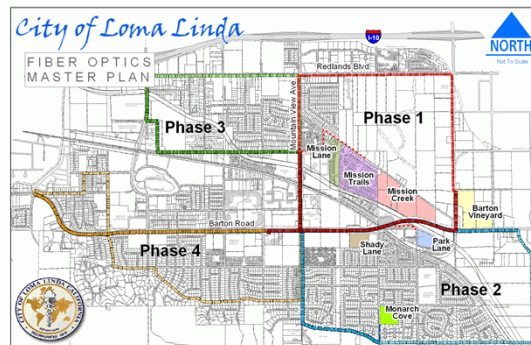


# Broadband Expansion Under Full Plan

### City of Ontario OntarioNet

Municipal broadband network models that include Small Business Users to expand upon...

### City of Loma Linda LLCCP



## Projects/Programs to take to the TTAC

- Alternative Fuels
- Traffic Management/Traveler Information
- Freight Management
- Transit



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## San Bernardino Smart County Early Action Plan

### Questions?



**cog**

San Bernardino  
Council of Governments

## *Minute Action*

AGENDA ITEM: 18

***Date:*** June 5, 2024

***Subject:***

2024 Update to the 10-Year Delivery Plan - Valley Transit Programs

***Recommendation:***

Receive report and provide comments on the planned update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.

***Background:***

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal and institutional issues associated with the administration and implementation of Measure I; including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates approval of the 2024 Update to the Delivery Plan (2024 Update) by the Board in September.

**Valley Metrolink/Rail Service Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 8% of the Measure I revenue collected in the Valley Subarea funds the Valley Metrolink/Rail Service Program, which for Fiscal Year 2024/2025 is estimated to be about \$16.5 million. The 2021 Update to the Delivery Plan (2021 Update) included estimated Metrolink/Rail Service Program project and operations costs over the 10-year period of \$726 ~~\$727~~ million with \$236 million from Measure I, \$7 million from local funds, \$17 million anticipated from fare revenues from operations, and \$370 million from state and federal funds, including \$135 million from competitive grant awards. There was an unfunded need of \$97 million for the Gold Line to Montclair and San Bernardino Line Double Track projects.

Since the adoption of the 2021 Update, construction has been completed on the Redlands Passenger Rail Project and passenger service began in October 2022; full funding has been identified for a reduced scope of the San Bernardino Line Double Track project; and the unfunded need on the Gold Line to Montclair project is currently unknown as the Foothill Gold Line Construction Authority has not provided current cost estimates. The ultimate unfunded amount will be known when bids are received for the design-build contract, currently scheduled for summer 2025.

*Entity: San Bernardino County Transportation Authority*

Table 1 below provides an overview of the projects that have been identified for development in the 2024 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2021 Update:

**Table 1. Valley Metrolink/Rail Service Program Delivery Plan Project Status**

Project	Schedule	Cost	Phase
Redlands Passenger Rail	√	+1.7M	Complete
Arrow Operations (annual cost)	N/A	+2.5M	On-going
San Bernardino Line Double Track*	+4 yr	-4M	Design
Gold Line to Montclair**	TBD	TBD	Procurement

\* Cost reflects reduced scope

\*\* Schedule dependent on funding availability for construction

### Valley Express Bus/Bus Rapid Transit Service Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, the Valley Express Bus/Bus Rapid Transit Service Program initially received 2% of revenue collected in the Valley until March 31, 2020. Effective April 1, 2020, the Board approved an increase to 5% through the end of the Measure in 2040, with the 3% coming from the Valley Major Streets Program. Program revenue for Fiscal Year 2024/2025 is estimated to be about \$10 million. The 2021 Update included estimated Express Bus/Bus Rapid Transit Service Program project and operations costs for the West Valley Connector Project over the 10-year period of \$328 million with \$69 million from Measure I, \$16 million from local and private funds, \$8 million anticipated from fare revenues from operations, and \$235 million from state and federal funds, including \$193 million from competitive grant awards.

Since the adoption of the 2021 Update, design was completed on the West Valley Connector Project, and construction is underway. SBCTA has been successful in securing additional grants including an additional \$19 million from the Transit and Intercity Rail Capital Program and \$8 million from Affordable Housing and Sustainable Communities Program. The project is fully funded with a current estimated capital project cost of \$320 million.

Table 2 below provides an overview of the current capital project status relative to the project scheduling and total project cost forecasts identified in the 2021 Update:

**Table 2. Valley Express Bus/Bus Rapid Transit Service Program Delivery Plan Project Status**

Project	Schedule	Cost	Phase
West Valley Connector	+1 yr	+33M	Construction

### Other Projects of Interest

This section of the Delivery Plan highlights projects that are significant to SBCTA and the region but do not use funding from a specific Measure I Program. The 2021 Update included four transit projects:

Diesel Multiple Unit (DMU) rail vehicle conversion to Zero Emission Multiple Unit (ZEMU) project, better known as the DMU to ZEMU – This innovative and transformative transit project is nearing completion with the ZEMU vehicle scheduled to be delivered to San Bernardino

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County for final testing in 2024. While there have been significant cost increases since the 2021 Update, SBCTA has been successful in securing additional Transit and Intercity Rail Capital Program funds to cover the increases.

ZEMU conversion of three Arrow Service DMUs – When the State initially awarded a \$30 million Transit and Intercity Rail Capital Program grant to develop the ZEMU technology, the State requested SBCTA convert the three DMUs procured for the Arrow Service. The 2021 Update included a project to convert all three DMUs to meet the goal of operating the entire Arrow Service corridor as a zero or low emission revenue operation. However, conversion of the vehicle will not be possible and purchase of new vehicles will be required, which significantly increases the cost of this initiative. The Board allocated \$9.2 million of Zero Emission Transit Capital Program funds to this project, which when combined with the \$7.5 million of existing funds will allow for the purchase of one vehicle, leaving an estimated unfunded need of \$26.5 million.

Ontario International Airport (ONT) Connector Project – An innovative four-mile sub-surface bi-directional tunnel system that will serve as an on-demand direct connection between ONT and the Rancho Cucamonga Metrolink Station using electric vehicles that are planned to be autonomous. Since the 2021 Update, the cost of the project has quadrupled as negotiations with The Boring Company were halted, increasing the unfunded need from \$60 million to \$467 million, which will require a significant infusion of grant funding as SBCTA does not have the financial resources to meet that shortfall.

Zero Emission Bus Replacement Initiative – This will replace current transit buses with zero emission buses to meet the California Air Resources Board’s Innovative Clean Transit regulation mandate. While the Zero Emission Bus Replacement Initiative procurements and costs will be expended by the transit operators in San Bernardino County, SBCTA will be required to nominate the projects to Southern California Association of Governments for funding; therefore, it is important to continue to include this as a project in the 2024 Update. By Board Policy No. 40001, Federal Congestion Mitigation and Air Quality (CMAQ) funds shall be considered as a significant source to fund transit capital projects and start-up operating expenses in accordance with CMAQ criteria. Recommendation of CMAQ funding for transit capital projects is to be made by SBCTA in a manner consistent with the Delivery Plan and plans developed by the transit operators and approved by the Board. The total additional costs for vehicles and infrastructure associated with this mandate included in the 10-year period for the 2021 Update was estimated at \$138 million, more than doubling the \$131 million that would traditionally be reserved for bus purchases and replacements, and CMAQ funds were reserved in SBCTA’s programming documents for most of this cost, although SBCTA is hopeful that competitive funding may replace a portion of the CMAQ funding. Staff will be working with each operator on their current replacement plan and funding needs for the 2024 Update.

Table 3 on the following page provides an overview of the current project status relative to the project scheduling and total project cost forecasts identified in the 2021 Update:



**Table 3. Other Projects of Interest Project Status**

Project	Schedule	Cost	Phase
DMU to ZEMU	+1 yr	+28M	Construction
Purchase of three Arrow ZEMUs*	√	+35M	Not Started
Ontario International Airport Connector*	+5 yr	+407M	Proj Development
Zero Emission Bus Replacement Initiative	N/A	N/A	On-going

\* Schedule dependent on funding availability for construction

### Revenue Forecast

The 2021 Update assumed that revenue would be increasing between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. Despite the pandemic and the initial concern about potential impacts to program revenue, the 2024 Update starts with a higher base value than projected in the 2024 Update, at an estimated \$249 million versus \$222 million in the 2021 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies five-year forecasts, and then inflation and real growth percentages consistent with the 2021 Update) also indicate increased cumulative collections, increasing the \$6.9 billion total revenue in the 2021 Update to \$7.6 billion projected in the 2024 Update. A comparison of the forecasts in the 2021 Update to preliminary forecasts in the 2024 Update is presented in Tables 4 and 5 below. Projects included in the Other Projects of Interest do not use Measure I Program funds, so there is no program revenue comparison.

**Table 4. Valley Metrolink/Rail Service Program Revenue Comparison  
2021 Update vs 2024 Update (1,000s)**

Period	2021 Update	2024 Update	Change
FY2010/2011 – 2023/2024	\$151,791	\$162,136	+\$10,345
FY2024/2025 – 2033/2034	\$169,753	\$187,448	+\$17,695
FY2034/2035 – 2039/2040	\$130,218	\$143,010	+\$12,792
TOTAL	\$451,762	\$492,594	+\$40,832
Uncommitted Balance through 2040*	\$9,700	\$0	-\$9,700

\*Reflects increased security costs on Arrow service

**Table 5. Valley Express Bus/Bus Rapid Transit Service Program Revenue Comparison  
2021 Update vs 2024 Update (1,000s)**

Period	2021 Update	2024 Update	Change
FY2010/2011 – 2023/2024	\$58,013	\$64,479	+\$6,466
FY2024/2025 – 2033/2034	\$106,096	\$117,155	+\$11,059
FY2034/2035 – 2039/2040	\$81,386	\$89,381	+\$7,995
TOTAL	\$245,495	\$271,015	+\$25,520
Uncommitted Balance through 2040	\$125,000	TBD	TBD

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### **Bonding Analysis**

The bonding analysis for the 2024 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

Unlike Delivery Plans prior to the 2021 Update, there is no longer a need to bond for the Valley Metrolink/Rail Service Program or the Valley Express Bus/Bus Rapid Transit Service Program. This is because of a combination of higher Measure I revenues actually received versus estimates, strategically expending other funding sources prior to Measure I for the Redlands Passenger Rail Project, and significant competitive funding awarded to the West Valley Connector Project.

SBCTA is proactive to identify appropriate funding sources for long-term operations and maintenance when considering the funding of capital projects and the sustainability of fund sources. The bonding model is developed to take advantage of CMAQ funds for a portion of initial operating costs on new transit service, as new service expenses are eligible for CMAQ funding for up to the first five years. Low Carbon Transit Operations Program (LCTOP) funds are also used where available for fare subsidies while establishing ridership on new service, although LCTOP funding is not a significant source of funding. After CMAQ and LCTOP assumptions are applied, and fare revenue is estimated, funding for operating costs for new service are expected to be funded as such: Gold Line and ONT Connector with Local Transportation Funds (LTF); Arrow Service, stemming from the Redlands Passenger Rail Project, with Metrolink/Rail Service Program funds and LTF; West Valley Connector with Valley Express Bus/Bus Rapid Transit Service Program funds; and ONT Connector with LTF.

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

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

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

This item was received by the Transit Committee on May 9, 2024.

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

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 19

***Date:*** June 5, 2024

***Subject:***

2024 Update to the 10-Year Delivery Plan - Valley Highway Programs

***Recommendation:***

Receive report and provide comments on the planned update to the 10-Year Delivery Plan for the Valley Freeway Projects Program, Freeway Interchange Projects Program, and Valley Major Streets Program.

***Background:***

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County of San Bernardino. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2024 Update to the 10-Year Delivery Plan (2024 Update) for approval by the Board in September 2024.

**Valley Freeway Projects Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 29% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Projects Program, which for Fiscal Year 2024/2025 is estimated to be about \$59.7 million. The 2021 Update to the 10-Year Delivery Plan (2021 Update) included estimated Valley Freeway Projects Program project costs over the 10-year period of \$2.3 billion with \$873 million coming from Measure I, \$225 million from toll revenues, and the balance from state, federal, and local funds. There was an unfunded need of \$180 million identified that has since been partially filled.

Since the adoption of the 2021 Update, construction is complete on the State Route (SR) 210 Lane Addition Project and 95% complete on the Interstate 10 (I-10) Corridor Contract 1. Construction has begun on the I-10 Eastbound Truck Climbing Lane Project in the City of Yucaipa, and construction will soon begin on the Interstate 15 (I-15) Corridor Contract 1 Project, which will connect with the I-15 express lanes in Riverside County and continue to Foothill Boulevard. The Interstate 215 (I-215) Bi-County Landscaping project was delayed to combine it with the I-215 Segment 5 landscaping for construction, which is expected to commence in March 2025.

*Entity: San Bernardino County Transportation Authority*

SBCTA evaluated options for the next express lanes project to be developed for construction, but significant construction cost increases over the last several years has led to a sequenced approach to construction on I-10 and I-15. In October 2021 the Board approved a single lane strategy for the next segment of the I-10 Corridor Project, consistent with the State of California’s Guiding Principles for Transportation Investment that would provide a single lane express lane in each direction from I-15 to Pepper Avenue in the City of Colton, now referred to as I-10 Corridor Freight and Express Lanes Project – Contract 2. The 2021 Update included project development funding for this project and an assumed match for future grant funding for construction. SBCTA was successful in securing \$75 million toward the \$180 million unfunded need from the competitive Trade Corridor Enhancement Program (TCEP) for this project. The 2021 Update indicated the need to bond for \$304 million through 2028 to construct projects on the schedule provided. While some state and federal funding can be used to address the significant cost increases in this program, the analysis for the 2024 Update will determine if additional bonding is required or if bonding is required prior to 2026. SBCTA staff will be looking for opportunities for short-term borrowing or internal cash flow borrowing to reduce the long-term impact to the interchange program.

Table 1 below provides an overview of the projects that have been identified for development in the 2024 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2021 Update:

**Table 1. Valley Freeway Projects Program Delivery Plan Project Status**

<b>Project</b>	<b>Schedule</b>	<b>Cost</b>	<b>Phase</b>
I-215 Bi-County Landscaping	+2 yr	-2M	Landscape
SR 210 Lane Addition	√	+10M	Complete
I-10 Corridor Contract 1	+1 yr	+34M	Design-Build
I-15 Corridor Contract 1	+1 yr	+115M	Pre-Construction
I-10 Corridor Contract 2	√	+19M	Design
I-10 Truck Climbing Lane	+2 yr	+3M	Construction
I-215/Mount Vernon Avenue/Washington Street Bridge*	+1 yr	√	Construction

\* SBCTA has a financial contribution only to this Caltrans project

### **Valley Freeway Interchange Projects Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 11% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Interchange Projects Program, which for Fiscal Year 2024/2025 is estimated to be about \$22.6 million.

The 2021 Update included estimated Valley Freeway Interchange Projects Program project costs over the ten-year period of \$451 million with \$260 million coming from Measure I, \$130 million from local funds, and the balance from state and federal funds. There was an unfunded need of \$22 million identified that remains unfunded. Approval of the 2021 Update included construction of all of the 10 highest priority interchanges.

In addition to the top 10 interchanges, two Tier 2 interchanges were added to the Delivery Plan in the 2017 Update as a result of the on-going development of the I-10 Corridor Contract 1 Project. This included improvements to the I-10/Monte Vista Avenue, I-10/Euclid Avenue, and I-10/Vineyard Avenue Interchanges. Additionally a \$40 million reserve was established for the Interchange Phasing Program.

San Bernardino County Transportation Authority

Since establishment of the Interchange Phasing Program, only the City of Yucaipa and City of San Bernardino have entered the program for the I-10/Wildwood Canyon Road Interchange and SR 210/Waterman Avenue Interchange, respectively. Additionally, interest has been expressed by the Cities of Highland and Ontario for some of their eligible interchanges. No other changes are proposed to the project list for the 2024 Update.

As projects are developed, typical delays were encountered and the funding picture has changed since the 2021 Update, with significant estimated cost increases in the I-10/Mount Vernon Avenue Interchange that is largely funded with Measure I. The 2021 Update indicated the need to bond for \$97 million in 2026 to construct all of the projects. The analysis for the 2024 Update will determine if additional bonding is required or if bonding is required prior to 2026. SBCTA staff will be looking for opportunities for short-term borrowing or internal cash flow borrowing to reduce the long-term impact to the interchange program.

Table 2 below provides an overview of the current project status relative to the project scheduling and total project cost forecasts identified in the 2021 Update:

**Table 2. Valley Freeway Interchange Projects Program Delivery Plan Project Status**

Project	Schedule	Cost	Phase
I-10/Cedar Avenue IC	+6 mo	+3M	Construction
SR 210/Base Line IC	√	-2M	Complete
SR 60/Central Avenue IC	√	√	Complete
I-10/University Street IC	√	+1M	Complete
I-215/University Parkway IC	+1 yr	+4M	Pre-construction
I-10/Alabama Street IC	√	√	Complete
SR 60/Archibald Avenue IC	√	√	Complete
I-10/Mount Vernon Avenue IC	+1 yr	+23M	Design
I-10/Riverside Avenue IC Phase 2*	TBD	TBD	Design
I-15/Base Line Road IC - AEA	N/A	N/A	Close-out
I-10/Euclid Avenue IC**	+1 yr	√	Design-Build
I-10/Monte Vista Avenue IC**	+1 yr	√	Design-Build
I-10/Vineyard Avenue IC**	+1 yr	√	Design-Build
SR 210/Waterman Avenue IC (Phasing Program)	+1 yr	+2M	Design
I-10/Wildwood Canyon IC (Phasing Program)*	N/A	+1M	Environmental
Interchange Phasing Program	N/A	N/A	N/A

\* City is project lead agency

\*\* Project costs are included in the Freeway Program - I-10 Corridor Contract 1 project.

### Valley Major Streets Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 17% of the Measure I revenue collected in the Valley Subarea funds the Valley Major Streets Projects Program, of which the grade separation sub-program receives 20% and the arterial sub-program receives 80%. For Fiscal Year 2024/2025 the total Valley Major Streets Program revenue is estimated to be about \$35 million. The 2021 Update included estimated Valley Major Streets Program project costs over the 10-year period of \$228 million with \$11 million coming from San Bernardino County Transportation Authority

Measure I, \$37 million from local funds, and the balance from state and federal funds. The near-term revenue for the grade separation sub-program is almost entirely dedicated to debt service, and SBCTA only constructs projects in the arterial sub-program at the request of local jurisdictions. As such, no new projects are proposed in the Valley Major Streets Program from the projects that were included in the 2021 Update: the Mount Vernon Avenue Viaduct Project that reconstructs the Mount Vernon Avenue bridge over the BNSF Railway intermodal yard in the City of San Bernardino and the 4<sup>th</sup> Street bridge at I-10 in the City of Ontario that is being reconstructed as part of the I-10 Corridor Contract 1 Project.

Table 3 below provides an overview of the current status relative to the project scheduling and total project cost forecasts identified in the 2021 Update:

**Table 3. Valley Major Streets Program Delivery Plan Project Status**

<b>Project</b>	<b>Schedule</b>	<b>Cost</b>	<b>Phase</b>
Mount Vernon Avenue Viaduct	+1 yr	+10M	Design-Build
I-10 at 4 <sup>th</sup> Street Bridge	+1 yr	√	Design-Build

### Revenue Forecast

The 2021 Update assumed that revenue would be increasing between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. Despite the pandemic and the initial concern about potential impacts to program revenue, the 2024 Update began with a base value estimated at \$249 million, which is higher than the \$222 million projected in the 2021 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies five-year forecasts, and then inflation and real growth percentages consistent with the 2021 Update going forward) also indicate increased cumulative collections, increasing the \$6.9 billion total revenue in the 2021 Update to \$7.6 billion projected in the 2024 Update. A comparison of the forecasts in the 2021 Update to preliminary forecasts in the 2024 Update is presented in Tables 4, 5, and 6 (below and on the following page).

**Table 4. Valley Freeway Projects Program Revenue Comparison  
2021 Update vs 2024 Update (1,000s)**

<b>Period</b>	<b>2021 Update</b>	<b>2024 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$550,241	\$587,742	+\$37,501
FY2024/2025 – 2033/2034	\$615,355	\$679,497	+\$64,142
FY2034/2035 – 2039/2040	\$472,041	\$518,410	+\$46,369
TOTAL	\$1,637,637	\$1,785,649	+\$148,012
Uncommitted Balance through 2040	\$338,000	TBD	TBD

**Table 5. Valley Freeway Interchange Projects Program Revenue Comparison  
2021 Update vs 2024 Update (1,000s)**

<b>Period</b>	<b>2021 Update</b>	<b>2024 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$208,712	\$222,937	+\$14,225
FY2024/2025 – 2033/2034	\$233,411	\$257,740	+\$24,329

FY2034/2035 – 2039/2040	\$179,050	\$196,638	+\$17,588
TOTAL	\$621,173	\$677,315	+\$56,142
Uncommitted Balance through 2040	\$161,000	TBD	TBD

**Table 6. Valley Major Streets Program Revenue Comparison  
 2021 Update vs 2024 Update (1,000s)**

Period	2021 Update	2024 Update	Change
FY2010/2011 – 2023/2024	\$359,411	\$381,395	+\$21,984
FY2024/2025 – 2033/2034	\$360,726	\$398,326	+\$37,600
FY2034/2035 – 2039/2040	\$276,713	\$303,895	+\$27,182
TOTAL	\$996,850	\$1,083,616	+\$86,766
Uncommitted Balance through 2040*	\$54,000	TBD	TBD

\*Preliminary estimate for grade separation sub-program

**Bonding Analysis**

The bonding analysis for the 2024 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

As in previous Delivery Plans there will be a need to bond for both the Valley Freeway Projects Program and the Valley Freeway Interchange Projects Program. Staff is anticipating the need to bond beginning in Fiscal Year 2025/2026 if there is sufficient capacity for short-term financing or cash flow borrowing between Measure I Programs until that time. The majority of near-term grade separation sub-program funding is dedicated to debt service on prior bond issuances.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the Board of Directors Metro Valley Study Session on May 9, 2024.

**Responsible Staff:**

Andrea Zureick, Director of Fund Administration

Approved  
 Board of Directors  
 Date: June 5, 2024

Witnessed By:

## *Minute Action*

AGENDA ITEM: 20

***Date:*** June 5, 2024

***Subject:***

State Legislative Update

***Recommendation:***

Receive and file the May 2024 State Legislative Update.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on May 8, 2024, on status of legislative bills SBCTA has taken positions on, policy committee hearings in the current legislative session, as well as budget talks between Governor Newsom and Legislative leadership, and the projected state budget deficit.

**Legislative Session**

The month of April 2024 was consumed by lengthy policy committee hearings in both the Senate and Assembly to meet their legislative deadlines. April 26, 2024, was the deadline for bills in their first house to be passed out of their respective policy committees if the bills had a fiscal impact to the state. Therefore, the days leading up to that deadline saw hundreds of bills move through committees.

Once advanced out of the policy committee stage, legislation moved to the respective Appropriations Committee for a debate on the fiscal aspects of the bill. Bills must be passed out by their respective Appropriations Committees by May 17, 2024 and their house of origin by May 24, 2024.

**State Budget**

The Department of Finance published its April Finance Bulletin, which provides an economic update and cash report. According to the bulletin, the cash receipts were \$243 million, or 1.6 percent, below the 2024-25 Governor Gavin Newsom's (Governor) Budget forecast for March 2024, and \$5.8 billion, or 4 percent, below the fiscal year-to-date forecast of \$146.0 billion. Final personal income tax and corporation tax payments for tax year 2023 due in mid-April will provide a more complete picture on cash receipts related to tax year 2023.

The Governor will release his May Revise, which reflects changes to his proposed budget based on the latest economic forecasts. The May Revise will mark the start of what will be a month of negotiations with legislators. The budget, with any legislative adjustments, must be finalized by June 15, 2024, in time for the Governor to sign the package and the new fiscal year to begin on July 1, 2024.

**Early Action Budget Items**

The Governor, Assembly Speaker and Senate Pro Tem announced a \$17 billion agreement to address California's budget shortfall that includes reductions, revenue and borrowing, delays and deferrals, and cost shifts. This early action package, which was quickly reviewed by legislative committees and signed by the Governor on April 15, 2024, set a foundation for final budget negotiations while protecting core programs and utilizing about half of the state's reserves.

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



## Board of Directors Agenda Item

June 5, 2024

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The budget bill contained two noteworthy provisions in Section 74 and 77 which required the Department of Finance to send two letters to the Joint Legislative Budget Committee within 7 days.

The first letter, required by Section 77, memorializes the early action agreement items previously released by the Senate and Assembly. This is important, because many items in the agreement concerned 2024-25 budget plans that cannot be reflected in an enrolled budget bill until June 2024, this notification was planned to record the \$17.3 billion of changes to previously planned General Fund spending.

The second notification, as mandated by Section 74, announces the administration's plan to issue directives for suspending further expenditures of certain one-time appropriations from the Budget Acts of 2021, 2022, and 2023. This measure aims to provide policymakers with additional options to balance the budget in June 2024, following a review period by the Joint Legislative Budget Committee (JLBC).

These notifications allow the JLBC a standard review period of 7-10 days to offer advice on legislative intent or dispute anything included in the letters.

Attachment A contains a list of legislative bills that the SBCTA/San Bernardino Associated Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the Legislative Policy Committee on May 8, 2024.

**Responsible Staff:**

Louis Vidaure, Legislative Analyst

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## SAN BERNARDINO COUNTY

## TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)

## LEGISLATIVE BILL POSITIONS - May 2024

## ATTACHMENT A

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 6 (Friedman)	Would require the California Air Resources Board to establish additional greenhouse gas emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations, such as the Southern California Association of Governments, regarding technical methodology in developing their Regional Transportation Plan and Sustainable Community Strategy.	Failed Policy Committee deadline, two-year bill. (7/14/23)	Oppose	6/14/2023
AB 7 (Friedman)	Would require the project selection process for transportation infrastructure projects funded by certain state transportation accounts to incorporate federal principles that promote accessibility, climate change, the environment, resilience, safety, timeliness, among other principles	Failed to be voted upon on Senate Floor, two-year bill. (9/14/23)	Oppose	6/14/2023
AB 2590 (Reyes)	Would amend the California Public Utilities Code to increase the monetary thresholds of certain procurement processes for supplies, equipment and materials that are utilized for SBCTA projects.	Referred to Asswembly Local Government Committee. (3/21/24)	Sponsor Support	2/14/2024
AB 2645 (Lackey)	Would require agencies that operate tolling facilities to cooperate with law enforcement in the event an emergency alert is issued.	Passed out of Assembly Transportation Committee and referred to Assembly Appropriations Committee (4/23/24)	Support	4/10/2024

Attachment: Bill position matrix 5-24 (10615 : State Legislative Update)

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)  
LEGISLATIVE BILL POSITIONS - May 2024

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 2535 (Bonta)	Would alter the Trade Corridor Enhancement Program to support zero emission freight infrastructure and restrict projects that expand certain highway projects.	Passed out of Assembly Transportation Committee and referred to Assembly Appropriations Committee (4/23/24)	Oppose	4/10/2024

Attachment: Bill position matrix 5-24 (10615 : State Legislative Update)

Status Report

ATTACHMENT B

Thursday, April 25, 2024

**AB 6 Friedman D ( Dist. 44) Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires that each regional transportation plan also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively. This bill would require the state board, after January 1, 2024, and not later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

**Position: Oppose**

**AB 7 Friedman D ( Dist. 44) Transportation: planning: project selection processes.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Transportation Agency is under the supervision of the Secretary of Transportation, who has the power of general supervision over each department within the agency. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects. On and after January 1, 2025, and to the extent applicable, feasible, and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified goals into program funding guidelines and processes.

**Position: Oppose**

**AB 295 Fong, Vince R ( Dist. 32) Residential real property: foreclosure.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust and prescribes a procedure for the exercise of that power. This bill would prohibit a person from contacting, soliciting, or initiating communication with an owner to claim the surplus funds from a foreclosure sale of the owner's residence before 90 days after the trustee's deed has been required.

**AB 382 Cervantes D ( Dist. 58) High-occupancy vehicle lanes: County of Riverside.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a regional transportation agency, in cooperation with the Department of Transportation, to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes, including administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit. Current law authorizes a value pricing and transit program involving HOT lanes to be developed and operated on State Highway Route 15 in the County of Riverside by the Riverside County Transportation Commission. Current law requires the Department of Transportation to report to the transportation policy committees of the Legislature, on or before January 1, 2020, on the feasibility and appropriateness of limiting the

Attachment: Bill Report May 2024 (10615 : State Legislative Update)

use of high-occupancy vehicle lanes to high-occupancy vehicles and eligible vehicles, as defined, only during hours of heavy commuter traffic on both State Route 91 between Interstate 15 and Interstate 215 in the County of Riverside, and State Route 60 in the County of Riverside. Separate from that report, this bill would require the Transportation Agency, on or before January 1, 2025, to report to the transportation policy committees of the Legislature on that same topic and on the feasibility and appropriateness of removing from high-occupancy vehicle lanes in the County of Riverside, except for certain high-occupancy toll lanes, any double parallel solid lines to restrict the entrance into or exit from those lanes, including the use of the appropriate markings and signage.

**Position: Watch**

**AB 591 Gabriel D ( Dist. 46) Electric vehicle service equipment: connectors and public accessibility.**

**Location: SENATE 2 YEAR**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Would require that any electric vehicle service equipment that is capable of charging a light-duty electric vehicle and is installed or substantially retrofitted, as defined, except for private use at a single-family residence or multifamily residence, include a universal connector, as defined, and be publicly accessible. The bill would require an owner or operator of CHAdeMO electric vehicle service equipment, as defined, that is in operation on January 1, 2024, except where it is located at a single-family residence or multifamily residence and is only for private use, to maintain the CHAdeMO electric vehicle service equipment in good working condition until at least January 1, 2029.

**AB 627 Jackson D ( Dist. 60) Drayage trucks: voucher incentive project.**

**Location: SENATE RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Current law establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases. The state board, in this capacity, administers the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project under which the agency issues a limited number of vouchers to incentivize the purchase and use of zero-emission commercial vehicles. The Budget Act of 2023 appropriated funds from the Greenhouse Gas Reduction Fund to the state board for zero-emission drayage trucks to be administered through the project and, in expending those funds, requires the state board, before January 1, 2025, to limit the number and award amount levels under the project based on fleet size. This bill would require the state board to ensure that a voucher provided under the project for the purchase of a new, or the retrofit of a used, drayage truck is provided to an operator in an amount determined pursuant to a sliding scale established by the state board, based on the number of drayage trucks the operator owns. In administering the project, the bill would require the state board to prioritize the award of those vouchers to operators meeting certain criteria.

**Position: Watch**

**AB 761 Friedman D ( Dist. 44) Local finance: enhanced infrastructure financing districts.**

**Location: SENATE RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Current law authorizes the legislative body of a city or a county to designate a proposed enhanced infrastructure financing district by adopting a resolution of intention to establish the proposed district which, among other things, is required to state that an enhanced infrastructure financing district is proposed and describe the boundaries of the proposed district. Current law requires the public financing authority to direct the preparation of and adopt an infrastructure financing plan consistent with the general plan and any relevant specific plan, and consisting of, among other things, a financing section. Current law requires that the financing section include a plan for financing the public facilities, a limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan, and a date, either not more than 45 years from the date on which the issuance of the bonds is approved for the plan on

Attachment: Bill Report May 2024 (10615 : State Legislative Update)

which the district will cease to exist, by which time all tax allocation to the district will end, or, where the district is divided into project areas, a date on which the infrastructure financing plan will cease to be in effect and all tax allocations to the district will end and a date on which the district’s authority to repay indebtedness with incremental tax revenues will end, as specified. This bill, for plans proposed on or after January 1, 2024, would specify that for the purpose of development and construction of passenger rail projects in the County of Los Angeles where at least 75% of the revenue from the district is used for debt service on a federal Transportation Infrastructure Finance and Innovation Act loan, the date on which the district will cease to exist shall not be more than 75 years from the date of the issuance of bonds or approval of a loan, as specified. This bill would make legislative findings and declarations as to the necessity of a special statute for specified districts enacted primarily for the purpose of development and construction of zero-emission mass transit projects.

**Position: Watch**

**AB 817 Pacheco D ( Dist. 64) Open meetings: teleconferencing: subsidiary body.**

**Location: SENATE RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act requires, with specified exceptions, each legislative body of a local agency to provide notice of the time and place for its regular meetings and an agenda containing a brief general description of each item of business to be transacted. The act also requires that all meetings of a legislative body be open and public, and that all persons be permitted to attend unless a closed session is authorized. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. Current law authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency (emergency provisions) and, until January 1, 2026, in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency’s jurisdiction and other requirements are met (nonemergency provisions). This bill, until January 1, 2026, would authorize a subsidiary body, as defined, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. In order to use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.

**AB 849 Garcia D ( Dist. 36) Community emissions reduction programs.**

**Location: SENATE 2 YEAR**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board’s selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-

Attachment: Bill Report May 2024 (10615 : State Legislative Update)

effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed. Current law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority. This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies. By imposing additional duties on air districts, this bill would impose a state-mandated local program.

**AB 930 Friedman D ( Dist. 44) Local government: Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the legislative bodies of 2 or more cities or counties to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would authorize a special district to join a RISE district, by resolution, as specified. The bill would require the Office of Planning and Research (OPR) to develop guidelines for the formation of RISE districts no later than November 30, 2026. The bill would provide for the establishment of a governing board of a RISE district with representatives of each participating local government.

**AB 1008 Bauer-Kahan D ( Dist. 16) The Western Joshua Tree Conservation Act.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Endangered Species Act requires the Fish and Game Commission (commission) to establish a list of endangered species and a list of threatened species and to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, as specified, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except in certain situations. Under the act, the Department of Fish and Wildlife may authorize the taking of listed species pursuant to an incidental take permit if the taking is incidental to an otherwise lawful activity, the impacts are minimized and fully mitigated, and the issuance of the permit would not jeopardize the continued existence of the species. A violation of the provisions of the Fish and Game Code is a crime. This bill, the Western Joshua Tree Conservation Act, would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided pursuant to existing law or by paying a specified fee.

**Position:** Watch

**AB 1333 Ward D ( Dist. 78) Residential real property: bundled sales.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2031, for purposes of the exercise of a power of sale, prohibits a trustee from bundling properties for the purpose of sale, instead requiring each property to be bid on separately, unless the deed of trust or mortgage provides otherwise. Current law also prohibits specified institutions that, during their immediately preceding annual reporting period, as established with their primary regulator, foreclosed on 175 or more residential real properties, containing no more than 4 dwelling units, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, at least 2 of which have been acquired through foreclosure under a mortgage or deed of trust. This bill would prohibit a developer of residential one to 4 dwelling units, inclusive, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, in a single transaction to an institutional investor, as defined, if the occupancy permit was issued on c

after January 1, 2025.

**AB 1335 Zbur D ( Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires specified designated transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system, as described. Current law requires the plan to include specified information, including a sustainable communities strategy prepared by each metropolitan planning organization, and requires each transportation planning agency to adopt and submit, every 4 years, an updated plan to the California Transportation Commission and the Department of Transportation. Current law requires the sustainable communities strategy to include specified information, including an identification of areas within the region sufficient to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and an identification of areas within the region sufficient to house an 8-year projection of the regional housing need for the region, as specified. This bill would additionally require each metropolitan planning organization to include in the sustainable communities strategy the total number of new housing units necessary to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and the total number of new housing units necessary to house the above-described 8-year projection, as specified.

**AB 1348 Grayson D ( Dist. 15) State government: Controller: claims audits.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities and the state. Existing law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would authorize the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits if the Controller’s office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters’ intent. The bill would also authorize the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law. The bill would require, if an audit is conducted as specified, the Controller to provide a report with specified information from these audits to the Legislature by June 30 following the completion of the audit and would require the Controller to allow all auditees in the report a reasonable period of time to review and comment on the section of the report relating to the auditee, as described. The bill would make related legislative findings and declarations.

**AB 1777 Ting D ( Dist. 19) Autonomous vehicles.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the operation of an autonomous vehicle on public roads for testing purposes by a driver who possesses the proper class of license for the type of vehicle operated if specified requirements are satisfied. Current law prohibits the operation of an autonomous vehicle on public roads until the manufacturer submits an application

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to the Department of Motor Vehicles, as specified, and that application is approved. Current law requires the department to adopt regulations setting forth requirements for the submission and approval of an application, including, among other things, any testing, equipment, and performance standards the department concludes are necessary to ensure the safe operation of autonomous vehicles on public roads, as specified. This bill would require manufacturers, by July 1, 2026, to comply with certain requirements, including, among other things, to maintain a dedicated emergency response telephone line that is available for emergency response officials, as defined, and to equip each autonomous vehicle with a 2-way voice communication device that enables emergency response officials that are near the vehicle to communicate effectively with a remote human operator, as specified. The bill would authorize an emergency response official to issue a geofencing message, as defined, to a manufacturer and would require a manufacturer to direct an autonomous vehicle in the affected area to leave or avoid the area within 2 minutes of receipt of a geofencing message, as specified. If an autonomous vehicle does not have a person in the driver’s seat and commits a violation of the Vehicle Code, or has a person in the driver’s seat but commits the violation while the autonomous technology is engaged, the bill would require the manufacturer to be cited for the violation. If an autonomous vehicle has a person in the driver’s seat and commits a violation of the Vehicle Code while the autonomous technology is not engaged, the bill would require the driver to be cited for the violation.

**AB 1837 Papan D ( Dist. 21) San Francisco Bay area: public transit: Regional Network Management Council.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. Current law requires the commission to adopt rules and regulations to promote the coordination of fares and schedules for all public transit systems within its jurisdiction, as specified. This bill would create the Regional Network Management Council as an 11-member council to represent the interests of its stakeholders, to provide leadership and critical input on regional transit policies, and to provide executive guidance on regional transit policies and actionable implementation plans in pursuit of transformative improvements in the customer experience San Francisco Bay area transit. The bill would require the commission to facilitate the creation of the council.

**AB 1889 Friedman D ( Dist. 44) conservation element: wildlife and habitat connectivity.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including land use, housing, and conservation elements, as specified. Current law requires the conservation element to consider the effect of development within the jurisdiction on natural resources located on public lands. This bill would additionally require the conservation element to consider the effect of development within the jurisdiction on the movement of wildlife and habitat connectivity. The bill would require the conservation element, upon the next update of one or more elements on or after January 1, 2026, to, among other things, identify and analyze connectivity areas, permeability, and natural landscape areas within the jurisdiction, identify and analyze existing or planned wildlife passage features, and consider the impacts of development and the barriers caused by development to wildlife and habitat connectivity. The bill would authorize a city, county, or city and county to incorporate by reference into their general plan an existing plan that meets these requirements. The bill would require authorize a city, county, or city and county preparing to update its conservation element to consider incorporating appropriate standards, policies, and zoning, implementation programs, consult with specified entities, and consider relevant best available science.

