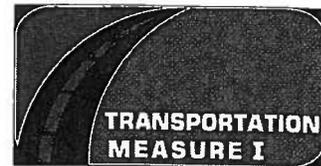




**San Bernardino Associated Governments**  
1170 W. 3<sup>rd</sup> St., 2<sup>nd</sup> Fl., San Bernardino, CA 92410-1715  
Phone: (909) 884-8276 Fax: (909) 885-4407  
Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

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## AGENDA

### *Commuter Rail and Transit Committee Meeting*

**August 16, 2012**

**12:00 p.m.**

#### Location

SANBAG Office  
Super Chief Conference Room  
1170 West 3<sup>rd</sup> St., 2<sup>nd</sup> Fl.  
San Bernardino, CA

### *Commuter Rail and Transit Committee Membership*

#### Chair

Mayor Patrick Morris  
*City of San Bernardino*

Mayor Larry McCallon  
*City of Highland*

#### Vice Chair

Mayor Paul Eaton  
*City of Montclair*

Mayor L. Dennis Michael  
*City of Rancho Cucamonga*

Mayor Peter Aguilar  
*City of Redlands*

Mayor Ray Musser  
*City of Upland*

Mayor Bill Jahn  
*City of Big Bear Lake*

Mayor Richard Riddell  
*City of Yucaipa*

Council Member Mike Leonard  
*City of Hesperia*

Council Member Alan Wapner  
*City of Ontario*

Supervisor Neil Derry  
*County of San Bernardino*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

*The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

*The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

*The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

*The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency**

***Commuter Rail and Transit Committee Meeting***

**August 16, 2012**

**12:00 p.m.**

**Location:** SANBAG Office, 1170 West 3<sup>rd</sup> St., 2<sup>nd</sup> Fl., San Bernardino  
The Super Chief Conference Room

**CALL TO ORDER – 12:00 p.m.**  
(Meeting Chaired by Mayor Patrick Morris)

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Denise Kadlec

**1. Possible Conflict of Interest Issues for the Commuter Rail and Transit Committee Meeting of August 16, 2012**

Pg. 7

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

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by member request.

**Notes/Actions**

2. **Attendance Register** Pg. 10

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

**Discussion Items**

3. **E Street sbX Right-of-Way Acquisition Budget Amendment for Task 0311 for Fiscal Year 2012/2013** Pg. 11

That the Committee recommend the Board approve an amendment to FY2012/2013 budget for task 0311 Transit Capital in the amount of \$2,000,000 funded by Omnitrans for a new task total of \$7,332,307. **Monica Morales**

4. **Mountain Area Regional Transit Authority (MARTA) 2012 Comprehensive Operational Analysis (COA) and Marketing Plan.** Pg. 13

Receive Presentation on MARTA's 2012 COA Final Report from Transit Marketing, LLC. **Nancy Strickert**

5. **Presentation by Valley Transportation Services, Inc.** Pg. 37

That the Committee receive a presentation by Beth Kranda, Chief Executive Officer for Valley Transportation Services, Inc. **Ryan Graham**

6. **Valley Transportation Services, Inc. Five Year Business Plan** Pg. 39

That the Committee recommend the Board approve the Valley Transportation Services, Inc. Five Year Business Plan pursuant to the terms of Contract No. 11174 Section 3(d). **Ryan Graham**

7. **License agreement for use of SANBAG right-of-way at Hellman Avenue with the City of Rancho Cucamonga.** Pg. 81

That the Committee recommend the Board approve Contract No. R13037 with the City of Rancho Cucamonga for construction, maintenance, operation, and repair of a storm drain facility crossing under the railroad tracks contingent upon Southern California Regional Rail Authority construction approval. **Mitch Alderman**

8. CEQA for Downtown San Bernardino Passenger Rail Project Pg. 104  
That the Committee recommend that the Board:

That the Committee recommend that the Board acting as the San Bernardino County Transportation Commission:

1. Adopt Resolution No. 13-004 for the Downtown San Bernardino Passenger Rail Project:
  - A. Certifying the Final Environmental Impact Report (EIR),
  - B. Adopting Findings of Fact and Statement of Overriding Considerations,
  - C. Adopting the Mitigation Monitoring and Reporting Program (MMRP)
2. Approve the Proposed Project as outlined in Section ES.3 Description of Proposed Action/Proposed Project included in the Final EIR and more fully defined below.  
**Ryan Graham**

9. Amendment No. 6 to Contract C10079, Redlands Rail Extension, to HDR Engineering, Inc. for Design Services. Pg. 112

That the Commuter Rail and Transit Committee recommend that the Board:

1. Approve Amendment No. 6 to Contract No. C10079 with HDR Engineering, Inc. for design and environmental clearance services increasing the contract amount by \$2,899,300 for a new not-to-exceed amount of \$31,384,352; and
2. Approve Fiscal Year 2012/2013 budget amendment decreasing Task No. 0377 Commuter Rail Operating in the amount of \$2,590,000 of Local Transportation Fund Rail for a new task total in the amount of \$9,543,858.
3. Approve Fiscal Year 2012/13 budget amendment increasing Task No. 0379 Commuter Rail Capital in the amount of \$2,899,300 funded by recommendation number two decreasing Task No. 0377, Commuter Rail Operating in the amount of \$2,590,000 Local Transportation Fund Rail and \$309,300 of Measure I Valley Metrolink/Rail Service for a new task total of \$28,564,156..
4. Approve Amendment to exercise a one-year option to extend the contract through February 8, 2014. **Mitch Alderman**

**Comments from Committee Members**

**Public Comment**

**ADJOURNMENT**

**Additional Information**

**Acronym List**

Pg. 144

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

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

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Items for Discussion” contain suggested 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 by two-thirds vote of the Board of Directors.

**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 Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may 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. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A “Request to Speak” form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address 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 Chair 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.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

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

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still apply.*

**Disruptive 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 Chair 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 conduct includes 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, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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

**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 Vote as specified in the 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. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**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 maker of the original motion is asked if he would like to amend his 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 not addressed until after a vote on the first motion.
- 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 require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee 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*



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM:   1  

**Date:** August 16, 2012

**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. This agenda contains recommendations for action relative to the following contractors:

| Item No. | Contract No. | Contractor/Agents                               | Subcontractors   |
|----------|--------------|---|--|
| 9        | C10079-6     | HDR Engineering, Inc.<br><i>Robert Kloovsky</i> | Birge Engineering<br>Pacific Rail Ent.<br>David Evans & Assoc.<br>Epic Land Solution<br>Group Delta<br>Gruen<br>Iteris |

\*

|  |  |
|--|--|
|  | <p><i>Approved</i></p> <p><i>Commuter Rail and Transit Committee</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p> |
|--|--|

|     |     |     |      |     |  |  |
|-----|-----|-----|------|-----|--|--|
| COG | CTC | CTA | SAFE | CMA |  |  |
|-----|-----|-----|------|-----|--|--|

*Check all that apply.*

| Item No. | Contract No. | Contractor/Agents                             | Subcontractors   |
|----------|--------------|---|--|
| 9        | C10079-6     | HDR Engineering, Inc.<br><i>Robert Klovsy</i> | Hatch Mott McDonald<br>Hexagon<br>Jones & Stokes<br>Project Design Consultants<br>Westbound Comm.<br>2r Drilling<br>Counts Unlimited<br>Cambridge Systematics, Inc.<br>PAC Engineering |

**Financial Impact:** This item has no direct impact on the budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

**COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2011**

| Name  | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|
| <b>Patrick Morris</b><br>City of San Bernardino                             | X   | C   | X     | X     | X   | X    | X    | X   | X    | C   | X   | X   |
| <b>Paul Eaton</b><br>City of Montclair                                      | X   | A   |       | X     | X   | X    | X    | X   | X    | A   | X   | X   |
| <b>Neil Derry</b><br>County of San Bernardino<br>(Self Suspension 5/3/2011) | X   | N   |       |       |     |      |      |     |      | N   |     |     |
| <b>Peter Aguilar</b><br>City of Redlands                                    | X   |     |       |       |     |      |      | X   | X    | C   |     | X   |
| <b>Bill Jahn</b><br>City of Big Bear Lake                                   | X   | C   | X     | X     | X   | X    | X    | X   | X    | E   |     | X   |
| <b>Mike Leonard</b><br>City of Hesperia                                     |     | E   | X     | X     |     | X    |      |     |      | L   | X   | X   |
| <b>Larry McCallon</b><br>City of Highland                                   |     | L   | X     | X     | X   | X    |      |     | X    | L   | X   | X   |
| <b>L. Dennis Michael</b><br>City of Rancho Cucamonga                        |     |     |       |       |     |      |      | X   |      | E   |     |     |
| <b>Ray Musser</b><br>City of Upland   |     |     |       |       |     |      | X    | X   | X    | D   | X   | X   |
| <b>Richard Riddell</b><br>City of Yucaipa                                   | X   | E   | X     |       | X   | X    | X    | X   | X    |     | X   | X   |
| <b>Alan Wapner</b><br>City of Ontario                                       |     | D   | X     |       | X   | X    |      | X   | X    |     |     | X   |

X = Member attended meeting.      Empty box = Member did not attend meeting.      Crossed out box = Not a member at the time.

**COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2012**

| Name  | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|
| <b>Patrick Morris</b><br>City of San Bernardino                             |     | X   | X     | X     | X   | X    | X    |     |      |     |     |     |
| <b>Paul Eaton</b><br>City of Montclair                                      |     | X   |       | X     | X   | X    | X    |     |      |     |     |     |
| <b>Neil Derry</b><br>County of San Bernardino<br>(Self Suspension 5/3/2011) |     |     | X     | X     |     | X    |      |     |      |     |     |     |
| <b>Peter Aguilar</b><br>City of Redlands                                    |     | X   |       |       | X   | X    | X    |     |      |     |     |     |
| <b>Bill Jahn</b><br>City of Big Bear Lake                                   |     |     |       |       | X   | X    |      |     |      |     |     |     |
| <b>Mike Leonard</b><br>City of Hesperia                                     |     |     | X     | X     |     | X    | X    |     |      |     |     |     |
| <b>Larry McCallon</b><br>City of Highland                                   |     | X   | X     | X     | X   | X    |      |     |      |     |     |     |
| <b>L. Dennis Michael</b><br>City of Rancho Cucamonga                        |     | X   | X     | X     | X   | X    |      |     |      |     |     |     |
| <b>Ray Musser</b><br>City of Upland   |     | X   | X     | X     | X   | X    | X    |     |      |     |     |     |
| <b>Richard Riddell</b><br>City of Yucaipa                                   |     | X   | X     |       | X   | X    | X    |     |      |     |     |     |
| <b>Alan Wapner</b><br>City of Ontario                                       |     |     | X     | X     | X   | X    |      |     |      |     |     |     |

X = Member attended meeting.      Empty box = Member did not attend meeting.      Crossed out box = Not a member at the time.



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM:   3  

**Date:** August 16, 2012

**Subject:** E Street sbX Right-of-Way Acquisition Budget Amendment for Task 0311 for Fiscal Year 2012/2013

**Recommendation:\*** That the Committee recommend the Board approve an amendment to FY2012/2013 budget for task 0311 Transit Capital in the amount of \$2,000,000 funded by Omnitrans for a new task total of \$7,332,307.

**Background:** SANBAG, acting as the County Transportation Commission, has been acquiring the necessary right-of-way for the E Street sbX under Contract No. 10263 with Omnitrans. SANBAG is authorized to acquire property by eminent domain pursuant to Public Utilities Code 130220.5.

Possession and use for all of the property in the corridor has been acquired and the remaining land acquisition matters remaining involve the valuation of the property and compensation of the property owners from which the land interests have been acquired. As of July 2012 Board of Directors meeting there were still 25 parcels grouped into nine cases of pending litigation. Further, SANBAG may be getting close to negotiated settlements with one or more of these property owners. Because of the courts schedule, it is difficult to project exactly when all of these legal matters will be resolved should all of the cases proceed to trial, and even then, the final right-of-way cost will not be known until after construction has been finished and any construction related business impacts have been addressed.

\*

*Approved*  
 Commuter Rail and Transit Committee

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

Moved:                      Second:

In Favor:            Opposed:            Abstained:

Witnessed: \_\_\_\_\_

|     |  |     |   |     |   |      |  |     |  |
|-----|--|-----|---|-----|---|------|--|-----|--|
| COG |  | CTC | X | CTA | X | SAFE |  | CMA |  |
|-----|--|-----|---|-----|---|------|--|-----|--|

*Check all that apply.*

However, staff estimates settlements to be complete for most, if not all, of the remaining properties during this current fiscal year. The reason for this budget amendment is that staff did not budget the remainder of the right-of-way capital budget remaining from FY11/12 in the FY12/13 Budget year. Approval of this budget amendment would provide the balance of funding existing under Contract No. 10263 for potential settlements on the remaining parcels. Further, the budget amendment is funded by a Local Projects Fund, which is funded by Omnitrans. All costs SANBAG incurs on behalf of Omnitrans in connection with the sbX right-of-way acquisition have been funded to-date through this contract.

Upon completion of the project, SANBAG will transfer the property acquired for the project to the appropriate local jurisdiction.

**Financial Impact:** This item is not consistent with the fiscal year 2012/2013 budget. A budget amendment to Fiscal Year 2012/2013 for Task No. 0311 Transit Capital in the amount of \$2,000,000 funded by Omnitrans for a new task total of \$7,332,307. SANBAG's remaining receivable contract authority associated with this proposed budget amendment comes from Contract C10263 with Omnitrans.

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

**Responsible Staff:** Ryan Graham, Transit Analyst



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM:   4  

**Date:** August 16, 2012

**Subject:** Mountain Area Regional Transit Authority (MARTA) 2012 Comprehensive Operational Analysis (COA) and Marketing Plan.

**Recommendation:\*** Receive Presentation on MARTA's 2012 COA Final Report from Transit Marketing, LLC

**Background:** On April 6, 2011, SANBAG awarded a contract to Transit Marketing, LLC for the completion of MARTA's COA and Marketing Plan. There were nine tasks for this project:

- Task 1: Existing Conditions
- Task 2: Financial Analysis
- Task 3: Service Policies Review
- Task 4: Public Outreach
- Task 5: Summary of Finding's
- Task 6: Identify Service Alternatives
- Task 7: Formulate Marketing Strategies
- Task 8: Public Comment/MARTA Board Workshop
- Task 9: Action Plan

Transit Marketing, LLC is scheduled to make a presentation to the Commuter Rail and Transit Committee on August 16, 2012. The presentation to be made by

*Approved*  
 Commuter Rail and Transit Committee

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

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

|     |  |     |   |     |   |      |  |     |  |
|-----|--|-----|---|-----|---|------|--|-----|--|
| COG |  | CTC | X | CTA | X | SAFE |  | CMA |  |
|-----|--|-----|---|-----|---|------|--|-----|--|

*Check all that apply.*

CRTC1208a-ns  
 Attachment: CRTC1208a1-ns

TM will include consideration of all task work elements (Attachment A – Executive Summary). However, the primary emphasis will be on the lessons learned during the COA process and its recommendations for MARTA through its service delivery, capital improvement, and marketing programs.

**Financial Impact:** This item is informational and has no direct impact on the adopted budget. All staff activities and assistance provided to MARTA and their consultants Transit Marketing, LLC are consistent with the adopted FY 2012/2013 Budget.

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

**Responsible Staff:** Nancy Strickert, Transit Analyst

# 2012-16 Short Range Transit Plan

## Volume I FINAL



for  
Mountain Area  
Regional Transit  
Authority

## Short Range Transit Plan

Prepared by:

TRANSIT  marketing  
LLC

 *mobility*  
PLANNERS

May 2012

# Table of Contents

## Volume I

|                                      |               |
|--------------------------------------|---------------|
| Executive Summary of Recommendations | ES-1 to ES-19 |
| Chapter 1: Introduction              | 1-1 to 1-4    |
| Chapter 2: Transit Needs             | 2-1 to 2-17   |
| Chapter 3: Performance Standards     | 3-1 to 3-5    |
| Chapter 4: Off the Mountain          | 4-1 to 4-7    |
| Chapter 5: Big Bear Valley           | 5-1 to 5-26   |
| Chapter 6: RIM Area                  | 6-1 to 6-11   |
| Chapter 7: Operating Financial Plan  | 7-1 to 7-24   |
| Chapter 8: Capital Plan              | 8-1 to 8-11   |
| Chapter 9: Action Plan               | 9-1 to 9-4    |

## Volume II

|                |               |
|----------------|---------------|
| Marketing Plan | MP-1 to MP-28 |
|----------------|---------------|

## Executive Summary of Recommendations

This is both a Comprehensive Operations Analysis and Short Range Transit Plan. The Comprehensive Operations Analysis accomplishes the following:

- Evaluates the performance of individual routes and systemwide operations.
- Evaluates schedule adherence of individual routes.
- Provides information on boardings and alightings by route and stop.
- Provides recommendations on operational improvements.

The Short Range Transit Plan (S RTP) incorporates the above information as important inputs to the five-year planning process. The Short Range Transit process:

- Provides opportunities for public input into the future of public transportation services throughout the MARTA service area.
- Establishes performance standards.
- Conducts market research to determine who is currently riding MARTA buses, how satisfied they are with the services provided, and priorities for improvements.
- Provides service plan and fare recommendations.
- Develops a comprehensive marketing plan for communicating MARTA services (Volume II of the S RTP).
- Establishes a detailed operating and capital financial plan based on two financial scenarios.

This Summary of Recommendations includes service strategies presented in Chapters 4 through 8 of this volume and the key marketing recommendations from the Marketing Plan, Volume II of the S RTP.

### **RIM Off the Mountain**

The RIM area Off the Mountain service provides four trips each day down the hill and up the hill between Lake Arrowhead and San Bernardino. On the RIM, stops are provided at Lake Arrowhead, Blue Jay, RIM Forest, Goodwin's Market in Crestline and Top Town. Down the hill stops are at Waterman & 40<sup>th</sup>, Metrolink, Greyhound, 2<sup>nd</sup> & G St., E & Court St., and the Transit Mall. Service is provided to Highland & Waterman upon request. Service is operated Monday to Saturday. On Saturdays there are two trips down the hill and two trips up the hill.

### **Fare Adjustments**

The most significant Off the Mountain recommendation is for a change in the fare structure. It is currently \$2.50 from Top Town to San Bernardino, but it's \$5.00 from Crestline to San Bernardino. There is a need to change the fare structure to make it more equitable. It's only a mile from Goodwin's in Crestline to Top Town. A second issue with the fares is understandability. This was a common theme of the stakeholder interviews. The MARTA supervisor in Crestline had to draw in the boundaries for the consulting team, as the zones for the RIM could not be read in the route guide. There is significant opportunity for better communication of the zones. The final rationale for changing the fare structure is the affordability for MARTA

users. There is significant poverty throughout the MARTA service area and the February 2010 fare increases diminished ridership and did not increase the average fare per passenger.

The first fare recommendation is to reduce the number of fare zones by one and use the same zones for both OTM and local services. All down the hill stops in the San Bernardino area would be located in Zone 4 for both the RIM and Big Bear Valley Off the Mountain service. There would be three fare zones in the RIM area, two of which are served by the RIM OTM. One zone would include VOE, Top Town and Crestline. A second zone would include Twin Peaks, Rim Forest, Blue Jay, Lake Arrowhead Village and the hospital area.

The fare for the single zone that includes VOE, Top Town and Crestline would be \$4.00 for the one-way trip to San Bernardino. This is a reduction in fare for trips from Crestline and VOE, but an increase for trips from Top Town. The trip from Rim Forest and Lake Arrowhead Village would be \$5.00, a reduction from the current \$7.50. Half-fare discounts would remain for seniors and the disabled.