**AB 1893 Wicks D ( Dist. 14) Housing Accountability Act: housing disapprovals: required local findings.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The Housing Element Law prescribes requirement for a city’s or county’s preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. The Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households unless the local agency makes written findings as to one of certain sets of conditions, as specified. Under the act, one set of conditions available to a local agency for the finding necessary to disapprove a housing development project for very low, low-, or moderate-income household is that (A) the jurisdiction has adopted a housing element that is in substantial compliance with the Housing Element Law, and (B) the jurisdiction has met or exceeded its share of the regional housing need allocation for the planning period for the income category proposed for the housing development project. Current law defines “housing for very low, low-, or moderate-income households” for purposes of the Housing Accountability Act to mean at least 20% of the total units shall be sold or rented to lower income households or 100% of the units are sold or rented to persons and families of moderate income. This bill would revise that definition to mean at least 10% of the units are dedicated to lower very low income households, 100% of the units are dedicated to lower income households at an affordable rent consistent with rent limits established by the California Tax Credit Allocation Committee, 100% of the units are sold or rented to persons and families of moderate income, or the housing development consists of 10 units or fewer.

**AB 1904 Ward D ( Dist. 78) Transit buses: yield right-of-way sign.**

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a transit bus in the Santa Cruz Metropolitan Transit District and the Santa Clara Valley Transportation Authority to be equipped with a yield right-of-way sign on the left rear of the bus if the applicable entity approves a resolution requesting that this section be made applicable to it. Current law requires the sign to be designed to warn a person operating a motor vehicle approaching the rear of the bus that the bus is entering traffic and be illuminated by a red flashing light when the bus is signaling in preparation for entering a traffic lane after having stopped to receive or discharge passengers. This bill would expand the authorization to equip transit buses, as described above, to apply to any transit agency if the transit agency approves a resolution that this authorization be made applicable to it.

**AB 1957 Wilson D ( Dist. 11) Public contracts: best value construction contracting for counties.**

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes a pilot program to allow the Counties of Alameda, Los Angeles, Monterey, Riverside, San Bernardino, San Diego, San Mateo, Santa Clara, Solano, and Yuba to select a bidder on the basis of best value, as defined, for construction projects in excess of \$1,000,000. Current law also authorizes these counties to use a best value construction contracting method to award individual annual contracts, not to exceed \$3,000,000, for repair, remodeling, or other repetitive work to be done according to unit prices, as specified. Current law establishes procedures and criteria for the selection of a best value contractor and requires that bidders verify specified information under oath. Current law requires the board of supervisors of a participating county to submit a report that contains specified information about the projects awarded using the best value procedures described above to

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the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee before March 1, 2024. Current law repeals the pilot program provisions on January 1, 2025. This bill would instead authorize any county of the state to utilize this program and would extend the operation of those provisions until January 1, 2030. The bill would instead require the board of supervisors of a participating county to submit the report described above to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee before March 1, 2029.

**AB 2006 Mathis R ( Dist. 33) Sales and Use Tax Law: exemption: over-the-counter medication.**

**Location:** ASSEMBLY REV. & TAX SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Sales and Use Tax Law provides various exemptions from those taxes. This bill would, until January 1, 2030, exempt from those taxes the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, over-the-counter medication, as defined.

**AB 2023 Quirk-Silva D ( Dist. 67) Housing element: inventory of land: rebuttable presumptions.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Housing Element Law prescribes requirements for a city’s or county’s preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. Current law requires the housing element to include an inventory of land suitable and available for residential development. If the inventory of sites does not identify adequate sites to accommodate the need for groups of all household income levels, as provided, current law requires that the local government rezone sites within 3 years after the date the housing element is adopted or within one year if the local government fails to adopt a housing element that the department finds to be in substantial compliance with the Housing Element Law within 120 days of the statutory deadline to adopt the housing element. This bill, for the 7th and each subsequent revision of the housing element, would require a local government to complete the rezoning of sites within one year of the statutory deadline for the adoption of the housing element or the earlier of 3 years after the date the housing element is adopted or 90 days after receipt of comments from the department, as specified, if the local government satisfies certain requirements, including submitting a draft element or draft amendment to the department for review within specified timeframes and adopting a draft element or draft amendment that the department finds to be insubstantial compliance with the Housing Element Law, as specified.

**AB 2029 Jackson D ( Dist. 60) Electric vehicle charging stations assessment.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

This bill would require the Energy Commission, beginning January 1, 2025, to biennially conduct an assessment, in consultation with applicable state and federal agencies, of the abundance of electric vehicle charging stations, as defined, with electric vehicle charging station-related accessibility requirements and related guidance from relevant state and federal agencies, as provided. The bill would require the biennial assessment to include a biennial report, and would require the Energy Commission to submit the report to the Legislature concurrently with the Energy Commission’s updates to the statewide assessment of the electric vehicle charging infrastructure. The bill would repeal these provisions on January 1, 2036.

**AB 2086 Schiavo D ( Dist. 40) Transportation funding: California Transportation Plan: public dashboard.**

**Location:** ASSEMBLY APPR.

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2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	20.b
	1st House				2nd House								

Current law requires the Department of Transportation to prepare the California Transportation Plan for submission to the Governor and the Legislature as a long-range planning document that incorporates various elements and is consistent with specified expressions of legislative intent. Current law requires the department to complete the 3rd update to the plan by December 31, 2025, and to update the plan every 5 years thereafter. This bill would require the California Transportation Plan to also include a financial element that summarizes the full cost of plan implementation, a summary of available revenues through the planning period, and an analysis of what is feasible within the plan if constrained by a realistic projection of available revenues, as specified.

**AB 2087 Alanis R ( Dist. 22) California Environmental Quality Act: disclosure: identity and interests.**

**Location:** ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA requires the courts to give an action or proceeding alleging noncompliance with CEQA preference over all other civil actions. CEQA requires superior courts in counties with a population of more than 200,000 people to designate one or more judges to develop expertise in CEQA and certain related laws so that those judges will be available to hear and quickly resolve actions or proceedings alleging noncompliance with CEQA. This bill would require, in all actions or proceedings brought pursuant to the provisions of CEQA, that a filing party include with the filing a disclosure of the identity and interests of the party, as provided. The bill would authorize a court to request more information as needed, including, but not limited to, financial statements and testimony, in the event a filing party that has previously brought an action or proceeding concerning a project makes a subsequent filing in an action or proceeding concerning the same project. Because the bill would impose additional duties on a lead agency that is a filing party to an action or proceeding, the bill would impose a state-mandated local program.

**AB 2090 Irwin D ( Dist. 42) Office of Farm to Fork: food deserts: transportation.**

**Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Office of Farm to Fork to work with transportation agencies to increase the amount of agricultural products available to underserved communities and schools in the state, and to prioritize the Department of Food and Agriculture’s efforts in food deserts, as defined, throughout the state, especially cities and counties that are most impacted by food insecurity, as defined. The bill would require the office to work to overcome those identified distribution barriers by also facilitating partnerships between statewide, regional, and local transportation agencies to address inadequate public transportation lines in urban and rural communities, with the aim of connecting all communities to adequate and nutritional food access, as provided. The bill would require the office to coordinate with school districts and representatives to assess access to school breakfast and lunch programs during scheduled academic calendar breaks and school closures.

**AB 2147 Mathis R ( Dist. 33) Clean Transportation Program: hydrogen-fueling stations: report: job creation and workforce development.**

**Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Energy Resources Conservation and Development Commission and the State Air

Resources Board to annually jointly review and report on progress toward establishing a hydrogen-fueling that provides the coverage and capacity to fuel vehicles requiring hydrogen fuel that are being placed into operation in the state. Current law requires the commission and the state board to consider several things, including, but not limited to, the available plans of automobile manufacturers to deploy hydrogen-fueled vehicles in California and their progress toward achieving those plans in their report. This bill would require the commission and state board's joint review and report to also include information on the progress made on job creation and workforce development in support of hydrogen fueling, limited to the construction, operation, and maintenance of hydrogen-fueling stations that are funded by active commission agreements. The bill would require the report to include the number of related workforce training programs in the state, the number of participants in those workforce training programs, the number of graduates of those workforce training programs, and the number of related jobs in the state that are created annually.

**AB 2190 Mathis R ( Dist. 33) California Environmental Quality Act: expedited judicial review: infrastructure projects: hydrogen.**

**Location:** ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law authorizes the Governor to certify certain projects, including energy infrastructure projects that meet specified requirements, for streamlining benefits related to the California Environmental Quality Act (CEQA), such as the requirement that judicial actions, including any potential appeals, challenging the certification of an EIR or the granting of approval by a lead agency for certified projects be resolved, to the extent feasible, within 270 days after the filing of the certified record of proceedings with the court. Current law excludes from the definition of “energy infrastructure project” for these purposes any project using hydrogen as a fuel. This bill would delete that exclusion, thereby authorizing the Governor to certify energy infrastructure projects that use hydrogen as a fuel for streamlining benefits related to CEQA, as described above. Because the bill would impose additional duties on lead agencies in conducting the environmental review of energy infrastructure projects using hydrogen as a fuel that are certified by the Governor, including the concurrent preparation of the record of proceedings, this bill would impose a state-mandated local program.

**AB 2266 Petrie-Norris D ( Dist. 73) California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: vehicle eligibility.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The State Air Resources Board administers the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project under which the agency issues a limited number of vouchers to incentivize the purchase and use of zero-emission commercial vehicles. This bill would require the state board to authorize a voucher issued under the program to be used for the acquisition of any zero-emission vehicle that meets specified requirements.

**AB 2290 Friedman D ( Dist. 44) Transportation: Class III bikeways: bicycle facilities: Bikeway Quick-Build Project Pilot Program.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law establishes 4 classifications of bikeways and defines a “Class III bikeway” as a bikeway that provides right-of-way on-street or off-street, designated by signs or permanent markings and shared with pedestrians and motorists. This bill would prohibit the allocation of Active Transportation Program funds for a project that creates a Class III bikeway unless the project is on a street with a design speed limit of 20 miles per hour or less or the project will reduce the design speed limit to 20 miles per hour or less.

**AB 2302 Addis D ( Dist. 30) Open meetings: local agencies: teleconferences.**

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**Location:** ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in specified circumstances if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law imposes prescribed restrictions on remote participation by a member under these alternative teleconferencing provisions, including establishing limits on the number of meetings a member may participate in solely by teleconference from a remote location, prohibiting such participation for a period of more than 3 consecutive months or 20% of the regular meetings for the local agency within a calendar year, or more than 2 meetings if the legislative body regularly meets fewer than 10 times per calendar year. This bill would revise those limits, instead prohibiting such participation for more than a specified number of meetings per year, based on how frequently the legislative body regularly meets.

**AB 2314 Lee D ( Dist. 24) Tribal housing developments: use by right: density.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law authorizes a development proponent to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit, if the development satisfies specified objective planning standards, including, among others, that the development proponent has committed to record, prior to the issuance of the first building permit, a land use restriction or covenant providing that any lower or moderate-income housing units required remain available at affordable housing costs or rent to persons and families of lower or moderate income, as specified. This bill would deem a tribal housing development that is located on a site owned in fee simple by the tribe an allowable use if it satisfies specified requirements, including that it is located on an infill lot and it is not located on an environmentally sensitive site, as specified. The bill would define “allowable use” for purposes of these provisions to mean that the development project is a permitted use regardless of zoning designation, as specified.

**AB 2394 Grayson D ( Dist. 15) California Environmental Quality Act.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA makes various legislative findings and declarations regarding the maintenance of a quality environment for the people of this state and states the intent of the Legislature for state agencies to regulate activities so that major consideration is given to preventing environmental damage. This bill would make nonsubstantive changes to those findings and declarations, and to the statement of intent.

**AB 2400 Rivas, Luz D ( Dist. 43) California Alternative Energy and Advanced Transportation Financing Authority Act.**

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**Location:** ASSEMBLY REV. & TAX SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing sales and use tax laws impose taxes on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The California Alternative Energy and Advanced Transportation Financing Authority Act establishes the California Alternative Energy and Advanced Transportation Financing Authority. The act authorizes, until January 1, 2026, the authority to provide financial assistance to a participating party in the form of specified sales and use tax exclusions for projects including those that promote California-based manufacturing, California-based jobs, advanced manufacturing, reduction of greenhouse gases, or reduction in air and water pollution or energy consumption. The act prohibits the sales and use tax exclusions from exceeding \$100,000,000 for each calendar year, except as provided. The Sales and Use Tax Law, for the purposes of the taxes imposed pursuant to that law, until January 1, 2026, excludes the lease or transfer of title of tangible personal property constituting a project to any contractor for use in the performance of a construction contract for a participating party that will use that property as an integral part of the approved project. This bill would extend the authorization to provide financial assistance in the form of a sales and use tax exclusion for qualifying projects to January 1, 2031, and would extend the sales and use tax exclusion to January 1, 2031. The bill would make other conforming changes.

**AB 2417 Hoover R ( Dist. 7) Homelessness: California Interagency Council on Homelessness.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Governor to create the California Interagency Council on Homelessness, and specifies the duties of the coordinating council to include creating partnerships among state agencies and departments, local government agencies, and specified federal agencies and private entities, for the purpose of arriving at specific strategies to end homelessness. Current law requires agencies and departments administering state programs to collaborate with the California Interagency Council on Homelessness to adopt guidelines and regulations to incorporate core components of Housing First. This bill would repeal Housing First policies and related requirements, thereby removing the requirement on those state agencies and departments to incorporate core components of Housing First.

**AB 2418 Patterson, Jim R ( Dist. 8) Vehicular air pollution: heavy-duty trucks.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the state board to adopt and implement emission standards for new motor vehicles for the control of emissions from new motor vehicles that the State Air Resources Board finds to be necessary and technologically feasible, as provided. Current state regulations establish exhaust emissions standards and test procedures for 1985 and subsequent model heavy-duty engines and vehicles, as provided. Current law defines “heavy-duty” for purposes of laws governing air resources. This bill would exempt, notwithstanding any other law, 2024 and subsequent model heavy-duty truck that meets federal exhaust emission standards from the state regulations described above governing exhaust emissions standards and test procedures for 1985 and subsequent model heavy-duty engines and vehicles.

**AB 2421 Low D ( Dist. 26) Employer-employee relations: confidential communications.**

**Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law that governs the labor relations of public employees and employers, including the Meyers-Milias-Brown Act, the Ralph C. Dills Act, provisions relating to public schools, provisions relating to higher education, and provisions relating to the the San Francisco Bay Area Rapid Transit District, prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. This bill would also prohibit a local public agency employer, a state employer, a public school employer, a higher education employer, or the district from questioning any employee or employee representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization’s representation.

**AB 2427** **McCarthy D ( Dist. 6) Electric vehicle charging stations: permitting: curbside charging.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law references GO-Biz’s Electric Vehicle Charging Station Permitting Guidebook, which recommends best practices for electric vehicle supply equipment permitting. This bill would require the office to develop a model permitting checklist, model zoning ordinances, and best practices for permit costs and permit review timelines to help local governments permit curbside charging stations as part of the office’s development of the Electric Vehicle Charging Station Permitting Guidebook or any subsequent updates. The bill would also require the office to consult with local governments, electric vehicle service providers, and utilities while developing the above-described materials.

**AB 2430** **Alvarez D ( Dist. 80) Planning and zoning: density bonuses: monitoring fees.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, commonly referred to as the Density Bonus Law, requires a city, county, or city and county to provide a developer that proposes a housing development within the city or county with a density bonus, waivers or reductions of development standards and parking ratios, and other incentives or concessions, as specified, if the developer agrees to construct certain types of housing, including a housing development in which 100% of the units are for lower income households, except that up to 20% of the units in the development may be for moderate-income households, as specified. This bill would prohibit a city, county, or city and county from charging a monitoring fee, as defined, on those types of housing developments if certain conditions are met, except as specified. The bill would provide that, beginning on January 1, 2025, any housing development that is currently placed in service, is subject to monitoring fees, and meets those conditions shall no longer be subject to those fees.

**AB 2431** **Mathis R ( Dist. 33) Taxation: Transactions and Use Tax Law: limit increase.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes cities and counties, subject to certain limitations and approval requirements, to levy a transactions and use tax for general or specific purposes, in accordance with the procedures and requirements set forth in the Transactions and Use Tax Law, including a requirement that the combined rate of all taxes that may be imposed in accordance with that law in the county not exceed 2%. This bill would authorize a city, county, or city and county to impose a transactions and use tax at a rate of no more than an unspecified percentage that, in combination with other transactions and use taxes, would exceed the above-described combined rate limit of 2%, if certain conditions are met, including that the city, county, or city and county has reached the 2% rate limitation.

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**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Western Joshua Tree Conservation Act would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided. Pursuant to that act, the Department of Fish and Wildlife is authorized to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. This bill would additionally authorize the department to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with commercial and industrial projects, as provided.

**AB 2448 Jackson D ( Dist. 60) Electric Vehicle Economic Opportunity Zone: County of Riverside.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, upon appropriation by the Legislature, establish an Electric Vehicle Economic Opportunity Zone (EVEOZ) for the County of Riverside, administered by the California Competes Tax Credit Committee, for the purpose of creating programs to make electric vehicle manufacturing jobs and education more accessible to lower income communities. The bill would require County of Riverside to assist in determining the geographical boundaries of the EVEOZ. By imposing additional duties on local officials, the bill would impose a state-mandated local program. The bill would authorize the committee to partner with educational institutions, electric vehicle manufacturing businesses, and local and national financial institutions to develop EVEOZ education, training, and investment programs, as specified.

**AB 2453 Villapudua D ( Dist. 13) Weights and measures: electric vehicle supply equipment.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides that the Department of Food and Agriculture has general supervision of the weights and measures and weighing and measuring devices sold or used in the state, including devices used to measure electricity sold as a motor vehicle fuel. Existing law regulates the use and repair of weighing or measuring devices. Current law authorizes a device to be placed in service only by a sealer or a service agency. This bill would prohibit, until January 1, 2028, requiring electric vehicle supply equipment (EVSE) to be retested or placed in service by a service agent or sealer if the EVSE has previously been placed in service by a service agent or sealer before the EVSE is used after receiving routine repairs, as defined.

**AB 2460 Ta R ( Dist. 70) Common interest developments: association governance: member election.**

**Location:** ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Davis-Stirling Common Interest Development Act defines and regulates common interest developments, including member elections. Existing law prescribes that a quorum is required only if stated in the governing documents or by law. In the absence of a quorum, current law authorizes an association to adjourn the proceeding to a date at least 20 days after the adjourned proceeding, at which time the quorum required for purposes of a

membership meeting is 20% of the voting members present in person, by proxy, or by secret written ballot. Current law requires an association to provide general notice of the membership meeting, as specified, no less than 15 days prior to the election of directors. In the absence of a quorum, this bill would instead authorize an association to adjourn the meeting to a date at least 20 days after the adjourned meeting, at which time the quorum required for purposes of a reconvened meeting would be 20% of the members voting in person, by proxy, or by secret ballot.

**AB 2463 Alanis R ( Dist. 22) Railroad employee safety.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law grants the Division of Occupational Safety and Health jurisdiction over the safety and health of railroad employees, as specified. Current law authorizes a conductor to place a pusher engine ahead of the caboose, as defined, if conditions warrant it for the safety of the occupants of a caboose. This bill would make nonsubstantive changes to provisions relating to the above-described authority of a conductor.

**AB 2464 Alanis R ( Dist. 22) Employment eligibility: reverification.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law imposes various requirements on public and private employers with regard to federal immigration agency worksite enforcement actions. Current law, except as required by federal law, prohibits a public or private employer, or a person acting on behalf of a public or private employer, from reverifying the employment eligibility of a current employee at a time or in a manner not required by specified federal law. Current law prescribes a penalty of up to \$10,000 for a violation of this prohibition to be recoverable by the Labor Commissioner. This bill would make a nonsubstantive change to these provisions.

**AB 2472 Alvarez D ( Dist. 80) State freeways: air space.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a public agency that has responsibility for the planning and development of public transportation systems to use airspace over or under an existing state freeway as a route for a public transportation system, as provided. This bill would make nonsubstantive changes to this provision.

**AB 2474 Lackey R ( Dist. 34) Retirement: County Employees Retirement Law of 1937: benefit payments and overpayments.**

**Location:** ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Public Employees’ Pension Reform Act of 2013 (PEPRA) prescribed various limitations on public employees, employers, and retirement systems concerning, among other things, the types of remuneration that may be included in compensation that is applied to pensions. Under CERL, the board of retirement is required to comply with and give effect to a revocable written authorization signed by a retired member or beneficiary of a retired member, as described, authorizing the treasurer or other entity authorized by the board to deliver the monthly warrant, check, or electronic fund transfer for the retirement allowance or benefit to any specified bank, savings and loan institution, or credit union to be credited to the account of the retired member or survivor of a deceased retired member. This bill would also define “account of the retired member or survivor of a deceased retired member” to include an account held in a living trust or an income-only trust, as specified.

**AB 2479 Haney D ( Dist. 17) Housing First: core components.**

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**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires agencies and departments administering state programs related to homelessness to adopt guidelines and regulations to incorporate core components of Housing First, as defined. Under current law, Housing First includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient, among other things, in accessing permanent housing. Current law defines “state programs” for this purpose as any program a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, except as provided. Under existing law, the core components of Housing First include, among others, services that are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses. This bill would clarify, pursuant to that core component, that state departments and agencies may allow programs to fund recovery housing, as defined, if the state program uses at least 75% of funds for housing or housing-based services using a harm-reduction model and the recovery housing complies with specified requirements.

**AB 2480 Garcia D ( Dist. 36) Zero-emission schoolbus replacement grants: private contractors.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law appropriates, for the 2023–24 fiscal year, \$375,000,000 from the General Fund to the State Air Resources Board for the Hybrid and Zero-Emission Truck and Voucher Incentive Project to fund grants to local educational agencies, as defined, for zero-emission schoolbuses to replace heavy-duty internal combustion schoolbuses owned by local educational agencies, as specified, and \$125,000,000 from the General Fund to the State Energy Resources Conservation and Development Commission to fund grants to local educational agencies for zero-emission schoolbus charging or fueling infrastructure and related activities, including, but not limited to, charging or fueling stations, equipment, site design, construction, and related infrastructure upgrades, in order to complement those vehicle investments, as specified. This bill would also make the above-described grants available to a private contractor, defined as an entity under contract with a school district, county office of education, or charter school with ownership of title for a schoolbus that is used to provide transportation services for the school district, county office of education, or charter school, as provided. By expanding the scope of eligibility for purpose of an appropriation, the bill would make an appropriation.

**AB 2482 Papan D ( Dist. 21) County treasurer: settlement of accounts.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the county treasurer to settle the county treasurer’s accounts relating to the collection, care, and disbursement of public revenue with the auditor no less frequently than monthly. Current law additionally requires the county treasurer, upon the request of the auditor, to provide a settlement of cash receipts and disbursements of the prior calendar month to the auditor on or before 10 business days after the treasurer receives the auditor’s request. This bill would instead require the treasurer, upon the request of the auditor, to provide a settlement of cash receipts and disbursements of the prior calendar month to the auditor on or before 12 business days after the treasurer receives the auditor’s request.

**AB 2485 Carrillo, Juan D ( Dist. 39) Regional housing need: determination.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. That law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development (department) to determine the existing and projected need for housing for each region, as specified. That law requires the department, in consultation with the council of governments, to determine the existing and projected need of housing for each region in a specified manner. That law requires the department's determination to be based upon population projections produced by the Department of Finance, as specified. That law also requires the department to meet and consult with the council of governments regarding the assumptions and methodologies to be used to determine each region's housing need and requires the council of governments to provide data assumptions from the council of governments' projections, as specified. That law authorizes the department to accept or reject the information provided by the council of governments and, after consultation with each council of governments, to make determinations on the council of governments' data assumptions and the methodology the department will use to determine each region's housing need. That law requires the department to provide its determinations to each council of governments, as specified. This bill would require the department to publish on its internet website the data sources, analyses, and methodology, as specified, prior to finalization of the regional determination.

**AB 2487 Fong, Mike D ( Dist. 49) Deputy Secretary for Climate.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, upon appropriation by the Legislature, establishes the position of Deputy Secretary for Climate within the Labor and Workforce Development Agency, to be appointed by the Governor and subject to confirmation by the Senate, for the purpose of assisting in the oversight of California's workforce transition to a sustainable and equitable carbon-neutral economy. Current law requires the deputy secretary to perform specified duties, including creating or coordinating programs with other state agencies to retrain and upskill workers for, among other jobs, clean energy jobs, as specified. On or before January 1, 2025, and annually thereafter, current law requires the deputy secretary to submit a report to the Legislature on key findings and recommendations regarding the development and implementation of the workforce transition to a sustainable and equitable clean energy economy. This bill would also require the deputy secretary to create and maintain a green jobs website that serves as the central hub for employment opportunities related to the transition to carbon-neutral jobs.

**AB 2488 Ting D ( Dist. 19) Downtown revitalization and economic recovery financing districts: City and County of San Francisco.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the City and County of San Francisco to designate a downtown revitalization and economic recovery financing district for the purpose of financing office-to-residential conversion projects with incremental tax revenues generated by office-to-residential conversion projects within the district. The bill would require the boundaries of the district to be contiguous with the boundaries of the City and County of San Francisco.

**AB 2503 Lee D ( Dist. 24) California Environmental Quality Act: exemption: passenger rail projects.**

**Location:** ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative

declaration for a project that may have a significant effect on the environment if revisions in the project would or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA, until January 1, 2030, exempts from its requirements certain transportation-related projects if specified requirements are met, including that a local agency, as defined, is carrying out the project and that the project will be completed by a skilled and trained workforce, as provided. CEQA includes within these exempt transportation-related projects a public project for the institution or increase of bus rapid transit, bus, or light rail service, which will be exclusively used by low-emission or zero-emission vehicles, on existing public rights-of-way or existing highway rights-of-way. Current law requires the lead agency, if it determines that a transportation-related project is exempt from CEQA and determines to carry out the project, to file a notice of exemption with the Office of Planning and Research and the county clerk in which the project is located. This bill would expand that exemption from CEQA to include a public project for the institution or increase of other passenger rail service, which will be exclusively used by zero-emission trains, on existing public rights-of-way or existing highway rights-of-way. Because the bill would increase the duties of the county clerk, this bill would impose a state-mandated local program.

**AB 2522 Carrillo, Wendy D ( Dist. 52) South Coast Air Quality Management District: district board: compensation.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the creation of the South Coast Air Quality Management District in those portions of the Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Basin, as specified. Current law provides that the south coast district is governed by a district board consisting of 11 members. This bill would provide that each member of the board shall receive compensation of \$200 for each day, or portion thereof, but not to exceed \$2,000 per month, while attending meetings of the board or any committee thereof or, upon authorization of the board, while on official business of the district, and the actual and necessary expenses incurred in performing the member’s official duties. The bill would provide that the compensation of each member of the board may be increased beyond this amount by the board, as specified.

**AB 2525 Zbur D ( Dist. 51) State highways: property leases.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law vests the Department of Transportation with full possession and control of the state highway system, including associated property. Current law authorizes the department to offer leases to the City of Los Angeles on a right of first refusal basis for any airspace under a freeway or certain real property acquired for highway purposes located in the city for purposes of an emergency shelter or feeding program for a lease amount, for up to 10 parcels of \$1 per month, and a payment of an administrative fee not to exceed \$500 per year, as specified. This bill would expand the purposes for which these leases may be issued to include an emergency shelter or feeding program, a secure vehicle lot program, or any combination of those purposes.

**AB 2535 Bonta D ( Dist. 18) Trade Corridor Enhancement Program.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the California Transportation Commission, under a program commonly known as the Trade Corridor Enhancement Program, to allocate, upon appropriation by the Legislature, revenues from a specified portion of the state excise tax on diesel fuel and certain federal funds to infrastructure projects located on or along specified transportation corridors. Under current law, eligible projects under the program include, among others,

highway improvements to more efficiently accommodate the movement of freight and environmental and co mitigation or efforts to reduce environmental impacts of freight movement. Under the program, existing law requires the commission to adopt a program of projects from projects nominated by the Department of Transportation and local agencies. In adopting the program of projects, existing law requires the commission to evaluate the total potential economic and noneconomic benefits of the program of projects to California’s economy, environment, and public health, and to specifically assess localized impacts in disadvantaged communities. Current law also requires the California Environmental Protection Agency to identify disadvantaged communities, and, pursuant to that requirement, the agency has developed a tool to identify those communities, commonly known as CalEnviroScreen This bill would, commencing January 1, 2025, require the commission, the Department of Housing and Community Development, and the State Air Resources Board to create guidance for the programming of projects under the Trade Corridor Enhancement Program that expand the physical footprint of a highway in a community in the highest 10% of CalEnviroScreen communities. Commencing January 1, 2028, the bill would require this guidance to be incorporated into the programming cycle.

**Position: Oppose**

**AB 2536 Hoover R ( Dist. 7) Vehicles: local registration fees.**

**Location: SENATE RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a county, upon the adoption of a resolution by its board of supervisors, to impose a specific fee, in addition to other fees imposed for the registration of a vehicle, to be expended in part to fund programs to deter, investigate, and prosecute vehicle theft crimes. This bill would, for purposes of this requirement, define vehicle theft crimes to include the theft of vehicle parts or components.

**AB 2553 Friedman D ( Dist. 44) Housing development: major transit stops: vehicular traffic impact fees.**

**Location: ASSEMBLY CONSENT CALENDAR**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) exempts from its requirements residential projects on infill sites and transit priority projects that meet certain requirements, including a requirement that the projects are located within 1/2 mile of a major transit stop. CEQA defines “major transit stop” to include, among other locations, the intersection of 2 or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. This bill would revise the definition of “major transit stop” to increase the frequency of service interval to 20 minutes.

**AB 2555 Quirk-Silva D ( Dist. 67) Sales and use tax: exemption: medicinal cannabis: donations.**

**Location: ASSEMBLY REV. & TAX SUSPENSE FILE**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidate the licensure and regulation of commercial medicinal and adult-use cannabis activities. Current sales and use tax laws impose use taxes on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state, presumes tangible personal property purchased outside the state that is stored, used, or consumed in this state is purchased for use in this state, and provides various exemptions from those taxes. Current law exempts from the use tax the storage, use, or other consumption in this state of medicinal cannabis or medicinal cannabis products that are donated, for no consideration, under specified circumstances. Current law requires the exemption to apply only if the cannabis retailer certifies in writing, as specified, that the medicinal cannabis or medicinal cannabis product will be used as specified. Current law makes a licensee that uses the donated medicinal cannabis or medicinal cannabis product in

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some other manner, or for some other purpose, liable for the payment of use tax and subject to having their suspension suspended. Current law repeals these provisions 5 years after the specified operative date. This bill would extend these provisions until January 1, 2030.

**AB 2559 Petrie-Norris D ( Dist. 73) Local planning: electric vehicle service equipment: permitting delays.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

This bill would require the Governor's Office of Business and Economic Development (GO-Biz) to create and maintain a publicly accessible internet website that contains a landing page with functionality to collect information and report delays and denials in the permitting of electric vehicle service equipment, as specified. The bill would require GO-Biz to establish a working group to evaluate the data it receives from the internet website and direct the working group to determine recommended solutions to address permitting delays. The bill would require, on or before January 1, 2026, GO-Biz to submit to the Legislature and publish on its internet website a comprehensive report regarding the challenges identified throughout the data collection process, as specified. The bill would also require GO-Biz to establish a permit streamlining specialist to assist authorities having jurisdiction with permit delays and denials related to these provisions.

**AB 2560 Alvarez D ( Dist. 80) Density Bonus Law: California Coastal Act of 1976.**

**Location:** ASSEMBLY SECOND READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Density Bonus Law provides that its provisions do not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976, and requires that any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which an applicant is entitled under the Density Bonus Law be permitted in a manner consistent with the act. This bill would provide that any density bonus concessions, incentives, waivers or reductions of development standards, and parking ratios to which an applicant is entitled under the Density Bonus Law be permitted notwithstanding the act if the development is not located on any of specified sites.

**AB 2583 Berman D ( Dist. 23) School zones and walk zones.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including a circulation element to plan for transportation routes. This bill would require, upon any substantive revision of the circulation element on or after January 1, 2025, the legislative body of city or county, to identify and establish school walk zones for all schools located within the scope of the general plan.

**AB 2584 Lee D ( Dist. 24) Single-family residential real property: corporate entity: ownership.**

**Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit a business entity, as defined, that has an interest in more than 1,000 single-family residential properties from purchasing, acquiring, or otherwise obtaining an interest in another single-family residential property and subsequently leasing the property. The bill would authorize the Attorney General to bring a civil action for a violation of these provisions, and would require a court in a civil action in which the Attorney General prevails to order specified relief, including that the business entity pay a civil penalty of \$100,000 for each violation and that th

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business entity sell the property to an independent third party within one year of the date that the court enters judgment.

**AB 2590 Reyes D ( Dist. 50) San Bernardino County Transportation Authority: contracting.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law creates the San Bernardino County Transportation Authority with various powers and duties relative to transportation planning and funding in the County of San Bernardino. Existing law requires the authority's contracts for the purchase of supplies, equipment, and materials, and the construction of all facilities and works, to be let to the lowest responsible bidder when the expenditure required exceeds \$25,000. Existing law also requires the authority to obtain a minimum of 3 quotations, either written or oral, that permit prices and terms to be compared whenever the expected expenditure required exceeds \$1,000 but not \$25,000. This bill would authorize a contract for the purchase of supplies, equipment, or materials with a required expenditure that exceeds \$150,000 to be let to the lowest responsible bidder, or, in the authority's discretion, to the responsible bidder who submitted a proposal that provides the best value to the authority on the basis of the factors identified in the solicitation. The bill would also require, to the extent practicable, the authority to obtain a minimum of 3 quotations, either written or oral, that permit prices and terms to be compared whenever the expected expenditure required for the purchase of supplies, equipment, or materials exceeds \$5,000 but does not exceed \$150,000.

**Position: Sponsor**

**AB 2592 Grayson D ( Dist. 15) Local planning: housing elements: water and sewer services.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires that the housing element adopted by the legislative body of the city, county, or city and county and any amendments made to that element be delivered to all public agencies or private entities that provide water or sewer services, as described, within the territory of the legislative body. Current law requires each public agency or private entity providing water or sewer services to grant a priority for the provision of these services to proposed developments that include housing units affordable to lower income households. Existing law also requires a public agency or private entity providing water or sewer services to adopt written policies and procedures not later than July 1, 2006, and at least once every 5 years thereafter, with specific objective standards for provision of services, as described. This bill would instead require each public agency or private entity providing water or sewer services to grant a priority for the provision of these services to proposed housing developments, which the bill would define for these purposes to include both housing developments that include units sold or rented to lower income households, as provided in existing law as described above, and housing developments constructed pursuant to specified laws providing for ministerial approval of certain housing developments or subdivision maps. The bill would also update the compliance date to adopt written policies and procedures to July 1, 2025, and continue to require the adoption of those written policies and procedures at least once every 5 years thereafter.

**AB 2626 Dixon R ( Dist. 72) Advanced Clean Fleets regulations: local governments.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to adopt and implement motor vehicle emission standards, in-use performance standards, and motor vehicle fuel specifications for the control of air contaminants and sources of air pollution that the state board has found necessary, cost effective, and technologically feasible. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority

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fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would extend the compliance dates for local government set forth in the Advanced Clean Fleets Regulation by 10 years. The bill would prohibit the state board from taking enforcement action against a local government for violating the Advanced Clean Fleets Regulation if the alleged violation occurs before January 1, 2025.

**AB 2634** **McCarthy D ( Dist. 6) Sacramento Regional Transit District.**

**Location:** ASSEMBLY SECOND READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the formation of the Sacramento Regional Transit District with various powers and duties with respect to transportation planning, programming, construction, and operations. Current law requires each transit operator, including the district, that offers reduced fares to senior citizens to also offer reduced fares to disabled persons, as defined, and disabled veterans, as defined, at the same rate established for senior citizens, as specified. This bill would exempt the district from that requirement until January 1, 2027.

**AB 2638** **Ward D ( Dist. 78) Housing programs: financing.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Department of Housing and Community Development and requires it to administer various programs intended to promote the development of housing and to provide housing assistance and home loans. Current law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or enforcing regulatory agreements or other security documents. Unless an extension of a department loan, the reinstatement of a qualifying unpaid matured loan, the subordination of a department loan to new debt, or an investment of tax credit equity would result in a rent increase for tenants of a development, authorizes the Department of Housing and Community Development to approve an extension, reinstatement, subordination, payoff, extraction, or investment pursuant to specified rental housing finance programs, as specified, or if the department determines that a project has, or will have after rehabilitation or repairs, a potential remaining useful life equal to or greater than the term of the restructured loan. Current law authorizes the department to charge a monitoring fee to cover the aggregate monitoring costs in years the loan is extended and a transaction fee to cover its costs for processing restructuring transactions, and requires developer fee limitations to be consistent with specified laws and regulations, including regulations by the California Tax Credit Allocation Committee. This bill would revise and recast these provisions, including additionally authorizing the department to approve the payoff of a department loan in whole or part before the end of its term and the extraction of equity from a development for purposes approved by the department.

**AB 2639** **Patterson, Joe R ( Dist. 5) Forestry: timber operations: maintenance of timberlands for fuels reduction.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Z'berg-Nejedly Forest Practice Act of 1973 prohibits a person from conducting timber operations unless a timber harvesting plan prepared by a registered professional forester has been submitted to, and approved by, the Department of Forestry and Fire Protection. Current law defines "timber operations" for purposes of the act. The act provides that any person who willfully violates any provision of the act or rule or regulation of the State Board of Forestry and Fire Protection is guilty of a misdemeanor. This bill would expand the definition of "timber operations"

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to include the maintenance of timberlands through fuels reduction paid in part or in whole with public funds expanding the scope of a crime, the bill would create a state-mandated local program. The bill would provide that timber operations for the maintenance of timberland, paid in part or in whole with public funds, may, as an alternative to obtaining an approved timber harvesting plan, comply with the requirements of the California Environmental Quality Act (CEQA).

**AB 2645 Lackey R ( Dist. 34) Electronic toll collection systems: information sharing: law enforcement.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law prohibits a transportation agency, as defined, from selling or otherwise providing to any other person or entity, with certain exceptions, personally identifiable information of a person who subscribes to an electronic toll collection system or who uses a toll bridge, toll lane, or toll highway that employs an electronic toll collection system. Under current law, a transportation agency is authorized to make personally identifiable information of a person available to a law enforcement agency only pursuant to a search warrant, except under certain circumstances. Current law defines “personally identifiable information” for these purposes and provides that it includes, among other things, a license plate number. Current law authorizes a law enforcement agency to request the Department of the California Highway Patrol (CHP) to activate the Emergency Alert System within the appropriate area if that agency determines that a child 17 years of age or younger, or an individual with a proven mental or physical disability, has been abducted and is in imminent danger of serious bodily injury or death, and there is information available that, if disseminated to the general public, could assist in the safe recovery of that person. Current law also authorizes the CHP, upon the request of a law enforcement agency, to activate various other alerts for missing individuals meeting certain criteria and alerts following an attack upon a law enforcement officer or a hit-and-run fatality. This bill, if the CHP activates one of the above-mentioned alerts and that alert contains a license plate number of a vehicle involved in the incident, would require a transportation agency that employs an electronic toll collection system to notify the CHP and the law enforcement agency that requested the alert upon identifying that vehicle with that license plate number using a camera-based vehicle identification system or other electronic medium employed in connection with the electronic toll collection system.

**Position:** Support

**AB 2649 Wicks D ( Dist. 14) State government: housing projects.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation that would designate an unspecified state entity with permitting authority for housing projects of statewide significance, and would make related findings and declarations.