The third recommendation is that new fare media would be introduced. Both a 2-zone and a 3-zone weekly pass will be sold for \$28 and \$35 respectively for the general public, with half-fare passes for seniors and the disabled. 10-ride tickets would also be sold and would offer a 10% discount. A two zone 10-ride ticket would sell for \$36 and a 3-zone 10-ride ticket for \$45.

### **Minor Tweaks to Schedule for Better Connections to Metrolink**

Overall, the RIM Off the Mountain (OTM) schedule is working quite well. However, the existing RIM OTM bus is scheduled to arrive at Metrolink at 9:34 am while the train leaves for Los Angeles at 9:40 am. This is not sufficient time for a transfer. There is a need to adjust the schedule by ten minutes to enable the MARTA bus to arrive 15-20 minutes before the Metrolink train leaves. On Saturdays, the train leaves at 9:55 am so the existing schedule is fine. While there is sometimes a 45-minute wait, the other OTM schedules are reasonable for the Metrolink connections in both directions.

As a general rule of thumb, MARTA should have a schedule such that the MARTA bus is scheduled to arrive a minimum of 20 minutes before the train departure.

### **The MARTA Stop at the Metrolink Station is not Visible**

This recommendation is the same for both the RIM Off the Mountain and Big Bear Off the Mountain services. MARTA buses currently stop before the main platform because taxis block access after train arrivals. This presents a problem in that new passengers don't know where to wait (this is not the signed stop) and passengers have been left behind, sometimes requiring the bus to return to the station to pick them up. To ensure that no passengers are left behind, a new routing through the parking lot is recommended, with a stop that ensures that passenger can see the bus, while still avoiding the taxi congestion.

## **Big Bear Off the Mountain**

The recommendations presented above for scheduling policies and circulation at the Metrolink station are the same for Big Bear Off the Mountain services.

### **Fare Adjustments**

The Big Bear Off the Mountain route has the same fare inequities as the Rim Off the Mountain service. The trip from Running Springs to San Bernardino is \$2.50, but it's \$5.00 for the general public from Arrowbear, which is just about a mile from Running Springs.

Similar to the RIM Off the Mountain service, the recommendation is to reduce the number of zones by one. All of the Big Bear Lake area, including Fawnskin, is included in Zone 1. Zone 2 includes Snow Valley. Zone 3 includes Running Springs and Arrowbear. All San Bernardino area stops are in Zone 4.

A trip between Big Bear Lake and San Bernardino would remain at \$10.00 for the general fare and \$5.00 for seniors and the disabled. A trip between Arrowbear and San Bernardino currently costs \$5.00 and the trip between Running Springs and San Bernardino currently costs \$2.50. Under the alternative fare structure, the trip from both Arrowbear and Running Springs would be \$5.00 for the general fare and \$2.50 for the senior/disabled fare.

The third fare adjustment recommendation expands the choice of multi-ride tickets and passes to include 10-ride or weekly passes for the various numbers of zones. In this recommendation, a regular commuter on the Off the Mountain service would pay \$70 per week for a 4-zone pass to travel from Big Bear Lake to San Bernardino. (A 10-ride ticket for riding five days per week is currently \$90 per person.) A rider could travel between Big Bear and Fawnskin for a 1-zone weekly pass at \$17.50 for the week. A 10-ride ticket would be \$22.50 as it currently exists today for the general public.

### **New Stop Location in Running Springs for Off the Mountain Service**

The schedule for Off the Mountain service simply identifies the stop in Running Springs as "Running Springs" with no indication of the bus stop location. The only signed bus stop is on Hilltop Blvd., but no additional information is provided (such as where to catch the bus in the other direction). The westbound bus stop is at Lloyds, quite a distance away. The stops need to be better aligned and signed with passenger information available.

Given the distance between existing bus stops in Running Springs for the Off the Mountain service, and the lack of good pedestrian access, it is recommended to have a pair of bus stops with the uphill stop at Dutch Plaza and the downhill stop across the street, on the nearside corner of Hilltop Blvd. and Palo Alto Way. Having bus stops across from each other is standard for transit stops and is easily understood by the riding public, including occasional riders. Information panels should be provided at each of the bus stops. This location provides safe pedestrian access to both the uphill and downhill bus stops.

## **Service to Victorville**

During the outreach phase of this project, social service stakeholders in the Big Bear area reported that most court services for the Big Bear area have been moved to Victorville (courts for RIM area residents are in San Bernardino). Getting to hearings for restraining orders, custody hearings, drug court and other types of hearings is almost impossible for individuals without cars. Individuals must be at court by 8 am, and paperwork at the court is typically issued after lunch, around 2 pm.

Between July 1, 2003 and June 30, 2004, MARTA operated fixed route service to Victorville three days a week on Tuesday, Thursdays and Saturdays, with one trip in the morning and one trip in the afternoon. The fare was \$5.00 one way. Unfortunately, ridership for the entire year was just 356 passengers, which is equivalent to 2.3 passengers per day of service. Due to low ridership, the route was discontinued.

Five alternatives were explored in the SRTP, including both traditional and non-traditional means for serving transit dependent individuals between Big Bear and Victorville. It is recommended that MARTA budget \$10,000 in FY 2012 for a Travel Reimbursement Escort Program (TREP) project in partnership with DOVE. If demonstrated demand exceeds five daily passengers, then consider applying for an FTA 5311 (f) grant in FY 2013/14 for fixed route service.

## **Big Bear Local Routes**

There are two local fixed routes that serve the Big Bear Valley:

Route 1 provides 12 eastbound and 12 westbound trips between Boulder Bay and Erwin Lake. Service is provided every hour, with operating hours between 6:15 am and 6:30 pm on weekdays and Saturdays. On Sundays, service is provided from 8:15 am to 6:30 pm.

Route 1A provides 6 runs eastbound and 6 runs westbound from 10:00 am to 4:00 pm. Service is provided weekdays only. The service starts at Mountain Meadows and runs on the same route as Route 1 between the Village and the terminus loop along Greenway, North Shore Drive, and Paradise (Gold Mountain).

## **Add an Extra Bus to the Schedule on Schedule Adherence Problem Days**

The Big Bear area schedule seems to work well on most days; however, it is severely impacted by snow in winter and heavy tourist traffic on Summer weekends. Ridecheck data for afternoons on both survey dates reflects this problem, which was initially identified by passengers and stakeholders. Riders told the SRTP consulting team that they ride much less frequently when it snows because there is "essentially no schedule" and you have to stand out in the cold.

In order to provide more reliable service, an extra bus would be added to the Route 1 schedule on the approximately 60 annual days where schedule adherence is a severe problem. This could be done strategically, so that on busy Friday afternoons, the extra bus is only included for 4-5 hours in the afternoon. On winter snow days, the extra bus may not be required to operate the entire day, but could be required to operate 10 hours on particularly bad days. The recommended action would provide 360 additional annual revenue hours at a marginal cost of \$19,370.

### **Improve the Bus Stop in Front of Stater Brothers Parking Lot**

While the current Stater Brothers stop in the safety zone is very convenient for passengers, there is constant pedestrian traffic in front of and behind the bus, causing a significant potential hazard. When the consulting team rode the bus, the driver was very cautious but there were several pedestrians crossing in front of the bus as it was pulling out, including several parents with small children. In the winter, drivers report snow berms that make the circulation even more problematic.

The recommendation would be to upgrade the existing stop when the Stater Brothers Store is remodeled. Since there are current plans to remodel Stater Brothers, including the removal of the breezeway, a more comprehensive bus stop plan could be developed as part of the remodel plan.

### **Provide Service to The Crossings at Big Bear Lake**

"The Crossings at Big Bear Lake," located on Knickerbocker Road just south of Pennsylvania Avenue, is a state-of-the-art family apartment community consisting of 28 two-bedroom and 14 three-bedroom units. It is recommended that The Crossings be served on Route 1A in conjunction with the Mountain Meadows Senior Housing. The schedule and route would need to be modified. If Route 1A started at The Crossings, it could then be routed on Knickerbocker Rd., left on Village, then left on Pine Knot Blvd to Mountain Meadows where it would continue on the existing routing. A new bus stop should be located at the stairway access to Knickerbocker Rd.

### **Add Route 1A Stop at Senior Center Front Door in the Eastbound Direction Only**

When this project began, Route 1A only had stops on Big Bear Blvd. In the eastbound direction, the stop is at the entrance to the Senior Center driveway, which is a substantial walk up the driveway to the front door of the Senior Center. In the westbound direction, the stop is located 1/8 mile east of the Senior Center, requiring a very long walk with no sidewalk to the Senior Center. The westbound stop is not only too long of a walk for most seniors, but presents a safety dilemma and is not utilized by seniors returning from the Senior Center. In fact, seniors have learned to take the eastbound bus and circulate to the end of the run. During the SRTP planning process, Route 1A has been allowed to drive up the driveway and stop at the Senior Center on a request basis. At present, there is little utilization of the on-demand stop.

The recommendation is to have the Route 1A bus circulate into the Senior Center on each trip in the eastbound direction and turn around and make a stop at the front door of the Senior Center.

### **Introduce New Fare Media for Big Bear Valley Local Routes**

It is recommended that MARTA keep the local fare in Big Bear Lake at \$1.50. A new day pass would be introduced for \$4.00 for the general public and \$2.00 for seniors and the disabled. This would provide unlimited travel on local MARTA routes on the day the day pass is issued.

A new weekly pass would be issued for 7 days of travel from the day issued for \$20.00 for the general public and \$10.00 for seniors and the disabled. Passengers could use MARTA on an unlimited basis for the 7-day period.

The 10-ride punch ticket would remain at \$13.50 for the general public and \$6.75 for seniors and disabled individuals.

### **Big Bear Valley Dial-A-Ride (DAR)**

The annual cost for the Big Bear Valley DAR was \$340,200 in FY 2010/11. The service provided 8,236 annual trips at a cost of \$41.31 per trip. Even with a significant fare increase (the average fare increased from \$1.99 in FY 2009/10 to \$3.23 in FY 2010/11), due to a drop in ridership and productivity, farebox recovery only increased to 7.8%. Productivity as measured in passengers per hour has declined from 2.8 passengers per hour in FY 2008-09 to 2.1 passengers per hour in FY 2010/11, after the fare increase.

Four recommendations are made to improve Big Bear Valley Dial-A-Ride.

#### **Reduce Service Area to be Manageable with One Vehicle**

The current Dial-A-Ride service area includes Fawnskin and all of the Baldwin Lake and Erwin Lake areas. This is far too large of an area to serve with one vehicle, and is one of the reasons for low productivity.

The Off the Mountain route is not required to have ADA Complementary Paratransit service as it is considered an intercommunity route that is exempt from ADA requirements. Therefore, there is no requirement to serve Fawnskin with Dial-A-Ride service, although this does provide local mobility for residents.

If MARTA were to limit the Dial-A-Ride boundaries to within  $\frac{3}{4}$  miles of Routes 1 and 1A, it would vastly shrink the Dial-A-Ride service area, but would still remain a large area to serve with one vehicle. This is the recommended policy.

#### **Require Dial-A-Ride Reservations the Previous Day**

If the service area were reduced as recommended above, it would allow the dispatcher to group trips in a more efficient manner. For passengers who not ADA eligible, the dispatcher could provide a call back to negotiate pick up and drop off times with passengers to ensure higher productivity levels. It is important to note that Dial-A-Ride is not meant to be a taxi service and shared rides with two or three other passengers should be the norm and not the exception. It is recommended that Dial-A-Ride trips require next day reservations to guarantee a trip. An individual should be able to make a reservation up to 14 days in advance. Same day reservations could still be made, but would be on a space available basis and would not be guaranteed. Dispatchers would only accept same-day trips if it would help to increase productivity and farebox revenue for the day. The objective is to increase the productivity and farebox recovery of Dial-A-Ride trips.

### **Provide Travel Training to Seniors and Disabled Individuals to Utilize Fixed Route Service**

Travel training, often with peers, can show seniors and disabled persons the benefits and ease of utilizing fixed route service instead of Dial-A-Ride service for trips they need to make.

### **Utilize the Local Taxi Service During Low Demand Periods and Peak Demand Periods**

Dial-A-Ride demand is highest on the first five days of the month and a single bus cannot keep up with demand. Other systems around the United States utilize taxi services to supplement Dial-A-Ride operations to both meet peak demand as well as provide service during low demand periods.

MARTA is currently paying a driver the entire time that Dial-A-Ride is available for service. Except for Dial-A-Ride trips to meet the Off the Mountain bus, most Dial-A-Ride trips take place between 9 am and 4 pm in most systems on Monday to Friday. The recommended action is to utilize Big Bear Cab to help supplement the peak demand period and during low demand periods when ADA Paratransit is required.

It is recommended that MARTA apply for an FTA 5317 grant to provide implementation planning assistance and then to fund the costs of expanded ADA Paratransit service when MARTA is not operating.

### **RIM Local Routes**

Route 2 provides 9 trips eastbound and 8 trips westbound among VOE, Top Town, Crestline, Twin Peaks, RIM of the World, Blue Jay and Lake Arrowhead Village. Service is provided Monday through Friday from 6:15 am to 5:45 pm. There is a midday gap in service between 10:45 am and 2:15 pm eastbound and between 11:15 am and 12:50 pm westbound. One run a day serves Cedar Pines in the eastbound direction, by request on the last run of the day. Timed transfers are available to Route 4 upon request.

Route 4 provides 8 trips eastbound and 9 trips westbound among Mountain Community Hospital, Lake Arrowhead Village, Sky Forest, and Running Springs. Service is provided from 7:30 am to 6:02 pm Monday through Friday. A midday gap in service exists between 12:25 pm and 3:00 pm eastbound and from 12:50 pm and 2:30 pm westbound. Transfers to Route 2 are available upon request.

### **Bolster Route 2 with 60 Minute Service All Day Until 7 pm and Consolidate Route 4 and DAR Resources into a Deviated Fixed Route**

This is the recommended service alignment if and when sufficient funding is available to implement it. In March 2012, MARTA submitted an FTA 5316 grant application to Caltrans in order to provide the additional funding. The grant is designed to make the service more attractive to existing and potential workers who need public transportation. The grant application would provide funding to close the existing gap in the middle of the day on Route 2 and extend the hours to 7:15 pm. Frequencies every 60 minutes all day long would be provided. This would require an additional 1,100 annual vehicle service hours at a marginal cost of \$55,687.

Route 4 would operate as a deviated fixed route along its current entire length every two hours, allowing for route deviation for ADA eligible individuals within  $\frac{3}{4}$  mile of the route on a guaranteed basis. Service would be extended to Arrowbear. In a route deviation service, the bus deviates from the route to pick up and drop off passengers, but also serves all scheduled stops. According to MARTA staff, there are three existing DAR hours that are provided in the Running Springs area that would be utilized in the route deviation service. Because of the route deviations, service at scheduled stops would be provided every two hours and scheduled timed transfers would be made at Lake Arrowhead Village every two hours. The grant application would extend the span of service in the evening hours to 7:05 pm requiring an additional 191 annual vehicle service hours or a cost of \$7,777.

The grant funding would last for three years and the operating assistance is adjusted for inflation. Service would be continued as a first priority, assuming that Transportation Development Act monies continue to increase to satisfactory levels. This is discussed in more detail in Chapter 7.

The advantage of this recommended service is that it provides hourly service on Route 2 which has demonstrated more ridership demand than Route 4. It eliminates the midday gaps and provides opportunities for employment at Lake Arrowhead Village. It also extends service to Arrowbear.

### **Provide Ninety Minute Frequencies on Routes 2 and 4 All Day Long**

This is the back-up alternative if the FTA 5316 grant application is not successful. It utilizes existing vehicle revenue hours.

In this alternative, Route 2 service would be provided all day long every 90 minutes. Route 4 would be extended to Arrowbear and would also operate every 90 minutes. Transfers between Routes 2 and 4 would occur every 90 minutes at Lake Arrowhead Village.

The advantage of this back-up alternative is that it provides all day service, without a break in the middle of the day. It also provides an extension of Route 4 to Arrowbear. Finally, it provides more running time to Route 2, which currently has problems with schedule adherence. The disadvantage is that it reduces service levels from every 60 minutes to every 90 minutes during the morning and afternoon.

### **RIM Dial-A-Ride**

In the Crestline, Lake Arrowhead, and Running Springs areas, there is Dial-A-Ride service available from 7:00 am to 6:00 pm. Appointments for Dial-A-Ride service can be made up to two hours in advance, but advance reservations of 24 hours are preferred.

Service to Green Valley is available on Tuesdays and Thursdays, with service available for first pick-up at 9:45 am. A 24 hour advance reservation is required. Passengers can transfer to Route 4 in Running Springs or to the Big Bear Off the Mountain Route for an additional fare.

Saturday Dial-A-Ride service is available from 9:00 am to 5:00 pm in the Crestline Area and from 10:00 am to 4:00 pm in the Lake Arrowhead area. No weekend service is available in the Running Springs or Green Valley areas.

In FY 2010-11, RIM Dial-A-Ride services cost \$414,802. Ridership and productivity have decreased since FY 2007-08. Ridership has dropped from 20,818 in FY 2007/08 to 9,327 in FY 2010-11. Productivity has also dropped from 2.9 passengers to 2.0 passengers per hour. The subsidy per passenger was \$41.89 in FY 2010-11. The following recommendations are made to improve DAR service in the RIM area.

### **Transition to Route Deviation Service from Lake Arrowhead Village to Arrowbear**

The preferred alternative from Lake Arrowhead Village to Arrowbear along the Route 4 corridor is route deviation service, with service frequencies every two hours. This will eliminate the requirement for ADA Paratransit service between Lake Arrowhead Village and Arrowbear. ADA eligible passengers living within  $\frac{3}{4}$  mile of Route 4 would be guaranteed a ride if the request is made the day before or up to 14 days in advance. Requests for the general public who are not ADA Paratransit eligible would only be accommodated on a space available basis. Outside of the  $\frac{3}{4}$  mile boundaries, for both ADA Paratransit registered participants and the general public, requests would be accommodated based on space availability and the need to keep on schedule for transfers at Lake Arrowhead Village every two hours. If an ADA eligible person lives beyond  $\frac{3}{4}$  mile of Route 4, this may require that some trip requests be accommodated at another time of the day or even the next day. Only trips within  $\frac{3}{4}$  mile of Route 4 for ADA eligible persons would be guaranteed upon request.

### **Discontinue Dial-A-Ride to Green Valley**

With the route deviation service and no dedicated Dial-A-Ride buses in the Running Springs area, it is recommended that DAR service to Green Valley be discontinued. There is evidently only one person who occasionally utilizes the service. In FY 2010/11, there was a total annual ridership of just 49 passenger trips for the entire year.

Along the Route 2 corridor ADA Paratransit service is required within  $\frac{3}{4}$  mile of the route. ADA Paratransit registered individuals would be able to make next day reservations or reservations up to 14 days in advance up to one hour on each side of the requested reservation time. All other trip requests from the general public within  $\frac{3}{4}$  mile of Route 2 and all requests beyond  $\frac{3}{4}$  mile would be on a space available basis and whether the trip can be grouped with another trip request. All trip requests from non-ADA eligible persons and ADA Paratransit eligible persons beyond  $\frac{3}{4}$  mile from Route 2 will be accommodated if the dispatcher can effectively group trips to improve productivity and meet farebox recovery performance standards. This will require negotiation between the dispatcher and the passenger for pick-up and drop-off times for individuals who are not ADA eligible.

There is currently no taxi service in the RIM area. In Chapter 5, a feasibility study is recommended for a subsidized taxi voucher program with the only taxi company in the Big Bear area. One potential issue to explore in the work scope of the feasibility study is whether or not the Big Bear Cab Company would be willing to station a taxi in the Crestline area to provide supplemental taxi service. MARTA could potentially

purchase and lease an accessible taxi vehicle to the taxi company so that wheelchairs could be accommodated.

A taxi voucher program in the RIM area would have the same benefits as in the Big Bear area. Participants would have more flexibility in scheduling trips and would be able to make trips in the later evening and weekend which is currently not possible. This would be especially beneficial to the individuals who live beyond ¼ mile of both Routes 2 and 4.

It is recommended that the RIM area be included in the taxi feasibility study. An FTA 5317 grant application to fund the feasibility study would be applied for in FY 2012/13.

## Marketing Recommendations

The Marketing Plan, Volume II of the SRTP, provides a set of detailed marketing strategies recommended for implementation in conjunction with the service plan. The plan focuses on increasing utilization of MARTA's transit services among a broad base of potential users. Specifically, the strategies address four marketing objectives:

- Increase visibility and awareness of the transit system and services
- Enhance ease of use of transit services
- Build relationships with gatekeepers for key ridership markets
- Promote trial and repeat ridership among potential ridership segments

The structure of the marketing plan is illustrated in the graphic at the right.



## Increase Visibility and Awareness of the Transit System and Services

Buses and bus stops are a transit system's most visible marketing tools. They are seen by thousands of people every day and can either be a highly effective awareness-building tool or essentially invisible. This section will address strategies for enhancing visibility and awareness through branding and signage strategies which, once implemented, have long term communications value.

### Branding

MARTA's current branding is very subdued. Buses and bus stops tend to blend in and thus do little to promote visibility of the system. In addition, the MARTA logo does not clearly identify the nature of the service. At a glance it could easily be the name of a business or social service agency operating in the mountain region, rather than a public transit service.

Two branding strategies are recommended for increasing MARTA's visibility. It is anticipated that these would be implemented in combination.

■ **Bolder Colors for Signs and Buses**

The first recommendation is simply to increase visibility by changing the base color of the buses and bus stop signs to a bolder, more visible color that will stand out against the summer and winter landscapes.

■ **New Name and Logo**

Changing the color alone would increase the visibility of the MARTA buses; however the simultaneous implementation of a new logo and/or name would increase the attention value of the change and enhance the identification of MARTA's services as public transit. To retain the geographic identification with the service area while increasing the identification of the service as public transit, the name *Mountain Transit* is suggested. If it is considered beneficial to retain a connection to the MARTA name and identity, services might be initially branded as *Mountain Transit by MARTA*. Over time, *by MARTA* could be dropped.



### Signage

Bus stop signs serve a variety of purposes. They create awareness among potential riders that transit service is available in a given corridor or to a specific destination. When someone is ready to try transit, they let them know exactly where to catch the bus and provide security that the passenger will be picked up. And finally, they provide a long-term, low-cost means to provide passenger information including phone number, web address, route information and departure times.

Four strategies relating to signage are recommended for MARTA and are detailed in the plan.

- Sign as many designated pick-up points as possible.
- Utilize bold signs with phone, web, and route/destination decals.
- Include changeable panels with maps and schedule information at all major stops.
- Provide enhanced signage and information at transfer centers.



### Enhance Ease of Use of Transit Services

A transit agency's printed passenger guides and website are generally the first step in a new passenger's experience with a transit service. The image presented by these tools and the ease of using them to plan a

trip will color the customer's perceptions and expectations – and often determine whether they actually try riding the bus.

MARTA's passenger guide and website do not provide novice riders with an easy-to-understand introduction to the system. Attracting new riders is critical to MARTA's success; therefore, making the system easier to understand and use is probably MARTA's most important marketing objective.

## **Passenger Guide**

The current passenger guide provides basic route and schedule information for the entire MARTA system in a single guide, and includes "how to ride" information in both English and Spanish. While quite comprehensive, it is difficult to use. It is recommended that MARTA's printed passenger information be redesigned and produced based on the following guidelines:

- Transition to a full-color fold-out format that is more visually attractive and easier to understand at a glance.
- Create separate passenger guides for the Big Bear fixed routes, RIM fixed routes and Dial-A-Ride.

The plan describes in detail the content for each of the guides including color system and detail maps, schedules (with specific bus stop locations), easy to understand fare charts and bilingual information.

## **Website**

New riders to transit are most likely to turn to the internet for travel information – as they do for information about virtually anything. National research demonstrates this and was supported by our interviews within the Mountain area. MARTA's website is neither a good nor easy-to-use introduction to the system.

It is recommended that MARTA develop a new website which will incorporate the new branding and graphic elements from the passenger guides. A recommended design approach is described in detail in the plan. The website home page should include two key elements:

- Google Transit trip planner
- Interactive system map with links to schedules and detailed route maps

Once the new website is in place, MARTA should ask partner organizations and agencies to provide links to it from their own websites. Links from websites for visitor organizations, social service agencies, schools and connecting transit systems will increase MARTA's visibility and let potential users see that they have a transit options for accessing various services.

## **Build Relationships with Gatekeepers for Key Ridership Markets**

Many organizations serve as gatekeepers for potential transit riders. Interviews conducted as part of the outreach for the SRTP made it clear that many gatekeepers would welcome a closer working relationship with MARTA and are very willing to serve as a conduit of transit information to their constituents.

### **Establish and Maintain Gatekeeper Network**

The first step in this effort is to create and maintain a list of gatekeeper contacts for relevant target audiences. This should include representatives of Social Service Agencies, Employment Programs, Training Programs, Senior Centers and Senior Complexes, Youth Programs, Medical Clinics and Visitor Organizations.

### **Conduct Webinars and/or Personal Transit Training Sessions with Gatekeeper Staff**

Staff at these gatekeeper organizations are often charged with arranging transportation for their clients, but they do not fully understand the MARTA system. MARTA should implement a systematic program of Transit Training for these front line staff persons. The goal should be to meet with staff at each organization at least once and possibly twice each year. The plan includes a number of alternatives for conducting these sessions and recommendations for presentation content.

### **Conduct Outreach Presentations to Key Audiences**

There are a number of opportunities for MARTA to conduct direct outreach to potential users. Personal presentations can be particularly effective in encouraging senior citizens to use public transportation rather than go directly from driving to Dial-A-Ride (when they can no longer drive). It is recommended that MARTA staff attempt to schedule and conduct quarterly presentations at Big Bear Senior Center, Crestline Senior Center, Mountain Meadows and Crossings Apartments. The plan provides specific recommendations for presentation content.

### **Establish and Maintain Transit Lobby Displays**

A suggestion heard repeatedly during outreach for this plan was that MARTA establish transit displays at high traffic locations including Social Service offices, Senior Centers, medical clinics, Chambers of Commerce and Visitor Centers. These displays would provide permanent low-cost advertising for the system and would be seen by hundreds of people each week. In addition, they would provide a focus for the distribution of the new passenger guides. At the right is a starter list of potential locations that were suggested. The plan provides detailed recommendations for the creation of displays.

| <b>Transit Display Locations</b> |
|----------------------------------|
| RIM Family Services              |
| Summit Plaza                     |
| Big Bear Senior Center           |
| Crestline Senior Center          |
| Crestline Library                |
| Running Springs Chamber          |
| Big Bear Visitor Center          |

### **Promote Trial and Repeat Ridership among Potential Ridership Segments**

This final set of strategies relates to the encouragement of new transit ridership through media advertising, public relations and promotional activities. While these strategies are important and can be quite effective, they are secondary to the recommendations relating to signage and passenger information, as they will work best once those elements are in place.

## Media Advertising

Two enhancements of the current advertising program are recommended:

- The first is to diversify the media plan. In addition to advertising in the two Shoppers, it should include on-line advertising. During outreach for the SRTP, [www.rimoftheworld.net](http://www.rimoftheworld.net) (aka [www.ROTWnews.com](http://www.ROTWnews.com)) was repeatedly referenced as a key way of communicating with area residents. MARTA should consider adding this website and those of local newspapers (*Big Bear Grizzly, Mountain News/Crestline Courier*) into its media mix as it appears many residents get their news and information on-line. On-line ads provide the opportunity for direct click through to MARTA's website.
- The second recommendation for enhancement relates to the creative approach used for MARTA. The current, somewhat generic ads should be replaced by a "campaign" of ads which communicate the benefits of MARTA, enhance the image of the system and encourage readers to visit the website or pick up a passenger guide. All ads should have a consistent, recognizable design that reflects the revised branding previously discussed. There are two distinct approaches which MARTA might take to advertising – testimonial or trip-based. Each of these options is detailed in the plan.

## News Media Relations

Articles about MARTA in local newspapers can increase awareness of public transit and educate residents about what it has to offer. News coverage about transit services can be increased by making sure that local papers are provided with a regular stream of information about MARTA, its services and its benefits. Therefore, it is recommended that MARTA create and maintain a systematic news release calendar.

## Promoting to Current Passengers

Retaining current riders is as important as attracting new ones in MARTA's effort to increase productivity. MARTA's drivers already appear to do a good job of delivering friendly customer service. Other steps which can enhance customer satisfaction and retain ridership include:

- Conduct regular on-bus communications with riders.
- Improve the availability of passes.
- Utilize social media to communicate timely information to riders.

## Special Promotions

- **Special Event Services:** Special services to high traffic community events can be an extremely effective way of attracting non-traditional transit riders to use the bus, at least occasionally. The plan discusses potential venues for such services.
- **Free Ride Promotions:** During outreach for the SRTP, a number of stakeholders recommended free ride promotions to attract new ridership. Free ride promotions can be surprisingly successful in generating trial usage of transit services; however they do result in lost passenger revenue, and should thus be

considered with care. There are a number of ways in which MARTA might use free ride offers to encourage new ridership. These are detailed in the plan.

### **Marketing Budget**

As a rule of thumb, transit agencies should spend about 1-2% of their operating budget on marketing, in addition to what they spend on basic passenger information. For MARTA this would be \$23,000 to \$46,000. Currently, marketing expenditures are about \$11,000 including the cost of printing the passenger guide and maintaining the website.

The plan includes an itemized budget which reflects the minimum marketing costs that need to be budgeted for. In addition to the annual costs, there are a number of one-time costs relating to branding, signage and website creation.

### **Marketing Toolkit**

As a final element of the SRTP project, a marketing toolkit will be developed. This will include a set of fully produced marketing tools for use by MARTA in implementing the marketing plan. It is recommended that the toolkit include branding elements, new passenger guides and a new website, as well as optional promotional tools.

### **Financial Operating Plan**

The financial plan provides the details on the operating costs and revenues from FY 2012/13 to FY 2016/17, based on the recommendations in the previous chapters.

### **Financial Scenarios**

There is a great deal of uncertainty facing public transportation financing. In order to provide a bracket of possible financial outcomes, two financial scenarios have been developed to provide a reasonable financial planning framework.

- **Conservative Estimate Scenario:** This scenario utilizes conservative estimates. It assumes that the current economic recovery continues, but that local revenues remain relatively flat. It also assumes that the federal commitment to local transit operating funding declines based on recent Congressional funding proposals.
- **Economic Recovery Scenario:** This is essentially a best-case scenario, but is defined if economic recovery returns sales tax revenues back to 2008 levels by 2013, and then increase at historical levels thereafter. It also assumes historical increases in federal funding commitment to rural transit systems.

With the conservative estimate scenario assumptions, revenues decrease from \$2.48 million in FY 2011/12 to \$2.27 million in FY 2016/17. The primary reasons for the decline in revenue would be a significant reduction in federal funding, the loss of San Bernardino Valley LTF funding, and LTF funding increases at only 1% per year, less than the anticipated rate of inflation. While it is likely that these assumptions will not come to pass,

it is important to realize that MARTA is very dependent on funding sources that are outside the control of the MARTA Board and management.

In contrast, the economic recovery scenario increases revenues from \$2.48 million in FY 2011/12 to \$3.19 million in FY 2016/17. This scenario assumes that the economic recovery increases LTF and Measure I funding by 5% per year, that MARTA retains Bernardino Valley LTF funding, and that MARTA is successful with federal FTA 5311(f) and FTA 5316 grant funding.

The contrasting financial scenarios point to the importance of growing LTF funds to MARTA's financial situation. If the economy thrives and sales taxes are healthy, then MARTA thrives. In addition, there have been federal grant programs available that MARTA has taken advantage of and just recently MARTA submitted a new grant application. If federal commitment to public transportation declines, it will have a significant impact on MARTA's operations over the next five years.

The scenario analysis also points to the need to establish an operating reserve of at least \$500,000 from carryover LTF funds. This will allow MARTA to withstand normal fluctuations in economic conditions without having to immediately reduce service. Establishing such a reserve fund should be a high priority.

### **Baseline Operating Costs**

The amount of service supplied between FY 2012/13 and FY 2016/17 will depend upon the financial resources available to fund them. The baseline operating costs assumes the same supply of transit services as provided in FY 2010/11.

In FY 2011/12 budget, \$1,529,903 of the total \$2,338,932 is devoted to wages, benefits and payroll taxes for employees, or approximately 65% of the total budget. Operations had a budget of \$870,487 in FY 2012/13 or 37.2% of the operating budget. By far, the highest budget line item is for driver wages at \$656,169. Maintenance labor is \$164,570.

The actual fuel costs in FY 2010/11 were \$300,000, up from \$238,288 in FY 2009/10. In FY 2011/12, fuel was budgeted at \$316,000, and will likely be higher with the spike in gas prices during the winter of 2012. In FY 2011/12, fuel costs were 13.5% of the operating budget. The five-year SRTP assumes an average 4% annual increase in the price per gallon of fuel.

The new insurance calculations left MARTA owing \$466,529 from past fiscal years. The MARTA Board decided that the amount owed could be taken from MARTA's accumulated carry-over amount of LTF funds of \$661,049 from prior fiscal years that coincide with years that insurance payments were due. Including the owed amount in the budget avoids any negative effect to MARTA's farebox return ratio. The amount owed would be spread over a three-year 'catch up' period and will appear on MARTA's Operating Budgets as a debt.

The baseline operating costs are relatively flat and increase from \$2.3 million in FY 2011/12 to \$2.6 million in FY 2016/17, based on the same service levels as FY 2010/11.

**Comparison of Baseline Operating Costs to Operating Revenue Scenarios**

A comparison was made of the baseline operating costs and forecasted revenues for both the conservative and economic recovery scenarios. In FY 2013/14 under the conservative scenario, there would be an \$82,000 deficit compared to a \$231,000 surplus in the economic recovery scenario. If the conservative financial scenario turns out to represent actual conditions in FY 2013/14, no service improvements could be made, and reductions in administrative expenses would have to occur. By FY 2016/17, the conservative scenario annual deficit grows to almost \$400,000, assuming baseline costs. This does not enable contributions to a reserve fund, and would require significant service reductions.

In contrast, the economic recovery scenario provides a \$378,000 surplus even after making annual contribution of \$200,000 to a reserve fund. In this scenario, the reserve fund would grow to \$900,000 by FY 2016/17, and significant service improvements would be affordable.

**Recommended Priority of Service Improvements**

The table below provides a prioritization of service improvements that would be possible in the economic recovery scenario.

Service Improvement Priorities

| Priority | Improvement                                   | Annual Hours | Annual Cost |
|----------|---|--------------|-------------|
| 1        | Tripper Service on Route 1                    | 360          | \$19,370    |
| 2A       | Routes 2 All day 60 minute to 7:05 pm         | 1,100        | \$55,687    |
| 2B       | Route 2 90 minutes all day to 7:05 pm         | 338          | \$11,842    |
| 3A       | Route 4 120 minutes route dev. 6:45 pm        | 192          | \$11,716    |
| 3B       | Route 4 90 minutes to 6:45 pm                 | 192          | \$7,777     |
| 4        | Extend Big Bear Hours M-Sa to 7:30 pm         | 927          | \$49,879    |
| 5        | Sunday service on RIM OTM                     | 260          | \$20,366    |
| 6        | Sunday service on BB OTM                      | 312          | \$24,439    |
| 7        | Extend Big Bear Hours Sunday to 6:30 pm       | 208          | \$11,192    |
| 8        | Extra Midday run on RIM OTM                   | 640          | \$50,132    |
| 9        | Extra Midday run on BB OTM                    | 768          | \$60,159    |
| 10       | Service to Victorville 3 days/wk, 3 weeks/mo. | 540          | \$46,973    |

## Capital Plan

### Bus Procurements

MARTA currently has a fleet of 19 buses in the active fleet and 6 buses in the inactive fleet. In addition there are four non-revenue vehicles including a field vehicle and three shop trucks. The fleet consists of small and medium sized cutaway buses, with the current maximum vehicle length of 29 feet.

There are currently eight buses in the active fleet assigned to the Crestline facility and eleven buses assigned to the Big Bear Lake facility. The majority of the buses in Big Bear Lake are medium sized cutaway buses, with a length of 29 feet and a seating capacity of 26 people. These buses are utilized on both local Big Bear Lake and Off the Mountain service. A smaller cutaway is currently utilized for Route 1A. MARTA has just received delivery of two new small 8 passenger Dial-A-Ride buses. A Freightliner Trolley is also utilized for charter services.

On most days, Big Bear Lake has a peak pullout of just five buses. However, a second bus is sometimes utilized on the Off The Mountain service if traffic delays a schedule, so peak pullout can be as high as six buses. At the first of the month, a second DAR bus is rarely utilized to handle peak demand. Therefore, on occasional days, there is a peak pullout of seven buses. Four buses are currently utilized as spares in Big Bear Lake.

All buses currently housed at Crestline are smaller cutaways, with a maximum length of 25 feet and capacity for 18 passengers. Only one Crestline bus is this large. The other buses have seating capacities of 8 to 13 passengers. There is also a peak pullout of five buses from the Crestline facility. The current bus being utilizing for OTM service is a 25 foot 18 passenger cutaway. This bus is deficient for the type of service it is operating.

Over the next five years, MARTA needs to be strategic in future vehicle procurements in order to match the fleet to the service plan requirements described earlier. The recommended fleet mix by FY 2016/17 includes an active fleet of 21 buses and four non-revenue vehicles. A total of 21 vehicles are scheduled for purchase over the next five years including 17 revenue buses, two field cars and two shop trucks. New types of vehicles are recommended for procurement and are discussed in more detail in Chapter 8. The recommended fleet becomes more diverse with the addition of low floor cutaway buses, the utilization of Sprinter buses, and the purchase of two wheelchair accessible sedans for use in taxi service.

### Equipment and Minor Facility Improvements

Bus stop shelters, benches, MARTA signs and information panels are an important element of passenger comfort and system visibility. The Market Plan budget includes \$126,500 in bus stop signage costs and another \$10,350 in information panel costs for implementing the new MARTA branding. These are one-time costs. The capital budget includes a budget for ongoing replacement of bus stop signs, shelters and benches. Other equipment included in the capital plan include:

- Security equipment

- AVL based passenger information system
- Replacement of shop equipment

### **Facility Modernization**

Both of MARTA's maintenance facilities have significant limitations.

The Crestline shop is currently just 31 feet long by 50 feet wide with a 14-foot high ceiling. The existing facility was not designed as a transit yard, and is not sufficient to accommodate the 29-foot Glaval Titans that MARTA utilizes in the Big Bear Off the Mountain service. Buses cannot be raised on a lift due to the low ceiling height. In addition, the bus yard is very small and it is very difficult to maneuver buses within it. There is not sufficient parking to accommodate the MARTA fleet.

In Big Bear, the facility limits bus size to 32 feet. A heater unit on the ceiling limits the capability for bus lifts. There is not sufficient storage capacity at the Big Bear Lake shop.

A feasibility study is programmed in FY 2012/13 to study the potential for modernizing both the Crestline and Big Bear Lake shops. The focus will be on Crestline including options to 1) remodel the existing facility, 2) relocated to another facility, or 3) purchase land and build a new facility. A maintenance facility professional will be hired to conduct a detailed feasibility study of these three options. The feasibility study will include a detailed cost estimate of the preferred alternative. The feasibility of minor modernization upgrades at Big Bear Lake will also be undertaken.

Based on the results of the feasibility study, the recommended modernization approach will be designed and built over the next several years. \$2.1 million dollars has been programmed for this purpose. The capital plan will need to be updated to reflect the results of the feasibility study.