**AB 2656 Patterson, Jim R ( Dist. 8) Tribal gaming: compact ratification.**

**Location:** ASSEMBLY RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The California Constitution authorizes the Governor to negotiate and conclude tribal-state gaming compacts, subject to ratification by the Legislature. Current law expressly ratifies a number of tribal-state gaming compacts between the State of California and specified Indian tribes. The California Environmental Quality Act (CEQA) requires a lead agency to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project, as defined, that it proposes to carry out or approve that may have a significant effect on the environment, as defined, or to adopt a negative declaration if it finds that the project will not have that effect. This bill would ratify the tribal-state gaming compact entered into between the State of California and the Table Mountain Rancheria,

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executed on November 1, 2023. The bill would provide that, in deference to tribal sovereignty, certain acts related to this compact are not projects for purposes of CEQA.

**AB 2662 Mathis R ( Dist. 33) Sale of agricultural land: tribal first right of refusal.**

**Location:** ASSEMBLY AGRI.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a property owner selling agricultural land within an area of cultural and traditionally significant land to send, before selling or participating in negotiations to sell that agricultural land to a prospective buyer, a notice of first right of refusal for the agricultural land to a California Native American tribe affiliated with the cultural and traditionally significant land within the area of the agricultural land. The bill would require a California Native American tribe desiring to purchase the agricultural land to notify, in writing, the property owner of its interest in purchasing the agricultural land within 30 days after the notice of first right of refusal is provided. The bill would, after the property owner receives a notice of interest from a California Native American tribe, require the property owner and tribe to enter into good faith negotiations to determine mutually satisfactory terms of the sale except for the price, as specified. The bill would require the price to be the appraised fair market value of the agricultural land, unless otherwise mutually agreed upon by all parties to the sale. The bill would authorize the property owner to transfer the agricultural land without regard for these provisions, if the property owner does not receive a notice of interest from a California Native American tribe 30 days after the notice of first right of refusal is provided, or if the terms, besides price, cannot be agreed upon after a good faith negotiation period of not less than 90 days. This bill would provide that if a California Native American tribe purchases agricultural land in accordance with this bill, the tribe shall continue to use the agricultural land for agricultural purposes.

**AB 2663 Grayson D ( Dist. 15) Affordable housing fees: reports.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mitigation Fee Act, among other things, imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project, including requiring the local agency to identify the use to which the fee is to be put, as specified. The act requires a local agency, upon receipt of a fee subject to these provisions, to deposit, invest, account for, and expend the fees as specified. For the 5th fiscal year following the first deposit into the account of fund, and every 5 years thereafter, the act requires the local agency to make prescribed findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted, including demonstrating a reasonable relationship between the fee and the purpose for which it is charged. This bill, commencing on January 1, 2026, would require a local agency that collects inclusionary housing zoning in-lieu fees to annually post on its internet website the amount of those fees collected in the previous year and whether those fees are intended to be used for a project, if any. The bill, commencing on January 1, 2026, and every 5 years thereafter, would require a local agency that collects inclusionary housing zoning in-lieu fees to post on its internet website the amount of those fees collected in the past 5 years and the project those fees were spent on.

**AB 2665 Lee D ( Dist. 24) Housing finance: Mixed Income Revolving Loan Program.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish, upon appropriation by the Legislature, the Mixed Income Revolving Loan Program within the California Housing Finance Agency to provide zero-interest construction loans to qualifying residential, infill housing developers for purposes of constructing deed-restricted affordable housing. The bill would require the agency to administer the program pursuant to specified requirements, including that any loans provided under the program be

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for the development of multifamily housing projects where a portion of the housing units in the project are s to ensure affordability, as specified. The bill would require the agency to be the administrator of the program and to promulgate rules and regulations deemed necessary for the administration and implementation of its provisions.

**AB 2667 Santiago D ( Dist. 54) Affirmatively furthering fair housing: housing element: reporting.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law defines “affirmatively furthering fair housing” as taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. Current law requires a housing element to include a program that sets forth a schedule of actions during the planning period, each with a timeline for implementation such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through, among other things, the administration of land use and development controls and the provision of regulatory concessions and incentives. Current law requires this program to affirmatively further fair housing and consist of specified components, including a summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction’s fair housing enforcement and fair housing outreach capacity. This bill would require the Department of Housing and Community Development to develop a standardized reporting format for programs and actions taken with regards to the local agency affirmatively further fair housing that enables the reporting of the assessment components described-above, as specified. The bill would require local governments to utilize the standardized reporting format for the 7th and each subsequent revision of the housing element.

**AB 2669 Ting D ( Dist. 19) Toll bridges: tolls.**

**Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the construction and operation of various toll bridges by the state, the Golden Gate Bridge Highway and Transportation District, and private entities that have entered into a franchise agreement with the state. This bill would prohibit a toll from being imposed on the passage of a pedestrian, bicycle, or personal micromobility device over these various toll bridges, unless the bridge was under construction on or after January 1, 2025, and the tolls are used to fund the cost of constructing the bridge.

**AB 2676 Gabriel D ( Dist. 46) Housing elements.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a city, county, or city and county to submit a draft housing element or draft amendment to its housing element to the Department of Housing and Community Development for a determination as to whether the draft complies with state law governing housing elements. Current law imposes certain requirements on an action brought by an interested party to review the conformity of a housing element with applicable state law. This bill would make a nonsubstantive change to the provision imposing certain requirements on those actions.

**AB 2678 Wallis R ( Dist. 47) Vehicles: high-occupancy vehicle lanes.**

**Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

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Current state law authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles (HOVs). Current federal law authorizes, until September 30, 2025, a state to allow specified alternate fuel and plug-in electric or hybrid vehicles to use lanes designated for HOVs. Current state law authorizes the Department of Motor Vehicles to issue decals or other identifiers to qualified vehicles, as specified. Current state law allows a vehicle displaying a valid decal or identifier issued pursuant to these provisions to be operated in a lane designated for the exclusive use of HOVs regardless of the occupancy of the vehicle. These existing state laws, by operation of their provisions, become inoperative on the date the federal authorization expires. Current state law also repeals these provisions on September 30, 2025. This bill would extend the repeal date of these provisions until January 1, 2027.

**AB 2687 Flora R ( Dist. 9) Automated traffic enforcement systems.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

This bill would, until January 1, 2030, authorize a city or city and county to establish an automated traffic enforcement system for a period of 5 years if, among other things, the system meets the criteria specified above. The bill would require a violation of any traffic law that is recorded by an automated traffic enforcement system to be subject only to a civil penalty, and would prohibit the Department of Motor Vehicles from suspending or revoking the privilege of a violator to drive a motor vehicle. The bill would require a notice of violation to be in writing and issued to the registered owner of the vehicle within 15 calendar days of the date of the violation.

**AB 2697 Irwin D ( Dist. 42) Transportation electrification: electric vehicle charging infrastructure.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prohibits persons desiring to use an electric vehicle charging station that requires payment of a fee from being required to pay a subscription fee to use the station and from being required to obtain membership in any club association, or organization as a condition of using the station. This bill would require the State Energy Resources Conservation and Development Commission (Energy Commission) to develop network roaming requirements for electric vehicle chargers and charging station networks by January 1, 2026, that would apply to the charging network of charging network providers that received an incentive from a state agency or through a charge on ratepayers, as specified. The bill would repeal this requirement on January 1, 2035.

**AB 2698 Ta R ( Dist. 70) Route 405: Little Saigon Freeway.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law vests the Department of Transportation with full possession and control of all state highways. Existing law describes the authorized routes in the state highway system, including that for Route 405 from Route 5 near El Toro to Route 5 near San Fernando. This bill would specify that Route 405 from Bolsa Chica Road to Magnolia Street in the County of Orange shall be known and designated as the Little Saigon Freeway, and would require the department to determine the cost of appropriate signs showing that special designation and, upon receiving donations from nonstate sources sufficient to cover the cost, to erect those signs, as specified.

**AB 2700 Gabriel D ( Dist. 46) Emergency medical services: alternate destinations.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a local EMS agency to develop a community paramedicine or triage to alternate destination

program that, among other things, selects providers to triage individuals to mental health facilities and sober centers as alternates to emergency departments. Current law requires the Emergency Medical Services Authority to develop and, after approval by the Commission on Emergency Medical Services, adopt regulations and establish minimum standards for the development of those programs. This bill would require the state to survey and analyze the facilities in each county that can serve as an alternate destination facility. The bill would require a local emergency medical services agency to annually report to the Emergency Medical Services Authority regarding the development of triage to alternate destination programs in its jurisdiction, as specified.

**AB 2712 Friedman D ( Dist. 44) Preferential parking privileges: transit-oriented development.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Current law authorizes a local authority, by ordinance or resolution, to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways during all or certain hours of the day. Current law authorizes the ordinance or resolution to include a designation of certain streets upon which preferential parking privileges are give to residents and merchants adjacent to the streets for their use and the use of their guests, under which the residents and merchants may be issued permits that exempt them from the prohibition or restriction of the ordinance or resolution. Current law prohibits a public agency from imposing any minimum automobile parking requirement on any residential, commercial, or other development project that is located within 1/2 mile of public transit, as defined unless the public agency makes written findings that not imposing or enforcing minimum automobile parking requirements on the development would have a substantially negative impact on, among other things, the city’s, county’s, or city and county’s ability to meet its share of the regional housing need for low- and very low income households. This bill would, for purposes of its provisions, define “development project” to mean a residential, commercial, or other development project exempt from minimum automobile parking requirements, or subject to parking minimum reductions based on any other applicable law, located within the boundaries of the City of Los Angeles. This bill, for a development project that is located within a preferential parking area, would require the development project to be excluded from the boundaries of the preferential parking area and would prohibit the local authority, as defined, from issuing any permit to the residents, vendors, or visitors of the development project that grants preferential parking privileges.

**AB 2715 Boerner D ( Dist. 77) Ralph M. Brown Act: closed sessions.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

The Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that all persons be permitted to attend and participate. Current law authorizes a legislative body to hold a closed session with specified individuals on, among other things, matters posing a threat to the security of essential public services, as specified. This bill would additionally authorize a legislative body to hold a closed session with other law enforcement or security personnel and to hold a closed session on a threat to critical infrastructure controls or critical infrastructure information, as defined, relating to cybersecurity.

**AB 2717 Alvarez D ( Dist. 80) Planning and zoning: housing element: annual progress report.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

This bill would require each planning agency, in their above-described annual report, to include the number of rental housing units and for-sale units that have been completed, as evidenced by the project’s certificate of occupancy, pursuant to the above-described assessment and inventory.

**AB 2719 Wilson D ( Dist. 11) Vehicles: commercial vehicle inspections.**

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Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize a public transit agency, as defined, to request the California Highway Patrol (CHP) to conduct an annual inspection and certification of its fleet. The bill would authorize the Commissioner of the CHP to issue stickers or other devices as evidence of certification. The bill would exempt any public transit agency vehicle that has been certified through that inspection from the requirement to stop at a roadside inspection.

**AB 2728 Gabriel D ( Dist. 46) Planning and zoning: housing development: independent institutions of higher education and religious institutions.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Affordable Housing on Faith and Higher Education Lands Act of 2023 (the act) requires a housing development project on certain lands owned by an independent institution of higher education or a religious institution to be a use by right if the development project satisfies specified criteria, including that a specified percentage of the development project’s total units are for lower income households. This bill would require a local government to include in the annual report specified information relating to housing development projects under the act, including the number of applications submitted and the total number of building permits issued under the act. The bill would require the Department of Housing and Community Development, by July 1, 2025, to develop and publish a list of existing state grants and financial incentives in connection with the planning, construction, and operation of very low, low-, and moderate-income housing on land owned by religious institutions and independent institutions of higher education, and a set of model partnership agreements that can be used by those institutions when they partner with an affordable housing builder.

**AB 2735 Rubio, Blanca D ( Dist. 48) Joint powers agreements: water corporations.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the Joint Exercise of Powers Act, authorizes 2 or more public agencies, if authorized by their governing bodies, by agreement to jointly exercise any power common to the contracting parties. Existing law authorizes a mutual water company, as defined, to enter into a joint powers agreement with a public agency for these purposes. Existing law authorizes 2 or more local public entities, or a mutual water company and a public agency, to provide insurance, as specified, by a joint powers agreement. Existing law authorizes local public entities or a mutual water company and a public agency to enter into a joint powers agreement for the purposes of risk-pooling, as specified. This bill would authorize a water corporation, as defined, to enter into a joint powers agreement with a public agency for the purpose of jointly exercising any power common to the contracting parties. The bill would also authorize a water corporation and one or more public agencies to provide insurance, as specified, by a joint power agreement. The bill would also authorize a water corporation and one or more public agencies to enter into a joint powers agreement for the purposes of risk-pooling, as specified.

**AB 2743 Pacheco D ( Dist. 64) Insurance: personal vehicle sharing.**

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally regulates classes of insurance, including automobile liability insurance. Current law prohibits classifying a private passenger motor vehicle as a commercial vehicle, for-hire vehicle, permissive use vehicle, or livery solely because its owner allows it to be shared, if specified criteria are met, including if the annual revenue received by the vehicle’s owner generated by the personal vehicle sharing of the vehicle does not exceed the annual

expenses of owning and operating the vehicle. Current law requires a personal vehicle sharing program, for vehicle that it facilitates the use of, among other things, to provide insurance coverages for the vehicle and operator of the vehicle that are equal to or greater than the insurance coverages maintained by the vehicle owner, but no less than 3 times the minimum coverage amounts for private passenger vehicles. Current law requires an owner or operator of a motor vehicle, or an owner of a vehicle used to transport passengers for hire not regulated by the Public Utilities Commission, to maintain liability insurance coverage for the named insured and any other person using the vehicle with permission in the amount of \$15,000 for the bodily injury or death of any one person, \$30,000 for the bodily injury or death of all persons, and \$5,000 for damage to the property of others resulting from any one accident. Current law increases these minimum amounts to \$30,000, \$60,000, and \$15,000, respectively, on January 1, 2025. This bill would require a personal vehicle sharing program to provide, instead, insurance coverages for the vehicle and operator at a minimum of \$45,000 for bodily injury or death for one person \$90,000 for bodily injury or death for all persons, and \$15,000 for property damage, and, on and after January 1, 2035, to provide liability coverage at least 3 times the minimum insurance requirements for private passenger vehicles. The bill would require a personal vehicle sharing program to disclose to a vehicle owner and any person that operates the vehicle specified information, including the minimum mandatory coverage and limits that the personal vehicle sharing program is required to provide and the coverages and limits provided.

**AB 2744 McCarty D ( Dist. 6) Vehicles: pedestrian, bicycle, and vehicle safety.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the legislative body of a city to do any and all things necessary to lay out, acquire, and construct a section or portion of a street or highway within its jurisdiction as a freeway and to make an existing street or highway a freeway. Current law authorizes a legislative body of a city, whenever this legislative body determines that it is necessary for the more efficient maintenance, construction, or repair of streets and roads within the city, to contract with the board of supervisors of any county for the rental of the county’s equipment, as specified. This bill would, beginning on January 1, 2025, prohibit the construction of slip lanes, as defined.

**AB 2750 Gallagher R ( Dist. 3) Electricity: procurement: generation from biomass.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities are under the direction of their governing boards. Current law requires electrical corporations, in addition to other requirements to procure generating capacity from bioenergy projects, to collectively procure, by December 1, 2023, their proportionate share of 125 megawatts of cumulative rated generating capacity from bioenergy projects that commenced operations before June 1, 2013, and that use certain feedstocks. This bill would extend that procurement deadline to July 1, 2025.

**AB 2760 Muratsuchi D ( Dist. 66) Lower Emissions Equipment at Seaports and Intermodal Yards Program.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2032, enact the Lower Emissions Equipment at Seaports and Intermodal Yards Program. The program would be administered by the State Air Resources Board and would require the state board to approve as covered equipment applicable cargo handling equipment that will reduce cumulative emissions at seaports and intermodal yards in the state. The bill would require a covered equipment application to be approved by the state board if the applicant demonstrates that the total surplus emissions from covered equipment are lower cumulative emissions than the emissions resulting from compliance with the current applicable cargo handling

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equipment statute, regulation, or rule, as determined by the state board pursuant to the methodology established in the bill, or that the covered equipment meets the standards and definitions for zero emissions set forth under a specified European Union regulation. The bill would require the state board to establish and certify the useful lifespan of each item of covered equipment, and to certify cargo handling equipment as covered equipment if the applicant seller, reseller, distributor, or manufacturer of the cargo handling equipment demonstrates to the state board that the equipment satisfies specified criteria. The bill would require the state board to establish an application fee, as specified, and would require the application fees to be deposited in the Air Pollution Control Fund and made available to the state board upon appropriation by the Legislature. The bill would require a covered equipment application to be provided to the state board for approval before December 31, 2025. The bill would require the state board, by January 1, 2027, and January 1, 2031, to evaluate the impact of the program on state and local clean air efforts to meet state and local clean air goals and to hold at least one public workshop before completing the evaluation.

**AB 2793 Gabriel D ( Dist. 46) Housing elements: prohousing incentives.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Current law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law awards jurisdictions that are prohousing and that are in substantial compliance with specified provisions additional points or preference in the scoring of applications for specified state programs. This bill would make nonsubstantive changes to those provisions.

**AB 2794 Bryan D ( Dist. 55) Community development: Antidisplacement Commercial Property Acquisition Program.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Would establish the Antidisplacement Commercial Property Acquisition Program, to be administered by GO-Biz to provide low-interest loans to eligible community-based acquisition partners to acquire commercial property in communities that are vulnerable to gentrification and displacement. The bill would specify the goals of the program, including ensuring local businesses remain in high-risk communities vulnerable to gentrification and displacement. The bill would establish the Antidisplacement Commercial Property Acquisition Revolving Loan Fund, and would authorize GO-Biz, upon appropriation by the Legislature to the fund for purposes of the program, to provide low-interest loans for purposes of the program. The bill would require GO-Biz to adopt regulations to administer the program, including qualifications that prioritize the preservation of Black-, indigenous-, people of color-, and women-owned businesses and the acquisition of commercial property in culturally significant commercial corridors. The bill would require GO-Biz to report to the Legislature on the progress of the program by January 1, 2030, or 5 years after the disbursement of the first loan by GO-Biz, whichever is later. The bill would make the program contingent upon appropriation by the Legislature in the annual Budget Act or another statute for its purposes.

**AB 2796 Alvarez D ( Dist. 80) Equitable Access to Zero-Emissions Vehicles Fund.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Would establish the Equitable Access to Zero-Emission Vehicles Fund and would make moneys in the fund available, upon appropriation by the Legislature, for a new vehicle rebate program and for other specified purposes.

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The bill would require the State Air Resources Board, by July 1, 2025, to establish a program to offer rebates for the purchase of zero-emission vehicles and other specified vehicles from moneys made available from the fund. The bill would require the state board to submit a biennial report to the Legislature that includes certain information relating to the expenditures from the fund.

**AB 2802 Maienschein D ( Dist. 76) Transitional housing placement providers.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Community Care Facilities Act requires the State Department of Social Services to license and regulate transitional housing placement providers pursuant to the act. Under current law, a transitional housing placement provider is an organization licensed by the department to provide transitional housing to foster children at least 16 years of age and not more than 18 years of age and to nonminor dependents to promote their transition to adulthood. Current law requires a transitional housing unit to include, among other things, a host family certified by a transitional housing placement provider or other designated entity, as prescribed. Current law requires the department to adopt regulations governing transitional housing placement living arrangements requirements for minors and nonminor dependents, as prescribed. This bill would require those regulations to include allowing a minor or nonminor dependent participant to share a bedroom or unit in a transitional housing placement with a nonparticipant roommate, sibling, or coparent, as specified. The bill would also require the regulations to allow a minor or nonminor dependent with children to share their living arrangement with a coparent or participant sibling. The bill would require the regulations to require counties and program contracts to allow individual program participants and individuals sharing their living arrangements to share bedrooms, bathrooms, and units together, regardless of gender identity and would require county program contracts to allow providers and participants to make best matches to allow for gender flexibility.

**AB 2803 Valencia D ( Dist. 68) Campaign expenditures: criminal convictions: fees and costs.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Political Reform Act of 1974 deems all campaign contributions to be held in trust for expenses associated with seeking or holding office, and generally authorizes expenditures associated therewith if they are reasonably related to a political, legislative, or governmental purpose. Current law prohibits the use of campaign funds to pay or reimburse fines, penalties, judgments, or settlements, except as specified. Current law provides that the expenditure of campaign funds for attorney’s fees and other costs in connection with administrative, civil, or criminal litigation are not related to a political, legislative, or governmental purpose unless the litigation is directly related to activities of a committee that are consistent with its primary objectives or arises directly out of a candidate’s or elected officer’s activities, duties, or status as a candidate or elected officer, as specified. This bill would prohibit campaign funds from being used to reimburse expenditures for attorney’s fees and other costs in connection with criminal litigation if the litigation results in a conviction of the candidate or elected officer for a felony involving certain types of offenses as specified.

**AB 2805 Essayli R ( Dist. 63) Electricity: fixed charges: repeal.**

**Location:** ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Public Utilities Commission to adopt new, or expand existing, fixed charges, as defined, for the purpose of collecting a reasonable portion of the fixed costs of providing electrical service to residential customers. Current law requires the commission to continue a program of assistance to low-income electrical and gas customers with annual household incomes that are no greater than 200% of the federal poverty guidelines, as

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specified, which is referred to as the California Alternative Rates for Energy (CARE) program. Under current law, the commission may authorize fixed charges for any rate schedule applicable to a residential customer account for the purpose described above and for the CARE program. Current law requires the commission, no later than July 2024, to authorize a fixed charge for default residential rates. Current law requires these fixed charges to be established on an income-graduated basis, with no fewer than 3 income thresholds, so that low-income ratepayers in each baseline territory would realize a lower average monthly bill without making any changes in usage. This bill would repeal the provisions described in the preceding paragraph.

**AB 2809 Haney D ( Dist. 17) Vehicles: automated speed enforcement.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Secretary of Transportation to develop guidelines for the implementation of a state highway work zone speed safety program using automated speed enforcement systems, as specified. The bill would authorize the Department of Transportation to establish a state highway work zone speed safety program in accordance with those guidelines. The bill would require the department, if a program is established, to prepare and submit a report to the Legislature, as specified. The bill would require any moneys generated from the issuance of the citations to be deposited in the Safe Highway Work Zone Account, created in the State Transportation Fund, and for the moneys to be allocated, upon appropriation by the Legislature, to the Department of Transportation for administration of the program. The provisions of the bill would become inoperative on July 1, 2030.

**AB 2815 Petrie-Norris D ( Dist. 73) Clean Transportation Program: electric vehicle charging stations.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Energy Resources Conservation and Development Commission, on or before January 1, 2026, to provide funding through a new or existing program under the Clean Transportation Program for repair or replacement of nonoperational electric vehicle charging stations that are at least 5 years old, that were installed before January 1, 2024, and that are located in a publicly available parking space, as provided. The bill would require the commission to allocate at least 50% of that funding to low-income communities and disadvantaged communities. The bill would repeal these provisions on January 1, 2036.

**AB 2825 Boerner D ( Dist. 77) Accessory dwelling units: inspections: housing purposes.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law, authorizes a local agency, by ordinance, to provide for the creation of accessory dwelling units (ADUs) in areas zoned for residential use, as specified. Current law requires ministerial approval of ADUs, as specified, if the local agency does not adopt an ordinance governing ADUs. Under current law, a local agency is also required to ministerially approve an application for a building permit within a residential or mixed-use zone to create any of specified variations of ADUs. Current law also authorizes a local agency to provide for the creation of junior accessory dwelling units (JADUs) in single-family residential zones, as specified. This bill would authorize a local agency to adopt an ordinance that allows the local agency to inspect an ADU or JADU to ensure that the unit is used for dwelling purposes consistent with specified requirements.

**AB 2826 Ta R ( Dist. 70) Vehicles: temporary license plates.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

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Current law requires a dealer or lessor-retailer, when selling a vehicle, to attach a temporary license plate to a vehicle that does not already display a license plate issued by the Department of Motor Vehicles. This bill would require a dealer or lessor-retailer, when selling a vehicle, to attach for display a copy of a report-of-sale form to the vehicle before the vehicle is delivered to the purchaser only if the dealer does not attach a temporary license plate to the vehicle.

**AB 2849 Rubio, Blanca D ( Dist. 48) Beer manufacturers: sale of draught beer.**

**Location:** ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law requires any on-sale retail licensee that gives, sells, or otherwise dispenses draught beer to include specified information about the beer upon the faucet, spigot, or outlet from which the beer is drawn or in the place of service and consumption, as provided. This bill would exempt from these labeling requirements premises operated under a beer manufacturer license.

**AB 2853 Wicks D ( Dist. 14) Department of Transportation.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. This bill would make nonsubstantive changes to that provision.

**AB 2854 Irwin D ( Dist. 42) Bradley-Burns Uniform Local Sales and Use Tax Law.**

**Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a local agency, as defined, to annually provide specified information relating to each agreement resulting in the direct or indirect payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to the California Department of Tax and Fee Administration. The bill would additionally require the local agency to publish that information on its internet website. The bill would impose monetary penalties on any local agency that fails to provide information to the department or fails to publish information to its internet website, as prescribed. By expanding the duties of local agencies, this bill would impose a state-mandated local program.

**AB 2861 Wallis R ( Dist. 47) Personal income tax: credit: gun safe.**

**Location:** ASSEMBLY REV. & TAX SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Personal Income Tax Law allows various credits against the taxes imposed by that law. This bill would allow a credit against those taxes for each taxable year beginning on or after January 1, 2025, and before January 1, 2030, in an amount equal to the amount paid or incurred, not to exceed \$300, during the taxable year for the purchase of one gun safe, as defined, for use in a residential unit located in the state.

**AB 2867 Gabriel D ( Dist. 46) Recovery of artwork and personal property lost due to persecution.**

**Location:** ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides that in the case of a theft of any article of historical, interpretive, scientific, cultural, or artistic significance, a cause of action is not deemed to have accrued until the discovery of the whereabouts of the article by

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the aggrieved party, the aggrieved party’s agent, or a law enforcement agency. Current law requires a civil action against a museum, gallery, auctioneer, or dealer for the recovery of works of fine art that were unlawfully taken or stolen, including a taking or theft by means of fraud or duress, to be commenced within 6 years of the actual discovery by the claimant or their agent of the identity and whereabouts of the work of fine art and information or facts that are sufficient to indicate that the claimant has a claim for a possessory interest in the work of fine art. Current federal law, the Holocaust Expropriated Art Recovery Act of 2016, establishes a statute of limitation for claims to recover artwork and other property, as defined, stolen or misappropriated by the Nazis between 1933 and 1945. This bill would provide that California substantive law shall apply in actions to recover fine art or an item of historical, interpretive, scientific, or artistic significance, including those covered by the Holocaust Expropriated Art Recovery Act of 2016, brought by a California resident or their heirs, as specified.

**AB 2869 Friedman D ( Dist. 44) Department of Transportation: trail access: infrastructure projects.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. This bill would require the department to mitigate the impact of infrastructure projects that interfere with or eliminate trail access to parks and recreational areas by maintaining safe access for users of existing trails or providing alternative safe access to those parks and recreational areas.

**AB 2874 Soria D ( Dist. 27) Planning and zoning: residential development.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation that would eliminate barriers to new residential development.

**AB 2886 Aguiar-Curry D ( Dist. 4) Gambling Control Act: injunctive relief.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Department of Justice to investigate any violations of, and to enforce, the Gambling Control Act. Current law prohibits a court from issuing a temporary injunction or other provisional order to restrain, stay, or otherwise interfere with any action by the department or the California Gambling Control Commission, except upon a finding by the court, based on clear and convincing evidence, that the public interest will not be prejudiced. Current law prohibits an order from being effective for more than 15 days and a preliminary order from being effective for more than 45 days, except by stipulation of the department or commission. This bill would extend the period an order may be effective to 21 days and extend the period a preliminary order may be effective to 60 days.

**AB 2889 Zbur D ( Dist. 51) Local public employee relations: the City of Los Angeles Employee Relations Board and the Los Angeles County Employee Relations Commission.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Public Employment Relations Board (PERB). Under current law, PERB has the power and duty to investigate an unfair practice charge and to determine whether the charge is justified and the appropriate remedy for the unfair practice. The Meyers-Miliias-Brown Act regulates the labor relations of employees and employers of local public agencies. The act requires that a complaint alleging any violation of the act or of any rules

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and regulations adopted by a public agency pursuant to specified law be processed as an unfair practice charge with the Public Employees' Retirement Board (PERB). The act provides that the initial determination as to whether the charge of unfair practice is justified and, if so, the appropriate remedy necessary to effectuate the purposes of the act is a matter within the exclusive jurisdiction of PERB, except that in an action to recover damages due to an unlawful strike, PERB does not have authority to award strike-preparation expenses as damages and does not have authority to award damages for costs, expenses or revenue losses incurred during, or as a consequence of, an unlawful strike. Current law, notwithstanding PERB's authority, grants the employee relations commissions for the City of Los Angeles and the County of Los Angeles the power and responsibility to take actions on all unfair practices, as specified. This bill would prohibit, in an action to recover damages due to an unlawful strike, the City of Los Angeles Employee Relations Board and the Los Angeles County Employee Relations Commission from awarding strike-preparation expenses as damages and awarding damages for costs, expenses, or revenue losses incurred during, or as a consequence of, an unlawful strike.

**AB 2891 Friedman D ( Dist. 44) Energy: electrical demand forecasts.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Energy Commission, on or before December 1, 2026, and in consultation with the Public Utilities Commission, Independent System Operator, load-serving entities, and resource aggregators, to adopt a set of upfront technical requirements and load modification protocols, as defined, to provide the option for a load-serving entity to reduce or modify its electrical demand forecast upon aggregated system operation, as specified.

**AB 2898 Carrillo, Wendy D ( Dist. 52) Unbundled parking: exemptions: Housing Choice Vouchers.**

**Location:** ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the owner of qualifying residential property, as defined, that provides parking with the qualifying residential property to unbundle parking from the price of rent, as specified. Current law defines "unbundled parking" as the practice of selling or leasing parking spaces separate from the lease of the residential use. Current federal law provides housing assistance to low-income individuals and households in the form of vouchers, commonly known as Housing Choice Vouchers. This bill would exempt any residential unit that is leased to a tenant who receives a federal Housing Choice Voucher, including a federal Veterans Affairs Supportive Housing voucher, from the above-described requirement to unbundle parking.

**AB 2899 Gabriel D ( Dist. 46) General acute care hospitals: licensed nurse-to-patient ratios.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, the State Department of Public Health adopted regulations that establish minimum, specific, and numerical licensed nurse-to-patient ratios by licensed nurse classification and by hospital unit within a general acute care hospital, among other health facilities. Current regulations require licensed nurse-to-patient ratios to represent the maximum number of patients assigned to one licensed nurse at any one time, and define "assigned" to mean the licensed nurse has responsibility for the provision of care to a particular patient within their scope of practice. This bill would require the department, when transmitting to a general acute care hospital the action to be taken on a substantiated violation of the regulation establishing licensed nurse-to-patient ratios, to simultaneously transmit the same information to the person who filed the claim of the violation and their collective bargaining agent or representative, if any. The bill would further require the department, if the action to be taken does not include a fine to simultaneously transmit a statement of the reasoning for not imposing a fine to the person who filed the claim of the violation and their collective bargaining agent or representative, if any.

**AB 2903 Hoover R ( Dist. 7) Homelessness.**

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**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a state agency or department that administers one or more state homelessness programs, upon request of the California Interagency Council on Homelessness, to participate in council activities, as specified, and to provide to the council any relevant information regarding those state homelessness programs. This bill would require, commencing June 1, 2025, a state agency or department that administers one or more state homelessness programs to report annually to the council cost and outcome data for each program the agency or department administers, and would require the council to develop uniform data collection and reporting procedures for this purpose. The bill would require the council to compile the data reported by agencies and departments and, commencing September 1, 2025, annually make that data available to the public.

**AB 2904 Quirk-Silva D ( Dist. 67) Zoning ordinances: notice.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

This bill would instead require notice of the planning commission’s hearing on a proposed zoning ordinance or amendment to a zoning ordinance, if the proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, to be published, posted, mailed, and delivered, or advertised, as applicable, at least 20 days before the hearing. This bill contains other related provisions and other existing laws.

**AB 2909 Santiago D ( Dist. 54) Historical property contracts: qualified historical property: adaptive reuse.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes an owner of any qualified historical property to contract with the legislative body of a city, county, or city and county to restrict the use of the property, as specified, in exchange for lowered assessment values. Current law defines “qualified historical property” as privately owned property that is not exempt from property taxation and is either listed in the National Register of Historic Places or located in a registered historic district, as defined, or listed in any state, city, county, or city and county official register of historical or architectural significant sites, places, or landmarks. Current law establishes the Infill Infrastructure Grant Program of 2019, which requires the Department of Housing and Community Development to establish and administer a grant program to fund capital improvement projects pursuant to specified requirements. Current law provides that capital improvement projects that may be funded under the grant program include, among other things, those related to adapted reuse, which means, when referring to building structures, retrofitting and repurposing of existing buildings that create new residential rental units, as specified. This bill, starting January 1, 2026, and until January 1, 2036, would additionally define as “qualified historical property” a privately owned property that is not exempt from property taxation that was constructed at least 30 years prior to the year a legislative body and property owner enter into a contract to restrict the use of the property, as specified, and that is located within the City of Los Angeles on a site that satisfies certain criteria, including, among others, being in a zone where office, retail, or parking are a principally permitted use.

**AB 2910 Santiago D ( Dist. 54) State Housing Law: local regulations: conversion of commercial or industrial buildings.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Building Standards Law establishes the California Building Standards Commission within the Department of General Services. Current law requires the commission to approve and adopt building standards and

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to codify those standards in the California Building Standards Code, which is required to be published one year. The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. That law requires the building department of every city or county to enforce within its jurisdiction the provisions of the California Building Standards Code, the provisions of the State Housing Law, and specified other rules and regulations promulgated pursuant to that law. That law authorizes a city or county to adopt alternative building regulations for the conversion of commercial or industrial buildings to joint living and work quarters, as specified. This bill would additionally authorize a city to adopt alternative building regulations for the conversion of commercial buildings to residential uses, as specified.

**AB 2911 McKinnor D ( Dist. 61) Campaign contributions: agency officers.**

**Location:** ASSEMBLY ELECTIONS

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Political Reform Act of 1974 prohibits an officer of an agency from accepting, soliciting, or directing a contribution of more than \$250 from any party, participant, or a party or participant’s agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 12 months following the date a final decision is rendered in the proceeding, if the officer knows or has reason to know that the participant has a financial interest, as defined. Current law permits an officer who violates this prohibition to cure the violation by returning the contribution, or portion of the contribution in excess of \$250, within 14 days of accepting, soliciting or directing the contribution, as specified. Current law also prohibits a party or party’s agent from making a contribution of more than \$250 to any officer of an agency while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 12 months following the date a final decision is rendered by the agency in that proceeding. This bill would raise the threshold for contributions regulated by these provisions to \$1,500, as specified.

**AB 2912 Dixon R ( Dist. 72) Energy: retail gasoline pricing.**

**Location:** ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Division of Petroleum Market Oversight in the State Energy Resources Conservation and Development Commission to, among other duties, provide guidance and recommendations to the Governor and the commission on issues related to transportation fuel pricing and transportation decarbonization in California. This bill would require the commission to post and update, on a monthly basis, on its internet website the difference between retail gasoline prices in California and the national average and a calculation of how much that difference has decreased since June 26, 2023, which is the effective date of the above-described provisions, due to the action taken pursuant to those provisions.

**AB 2919 Papan D ( Dist. 21) State Housing Law.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the State Housing Law, generally provides for the regulation of buildings used for human habitation. The law makes its provisions inapplicable to any building regulated by the Manufactured Housing Act of 1980, the Mobilehome Parks Act, and the California Factory-Built Housing Law unless those acts specifically require application. This bill would make nonsubstantive changes to the latter provision.

**AB 2921 Gabriel D ( Dist. 46) Planning and zoning.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

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The Planning and Zoning Law makes various legislative findings and declarations, including that the state has a positive interest in the preparation and maintenance of a long-term, general plan for the physical development of each of the state’s urban areas and that the planning activities of counties and cities can be strengthened and more effectively performed when conducted in relation to studies and planning of an urban regional character. This bill would make nonsubstantive changes to those provisions.

**AB 2926 Kalra D ( Dist. 25) Planning and zoning: assisted housing developments: notice of expiration of affordability restrictions.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires an owner of an assisted housing development proposing the termination of a subsidy contract or prepayment of governmental assistance or of an assisted housing development in which there will be the expiration of rental restrictions to provide a notice of the proposed change to each affected tenant household residing in the assisted housing development, as specified. The Planning and Zoning Law defines “assisted housing development” for these purposes to mean a multifamily rental housing development of 5 or more units that receives governmental assistance under any of specified programs, including assistance provided by counties or cities under specified law in exchange for restrictions on the maximum rents, as specified, and on the maximum tenant income, as specified. The Planning and Zoning law defines a “termination” for these purposes to mean an owner’s decision to extend or renew its participation in a federal, state, or local government subsidy program or private, nongovernmental subsidy program for an assisted housing development, as specified. The Planning and Zoning Law defines the “expiration of rental restrictions” for these purposes to mean the expiration of rental restrictions for an assisted housing development, as specified, unless the development has other recorded agreements restricting the rent to the same or lesser levels for at least 50% of the units. This bill would instead impose the above-described notice requirement on an owner prior to the anticipated date of termination of a subsidy contract or expiration of rental restrictions or prepayment on an assisted housing development, as specified. The bill would expand the definition of “assisted housing development” to include a development that receives assistance from counties or cities in exchange for affordability restrictions, as described above, pursuant to the Middle Class Housing Act of 2022; streamlining assistance pursuant to the Affordable Housing and High Road Jobs Act of 2022; specified law providing a streamlined, ministerial approval process for certain housing developments; or the Affordable Housing on Faith and Higher Education Lands Act of 2023.

**AB 2928 Flora R ( Dist. 9) Budget Act of 2022.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Budget Act of 2022 made appropriations for the support of state government for the 2022–23 fiscal years. This bill would amend the Budget Act of 2022 by amending an item of appropriation relating to the Lockeford Community Services District.

**AB 2937 Wicks D ( Dist. 14) California Environmental Quality Act: streamlined environmental reviews.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration

for a project that may have a significant effect on the environment if revisions in the project would avoid or that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes certain processes, such as the preparation of a master EIR or a focused EIR, to streamline the environmental review of projects. CEQA states the intentions of the Legislature in enacting those streamlined environmental review processes. This bill would make nonsubstantive changes to those statements of intent.

**AB 2940 Muratsuchi D ( Dist. 66) California Environmental Quality Act: environmental leadership development projects: transmission projects.**

**Location:** ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The Jobs and Economic Improvement Through Environmental Leadership Act of 2021 (the act) authorizes the Governor, until January 1, 2032, to certify environmental leadership development projects that meet specified requirements for certain streamlining benefits related to CEQA. The act requires the lead agency for an environmental leadership development project certified by the Governor to prepare the record of proceedings under CEQA concurrently with the administrative process. This bill would make transmission projects that bring new renewable energy generation onto the grid to be environmental leadership development projects for purposes of the act. Because the lead agency for those transmission projects would be required to prepare concurrently the record of proceedings, this bill would impose a state-mandated local program.