### **Summary of Capital Costs**

Exhibit 8-4 shows the capital improvement costs over a 5-year period. Vehicle procurements would total \$2.4 million during the planning horizon. Equipment and minor facility improvements are estimated at \$806,000 over the five-year planning horizon. Finally, the facility modernization effort is preliminarily estimated at \$2.1 million. Total capital costs are estimated at \$5.1 million.

Details on the expected mix of capital revenues to be utilized over the five-year planning horizon are included in Chapter 8.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 5

**Date:** August 16, 2012

**Subject:** Presentation by Valley Transportation Services, Inc.

**Recommendation:\*** That the Committee receive a presentation by Beth Kranda, Chief Executive Officer for Valley Transportation Services, Inc.

**Background:** In September 2010 the SANBAG Board approved Resolution No. 11-004 designating Valley Transportation Services (VTrans) as the Consolidated Transportation Services Agency for the San Bernardino Valley, making VTrans eligible for Valley Measure I funding. Contained in the resolution was the finding that SANBAG will provide funding to VTrans as outlined in the Measure I 2010 – 2040, which states that at least 2% of the revenues collected in the Valley shall be made available for the creation and operation of the Consolidated Transportation Services Agency.

Beth Kranda, Chief Executive Officer of VTrans will be at the August Commuter Rail and Transit Committee to provide an overview of VTrans as an agency as well as its role in coordinating social services transportation throughout the San Bernardino Valley.

**Financial Impact:** This item has no impact on the current adopted FY12/13 SANBAG Budget. All staff activities are consistent with Task No. 0309 General Transit.

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

**Responsible Staff:** Ryan Graham, Transit Analyst

\*

*Approved*  
 Commuter Rail and Transit Committee

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

|     |                          |     |                                     |   |     |                                     |      |                          |     |                          |
|-----|--------------------------|-----|-------------------------------------|---|-----|-------------------------------------|------|--------------------------|-----|--------------------------|
| COG | <input type="checkbox"/> | CTC | <input checked="" type="checkbox"/> | X | CTA | <input checked="" type="checkbox"/> | SAFE | <input type="checkbox"/> | CMA | <input type="checkbox"/> |
|-----|--------------------------|-----|-------------------------------------|---|-----|-------------------------------------|------|--------------------------|-----|--------------------------|

Check all that apply.

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- San Bernardino County Transportation Commission    ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency    ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM:   6  

**Date:** August 16, 2012

**Subject:** Valley Transportation Services, Inc. Five Year Business Plan

**Recommendation:\*** That the Committee recommend the Board approve the Valley Transportation Services, Inc. Five Year Business Plan pursuant to the terms of Contract No. 11174 Section 3(d).

**Background:** On May 4, 2011, the Board approved Contract No. 11174 with Valley Transportation Services, Inc. (VTrans). The contract with VTrans documented the requirements for the agency's receipt of Measure I funds for on-going annual programs of benefit to the San Bernardino Valley Senior and Disabled populations. The contract detailed the revenue allocation process, reporting, and auditing requirements and set an initial three-year term.

As part of the contract, VTrans is required to submit its initial five-year strategic plan (Plan) to the SANBAG Board for approval. The Plan is included as Attachment 1 to this agenda item.

The Plan highlights VTrans' current projects and current project funding. Currently VTrans is using Measure I to leverage federal Jobs Access Reverse Commute (JARC) and New Freedom funds to partner with the agencies such as Pomona Valley Workshop, Central City Lutheran, and Loma Linda Adult Day Health care for transportation options to residents of the San Bernardino County at a lower cost-per-trip than had the trips been provided by Omnitrans through its contract with Access Services.

\*

*Approved*  
*Commuter Rail and Transit Committee*

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

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

|     |  |     |   |     |   |      |  |     |  |
|-----|--|-----|---|-----|---|------|--|-----|--|
| COG |  | CTC | X | CTA | X | SAFE |  | CMA |  |
|-----|--|-----|---|-----|---|------|--|-----|--|

Check all that apply.  
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 Attachment: crtc1208d1-rpg

The Plan also highlights opportunity areas that could possibly be considered by VTrans in the future. Such areas include establishing an in-person eligibility center for Access Services, a Vanpool program, expansion of mileage reimbursement programs, taxi voucher/taxi regulation in the Valley, and a vehicle maintenance program. The goal of all these programs is to find a lower cost alternative to provide public transportation thereby making more efficient use of scarce resources.

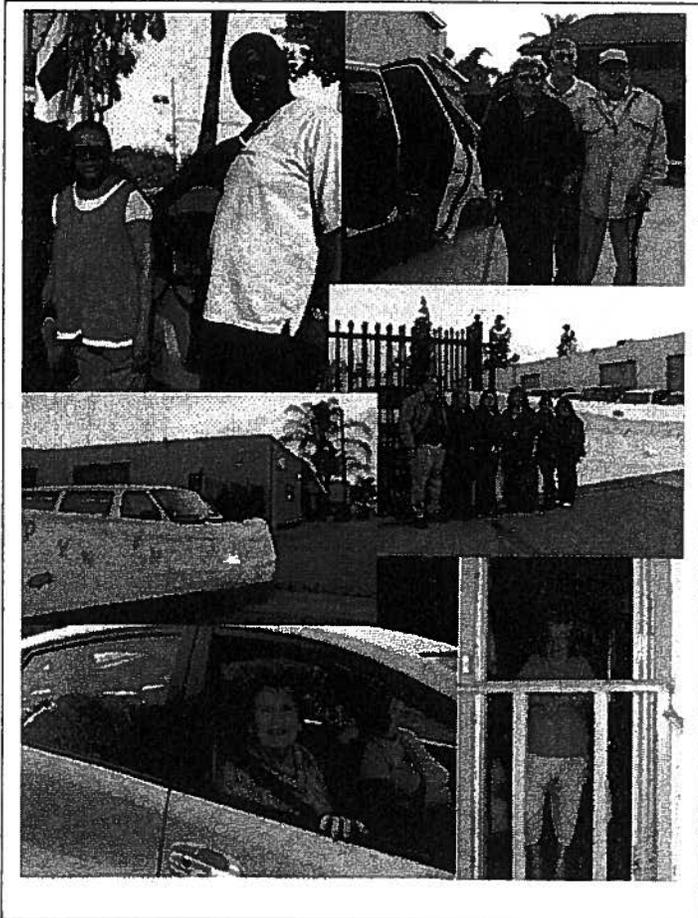
**Financial Impact:** This item has no direct impact on the FY12/13 SANBAG Budget. Contract No. C11174 provides for the amount and the mechanism for providing VTrans Measure I funding. These funds have already been included in the SANBAG FY12/13 Budget under Task No. 0310.

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

**Responsible Staff:** Ryan Graham, Transit Analyst

# **Vitrans**

*Creating Mobility Solutions*



*Valley Transportation Services  
299 W. Foothill Blvd. Suite 202  
Upland, CA 91786*

*Business Plan 2012-2017*

*May 1, 2012*

# Valley Transportation Services Business Plan 2013 - 2017

## Introduction

A business plan is an important tool in guiding an organization through key development periods and to serve as a guide for periodic review of overall direction. This is the first Business Plan for Valley Transportation Services (VTrans). Preparation of a Business Plan and its submittal to SANBAG is specifically required by the contract between the agencies (C11174 Section 3 d). The contract calls for a Business Plan covering the years 2013 through 2017. This Plan fulfills that contractual requirement.

This Plan does more than meet the SANBAG contractual requirement. It serves as the basis for defining the formative years of VTrans. It is the foundation for analysis by the VTrans staff and for policy planning by the VTrans Board of Directors. The planning process serves as the forum for dialogue among VTrans officials regarding the future direction of the organization, the allocation of the agency's resources among a variety of projects, establishing the organizational structure and accompanying staff and support, and guiding development of relationships among key agencies in the community.

The Plan also serves as a basis upon which to evaluate the performance of the organization. This is important from the perspective of evaluating the direction and accomplishments of the organization by its own governance structure. The Board of Directors needs a mechanism by which to judge overall performance relative to its established benchmarks. Similarly and at a more technical level, the staff needs a tool for use in evaluating performance. At this level, both quantitative and qualitative measures are included. One of the most significant quantitative measures is performance relative to the adopted budget.

The Plan also serves as a benchmark against which outside agencies, most importantly SANBAG, can evaluate VTrans. SANBAG is legally responsible for the designation of a Consolidated Transportation Services Agency (CTSA). It chose VTrans to fill that important role. With that designation comes responsibility to serve the community through a variety of transportation projects. The Plan serves as a tool for use by SANBAG to evaluate its decision to designate VTrans.

## **Overview of Valley Transportation Services**

Valley Transportation Services is a new nonprofit 501c3 corporation created and designated in October 2010 by SANBAG as the Consolidated Transportation Services Agency eligible to receive 2% of the Measure I Senior/Disabled funds collected in the Valley portion of San Bernardino County. Valley Transportation Services' mission is to improve mobility for seniors, persons with disabilities and persons of low income.

County voters approved Measure I, supporting the half-cent sales tax in the incorporated and unincorporated areas of the County for the 20 year period between April 1, 1990 and March 31, 2010. On November 4, 2004 the voters of San Bernardino County approved San Bernardino County Transportation Authority Ordinance 04-01, extending the half cent sales tax for 30 years to March 31, 2040.

The need for a Consolidated Transportation Services Agency had a long history in the San Bernardino Valley. Written into the reauthorization of the Local Sales Tax Measure I, under the allocation for Senior and Disabled transportation services was dedicated funding of 2% of the revenues collected in the Valley shall be made available for the creation and operation of a CTSA. Also stemming from the San Bernardino Valley original Coordinated Plan, as required by Federal Transit Administration under SAFETEA- LU, completed by SANBAG in 2007, the recommendation of further study of structures and functions of the CTSA were explored. Based upon the Measure I expenditure plan and the recommendations stemming from the Coordinated Plan, SANBAG allocated FTA Section 5316 and 5317 dollars to the design study of the CTSA. SANBAG engaged the services of Innovative Paradigms to conduct the extensive outreach and study. At the conclusion of the study, which included independent interviews with local social service providers and members of the community, Omnitrans staff, SANBAG and Omnitrans Board of Directors, it was recommended that a standalone, single purpose Nonprofit Agency should be developed. This San Bernardino CTSA was structured after both Access Services in Los Angeles and Paratransit, Inc. in Sacramento. Both of those operators are standalone single purpose transportation agencies dedicated to the provision of services for special needs populations including persons with disabilities, seniors, and low income individuals.

Since September 2010, SANBAG staff worked alongside Innovative Paradigms staff to create Valley Transportation Services. Staff developed recommended Board structure and developed bylaws and articles of incorporation. The corporation was formed on October 12, 2010, through filing of the Articles of Incorporation with the California Secretary of State.

The Board structure was approved by the SANBAG Board of Directors to include appointments from three different agencies, SANBAG – 3 appointees, Omnitrans, the local public transit provider – 2 appointees, the County of San Bernardino – 2 appointees, and an ex officio member to be a SANBAG Staff representative:

**Board Members and terms as of June 30, 2012:**

**SANBAG Appointed:**

|                |                 |
|----------------|-----------------|
| Mike Bair      | 9/2010 – 9/2013 |
| Floyd Petersen | 9/2010 – 9/2013 |
| Gary Madden    | 9/2010 – 9/2013 |

**Omnitrans Appointed:**

|                |                   |
|----------------|-------------------|
| Penny Lilburn  | 12/2010 – 12/2013 |
| Lee Ann Garcia | 12/2010 – 12/2013 |

**County of San Bernardino Appointed:**

|                   |                   |
|-------------------|-------------------|
| Jacquelin Amsler  | 12/2010 – 12/2013 |
| Dennis Hansberger | 12/2010 – 12/2013 |

**SANBAG**

Ex Officio member

Mitch Alderman

**First Year of Operation**

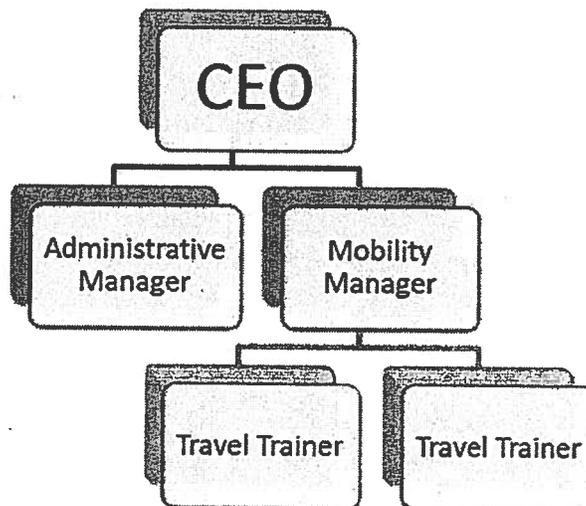
During the first year, Valley Transportation Services entered into contract with Innovative Paradigms for continued consulting services including the appointment of an interim Executive Director for the agency, Phil McGuire, until a search for a permanent Chief Executive Officer could be conducted. Valley Transportation Services also secured office space in its current location 299 W Foothill Blvd. Suite 202, Upland California and entered into contracts for legal services, accounting services, continued consulting services and branding and marketing consulting services. Resulting from the Branding and Marketing study, Valley Transportation Services made the decision to market itself as VTrans and developed its logo:



## Staffing

The VTrans Board underwent an extensive search for a permanent Chief Executive Officer, spearheaded by its interim Executive Director. In January, a new Chief Executive Officer began full time at VTrans. VTrans currently has 2 full time positions, a CEO and an Administrative Manager. Within the next year VTrans will need to hire up to 3 travel training personnel and a Grants Manager. Recognizing changes in how workplaces function, VTrans will embrace nontraditional workplace practices, such as remote workers taking advantage of current technologies and offering flexible workplace environments to attract younger generation workforce.

## VTrans 2011-2012



## **Demographics:**

### **Service Area and Demographics:**

The county of San Bernardino is the largest, land area wise, in the United States. It has over 20,000 square miles. The population of the County of San Bernardino is 2,035,210 with approximately 1,231,372 residents living in the Valley portion of the County. The Valley portion of San Bernardino is considered an urbanized area and includes 15 cities. The San Bernardino Valley is the largest sub area in the county and represents the urbanized areas between the cities of Chino, Chino Hills on the west end to the city of Yucaipa on the east end.

Currently, funding for VTrans through Measure I revenues sets VTrans core area of operations as the Valley portion of San Bernardino County to include the cities of: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Montclair, Loma Linda, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa. As a nonprofit corporation, VTrans can legally do business most anywhere. Its current geographic scope is limited to the San Bernardino Valley area due to the principal funding source, Measure I, being limited in use to that area. As the corporation grows and other funding, perhaps not so restricted, is generated, VTrans may choose to expand its geographic presence.

**San Bernardino Valley Urban Area Cities  
Special Needs Populations**

| City             | Population<br>* | Age 65+ *  |        | Below poverty level<br>** |        | Persons with<br>Disabilities *** |        |
|------------------|-----------------|------------|--------|---------------------------|--------|----------------------------------|--------|
|                  |                 | Percentage | Number | Percentage                | Number | Percentage                       | Number |
| Chino            | 77,729          | 6.80%      | 5,286  | 6.20%                     | 4,819  | 18.50%                           | 14,380 |
| Chino Hills      | 74,410          | 6.20%      | 4,613  | 4.10%                     | 3,051  | 12.60%                           | 9,376  |
| Colton           | 52,187          | 6.50%      | 3,392  | 17.90%                    | 9,341  | 21.50%                           | 11,220 |
| Fontana          | 189,466         | 5.20%      | 9,852  | 12.50%                    | 23,683 | 23.70%                           | 44,903 |
| Grand Terrace    | 12,115          | 11.90%     | 1,442  | 3.90%                     | 472    | 17.60%                           | 2,132  |
| Highland         | 52,341          | 6.80%      | 3,559  | 17.30%                    | 9,055  | 23.80%                           | 12,457 |
| Loma Linda       | 23,837          | 15.30%     | 3,647  | 12.70%                    | 3,027  | 18.30%                           | 4,362  |
| Montclair        | 36,704          | 8.10%      | 2,973  | 15.20%                    | 5,579  | 25.20%                           | 9,249  |
| Ontario          | 165,215         | 6.80%      | 11,235 | 12.70%                    | 20,982 | 23.60%                           | 38,991 |
| Rancho Cucamonga | 160,780         | 6.80%      | 10,933 | 4.80%                     | 7,717  | 15.80%                           | 25,403 |
| Redlands         | 68,852          | 12.70%     | 8,744  | 10.10%                    | 6,954  | 16.40%                           | 11,292 |
| Rialto           | 99,311          | 7.10%      | 7,051  | 14.70%                    | 14,599 | 23.70%                           | 23,537 |
| San Bernardino   | 209,174         | 8.00%      | 16,734 | 27.40%                    | 5,7314 | 26.20%                           | 54,804 |
| Upland           | 73,887          | 11.00%     | 8,128  | 8.90%                     | 6,576  | 18.40%                           | 13,595 |
| Yucaipa          | 50,227          | 11.90%     | 5,977  | 10.40%                    | 5,224  | 22.60%                           | 11,351 |

\*source 2006-2010 American Community Survey 5 year survey data – Age and Sex

\*\*source 2006-2010 American Community Survey 5 year survey data – Poverty Status in past 12 months

\*\*\*source Census 2000 – population 21- 64 with disabilities

SANBAG provided mapping detailing where the VTrans focus populations reside, throughout the San Bernardino Valley. Appendix B contains the various mapping completed, including maps that detail locations and numbers of VTrans target populations. These population maps are detailed in several ways, either with numbers, percentages or density. The Transit Opportunity map represents an overlay of all special populations, the darker the color the higher concentrations of seniors, disabled and low income individuals in that particular area. The final map specifies VTrans Measure I funding territory and the current project boundaries.

## **Funding**

Funding for VTrans comes primarily through the local sales tax measure, Measure I. VTrans receives 2% of the revenues collected within the San Bernardino Valley. Currently SANBAG and VTrans have a 3 year agreement setting out roles and responsibilities and set levels of funding for FY 10/11, FY 11/12, and FY 12/13 which is approximately \$1.7 million per year. In addition, VTrans was successful in receiving other funding for projects in 2011 with projects beginning in 2012, using the Measure money to leverage the projects. VTrans received FTA funding through both the Job Access Reverse Commute (JARC) and New Freedom (NF) grant programs. In addition, VTrans provided matching funds for other social service programs to help reduce demand on the public paratransit system. VTrans was also a partner with SANBAG, 211, Veterans Administration, Loma Linda University and various departments within the County of San Bernardino in a successful FTA Section 5309 Veterans Initiative Grant. VTrans will provide the matching funds for the capital portion of the grant.

VTrans will operate certain programs with its own in-house resources. Other projects will be provided through a partner agency. The determination as to which approach will be applied depends upon the nature of the project and the match of the skills of the agency with the project. The projects listed below illustrate the difference in approach based upon the capabilities of the agencies involved.

**VTrans Operated Projects:**

VTrans applied for and was awarded a Federal Transit Administration Grant for both Section 5316 Job Access Reverse Commute and a Section 5317 New Freedom Grant for its Mobility Training project, which is a travel training program designed to work with special populations and travel trainers to train both in the classroom and in the field skills for traveling on the bus, including how to advocate for themselves which includes one on one and classroom training on how to independently use the fixed route system, how to use fare media and how to map out trips.

Mobility Training:

| VTRANS       | Year 1    | Year 2    | Year 3    | Total       |
|--------------|-----------|-----------|-----------|-------------|
| JARC         | \$199,601 | \$205,590 | \$211,757 | \$616,948   |
| New Freedom  | \$119,761 | \$123,354 | \$127,055 | \$370,170   |
| VTrans Match | \$79,841  | \$82,236  | \$94,702  | \$256,779   |
| Total        | \$399,203 | \$411,180 | \$433,514 | \$1,243,897 |

This program is available throughout the San Bernardino Valley and takes referrals from several agencies, Inland Regional Center, local workshops and programs, San Bernardino School District, Chaffey College District, Department of Rehabilitation and Omnitrans among others.

**Agency Partner Operated Projects:**

VTrans fulfills a portion of its mission through the management of services provided through partner agencies. Partner arrangements are chosen over direct operation by VTrans in cases where a partner agency is best suited to perform a specific function.

VTrans in fulfilling its mission partnered with various other social services and transit providers to provide the local match to various FTA Section 5316 and 5317 grant applications, either providing matching funds for operating, capital or combination of the two grant programs Each of the existing partner agreements is described below. Attachment F maps each project and project area.

Community Senior Services- Volunteer Mileage Reimbursement Program:

This project includes matching funding through VTrans to provide for a volunteer driver mileage reimbursement program covering the cities of Chino, Chino Hills, Montclair, Ontario,, Rancho Cucamonga and Upland (West side of the Valley) – this is a 50/50 local match. Persons wishing to utilize this program must go through an eligibility process to determine limits per clients on trip length and usage. The mileage reimbursement rate is .38 per mile:

| Community Senior Services | Year 1           | Year 2           | Year 3           | Total            |
|---------------------------|------------------|------------------|------------------|------------------|
| New Freedom               | \$58,000         | \$94,000         | \$130,000        | \$282,000        |
| VTrans Match              | \$58,000         | \$94,000         | \$130,000        | \$282,000        |
| <b>TOTAL</b>              | <b>\$116,000</b> | <b>\$188,000</b> | <b>\$260,000</b> | <b>\$564,000</b> |

In future years, the Board may wish to expand this program to include the entire San Bernardino Valley.

Loma Linda Adult Day Health Care Systems:

VTrans is providing the match to LLADHCS operating project to provide for transportation services for severely disabled clients suffering from severe forms of dementia to and from the health care facility to access treatment and attend daily program. This program covers most of the East Valley including areas in Fontana and Rialto.

| LLADHCS      | Year 1          | Year 2          | Year 3          | Total            |
|--------------|-----------------|-----------------|-----------------|------------------|
| New Freedom  | \$37,865        | \$38,866        | \$39,892        | \$116,623        |
| VTrans Match | \$37,865        | \$38,866        | \$39,892        | \$116,623        |
| <b>TOTAL</b> | <b>\$75,730</b> | <b>\$77,732</b> | <b>\$79,784</b> | <b>\$233,246</b> |

Pomona Valley Workshop:

VTrans is providing matching funds for both the Operating and Capital for the "PVW In motion" project which funds the purchase of 4 vehicles over the 3 year period. The match also covers the partial cost of the operating budget for PVW to transport their own clientele to and from the daily program, shifting clients off of the public ADA, Access Services. This project covers the West Valley.

Operating Project:

| PVW - In Motion | Year 1    | Year 2    | Year 3    | Total     |
|-----------------|-----------|-----------|-----------|-----------|
| JARC            | \$77,752  | \$83,282  | \$93,242  | \$254,276 |
| New Freedom     | \$30,237  | \$32,387  | \$36,261  | \$98,885  |
| IRC             | \$45,180  | \$54,216  | \$63,252  | \$162,648 |
| VTrans Match    | \$62,809  | \$61,454  | \$66,251  | \$190,514 |
| Total           | \$215,978 | \$231,339 | \$259,006 | \$706,323 |

Capital Project:

| PVW - In Motion | Year 1    | Year 2   | Year 3   | Total     |
|-----------------|-----------|----------|----------|-----------|
| JARC            | \$70,402  | \$33,291 | \$34,290 | \$137,983 |
| New Freedom     | \$27,279  | \$12,946 | \$13,335 | \$53,560  |
| VTrans Match    | \$24,445  | \$11,559 | \$11,906 | \$47,910  |
| TOTAL           | \$122,126 | \$57,796 | \$59,531 | \$239,453 |

Omnitrans:

This funding agreement funds the capital portion of Omnitrans New Freedom Grant application to create a training bus that will assist in training individuals and groups on how to use a fixed route bus including utilizing farebox and bus riding protocols:

| Omnitrans Training Bus | Year 1          | Year 2     | Year 3     | Total           |
|------------------------|-----------------|------------|------------|-----------------|
| New Freedom            | \$32,000        | \$0        | \$0        | \$32,000        |
| VTrans Match           | \$8,000         | \$0        | \$0        | \$8,000         |
| <b>TOTAL</b>           | <b>\$40,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$40,000</b> |

This program is available in the entire San Bernardino Valley area.

Central City Lutheran Mission:

CCLM, in partnership with Foothill Aids project, will purchase a vehicle and provide transportation for their clients to and from non-emergency medical treatments for ongoing care and/or job training and job placement services; helping to integrate this population into mainstream society. This project covers the San Bernardino Valley area.

Operating Project:

| Central City Lutheran | Year 1   | Year 2   | Year 3   | Total     |
|-----------------------|----------|----------|----------|-----------|
| JARC                  | \$12,923 | \$13,874 | \$14,716 | \$41,513  |
| New Freedom           | \$12,923 | \$13,874 | \$14,716 | \$41,513  |
| VTrans Match          | \$12,743 | \$17,945 | \$22,930 | \$53,618  |
| Total                 | \$38,589 | \$45,694 | \$52,362 | \$136,644 |

Capital Project:

| Central City Lutheran | Year 1   | Year 2 | Year 3 | Total    |
|-----------------------|----------|--------|--------|----------|
| JARC                  | \$27,278 | \$0    | \$0    | \$27,278 |
| New Freedom           | \$27,278 | \$0    | \$0    | \$27,278 |
| VTrans Match          | \$14,715 | \$0    | \$0    | \$14,715 |
| Total                 | \$69,270 | \$0    | \$0    | \$69,270 |

Special Projects:

VTrans along with various other partners collaborated with IE 211, SANBAG, Omnitrans, Veterans Administration and various other County of San Bernardino departments in applying for and successfully obtaining a FTA 5309 Veterans Administration grant to provide for a "One Click, One Call" mobility center. VTrans is the funding partner for the capital portion only of the grant as detailed below:

| IE 211 VA Project | Year 1    | Year 2 | Year 3 | Total     |
|-------------------|-----------|--------|--------|-----------|
| FTA 5309          | \$227,240 | \$0    | \$0    | \$227,240 |
| VTrans Match      | \$56,810  | \$0    | \$0    | \$56,810  |
| TOTAL             | \$284,050 | \$0    | \$0    | \$284,050 |

This is a San Bernardino/Riverside countywide initiative to serve military persons and their families.

**Total of VTrans Contract Obligations:**

This table shows by year the total contract obligation that VTrans has committed to with its local partners

| Entity       | Operating        |                  |                  | Subtotal         | Capital          |                 |                 | Subtotal         | Total              |
|--------------|------------------|------------------|------------------|------------------|------------------|-----------------|-----------------|------------------|--------------------|
|              | Year 1           | Year 2           | Year 3           |                  | Year 1           | Year 2          | Year 3          |                  |                    |
| VTrans       | \$79,841         | \$82,236         | \$94,702         | \$256,779        |                  |                 |                 | \$0              | \$256,779          |
| CSS          | \$58,000         | \$94,000         | \$130,000        | \$282,000        |                  |                 |                 | \$0              | \$282,000          |
| LLADH        | \$37,866         | \$38,866         | \$39,892         | \$116,624        |                  |                 |                 | \$0              | \$116,624          |
| PVW          | \$62,809         | \$61,454         | \$66,251         | \$190,514        | \$24,455         | \$11,599        | \$11,906        | \$47,960         | \$238,474          |
| Omni         |                  |                  |                  | \$0              | \$8,000          |                 |                 | \$8,000          | \$8,000            |
| CCL          | \$12,743         | \$17,945         | \$22,930         | \$53,618         | \$14,715         |                 |                 | \$14,715         | \$68,333           |
| IE 211       |                  |                  |                  | \$0              | \$56,810         |                 |                 | \$56,810         | \$56,810           |
| <b>Total</b> | <b>\$251,259</b> | <b>\$294,501</b> | <b>\$353,775</b> | <b>\$899,535</b> | <b>\$103,980</b> | <b>\$11,599</b> | <b>\$11,906</b> | <b>\$127,485</b> | <b>\$1,027,020</b> |

## **VTrans Financial Policies**

This Strategic Plan establishes a framework for the establishment of various financial policies for the VTrans Corporation. Establishing financial policies will guide the organization in allocating funds, determining financial capacity to support future projects, ensuring financial stability of the agency, and informing agency partners of the long term viability of their projects. VTrans is in a position to make long term funding commitments for two primary reasons: 1) the agency received Measure I funds that were accumulating prior to creation of the organization; these funds were uncommitted at the time and available for allocation by VTrans, and 2) VTrans ramp up of operations in its first full year of in existence resulted in a lower level of expenditure than a future full year of operation would require. The combination of these circumstances resulted in a reserve of funds for allocation by the agency.

This Strategic Plan suggests that agency policy be established to set aside funds from current year surplus or reserves to fund projects that are committed into the future. Such a decision would mean that some amounts of existing funds would be “restricted” to specific project expenditures in future years. For example, VTrans has already entered into funding contracts with several agencies including Pomona Valley Workshop (PVW). In the form of a 3 year agreement, VTrans has committed \$190,500 to PVW to match a federal grant. Restricting funds as proposed would mean that this amount would be “restricted” in currently available funds and shown this way in the VTrans budget and financial statements. The result would be that future year Measure I funds would not have to be dedicated to this or similar projects and instead be available for future purposes.

Another appropriate allocation of funds currently available (through fiscal year 2011 – 2012) would be the creation of an operating reserve to secure VTrans’ financial stability into the future. Many agencies establish some level of operating reserve or contingency fund to provide resources for unforeseen events or major changes in funding. For example, if VTrans has entered into operating projects with the expectation that future year funds will cover on-going operations only to find that tax revenues suddenly drop, then the agency could decide to tap its reserve to sustain such programs rather than make cuts. This would typically be done in anticipation of the return of tax revenue levels in a future year. Such action would be a Board policy at the time. Having an operating reserve would provide for such an option.

Given the size of the VTrans budget and anticipated revenue stream, an operating reserve in the range of \$500,000 would be in order. Such a level would be approximately 25% to 30% of one year’s Measure I funding. This would cover a substantial amount of VTrans financial needs if there was an unforeseen necessity. Such a fund would also give VTrans the option of allocating funds to some new program that was otherwise unfunded. This too would be a major Board decision at the time. While not the original purpose of an operating reserve, it would be a fund that the Board could allocate for carefully chosen projects.

In addition to the operating reserve policy the Board may adopt a Capital Replacement Reserve account. VTrans and partner agencies capital needs will be assessed and included in a set

aside for the future procurement of various capital equipment including vehicles, computer hardware/software and other capital expenditures. The capital budget is included in the Plan based upon funding being provided entirely through VTrans Measure I funds. This conservative approach to budgeting is for programming purposes to ensure adequate funding in the event that other sources are not available. However, an underlying assumption of the Plan is that capital funds would be sought from various federal or other sources. Successful pursuit of other capital sources would then reduce the portion of funds contributed by Vtrans. A basic useful life schedule is included as appendix C

## **Future**

### **FTA JARC and New Freedom Projects:**

VTrans is already a recipient of FTA JARC and NF funds for its Mobility Manager Travel Training program; in addition, VTrans is the funding partner to local agencies providing much needed local matching funds to provide services. It is conceivable that this Federal Funding will continue and VTrans should continue to partner with local agencies to provide match, assess current projects for continued funding and develop additional projects that will be competitive for the next call for projects, issued through SANBAG. These current approved projects have been identified in the future budget years committing funding to ensure project continuation

### **Access Services:**

Access Services is the ADA complementary service as required by law, currently operated by Omnitrans. ADA service is currently run through a contract with First Transit. Omnitrans dedicates personnel to oversight of the contract. Stemming from the Omnitrans Comprehensive Operational Analysis study to be completed in 2012, a recommendation to further study the potential increase of agency provided trips to help offset growth in ADA paratransit and the potential shifting of operational oversight of Access to VTrans should be explored. The study will include potential administrative functions, overall goals of the agency, full financial analysis and cost vs. benefit of a transfer of oversight.

See Appendix A for more detail.

### **Maintenance Services:**

Many communities have identified the benefit of providing centralized maintenance services to human service organizations. Often these organizations operate vehicles for some purposes whether transporting clients, picking up donations for thrift stores, or providing other services to their target population. Such agencies rarely have the fleet size and technical wherewithal to operate their own maintenance program. They then obtain maintenance services from other suppliers' typically local shops that do not have technical expertise specific to these specialized vehicles. When AB 120 was passed in 1979 creating CTSA's, it included reference to centralized maintenance as one of the program concepts appropriate for a CTSA to fulfill. Some communities such as Sacramento have operated such centralized maintenance for many years with great success.

VTrans could well be the provider of centralized maintenance for the human service community in the San Bernardino Valley area. Creating such a program would require some very specific technical analysis. This would in effect mean the preparation of a sort of business sub-plan within this Strategic Plan. Such a sub-plan would include a study of the potential volume of maintenance activity that could be anticipated with accompanying financial projections. Several actions should be included in the early stages of such a business planning process:

- Inventory of existing maintenance volume - A very specific inventory of existing maintenance activity by human service agencies needs to be carried out. This would include gathering detail regarding the number of vehicles operated by each agency, annual mileage volumes, current spending levels on maintenance, current sources of maintenance services, current maintenance billing rates (labor rates, parts price markups, etc.).
- Facility availability: In order to implement a central maintenance program, a specific property would be needed that is suited to such purpose. Until such a program might become a permanent fixture in the VTrans toolkit, a leased facility would be the appropriate approach. Perhaps in some future year, a more permanent structure possibly owned by VTrans could be considered.
- Equipment Plan: A detailed plan should be prepared to equip a maintenance shop with the necessary tools to perform state-of-the-art vehicle servicing.

Such a business plan could be initiated during FY 2011 – 2012, but it would have to be completed during FY 2012 – 2013. If the outcome of such an effort pointed to a potentially successful venture, then a full maintenance program could be started as soon as FY 2013 – 2014.

### **Inventory of Social Services funding:**

Conduct an inventory of social service funding programs that can and do provide for transportation. Identify local agencies that have authority of the expenditure of those funds.

## **Other Potential Projects:**

### **Eligibility Center**

Omnitrans currently determines ADA eligibility through a paper system, which requires ADA service applicants to fill out paperwork, submit documents through a medical practitioner determining eligibility. Under these circumstances, ADA eligibility is not directly related to mobility but to disability. An in-person process would replace the paper application with an in-person interview and possible functional testing to determine an applicant's true ability to ride a fixed route bus. Those found to be fully or conditionally incapable of riding fixed route buses would then be eligible for Access paratransit service.

Omnitrans is currently experiencing a 10% growth in its ADA service with a 17% increase in applications per year. Approximately 4000 paper applications are processed on a yearly basis. Moving towards a paperless in person assessment coupled with VTrans Mobility/Travel Training program and the knowledge of other agency provided trips throughout the county could potentially save Omnitrans a significant amount of much needed funding. VTrans could coordinate and or set up more of a broker type system helping to secure the best ride or program for the client

VTrans could have a role in this process by serving as the Eligibility Center for Omnitrans. This could be done with in-house resources or through a contract with a firm specializing in this complicated assessment process. This would be a future year project for VTrans as its relationship as a technical partner with Omnitrans develops. VTrans potential role in the eligibility process should be part of the study of issues relating to the assignment of Access management to VTrans.

### **Vanpools:**

SANBAG has long been in discussions of introducing the next phase in their county wide vanpool initiative. Phase 1 started in Victor Valley run by VVTA. Phase 2 will be in the San Bernardino Valley. The program offers an ongoing subsidy of \$400 per month maximum per vanpool to offset the cost to the vanpool riders encouraging alternate commutes to work to reduce congestion and improve air quality. Dollars are returned to the area in the form of additional FTA Section 5307 apportionment due to reporting of additional miles driven and passengers reported in the Valley area. SANBAG will conduct a study in 2012/13 to look at the feasibility of development of a Vanpool program for the San Bernardino Valley and will include the concept of looking at various forms of project implementation and administration to include VTrans as potential administrator.

### **Expanded volunteer driver mileage reimbursement program – East side of SB Valley**

The Community Senior Services Program, introduced in late 2012 only covers the west of the San Bernardino Valley. Future funding consideration should be given to expansion of this volunteer drive mileage reimbursement program to include all areas of the San Bernardino Valley, including the cities of Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, Colton, San Bernardino and Yucaipa.

### **Mountain/Desert Region of San Bernardino County Mileage Reimbursement Program (rural 5317 if successful)**

This project, in partnership with Victor Valley Transit Authority and the Department of Aging and Adult Services is an enhancement and expansion of the DAAS mileage reimbursement program currently available in the Mountain Desert region of the San Bernardino Valley. The grant application included dollars for a full time mobility person to develop and oversee the project.

### **Taxi Voucher program/ Taxi Regulator for the Valley**

Taxi Voucher programs have been very successful across the county in providing alternative services to costly ADA services. There are various examples as to how this can or could work. Many other CTSA's and Transit Agencies throughout the state take on the responsibility from the local cities to regulate the local taxi providers. In this example, the CTSA can issue yearly licensing, inspection and ensure all operators are complying with local regulations and laws in reference to drug testing, vehicle safety and security and fare regulations. In addition, the idea of working with transit agencies to be able to access retired wheelchair equipped vehicles for use in increasing the capacity of local taxi agencies to provide ADA trips should be included.

### **Senior Connections – Interactivity for trips and services**

Various options for increased connections for Senior Center vehicles and trips should be explored. Several Senior Centers throughout the Valley offer services to their seniors with trips to local shopping, medical services and congregate meals. Typical of these types of services, they are bound by city limits and normally don't interact or transfer clients between services. Further development and research should be done to see what if any services can be interlined with each other to bring the opportunity to cross city limits increasing mobility throughout the valley portion of the county along with cost sharing options among the local senior services

### **Valley Inventory of Services**

On a yearly basis, SANBAG is responsible for maintaining an inventory of available public and private transportation options. VTrans is in the position of working with both public and private providers in addition to building capacity in the system. VTrans can update and maintain a master inventory of services available in the Valley portion of San Bernardino Valley while working cooperatively with all public and private partners to enhance information for special populations who need access to all services.

**Marketing plan**

An overall VTrans marketing strategy and plan should be identified to ensure all projects that VTrans contributes to or manages display proper signage and regular presentations to area agencies and participation in local advocacy groups is done. A selection of informational materials will be assembled for use to educate our local officials and partners as to programs and projects that VTrans offers or partners with and for other types of outreach for presentations to groups/city councils/social services and the general public. In addition, VTrans is developing a website that will become a key communication vehicle for the community. The website will be well publicized and serve as a conduit for the dissemination of program materials to the community and specifically to partner agencies.

**Legislative work**

Continue to work with CalACT and Community Transportation Association of America (CTAA) to advocate for CTSA's and human service providers. VTrans may want to join American Public Transit Association (APTA) and California Transit Association (CTA) to be supportive of all transit services

**Clearinghouse for Federal Grants**

VTrans may have the opportunity to work more closely with SANBAG and Omnitrans in the award and flow of federal dollars to human services agencies. SANBAG will work with Omnitrans on the development of a master grant to be awarded to VTrans and VTrans will work on the sub recipient agreements for successful JARC/NF applicants. This will allow VTrans to work hands-on with other providers and cut down the administrative functions of both SANBAG and Omnitrans.