**AB 2945 Alvarez D ( Dist. 80) Reconnecting Communities Redevelopment Act.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution, with respect to any taxes levied on taxable property in a redevelopment project established under the Community Redevelopment Law, as it then read or may be amended, authorizes the Legislature to provide for the division of those taxes under a redevelopment plan between the taxing agencies and the redevelopment agency, as provided. Current law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Reconnecting Communities Redevelopment Act, would authorize a city or county, or two or more cities acting jointly, to propose the formation of a reconnecting communities investment agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined. The bill would require the city or county to submit that resolution to each affected taxing entity and would authorize an entity that receives that resolution to elect to not receive a passthrough payment, as provided. The bill would require the city or county that adopted that resolution to hold a public hearing on the proposal to consider all written and oral objections to the formation, as well as any recommendations of the affected taxing entities, and would authorize that city or county to adopt a resolution of formation at the conclusion of that hearing.

**AB 2951 Cervantes D ( Dist. 58) Elections: request for recount: notice.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes any voter, after the completion of the official canvass for a statewide election, to file with the Secretary of State a written request for a vote recount, as specified. Current law requires the Secretary of State to

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send a copy of the written request by registered mail to each affected county elections official, as specified. would instead require the Secretary of State to send a copy of the written request to the elections official by electronic delivery. The bill would require the elections official to provide written confirmation of delivery to the Secretary of State.

**AB 2952 Addis D ( Dist. 30) Public employees: retraining and rehabilitation.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires every public agency, its insurance carrier, and the Department of Rehabilitation to jointly formulate procedures for the selection and referral of injured full-time public employees who may be benefited by rehabilitation services and retrained for other positions in public service. This bill would make nonsubstantive changes to those provisions.

**AB 2955 Quirk-Silva D ( Dist. 67) Affordable housing.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Affordable Housing and High Road Jobs Act of 2022, until January 1, 2033, establishes a streamlined development process for affordable housing developments that meet specified objective standards and affordability and site criteria. This bill would make a nonsubstantive change to those provisions.

**AB 3055 Bonta D ( Dist. 18) Survivors of human trafficking: identification cards.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Motor Vehicles to issue an identification card to an applicant who provides specified information to the department and pays a specified fee. Current law provides assisted processes for persons being released from a federal or state prison or a state hospital to obtain an identification card. Current law additionally waives the fee for senior citizens and indigent persons. This bill would require the department to develop an assisted and expedited process for survivors of human trafficking to obtain a new or replacement identification card. The bill would require the department to develop an application form that can be filled out by specified persons on behalf of the applicant. The bill would require the department to waive the fee for an applicant applying pursuant to this process. The bill would also require the California Victim Compensation Board to post specified information, including information about obtaining an identification card using this process, on its internet website.

**AB 3123 Jones-Sawyer D ( Dist. 57) Los Angeles County Metropolitan Transportation Authority: board code of conduct: lobbying rules.**

**Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Los Angeles County Metropolitan Transportation Authority (MTA), governed by a 14-member board, with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. Current law prescribes a code of conduct for the board of MTA, which includes, among other things, rules pertaining to gifts and financial conflicts of interest. As part of the provisions establishing this code of conduct, current law requires the board of MTA to appoint an ethics officer who reports to the board. Current law also requires MTA to appoint an inspector general and requires the code of conduct to be enforced by the inspector general. This bill would revise and recast the code of conduct by, among other things, specifying that

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board members are subject to all ethics laws applicable to other public officials and by eliminating specific the code of conduct including, among others, certain rules pertaining to gifts and financial conflicts of interest. The bill would also provide that the code of conduct is in addition to any rules or codes adopted by the board.

**AB 3177 Carrillo, Wendy D ( Dist. 52) Mitigation Fee Act: land dedications: mitigating vehicular traffic impacts.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for the fee to reflect a lower rate of automobile trip generation if the housing development satisfies specified characteristics including that the housing development is located within 1/2 mile of a transit station. Current law defines transit station for these purposes to mean a rail or light-rail station, ferry terminal, bus hub, or bus transfer station. This bill would instead require the housing development to be located within 1/2 mile of a transit priority area for purposes of a local agency setting the rate for a mitigating vehicular traffic impacts fee to reflect a lower rate of automobile trip generation.

**AB 3214 Fong, Mike D ( Dist. 49) Public transit: advertising.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates various transit districts with specified powers and duties related to providing public transit services. This bill would require the state, to the extent feasible, to prioritize using advertising space offered by a public transit operator over other advertising space for a public awareness campaign, as specified.

**ABX1 2 Fong, Vince R ( Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

**SB 7 Blakespear D ( Dist. 38) Planning and zoning: annual report: housing for extremely low income households.**

**Location:** ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development. The law requires that the annual report include, among other specified information, the number of net new units of housing, including both rental housing and for-sale housing, that have been issued a completed entitlement, building permit, or certificate of occupancy, and the income category, by area median income, that each unit of housing satisfies, as specified. This bill would revise and recast these provisions to specify that the income category includes extremely low income households, as defined.

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**Location:** ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2030, exempts from the California Environmental Quality Act (CEQA) a university housing development project carried out by a public university on real property owned by the public university if the project meets certain requirements, including that each building within the project is certified as Leadership in Energy and Environmental Design (LEED) Platinum or better by the United States Green Building Council. Current law requires the lead agency, if the university housing development project is exempt from CEQA under the above provision, to file the LEED certificate for buildings within the project and a notice determining that the construction impacts of the project have been fully mitigated with the Office of Planning and Research and the county clerk of the county in which the project is located. Current law requires a public university or a relevant public agency with authority to issue a certificate of occupancy for a building within the project to not issue the certificate of occupancy for the building unless the lead agency receives certification of LEED Platinum or better from the United States Green Building Council for the building and the lead agency determines that the construction impacts of the project have been fully mitigated. This bill would instead require a public university to obtain LEED Platinum certification for each building within a university housing development project no later than 12 months from the issuance of the building's certificate of occupancy or its usage. The bill would prohibit a public university that has exempted a university housing development project from being eligible to exempt a subsequent university housing development project until the public university has obtained LEED Platinum certification for each building within the prior exempted university housing development project.

**SB 517 Gonzalez D ( Dist. 33) Economic development: movement of freight.**

**Location:** ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law authorizes GO-Biz to undertake various activities relating to economic development, including the provision of prescribed information. Current law requires the Transportation Agency to prepare a state freight plan that provides a comprehensive plan to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would authorize GO-Biz to serve as the coordinating entity to steer the growth, competitiveness, and sustainability for freight and the supply chain across the state and to promote and assess the continued economic vitality, economic competitiveness, and sustainability of the freight sector. The bill would also authorize GO-Biz to provide freight and supply chain economic competitiveness information.

**SB 537 Becker D ( Dist. 13) Open meetings: multijurisdictional, cross-county agencies: teleconferences.**

**Location:** ASSEMBLY INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are

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met, including restrictions on remote participation by a member of the legislative body. These circumstances if a member shows “just cause,” including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would expand the circumstances of “just cause” to apply to the situation in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate remotely. The bill would authorize the legislative body of a multijurisdictional, cross-county agency, as specified, to use alternate teleconferencing provisions if the eligible legislative body has adopted an authorizing resolution, as specified. The bill would also require the legislative body to provide a record of attendance of the members of the legislative body, the number of community members in attendance in the teleconference meeting, and the number of public comments on its internet website within 10 days after a teleconference meeting, as specified. The bill would require at least a quorum of members of the legislative body to participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

**SB 638 Eggman D ( Dist. 5) Climate Resiliency and Flood Protection Bond Act of 2024.**

**Location:** ASSEMBLY W.,P. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects.

**SB 672 McGuire D ( Dist. 2) Residential property insurance.**

**Location:** ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally regulates classes of insurance, including residential property insurance. Current law prohibits residential property insurance policy from being issued or renewed in this state unless it complies with certain requirements. This bill would prohibit an admitted insurer that offers residential property insurance from refusing to offer or sell residential property insurance to an applicant whose property meets specified best practices for wildfire building hardening and property-level mitigation.

**SB 768 Caballero D ( Dist. 14) California Environmental Quality Act: State Air Resources Board: vehicle miles traveled: study.**

**Location:** ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law requires the Office of Planning and Research to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. Current law creates the State Air Resources Board as the state agency charged with coordinating efforts to attain and maintain ambient air quality standards, to conduct research into the causes of and solution to air pollution, and to systematically attack the serious problem caused by motor vehicles, which is the major source of air pollution in many areas of the state. Existing law authorizes the state board to do those acts as may be necessary for the proper execution of the powers and duties granted to, and imposed upon, the state board. This bill would require the state board, by January 1, 2026, to conduct and submit to the Legislature a study on how vehicle miles traveled is used as a metric for measuring transportation impacts pursuant to CEQA, as specified.

**SB 908 Cortese D ( Dist. 15) Fentanyl: child deaths.**

**Location: SENATE HEALTH**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the State Department of Public Health to implement and administer various programs relating to public health. The department administers the California Overdose Surveillance Dashboard that provides data on state- and local-level drug-related overdose outcomes for California, including, among other data, the number of deaths related to fentanyl overdoses. Current law requires the department to update the dashboard to reflect additional information, as specified. This bill would require the department to utilize its data to monitor and identify current trends of fentanyl-related deaths of children 0 to 5 years of age, inclusive. The bill would require the department to develop guidance and spread awareness of the trends to protect and prevent children from fentanyl exposure.

**SB 915 Cortese D ( Dist. 15) Local government: autonomous vehicles.**

**Location: SENATE APPR.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the local regulation of certain types of transportation services, including taxicab companies. Current law requires each city or county in which a taxicab company is substantially located to adopt an ordinance or resolution in regards to taxicab transportation service, that includes provisions for a permitting program for taxicab drivers. Under current law, it is unlawful to operate a taxicab company without a valid permit to operate issued by each city or county in which the taxicab company is substantially located. This bill would authorize each city, county, or city and county in which an autonomous vehicle has received authorization by the Department of Motor Vehicles, the Public Utilities Commission, or any other applicable state agency to operate, to protect the public health, safety, and welfare by enacting an ordinance in regard to autonomous vehicle services within that jurisdiction. The bill would require each city, county, or city and county that enacts an ordinance to include certain provisions within that ordinance. These would include a policy for entry into the business of providing autonomous vehicle services including a permitting program that includes, among other things, the establishment of reasonable vehicle caps and hours of service restrictions. This bill contains other related provisions and other existing laws.

**SB 925 Wiener D ( Dist. 11) Legislative review of state agency action.**

**Location: SENATE CONSENT CALENDAR**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a state agency, as specified, to notify the Joint Legislative Budget Committee not less than 60 days prior to the effective date on which the state agency will establish or change a federal aid allocation formula to a local agency. If the chairperson of the committee informs committee members of the chairperson’s intention to waive the 60-day notification period, current law permits the chairperson to grant a waiver of that notification period after receipt of the notification if an objection is not received within 10 days. Current law requires, upon the request of the chairperson or any member of the committee, the committee to schedule a hearing on the proposed allocation formula to be established or changed. This bill would reduce the objection period before granting a waiver to 9 days.

**SB 926 Wahab D ( Dist. 10) Crimes: distribution of intimate images.**

**Location: SENATE APPR.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would make it a crime for a person to intentionally distribute or cause to be distributed any photo realistic image, digital image, electronic image, computer image, computer-generated image, or other pictorial representation of an

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intimate body part or parts of another identifiable person, or an image of the person depicted engaged in a sexual intercourse, sodomy, oral copulation, sexual penetration, or an image of masturbation by the person depicted or in which the person depicted participates that was created in a manner that would cause a reasonable person to believe the image is an authentic image of the person depicted, under circumstances in which the person distributing the image knows or should know that distribution of the image will cause serious emotional distress, and the person depicted suffers that distress. By expanding the scope of a crime, this bill would impose a state-mandated local program.

**SB 936 Seyarto R ( Dist. 32) Office of Planning and Research: study: road safety projects.**

**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Office of Planning and Research (OPR) in the Governor’s office for the purpose of serving the Governor and the Governor’s cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. The California Environmental Quality Act (CEQA) requires OPR to prepare and develop proposed guidelines for the implementation of CEQA by public agencies. This bill would require OPR in coordination with the Department of Transportation, to conduct a study to identify (1) the top 15 locations in the state highway system with the highest rate of vehicle collisions during each calendar year within a range of calendar years selected by OPR for purposes of the study, and (2) projects that could improve road safety at each of those locations.

**SB 947 Seyarto R ( Dist. 32) Department of Transportation: state highway projects: agreements with public entities: project design changes.**

**Location:** SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, in an agreement with a city, county, or other public entity for the contribution of funds for the acquisition, construction, or improvement of any portion of state highway, to include a provision that makes the department responsible for any additional costs associated with a new project design adopted by the department after the project is included in the state transportation improvement program or the state highway operation and protection program, as specified. The bill would also make this provision applicable to agreements in effect as of January 1, 2025.

**SB 955 Seyarto R ( Dist. 32) Office of Planning and Research: Infrastructure Gap-Fund Program.**

**Location:** SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Office of Planning and Research, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies to develop and construct infrastructure projects, as defined. The bill would authorize the office to provide funding for up to 20% of a project’s total cost, subject to specified requirements, including, among other things, that the office is prohibited from awarding a grant to a local agency unless the local agency provides funding that has been raised through local taxes for at least 10% of the infrastructure project’s total cost. The bill would require the office to develop guidelines to implement the program that establish the criteria by which grant applications will be evaluated and funded. The bill would make these provisions operative January 1, 2027.

**SB 960 Wiener D ( Dist. 11) Transportation: planning: complete streets facilities: transit priority projects.**

**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

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Current law requires the Department of Transportation to improve and maintain the state’s highways, and establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would require all transportation projects funded or overseen by the department to provide complete streets facilities, except as specified.

**SB 1031 Wiener D ( Dist. 11) San Francisco Bay area: local revenue measure: transportation improvements.**

**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. This bill would authorize the commission to raise and allocate new revenue and incur and issue bonds and other indebtedness, as specified. In this regard, the bill would authorize the commission to impose a retail transactions and use tax, a regional payroll tax, a parcel tax, and a regional vehicle registration surcharge in all or a subset of the 9 counties of the San Francisco Bay area, in accordance with applicable constitutional requirements.

**SB 1068 Eggman D ( Dist. 5) Tri-Valley-San Joaquin Valley Regional Rail Authority: contracting: Constructor Manager/General Contractor project delivery method.**

**Location:** SENATE CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Tri-Valley-San Joaquin Valley Regional Rail Authority for purposes of planning, developing, delivering, and operating cost-effective and responsive transit connectivity, between the Bay Area Rapid Transit District’s rapid transit system and the Altamont Corridor Express commuter rail service. Current law gives the authority all of the powers necessary for planning, acquiring, leasing, developing, jointly developing, owning, controlling, using, jointly using, disposing of, designing, procuring, and constructing facilities to achieve transit connectivity, including, among other powers, the power to contract with public and private entities for the planning, design, and construction of the connection. Current law authorizes these contracts to be assigned separately or combined to include any or all tasks necessary to achieve transit connectivity. This bill would authorize the Tri-Valley-San Joaquin Valley Regional Rail Authority to use the Construction Manager/General Contractor project delivery method when contracting for the planning, design, and construction of the connection. The bill would additionally authorize the contracts of the authority to extend to work on the state highway system for the construction of passenger rail service through the Altamont Pass Corridor.

**SB 1086 Seyarto R ( Dist. 32) Sales and Use Tax Law: motor vehicle fuel tax: sales price: gross receipts.**

**Location:** SENATE REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current sales and use tax laws provide a partial exemption from the taxes imposed by those laws for motor vehicle fuel that is subject to the taxes imposed by the Motor Vehicle Fuel Tax Law. This bill, beginning January 1, 2025, would exclude from the terms “gross receipts” and “sales price” under the Sales and Use Tax Law the amount of any motor vehicle fuel tax imposed pursuant to the Motor Vehicle Fuel Tax Law.

**SB 1098 Blakespear D ( Dist. 38) Passenger and freight rail: LOSSAN Rail Corridor.**

Attachment: Bill Report May 2024 (10615 : State Legislative Update)

**Location:** SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation, subject to approval of the Secretary of Transportation, to enter into an interagency transfer agreement under which a joint powers board assumes responsibility for administering the state-funded intercity rail service in certain rail corridors, including the LOSSAN Rail Corridor. Current law defines the LOSSAN Rail Corridor as the intercity passenger rail corridor between San Diego, Los Angeles, and San Luis Obispo. Pursuant to this authority, the department entered into an interagency transfer agreement with the LOSSAN Rail Corridor Agency to administer intercity passenger rail service in the LOSSAN Rail Corridor. This bill would require the Secretary of Transportation to provide guidance and recommendations to and coordination between, stakeholders as necessary to ensure the performance of the LOSSAN Rail Corridor, as specified. This bill would also require the Secretary of Transportation, in consultation with the Director of Transportation, the California Transportation Commission, the Secretary for Environmental Protection, and the Secretary of the Natural Resources Agency, to submit a report to the Legislature on or before January 1, 2026, regarding the LOSSAN Rail Corridor that includes specified information.

**SB 1325 Durazo D ( Dist. 26) Public contracts: best value procurement: goods.**

**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law imposes requirements on, and authorizes procedures for, public contracting for equipment and services among other things, by local and state agencies. Current law authorizes certain procurements to be facilitated through a lowest responsible bidder requirement. This bill would authorize a public entity, as defined, to award contracts through a best value procurement method, as described, for the purchase of goods with a base value of \$250,000 or more. The bill would require the public entity to adopt and publish procedures and guidelines for evaluating the qualifications of the bidders to ensure the best value selections are conducted in a fair and impartial manner, as described. The bill would authorize the procedures and guidelines to include the adoption of a high road jobs plan policy that evaluates bidders' high road jobs plan commitments as part of the overall score for the public contract, as specified. This bill would require the solicitation document to include certain information and would direct the public entity to use a scoring method based on price and the factors described in the solicitation document, as specified.

**SB 1393 Niello R ( Dist. 6) Advanced Clean Fleets Regulation Appeals Advisory Committee.**

**Location:** SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified state agencies, other state and local government representatives, and representatives of private fleet owners, the electric vehicle manufacturing

Attachment: Bill Report May 2024 (10615 : State Legislative Update)

industry, and electrical corporations, as provided. The bill would require the committee to meet monthly and require recordings of its meetings to be made publicly available on the state board’s internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee’s consideration of an appeal to be made publicly available on the state board’s internet website.

**SB 1402 Min D ( Dist. 37) 30x30 goal: state agencies: adoption, revision, or establishment of plans, policies and regulations.**

**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Secretary of the Natural Resources Agency to prepare and submit, on or before March 31, 2024, and annually thereafter, a report to the Legislature on the progress made in the prior calendar year toward achieving the goal to conserve 30% of California’s lands and coastal waters by 2030. Current law provides that it is the goal of the state to conserve at least 30% of California’s lands and coastal waters by 2030, known as the 30x30 goal. This bill would require all state agencies, departments, boards, offices, commissions, and conservancies to consider the 30x30 goal when adopting, revising, or establishing plans, policies, and regulations that directly affect land use, management of natural resources, water use and quality, or biodiversity conservation.

**SB 1418 Archuleta D ( Dist. 30) Hydrogen-fueling stations: expedited review.**

**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a city, county, or city and county developing an ordinance to refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist,” as specified. Current law requires a city, county, and city and county, in developing the expedited permitting process, to adopt a checklist of all requirements with which electric vehicle charging stations must comply to be eligible for expedited review. For these purposes, existing law defines “hydrogen-fueling station” to mean the equipment used to store and dispense hydrogen fuel to vehicles according to industry codes and standards that is open to the public. Current law requires a hydrogen-fueling station to meet certain requirements, including any rules established by the State Air Resources Board, Energy Commission, or Department of Food and Agriculture regarding safety, reliability, weights, and measures. This bill would modify the definition of “hydrogen-fueling station” to mean the equipment and structural design components necessary to ensure the safety of the fueling station, including hydrogen-refueling canopies, that are used to store and dispense hydrogen fuel to vehicles according to industry codes and standards that are open to the public. This bill would modify the requirements a hydrogen-fueling station must meet to include all applicable state laws and regulations pertaining to hydrogen fueling, including any rules established by the State Air Resources Board, Energy Commission, or Department of Food and Agriculture regarding safety, reliability, weights, and measures.

**SB 1420 Caballero D ( Dist. 14) Hydrogen.**

**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to adopt hydrogen fuel regulations that ensure state funding for the production and use of hydrogen fuel contributes to the reduction of the emissions of greenhouse gases, criteria air pollutants, and toxic air contaminants, and ensure the production and direct use of hydrogen fuel in motor vehicles also contributes to a reduced dependence on petroleum, as provided. This bill would require the state board to adopt regulations requiring that no less than 33.3% of the retail hydrogen produced for, or dispensed by, fueling stations that receive state funds is made from renewable hydrogen, as provided.

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**Location:** SENATE REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Bradley-Burns Uniform Local Sales and Use Tax Law authorizes counties and cities to impose a local sales and use tax in accordance with that law for tangible personal property sold at retail in the city or county, or purchased for storage, use, or other consumption in the city or county. This bill would prohibit, on or after January 1, 2024, a local agency from entering into, renewing, or extending any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer, as defined, in exchange for the retailer locating or continuing to maintain a place of business that serves as the place of sale, as defined, within the territorial jurisdiction of the local agency if that place of business would generate revenue from the sale of tangible property delivered to and received by the purchaser in the territorial jurisdiction of another local agency, for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law. The bill would make those forms of agreements existing before January 1, 2024, void and unenforceable on January 1, 2030. The bill would require a local agency to post those forms of agreements existing before January 1, 2024, on the local agency's internet website until the form of agreement expires or is made void and unenforceable by these provisions. The bill would make related findings and declarations.

**SB 1510 Stern D ( Dist. 27) Permitting: electric vehicle charging.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires every city, county, and city and county to administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit and requires the review of an application to install an electric vehicle charging station to be limited to the building official review of whether it meets all health and safety requirements of local, state, and federal law. Current law requires an electric vehicle charging station to comply with, among other things, all applicable rules of the Public Utilities Commission regarding safety and reliability, as specified. This bill would express the intent of the Legislature to enact subsequent legislation that would reduce state and local permitting barriers for electric vehicle charging.

**SBX1 1 Jones R ( Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Total Measures: 165

Total Tracking Forms: 165

Attachment: Bill Report May 2024 (10615 : State Legislative Update)

## *Minute Action*

AGENDA ITEM: 21

***Date:*** June 5, 2024

***Subject:***

Federal Legislative Update

***Recommendation:***

Receive and file the May 2024 Federal Legislative.

***Background:***

San Bernardino County Transportation Authority Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on May 8, 2024, regarding the Fiscal Year 2025 (FY25) appropriations process and submitted Community Project Funding and Congressionally Directed Spending applications.

**Fiscal Year 2025 (FY25) Budget**

The House and Senate began holding budget hearings to discuss President Biden’s (President) FY25 budget request, which is the first step in the FY25 appropriations and budget process. During these hearings, Administration officials answered questions from the House and Senate Members about the President’s priority programs and local projects important to Members.

On April 9, 2024, the Republican Steering Committee appointed House Appropriations Committee Vice Chairman Tom Cole (Chairman Cole) to succeed Congresswoman Kay Granger as Chairman after she stepped down in March 2024. Chairman Cole resigned as Chairman of the House Rules Committee to accept this assignment. Chairman Cole also vacated the Chairmanship of the Transportation Housing and Urban Development (THUD) Subcommittee. The new THUD Committee Chair is Representative Steve Womack who was previously serving as the Appropriations Subcommittee Chair for Financial Services.

On April 11, 2024, Chairman Cole released FY25 Member Request Guidance for programmatic requests only. Individual Members may now submit requests to increase or decrease funding to accounts, agencies, or programs that have already been authorized by law. It is unusual for the Appropriations Committee, even under Republican control, to highlight limited spending availability, and this notice may indicate another tight year in the appropriations process. Chairman Cole also indicated that Republican appropriators are weighing changes to the chamber’s earmarking process to limit the number of “political” project requests that could likely include blocking nonprofits from receiving earmarks under the Department of Housing and Urban Development’s Economic Development Initiative Grant Program as well as expanding accounts in the Labor-Health & Human Services-Education Appropriations bill. With the upcoming 2024 election, the delay in finishing the FY24 process, and the onboarding of Chairman Cole, it is widely anticipated that the FY25 appropriations process will not be completed before the end of September and could stretch well into the November lame-duck session or longer.

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

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### **Committee Hearings**

Transportation and Infrastructure Committee (Committee) Chairman Sam Graves held a full Committee markup to approve an update to the roster reflecting the addition of Representative Kevin Kiley to the Committee. The markup was held on Tuesday, April 16, 2024. Representative Kiley's district, California's 3rd Congressional District, is the most geographically diverse in California, spanning most of the California-Nevada border and includes Plumas, Sierra, Nevada, Placer, Alpine, Mono, and Inyo, and parts of Yuba, El Dorado, and Sacramento counties.

On April 17, 2024, the Railroads, Pipelines, and Hazardous Materials Subcommittee Chairman Troy Nehls held a subcommittee hearing to examine the challenges facing the commuter rail industry. The Subcommittee explored the obstacles facing commuter rail providers and opportunities to address issues through legislation. Witness List included the following:

Mr. Darren Kettle, Chief Executive Officer, Metrolink

Mr. Mike Noland, President, Northern Indiana Commuter Transportation District

Ms. Debra Johnson, General Manager and Chief Executive Officer, RTD-Denver

Mr. David W. Dech, Executive Director, South Florida Regional Transportation Authority / Tri-Rail

Mr. Kevin Corbett, President and Chief Executive Officer, New Jersey Transit on behalf of the Northeast Corridor Commission

### **Brightline West**

On April 22, 2024, U.S. Transportation Secretary Pete Buttigieg, along with San Bernardino County Representatives Pete Aguilar and Norma Torres, attended a groundbreaking ceremony in Las Vegas, Nevada for Brightline West's high-speed rail project. Buttigieg reiterated the Biden administration's support for the project that he said will bring thousands of union jobs, boost local economies, and cut traffic and air pollution. Brightline West plans to lay 218 miles of new track in the median of Interstate 15 between Las Vegas and Rancho Cucamonga.

### **In-Use Locomotive Regulation**

House Committee Chairman Sam Graves and Representative Troy Nehls, Chairman of the Railroads, Pipelines, and Hazardous Materials Subcommittee, and 31 additional House Republicans sent a letter urging the Environmental Protection Agency (EPA) to deny California Air Resource Board's (CARB) authorization request to establish new emissions standards, procedures, financial assessments, and reporting requirements on railroad operations through its In-Use Locomotive Regulation.

Under the Clean Air Act, EPA must approve CARB's petition. In the letter to EPA Administrator Michael Regan, the Republican House Members commented on the significant damage the potential CARB rule would do to interstate commerce and supply chains, the illegal nature of the proposal, and its departure from long-established historical norms and precedents.

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These House Republicans are among a growing list of organizations representing rail, agriculture growers and shippers, local governments, manufacturers, other U.S. businesses, and labor unions that oppose the rule.

A similar letter opposing CARB's action and request was also sent on April 16, 2024, from 11 Senate Republicans and Democrat Senator Joe Manchin.

Copies of the House and Senate letters to EPA can be found in Attachments A and B.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Legislative Policy Committee on May 8, 2024.

***Responsible Staff:***

Louis Vidaure, Legislative Analyst

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ATTACHMENT A



**Committee on Transportation and Infrastructure**  
**U.S. House of Representatives**  
 Washington, DC 20515

**Sam Graves**  
 Chairman

Jack Ruddy, Staff Director

**Rick Larsen**  
 Ranking Member

Katherine W. Dedrick, Democratic Staff Director

April 22, 2024

The Honorable Michael S. Regan  
 Administrator  
 United States Environmental Protection Agency  
 1200 Pennsylvania Avenue, NW  
 Washington, D.C. 20460

**Re.: Docket EPA-HQ-OAR-2023-0574-0001, California State Nonroad Engine Pollution Control Standards; In-Use Locomotive Regulation; Requests for Authorization**

Dear Administrator Regan:

We write to express strong opposition to the California Air Resource Board's (CARB's) authorization request to the United States Environmental Protection Agency (EPA) to establish new emissions standards, procedures, financial assessments and reporting requirements on railroad operations through its In-Use Locomotive Regulation ("CARB Rule" or "Rule").<sup>1</sup> We request that the EPA deny CARB's request due to its departure from historical norms and unworkability as is detailed below.

The Committee on Transportation and Infrastructure (T&I or Committee) exercises authorization and oversight authorities of the United States freight and passenger transportation systems.<sup>2</sup> As discussed below, through various authorization acts, the Committee seeks to establish policies and programs that improve the safe and efficient movement of interstate freight and passenger transportation.<sup>3</sup>

<sup>1</sup> Letter from Steven S. Cliff, Ph.D., Executive Officer, California Resource Board to Michael S. Regan, Administrator, United States Environmental Protection Agency (Nov. 7, 2023) available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/locomotive22/authorization.pdf>.

<sup>2</sup> See RULES OF THE HOUSE OF REPRESENTATIVES, 118th Cong., Rule X, clause 1 (r); see also UNITED STATES HOUSE OF REPRESENTATIVES COMM. ON TRANSP. AND INFRASTRUCTURE, *History*, available at <https://transportation.house.gov/about/history.htm> [hereinafter *History*].

<sup>3</sup> See e.g. *Interstate Commerce Commission Termination Act of 1995*, Pub. L. No. 104-88, 109 Stat. 803; *The Locomotive Inspection Act*, Pub. L. No. 103-272, 108 Stat. 885; *The Staggers Rail Act of 1980*, Pub. L. No. 96-448, 94 Stat. 1895; see also *History*, *supra* note 2.



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Policies implemented by agencies outside the legislative jurisdiction of the Committee that may directly or indirectly affect interstate transportation are of interest to the Committee, particularly if those policies impact agencies under the Committee’s jurisdiction. These include the Surface Transportation Board, the Federal Railroad Administration, and Amtrak.<sup>4</sup>

The CARB Rule is an example of a regulation that directly conflicts with existing statutory policies within the purview of the Committee. Accordingly, EPA must reject CARB’s petition.

### **Freight Rail Transportation, Interstate Commerce, and the Committee on Transportation and Infrastructure**

Running almost 140,000 route miles, the nearly \$80-billion National freight industry is not only considered the largest, safest, and most cost-efficient freight system in the world, it offers significant ancillary benefits, including reduced fuel consumption, and lower greenhouse gas emissions when compared to other modes of transportation.<sup>5</sup> It is also the source of a significant number of domestic jobs.<sup>6</sup> Each year, freight rail companies invest an average of \$23 billion in their networks.<sup>7</sup>

The United States railroad transportation system is inextricably linked and vital to the safe and efficient transportation of freight and passengers in interstate commerce.<sup>8</sup> In fact, the first industry to be regulated under the *Interstate Commerce Act* (P.L. 49-104) was the railroad industry.<sup>9</sup> The system is networked in such a manner that disruptions or challenges along any segment of the network often ripple throughout the network and across interstate transportation modes.<sup>10</sup> In other words, rail transportation is by design and operation interstate in nature and is preempted from most state or local laws and regulations. Activities along one segment have implications for freight and passenger transportation service in multiple states. For these reasons Congress has applied the principle of Federal preemption of state or local government policies affecting railroads.<sup>11</sup>

<sup>4</sup> RULES OF THE HOUSE OF REPRESENTATIVES, 118th Cong., Rule X, clause 1 (r).

<sup>5</sup> UNITED STATES DEP’T OF TRANSP., FEDERAL RAIL ADMINISTRATION, *The Freight Rail Network*, available at <https://railroads.dot.gov/rail-network-development/freight-rail-overview>.

<sup>6</sup> *Id.*

<sup>7</sup> ASSOCIATION OF AMERICAN RAILROADS, *Investments Fact Sheet*, available at [AAR-Investments-Fact-Sheet.pdf](https://www.aar.org/Investments-Fact-Sheet.pdf).

<sup>8</sup> Steven G. Bradbury, *California’s Attempt to Dictate Locomotive Technology for National Rail System Unlawfully Conflicts with Federal Law*, WASHINGTON LEGAL FOUNDATION, (Sept. 8, 2023), available at <https://www.wlf.org/2023/09/07/publishing/californias-attempt-to-dictate-locomotive-technology-for-our-national-rail-system-unlawfully-conflicts-with-federal-law/#:~:text=The%20central%20provision%20in%20the,of%20the%20locomotive%27s%20original%20engine> [hereinafter “Bradbury”].

<sup>9</sup> See *The Interstate Commerce Act of 1887*, Pub. L. No. 49–104 (1887); see also NAT’L ARCHIVES, *The Interstate Commerce Act (1887)*, available at <https://www.archives.gov/milestone-documents/interstate-commerce-act>.

<sup>10</sup> Bradbury, *supra* note 7.

<sup>11</sup> *ICCTA of 1995*, H. REPT. NO. 104-311 (1995), at 96.

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This principle is most clearly spelled out in the *Interstate Commerce Commission Termination Act (ICCTA) of 1995* (P.L. 104-88) that discussed the elimination of residual state powers of the regulation of railroads.<sup>12</sup> Congress wrote: “Any other construction would undermine the uniformity of Federal standards and risk the balkanization and subversion of the Federal scheme of minimal regulation for this *intrinsically* (emphasis added) interstate form of transportation.”<sup>13</sup> Congress also clearly stated: “Subjecting rail carriers to regulatory requirements that vary among the States would greatly undermine the industry’s ability to provide the ‘*seamless*’ service (emphasis added) that is essential to its shippers and *would waken the industry’s efficiency and competitive viability* (emphasis added).”<sup>14</sup>

As courts have previously observed when evaluating cases of Federal preemption of state laws and regulation and the authority granted to the Surface Transportation Board (STB) under the *Interstate Commerce Act*: “it is difficult to imagine a broader statement of Congress’s intent to preempt state regulatory authority over railroad operations.”<sup>15</sup> Nevertheless, CARB ignores both clear statutory text and court concurrence in seeking to establish a rule that unreasonably burdens and interferes with rail transportation, and EPA would only further this should it grant the request for authorization.

A basic understanding of railroad networks helps explain Congress’ thinking. For example, two Class I carriers operate in California: Union Pacific (UP) and BNSF.<sup>16</sup> The line haul operations of these railroads are not confined to California but are part of a much larger multistate freight rail transportation network that stretches east of the Mississippi River, though these networks differ slightly to serve other customers.<sup>17</sup>

UP and BNSF are part of a vast, intricate transportation supply chain that feeds to and receives from freight and passengers across the entire rail, highway, water, and aviation networks. Due to interchange, shipments from UP and BNSF may also be transported along other Class I, Class II and Class III networks. Allowing individual states or localities to create regulatory patchworks undermines the safety and efficiency of interstate supply chains.

Even smaller Class II and III freight rail carriers that may only operate within a state’s boundaries are important to the overall efficiency of the interstate freight rail system. Short Line

<sup>12</sup> *ICCTA of 1995*, Pub. L. No. 104-88, 109 Stat. 803.

<sup>13</sup> *ICCTA of 1995*, H. REPT. NO. 104-311 (1995), at 96.

<sup>14</sup> *Interstate Commerce Commission Sunset Act of 1995*, S. REPT. NO. 104-176 (1995), at 6 [hereinafter “Senate Committee Report”].

<sup>15</sup> *Surface Transportation Board Reporter, Petition of Norfolk Southern Railway Company for Expedited Declaration*, Docket No. FD 35949, (Feb. 22, 2016) at 3, available at <https://www.willcoxsavage.com/media/1540/2252016-stb-decision.pdf>. [hereinafter “STB Decision”].

<sup>16</sup> CALIFORNIA PUBLIC UTILITIES COMMISSION, *Regulated California Railroads*, available at <https://www.cpuc.ca.gov/industries-and-topics/rail-safety/railroad-operations-and-safety/rail-operations-regulated-california-railroads>.

<sup>17</sup> See Union Pacific, *Union Pacific System Map*, available at [https://www.up.com/aboutup/reference/maps/system\\_map/index.htm](https://www.up.com/aboutup/reference/maps/system_map/index.htm); BNSF, *Ship with BNSF*, available at <https://www.bnsf.com/bnsf-resources/pdf/ship-with-bnsf/maps-and-shipping-locations/bnsf-network-map.pdf>.

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Railroads operate 47,500 route miles comprising 29 percent of freight rail in the United States.<sup>18</sup> These railroads move one in five carloads on the freight rail network annually, providing first and last mile service for longer interstate shipments.<sup>19</sup>

Due to the interdependent design of railroads the Federal Government has determined, and the courts have confirmed, that a uniform regulatory scheme is necessary to the operation of the National rail system.<sup>20</sup> These principles are also encapsulated in the *Locomotive Inspection Act*.<sup>21</sup> Notably, Congressional intent can also be found in the *Clean Air Act's* Section 209(e)(1) that preserves for the Federal Government the regulation of emissions from new locomotives and locomotive engines.<sup>22</sup>

CARB's Rule would be detrimental to the safe and efficient operation of the National rail system and undermine Congress's statutorily expressed desire for Federal preemption of state and local laws that govern transportation by rail carrier.

### **CARB's Regulation**

The CARB locomotive regulation is primarily comprised of four parts: 1) the In-Use Operational Requirement, 2) the Idling Requirement, 3) the Spending Account, and 4) Registration, Reporting and Recordkeeping Requirements.<sup>23</sup> As detailed below, each of these parts conflicts with existing statute, and therefore the EPA should reject both the policies and the application.

#### *In-Use Zero Emission Operational Requirement*<sup>24</sup>

Starting in 2030, under the CARB Rule, for switcher, industrial, and passenger locomotives, only locomotives with an original build date less than 23 years old will be allowed to operate in California unless it meets Tier 4 standards, is operated in a zero emissions (ZE) configuration, or if the primary engine has not exceeded the specified megawatt hour (MWh).<sup>25</sup> In addition, switch locomotives with original build dates of 2030, or newer, will need to operate in ZE configuration in California, and line-haul locomotives engines build dates of 2035 or

<sup>18</sup> AMERICAN SHORT LINE AND REGIONAL RAILROAD ASSOCIATION, *The Short Line and Regional Railroad Industry*, available at <https://www.aslrra.org/about-us/industry-facts/>.

<sup>19</sup> *Id.*

<sup>20</sup> United Transp. Union v. Long Island R. Co., 455 U.S. 678 (1982).

<sup>21</sup> See Senate Committee Report, *supra* note 13 at 4; see also 49 U.S.C. § 20701.

<sup>22</sup> 42 U.S.C. § 7543(e).

<sup>23</sup> CALIFORNIA AIR RESOURCES BOARD, *In the Matter of California's Request for Authorization Pursuant to Clean Air Act Section 209(e) for the In-Use Locomotive Regulation, Clean Air Act Section (3)(2)*, (Nov. 7, 2023), available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/locomotive22/authorizationsdoc.pdf>, [*hereinafter* "CARB Authorization"].

<sup>24</sup> *Id.* at 5.

<sup>25</sup> CAL. CODE REGS. tit. 13, § 2478.5 (2022) [*hereinafter* "CARB Final Regulatory Order"], available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/locomotive22/fro2.pdf>.

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newer will need to operate in ZE configuration in California.<sup>26</sup> This requirement is clearly preempted.

The *ICCTA* transferred general jurisdiction of freight rail transportation from the then Interstate Commerce Commission to the newly established STB.<sup>27</sup> The *ICCTA* “preempts all state laws that may reasonably be said to have the effect of managing or governing rail transportation.”<sup>28</sup> STB regulates transportation by rail carrier that is only by railroad as part of the interstate rail network.<sup>29</sup>

Assuming compliant locomotives are commercially available, which is not presently the case, the CARB Rule would require railroads to switch locomotives at the border or install electrification infrastructure in states other than California.<sup>30</sup> This clearly constitutes the management or governing of rail transportation. In addition, it creates the potential for certain other states in other regions to adopt similar rules. It is the type of regulatory patchwork that interferes with the safe and efficient movement of passengers and commerce across state lines. Thus, the regulation is preempted under the *ICCTA*.