**Work with IE211**

VTrans in partnership with IE 211 will work towards a complete database and information gathering technologies to enhance the current transportation network directories to include for profit and nonprofit transportation options, while gathering information through IE211 on transit needs throughout the county to be analyzed and included in the yearly SANBAG "Unmet Transit Needs" hearings held outside of the Valley, in addition this information will be useful to include in the San Bernardino County Public Transit Human Services Coordination Plan updates

**Disaster Plan**

Work with all agency partners to ensure inclusion into the Countywide Disaster Preparedness plan and any exercises and work with partners to be able to provide vital information on locations of fragile persons to proper authorities in the event of a disaster

**Other CTSA Activities**

VTrans will work with local partners to determine types of training, courses or other workshop like activities to enhance the skill set of agency partners. VTrans may be able to offer classes on grant writing, grant activities, reporting or informative sessions having to do with transportation and the industry. These programs can be offered for free or for nominal costs to individuals attending.

**Other funding:**

**TDA Article 4.5 Claims:**

Eligible claims listed under the Transportation Development Act (TDA) would be claims for "Community Transit Service" as defined under TDA Article 4.5, which could potentially allocate up to 5% (approximately \$2.6 million for FY 12/13) of the Local Transportation Funds apportioned to the Valley to the CTSA for community transit services, including services for the disabled who cannot use conventional transit services and link intra-community origins and destinations. As VTrans refines its programs, the agency should explore the applicability of its operations outside of the immediate San Bernardino Valley region. Current Measure I funds are dedicated to the Valley region. Thus expansion outside of this territory would require a new funding source. VTrans could expand into the more rural territories of San Bernardino County, and could potentially use this source of funding for projects.

## Annual Agency Operations Plans

The following is a listing of each year of this 5-year Strategic Business Plan. With more detailed information in the early years and more conceptual material in later years, this provides a framework for a business plan for each year with projected activities or projects. The plan elements for each year are meant to guide the development of the specific budget for that year. Each year includes an organization chart that specifies the proposed staffing level and structure.

### 2012 – 2013

#### Implement full operation of agency travel training program:

VTrans' federal grant for the operation of an in-house travel training program was awarded in FY 2011 – 12. This grant provides for the establishment of a travel training program to teach seniors and persons with disabilities how to ride the fixed route Omnitrans system. Initially 3 new VTrans employees will be hired to carry out the program. A Travel Training Manager will be hired to oversee the entire program reporting to VTrans' CEO. In addition, 2 travel trainers will be hired to work full time in the community to train eligible individuals. Duties of the Manager and the trainers will include outreach to community agencies to obtain referrals of appropriate training candidates. Community agency referral sources will include Inland Regional Center, County of San Bernardino Departments including rehabilitation, local senior centers, etc. This program has been funded for 3 years and could become a permanent element of VTrans services. Contact and outreach to neighboring agencies such as Foothill Transit, Metrolink, Mountain Area Regional Transit (MARTA) and Riverside Transit Authority needs to occur as all of these services operate within the VTrans Service area.

#### Program funds for existing projects: PVW, Loma Linda, Claremont Senior Services, Central City Lutheran:

Federally funded projects with Pomona Valley Workshop, Loma Linda Adult Day Health, Claremont Senior Services, and Central City Lutheran Church began in FY 2011 – 12. These will be on-going projects for at least 3 years from their start dates. The federal funds supporting these operating projects will be matched by VTrans using Measure I funds. It is proposed that these projects be funded on a long term basis through the commitment (restriction) of funds available as of the end of FY 2011 – 12. This will ensure the long term availability of funding and also allow for using funding from future years on other projects.

Establish in-house technical expertise to support funded projects:

One of the missions of a CTSA is to provide technical expertise in the area of human service transportation. This could include detailed operational support of other operating agencies, grant management, federal reporting, compliance monitoring, etc. As VTrans grows and adds staff capability, a particular focus will be on the development of such expertise. The principal source of such technical expertise is the CEO. She brings many years of experience in a variety of transportation organizations. Her knowledge will be of great assistance to local agencies as they become more involved in transportation services. A Travel Training Manager with broad skills would add to the pool of technical expertise. So too would the addition of a Grants Manager also programmed for this fiscal year. The services provided by these and future staff would typically be made available to local agencies as part of the service package provided by VTrans. In the future, the organization could consider charging for the consulting services of these or other individuals to organizations outside of the San Bernardino Valley service area.

Research operation of in-house vehicle maintenance program:

As described in this Plan, establishment of a central maintenance program could be a key component of the VTrans service portfolio in the future. In order to prepare for this option, a considerable amount of detailed technical work needs to be undertaken. This will take the form of a sub-business plan. The sub-plan will be a joint effort between VTrans' consultant, Innovative Paradigms, with expertise in maintenance management programs and VTrans staff. All necessary research would be carried out within approximately the first six months of FY 12 – 13. This would allow time for programming any necessary startup expenses into the detailed operating budget for FY 13 – 14.

Prepare "Business Sub-Plan" for operation of Access ADA paratransit [see Appendix A

As presented in this Plan, some discussions have been held regarding the potential oversight of the Access ADA paratransit service by VTrans. Omnitrans is responsible for providing ADA paratransit services as a complement to its fixed route service. However, such service does not have to be directly overseen or provided directly by Omnitrans. The transit agency could choose from a variety of management approaches to the fulfillment of this requirement. At the present time, Omnitrans provides the oversight and administrative support to the ADA program. The service itself is contracted to First Transit on a multi-year basis.

The concept with a business sub-plan would be to study in detail the ramifications of transferring management oversight of the Access program to VTrans. One of the principal reasons for considering this option would be to allow VTrans to manage the deployment of services through a combination of

operators including human service agencies. Such a configuration would include a number of financial, management, and policy considerations. This proposed sub-plan would provide the forum for analyzing these considerations to arrive at a recommendation regarding the best role for VTrans in the management Access paratransit. It is proposed that SANBAG fund this study for a one year term at an amount not to exceed \$60,000. The study would be performed by a combination of outside consultants and VTrans staff.

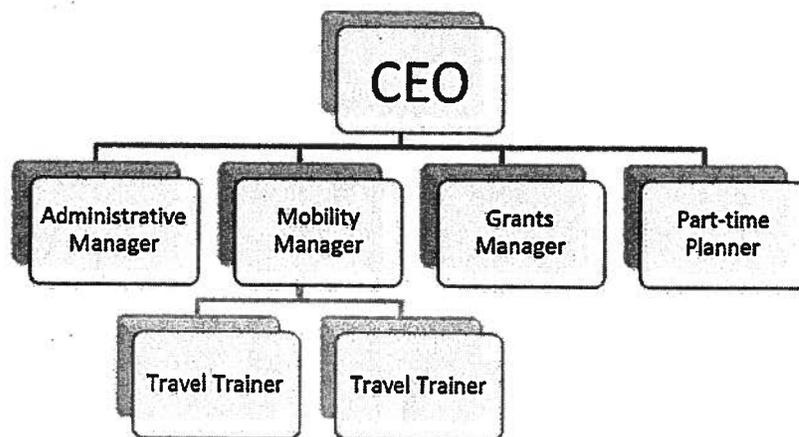
#### Part time Planner

During this year a part time planner will be hired in part to conduct the research and lead the plan for both the operation of an in house vehicle maintenance program and the "business sub plan" for the operating of Access ADA paratransit

#### Expansion of Agency Provided trips:

Provide funding for additional agency provided trips and the purchase of capital equipment. As written into the financial plan, the cost of a vehicle and start up funds for another human services agency to begin transporting their own clients and diverting them from Access Services will begin this year

## VTrans 2012-2013



**2013 – 2014 Establish vehicle maintenance program:**

Following on the research conducted in 12 – 13, VTrans would likely establish a centralized vehicle maintenance program in the San Bernardino area. The budget for year 2 includes \$250,000 for startup funds for this venture. This is meant to be the initial capital investment to open the maintenance center. The only basis on which a maintenance program would be established is that it become self-supporting from fees charged to maintenance clients. Given this perspective, it is anticipated that the initial investment of VTrans funds would be recouped over the first few years of the operation. At this time, the number of years is unspecified.

Apply for additional grant funds for agency trips projects (like PVW):

The draft plan includes the addition of 2 more agency trip programs similar to the PVW project. As this concept is further tested, it may become a significant alternative to the ADA demand response service provided through the Access program.

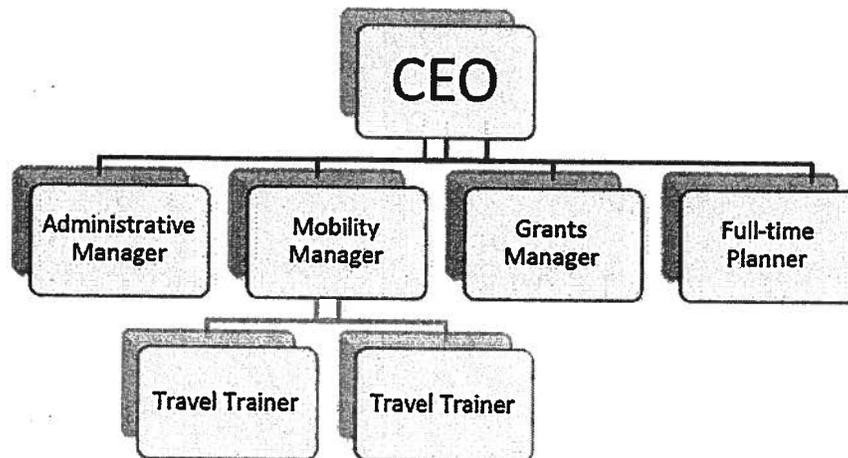
Evaluate performance of existing funded programs (e.g. PVW):

VTrans staff will continue to evaluate the performance of the existing funded projects as part of its monitoring responsibility. This will include both quantitative and qualitative measures of performance.

Bolster agency technical skills to serve as technical advisor to human service agencies (add staff to offer technical assistance to human service agencies with grant management, operations, compliance, etc.)

The part-time planner position will transition to a full-time planning spot to work on future plans and projects for the agency.

# VTrans 2013-2014



## 2014 – 2015

Staffing remains the same. At this point, a review of the 5 year plan will be undertaken, taking into consider some of the potential future projects listed and addressing the current needs of the community.

**2015-2016** – sample budget attached – will be reviewed annually

**2016-2017** - sample budget attached – will be reviewed annually

## Other projects that may occur over the life of the plan

Participation in the development of a Coordination Plan Update

Participation in the annual FTA Section 5310 call for projects

Participation in Statewide discretionary grant programs

## **VTrans Mission Statement**

A mission statement is useful to an organization as a tool to guide thinking regarding future direction and investments. The basics of a mission statement were included in the By-Laws adopted by the Board at the time of incorporation. These provisions in the By-laws serve as the basis for the specification of a formal mission statement for the organization. The material below includes the By-Laws language and suggestions for consideration in the development of a mission statement.

### **VTrans By-Laws Provisions:**

“To improve the quality and effectiveness of transportation services to senior citizens, persons with disabilities, and persons of low income through coordination of transportation services with social services and other charitable organizations within the San Bernardino Valley”

And:

“To identify, organize and service the special transit needs of senior citizens, persons with disabilities and person of low income within the San Bernardino Valley”

And:

“to provide supportive transit services to other agencies within San Bernardino Valley”

### **Sample mission statements:**

The overall mission of VTrans is to address mobility needs through innovative service design, development and implementation of creative solutions and alternatives to conventional public transit and paratransit services where need dictates service.

A place where cooperative service designs that are dedicated to low-cost effective strategies and the ability to experiment to find the best possible resources as the lowest possible cost that are responsive to the needs of the community.

VTrans strives to fund the lowest cost effective alternative to conventional services.

VTrans will support multi- tiered approaches and efforts to offer cost effective alternatives and is committed to advances in innovative strategies.

VTrans is a dedicated partner, financial, technical and supportive to local social service agencies and supports the advancement of creative locally developed transportation

projects in all forms as alternatives to conventional public transit services as a more affordable cost and enhanced quality of service to individuals.

VTrans is dedicated to providing high quality compassionate special transportation services tailored to meet the high level needs of special populations while building additional capacity into the public transit system.

## Appendix A

### **Business Sub-Plan: Assume Management of Access paratransit**

Overview: This mini-plan is for purposes of defining issues related to the assumption of *management oversight* of the Access paratransit service from Omnitrans. Proposed Plan elements are listed below. The goal of the planning process would be to document the critical issues and steps necessary to make such a transition and to support the dialogue between agencies that would be required in order to accomplish startup. Key elements of the Plan are proposed to include:

#### Benefits of VTrans Management

**Integrated System:** ADA paratransit with human service transportation; VTrans could make/help make decisions about which service best meets the needs of individual agencies or clients.

**Centralized Management:** VTrans could fill the role of central manager reporting to Omnitrans for ADA compliance purposes.

**Cost Savings:** VTrans could take responsibility for finding the most efficient method for meeting demand and channeling resources/funding toward that operator or service type

#### Finance Issues

Total current Access operating contract expenditures

Total current Omnitrans cost allocation to Access

Funding commitment details (can funding that is allocated to operations and overhead be assigned to another agency?)

#### Operations Issues

Who owns/leases facility? VTrans, vendor, Omnitrans?

Does equipment ownership remain with Omnitrans?

Does Trapeze ownership remain with Omnitrans?

Agreements for transfer of assets or responsibility for assets if retained by Omnitrans

#### Management Structure for Access Oversight

VTrans Management structure

Omnitrans management structure (does Omnitrans retain full time management to oversee VTrans?)

Consolidated Org Chart

#### ADA structure issues

Responsibility for ADA eligibility?

Number of new applications monthly/annual

Number of recertifications monthly/annual; interval for recert

Who at Omnitrans handles these?

Are any functional assessments used now?

Any stats on eligibility status: full eligibility, conditional, ineligible (denials),

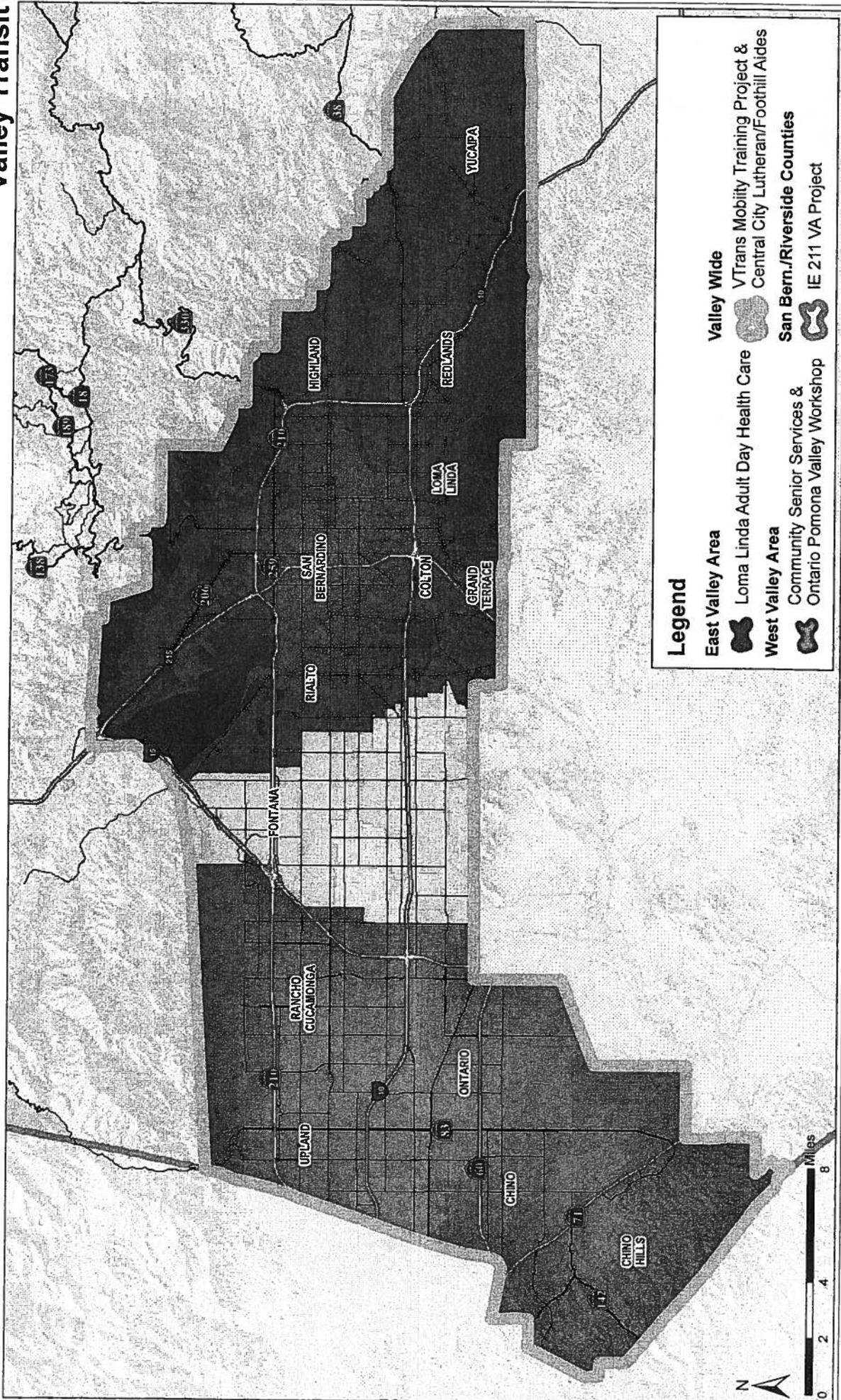
How is professional verification handled? If a doctor signs, is that all it takes?

Appeal process? Who handles this? How many do they get?

Management of retired paratransit vehicles (distribution to human service agencies?)

Consider in house operation and the ability to organize trips

# Project Areas Valley Transit



**Population Age 65 and Older**

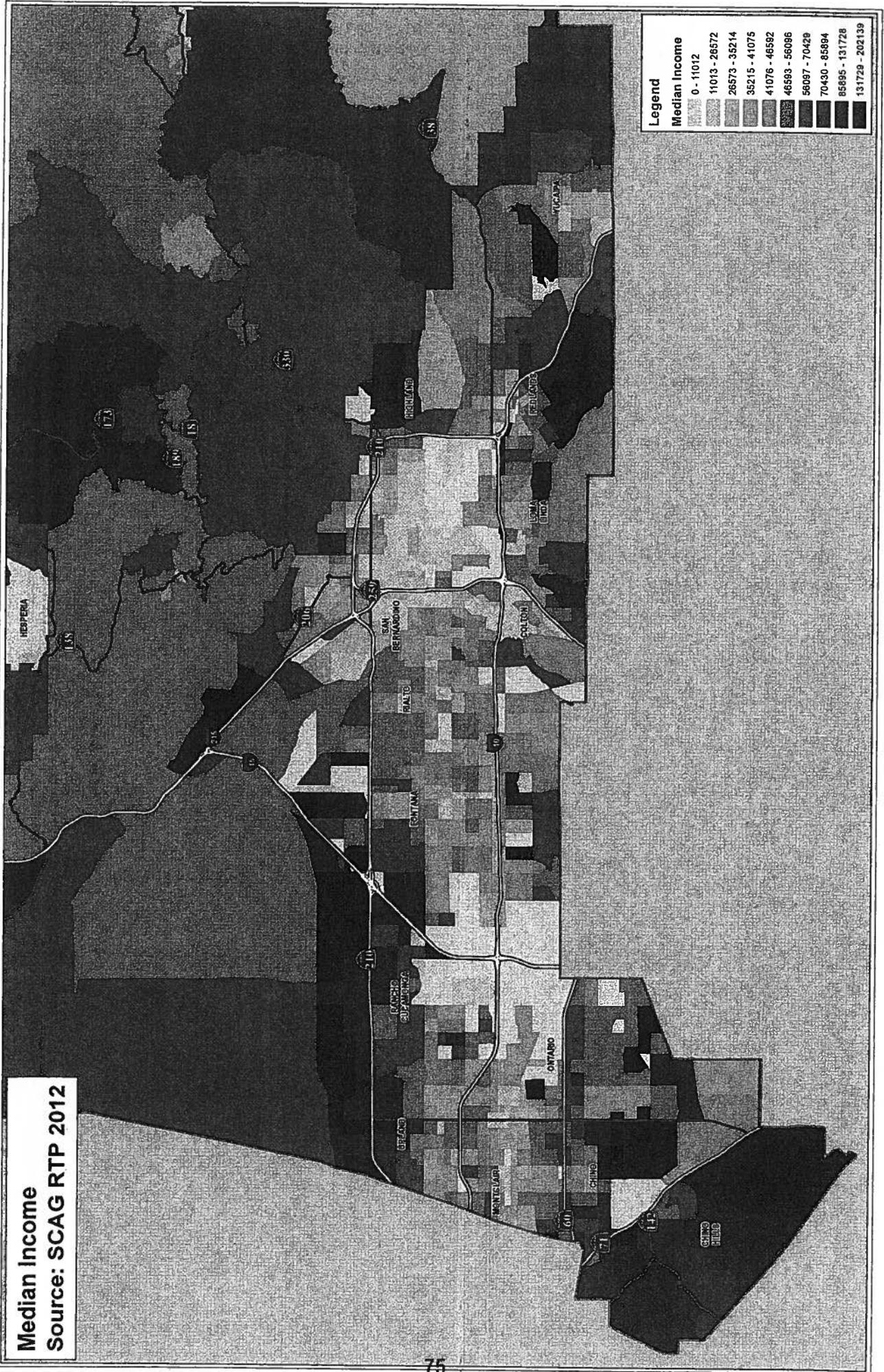


**Legend**

| Population | Age 65+                    |
|------------|----------------------------|
| 0 - 17     | [Lightest Gray Swatch]     |
| 18 - 42    | [Light Gray Swatch]        |
| 43 - 67    | [Medium-Light Gray Swatch] |
| 68 - 94    | [Medium Gray Swatch]       |
| 95 - 126   | [Dark-Medium Gray Swatch]  |
| 127 - 167  | [Dark Gray Swatch]         |
| 168 - 222  | [Very Dark Gray Swatch]    |
| 223 - 320  | [Darkest Gray Swatch]      |
| 321 - 467  | [Black Swatch]             |
| 468 - 799  | [Darkest Gray Swatch]      |



**Median Income**  
**Source: SCAG RTP 2012**

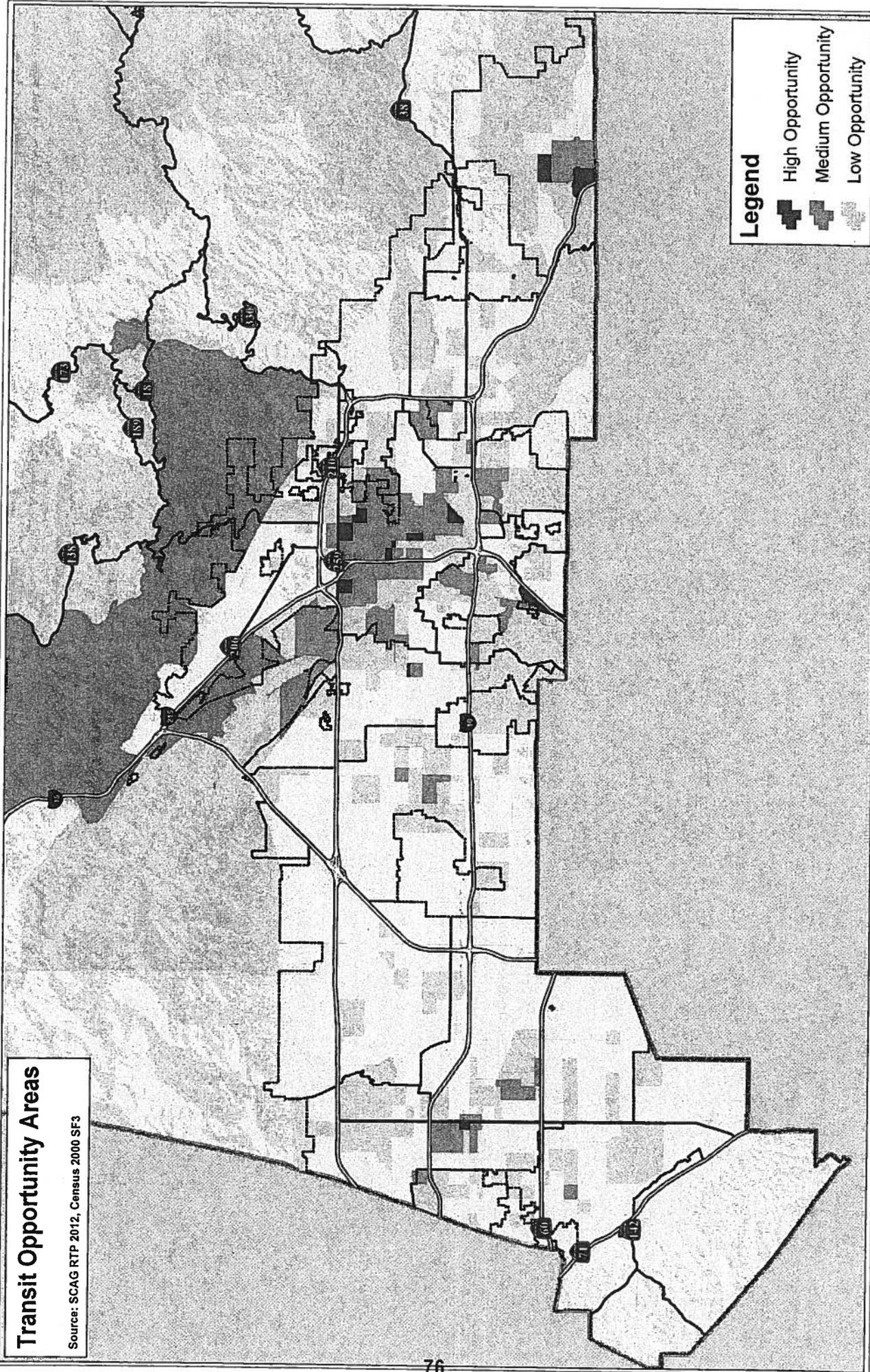


**Legend**

| Median Income   |
|-----------------|
| 0 - 11012       |
| 11013 - 26572   |
| 26573 - 35214   |
| 35215 - 41075   |
| 41076 - 46582   |
| 46583 - 56096   |
| 56097 - 70429   |
| 70430 - 85884   |
| 85885 - 131728  |
| 131729 - 202139 |

# Transit Opportunity Areas

Source: SCAG RTP 2012, Census 2000 SF3



## Legend

- High Opportunity
- Medium Opportunity
- Low Opportunity

## Appendix C

### Capital Useful Life Schedule

|                    |         |
|--------------------|---------|
| Buses – Cutaway    | 7 Years |
| Buses – Vans       | 5 Years |
| Computer equipment | 3 Years |

| Income  | YTD Mar 11 |        | April  | May     | June   | Total FY 10-11 | FY 2010-11 | FY 2011-12 | FY 2012-13    | FY 2013-14    | FY 2014-15    | FY 2015-16    | FY 2016-17    |
|---|------------|--------|--------|---------|--------|----------------|------------|------------|---------------|---------------|---------------|---------------|---------------|
|   | Actual     | Budget | Actual | Actual  | Actual | Actual         | Actual     | Projected  | Annual Budget |
| 491001 - Fees Revenue                                     |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 499003 - Advertising Revenue                              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 497008 - Gain on Sale of Assets                           |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 497007 - Other Income (Carryover Unrestricted)            |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 498002 - Measure (Carryover Restricted)                   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 498002 - Measure (OP Revenue)                             |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 498006 - ADA Operating Revenue                            | 50000      |        |        | 1619791 |        | 1,669,791      | 1,700,000  | 1,896,104  | 1,916,000     | 1,973,480     | 2,032,684     | 2,093,865     | 2,156,475     |
| 499007 - JARC Operating Rev                               |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 499006 - New Freedom Operating Revenue                    |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 499101 - TDA Article 4.5 Capital Revenue                  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 499102 - Measure I Capital Revenue                        |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 414001 - Interest Income                                  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 464001 - Section 519 Revenue                              | 50000      |        |        | 1619791 | 0      | 1,669,791      | 1,700,000  | 1,915,291  | 2,105,564     | 1,981,355     | 2,040,853     | 2,102,347     | 2,165,591     |
| Expense   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 601001 - Payroll  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 602100 - Payroll Taxes                                    |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 602002 - Workers Comp                                     |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 602003 - Medical Expense                                  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 602004 - Dental Expense                                   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603001 - Professional Services                            |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603001 - Consulting Services                              | 41417      |        |        | 12000   |        | 53,417         | 50,000     | 144,734    | 135,000       | 75,000        | 75,000        | 75,000        | 75,000        |
| 603001 - Accounting Services                              | 2673       |        | 2623   | 3000    |        | 5,673          | 5,000      | 22,991     | 50,000        | 50,000        | 50,000        | 50,000        |               |
| 603001 - Information Services                             | 13671      |        | 4262   | 5000    |        | 18,933         | 16,750     | 42,033     | 32,500        | 32,500        | 32,500        | 32,500        |               |
| 603002 - Outside Services                                 | 57561      |        | 6604   | 20000   |        | 84,165         | 71,750     | 209,726    | 157,500       | 157,500       | 157,500       | 157,500       |               |
| 603003 - Temporary Services                               |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603004 - Equipment Repair                                 |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603006 - Facility   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603005 - Facility Rent                                    |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603005 - Facility Repair                                  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603008 - Community Service Projects                       |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603008 - Matching funds for grants (Operating)            |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603008 - Matching funds for grants (Capital)              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603008 - Matching funds for grants (Capital)              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 603008 - Program Grant Funds                              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 604001 - Maintenance - Fleet                              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 604002 - Fuel   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 604006 - Office Supplies                                  | 368        |        | 368    | 200     |        | 568            | 500        | 1,464      | 12,300        | 12,731        | 13,113        | 13,506        |               |
| 604006 - Postage  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 604010 - Dues & Publications                              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 605001 - Telephones                                       |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 605001 - Utilities  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 605001 - Premiums   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 606021 - Computer Supplies and Software                   | 1722       |        |        |         |        | 1,722          | 1,500      | 3,069      | 15,000        | 16,380        | 17,199        | 18,059        |               |
| 606021 - Computer Supplies and Software                   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 606021 - Minor Office Furnish & Eqpt                      |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 607001 - Travel/License/Dues/Permits                      |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 608001 - Travel   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 609002 - Professional Development                         | 5527       |        |        |         |        | 5,527          | 5,000      | 2,526      | 20,000        | 20,600        | 21,216        | 21,855        |               |
| 609003 - Uniforms   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 609008 - Fines and Penalties                              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 610001 - Interest Expense                                 |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 610001 - Interest Expense                                 |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 612002 - Equipment Rental                                 |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 613001 - Depreciation-Grant Equipment                     |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 613002 - Depreciation-Non Grant Equip                     |            |        |        |         |        |                |            |            |               |               |               |               |               |
| 614001 - Miscellaneous                                    |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Total Expense   | 65176      |        | 7200   | 21000   | 500    | 73,376         | 65,000     | 2,365,576  | 2,865,578     | 2,411,550     | 2,411,550     | 2,411,550     | 2,411,550     |
| Net Income  | -18176     |        | -7000  | 168771  | -46000 | 1,638,415      | 1,634,000  | 1,530,715  | 1,377,536     | 1,551,930     | 1,621,134     | 1,682,315     | 1,744,925     |
| Category of Restricted Funds                              |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Current Year (Unrestricted) Funds                         |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Transfer from Unrestricted for Community Service Projects |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Transfer from Restricted for Operating Contingencies      |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Balance Forward   |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Balance of Unrestricted Funds                             |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Current Year Income/Loss                                  |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Transfer To Restricted for Community Projects             |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Transfer To Restricted for Operating Contingencies        |            |        |        |         |        |                |            |            |               |               |               |               |               |
| Balance Forward   |            |        |        |         |        |                |            |            |               |               |               |               |               |

Proposed Project Listing  
Spending & Source of Funding Plan  
Updated: 4-10-12

FY 2014-12  
Proposed

FY 2012-13  
Annual Budget

FY 2013-14  
Annual Budget

FY 2014-16  
Annual Budget

FY 2015-16  
Annual Budget

FY 2016-17  
Annual Budget

TOTAL  
Restricted

Mobility Training  
Operating - Measure I  
JARC Operating Revenue  
New Freeston Revenue

79,841  
189,801  
119,761

82,236  
205,590  
123,354

94,702  
211,757  
127,055

87,543  
218,110  
130,867

100,469  
224,653  
134,793

Loma Linda  
Operating - Measure I  
Capital - Measure I

37,865

39,892

41,089

42,321

Panorama Valley  
Operating - Measure I  
Capital - Measure I

62,809  
24,445

66,251  
11,906

68,239

70,286

Central City Lutheran  
Operating - Measure I  
Capital - Measure I

12,743  
14,715

22,930

23,618

24,326

Community Senior Services  
Operating - Measure I  
Capital - Measure I

58,000

130,000

133,900

137,917

VA Grant  
Capital - Measure I

85,810

Omnitrens  
Operating - Measure I  
Capital - Measure I

8,000

Agency Trns Project  
Operating - Measure I  
Capital - Measure I

66,950  
25,000

68,959

71,027

Agency Trns Project  
Operating - Measure I  
Capital - Measure I

66,950  
25,000

66,959

71,027

Agency Trns Project  
Operating - Measure I  
Capital - Measure I

65,000  
25,000

66,950

68,959

Maintenance Service Start-Up  
Operating - Measure I  
Capital - Measure I

250,000

Capital Replacement Program  
Operating - Measure I  
Capital - Measure I

15,000

168,751

Federal Grant Match  
Operating - Measure I

225,000

300,000

475,000

Total Project Plan

474,028 319,362 1,028,010 328,944 883,540 338,812 1,048,333 348,976 686,125 359,446

Funding Source Recap  
Operating - Measure I  
Capital - Measure I  
JARC Operating Revenue  
New Freeston Capital Revenue  
Total Source Summary

316,758  
157,770  
0  
199,601  
119,761  
474,028

0  
61,559  
0  
205,590  
123,354  
328,944

0  
26,906  
0  
211,757  
127,055  
338,812

0  
0  
0  
218,110  
130,867  
348,976

0  
0  
0  
0  
0  
686,125

Restricted Reserve by Year  
Cumulative Restricted Usage

474,028 1,302,038 2,385,578 3,413,910 4,120,035

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- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 7

**Date:** August 16, 2012

**Subject:** License agreement for use of SANBAG right-of-way at Hellman Avenue with the City of Rancho Cucamonga.

**Recommendation:\*** That the Committee recommend the Board approve Contract No. R13037 with the City of Rancho Cucamonga for construction, maintenance, operation, and repair of a storm drain facility crossing under the railroad tracks contingent upon Southern California Regional Rail Authority construction approval.

**Background:** Between 1991 and 1993, SANBAG acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

Historically, the management services provided to SANBAG by LACMTA has included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided the LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately 1,050 licenses, leases,

\*

*Approved*  
 Commuter Rail Transit Committee

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

|     |     |   |     |   |      |     |
|-----|-----|---|-----|---|------|-----|
| COG | CTC | X | CTA | X | SAFE | CMA |
|-----|-----|---|-----|---|------|-----|

Check all that apply.

CRTC1208c-maa

Attachments: R13037

and agreements that generate roughly \$400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, this Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The license to be granted per this item will be for an underground crossing of SANBAG's right-of-way property commonly known as the San Gabriel Subdivision San Bernardino, at Hellman Avenue north of 8<sup>th</sup> Street in the City of Rancho Cucamonga at Metrolink Mile Post 39.60 (SANBAG Mile Post 98.2). The approximate area needed for the crossing is 1,180 square feet.

The license does allow SANBAG to terminate its use with 30 days prior written notice. Additionally, the City of Rancho Cucamonga has provided \$1,000 in upfront administrative fees to Epic for preparation of the license agreement.

It may be necessary to refine the boiler-plate license agreements. Therefore, staff will work with General Counsel to develop a policy governing future licenses, leases and agreements for SANBAG's right-of-way and property. Options would likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee.

***Financial Impact:*** Approval of this item will result in the payment of \$1,000 by the City of Rancho Cucamonga as a one-time administrative fee to Epic Land Solutions, Inc. The license fee will be collected by Epic Land Solutions, Inc. on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail systems/assets.

***Reviewed By:*** This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the Contract.

***Responsible Staff:*** Mitch Alderman, Director of Transit and Rail Programs



## CONTRACT SUMMARY SHEET

Contract No. R 13037 Amendment No. \_\_\_\_\_

By and Between

San Bernardino Associated Governments and City of Rancho Cucamonga

Contract Description License Agreement

**Board of Director's Meeting Date:** September 5, 2012

**Overview of BOD Action: Recommendation:** That the Committee recommend the Board approve Contract #R13037 with the City of Rancho Cucamonga for construction, maintenance, operation, and repair of a storm drain facility crossing under the railroad tracks contingent upon Southern California Regional Rail Authority construction approval.

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

|   |           |              |  |           |                 |
|---|-----------|--------------|--|-----------|-----------------|
| Original Contract Amount  | \$        | 1,000        | Original Contingency Amount  | \$        |                 |
| Revised Contract Amount<br><i>Inclusive of prior amendments</i> | \$        |              | Revised Contingency Amount<br><i>Inclusive of prior amendments</i> | \$        |                 |
| Current Amendment Amount  | \$        |              | Contingency Amendment  | \$        |                 |
| <b>TOTAL CONTRACT VALUE</b>                                     | <b>\$</b> | <b>1,000</b> | <b>TOTAL CONTINGENCY VALUE</b>                                     | <b>\$</b> |                 |
| <b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>    |           |              |  |           | <b>\$ 1,000</b> |

|                               |                                  |                                  |
|-------------------------------|----------------------------------|----------------------------------|
| Contract Start Date<br>9/5/12 | Current Contract Expiration Date | Revised Contract Expiration Date |
|-------------------------------|----------------------------------|----------------------------------|

Has the contract term been amended?  No  Yes - please explain.