### *Idling Requirement*<sup>31</sup>

CARB’s proposed idling requirements would require operators to shut down stationary locomotives and require the installation of automatic engine start stop devices.<sup>32</sup> This provision is clearly preempted.<sup>33</sup>

Locomotive idling is often a safety necessity to maintain brake pressure on a consist and to ensure the locomotive is operational when needed.<sup>34</sup> It makes little economic sense for an operator to unnecessarily idle a locomotive. However, the Rule would “decide for railroads what constitutes unnecessary idling.”<sup>35</sup> In other instances, where localities or states likewise attempted to limit the idling of locomotives, courts have found that such requirements are preempted by the *ICCTA*.<sup>36</sup> Thus, an authorization of regulation would allow CARB to manage or govern rail transportation in contravention of the *ICCTA*.

<sup>26</sup> *Id.*

<sup>27</sup> *ICCTA of 1995*, Pub. L. No. 104-88, 109 Stat. 803 §§ 101, 102.

<sup>28</sup> *Assoc. of Am. R.R. v. S. Coast Air Quality Mgmt.*, Dist., 622 F.3d 1094, 1098 (9<sup>th</sup> Cr. 2010).

<sup>29</sup> 49 U.S.C. § 10501(a)(1)(A).

<sup>30</sup> THE AMERICAN SHORT LINE AND REGIONAL RAILROAD ASSOCIATION, *Comments of the Association of American Railroads, the American Short Line and Regional Railroad Association, and the California Short Line Railroad Association* at 10, available at <https://www.aslrra.org/aslrra/document-server/?cfp=aslrra/assets/File/public/news/testimony/aslrra-comments-to-propopsed-in-use-locomotive-regulations-110722.pdf>.

<sup>31</sup> CARB Authorization, *supra* note 25 at 7.

<sup>32</sup> CARB Final Regulatory Order, *supra* note 27 at §2478.9.

<sup>33</sup> *ICCTA of 1995*, Pub. L. No. 104-88, 109 Stat. 803.

<sup>34</sup> CANADIAN TRANSPORTATION AGENCY, *Why locomotives idle*, available at <https://otc-cta.gc.ca/eng/publication/noise-and-vibration-idling-locomotives>.

<sup>35</sup> STB Decision, *supra* note 15 at 5.

<sup>36</sup> *Ass’n of Am. R.R. v. South Coast Air Quality Mgmt. Dist.*, 2007; *see also Delaware v. Surface Transp. Bd.* (2017).

The Honorable Michael S. Regan

April 22, 2024

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Likewise, the regulation is preempted by the *Locomotive Inspection Act* (P.L. 103-272) in which courts have found “Congress intended to provide a nationally uniform standard for regulating railroad equipment ... there is no area within which the states may regulate.”<sup>37</sup> Again, the case of Federal preemption is clear.

### *Record Keeping*<sup>38</sup>

The same Federal preemption of state and locality-based regulation of railroads applies to the Rule’s record keeping requirements. The CARB Rule requires railroads to measure and report emissions information that will then be used to calculate payments to the below-mentioned Spending Account.<sup>39</sup> It is also required to measure compliance with the above-mentioned idling requirement.<sup>40</sup>

Again, the *ICCTA* preempts the establishment of state and local regulations of railroad operations and equipment.<sup>41</sup> If Federal law precludes California from regulating the equipment and operations of railroads, it clearly precludes record keeping associated with these activities.

### *Spending Account*<sup>42</sup>

The CARB Rule requires railroads operating in California to “deposit” funds into a Spending Account to purchase, lease, or rent so-called zero emissions locomotives and associated equipment.<sup>43</sup> These assessments, which may only be used for CARB-approved purposes, are specifically targeted at the railroad industry, economically regulate the railroad industry, regulate railroad operations, and are preempted under the *ICCTA*.

The Rule violates the principles of the *Staggers Rail Act of 1980* (P.L. 96-448).<sup>44</sup> This statute was enacted to ensure freight rail operators earned a sufficient rate of return to rehabilitate the rail system in order to meet the demands of interstate commerce, and to reform Federal regulatory policy so as to preserve a safe, adequate, economical, efficient, and financially stable rail system.<sup>45</sup>

Each year, the railroad industry invests an average of \$23 billion in its network.<sup>46</sup> These investments are made to benefit safety, utilization and capacity, and improvements in efficiency

<sup>37</sup> See *The Locomotive Inspection Act*, Pub. L. No. 103-272, 108 Stat. 885; see also *Gn. Motors Corp. v. Kilgore*, 853 So.2d 171, 178 (Ala. 2002).

<sup>38</sup> CARB Authorization, *supra* note 25 at 7-8.

<sup>39</sup> CARB Final Regulatory Order, *supra* note 27 at §2478.11.

<sup>40</sup> *Id.* at 8.

<sup>41</sup> *ICCTA of 1995*, Pub. L. No. 104-88 §10501, 109 Stat. 807.

<sup>42</sup> CARB Authorization, *supra* note 25 at 4-5.

<sup>43</sup> CARB Final Regulatory Order, *supra* note 27 at §2478.4.

<sup>44</sup> *The Staggers Rail Act of 1980*, Pub. L. No. 96-448, 94 Stat. 1895.

<sup>45</sup> *The Staggers Rail Act of 1980*, S. REP. NO. 96-1430 at 3.

<sup>46</sup> AMERICAN ASSOCIATION OF RAILROADS, *Freight Rail’s Strategic Investments*, available at <https://www.aar.org/wp-content/uploads/2023/06/AAR-Investments-Fact-Sheet.pdf>.

The Honorable Michael S. Regan

April 22, 2024

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that also reduce its regulated emissions.<sup>47</sup> The Rule would undoubtedly reduce these investments by requiring operators to spend funds on regulatory compliance that would otherwise benefit supply chains and the environment.

For example, it is estimated that the two Class I railroads operating in California will each need to deposit between \$700 million to \$800 million a year to the Spending Account.<sup>48</sup> As organizations representing local governments, businesses, and labor have noted, this level of assessment puts at risk investment in rail infrastructure projects.<sup>49</sup> For example, funding for the Barstow International Gateway could be threatened, a project that will not only improve the efficiency of supply chains, but is located in areas that limit negative externalities on urbanized areas and help contribute to reduced congestion, maintenance, and improved safety on California highways.<sup>50</sup> The project is also anticipated to create 20,000 direct and indirect jobs, including union jobs.<sup>51</sup>

The burden of the Spending Account assessment would be especially acute on smaller Class II and Class III operations. According to one estimate, the amount many of these operators would have to deposit in the spending account exceeds the operator's annual profits.<sup>52</sup> This government-imposed burden is the very type of business sustainability scenario the *Staggers Rail Act of 1980* was enacted to prevent.

CARB's own analysis admits the burden of the Rule's compliance costs that "it is possible some of these businesses would be eliminated."<sup>53</sup> As short line carriers are in the most direct competition with trucks, they have very little opportunity to raise their rates to meet the burdens and requirements imposed by the Rule. In short, the so-called Spending Account does nothing to retain or enhance investment in freight rail operations or capacity and would unreasonably burden interstate commerce. The Spending Account is fiscally coercive with little

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<sup>47</sup> *Id.*

<sup>48</sup> The Editorial Board, *California Wants to Ban Your Choo-Choo*, WALL ST. J., (Nov. 17, 2023), available at <https://www.wsj.com/articles/california-diesel-locomotives-gavin-newsom-biden-administration-c4838adf>.

<sup>49</sup> See Letter from Dawn Rowe, Third District Supervisor, Chair, San Bernardino County Board of Supervisors to Karl Simon, Director, Transportation Climate Division, Office of Transportation and Air Quality, United States Environmental Protection Agency (Mar. 18, 2024); see also Letter from Jon Switalski, Executive Director, Rebuild SoCal Partnership to David Dickinson, Transportation Climate Division, Office of Transportation and Air Quality, United States Environmental Protection Agency (Mar. 25, 2024).

<sup>50</sup> *Id.*

<sup>51</sup> *Id.*

<sup>52</sup> THE AMERICAN SHORT LINE AND REGIONAL RAILROAD ASSOCIATION, *Comments of the Association of American Railroads, the American Short Line and Regional Railroad Association, and the California Short Line Railroad Association* at 15, available at <https://www.aslrra.org/aslrra/document-server/?cfp=aslrra/assets/File/public/news/testimony/aslrra-comments-to-propopsed-in-use-locomotive-regulations-110722.pdf>.

<sup>53</sup> CALIFORNIA AIR RESOURCES BOARD, PROPOSED IN-USE LOCOMOTIVE REGULATION: STANDARDIZED REGULATORY IMPACT ASSESSMENT at 143, (May 26, 2022), available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/locomotive22/appb.pdf> [*hereinafter* "CARB Reg. Impact Analysis"].

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to no accompanying resource to assist small operators with the cost of compliance.<sup>54</sup> Finally, it would also constitute the economic and operational regulation of railroads. It is thus preempted by the *ICCTA*.

### **Conclusion**

The CARB Rule would have substantial negative consequences for interstate commerce. It represents the very type of government meddling in the economic regulation of railroads and the movement of goods and passengers the *Staggers Rail Act of 1980* and the *ICCTA* were enacted to prevent. As such, it very much impacts statutes and policies under the jurisdiction of the T&I Committee and the agencies Congress has tasked with responsibility for carrying out these policies.

Railroads are a crucial mode in the movement of freight and passengers in interstate commerce. Congress has enacted and courts have issued rulings on an entire body of law to ensure that individual states and localities, or even groups of states and localities, do not enact policies that specifically interfere with the operations of railroads.

The CARB Rule fails any meaningful cost-benefit analysis. According to CARB's own analysis, the cost for Class I operators exceeds \$86 billion.<sup>55</sup> Further, it acknowledges some operations important to the system would not be able to absorb these regulatory costs. Additionally, it mandates the adoption of technology that is not commercially available, such as zero emission locomotives. EPA must reject this misguided, dangerous, and illegal petition.

The consequences of the CARB Rule are widely recognized beyond the directly regulated industry. It is for these reasons that several local government, labor and shipper stakeholders, recognize the economic harm the Rule will have on railroad employment, investment in infrastructure, and its capacity to serve the supply chain needs of shippers.<sup>56</sup> They have likewise petitioned EPA to reject the In-Use Locomotive Rule.<sup>57</sup>

We encourage the Federal Government, states, localities and railroad operators to continue to work together on meaningful and voluntary initiatives to address the externalities of railroad operations. Unfortunately, the CARB Rule is an excessive overreach that threatens interstate freight and passenger rail transportation. The CARB Petition for Authorization must be rejected by EPA.

<sup>54</sup> *Cleaner Trains: Opportunities for Reducing Emissions from America's Rail Network Hearing Before the Subcomm. on Clean Air, Climate and Nuclear Safety of the Senate Comm. on Environment and Public Works*, 118th Congress, (statement of Chuck Baker, President, American Short Line and Regional Railroad Administration at 8).

<sup>55</sup> CARB Reg. Impact Analysis, *supra* note 55 at 88-90.

<sup>56</sup> See Letter from Brotherhood of Locomotive Engineers and Trainmen to Karl Simon, Director of Transportation Climate Division, Office of Transportation and Air Quality, Environmental Protection Agency (March 21, 2024)(on file with Comm.); Letter from California Agriculture Organizations to Karl Simon, Director of Transportation Climate Division, Office of Transportation and Air Quality, Environmental Protection Agency (2024) (On file with Comm.)

<sup>57</sup> *Id.*

The Honorable Michael S. Regan  
April 22, 2024  
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We appreciate your consideration of our concerns. If you have any questions, please contact the Republican Staff of the Subcommittee on Railroads, Pipelines, and Hazardous Materials at (202) 225-9446.

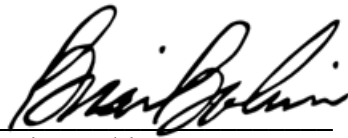
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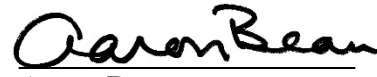
Sam Graves  
Chairman  
Committee on Transportation  
and Infrastructure



Troy E. Nehls  
Chairman  
Subcommittee on Railroads,  
Pipelines and Hazardous Materials



Brian Babin, D.D.S.  
Member of Congress



Aaron Bean  
Member of Congress



Mike Bost  
Member of Congress



Tim Burchett  
Member of Congress



Eric Burlison  
Member of Congress



Lori Chavez-DeRemer  
Member of Congress



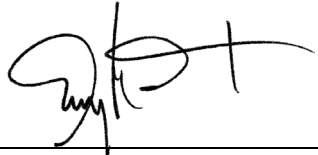
Mike Collins  
Member of Congress



Eric A. "Rick" Crawford  
Member of Congress

Attachment: House Letter to EPA regarding In-Use Locomotive Regulation (10614 : Federal Legislative Update)





Anthony D'Esposito  
Member of Congress



John S. Duarte  
Member of Congress



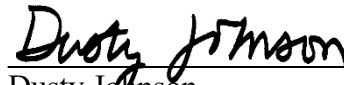
Mike Ezell  
Member of Congress



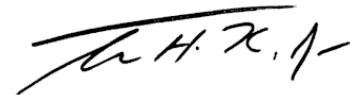
Garret Graves  
Member of Congress



Jenniffer González-Colón  
Member of Congress



Dusty Johnson  
Member of Congress



Thomas H. Kean, Jr.  
Member of Congress



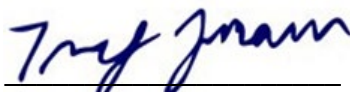
Kevin Kiley  
Member of Congress



Doug LaMalfa  
Member of Congress



Celeste Maloy  
Member of Congress



Tracey Mann  
Member of Congress



Brian Mast  
Member of Congress

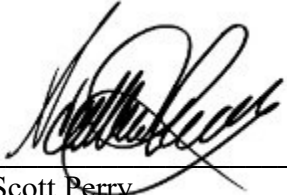
The Honorable Michael S. Regan  
April 22, 2024  
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Marcus J. Molinaro  
Member of Congress



Burgess Owens  
Member of Congress



Scott Perry  
Member of Congress



David Rouzer  
Member of Congress



Pete Stauber  
Member of Congress



Jeff Van Drew  
Member of Congress



Derrick Van Orden  
Member of Congress



Daniel Webster  
Member of Congress



Bruce Westerman  
Member of Congress



Brandon Williams  
Member of Congress



Rudy Yakym III  
Member of Congress

Attachment: House Letter to EPA regarding In-Use Locomotive Regulation (10614 : Federal Legislative Update)

The Honorable Michael S. Regan  
April 22, 2024  
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cc: The Honorable Rick Larsen, Ranking Member  
Committee on Transportation and Infrastructure

The Honorable Donald Payne, Jr., Ranking Member  
Subcommittee on Railroads, Pipelines, and Hazardous Materials

Attachment: House Letter to EPA regarding In-Use Locomotive Regulation (10614 : Federal Legislative Update)

## ATTACHMENT B

# United States Senate

WASHINGTON, DC 20510

April 16, 2024

The Honorable Michael Regan  
 Administrator  
 U.S. Environmental Protection Agency  
 1200 Pennsylvania Ave NW  
 Washington, DC 20460

Dear Administrator Regan:

On April 27, 2023, the California Air Resources Board (CARB), the air regulator for the State of California, finalized a regulation aimed at reducing emissions in the rail sector. The In-Use Locomotive Regulation (the “Regulation”) would impose significant operational and financial burdens on freight railroads operating in California, including both Class I and short line railroads. In order to go into full effect, the Regulation requires the EPA to issue a waiver pursuant to section 209 of the Clean Air Act (CAA) (42 U.S.C. 7543(e)). As the EPA considers this waiver request from CARB, we request that the EPA fully considers the limitations on the authority granted to it under the Clean Air Act and the broad impacts that such an approval would have on rail operations in California and across the United States, Canada, and Mexico.

As you are aware, beginning in 2030, the Regulation prohibits the operation in California of locomotives more than 23 years after its original manufacture date unless those locomotives operate in a zero-emissions configuration - technology that is not commercially available today. The Regulation also requires railroads to open and deposit funds into ‘spending accounts’ based on the emissions and energy consumption of each non-zero-emissions locomotive operating in California. These funds could only be utilized by the railroads to purchase these new, zero-emissions locomotives or to invest in the requisite infrastructure and demonstration projects associated with zero-emissions locomotives. The spending account provision of the Regulation would result in onerous financial constraints on railroads in California, with some estimates suggesting that the two Class I railroads with operations in California would each have to deposit approximately \$800 million annually into such accounts. Finally, the Regulation imposes strict idling requirements on the railroads as well as stringent recordkeeping requirements by mandating that every instance of idling longer than thirty minutes be reported along with the reason for idling that length of time.

The national rail network is an interconnected system of over 144,000 track miles that spans the United States, Canada, and Mexico. It is for that very reason that Congress has passed laws which unequivocally state that, as an intrinsically interstate form of transportation, the rail industry must be regulated at the federal level and not subjected to a patchwork of varying state and local regulations as trains move goods across the continent. Attempts to create state-specific operational rules, such as those envisioned by CARB, would jeopardize the interoperability of the national network and would threaten the overall health of the supply chain.

CARB has stated its goal is to force the railroads to convert their national fleets to the currently unavailable and untested zero-emission locomotives. The CAA does not grant EPA the authority to allow states to mandate specifications for the design and manufacture of locomotives – which is precisely what CARB seeks in its authorization request.

CARB's authorization request, therefore, violates the restrictions laid out in the CAA. Section 209(e)(1) of the CAA clearly prohibits California or any other state from attempting to regulate emissions from new engines used in locomotives. Despite EPA's misguided effort last year to remove regulatory preemption language, EPA is bound by the statutory language in section 209 when determining whether to issue a waiver. By forcing railroads to adopt new zero-emissions locomotives for their operations in California, CARB clearly goes beyond the parameters of section 209(e)(2) by attempting to change the fleet nationwide to new, zero-emissions locomotives.

Rail transportation remains the most fuel-efficient mode of transporting freight by land. A single locomotive can move one ton of freight 500 miles on a single gallon of fuel and can pull the equivalent freight of nearly 100 trucks. Railroads represent less than two percent of all transportation-sector greenhouse gas emissions, less than one tenth of the greenhouse gas emissions from the trucking sector. Approval of CARB's authorization request could inadvertently increase overall emissions by forcing more shippers to utilize trucks as opposed to rail-based transportation.

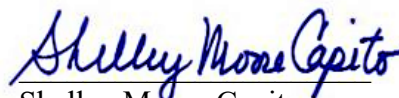
If the EPA were to approve CARB's authorization request, the results would be devastating for the rail industry and, subsequently, the economy as a whole. Under section 209(e)(2), other states would be able to follow California's lead and adopt identical standards, further disrupting the uniform regulatory landscape. In addition, the financial strain the spending account requirement of the Regulation would place on railroads could be multiplied across each other state that chooses to adopt the Regulation. Finally, the EPA's actions could jeopardize the supply chain by forcing railroads to utilize largely unproven technology to power the locomotives. The technology will also need to be evaluated by the Federal Railroad Administration to determine any safety concerns. Although railroads are currently investing in the research and development needed to commercialize zero emissions technology, that technology is years away from commercial viability.

It is for these reasons that we request the EPA carefully consider the environmental, supply chain, and modal shift implications that EPA approving CARB's waiver request would have. The economy depends on the timely, efficient, and predictable movement of goods that is facilitated by the railroads. California has failed to demonstrate the extraordinary circumstances needed to satisfy the requirements of their waiver request. And if the EPA concludes that the Regulation would substantially change the design of future locomotives in use in California and across the country, the EPA must deny the given that EPA has no authority to waive the preemptive provisions of section 209(e)(1).

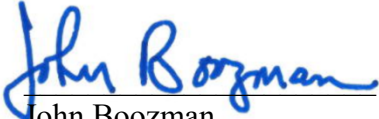
Sincerely,



Pete Ricketts  
United States Senator



Shelley Moore Capito  
United States Senator



John Boozman  
United States Senator



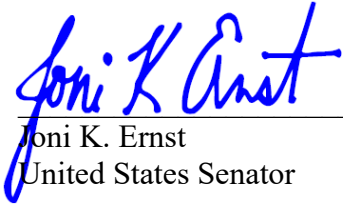
Joe Manchin III  
United States Senator



Mike Braun  
United States Senator



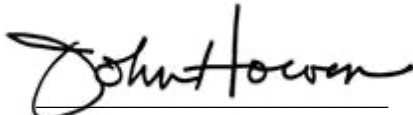
Kevin Cramer  
United States Senator



Joni K. Ernst  
United States Senator



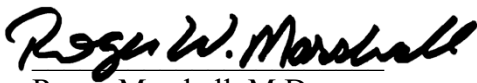
Deb Fischer  
United States Senator



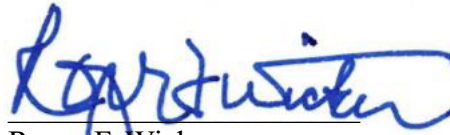
John Hoeven  
United States Senator



Cynthia M. Lummis  
United States Senator



Roger Marshall, M.D.  
United States Senator



Roger F. Wicker  
United States Senator

## ***Minute Action***

AGENDA ITEM: 22

***Date:*** June 5, 2024

***Subject:***

Election of Officers for Fiscal Year 2024/2025

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Council of Governments:

- A. Receive Nominating Committee recommendations for Board President and Vice President.
- B. Conduct elections for Board President and Vice President.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) Administrative Code, adopted by Ordinance No. 17-001 on June 7, 2017, provides the process for the election of officers (SBCTA Admin. Code §§ 2-01-130, 2-01-050). The process is initiated by the selection of a seven member Nominating Committee. The Nominating Committee consists of one member of the County Board of Supervisors and two members from each of the three Subareas: East Valley, West Valley and Mountain/Desert. The current Board President is automatically included as a member of the Nominating Committee representing either the County or their respective subarea.

On May 1, 2024, the subareas convened caucuses to select their representatives to serve on the Nominating Committee. The members of the Nominating Committee are: Frank Navarro, City of Colton, and Larry McCallon, City of Highland, representing the East Valley; Eunice Ulloa, City of Chino, and Alan Wapner, City of Ontario, representing the West Valley; Art Bishop, Town of Apple Valley, and Debra Jones, City of Victorville, representing the Mountain/Desert; and Dawn Rowe, representing the County Board of Supervisors.

The Nominating Committee will announce their recommendations at the June 5, 2024 Board of Directors meeting. The Board of Directors will then vote to select the Board President and Vice President. The President and Vice President will take office at the next regular Board meeting subsequent to the election. The persons elected as President and Vice President of the SBCTA Board will also serve as President and Vice President of the San Bernardino Council of Governments (SBCOG) Board in accordance with the SBCOG Bylaws.

***Financial Impact:***

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. Recommendations are presented directly to the Board of Directors at the last regular Board meeting of the fiscal year, pursuant to SBCTA Administrative Code. SBCTA General Counsel has reviewed this item.

***Responsible Staff:***

Dawn Rowe, County of San Bernardino

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

Board of Directors Agenda Item  
June 5, 2024  
Page 2

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:



## *Minute Action*

AGENDA ITEM: 23

**Date:** June 5, 2024

**Subject:**

Appropriations Limitation for Fiscal Year 2024/2025

**Recommendation:**

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

Adopt Resolution No. 24-025 establishing an appropriations limit of \$1,675,670,948 for Fiscal Year 2024/2025.

**Background:**

Article XIII B of the California Constitution specifies that the appropriations limit of state and local governments shall be set by resolution annually and may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above-mentioned requirements, Resolution No. 24-025 setting the appropriations limit for the San Bernardino County Transportation Authority (SBCTA) has been prepared and is attached for review and adoption. The California Department of Finance provides the percentage change over the prior year for the per capita personal income and the annual percentage change in population. This factor, multiplied by the approved prior year appropriations limit, establishes SBCTA’s Fiscal Year 2024/2025 appropriations limit at \$1,675,670,948. The annual establishment of an appropriations limitation excludes federal grant funds from the calculation.

The previous limit approved by the Board of Directors was \$1,610,367,270. Resolution No. 24-025 adjusts the limit to \$1,675,670,948. The increase from the prior year is due to a 3.62% increase in per capita personal income and 0.42% increase in County population over the prior year.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. Budget is well below the proposed appropriations limit.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its June 5, 2024, meeting, in conjunction with the adoption of the Fiscal Year 2024/2025 Budget. SBCTA General Counsel has reviewed this item and the draft resolution.

**Responsible Staff:**

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

Entity: San Bernardino County Transportation Authority

**RESOLUTION NO. 24-025**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY ESTABLISHING  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024/2025**

**WHEREAS**, Article XIII B of the California Constitution and Sections 7900 through 7913 of the California Government Code require the governing body of each local government to annually determine and establish, by resolution, an appropriations limit; and

**WHEREAS**, the appropriations limit is applicable to the proceeds of taxes levied by or for a local government entity and interest earned on such proceeds, and from the proceeds of state subventions to that local government entity.

**NOW, THEREFORE, BE IT RESOLVED**, by the San Bernardino County Transportation Authority:

Section 1. Pursuant to Section 7902(b) of the California Government Code and California Constitution Article XIII B, the appropriations limit for San Bernardino County Transportation Authority for Fiscal Year 2024/2025 is hereby determined to be and is established as \$1,675,670,948.

Section 2. This resolution is effective upon the date adopted.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on June 5, 2024.

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Dawn M. Rowe, President  
San Bernardino County Transportation Authority

ATTEST:

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



April 30, 2024

Dear Fiscal Officer:

**Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. [California Revenue and Taxation Code section 2228](#) provides additional information regarding the appropriations limit. [Article XIII B, section 9\(C\) of the California Constitution](#) exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN  
Chief Operating Officer

Attachment

Attachment: Price Factor and Population Information FY 2025 (10600 : Appropriations Limitation for Fiscal Year 2024/2025)

May 2024

## Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

## Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

**2024-25:**

Per Capita Cost of Living Change = 3.62 percent  
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio:  $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25:  $1.0362 \times 1.0017 = 1.0379$

Fiscal Year 2024-25

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024**

County City	Percent Change 23-24	--- Population Minus Exclusions ---		Total Population
		1-1-23	1-1-24	1-1-24
San Bernardino				
Adelanto	-0.80	36,422	36,131	36,131
Apple Valley	-0.24	74,500	74,322	74,322
Barstow	-0.34	24,124	24,043	24,669
Big Bear Lake	0.20	4,948	4,958	4,958
Chino	0.57	88,580	89,088	92,585
Chino Hills	-0.17	76,547	76,414	76,414
Colton	-0.12	52,841	52,778	52,778
Fontana	0.68	212,772	214,223	214,223
Grand Terrace	-0.17	12,793	12,771	12,771
Hesperia	0.75	99,338	100,087	100,087
Highland	0.12	55,612	55,676	55,676
Loma Linda	-0.02	24,923	24,919	24,965
Montclair	-0.09	37,246	37,211	37,211
Needles	-0.23	4,780	4,769	4,769
Ontario	0.93	179,555	181,224	181,224
Rancho Cucamonga	0.56	172,344	173,316	173,316
Redlands	1.28	71,776	72,696	72,696
Rialto	0.71	102,367	103,097	103,097
San Bernardino	0.39	224,316	225,188	226,541
Twentynine Palms	-1.12	15,397	15,224	25,346
Upland	0.56	77,849	78,285	78,285
Victorville	0.96	132,537	133,805	138,202
Yucaipa	0.33	53,635	53,810	53,810
Yucca Valley	0.40	21,509	21,594	21,594
Unincorporated	0.02	286,864	286,926	295,763
County Total	0.42	2,143,575	2,152,555	2,181,433

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment: Price Factor and Population Information FY 2025 (10600 : Appropriations Limitation for Fiscal Year 2024/2025)

Fiscal Year 2024-25

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2023 to January 1, 2024**

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>	
	23-24	1-1-23	1-1-24
Napa			
Incorporated	0.47	111,044	111,570
County Total	0.38	132,816	133,324
Nevada			
Incorporated	-0.01	33,530	33,525
County Total	-0.30	100,421	100,115
Orange			
Incorporated	0.29	3,010,335	3,019,168
County Total	0.31	3,140,716	3,150,493
Placer			
Incorporated	0.87	298,393	300,976
County Total	0.67	410,085	412,844
Plumas			
Incorporated	-1.14	2,099	2,075
County Total	-0.80	18,993	18,841
Riverside			
Incorporated	0.48	2,021,243	2,030,847
County Total	0.55	2,420,896	2,434,285
Sacramento			
Incorporated	0.44	972,430	976,744
County Total	0.12	1,572,419	1,574,358
San Benito			
Incorporated	0.73	44,579	44,904
County Total	1.06	65,165	65,853
San Bernardino			
Incorporated	0.48	1,856,711	1,865,629
County Total	0.42	2,143,575	2,152,555

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

## *Minute Action*

AGENDA ITEM: 24

***Date:*** June 5, 2024

***Subject:***

SBCTA Proposed Fiscal Year 2024/2025 Budget

***Recommendation:***

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

- A. Conduct the Public Hearing for the Fiscal Year 2024/2025 Proposed Budget; and
- B. Adopt the SBCTA Fiscal Year 2024/2025 Budget; and
- C. Approve the Fiscal Year 2024/2025 Budget Action Plan.

***The Proposed Fiscal Year 2024/2025 Annual Budget is being provided as a separate attachment.***

***Background:***

The development of the Fiscal Year 2024/2025 Budget is now complete. The proposed budget document was distributed to members of the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) prior to the Budget Workshop held during the Board meeting on May 1, 2024. SBCTA's budget process is structured to provide the maximum level of input from all SBCTA policy committees. SBCTA staff provided a budget overview for each program. Each policy committee reviewed the tasks that relate to the functional areas of committee oversight, and each task has been reviewed by at least one of the policy committees.

SBCTA's budget process includes a review of the Board's direction as it relates to short-term goals and how it integrates with the agency's long-term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short-term goals as set forth in the fiscal year budget. The Budget Action Plan for Fiscal Year 2024/2025 has been incorporated in the budget document, on which the Executive Director will provide quarterly updates.

For purposes of preparing an annual budget, San Bernardino Council of Governments (SBCOG) is a blended component unit of SBCTA, and its estimated revenues and appropriations are reflected in the proposed budget. SBCTA develops a program-based budget, which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2024/2025 Budget. Fiscal Year 2024/2025 estimated revenues are \$887,392,697, carryover balances are \$171,623,031, and commercial paper is \$20,000,000, which together are used to fund the appropriations proposed at \$1,072,762,927, and transfers are \$133,587,869. Due to the State budget deficit, the actual amount of Regional Early Action Planning 2.0 grant funding SBCTA/SBCOG will receive for next fiscal year is unknown. The budget reflects the full award amount; however, both the revenue and expenditures are subject to reduction. Staff will be presenting a budget amendment next fiscal year as soon as funding is known.

**Changes/Updates to Budget Document**

The following are significant items included in the Fiscal Year 2024/2025 Budget:

- Commencement of express lanes operations is expected in mid-2024. Appropriations and estimated toll revenues are included in the budget.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

June 5, 2024

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- The indirect cost fund is funded from various Measure I programs, Local Transportation Fund, Service Authority for Freeway Emergencies, Council of Governments funds, and Express Lanes Operation enterprise fund as shown on page 314 of the budget document. A portion of the estimated carry-over fund balance for the indirect cost fund totaling \$795,000 is reserved for emergencies, future improvements of the Santa Fe Depot, and future upgrades to information technology systems.
- Reserves of \$49.8 million are established as per policy for the Measure I Funds, the Local Transportation Fund, and the State Transit Assistance Fund as shown on page 83 of the budget document.
- Transfers in and out of \$133.6 million represent cash transfers between funds. The purpose of the transfers are to fund various rail projects, planning and transit activities, debt service payments, and indirect costs as shown on page 57 of the budget document. Transfers also include \$15,000,000 from the Express Lanes Operation enterprise fund to the Measure I Freeway fund where the construction costs are recorded. The cash is drawn from the United States Department of Transportation loan under the Transportation Infrastructure Finance and Innovation Act program for the construction phase of the I-10 Contract 1 Project.
- Allocation of debt service by program area is provided on page 297 of the budget document.
- Cash flow borrowing for Fiscal Year 2024/2025 from Cajon Pass Program to Measure I Interchange Program for \$26,292,897 is budgeted to cover appropriations per Measure I 2010-2040 Expenditure Plan and Policy No. 40021.

The proposed regular full-time equivalent positions total 87, a net increase of three positions from the current fiscal year. The budget includes the elimination of the Director of Special Projects and Strategic Initiatives and one of the two Construction Manager positions. The new positions include: Grants Analyst, who will support the substantial increase in competitive grant funded projects for planning, sustainability, and transportation; Council of Governments and Equity Programs Manager, who will scope out and implement projects and programs at the direction of the Board and City/County Managers' Technical Advisory Committee; Management Analyst I, who will provide support for the Inland Regional Energy Network Program to fully staff this program and to keep up with the increasing workload and growth; GIS Analyst, to maintain quality control and guidance over these efforts and to provide analytical support for other SBCTA departments; and Management Analyst I, who will support the increased workload required for the management of State and Federal allocated funds. Also proposed is reclassification or upgrade of: the GIS Administrator to Data and Analytics Program Manager to accommodate broader scope being taken on in the overall Data and Analytics Program, and the Senior Planner to Planning Manager, due to increased technical requirements, complexity, and level of responsibility associated with today's multimodal transportation projects and sustainability initiatives.

The budget includes the following benefit increase impacting salaries and benefits:

- \$386,175 to allow the Executive Director to grant merit increases of up to 4.0%.
- \$442,236 for Cost of Living Adjustment (COLA) of 3%.
- Up to \$1,200/year increase to the medical premium subsidy.



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The proposed budget reflects a balanced budget with estimated new revenues and use of fund balance or carryover balances from prior years covering appropriations. This results in a strong cash position with projected ending fund balances of \$651.2 million that includes establishing reserves of \$49.8 million from various funds.

**Financial Impact:**

Budget estimated new revenues are \$887,392,697, use of carryover balances are \$171,623,031, appropriations are \$1,072,762,927, transfers are \$133,587,869 and commercial paper for \$20,000,000. The budget will establish the work program and financial framework to guide the organization throughout Fiscal Year 2024/2025.

**Reviewed By:**

The proposed budget was presented for review at the Board of Directors Budget Workshop held during the Board meeting on May 1, 2024. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.

**Responsible Staff:**

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

**Budget Action Plan FY 2024/2025**

Action Plan		Milestones	Responsibility
<b>Initiative #1: Transparent and Accountable Allocation Strategies</b>			
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients			
1A	Manage and communicate with audit firm to plan and complete annual audits.	Q2	Finance
	Inform Committees and Board of status of audits.	Q3	
Division Strategy: Use strategic programming to ensure that no funds are lost			
1B	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	Fund Administration, Project Delivery, Transit, Planning
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds and State Transportation Improvement Program (STIP) for I-10 Contract 2 - Q4	Fund Administration
	Request allocation of competitive grant funds for US 395 Phase 2 - Q4		
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2025/2026 - Q4	
Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds			
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Release Request for Proposals for Air Quality Consultant to remain eligible for Federal Congestion Mitigation and Air Quality Improvement funding - Q4	Fund Administration
		Nominate projects to SCAG for programming of federal formula funds in accordance with the 2024 Update to the 10-Year Delivery Plan, and the 10-Year Plan for transit operators' implementation of the zero emission bus mandate (pending schedule for call for projects) - Q4	Fund Administration, Project Delivery, Transit
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects			
1D	Establish plan for sales tax revenue bond program through development of the 2024 Update to the 10-Year Delivery Plan.	Present final 2024 Update to the 10-Year Delivery Plan to the Board for approval - Q3	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Monitor implementation of the 2024 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing	
Division Strategy: Manage geographic equity in fund distribution across the county			
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Monitor results of SCAG project selection for federal formula funds and ensure long-term equity between subareas of San Bernardino County is maintained - Q4	Fund Administration
Division Strategy: Manage SBCTA railroad right of way in an efficient and comprehensive fashion			
1F	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Transit
<b>Initiative #2: Engender Public Trust</b>			
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)			
2A	Schedule a meeting with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	Finance
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting			
2B	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	Q3	Finance
Division Strategy: Obtain Distinguished Budget Presentation Award			
2C	Apply for GFOA award for annual budget.	Q1	Finance
Division Strategy: Complete internal control self-assessment to identify areas of improvement.			
2D	Complete review of annual internal control self-assessment (AICA).	Q4	Finance
Division Strategy: Implement the Records Retention Schedule			
2E	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Executive Administration and Support Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	
		Automate retention to four (4) department sites in SharePoint - Q4	
Division Strategy: Streamline Agency Operations			
2F	Update procurement templates.	Q4	Finance, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	Finance, Project Delivery, Management Services
	Implement Microsoft 365 G5 Licenses.	Q4	Management Services

Attachment: FY2024-2025 Initiatives and Action Plan (10601 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

**Budget Action Plan FY 2024/2025**

Action Plan		Milestones	Responsibility
<b>Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities</b>			
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit			
3A	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Update Work Plan for the Council of Governments - Q3	COG, General Counsel
		Provide Technical Assistance to jurisdictions through REAP 2.0 Program - Ongoing (pending REAP funding)	
	Partner with local and government agencies to improve opportunities in workforce development.	Continue to incorporate small business interests into B2B - Q2	
		Small Business Study to be presented to CCMTAC and Board - Q1	
	Establish Housing Trust JPA	Execute JPA with member agencies - Q3 (pending REAP funding)	
		Review draft Administrative Plan - Q4 (pending REAP funding)	
	Smart County Master Plan.	Complete Plan - Q3	
Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing	Transit	
Complete the RAISE grant agreement and subrecipient agreement for the construction of the Brightline West High Desert Stations.	Q1	Transit	
Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG			
3B	Plan annual City/County Conference.	In person conference set for Spring 2025.	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding			
3C	Host Workshop.	Q3	COG
	Communicate grant opportunities to member agencies. - Expand the function of SBCOG with regard to grant and project development.	Establish a project development process and grant writing coordination through SBCOG on behalf of member agencies - Q3	
		Continue to provide updates to member agencies on new grant opportunities - Ongoing	
Division Strategy: Assist local governments with environmental and efficiency initiatives			
3D	Award contract for the replacement of the EV chargers in employee parking lot.	Q1	Transit
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Ongoing	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Ongoing	
<b>Initiative #4: Accelerate Delivery of Capital Projects</b>			
Division Strategy: Support Delivery the West Valley Connector Phase I			
4A	Complete Stage 1 (North Side of Holt Blvd)	Q2	Transit
Division Strategy: Produce Zero Emission Multiple Unit			
4B	Complete ZEMU testing program	Q2	Transit
	Complete construction of hydrogen fuel station	Q4	
	Complete construction of maintenance facility retrofit	Q4	
Division Strategy: Deliver the Tunnel to ONT Project			
4C	Environmental Document approval	Q2	Transit
	Award design-build contract	Q4	
Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:			
4D	I-10 Mount Vernon Avenue	PS&E approval - Q1	Project Delivery
	US-395 Widening Project - Phase 2	PS&E approval - Q4	
Division Strategy: Delivery of Capital Projects - Construction Milestones:			
4E	SR-210 Waterman Avenue	Start construction - Q1	Project Delivery
	I-215 University Parkway	Start construction - Q1	
	I-10 Mount Vernon Avenue	Start construction - Q2	
	I-215 Bi-County/Segment 5 Landscaping	Start construction - Q3	
	North First Avenue Bridge over BNSF	Complete for Beneficial Use - Q1	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q3	
	Metrolink ATP - Phase 2	Complete for Beneficial Use - Q3	
	I-10 Cedar Avenue	Complete for Beneficial Use - Q4	
I-10 Eastbound Truck Climbing Lane	Complete for Beneficial Use - Q4		

Attachment: FY2024-2025 Initiatives and Action Plan (10601 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

## Budget Action Plan FY 2024/2025

Action Plan		Milestones	Responsibility
Division Strategy: Delivery of Express Lanes Projects			
4F	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q2	Project Delivery
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2b	PS&E approval - Q4	Project Delivery
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction- Q2	Project Delivery
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q1	Express Lanes
Division Strategy: Support Delivery of Gold Line			
4G	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board	Q1	Transit
	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	Q3	Transit
<b>Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments</b>			
Division Strategy: Conduct regional forums to discuss issues of importance across our region			
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	Legislative/Public Affairs
	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Ongoing	Legislative/Public Affairs
Division Strategy: Operate and Maintain SB Express Lanes			
5B	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing starting Q1	Express Lanes
<b>Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options</b>			
Division Strategy: Build awareness of SBCTA programs and services			
6A	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)".	Ongoing	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Legislative/Public Affairs
Division Strategy: Leverage and grow public outreach and communication services			
6B	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	Legislative/Public Affairs, Fund Administration
Division Strategy: Highlight transit options in San Bernardino County			
6C	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Legislative/Public Affairs, Transit
Division Strategy: SB Express Lanes Customer Support			
6D	Manage SB Express Lanes Walk-In Center.	Ongoing	Express Lanes
	Manage SB Express Lanes Website.	Ongoing	Express Lanes
<b>Initiative #7: Long Range Strategic Planning</b>			
Division Strategy: Analyze long range transportation strategy in a financially constrained framework			
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft LRMTP - Q3	Planning, Transit, Fund Administration
		Final LRMTP - Q4	
	Prepare for the 2028 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Work with SCAG to establish project schedule - Q3	Planning, Fund Administration
		Begin setting up San Bernardino County Growth Projection Model - Q4	
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice			
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Planning, Fund Administration
Division Strategy: Provide current, quality planning data			
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	
		Vehicle Miles Traveled/Land Use Model and Scenario Samples - Q2	
		Final Documentation & Presentation - Q4	
Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing		
Division Strategy: Conduct subarea and modal studies			
7D	State Route 247/62 Emergency Bypass Lane Study.	Phase 1 report - Q4	Planning

**Budget Action Plan FY 2024/2025**

Action Plan		Milestones	Responsibility
<b>Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications</b>			
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines			
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, etc.), federal (e.g. RAISE, INFRA/Mega, etc.) and other funding.	Senate Bill 1 (SB1) Grant(s) Submitted - Q2	Planning, Fund Administration
		Other state and federal grants - Ongoing	
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies			
8B	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743	Establishment of the Program Structure - Q2 (pending REAP funding)	Planning
		Start VMT App Development - Q3 (pending REAP funding)	
	Countywide Evacuation Route Study and Modelling for Member Jurisdictions	Initiate project - Q1	
		Begin Modelling Work - Q3	
Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Begin Project - Q1 (pending REAP funding)		
Division Strategy: Prepare effective active transportation plans			
8C	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q4	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Ongoing	
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant			
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion for Beneficial Use - Q3	Planning, Project Delivery
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network			
8E	Manage the Southern California 511 (SoCal 511) program with other County Commissions	Ongoing	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.			
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTTP based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Planning
<b>Initiative #9 Meet Equity Goals of SBCTA/SBCOG</b>			
Division Strategy: Ensure Equity goals met for internal structure and policies			
9A	Establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Project outreach in Q1 and Q2	COG
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies.			
9B	Small Business Program	Study to be presented - Q1	COG

Attachment: FY2024-2025 Initiatives and Action Plan (10601 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

***Minute Action***

AGENDA ITEM: 25

***Date:*** June 5, 2024

***Subject:***

Executive Director Employment Contract Amendment

***Recommendation:***

Approve Amendment No. 10 to Employment Contract No. C12222 with Executive Director Raymond W. Wolfe.

***Background:***

Annually, the Board of Directors (“Board”) reviews and evaluates the performance of the Executive Director for purposes of determining compensation increases, if any, and possible extensions to his employment contract term.

After the Board’s evaluation of the performance of the Executive Director on April 3, 2024, and in recognition of his exemplary performance, the Board approved increasing the Executive Director’s salary to \$397,267.70, which will become effective June 29, 2024. This increase includes a four percent (4%) merit increase and the three percent (3%) cost of living adjustment approved for all SBCTA employees.

This item is brought pursuant to subdivision (c)(3) of Government Code § 54953.

***Financial Impact:***

This item is consistent with the Proposed Fiscal Year 2024/2025 Budget.

***Reviewed By:***

The increase to the Executive Director’s annual compensation was reviewed and recommended by the Board of Directors in Closed Session on April 3, 2024. SBCTA General Counsel has reviewed this item and the draft amendment.

***Responsible Staff:***

Dawn Rowe, County of San Bernardino

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

**TENTH AMENDMENT TO SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT NO. C12222  
(C12222-10)**

This Tenth Amendment to the Executive Director Employment Contract No. C12222 (Contract) is made by and between Raymond W. Wolfe (Employee) and San Bernardino County Transportation Authority (SBCTA or Employer).

RECITALS

- A. On March 7, 2012, the Board of Directors approved an Employment Contract (Contract No. C12222) with Employee (“Contract”).
- B. The Contract provides that the Board shall annually review Employee’s performance and his compensation level and consider extending his Contract term.
- C. On June 5, 2013, the Board approved a First Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- D. On May 6, 2015, the Board approved a Second Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- E. On September 7, 2016, the Board approved a Third Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- F. On July 12, 2017, the Board approved a Fourth Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- G. On July 11, 2018, the Board approved a Fifth Amendment to the Contract adjusting Employee’s compensation and extending his Contract term.
- H. On June 5, 2019, the Board approved a Sixth Amendment to the Contract adjusting Employee’s compensation and extending the Contract term.
- I. On May 5, 2021, the Board approved a Seventh Amendment to the Contract extending the Contract term to April 9, 2026.
- J. On June 1, 2022, the Board approved an Eighth Amendment to the Contract adjusting Employee’s compensation and extending the Contract term.
- K. On June 7, 2023, the Board approved a Ninth Amendment to the Contract adjusting Employee’s compensation and extending the Contract term.
- L. In recognition of Employee’s performance, the Board desires to amend Employee’s Contract to adjust his salary by a four percent (4%) merit increase plus the three percent (3%) cost of living allowance the Board approved for all SBCTA employees, effective June 29, 2024.

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated herein, the Parties desire to amend the Contract as follows:

1. Paragraph A of Section 3 of the Contract is amended and restated as follows:

“SECTION 3. SALARY AND COMPENSATION

A. For the services rendered under this Contract, Employee’s annual salary shall be Three Hundred Ninety-seven Thousand Two Hundred Sixty-seven Dollars and Seventy Cents (\$397,267.70) effective June 29, 2024, which shall be paid in the same manner and at the same time as all other salaries of SBCTA employees.”

2. The Contract is incorporated into this Tenth Amendment.

3. All other terms and conditions of the Contract not expressly amended by this Tenth Amendment shall remain the same.

4. This Tenth Amendment is the full and complete understanding of the Parties regarding the rights and obligations of the Parties with respect to Employee’s provision of services.

This Tenth Amendment is duly executed by the Parties on the dates indicated below.

SBCTA/EMPLOYER

EMPLOYEE

\_\_\_\_\_  
Dawn M. Rowe, Board President

\_\_\_\_\_  
Raymond W. Wolfe

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

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

APPROVED AS TO FORM

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

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



***Minute Action***

AGENDA ITEM: 26

***Date:*** June 5, 2024

***Subject:***

General Counsel Employment Agreement Amendment

***Recommendation:***

Approve Amendment No. 3 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.

***Background:***

Annually, the Board of Directors (“Board”) reviews and evaluates the performance of General Counsel for purposes of determining compensation increases, if any.

On April 3, 2024, the Board evaluated the performance of General Counsel and approved increasing General Counsel’s annual salary to \$291,747.50, which will be effective as of June 29, 2024. This increase includes a three percent (3%) merit increase and the three percent (3%) cost of living adjustment approved for all SBCTA employees.

This item is being brought in accordance with subdivision (c)(3) of Government Code § 54953.

***Financial Impact:***

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025.

***Reviewed By:***

The increase to General Counsel’s annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on April 3, 2024. SBCTA General Counsel has reviewed this item and the draft amendment.

***Responsible Staff:***

Dawn Rowe, County of San Bernardino

---

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

**AMENDMENT NO. 3 TO SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY GENERAL COUNSEL  
EMPLOYMENT AGREEMENT NO. 19-1002111**

THIS AMENDMENT NO. 3 to Contract No. 19-1002111 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA” or “Employer”), and Julianna K. Tillquist (“Employee”).

**RECITALS**

A. On April 3, 2019, the Board of Directors of SBCTA (hereinafter referred to as “the Board”) appointed Employee as General Counsel effective June 1, 2019, and approved Employment Agreement No. 19-1002111 (“Contract”); and

B. On June 1, 2022, the Board approved Amendment No. 1 to Contract increasing Employee’s annual compensation;

C. On July 5, 2023, the Board approved Amendment No. 2 to Contract increasing Employees’s annual compensation; and

D. The Board has evaluated Employee’s performance, and in recognition of Employee’s performance the Board desires to amend Employee’s Contract to adjust her salary by a three percent (3%) merit increase plus the three percent (3%) cost of living allowance the Board awarded to all SBCTA employees, effective June 29, 2024.

NOW, THEREFORE, in consideration of mutual covenants herein contained, Employer and Employee agree as follows:

1. Section 5. Salary of the Contract is amended and restated as follows:

“5. Salary. Employer agrees to pay Employee for services rendered, Two Hundred Ninety-one Thousand Seven Hundred Forty-seven Dollars and Fifty Cents (\$291,747.50) per year, effective June 29, 2024, payable in installments at the same time and in the same manner as other SBCTA employees. Employer agrees to modify the salary base and other benefits of Employee, by not more or less than the same percentage and amounts, and at the same time and same manner, as the salary and benefits adjustments given to other Professional/Administrative employees of SBCTA. Additionally, in recognition of Employee’s accomplishments and outstanding performance, SBCTA may, in its sole discretion, grant merit increases to Employee.”

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, shall remain in full force and effect and are incorporated herein by this reference.

This Amendment No. 3 is executed by the Parties on the dates indicated below.

**SBCTA/EMPLOYER**

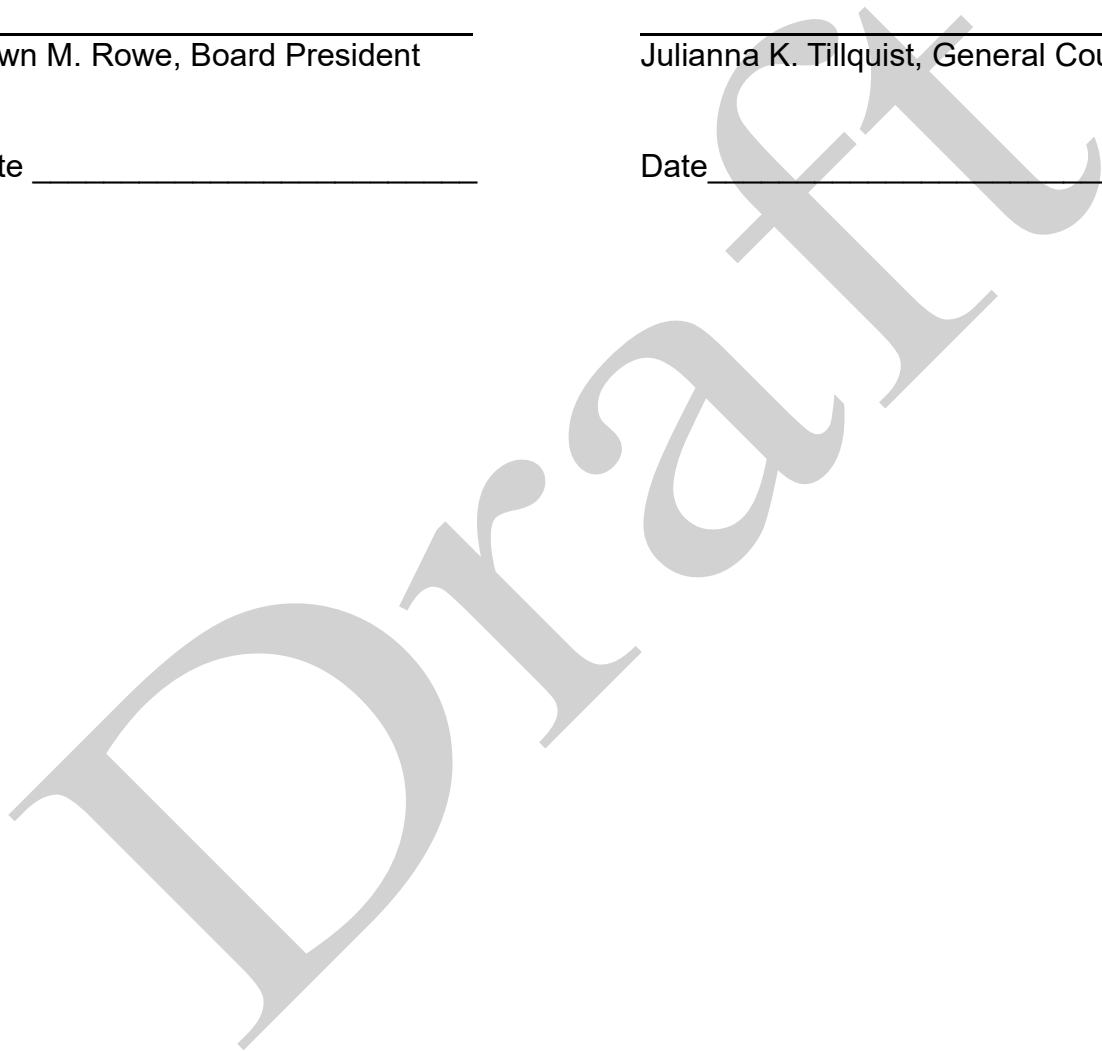
**EMPLOYEE**

\_\_\_\_\_  
Dawn M. Rowe, Board President

\_\_\_\_\_  
Julianna K. Tillquist, General Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_



## *Minute Action*

AGENDA ITEM: 27

**Date:** *June 5, 2024*

**Subject:**

Sole Source Contract No. 24-1003122 with Granicus for Agenda Management Software

**Recommendation:**

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

A. Approve **Sole Source** Contract No. 24-1003122 with Granicus for Agenda and Meeting Management Software for a five-year term, in the amount of \$156,636.21, per Contracting and Procurement Policy No. 11000, Sections VI.2 and VI.4, respectively.

B. Authorize the Director of Management Services, or her designee, to execute Contract No. 24-1003122 for a five-year term beginning August 1, 2024.

**Background:**

In April 2013, San Bernardino County Transportation Authority (SBCTA), procured for an agenda management software. In June 2013, Contract No. C13070 was executed with Carahsoft (Carahsoft) Technology Corporation for IQM2 Meeting Management Software (also known as Minute Traq). Carahsoft was a third-party used to manage the subscription, but Accela Inc. owned the meeting software. In June 2019, Granicus, LLC bought out Accela, Inc. with no impacts to the Minute Traq subscription. Minute Traq has been an important tool used over the last 10 years.

In October 2023, Granicus announced the end-of-support date for Minute Traq would be September 30, 2025, with end-of-life date being September 30, 2027. Staff has met with Granicus to review solutions being offered to allow for an easy transition over to their most modern and secured technology. One Meeting software was recommended due to the large scale of users and level of complexity with templates and workflows. Granicus provided a demo to a select number of SBCTA staff who were satisfied with the proposed software. This software also interfaces with current record repositories and Microsoft Office 365. Staff reached out to other agencies, all of which were utilizing software from Granicus, and two of which would be going through the same process of transitioning to the One Meeting software later this year.

Staff recommends the approval of **Sole Source** Contract No. 24-1003122, per Contracting and Procurement Policy No. 11000, Sections VI.2 and VI.4, respectively, based on maintaining functionality, timing and migration of excess data. This software will maintain compatibility and conformity with existing products and technologies used by SBCTA. The benefit of remaining with the same vendor will allow for easy migration and maintain compatibility and functionality. This software is essential for continuance of generating Board & Policy Committee agendas and minutes.

Upon Board approval of Contract No. 24-1003122, staff is requesting that the Director of Management Services, or her designee, be authorized to execute the contract. Per Policy No. 11000, the Director of Management Services is authorized to effect final execution of

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

## Board of Directors Agenda Item

June 5, 2024

Page 2

software agreements and/or terms and conditions for Purchase Orders and/or Contracts that have been approved by the appropriate authority.

After execution of Contract No. 24-1003122, Granicus will schedule a kickoff meeting with SBCTA, which is approximately 16 weeks out. This delay is due to the number of agencies that are also transitioning to new software, due to the end-of-life subscriptions approaching. The timeline for implementation will be approximately 9-12 months. The term of this contract will begin on August 1, 2024 through July 31, 2029, for a total amount of \$156,636.21. This includes a 5% annual escalation rate for years two through five.

**Financial Impact:**

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025. Costs for the contract are budgeted under Task No. 0200 Executive Administration and Support, and Task No. 0100 Board of Directors.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

**Responsible Staff:**

Marleana Roman, Clerk of the Board

Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

**General Contract Information**

Contract No: 24-1003122 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Administration  
 Vendor No.: 03494 Vendor Name: Granicus  
 Description: One Meeting - Agenda and Meeting Management Software

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

Dollar Amount					
Original Contract	\$	156,636.21	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>156,636.21</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>156,636.21</b>

**Contract Authorization**

Board of Directors Date: 06/05/2024 Board Item # 10636

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? Yes No Budget Adjustment \_\_\_\_\_  
 Local \_\_\_\_\_ Services \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 08/01/2024 Expiration Date: 07/31/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:	
								\$	\$	
								156,636.21	-	
GL	7001	01	0200	0000	52005		43001000	Indirect	15,000.00	-
GL	7001	01	0200	0000	56650		43001000	Indirect	70,818.11	-
GL	1020	01	0100	0000	56650		41100000	MSI Admin	70,818.10	-
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Attachment: CSS - 24-1003122 (10636 : Sole Source Contract with Granicus)

\_\_\_\_\_  
 Marleana Roman Project Manager (Print Name)      Marleana Roman Task Manager (Print Name)

Additional Notes:

**THIS IS NOT AN INVOICE**Order Form  
Prepared for  
San Bernardino County Transportation Authority

## Procurement Vehicle: NCPA (01-115) In Support of: San Bernardino County Transportation Authority

### ORDER DETAILS

**Prepared By:** Jessica Aldred  
**Phone:**  
**Email:** jessica.aldred@granicus.com  
**Order #:** Q-347133  
**Prepared On:** 17 Apr 2024  
**Expires On:** 31 Jul 2024

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** 01 Aug 2024 - 31 Jul 2029

Attachment: Contract 24-1003122 Granicus One Meeting Software (10636 : Sole Source Contract with Granicus)



## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
IQM2 - Agenda & Minutes	0 Each	\$7,171.26
<b>SUBTOTAL:</b>		<b>\$7,171.26</b>

On 01 Aug 2024, annual fees for the terminating subscription(s) shall cease.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OneMeeting Agenda Automation - Configuration and Training	Upon Delivery	1 Each	\$2,731.05
OneMeeting Meeting Manager - Configuration and Training	Upon Delivery	1 Each	\$2,048.55
<b>SUBTOTAL:</b>			<b>\$4,779.60</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Agenda Automation - Tier 2	Annual	1 Each	\$15,704.26
Meeting Management - Tier 2	Annual	1 Each	\$11,777.96
<b>SUBTOTAL:</b>			<b>\$27,482.22</b>

Attachment: Contract 24-1003122 Granicus One Meeting Software (10636 : Sole Source Contract with Granicus)





**FUTURE YEAR PRICING**

Solution(s)	Period of Performance			
	01 Aug 2025 - 31 Jul 2026	01 Aug 2026 - 31 Jul 2027	01 Aug 2027 - 31 Jul 2028	01 Aug 2028 - 31 Jul 2029
Agenda Automation - Tier 2	\$16,489.47	\$17,313.95	\$18,179.64	\$19,088.63
Meeting Management - Tier 2	\$12,366.86	\$12,985.20	\$13,634.46	\$14,316.18
<b>SUBTOTAL:</b>	<b>\$28,856.33</b>	<b>\$30,299.15</b>	<b>\$31,814.10</b>	<b>\$33,404.81</b>

Attachment: Contract 24-1003122 Granicus One Meeting Software (10636 : Sole Source Contract with Granicus)

## PRODUCT DESCRIPTIONS

Solution	Description
Agenda Automation - Tier 2	Agenda Automation - Tier 2Includes: 4 workflows, 2 post workflow, 4 forms and up to 6 meeting types
OneMeeting Agenda Automation - Configuration and Training	Agenda Automation - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to facilitate the submittal and approval of agenda items.
Meeting Management - Tier 2	Meeting Management - Tier 2Includes: 4 workflows, 2 post workflow
OneMeeting Meeting Manager - Configuration and Training	Meeting Manager - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-347133 dated 17 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of San Bernardino County Transportation Authority to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-347133 dated 17 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

San Bernardino County Transportation Authority	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

## *Minute Action*

AGENDA ITEM: 28

***Date:*** June 5, 2024

***Subject:***

Sole Source Contract No. 24-1003128 Underground Service Alert of Southern California (DigAlert) Associate Member Agreement

***Recommendation:***

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

- A. Authorize the Executive Director, or his designee, to execute **Sole Source** Contract No. 24-1003128 with Underground Service Alert of Southern California.
- B. Approve exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, to extend Contract No. 24-1003128 beyond a five-year term.
- C. Authorize an expenditure authority of \$16,000 for an estimated period of 15 years to be funded with Interstate 10 Express Lanes Contract 1 revenue.

***Background:***

This agreement is with Underground Service Alert of Southern California (DigAlert) to initiate membership for the protection of the newly implemented SB Express Lanes underground facilities. Based on the number of underground utilities the San Bernardino County Transportation Authority (SBCTA) will own through implementation of the SB Express Lanes (i.e. less than 2,000 miles of underground facilities), SBCTA qualifies as an Associate Member. As an Associate Member of DigAlert, all SB Express Lanes underground facility locations will be included in their regional notification system database. When DigAlert is notified of an excavation project within 50-feet of SBCTA underground facilities, SBCTA Express Lanes staff will receive a transmission notification from DigAlert to mark locations of SBCTA underground facilities for contractors who submit DigAlert requests prior to excavation projects.

The transmission notification process will ensure that contractors working in the vicinity of SBCTA facilities are aware of facility location to prevent damage. DigAlert has unique qualifications apart from other service providers as it is the only service provider for underground utility notifications in Southern California. Per Contracting and Procurement Policy No. 11000 the Associate Member Agreement with DigAlert qualifies as **Sole Source**. In addition, since the Associate Member Agreement does not include an expiration date, the five-year maximum contract duration specified in Contracting and Procurement Policy No. 11000 would need to be waived for this agreement. Staff anticipates an Associate Membership is needed as long as SBCTA is operating Express Lanes in San Bernardino County.

As an Associate Member, DigAlert will invoice SBCTA \$10 per month during the first year of membership. After the first year, monthly dues are re-evaluated annually. If SBCTA receives less than 100 transmission notifications during a prior year, there are no monthly fees associated with being an Associate Member during the subsequent year; otherwise, the monthly dues of \$10 will apply.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

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Apart from monthly dues, SBCTA is assessed a fee of \$1.75 per transmission notification, increasing to \$1.85 in July 2024. Through coordination with sister tolling agencies, it is anticipated that SBCTA will receive less than 500 annual transmission notifications translating into an annual cost of approximately \$1,045. The Associate Member Agreement includes a clause with a blanket provision for DigAlert to charge assessments to Associate Members if their annual transmission notifications exceed 500. While the Associate Member Agreement is not specific as to the dollar value of these assessments, 2023 DigAlert records indicate that these assessments are generally less than \$500 annually for the level of notifications staff anticipates.

Staff is requesting a not-to-exceed budget amount of \$16,000 for 15 years. This cost is considered an operational expense to be paid with Interstate 10 Express Lanes Contract 1 revenue. Staff will re-assess dues and fees paid to DigAlert annually and notify SBCTA Board of Directors as appropriate if the cost of service deviates significantly from initial estimates.

***Financial Impact:***

The service is included in the adopted Budget for Fiscal Year 2023/2024 and funded with I-10 Express Lanes, Contract 1, revenue in Program 70 Express Lanes Operations.

***Reviewed By:***

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 9, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Jillian Peterson, Management Analyst II

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Approved  
Board of Directors  
Date: June 5, 2024

Witnessed By:

**General Contract Information**

Contract No: 24-1003128 Amendment No.: 0  
 Contract Class: Payable Department: Toll Operations  
 Vendor No.: 03978 Vendor Name: Underground Service Alert of Southern California  
 Description: Dig Alert Membership Agreement  
 List Any Related Contract Nos.: N/A

Dollar Amount					
Original Contract	\$	16,000.00	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>16,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>16,000.00</b>

**Contract Authorization**

Board of Directors          Date: 06/05/2024 Board          Item # 10620

**Contract Management (Internal Purposes Only)**

Other Contracts          Sole Source? Yes          N/A  
Local          Services          Monthly

**Accounts Payable**

Estimated Start Date: 06/01/2024 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	\$	16,000.00	\$	-
GL:	7550	70	0750	0000	62150		44001000		16,000.00		-
GL:									-		-
GL:									-		-
GL:									-		-
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Jillian Peterson          Tim Byrne           
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Cost is an estimate based on 15 years at \$120 per year plus potential notification fees at \$1.85 each and assessment to SBCTA. Toll revenue will be used for annual membership and notification fee after revenue commencement.

Attachment: CSS - Revised - 08-25-2022 10.11am (10620 : Dig Alert Membership Agreement)



**UNDERGROUND SERVICE ALERT  
OF  
SOUTHERN CALIFORNIA**

**Articles of Incorporation  
Bylaws  
Operating Procedures**

INCORPORATED MAY 21, 1984

REVISED 10/2022

Attachment: DigAlert Agreement - Rev 1 (10620 : Dig Alert Membership Agreement)



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**ARTICLES OF INCORPORATION  
OF  
UNDERGROUND SERVICE ALERT  
OF SOUTHERN CALIFORNIA**

**I**

Underground Service Alert of Southern California, an existing unincorporated association, is being incorporated by the filing of these articles. The name of this corporation shall be UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA.

**II**

This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

**III**

The purposes of this corporation are:

- (1) promoting public service and safety, eliminating costly damage to underground facilities, reducing lost production time due to damages, promoting compliance with the Federal Occupational Safety and Health Act of 1970 and providing help in protecting the underground environment;
- (2) providing a centralized one number call system to expedite the location of underground installations, including but not limited to water, gas, electric, telephone, oil, fuel, and sewer lines, prior to the start of any excavation work or any other work that may affect the subsurface of the earth;
- (3) receiving reports from the public, contractors, utilities and all other excavators or other entities performing any other work that may affect the subsurface of the earth who call the centralized one number call system in advance of planned excavation or similar activity;
- (4) transmitting information received from such reports to all participating members who may have underground facilities at the location of the excavation or other activity or who are otherwise concerned with said activity; and
- (5) engaging in any lawful act or activity in which a corporation organized under the Nonprofit Mutual Benefit Corporation Law may engage.

**IV**

The name of this corporation's initial agent for service of process is CT Corporation System.

Dated: May 21, 1984

\_\_\_\_\_  
Marlene B. Jones, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

\_\_\_\_\_  
Marlene B. Jones, Incorporator

Attachment: DigAlert Agreement - Rev 1 (10620 : Dig Alert Membership Agreement)

**BYLAWS**  
of  
UNDERGROUND  
SERVICE ALERT OF  
SOUTHERN CALIFORNIA  
A California nonprofit  
mutual benefit corporation

Attachment: DigAlert Agreement - Rev 1 (10620 : Dig Alert Membership Agreement)

## ARTICLE I OFFICES

Section 1. *Principal Office.* The corporation's principal office is fixed and located at such place as the Board of Directors (herein called the "Board") shall determine. The Board is granted full power and authority to change said principal office from one location to another.

Section 2. *Other Offices.* Branch or subordinate offices may be established at any time by the Board at any place or places.

## ARTICLE II MEMBERSHIP

Section 1. *Classes.* There shall be two classes of members: Principal members and Associate members. Principal members of the corporation shall be those investor-owned entities who own or operate 2,000 or more miles of Underground Facilities in the area served by the corporation, as such area is determined by the Board from time to time. Each Principal member, who has not previously done so prior to incorporation, shall make a capital contribution equal to \$1.75 per mile of Underground Facilities owned or operated by the Principal member in the area served by the corporation at the time the contribution is made. Each person or entity having satisfied this requirement shall be entitled to one Principal membership. Associate members of the corporation shall be all other persons, firms, corporations, associations, and governmental or public entities or agencies who own or operate any Underground Facilities in the area served by the corporation, as such area is determined by the Board from time to time. Each person or entity having satisfied this requirement is entitled to one Associate membership.

For purposes of these Bylaws, Underground Facilities means underground pipes, pipelines, conduits, cables, ducts, wires, manholes, vaults, tanks, tunnels and any encasements to furnish or transport their services or materials.

Each member shall, on or before March 31 of each year, submit to the corporation in writing the number of miles of Underground Facilities owned or operated by the member in the area then served by the corporation as of December 31 of the prior year with substantiation acceptable to the Board. In the case of members who are governmental or public entities or agencies and who elect to exercise voting rights based on per capita population in the area served by that member, that member shall, on or before March 31 of each year submit to the corporation in writing, the total population in its area as of December 31 of the prior year based on the most recent census or other method acceptable to the Board. Two or more persons or entities may have indivisible interests in a single membership of any class, provided each of them meets the requirements of such class and provided all such persons or entities shall have the rights and responsibilities of a single member unless otherwise provided.

Members of each class shall have the right to vote, as set forth in Section 2 of this Article II, for the election of directors and on a disposition of substantially all of the assets of the corporation and on a merger and on a dissolution. Additionally, members of each class shall have all of the rights afforded members under the California Nonprofit Mutual Benefit Corporation Law.

In the event of dissolution of the corporation, the Principal members of record at the time a certificate evidencing the corporation's election to dissolve is filed with the

Attorney General or, if no such election is made, at the time an order for winding up and dissolution of the corporation is entered shall receive the assets of the corporation remaining after (a) return of those assets held upon a valid condition requiring return, transfer, or conveyance, which condition has occurred or will occur; (b) disposition of those assets held in a charitable trust in compliance with the provisions of any trust under which such assets are held; (c) payment, or adequate provision for payment, of all taxes, penalties, debts and liabilities; and, (d) other provisions required under applicable law. Such remaining assets shall be distributed pro rata among the Principal members in the ratio which their capital contributions bear to the total capital contributions made by all Principal members.

Nothing in this Section 1 shall be construed as limiting the right of the corporation to refer to persons or entities associated with it as "members" even though such persons or entities are neither Principal nor Associate members as defined above nor members, and no such reference shall constitute such person or entity a member, within the meaning of Section 5056 of the California Nonprofit Mutual Benefit Corporation Law or the foregoing provisions of this Section 1, unless such persons or entities shall have qualified for membership as set forth above. The corporation may admit, as Sustaining members, those persons, firms, corporations, associations or public agencies who share the concern and objectives of the corporation in protection of Underground Facilities. Sustaining members shall pay the fee established by the Board from time to time but shall not have the right to vote on any of the matters set forth in the fourth paragraph of this Section 1, and shall not be a member within the meaning of Section 5056.

**Section 2. Voting Rights.** Subject to the provisions of Section 7612 of the California Nonprofit Mutual Benefit Corporation Law and Sections 5, 13 and 16 of this Article II, each membership shall be entitled to one vote for each mile of Underground Facilities owned or operated by the member in the area then served by the corporation (or in the case of members who are governmental or public entities or agencies who have opted to exercise voting rights on per capita population, one vote for each 1000 of population in the area served by such member) on each matter submitted to a vote of the members except for the election of directors in which case each member shall have one vote for each director's position for which it is entitled to vote in the election of directors by class. The Principal members as a class shall elect a number of directors ("Principal members of the Board") equal to the number of Principal members but not to exceed 50% of the number of directors fixed by the Board within the limits authorized by Section 2 of this Article III of these Bylaws, with each Principal member having one vote for each director's position for which it is entitled to vote. The Associate members as a class shall elect a number of directors ("Associate members of the Board") equal to the number of Principal members but not to exceed 50% of the number of directors fixed by the Board within the limits authorized by Section 2 of Article III of these Bylaws, with each Associate member having one vote for each director's position for which it is entitled to vote. Members who are not in good standing, as set forth in Section 6 of this Article II, shall not be entitled to vote on any matter.

For the purpose of computing voting rights of members, Underground Facilities shall include facilities for carrying or transporting water, gas, oil, sewerage, waste water or other liquid or gaseous substances or electricity or telephone, telegraph or other

communication signals including the total trench miles but shall exclude services, service lines or lateral extensions.

Notwithstanding the foregoing in this section, the Principal and Associate members of the Board of Directors elected pursuant to this section by the Principal and Associate members may themselves elect up to three At-Large directors to sit on the Board of Directors. The At-Large directors shall be elected as set forth in Article II, Section 13.

Section 3. *Membership Dues.* Each member shall pay periodic dues and assessments based on the class of membership. Membership dues and assessments shall be in such amounts and at such times as shall be determined by the Board.

Section 4. *Transfer of Membership.* The Board may provide for the transfer of memberships, subject to such restrictions or limitations as the Board deems appropriate including transfer upon the death, dissolution, merger or reorganization of a member.

Section 5. *Termination of Membership.* The Board may terminate or suspend a membership or expel or suspend a member for nonpayment of fees, periodic dues or assessments or for conduct which the Board deems inimical to the best interests of the corporation, including, without limitation, violation of any provision of these Bylaws or the Corporation's Operating Procedures, as such procedures may be periodically amended, or failure to satisfy membership qualifications. The Board shall give the member who is the subject of the proposed action fifteen days' prior notice of the proposed expulsion, suspension or termination and the reasons therefore. The member may submit a written statement to the Board regarding the proposed action not less than five days before the effective date of the proposed expulsion, suspension or termination. Prior to the effective date of the proposed expulsion, suspension or termination, the Board shall review any such statement submitted and shall determine the mitigating effect, if any, of the information contained therein on the proposed expulsion, suspension or termination. A suspended member shall not be entitled to exercise any of the voting rights set forth in Section 2 of this Article II.

Section 6. *Good Standing.* Any member who shall be in arrears in the payment of any installment of fees, periodic dues or assessments more than 30 days after their due date shall not be in good standing and shall not be entitled to vote as a member.

Section 7. *Place of Meetings.* Meetings of members shall be held either at the principal office of the corporation or at any other place within or without the State of California which may be designated either by the Board or by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary.

Section 8. *Annual Meetings.* Annual meetings of members shall be held on such date and at such time as may be fixed by the Board. In any year in which directors are elected, the election shall be held at the annual meeting. Any other proper business may be transacted at the meeting.

Section 9. *Special Meetings.* Special meetings of members may be called at any time by the Board, the Chairman of the Board, the President or not less than five percent of the members. Upon request in writing to the Chairman of the Board, the

President, any Vice President or the Secretary by any person (other than the Board) entitled to call a special meeting of members, the officer forthwith shall cause notice to be given to the members entitled to vote that a meeting will be held at a time fixed by the Board, not less than 35 nor more than 90 days after the receipt of the request. If the notice is not given within 20 days after receipt of the request, the persons entitled to call the meeting may give the notice.

Section 10. *Notice of Annual or Special Meetings.* Written notice of each annual or special meeting of members shall be given not less than 10 nor more than 90 days before the date of the meeting to each member entitled to notice thereof; provided, however, that if notice is given by mail, and the notice is not mailed by first class, registered, or certified mail, the notice shall be given not less than 20 days before the meeting. Such notice shall state the place, date and hour of the meeting and (a) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (b) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action by the members, but, subject to the provisions of applicable law, any proper matter may be presented at the meeting for such action. The notice of any meeting at which directors are to be elected shall include the names of all those who are nominees at the time the notice is sent to members.

Notice of a members' meeting shall be given either personally or by mail or by other means of written communication, addressed to a member at the address of such member appearing on the books of the corporation or given by the member to the corporation for the purpose of notice, or, if no such address appears or is given, at the place where the principal office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal office is located. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient.

Section 11. *Quorum.* A majority of the total voting power of the members must be represented at any meeting of the members in person or by proxy in order to constitute a quorum at any meeting of members. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be the act of the members, unless the vote of a greater number or voting by classes is required by law, by the Articles or by these Bylaws, except as provided in the following sentence. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum.

Section 12. *Adjourned Meetings and Notice Thereof.* Any members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the votes represented, but in the absence of a quorum (except as provided in Section 11 of this Article II) no other business may be transacted at such meeting. It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by



announcement at the meeting at which such adjournment is taken; provided, however, when any members' meeting is adjourned for more than 45 days or, if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of the meeting as originally called, whether annual or special.

Section 13. *Voting.* The members entitled to notice of any meeting or to vote at any such meeting shall be only persons in whose name memberships stand on the records of the corporation on the record date for notice determined in accordance with Section 14 of this Article II.

Subject to the following sentence and to the provisions of Section 7615 of the California Nonprofit Mutual Benefit Corporation Law, every member entitled to vote at any election of directors may cumulate such member's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the member is normally entitled, or distribute the member's votes on the same principle among as many candidates as the member thinks fit. No member shall be entitled to cumulate votes for a candidate or candidates pursuant to the preceding sentence unless such candidate's name or candidate's names have been placed in nomination prior to the voting and the member has given notice prior to the voting at the meeting of the member's intention to cumulate the member's votes. If any one member has given such notice, all members may cumulate their votes for candidates in nomination.

Elections need not be by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a member at the meeting and before the voting begins.

In any election of directors, the candidates receiving the highest number of votes are elected.

If a membership stands of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, voting trustees, persons entitled to vote under a voting agreement or otherwise, or if two or more persons (including proxy holders) have the same fiduciary relationship respecting the same membership, unless the Secretary of the corporation is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

- (i) If only one votes, such act binds all; or
- (ii) If more than one vote, the act of the majority so voting binds all.

The three At-Large members of the Board of Directors shall not be elected pursuant to the foregoing procedure, but shall be elected by the Principal and Associate members of the Board of Directors elected by the Principal and Associate members, with each such Principal and Associate Board member entitled to cast one vote for each At-Large director position. Each At-Large director position shall be filled only upon an At-Large candidate receiving an absolute majority vote of the Principal and Associate members of the Board of Directors, not merely a majority of the Board's quorum.

Voting shall in all cases be subject to the provisions of Chapter 6 of the California Nonprofit Mutual Benefit Corporation Law.

Section 14. *Record Date.* The Board may fix, in advance, a record date for the determination of the members entitled to notice of any meeting of members. The record date so fixed shall be not more than 60 days nor less than 10 days prior to the date of the meeting. When a record date is so fixed, only members of record on that date are entitled to notice of the meeting for which the record date was fixed. A determination of members of record entitled to notice of a meeting of members shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting. The Board shall fix a new record date if the meeting is adjourned for more than 45 days.

The Board may fix, in advance, a record date for the determination of members entitled to vote at a meeting of members or to cast written ballots or to exercise any rights in respect of any other lawful action. The record date so fixed shall be not more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited or before such other action, as the case may be. A determination of members of record entitled to vote at a meeting shall apply to any adjournment of the meeting unless the Board fixes a new record date for the Adjourned Meeting.

If no record date is fixed by the Board, the record date for determining members entitled to notice of a meeting of members shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. If no record date is fixed by the Board, members on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting of members or, in the case of an adjourned meeting, members on the day of the adjourned meeting who are otherwise eligible to vote are entitled to vote at the adjourned meeting of members. The record date for determining members for any purpose other than set forth in this Section 14 or Section 10 or 16 of this Article II shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth day prior to the date of such other action, whichever is later.

Section 15. *Consent of Absentees.* The transactions of any meeting of members, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present, and if, either before or after the meeting, each of the persons entitled to vote not present signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the California Nonprofit Mutual Benefit Corporation Law to be included in the notice but not so included, if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of members need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the

minutes thereof, except as provided in Section 7511(f) of the California Nonprofit Mutual Benefit Corporation Law.

Section 16. *Action Without Meeting.* Subject to Section 7513 of the California Nonprofit Mutual Benefit Corporation Law, any action except election of directors which, under any provision of the California Nonprofit Mutual Benefit Corporation Law, may be taken at any regular or special meeting of members, may be taken without a meeting if the written ballot of every member is solicited, if the required number of signed approvals in writing, setting forth the action so taken, is received, and if the number of ballots cast within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast. Unless a record date for voting purposes be fixed as provided in Section 14 of this Article II, the record date for determining members entitled to cast written ballots pursuant to this Section 16, when no prior action by the Board has been taken, shall be the day on which the first written ballot is mailed or solicited, whichever is first.

Section 17. *Proxies.* Every person entitled to vote a membership has the right to do so either in person or by one or more persons authorized by a written proxy executed by such member and filed with the Secretary. Any proxy duly executed is not revoked and continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto. Such revocation may be effected either (i) by a writing delivered to the Secretary of the Corporation stating that the proxy is revoked, (ii) by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or (iii) as to any meeting, by attendance at the meeting and voting in person by the person executing the proxy; provided, however, that no proxy shall be valid after the expiration of 11 months from the date of its execution unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three years from the date of execution.

Section 18. *Inspectors of Election.* In advance of any meeting of members, the Board may appoint inspectors of election to act at such meeting and any adjournment thereof. If inspectors of election be not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any such meeting may, and on the request of any member or member's proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more members or proxies, the majority of members represented in person or by proxy shall determine whether one or three inspectors are to be appointed.

The duties of such inspectors shall be as prescribed by Section 7614(b) of the California Nonprofit Mutual Benefit Corporation Law and shall include: determining the number of memberships outstanding and the voting power of each; determining the memberships represented at the meeting; determining the existence of a quorum; determining the authenticity, validity and effect of proxies; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes or consents; determining when the polls shall close; determining the result; and doing such acts as may be proper to conduct the election or vote with fairness to all

members. If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

Section 19. *Conduct of Meeting.* The Chairman of the Board shall preside as chairman at all meetings of the members. The chairman shall conduct each such meeting in a businesslike and fair manner, but shall not be obligated to follow any technical, formal or parliamentary rules or principles of procedure. The chairman's rulings on procedural matters shall be conclusive and binding on all members, unless at the time of a ruling a request for a vote is made to the members entitled to vote and which are represented at the meeting, in which case the decision of a majority of such members shall be conclusive and binding on all members. Without limiting the generality of the foregoing, the chairman shall have all of the powers usually vested in the chairman of a meeting of members.

### ARTICLE III DIRECTORS

Section 1. *Powers.* Subject to limitations of the Articles, of these Bylaws and of the California Nonprofit Mutual Benefit Corporation Law relating to action required to be approved by the members or by a majority of members, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all the other officers, agents and employees of the corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, fix their compensation and require from them security for faithful service.
- (b) To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefore not inconsistent with law, the Articles or these Bylaws, as they may deem best.
- (c) To adopt, make and use a corporate seal, and to prescribe the forms of certificates of membership, and to alter the form of such seal and of such certificates from time to time as they may deem best.
- (d) To authorize the issuance of memberships of the corporation from time to time, upon such terms and for such consideration as may be lawful.
- (e) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore; provided that such power to borrow money and incur indebtedness shall be exercised only upon the affirmative vote of two-thirds (2/3) of the directors present at a duly held meeting with a quorum present.

Section 2. *Number of Directors.* The authorized number of directors shall be not less than ten (10) nor more than twenty-one (21) until changed by amendment of the Articles or by Bylaw duly adopted by the members. The exact number of directors shall be determined by either the Board or the members.

Section 3. *Qualifications of Directors.* Each director shall be either an officer, an employee, or a representative of a member and fifty percent (50%) of the directors shall be officers, employees, or representatives of Principal members and fifty percent (50%) shall be officers, employees, or representatives of Associate members.

Notwithstanding the foregoing in Article III, Section 3, up to three additional directors who are neither officers nor employees of Principal members may be elected as At-Large directors of the Board. To qualify for an election as an At-Large director, an individual must be generally recognized as having broad experience and knowledge in and of underground excavation activities, underground damage prevention activities or other related fields that lend furtherance to the goals, objectives and programs of Underground Service Alert of Southern California.

Section 4. *Election and Term of Office.* Directors shall be elected at each annual meeting of the members, but if any such annual meeting is not held or the directors are not elected thereat, the directors may be elected at any special meeting of members held for that purpose. Notwithstanding the foregoing, At-Large directors shall be elected by the Principal and Associate members of the Board of Directors at a Board meeting immediately following the annual meeting of the members and the organizational meeting of the Board at which time officers are elected, immediately after any special meeting as discussed herein above in Section 4 or at any later meeting of the Board. Each director shall serve until the next annual meeting of the members and until a successor has been elected and qualified.

Section 5. *Vacancies.* Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before such time to take office when the resignation becomes effective.

Vacancies in the Board, except those existing as a result of a removal of a director by the members, may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director, and each director so elected shall hold office until the expiration of the term of the replaced director and until such replacement director's successor has been elected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail, at any regular or special meeting of members at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Section 7238 of the California Nonprofit Mutual Benefit Corporation Law, or who no longer meets the qualifications set forth in Section 3 of this Article III. The Board may declare

vacant the office of a director for failure to attend two Board Meetings in any term. The members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

Vacancies in an At-Large position in the Board shall be filled only by election of an At-Large director by an absolute majority of the Principal and Associate members of the Board, not merely by a majority of the Board's quorum or a majority of the remaining members of the Board, should there be any vacancy or vacancies in the seats held by Principal or Associate members of the Board of Directors. At-Large directors shall not participate in filling any vacancy or vacancies in At-Large director positions.

Section 6. *Place of Meeting.* Regular or special meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation.

Section 7. *Regular Meetings.* Immediately following each annual meeting of members the Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business.

Other regular meetings of the Board shall be held without call or notice on such dates and at such times as may be fixed by the Board.

Section 8. *Special Meetings.* Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any two directors.

Special meetings of the Board shall be held upon four days' notice by first class mail or 48 hours' notice given personally or by telephone, telegraph, telex, electronic mail (email) or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 9. *Quorum.* Forty percent (40%) of the number of directors fixed by the Board within the limits authorized by Section 2 of this Article III shall constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the

directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law, these Bylaws or by the Articles, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. *Participation in Meetings by Conference Telephone.* Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

Section 11. *Waiver of Notice.* Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 12. *Adjournment.* A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 13. *Action without Meeting.* Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section 14. *Rights of Inspection.* Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 15. *Committees.* The Board may appoint one or more committees, each consisting of two or more directors, and delegate to such committees any of the authority of the Board except with respect to:

- (a) The approval of any action for which the California Nonprofit Mutual Benefit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) The filling of vacancies on the Board or in any committee;
- (c) The fixing of compensation of the directors for serving on the Board or on any committee;
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

- (f) The appointment of other committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected;
- (h) Except as provided in Section 7233 of the California Nonprofit Mutual Benefit Law, with respect to any assets held in charitable trust, the approval of any self-dealing transaction;
- (i) The contracting for or purchase of any items in an amount in excess of \$500 during any fiscal year; or
- (j) The incurrence of debt or liability in an amount in excess of \$500 during any fiscal year.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present, and any such committee may be designated an Executive Committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article III applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 16. *Fees and Compensation.* Directors and members of committees shall not receive any compensation for their services.

## ARTICLE IV OFFICERS

Section 1. *Officers.* The officers of the corporation shall be a Chairman of the Board, A Vice Chairman of the Board, a President, a Secretary, and a Treasurer. The corporation may also have, at the discretion of the Board, one or more Vice Presidents, a Manager, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provision of Section 3 of this Article IV. Any number of offices may be held by the same person unless the Articles or these Bylaws provide otherwise.

Section 2. *Election.* The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

Section 3. *Subordinate Officers.* The Board may elect, and may empower the Chairman of the Board to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.



Section 4. *Removal and Resignation.* Any officer may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment of the officer.

Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 6. *Chairman of the Board.* The Chairman of the Board is the chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation. The Chairman shall preside at all meetings of the members and at all meetings of the Board. The Chairman has the general powers and duties usually vested in the office of chief executive officer of a corporation and such other powers and duties as may be prescribed by the Board.

Section 7. *Vice Chairman.* The Vice Chairman of the Board will assume the duties of the Chairman of the Board in his absence.

Section 8. *President.* Subject to such powers as may be given by the Board to the Chairman of the Board, the President is responsible for the general management of the corporation and promotes membership in the corporation by owners and operators of Underground Facilities and others; promotes use of the one call system by all excavators; attends meetings of outside groups and/or makes presentations to interested parties; develops and implements advertising and promotional activities; recommends changes and improvements to the operating procedures of the corporation; directs activities of the Manager; performs other duties in the furtherance of the business of the corporation as directed by the Chairman.

Section 9. *Vice Presidents.* In the absence or disability of the President, the Vice Presidents, if any be appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

Section 10. *Manager.* The Manager reports to the President and exercises full responsibility for the day-to-day operations of the one call system: Hires, trains and supervises office clerks, coordinates work assignment to maintain proper telephone coverage; develops and implements quality assurance programs, reviews findings with clerks, compiles quality indices for the group and for individuals; reviews and analyzes on a sampling basis the work performed to assure accuracy and

performance in accord with established procedures; develops written procedures for the tasks performed by clerks; receives and handles unusual or complex calls; assists the President as requested and performs such other duties as may be assigned from time to time; may perform duties of office clerk.

Section 11. *Secretary*. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of members, the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, the number of members present or represented at members' meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the corporation's Articles and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board and any committees thereof required by these Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 12. *Treasurer*. The Treasurer is the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, and shall send or cause to be sent to the members of the corporation such financial statements and reports as are by law or these Bylaws required to be sent to them. The books of account shall at all times be open to inspection by any director. The Treasurer shall prepare or cause to be prepared monthly invoices, oversee accounts payable, and maintain such records as may be required.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

## ARTICLE V OTHER PROVISIONS

Section 1. *Inspection of Corporate Records*. Subject to Sections 8330, 8331 and 8332 of the California Nonprofit Mutual Benefit Corporation Law, a member may do either or both of the following for a purpose reasonably related to such member's interest as a member:

- (i) Inspect and copy the record of all the members' names, addresses and voting rights, at reasonable times, upon five business days' prior written demand upon the corporation, which demand shall state the purpose for which the inspection rights are requested; or
- (ii) Obtain from the Secretary of the corporation, upon written demand and tender of a reasonable charge, a list of the names, addresses and voting rights of those members entitled to vote for the election of directors, as of the most recent record date for which it has been compiled or as of a date

specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The Secretary shall make the membership list available on or before the later of ten business days after the demand is received or after the date specified therein as the date as of which the list is to be compiled.

The corporation may, within 10 business days after receiving a demand, as set forth above in paragraph (i) or (ii) of this Section 1, deliver to the person(s) making the demand a written offer of an alternative method of achieving the purpose identified in said demand without providing access to or a copy of the membership list. Any rejection of the corporation's offer shall be in writing and shall indicate the reasons the alternative proposed by the corporation does not meet the proper purpose of the demand made pursuant to paragraph (i) or (ii) of this Section 1.

The accounting books and records and minutes of proceedings of the members and the Board and committees of the Board shall be open to inspection upon written demand on the corporation of any member at any reasonable time for a purpose reasonably related to such person's interests as a member.

Section 2. *Inspection of Articles and Bylaws.* The corporation shall keep in its principal office in the State of California the original or a copy of its Articles and of these Bylaws as amended to date, which shall be open to inspection by members at all reasonable times during office hours. If the corporation has no office in the State of California, it shall upon the written request of any member furnish to such member a copy of the Articles or Bylaws as amended to date.

Section 3. *Endorsement of Documents; Contracts.* Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the Chairman of the Board, the President or any Vice President and the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer of the corporation shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 4. *Membership Certificates.* The corporation shall not issue and shall be under no obligation to issue membership certificates.

Section 5. *Representation of Shares of Other Corporations.* The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 6. *Construction and Definitions.* Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General

Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws.

Section 7. *Amendments.* These Bylaws may be amended or repealed by approval of the members or by the approval of the Board; provided, however, that members must approve any action that would: (a) materially and adversely affect the rights of members as to voting, dissolution, or redemption, or transfer of memberships; (b) increase or decrease the number of memberships authorized in total or for any class; (c) effect an exchange, reclassification or cancellation of all or any part of the memberships; (d) authorize a new class of membership; or, (e) specify or change a fixed number of directors or the maximum or minimum number of directors or change from a fixed to a variable number of directors or vice versa. The power of members to approve the repeal or amendment of Bylaws is subject to the further approval of the members of a class if such action would: (a) materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption, or transfer of memberships in a manner different than such action affects another class; (b) materially and adversely affect such class as to voting, dissolution, redemption, or, transfer of memberships by changing the rights, privileges, preferences, restrictions, or conditions of another class; (c) increase or decrease the number of memberships authorized for such class; (d) increase the number of memberships authorized for another class; (e) effect an exchange, reclassification or cancellation of all or part of the memberships of such class; or, (f) authorize a new class of memberships.

A Bylaw conferring some or all of the rights of a member of any class upon any person or entity who does not have the right to vote on any of the matters set forth in Section 1 of Article II may be adopted only by approval of the members.

## ARTICLE VI INDEMNIFICATION

Section 1. *Definitions.* For the purposes of this Article VI, "agent" means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Sections 4 or 5(c) of this Article VI.

Section 2. *Indemnification in Actions by Third Parties.* The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection

with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. *Indemnification in Actions by or in the Right of the Corporation.* The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under Section 5233 of the California Non-profit Public Benefit Corporation Law or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- (a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless such action concerns assets held in charitable trust and is settled with the approval of the Attorney General.

Section 4. *Indemnification Against Expenses.* To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article VI or in defense of any claim, *issue* or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. *Required Determinations.* Except as provided in Section 4 of this Article VI any indemnification under this Article VI shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article VI, by:

- (a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;
- (b) Approval of the members, with the persons to be indemnified not being entitled to vote thereon; or
- (c) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the corporation.

Section 6. *Advance of Expenses.* Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article VI.

Section 7. *Other Indemnification.* No provision made by the corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this Article VI. Nothing contained in this Article VI shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. *Forms of Indemnification Not Permitted.* No indemnification or advance shall be made under this Article VI, except as provided in Sections 4 or 5(c), in any circumstances where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. *Insurance.* The corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article VI.

Section 10. *Nonapplicability to Fiduciaries of Employee Benefit Plans.* This Article VI does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article VI. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

## ARTICLE VII EMERGENCY PROVISIONS

Section 1. *General.* The provisions of this Article VII shall be operative only during a national emergency declared by the President of the United States or the person performing the President's functions, or in the event of a nuclear, atomic or other attack on the United States or a disaster making it impossible or impracticable for the corporation to conduct its business without recourse to the provisions of this Article VII. Said provisions in such event shall override all other Bylaws of the corporation in conflict with any provisions of this Article VII, and shall remain operative so long as it remains impossible or impracticable to continue the business of the corporation otherwise, but thereafter shall be inoperative; provided that all actions taken in good faith pursuant to such provisions shall thereafter remain in full force and effect unless and until revoked by action taken pursuant to the provisions of the Bylaws other than those contained in this Article VII.

Section 2. *Unavailable Directors.* All directors of the corporation who are not available to perform their duties as directors by reason of physical or mental incapacity or for any other reason or who are unwilling to perform their duties or whose whereabouts are unknown shall automatically cease to be directors, with like effect as if such persons had resigned as directors, so long as such unavailability continues.

Section 3. *Authorized Number of Directors.* The authorized number of directors shall be the number of directors remaining after eliminating those who have ceased to be directors pursuant to Section 2.

Section 4. *Quorum.* The number of directors necessary to constitute a quorum shall be the number bearing the same proportional relationship to the number of directors remaining pursuant to Section 2 as the quorum established in Article III, Section 8 bears to the authorized number of directors set forth in Article III, Section 2.

Section 5. *Directors Becoming Available.* Any person who has ceased to be a director pursuant to the provisions of Section 2 and who thereafter becomes available to serve as a director shall automatically resume performing the duties and exercising the powers of a director unless the term of office of such person has expired in accordance with its original terms and a successor has been selected and qualified.

CERTIFICATE OF SECRETARY of  
UNDERGROUND SERVICE ALERT

(a California nonprofit mutual  
benefit corporation)

I hereby certify that I am the duly elected and acting Secretary of said corporation and that the foregoing Bylaws, comprising 19 pages, constitute the Bylaws of said corporation as duly adopted at a meeting of the Board of Directors thereof held on

\_\_\_\_\_  
Secretary

Attachment: DigAlert Agreement - Rev 1 (10620 : Dig Alert Membership Agreement)



UNDERGROUND SERVICE ALERT  
OF  
SOUTHERN CALIFORNIA  
  
OPERATING PROCEDURES

Attachment: DigAlert Agreement - Rev 1 (10620 : Dig Alert Membership Agreement)

## **Mission Statement**

The mission of Underground Service Alert of Southern California (DigAlert), as an independent non-profit mutual benefit corporation, is to ensure the safety of excavation workers and the general public by preventing damage to subsurface infrastructure through education, advocacy, and operation of an effective communications link between excavators and subsurface infrastructure owners/operators. To achieve this mission, DigAlert includes excavators, locators, engineers, and operators of subsurface infrastructure on its Board and welcomes all who have an interest in excavation safety to provide input on accomplishing this mission.

## **Beliefs and Principles**

DigAlert is:

A professional, nonpartisan coordinator of excavation information providing a safe working environment for excavation workers by preventing damage to subsurface infrastructure.

The sole service organization utilizing state of the art electronic communications to link excavators and owners/operators of subsurface infrastructure.

The services of DigAlert are provided at no cost\* to the excavators and may be accessed by most available electronic formats including internet, mobile and telephone.

## **Strategic Plan**

DigAlert will:

Provide professional, responsive, nonpartisan quality service to both excavators and owners/operators of subsurface infrastructure.

Maximize the efficiency of its organization in the execution of its duties while promoting the “contact before you dig” process and California Government Code Section 4216.

\*Additional elite services may be available for a marginal fee.

## 1. PURPOSE

1.01 The primary purpose of Underground Service Alert of Southern California ("DigAlert"), is to provide a regional notification system (the "Center") to expedite the location of underground facilities (as defined in DigAlert's Bylaws) prior to the start of any excavation work. For purposes of these Operating Procedures, the following definitions will apply:

- (a) "Excavation" means any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe plowing and driving, or any other way.
- (b) "Excavator" means any person, firm, contractor or subcontractor, owner, operator, utility, association, corporation, partnership, business trust, public agency, or other entity that, with their own employees or equipment, performs any excavation.

1.02 The Center's major functions are:

- (a) To receive information from anyone who contacts the Center of any planned excavation work. The notifications received for this purpose are called "DigAlerts."
- (b) To transmit this information to all members who have notified DigAlert that they have underground facilities at the location of the excavation work or who are otherwise concerned with the excavation work. The member is then responsible for notifying the excavator pursuant to California Government Code section 4216 et seq.
- (c) To promote use of and membership in DigAlert.

## 2. OBJECTIVES

2.01 The Center is designed to encourage acceptance and active participation by all underground operators, government agencies and excavators. DigAlert's objectives are to:

- (a) Promote public safety
- (b) Eliminate costly damage to underground facilities;
- (c) Reduce lost production time due to damages;
- (d) Promote compliance with California Government Code Section 4216 et seq.;
- (e) Promote compliance with California Code of Regulations Title 19 Division 4;
- (f) Help protect our underground environment;
- (g) Promote membership in DigAlert;
- (h) Promote use of DigAlert Direct;
- (i) Promote involvement in the California Regional Common Ground Alliance (CARCGA) and
- (j) Encourage reporting of incident events via the CARCGA Virtual Private Damage Information Reporting Tool (DIRT).

**3. RATE STRUCTURE**

- 3.01 Each member will be assessed a fee in accordance with the applicable rates adopted by the Board of Directors from time to time. A copy of the rate schedule currently in effect is attached hereto as Exhibit I.
- 3.02 The fees collected through this rate structure will cover the operating costs of the Center.

**4. CONTRACTOR**

- 4.01 DigAlert may contract with a third party for the management of the Center under the ultimate direction of the Board of Directors.

**5. COMMUNICATIONS**

- 5.01 DigAlert will provide sufficient equipment and personnel to maintain efficient operation of the Center. Increases in costs incurred will be justified by management to the Board of Directors.
- 5.02 For liability purposes, all incoming DigAlert calls are recorded on electronic media. Said recordings are made in accordance with tariffs on file with the California Public Utilities Commission and local, state and federal law.
- 5.03 Each member is individually responsible for maintaining equipment capable of receiving DigAlert information.
- 5.04 Members utilizing a third party to receive their DigAlert notifications are responsible for ensuring that notifications are received and processed as if the member were receiving the notifications directly. Members, or their designated third party agents, who receive DigAlert information via electronic means (i.e.: email, WebTMS) are responsible for retrieving their notifications once delivered to their designated location.
- 5.05 Members who use the Center's Web Ticket Management System (WebTMS) will pay applicable charges as set forth in Exhibit II attached hereto. The Board of Directors may amend these charges from time to time.
- 5.06 Members will provide an electronic positive response through the Center for each ticket type received that requires a response. Methods to provide the response are listed under documentation on the DigAlert.org website.

**6. CENTER OPERATIONS**

- 6.01 The Center's business hours are from 6:00 a.m. to 7:00 p.m. Monday through Friday excluding holidays.
- 6.02 The Center is closed on state and federal holidays. If Christmas Eve & New Year's Eve fall on a Monday through Thursday, the Center will close at 3:00 p.m.
- 6.03 DigAlert shall provide the personnel necessary to carry out its business and shall employ a President, Manager, Customer Service Representatives and other Employees. The work schedule of the Manager, Customer Service Representatives and other Employees will be arranged to provide adequate personnel during business hours.
- 6.04 DigAlert will bill members in accordance with the rates established from time to time by the Board as follows:

- (a) DigAlert will determine, prepare and email a bill for each member in accordance with the approved rate structure. Alternate methods of receiving invoices may be approved by DigAlert on a case-by-case basis, members may not make alternate methods a requirement for payments to be processed. For purposes of accounting, books are kept of each month's billing by member name. Said books shall be kept in accordance with generally accepted accounting principles.
- (b) DigAlert will compile a monthly summary of the Center's operating costs in detail as well as the current month's billing. These reports will be submitted to the Board at the next scheduled board meeting.
- (c) Upon receipt of the monthly bill, each member will make payment by check made out to "Underground Service Alert." This check is to be sent to DigAlert at the Center's mailing address. Alternate methods of remittance must be approved by DigAlert prior to use.
- (d) DigAlert will credit the appropriate member's account when payments are received and will deposit the money in the DigAlert bank account. Chairman will review all financial practices.
- (e) Payments are due and payable upon receipt of each monthly bill. Payments not received within 45 days of the date of the bill, may be subject to a 5% penalty of the amount billed.
- (f) If payment is not received within 135 days of the date of the bill a certified letter will be sent to the member which shall indicate that the member is no longer in good standing and if payment is not received within 90 days they will be terminated.
- (g) Upon termination a complaint will be filed with the California Underground Facilities Safe Excavation Board that the entity is longer a member of Underground Service Alert of Southern California as required by California Government Code section 4216 et seq.
- (h) DigAlert will maintain records of all expenses associated with the Center operations. These records are subject to audit by the Board of Directors.
- (i) DigAlert will send out invoices on behalf of the California Underground Facilitates Safe Excavation Board pursuant to CCR Title 19 Division 4 Section 4011. Payment for these invoices will be made to Underground Service Alert of Southern California under the DigAlert EIN.
- (j) Certificate of Liability Insurance will be provided to those members that request it but will not include a worker's comp waiver of subrogation endorsement.

6.05 DigAlerts refer to notification of excavations as defined in 1.01 (a).

- (a) All DigAlerts called into 811 or a toll-free line will be recorded.
- (b) Each DigAlert will have a ticket number assigned to it, which will be given to each excavator for future reference.

- (c) Unless the excavation is necessary due to an emergency, all excavators not giving a legal excavation start date and time as defined in California Government Code section 4216 et seq. will be reminded of this requirement, and that the affected member(s) must have a minimum of 2 working days not including the date of notification in which to mark their lines. If the excavation is necessary due to an emergency, excavators will be given the definition of an emergency as stated in California Government Code section 4216 and notified that members responding may charge a locating fee if the job does not meet the statutory definition. All excavators not delineating their proposed excavation site will be informed that state law requires that the excavator shall delineate the area to be excavated before contacting the Center and if the area is not delineated the members may, at their discretion, chose not to locate and field mark until the area is delineated. In addition, the excavator will be advised that the DigAlert is active for 28 calendar days and that work continuing beyond that time requires a renewal of the DigAlert prior to expiration of the 28 day period. DigAlerts may be renewed online or by calling 811. The excavator will be advised that state law requires that excavation shall not begin until all members have responded. The excavator will also be notified that after they have initially marked, state law requires the excavator to notify DigAlert if the members' marks are no longer reasonably visible.
- (d) After all the necessary information (set forth on Exhibit V attached hereto) to complete the DigAlert has been given, Center personnel will tell the caller which member(s) will be notified. In the event that the information was provided online a list of the members to be notified will be displayed.

#### 6.06 Locations

Each member is responsible for submitting to DigAlert shape files in NAD83 Datum or WSG84 Datum with a Coordinate Reference System of Latitude/Longitude. Shape files must contain valid data for their shape type – lines must contain at least 2 points; polygons must have at least 3 points, etc. DigAlert will annually send a report to each member to verify that all areas in which they have underground facilities are included in the Center's database.

#### 6.07 Contact Information

Each member is responsible for submitting to DigAlert a list of contacts within their organization for issues related to billing, design requests, problems receiving DigAlerts, emergencies during working hours, emergencies after hours, no response – if the member hasn't responded to a DigAlert notification, requests for permission to utilize vacuum equipment and a main contact. These listings will be requested annually by the Center. Each member shall notify DigAlert of any changes, as they occur, with respect to the contact listing as required by CCR Title 19 Division 4 Section 4003. DigAlert will include this contact listing in the Center's database.

#### 6.08 Transmission of DigAlert information

All DigAlert information will be dispatched by DigAlert to each affected member as soon as possible after receipt thereof. DigAlert shall use reasonable judgment in determining the sequential order in which such requests are to be transmitted.

- (a) Each member is responsible for immediately notifying the Center of any indecipherable message received from the Center, and/or any technical failure of equipment used by the member (or its designated agent) for purpose of receipt of DigAlert notifications from the Center of which it is or should be aware.
- (b) When trouble with or failure of, equipment used by a member to receive DigAlert notifications from the Center is discovered, the member (or its designated agent) will be responsible for reporting it to the appropriate personnel for repair.
- (c) Other provisions of these operating procedures notwithstanding, the Center shall use its best efforts to receive and transmit DigAlerts in the event of electrical power failure which precludes the recording and normal transmission of messages.
- (d) DigAlert will send to all members on a DigAlert any follow-up excavator requests for additional information, any notifications of work continuing, requests for re-marks or failure of any member(s) to respond.
- (e) DigAlerts received to report emergency work that must be done immediately, will be handled as an emergency type and transmitted as soon as possible.
- (f) Excavators reporting damage to underground lines DigAlert will send a damage/exposed DigAlert to members in the area of damage as well as the California Underground Facilities Safe Excavation Board. The Center will also provide the excavator with the emergency telephone number of any member(s) involved.

#### 6.09 After Hours

All calls received by the Center after scheduled operating hours will be answered by a recording device attached to 811 or a toll-free number. A pre-recorded message will advise the caller of the Center's scheduled operating hours and direct them to call back or to visit [www.DigAlert.org](http://www.DigAlert.org) for more information. The message will also refer all emergency notifications to the affected member or non-member.

#### 6.10 Archives

DigAlert shall maintain a file of all DigAlerts and recorded conversations for a period of **five** (5) years. At the end of **five** (5) years, DigAlert will destroy the above records unless otherwise requested in writing by any member. Upon receipt of a request, DigAlert will supply a copy of the information requested to the requesting member, at the member's expense, to be maintained by the member.

DigAlert shall archive the following:

- (a) Notifications received including time received and ticket number;
- (b) Notifications giving less than 48 hours' notice, including ticket number, excavator's company and length of notice in hours;
- (c) Messages transmitted, including ticket number involved;
- (d) Monthly summaries of the member transmissions, and notification distribution;

DigAlerts will be communicated by excavators to DigAlert by a toll free number, 811, via the DigAlert website, or via DigAlert applications. All notifications on DigAlert toll free lines or 811 will be recorded. Notification of DigAlerts will be transmitted to

members electronically, depending on the needs of each member and as agreed upon between the member and DigAlert. Recordings and computer copies will be retained by DigAlert for the use and benefit of members, DigAlert, and users of the regional notification system. Recorded conversations will be handled, recorded, played, and stored, by DigAlert only, or by such qualified operators as may be designated by the Chairman of the Board to maintain reliability and integrity of the recordings.

DigAlert will provide, upon written request, one copy of any DigAlert and if also requested a .wav format of the conversation. All revisions, through the date of incident or such date as requested, of the DigAlert ticket will be provided. For current fees for copies of DigAlerts see Exhibit III– Archive Record Fees.

#### 6.11 Design Stage

Excavators not excavating within 14 calendar days can request “design stage” information either via the Centers website or from Center personnel. A list of members and their contact information, that has been provided by the member(s), with underground facilities in the proposed excavation area will be supplied. For current fees see Exhibit IV– Design Stage Fees.

#### 6.12 Area of Continual Excavation Tickets (ACE)

Locations where excavation is part of the normal business activities of agricultural operations or flood control facilities are considered ACE tickets. Excavators can obtain an ACE ticket by notifying the Center at least two working days, not including the date of notification, up to six months from the date of notification. ACE tickets are valid for one year from date of issuance. An electronic reminder will be sent one month before expiration.

#### 6.13 Electronic Positive Response

Members shall supply an electronic positive response through the center before the legal excavation start date and time. DigAlert will make those responses available to the excavator.

### 7. PUBLIC RELATIONS AND PUBLICITY

7.01 The Center will maintain a log of all presentations made involving the promotion of the DigAlert program. Arrangements may be made through the Safety Awareness Director for such presentations to be given to any interested groups.

7.02 Advertisement and promotional materials will designate "Underground Service Alert of Southern California" and/or DigAlert and should include the 811 logo.

7.03 To prevent duplication of effort and to maintain continuity of promotional items, all members are asked to submit to the Board of Directors at least one copy of any promotional materials used (including intracompany promotions), which were not processed through the Board of Directors.

7.04 A complete file of all promotional material will be kept by the Center.

7.05 Members will be encouraged to list 811 and [www.DigAlert.org](http://www.DigAlert.org) as the member’s “contact information” for purposes of notifying before excavating near their underground facilities in any directories in which the member’s company or agency appears.



- 7.06 The Center will encourage all members and excavators to report “incident events” via the California Regional Common Ground Alliance Virtual Private Damage Information Reporting Tool. The Center will post an annual report on [www.DigAlert.org](http://www.DigAlert.org) of the compiled statewide information regarding “incident events” provided by operators and excavators. For purposes of this section a “incident event” means the occurrence of excavator downtime, damages, near misses and violations.
- 7.07 Members may, on a voluntary basis, supply information to DigAlert regarding excavators that do not comply with California Government Code section 4216 et seq. The information supplied will include the excavator’s name, address (including, city, state and zip code), and the date and location of the incident. DigAlert will send informational materials to those excavators regarding the requirements of California Government Code section 4216 et seq.

**EXHIBIT I****Dues Schedule  
Effective July 1, 2022**

- I. Associate members shall pay a fee of \$1.75 for each **new** DigAlert notification received during the previous month.
- II. Principal members shall pay a fee of \$1.75 for each **new** DigAlert notification received during the previous month. In addition, Principal members may be assessed from time to time an amount as determined by the Board to maintain the level of working capital necessary to insure financial stability. Such assessment shall be based on the ratio which the number of miles of underground facilities owned or operated by that member bears to the total miles owned or operated by all Principal members within the area served by the Corporation.
- III. New members with only 1 member code will be charged \$10 per month until a years' worth of transmissions data is obtained. All others will be under the schedule below:

<b>Billed Member Codes</b>	<b>Rate</b>
1 member code < 100 new transmissions a year	No Charge
1 – 5 member codes	\$10 per month
6 – 10 member codes	\$20 per month
11 – 15 member codes	\$30 per month
16 – 20 member codes	\$40 per month
More than 20 member codes	\$50 per month

**EXHIBIT II****Web Ticket Management System (WebTMS) Charges  
Effective July 1, 2022**

- I. Members who use DigAlert's WebTMS program shall pay a one-time set up fee of \$150.00.
- II. Rates are based on number of users and based on a monthly rate billed annually.
- |                |                   |
|----------------|-------------------|
| Up to 5 users  | \$30.00 per month |
| Up to 10 users | \$55.00 per month |
| Up to 15 users | \$80.00 per month |
| Up to 20 users | \$105 per month   |
- III. Optional Program Add-Ons are based on a monthly rate billed annually.
- |                    |                |
|--------------------|----------------|
| Ticket Attachments | \$25 per month |
|--------------------|----------------|

**EXHIBIT III****Archive Record Fees  
Effective January 1, 2014**

I.	Member		
	25 Requests in a month	Free	
	26+ Requests in a month	\$15.00 each addition request	
II.	Non Member		
	Each DigAlert Ticket	\$50	
	No DigAlert Ticket Provided	\$50 per each year requested	
	Copy of conversation	\$50 per location requested	

**EXHIBIT IV****Design Stage Fees  
Effective January 1, 2014**

I.	Member		
	DigAlert Personnel	\$25.00 up to 1 square mile	
	Web Design Subscription	Free	
II.	Non Member		
	DigAlert Personnel	\$50.00 up to 1 square mile	
	6 month Web Design Subscription	\$150.00	
	1 year Web Design Subscription	\$240.00	
	2 year Web Design Subscription	\$350.00	

# Contact 811

## 2 Working Days Before You Dig

(Not Including the Date of Notification)



**DigAlert No.** \_\_\_\_\_

### LOCATION REQUEST FORM

For faster service, prior to call fill out all non-italicized fields  
For Single Or Multiple Addresses, Corner or Interseccion, and Work On the Street, Use DigAlert Direct  
@ [direct.digalert.org](http://direct.digalert.org)

**Date & Time of call:** \_\_\_\_\_ **Operator:** \_\_\_\_\_

Caller Type (select one):

- Contractor     City     Homeowner  
 Member     Other

Caller: \_\_\_\_\_

Language (select one):

- English     Chinese     Spanish  
 Vietnamese     Other \_\_\_\_\_

Company phone #: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Office Email: \_\_\_\_\_

Email confirmations for this ticket and positive responses?  Yes  No

Cell Phone: \_\_\_\_\_

SMS confirmations for this ticket and positive responses?  Yes  No

Site Contact: \_\_\_\_\_ Phone \_\_\_\_\_

Email: \_\_\_\_\_

Email confirmations for this ticket and positive responses?  Yes  No

Cell Phone: \_\_\_\_\_

SMS confirmations for this ticket and positive responses?  Yes  No

Delineation Method (check all that apply):

- None    Chalk    Flags    Flour    Stakes    Whiskers    White Paint:    Other

Type of work: \_\_\_\_\_

County: \_\_\_\_\_ City: \_\_\_\_\_

If more than 1 address or descriptive location: \_\_\_\_\_

Address: \_\_\_\_\_ Street: \_\_\_\_\_ Closest X/ST: \_\_\_\_\_

Latitude/Longitude: \_\_\_\_\_

Does excavation enter into the street or sidewalk:  Yes  No

Boring:  Yes  No   Explosives:  Yes  No   Vacuum:  Yes  No

Emergency:  Yes  No   Pavement:  Yes  No

Work being done for: \_\_\_\_\_

Permit #: \_\_\_\_\_  Not Required    Not Available    Pending    Blanket    Unknown

Work Order / Job #: \_\_\_\_\_

Date & Time work is to begin: \_\_\_\_\_

Renew on or before date: \_\_\_\_\_

Member notified by USA: \_\_\_\_\_

ASSOCIATE MEMBER AGREEMENT  
(SBCTA Contract No. 24-1003128)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA (Hereinafter referred to as "USA-SC") and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (Hereinafter referred to as "Associate Member").

WITNESSETH:

WHEREAS, USA-SC is a nonprofit mutual benefit corporation organized under the laws of the State of California which operates a regional notification center to facilitate notice to members with underground facilities of proposed excavation; and

WHEREAS, Associate Member desires to become a member of USA-SC and -USA-SC desires to accept Associate Member as a member.

NOW, THEREFORE, the parties hereto agree as follows:

1. Associate Member has reviewed the USA-SC Articles of Incorporation, By-Laws and Operating Procedures and hereby accepts and agrees to be bound by the terms and conditions thereof as they currently exist, and as may be amended from time to time.
2. Associate Member agrees to pay dues and assessments as established by the USA-SC Board of Directors from time to time.
3. Associate Member acknowledges that its performance of Services under this Agreement may involve access to personal information of users of the USA-SC website and that such access is governed by the USA-SC Privacy Policy. Associate Member shall only use such personal information for purposes of performing Services under this Agreement in accordance with the USA-SC By-Laws and Operating Procedures.
4. This Agreement shall become effective on the day and year above first written and shall continue in effect until Associate Member's membership is terminated pursuant to Article II, Section 5 of the USA-SC By-Laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year above first written.

<p>SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY</p> <hr/> <p>ASSOCIATE MEMBER</p> <p>BY _____ Dr. Raymond W. Wolfe</p> <p>TITLE <u>Executive Director</u></p>	<p>UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA</p> <p>BY _____</p> <p>TITLE _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

APPROVED AS TO FORM

BY \_\_\_\_\_  
Juanda L. Daniel

Attachment: DigAlert Agreement - Rev 1 (10620 : Dig Alert Membership Agreement)

# All Fields Must Be Filled Out Completely

## Main Contact (receives correspondence from USA/SC)

Company Name: San Bernardino County Transportation Authority

Contact Name: Philip Chu

Address: 1170 W. 3rd St.

City: San Bernardino State: CA Zip: 92410

Phone: 909-884-8276

e-mail: Pchu@gosbcta.com

Check box if you want a copy of the minutes sent to you

## Billing Contact (receives invoices from USA/SC) – EIN: 33-0478781

All invoices will be emailed – e-mail is required

Name: Jillian Peterson

Address: 1170 W. 3rd St.

City: San Bernardino State: CA Zip: 92410

Phone: 909-884-8276 e-mail: Jpeterson@gosbcta.com

Voting Rights – See page 4 of the Bylaws/Operating Procedures Booklet for an explanation

Mileage: 10 Population: \_\_\_\_\_  
(if Government Agency)

## Engineering Contact (receives requests for pre-planning or design stage information from excavators who are NOT digging in the next 14 days)

Name: Philip Chu (see above)

Address: 1170 W. 3rd St.

City: San Bernardino State: CA Zip: 92410

Phone: 909-884-8276

e-mail: Pchu@gosbcta.com

## Emergency Contact (receives calls during working hours for damages)

Name: Philip Chu (see above)

Phone: 909-884-8276

e-mail: Pchu@gosbcta.com



# Information Sheet

**After Hours Contact (receives calls after working hours for damages)**

Name: Philip Chu (see above)

Phone: 909-884-8276

e-mail: Pchu@gosbcta.com

**Vacuum Contact (person to be contacted by excavator if anything other than a hand tool is going to be used to expose your line in conflict)**

Name: Philip Chu

Phone: 909-884-8276

e-mail: Pchu@gosbcta.com

**No Response Contact (person to be contacted by excavator if lines have not been marked)**

Name: Philip Chu (see above)

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

**Office Hours**

**Monday:** 8 to 5

**Tuesday:** 8 to 5

**Wednesday:** 8 to 5

**Thursday:** 8 to 5

**Friday:** 8 to 4:30

**State/Federal Agency**

Is company a state or federal agency?

State  Federal

**Type of Lines**

Check all that apply

<input type="checkbox"/> Cable TV	<input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/> Fiber Optic	<input type="checkbox"/> Fuel
<input type="checkbox"/> Gas	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Monitoring Wells	<input type="checkbox"/> Oil
<input type="checkbox"/> Reclaimed Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Storm Drain	<input type="checkbox"/> Street Lights
<input type="checkbox"/> Streets, Asphalt	<input type="checkbox"/> Telephone	<input type="checkbox"/> Traffic	<input type="checkbox"/> Wastewater
<input type="checkbox"/> Water			

Other: \_\_\_\_\_  
Describe Type of Line

Attachment: DigAlert Agreement - Rev 1 (10620 : Dig Alert Membership Agreement)

For information on requirements for notification area submission, ticket types, ticket formats, delivery options and electronic positive response please visit <https://docs.digalert.org/display/MEM> for the most up to date information available.

## Ticket Delivery Options

### How do you want to receive DigAlert Tickets?

You must choose a delivery option below to receive DigAlert Tickets

Email

e-mail: Jpeterson@gosbcta.com

What email format?

HTML

Plain Text

XML (inline)

XML (as attachment)

JSON (inline)

JSON (as attachment)

Web Hook

Web Hook URL \_\_\_\_\_

What Web Hook Email format?

JSON

XML

### Receiver Contact (able to assist if tickets are not delivering)

Name: Jillian Peterson

Phone: 909-884-8276

e-mail: Jpeterson@gosbcta.com



**Certificate Of Completion**

Envelope Id: 667F7112CDFC48AA90E766FE46043D7A

Status: Sent

Subject: Documents for Result #16100079

Source Envelope:

Document Pages: 42

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Underground Service Alert of Southern California

AutoNav: Enabled

1379 Pico St #101

Enveloped Stamping: Enabled

Corona, CA 92881

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

docusign@digalert.org

IP Address: 3.84.253.54

**Record Tracking**

Status: Original

Holder: Underground Service Alert of Southern

Location: DocuSign

12/21/2023 2:05:26 PM

California

docusign@digalert.org

**Signer Events****Signature****Timestamp**

San Bernardino County Transportation Authority

pchu@gosbcta.com

Sent: 12/21/2023 2:05:28 PM

Viewed: 12/21/2023 2:15:48 PM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/21/2023 2:15:48 PM

ID: 2a998448-d7bd-467c-897a-2ade8fd9a2fc

Underground Service Alert of Southern California

docusign@digalert.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Member Services

memberservices@digalert.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/21/2023 2:05:28 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, DigAlert (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact DigAlert:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@digalert.org](mailto:docusign@digalert.org)

### **To advise DigAlert of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@digalert.org](mailto:docusign@digalert.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from DigAlert**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@digalert.org](mailto:docusign@digalert.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with DigAlert**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@digalert.org](mailto:docusign@digalert.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DigAlert as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DigAlert during the course of your relationship with DigAlert.

## *Minute Action*

AGENDA ITEM: 29

***Date:*** June 5, 2024

***Subject:***

California Department of Transportation Presentation: Addressing Safety Concerns on High Desert Two-Lane State Highways

***Recommendation:***

Receive a presentation from the California Department of Transportation District 8 regarding safety concerns and potential solutions for state highways in the high desert.

***Background:***

San Bernardino County Transportation Authority (SBCTA) staff has received comments from SBCTA Board of Directors regarding the number of serious crashes on the desert highways and the need to improve safety. Specifically, there have been news articles about multiple recent fatal accidents on State Route (SR) 247, which runs between Barstow and Yucca Valley. Media reports indicate that most of these collisions resulted from illegal or unsafe passing maneuvers.

US 395 had a similar reputation in the past, but this roadway is being improved in three phases, which will help address the safety concerns within the cities of Victorville, Hesperia, and Adelanto. The center section from SR-18 to Chamberlaine Way was widened to a four-lane divided facility in 2020. Construction will begin in 2025 on widening the segment from SR-18 to Interstate (I) 15. The northerly third segment from Chamberlaine Way to Desert Flower Road is awaiting funding. There are no plans for further improvement of the two-lane section north of the City of Adelanto between Desert Flower Road and SR-58, but striping and delineation improvements to this segment were made over 10 years ago.

SR-18 west of US 395, which is also two lanes except for the section near US 395, is another roadway that has safety concerns, both because of the propensity of drivers to make risky passing maneuvers and because of the multiple side streets and the undulating vertical profile. SBCTA, California Department of Transportation (Caltrans), and LA Metro have partnered on a study that is setting the stage for environmental clearance on the addition of a center turn lane and flattening of the profile, which should ameliorate some of these safety concerns.

Caltrans will be making a presentation on measures that have been taken and can be taken to address safety issues on SR-247 and similar rural state highways in the high desert.

***Financial Impact:***

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

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the San Bernardino County Transportation Authority Board of Directors because of the countywide interest in safety on state highways.

***Responsible Staff:***

Steve Smith, Director of Planning & Regional Programs

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
June 5, 2024  
Page 2

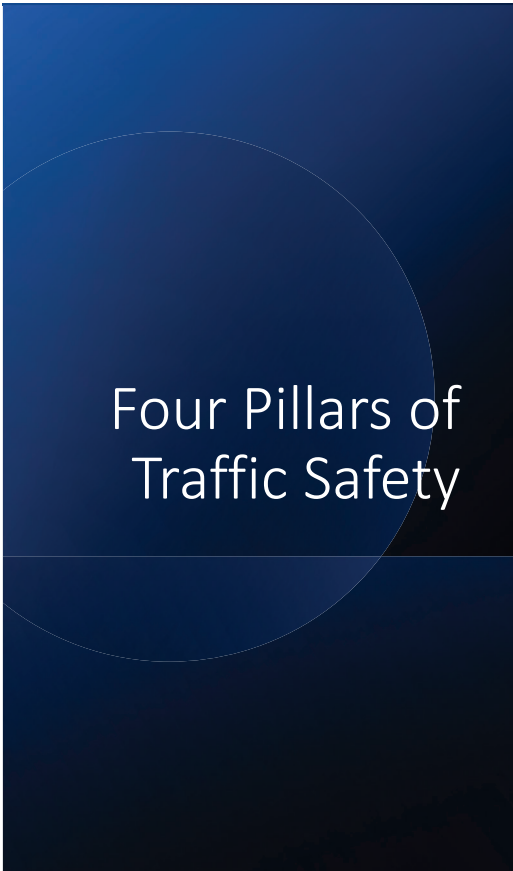
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Approved  
Board of Directors  
Date: June 5, 2024  
Witnessed By:

San Bernardino County Transportation Authority



# Caltrans District 8 Safety Improvement Program San Bernardino County



Eliminate Fatalities and Serious Injuries

Take Realistic and Holistic View

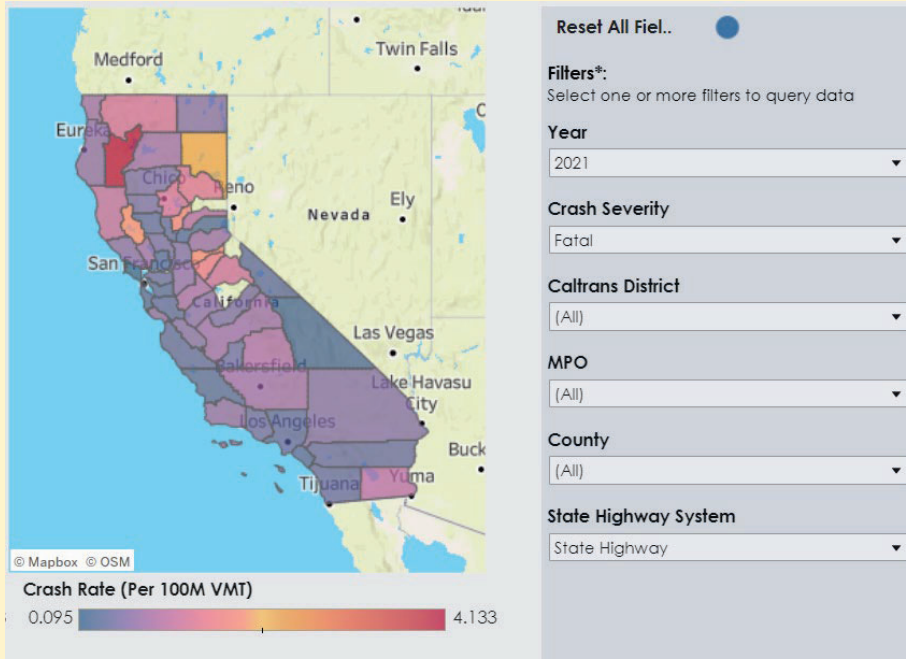
Looks at all Road Users

- Pedestrians
- Cyclists
- Drivers
- Ride Transit
- Other Travel Modes

Key Principles:

- Death/Serious Injury is Unacceptable.
- Responsibility is Shared.
- Humans Make Mistakes.
- Safety is Proactive and Reactive.
- People are Vulnerable.
- Redundancy is Crucial.





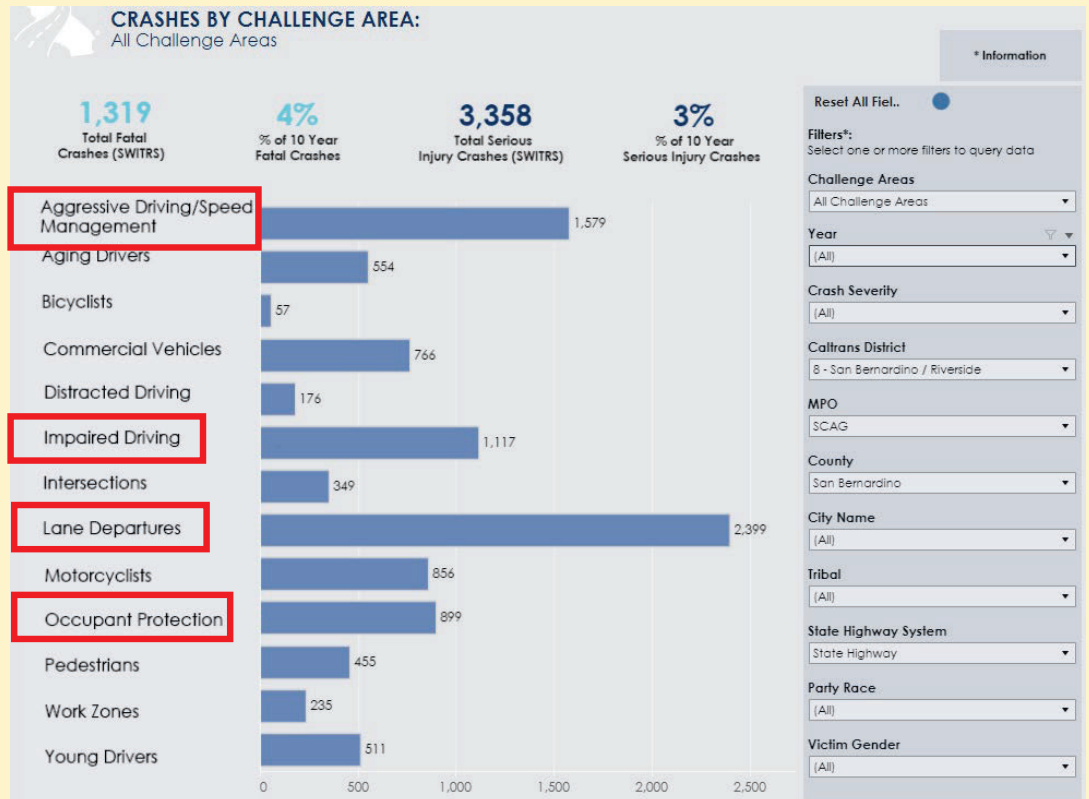
Per the 2021 data, SBD County experienced a Fatal Crash Rate of 0.606 per 100M Vehicle Miles Traveled (VMT) on the State Highway System. 2021 Crash Rates for various counties ranged from 0.095 to 4.133 on the State Highway System.



**2012 to 2021 (10 Year) Main challenge areas for San Bernardino County Traffic Safety:**

- Lane Departures
- Speeding
- Impaired driving
- Occupant protection

Initiated and future safety projects aim to implement the key principals of the 4 pillars of traffic safety to improve injury outcomes for any possible future collisions.





Starting in March 2024, District 8 initiated a “Buckle Up” social media campaign to improve occupant protection and works with our California Highway Patrol (CHP) partners to reduce speeding and impaired drivers.

["Buckle Up" Facebook Link](#)



### Completed SBD Safety Projects

Contract Number	Route	Total Project (\$1000)	Scope of Work	Year Complete
0Q130	127	\$7,869	CONSTRUCT RAISED CURB MEDIAN & DOUBLE THRIE BEAM BARRIER	2019
1E550	247	\$2,626	CONSTRUCT 8-FT SHOULDERS AND RUMBLE STRIPS	2019
1E560	62	\$2,991	WIDEN SHOULDERS AND RUMBLE STRIPS	2019
1F770	10	\$3,893	RUMBLE STRIPS	2019
1E581	95	\$2,966	WIDEN SHOULDERS AND RUMBLE STRIPS	2019
1E582	247	\$5,063	WIDEN SHOULDERS AND RUMBLE STRIPS	2019
1E610	2	\$6,230	WIDEN SHOULDERS AND RUMBLE STRIPS	2019
1G460	38	\$2,242	OPEN GRADED FRICTION COURSE (OGFC)	2019
0N972	395	\$24,895	4' MEDIAN BUFFER AND WIDEN SHOULDERS & RUMBLE STRIPS	2019
0N971	395	\$40,391	4' MEDIAN BUFFER AND WIDEN SHOULDER & RUMBLE STRIPS	2019
1E312	18	\$1,110	INSTALL MIDWEST GUARDRAIL SYSTEM & TERMINAL END TREATMENTS	2019
1E981	15	\$629	INSTALL MIDWEST GUARDRAIL SYSTEM & TERMINAL END TREATMENTS	2019
1E982	330	\$805	INSTALL MIDWEST GUARDRAIL SYSTEM & TERMINAL END TREATMENTS	2019

Attachment: BOD Presentation - SBD Safety Projects PDF (10433 : Caltrans Presentation: Addressing Safety Concerns on High Desert Two-



## Completed SBD Safety Projects

Contract Number	Route	Total Project (\$1000)	Scope of Work	Year Complete
1E311	215	\$665	INSTALL MIDWEST GUARDRAIL SYSTEM & TERMINAL END TREATMENTS	2019
1F780	62	\$3,230	RUMBLE STRIPS	2020
0Q120	15	\$15,312	RAISED CURB MEDIAN AND RECONFIGURE LEFT TURN POCKETS	2020
1G450	95	\$2,366	INSTALL TRAFFIC SIGNALS, ADA STANDARDS, CROSSWALKS & FLASHING BEACON SYSTEM	2020
1H540	138	\$673	RUMBLE STRIPS	2020
1E313	40	\$1,320	INSTALL MIDWEST GUARDRAIL SYSTEM & TERMINAL END TREATMENT	2020
0Q300	40	\$42,444	CONSTRUCT 2-LANE PAVED SECTION WITH OUTSIDE SHLDRS, 3 WILDLIFE CROSSINGS & OHV CROSSING	2020
0P390	18	\$49,014	WIDEN SHOULDER AND RUMBLE STRIPS	2021
1H970	15	\$1,997	INSTALL MIDWEST GUARDRAIL AND TERMINAL SYSTEM AT VARIOUS SEGMENTS	2021
1H770	138	\$11,119	LANE RECONFIGURATION & PAVEMENT WIDENING	2022
1L330	215	\$3,371	INSTALL RETROREFLECTIVE MARKERS AND UPGRADE PAVEMENT DELINEATION	2022



## Completed SBD Safety Projects Continued

Contract Number	Route	Total Project (\$1000)	Scope of Work	Year Complete
1E060	138	\$13,799	CONSTRUCT RAISED CURB MEDIAN, WIDEN ROADWAY AND INSTALL TRAFFIC SIGNAL	2022
1K450	38	\$890	RESTRIPE TO ACCOMMODATE A BICYCLE LANE	2022
0R150	15	\$38,430	REGRADE MEDIAN CROSS SLOPE	2022
0Q302	15	\$717	REPLACE EXISTING CSP CULVERT	2022
0R160	18	\$51,063	REGRADE MEDIAN CROSS SLOPE	2022
0R142	18	\$36,854	REGRADE MEDIAN CROSS SLOPE	2022
1L990	189	\$1,005	SIGNS, RESTRIPE THE OFF RAMP WITH ENHANCED PAVEMENT MARKERS FOR WRONG WAY DETAILS.	2022
1K780	10	\$1,666	CONSTRUCT MEDIAN BARRIER	2023
1K790	83	\$5,575	ENHANCE CLASS III BIKE FACILITY FOR BICYCLE SAFETY	2023
1L840	259	\$278	RUMBLE STRIPS	2023
1J090	15	\$280	INSTALL SHOULDER RUMBLE STRIPS	2023



## Completed SBD Safety Projects Continued

Contract Number	Route	Total Project (\$1000)	Scope of Work	Year Complete
1L590	15	\$1,540	INSTALL MIDWEST GUARDRAIL SYSTEM AND TERMINAL SYSTEM END TREATMENTS	2023
1J250	138	\$300	REMOVE AND REPLACE GUARDRAIL AND END TREATMENTS TO STANDARD	2023
1H820	10	\$6,208	TRAFFIC SIGNALS, REALIGN CAJON BOULEVARD, WIDEN RAMPS, AND CURB RAMPS	2024
1J800	138	\$895	PLACE A PEDESTRIAN HYBRID BEACON WITH LIGHTING	2024
1C720	10	\$20,088	REGRADE AND FLATTEN MEDIAN CROSS SLOPE	2024
OR141	VAR	\$40,106	REGRADE MEDIAN CROSS SLOPE	2024

**Total Cost of SBD Safety Projects  
2019 to present  
approximately \$453 million**



### SBD County Fatal Crashes and Fatal Injury Collisions



Available collision data for the 1<sup>st</sup> half of 2023 on State highways is starting to show a downward trend.



## Table C and Monitoring Programs Investigations

### Monitoring programs include:

- Cross Over Collisions Monitoring Report
- Run Off Road Monitoring Report
- Bicycle Monitoring Report
- Pedestrian Monitoring Report
- Wrong Way Collisions Monitoring Report
- Systemic Pedestrian Monitoring Report
- Systemic Wrong Way Monitoring Report
- Systemic Bicycle Monitoring Report

Improvement recommendations were made on approximately 75% of the safety investigations and included:

- Sign Installation Order
- Striping Installation Order
- Maintenance work Orders
- Pedestrian Improvement (High Visibility Crosswalk, Leading Pedestrian Interval (LPI), Pedestrian Flashing Beacon)
- Intersection Improvements (Add/modify Left Turn Lane, Add Left turn phasing, Add Traffic Signal)
- Median barrier (Raised curve, concrete barrier, Thrie-beam)
- Widening (median, Shoulder)
- Rumble strip (edge line and center line)
- Install new/upgrade guardrail
- Wrong way Driver prevention (Enhanced wrong way markers, LED boarded wrong way signs)
- High Friction Surface Treatment
- Install Bike Lane
- Curve Correction/Realignment



## Vision Zero Pilot Monitoring Program

Improvement recommendations were made on approximately 75% of the safety investigations and will result in additional safety projects or safety improvements by the District Maintenance workforce. Countermeasures included:

- Sign installation orders
- Striping installation orders
- Maintenance work orders
- Tree trimming/removals
- Rumble/mumble strip installations
- Solar Powered LED Wrong Ways signs at mid offramps
- High Tension Cable Barrier (HTCB) installation projects (the 1st within District 8)
- New Guardrail installations
- Guardrail upgrades to new MASH Standards
- Median Barrier upgrades
- New Auxiliary Lanes
- Shoulder Widening
- Traffic Calming projects which include:
  - o Speed Feedback Signs
  - o Speed Reduction Markings
  - o Flashing Beacons

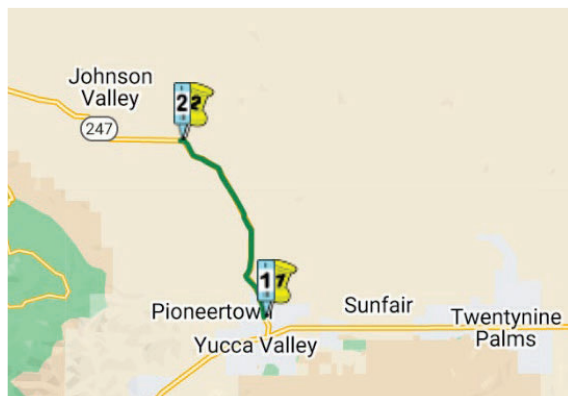


# Highlight of Safety Improvements on SR-247

## From Yucca Valley to Lucerne Valley

### Completed improvements

- Constructed standard paved shoulders with centerline and edge-line rumble strips along 247 completed in 2016/2017
  - Total Project Cost = \$37 M



# Impact of completed projects

	Collision Rates (MVM)		
	Fatal	F+I	Total
<b>SR 247 North of Yucca Valley to Homestead Valley (7.8 miles)</b>			
Before Shoulder Widening (2013)	0.000	0.25	0.50
After Shoulder Widening (2017)	0.000	0.07	0.31
<b>SR 247 Homestead Valley to Boone Road (10.7 miles)</b>			
Before Shoulder Widening (2013-2015)	0.032	0.19	0.30
After Shoulder Widening (2018-2020)	0.010	0.19	0.38

Fatal+Injury Collision and Total Collision rates decreased

Fatal Collision Rates Decreased

## Collision Rate, per Million Vehicle Miles (MVM) (Last 3 years)

SR 247 from Yucca Valley to Lucerne Valley (approx. 45 miles)	F+I	Total
<b>Actual</b>	0.27	0.61
<b>State Average for similar facility</b>	0.35	0.79

# Improvements in Progress

- Standard paved shoulders from Just south of Last Mile Road to just North of Road to Manning. EA 1J270



# Proposed Improvements (approximately 150 additional signs)



BEGINNING OF THESE CENTERLINE STRIPING DETAILS

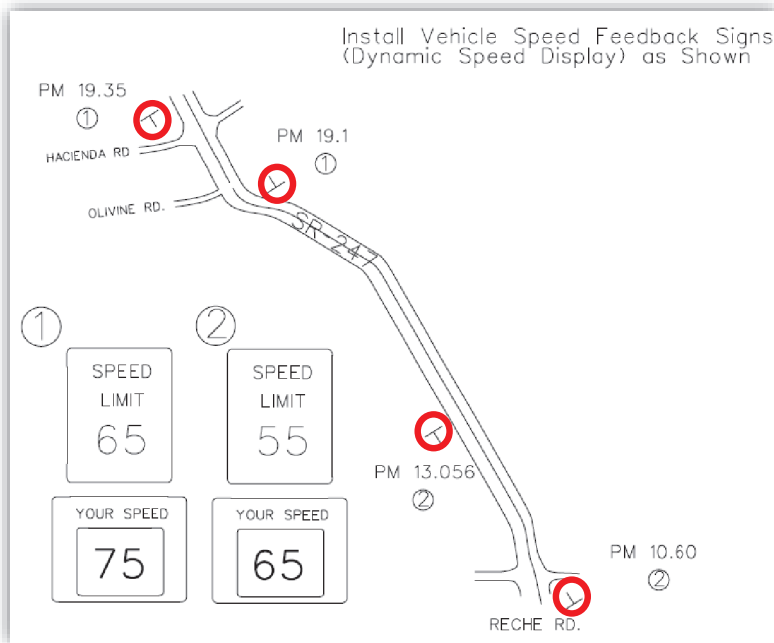


# Proposed Improvements (approximately 150 additional signs)



INSTALL R4-2 AT THE BEGINNING OF THESE CENTERLINE STRIPING DETAILS

# Proposed Improvements (Speed Feedback Signs)



Thank you!

Questions?

# ADDITIONAL INFORMATION

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2024**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Paul Cook</b> Board of Supervisors	X	X	X	X								
<b>Jesse Armendarez</b> Board of Supervisors	X	X	X	X								
<b>Dawn Rowe</b> Board of Supervisors	X	X	X	X	X							
<b>Curt Hagman</b> Board of Supervisors		X	X	X	X							
<b>Joe Baca, Jr.</b> Board of Supervisors	X	X	X	X	X							
<b>Daniel Ramos</b> City of Adelanto	X	X	X	X	X							
<b>Art Bishop</b> Town of Apple Valley	X	X	X	X	X							
<b>Carmen Hernandez</b> City of Barstow	*	X	X	X								
<b>Rick Herrick</b> City of Big Bear Lake		X	*	X	X							
<b>Eunice Ulloa</b> City of Chino	X	X	X	X	X							
<b>Ray Marquez</b> City of Chino Hills	X	X	X	X	X							
<b>Frank Navarro</b> City of Colton	X	X	X	X								
<b>Acquanetta Warren</b> City of Fontana	X	X	X	X								
<b>Sylvia Robles</b> City of Grand Terrace	X	X	*									
<b>Bill Hussey</b> City of Grand Terrace				X	X							
<b>Rebekah Swanson</b> City of Hesperia	X	X	X		X							

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2024**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	*	X	X	X							
<b>Bhavin Jindal</b> City of Loma Linda	X	X	X	X								
<b>Ron Dailey</b> City of Loma Linda					*							
<b>John Dutrey</b> City of Montclair	X	X	X	X	X							
<b>Janet Jernigan</b> City of Needles		X	X	X								
<b>Alan Wapner</b> City of Ontario	X		X	X	X							
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X	X	X	X							
<b>Paul Barich</b> City of Redlands												
<b>Deborah Robertson</b> City of Rialto				X								
<b>Helen Tran</b> City of San Bernardino		*	X	X								
<b>Joel Klink</b> City of Twentynine Palms	X		X	X	X							
<b>Rudy Zuniga</b> City of Upland	*	X	X	X	X							
<b>Debra Jones</b> City of Victorville	X	X	X	X	X							
<b>Bobby Duncan</b> City of Yucaipa	X	X	X	X	X							
<b>Rick Denison</b> Town of Yucca Valley	X	X	X	X	X							
<b>Catalino Pining</b> Ex-Official Member	X	X	Rebecca Guirado	X	X							

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

**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

# AGENCY REPORTS





REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, April 18, 2024. The following is a summary of the meeting.

### **FYs 2021-24 Work Program RFP for MSRC Programmatic Outreach Services**

For the last several years, the MSRC has retained a consultant to provide programmatic outreach services. The current consultant contract expires December 31, 2024. The MSRC approved the release of a new RFP to solicit proposals for programmatic outreach services from January 2025 through December 2027. The RFP will provide an option clause to allow the MSRC to exercise a contract extension for one additional two-year term for the chosen consultant, as prior contracts have allowed. Any additional funding to accompany the option for additional time will be brought forward to the MSRC and South Coast AQMD Board for consideration. While the RFP does not establish a targeted funding amount, it is anticipated that the most competitive proposals will fall within the \$240,000 to \$300,000 range for the initial three-year period. The RFP proposal period commences May 3, 2024, and closes June 19, 2024. It is anticipated that the MSRC will consider an award at its August 15, 2024 meeting, and the South Coast AQMD Board at its September 6, 2024 meeting.

### **FYs 2021-24 Work Program Close Out**

MSRC staff provided information on agreements involving the Los Angeles County Metropolitan Transportation Authority, Port of Long Beach, and Port of Los Angeles. MSRC granted authorization to initiate the planning process for the next three-year Work Program that will begin on July 1, 2024, valued at more than \$80 million, with a targeted due date of September 2024.

### **Contract Modification Requests**

The MSRC considered two contract modification requests and took the following actions:

1. City of Rancho Cucamonga (Contract #ML18051) to purchase six light-duty ZEVs and install EV charging infrastructure; approval of modified scope and one-year term extension; and

2. SCAG (Contract #MS21005) to implement Last Mile Freight Program; approval to reserve \$1,417,043 for a reallocation request to be considered at a future meeting, on the condition that SCAG submit their request by April 22, 2024.

**Contracts Administrator’s Report**

The MSRC AB 2766 Contracts Administrator’s report provides a written status report on all open contracts from FY 2011-12 to the present.

# COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)  
Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro D. Alexander A. Warren L. Michael R. Marquez R. Denison L. Becerra C. Hagman G. Reyes	A. Warren       G. Reyes	D. Alexander    R. Denison	F. Navarro   L. Michael R. Marquez  L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Bill Hussey Bobby Duncan Helen Tran	Carmen Hernandez Daniel Ramos Art Bishop	John Dutrey

**Communication: Representatives on SCAG Committees (Committee Membership)**

**Rules of Appointment**

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

**Terms of Appointment**

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

**Stipend Summary**

SCAG Regional Council members receive a \$150 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$150 stipend for up to four Policy or Task Force meetings per month.

**Meeting Information**

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

**Policy Committees**

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

**SBCTA/SBCOG Appointments to External Agencies**

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/24
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/25 12/31/24
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Deborah Robertson, Rialto Art Bishop, Apple Valley	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/24 12/31/24 12/31/24
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 12:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/24 12/31/24
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/24 12/31/24

Communication: Appointments to External Agencies (Committee Membership)

**SBCTA/SBCOG Appointments to External Agencies**

Committee	Appointee	Appointing Authority	Purpose	Term
<p>One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority</p>	<p>Deborah Robertson, Rialto</p>	<p>Board of Directors</p>	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4<sup>th</sup> Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	<p>12/31/26</p>
<p>SCAG Policy Committees</p>	<p>See associated table.</p>	<p>The Board has authorized the President to make appointments to SCAG Policy Committees.</p>	<p>SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.</p>	<p>See associated table – Representatives on SCAG Committees</p>
<p>Southern California Regional Rail Authority</p>	<p>Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate</p>	<p>Board of Directors (Recommendation made by the Transit Committee)</p>	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	<p>Indefinite</p>
<p>SR 91 Advisory Committee</p>	<p>Ray Marquez, Chino Hills, Ex-Officio Member</p>	<p>Board of Directors</p>	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	<p>12/31/24</p>
<p>The Sam and Alfreda L. Maloof Foundation for Arts and Crafts</p>	<p>Deborah Robertson, Rialto</p>	<p>Board of Directors</p>	<p>A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.</p>	<p>12/31/24</p>

Communication: Appointments to External Agencies (Committee Membership)

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>General Policy Committee</b>                      Membership consists of the following:                      SBCTA President, Vice President, and Immediate Past President                      4 East Valley (3 City, 1 County)*                      4 West Valley (3 City, 1 County)                      4 Mt/Desert (3 City, 1 County)                      City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.                      Policy Committee and Board Study Session Chairs are members of this policy committee.                      All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives.                      The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p> <p><i>*Note: An exception to Policy 10002 was approved by the Board of Directors on July 5, 2023 to temporarily revise the composition of East Valley to 2 City, 2 County</i></p>	<p>Makes recommendations to Board of Directors and:                      (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;                      (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;                      (3) Serves as policy review committee for any program area that lacks active policy committee oversight.</p> <p>The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.</p> <p>(Brown Act)</p>	<p><u>West Valley</u>                      Ray Marquez, Chino Hills (Chair/Vice President)                      Acquanetta Warren, Fontana                      Alan Wapner, Ontario                      Curt Hagman, Supervisor</p> <p><u>East Valley</u>                      Frank Navarro, Colton                      Larry McCallon, Highland                      Dawn Rowe, Supervisor (Vice Chair/President)                      Joe Baca, Jr., Supervisor (MVSS Chair)</p> <p><u>Mountain/Desert</u>                      Art Bishop, Apple Valley (Past President)                      Debra Jones, Victorville                      Rick Denison, Yucca Valley (TC Chair)                      Paul Cook, Supervisor (MDC Chair)</p> <p>Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.</p>	<p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p> <p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p> <p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p>
<p><b>Transit Committee</b>                      Membership consists of 12 SBCTA Board Members:                      10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (***) members, and 2 Mountain/Desert Board Members.                      SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.                      Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.</p> <p>* SCRRA Primary Member                      ** SCRRA Alternate Member</p> <p>(Brown Act)</p>	<p>Rick Denison, Yucca Valley (Chair)                      John Dutrey, Montclair** (Vice Chair)                      Eunice Ulloa, Chino                      Ray Marquez, Chino Hills**                      Frank Navarro, Colton                      Acquanetta Warren, Fontana                      Larry McCallon, Highland*                      Alan Wapner, Ontario*                      L. Dennis Michael, Rancho Cucamonga                      Bobby Duncan, Yucaipa                      Dawn Rowe, Supervisor                      Joe Baca, Jr., Supervisor</p>	<p>12/31/2024 (6/30/2024)                      Indeterminate (6/30/2024)                      12/31/2024                      Indeterminate                      12/31/2025                      12/31/2025                      Indeterminate                      Indeterminate                      12/31/2025                      12/31/2025                      12/31/2024                      12/31/2024</p>

Communication: Committee Membership (Committee Membership)

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b>                      Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p> <p>(Brown Act)</p>	<p>Paul Cook, Supervisor (Chair)                      Debra Jones, Victorville (Vice Chair)                      Daniel Ramos, Adelanto                      Art Bishop, Apple Valley                      Carmen Hernandez, Barstow                      Rick Herrick, Big Bear Lake                      Rebekah Swanson, Hesperia                      Janet Jernigan, Needles                      Joel Klink, Twentynine Palms                      Rick Denison, Yucca Valley                      Dawn Rowe, Supervisor</p>	<p>Indeterminate (6/30/20                      Indeterminate (6/30/20                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate</p>
<p><b>Legislative Policy Committee</b>                      Membership consists of the following:                      President, Vice-President, Immediate Past President and four Board members appointed by the Board President.</p> <ul style="list-style-type: none"> <li>- 1 East Valley member</li> <li>- 1 West Valley member</li> <li>- 1 Mountain/Desert member</li> <li>- 1 County member</li> </ul> <p>Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.</p>	<p>Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.</p> <p>Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.</p> <p>(Brown Act)</p>	<p>Dawn Rowe, Supervisor (President)                      Ray Marquez, Chino Hills (Vice President)                      Art Bishop, Apple Valley (Past President)                      Larry McCallon, Highland                      Alan Wapner, Ontario                      Rick Denison, Yucca Valley                      Paul Cook, Supervisor</p>	<p>Indeterminate                      Indeterminate                      Indeterminate                      12/31/2024                      12/31/2024                      12/31/2024                      12/31/2024</p>

Communication: Committee Membership (Committee Membership)

<b><u>Policy Committee Meeting Times</u></b>	General Policy Committee Legislative Policy Committee Transit Committee Mountain/Desert Committee	Second Wednesday, 9:00 a.m., SBCTA Office Second Wednesday, 9:30 a.m., SBCTA Office Second Thursday, 9:00 a.m., SBCTA Office Third Friday, 9:30 a.m., Victorville, CA
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### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues                      Refer to SBCTA Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</p> <p>(Brown Act)</p>	<p>Board of Directors                      Joe Baca Jr., Supervisor (Chair)                      Eunic Ulloa, Chino (Vice Chair)</p>	<p>6/30/2024                      6/30/2024</p>



**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority</p> <p>Mountain Transit</p> <p>City of Needles Transit Services</p> <p>Omnitrans</p> <p>Victor Valley Transit Authority</p> <p>County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services</p> <p>Foothill Aids</p> <p>Anthesis</p> <p>Reach Out Morongo Basin</p> <p>Loma Linda University Health</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2027</p> <p>9/30/2026</p> <p>9/30/2026</p> <p>6/30/2025</p> <p>5/31/2024</p>

Communication: Committee Membership (Committee Membership)

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

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> <li>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</li> <li>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</li> <li>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</li> </ul> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A)                      Gerry Newcombe (B)                      Vacant (C)                      Vacant (D)                      Patrick Morris (E)                      Dawn Rowe, Ex-Officio                      Ray Wolfe, Ex-Officio</p>	<p>10/31/2024                      12/31/2024                        03/01/2025</p>

Communication: Committee Membership (Committee Membership)

**SBCTA Ad Hoc Committees**

**The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.**

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Housing Trust Ad Hoc Committee</b></p> <p>On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension of this ad hoc, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension of this ad</p>	<p>To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2024.</p>	<p>Eunice Ulloa, Chino                      Deborah Robertson, Rialto                      Alan Wapner, Ontario                      L. Dennis Michael, Rancho Cucamonga                      Daniel Ramos, Adelanto                      Rick Denison, Yucca Valley                      Curt Hagman, Supervisor</p>

<p>hoc, for a new term ending December 31, 2024.</p>		
<p><b>Transportation Investment Plan Ad Hoc Committee</b>                  On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President. At the Board Workshop on November 30, 2023, the Board approved a 1-year extension of this ad hoc, for a new term ending December 31, 2024</p>	<p>To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2024.</p>	<p>Art Bishop, Apple Valley                  Larry McCallon, Highland                  Alan Wapner, Ontario                  L. Dennis Michael, Rancho Cucamonga                  Joel Klink, Twentynine Palms                  Debra Jones, Victorville                  Bobby Duncan, Yucaipa                  Jesse Armendarez, Supervisor</p>

### SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b>                  Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.</p>	<p>SBCTA’s Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors.</p> <p>The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p><b>City/County Manager’s Technical Advisory Committee (CCM TAC)</b>                  The committee is composed of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SBCTA’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.</p> <p>The CCM TAC is a Brown Act Committee.</p>	<p>Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b>                  Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.</p> <p>The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>
<p><b>Project Development Teams</b></p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>

Communication: Committee Membership (Committee Membership)



## 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