### FINANCIAL INFORMATION

- Budget authority for this contract currently exists in Task No. \_\_\_\_\_.
- A Budget Amendment is required. How are we funding current FY? N/A Receivable Contract
- Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

- Retention? If yes, indicate % \_\_\_\_\_.
- Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %  
  Underutilized DBE (UDBE) Goal \_\_\_\_\_ %

|                                      |                              |      |
|--------------------------------------|------------------------------|------|
| Task Manager (Print Name)            | Signature Mitch A. Alderman  | Date |
| Project Manager (Print Name)         | Signature Mitch A. Alderman  | Date |
| Contracts Administrator (Print Name) | Signature Jeffery Hill       | Date |
| Chief Financial Officer (Print Name) | Signature William Starwarski | Date |

# SANBAG ORIGINAL

CONTRACT NO.  
CO 12-035

File: RSSB003745  
SCRRA S0000160  
SANBAG No. R13037

## LICENSE AGREEMENT

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CITY OF RANCHO CUCAMONGA

**LICENSE AGREEMENT**

This LICENSE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2012 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and **CITY OF RANCHO CUCAMONGA**, a municipal corporation ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

**PART I**

**BASIC LICENSE PROVISIONS**

1. Description of License Property:

An underground crossing of SANBAG's Right-of-Way property commonly known as the San Gabriel Subdivision San Bernardino, at Hellman Avenue northerly of 8<sup>th</sup> Street in the City of Rancho Cucamonga, County of San Bernardino at SCRRA Mile Post 39.60, SANBAG Mile Post 98.2

Approximate area:

One Thousand One Hundred Eighty Square Feet (1,180 Sq. Ft.) (§1.1)

2. Use of License Property:

Construction, maintenance, operation, and repair of one (1) one hundred twenty inch (120") diameter RCP storm drain and one (1) forty eight inch (48") diameter lateral junction structure, and no other uses (§1.1, §10)

3. Commencement Date:

May 1, 2012 (§1.2)

4. Term (circle one):

- A. Month-to-month
- B. ~~N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice~~ (§1.2)

5. License Fees:

- A. Base License Fee:  
\$N/A per month, payable:
  - a. ~~Annually in advance~~
  - b. ~~Monthly in advance~~ (§2.1)

- (B) Additional License Fee:
- (a) One time administrative fee: \$1,000.00
  - b. ~~Other fees:~~ \$N/A (\$2.1)
- C. Base License Fee Adjustment Dates (Not applicable)
- a. ~~Annually based on CPI~~
  - b. ~~At intervals of not less than three (3) years based on current fair market rent~~ (\$2.2)
6. Insurance Amount (See Exhibit "B") (\$16)
7. SANBAG's Address:  
 SAN BERNARDINO ASSOCIATED GOVERNMENTS  
 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
 San Bernardino, California 92410-1715  
 Attn: Mitchell A. Alderman P.E. (\$24.1)
8. Licensee's Address:  
 CITY OF RANCHO CUCAMONGA  
 10500 Civic Center Drive  
 P.O. Box 807  
 Rancho Cucamonga, CA 91729 (\$24.1)  
 Attn: Mark Steuer  
 Director of Engineering Services / City Engineer  
 909-477-2740 ext. 4011
9. Facility:  
 One (1) One hundred twenty inch (120") RCP storm drain at a depth of 17.5 feet from the top of the rail to top of the pipe and one (1) forty eight inch (48") diameter lateral junction structure at a depth of 22.5 feet from current ground level to top of pipe. (\$1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SANBAG:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: \_\_\_\_\_

Name: Janice Rutherford

Title: Board President

LICENSEE:

CITY OF RANCHO CUCAMONGA

By:  \_\_\_\_\_

Name:

Title:

**INDEX TO LICENSE AGREEMENT - PART II**

| <u>Section</u>  | <u>Page</u> |
|---|-------------|
| 1. GRANT OF LICENSE/TERM .....                        | 1           |
| 2. PAYMENTS .....                                     | 1           |
| 3. TAXES.....   | 2           |
| 4. CONSTRUCTION.....                                  | 2           |
| 5. CONTRACTORS; APPROVAL AND INSURANCE.....           | 2           |
| 6. REIMBURSEMENT .....                                | 3           |
| 7. LIENS .....  | 3           |
| 8. MAINTENANCE AND REPAIR.....                        | 3           |
| 9. LANDSCAPING .....                                  | 3           |
| 10. USE.....  | 4           |
| 11. ABANDONMENT .....                                 | 4           |
| 12. BREACH .....                                      | 4           |
| 13. SURRENDER.....                                    | 4           |
| 14. INDEMNIFICATION.....                              | 4           |
| 15. ASSUMPTION OF RISK AND WAIVER .....               | 5           |
| 16. INSURANCE.....                                    | 5           |
| 17. TESTS AND INSPECTIONS.....                        | 5           |
| 18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY ..... | 6           |
| 19. UNDERGROUND STORAGE TANKS.....                    | 6           |
| 20. SUBORDINATE RIGHTS .....                          | 6           |
| 21. COMPLIANCE WITH LAWS .....                        | 7           |
| 22. CONDEMNATION .....                                | 7           |
| 23. MARKERS .....                                     | 7           |
| 24. GENERAL PROVISIONS.....                           | 7           |

Exhibits:

- "A" License Property
- "B" Insurance Requirements
- "C" Permitted Hazardous Materials
- "D" Additional Provisions

## PART II - GENERAL LICENSE PROVISIONS

### 1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

### 2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

#### 2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the

numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

### 3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

### 4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

### 5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain

and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

#### **6. REIMBURSEMENT**

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

#### **7. LIENS**

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

#### **8. MAINTENANCE AND REPAIR**

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

#### **9. LANDSCAPING**

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

**10. USE**

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

**11. ABANDONMENT**

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

**12. BREACH**

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

**13. SURRENDER**

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

**14. INDEMNIFICATION**

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

#### 15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

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

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

#### 16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

#### 17. TESTS AND INSPECTIONS

SANBAG shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

**18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY**

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

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

**19. UNDERGROUND STORAGE TANKS**

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

**20. SUBORDINATE RIGHTS**

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of

Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

**21. COMPLIANCE WITH LAWS**

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

**22. CONDEMNATION**

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

**23. MARKERS**

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

**24. GENERAL PROVISIONS**

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will NOT oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any -public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

|   |
|---|
| Licensee  |
|  |
| SANBAG  |

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License

Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

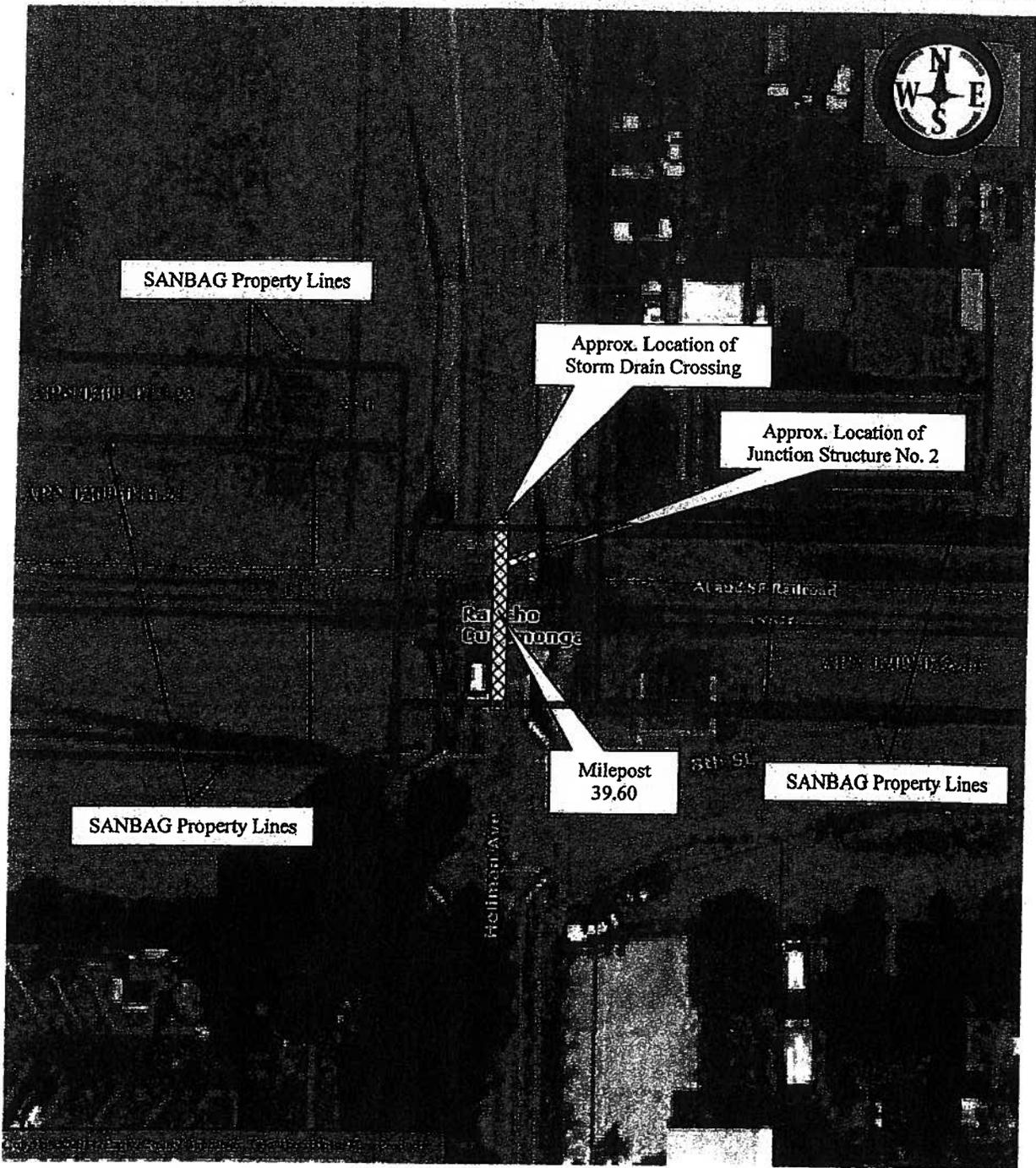
24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

# EXHIBIT "A"



One 12-Foot Diameter, R.C.P. (5000 D) Storm Drain  
 One 4-Foot Diameter Junction Structure (6 Feet in Length)

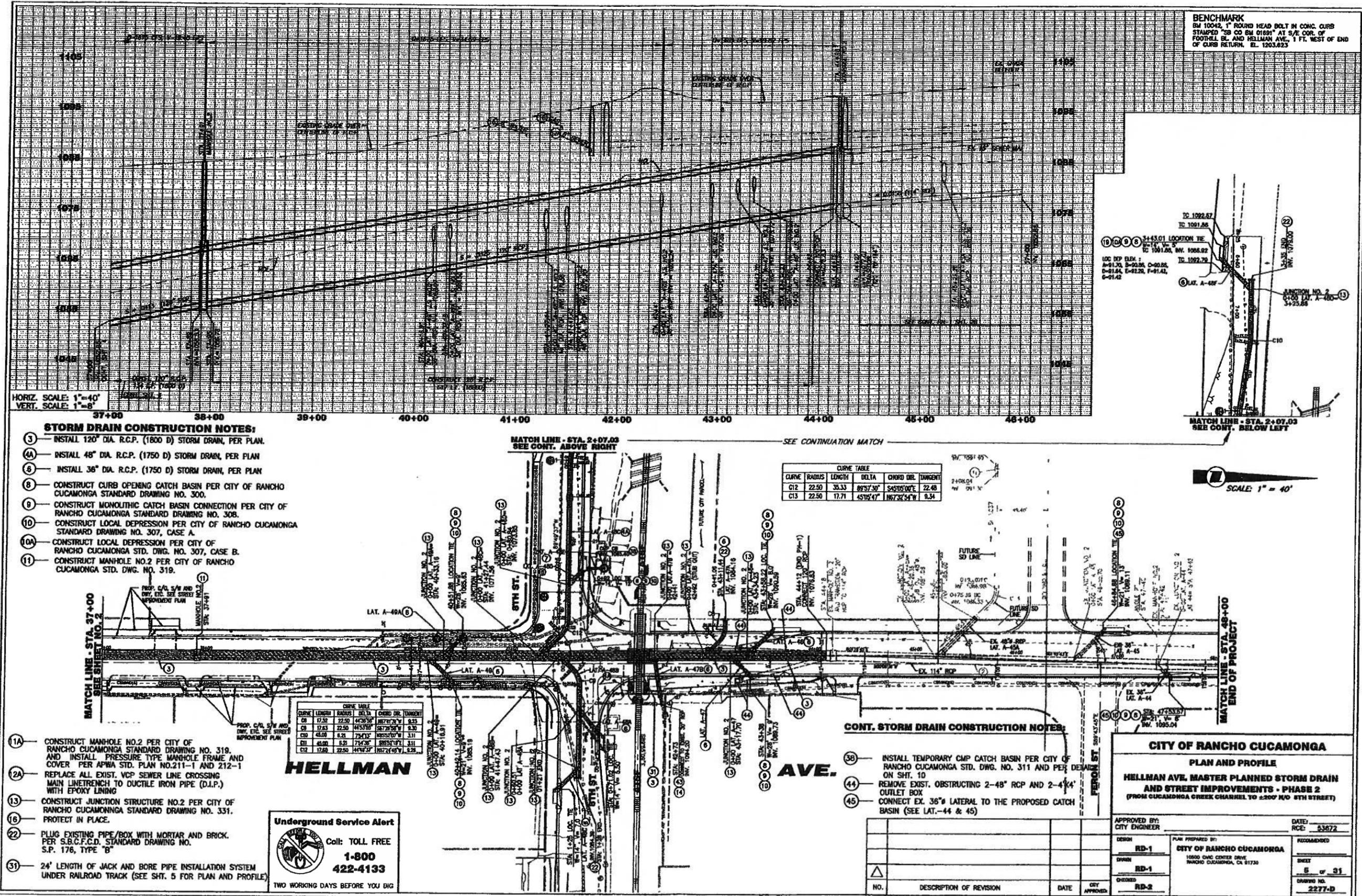
APN: 0209-013-21 & 0209-032-44

Date 3/22/2012

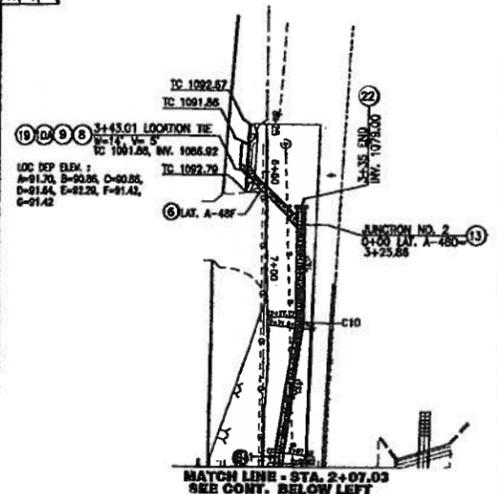
|                                     |                             |   |
|-------------------------------------|-----------------------------|---|
| Branch/Line<br>San Gabriel Sub - SB | Thomas Guide Grid<br>602 H4 | Lessee/Licensee<br>City of Rancho Cucamonga   |
| County<br>San Bernardino            | Scale<br>NTS                | SANBAG File Number<br>RSSB003745              |
| Area<br>2,740 Sq. Ft.               | City<br>Rancho Cucamonga    | Nearest Cross Street<br>Hellman Ave & 8th St. |
| Map Reference<br>SSB-SB             | Use<br>Storm Drain          | SCRRRA MP<br>39.6                             |
|                                     |                             | SANBAG MP<br>98.2                             |

**Governments**  
**SANBAG**  
 Working Together

**SAN BERNARDINO**  
**ASSOCIATED GOVERNMENTS**  
 1170 W. 3rd Street, 2nd Floor  
 San Bernardino, CA 92410-1715



**BENCHMARK**  
BM 10042, 1" ROUND HEAD BOLT IN CONC. CURB  
STAMPED "SB CO BM 01891" AT S/E COR. OF  
FOOTHILL BL. AND HELLMAN AVE., 1 FT. WEST OF END  
OF CURB RETURN. EL. 1003.823



- STORM DRAIN CONSTRUCTION NOTES:**
- 3 - INSTALL 120" DIA. R.C.P. (1800 D) STORM DRAIN, PER PLAN.
  - 4A - INSTALL 48" DIA. R.C.P. (1750 D) STORM DRAIN, PER PLAN
  - 6 - INSTALL 36" DIA. R.C.P. (1750 D) STORM DRAIN, PER PLAN
  - 8 - CONSTRUCT CURB OPENING CATCH BASIN PER CITY OF RANCHO CUCAMONGA STANDARD DRAWING NO. 300.
  - 9 - CONSTRUCT MONOLITHIC CATCH BASIN CONNECTION PER CITY OF RANCHO CUCAMONGA STANDARD DRAWING NO. 308.
  - 10 - CONSTRUCT LOCAL DEPRESSION PER CITY OF RANCHO CUCAMONGA STANDARD DRAWING NO. 307, CASE A.
  - 10A - CONSTRUCT LOCAL DEPRESSION PER CITY OF RANCHO CUCAMONGA STD. DWG. NO. 307, CASE B.
  - 11 - CONSTRUCT MANHOLE NO.2 PER CITY OF RANCHO CUCAMONGA STD. DWG. NO. 319.

**CURVE TABLE**

| CURVE | RADIUS | LENGTH | DELTA     | CHORD BEG. TANGENT |
|-------|--------|--------|-----------|--------------------|
| C12   | 22.50  | 35.33  | 89°57'30" | 54°55'00" 22.48    |
| C13   | 22.50  | 17.71  | 45°15'47" | 167°32'54" 8.34    |

- 14 - CONSTRUCT MANHOLE NO.2 PER CITY OF RANCHO CUCAMONGA STANDARD DRAWING NO. 319, AND INSTALL PRESSURE TYPE MANHOLE FRAME AND COVER PER APWA STD. PLAN NO.211-1 AND 212-1
- 24 - REPLACE ALL EXIST. VCP SEWER LINE CROSSING MAIN LINTRENCH TO DUCTILE IRON PIPE (D.I.P.) WITH EPOXY LINING
- 13 - CONSTRUCT JUNCTION STRUCTURE NO.2 PER CITY OF RANCHO CUCAMONGA STANDARD DRAWING NO. 331.
- 16 - PROTECT IN PLACE.
- 22 - PLUG EXISTING PIPE/BOX WITH MORTAR AND BRICK, PER S.B.C.F.C.D. STANDARD DRAWING NO. S.P. 176, TYPE "B"
- 31 - 24' LENGTH OF JACK AND BORE PIPE INSTALLATION SYSTEM UNDER RAILROAD TRACK (SEE SH. 5 FOR PLAN AND PROFILE)

**Underground Service Alert**

Call: TOLL FREE  
**1-800-422-4133**

TWO WORKING DAYS BEFORE YOU DIG

- CONT. STORM DRAIN CONSTRUCTION NOTES:**
- 36 - INSTALL TEMPORARY CMP CATCH BASIN PER CITY OF RANCHO CUCAMONGA STD. DWG. NO. 311 AND PER DETAIL ON SH. 10
  - 44 - REMOVE EXIST. OBSTRUCTING 2-48" RCP AND 2-4" 4' OUTLET BOX
  - 45 - CONNECT EX. 36" LATERAL TO THE PROPOSED CATCH BASIN (SEE LAT.-44 & 45)

**CITY OF RANCHO CUCAMONGA**

**PLAN AND PROFILE**  
**HELLMAN AVE. MASTER PLANNED STORM DRAIN AND STREET IMPROVEMENTS - PHASE 2**  
(FROM CUCAMONGA CREEK CHANNEL TO ±200' W/O 5TH STREET)

APPROVED BY: CITY ENGINEER  
DATE: 5/26/72  
RCE: 53872

DESIGN: RD-1  
DRAWN: RD-1  
CHECKED: RD-2

PLANNED BY: CITY OF RANCHO CUCAMONGA  
10800 CHOC CENTER DRIVE  
RANCHO CUCAMONGA, CA 91730

SHEET: 6 OF 31  
DRAWING NO. 2277-D

**Exhibit "B"**

**INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS**

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance** (Check all applicable boxes)

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterments.
- Insurance Services Office Railroad Protective Liability
- Contractor's Pollution Liability with coverage for:
  - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
  - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
  - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
  - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

**Minimum Limits of Insurance** (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- Contractors Pollution Liability: \$1,000,000 per occurrence \$2,000,000 annual aggregate.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

**Exhibit "C"**

**Permitted Hazardous Materials**

No hazardous materials are permitted to be used or stored on License Property.

## EXHIBIT "D-2"

### SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.
2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.
3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.
4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge(EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.
5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.
6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF, and a BNSF flagman/EIC present during all construction and related activities.
7. The contractor shall comply with all environmental and third party permits as required by the work.
8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.
9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.
10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.
11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.
12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.
13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 8

**Date:** August 16, 2012

**Subject:** CEQA for Downtown San Bernardino Passenger Rail Project

**Recommendation:**\* That the Committee recommend that the Board acting as the San Bernardino County Transportation Commission:

1. Adopt Resolution No. 13-004 for the Downtown San Bernardino Passenger Rail Project:
  - A. Certifying the Final Environmental Impact Report (EIR),
  - B. Adopting Findings of Fact and Statement of Overriding Considerations,
  - C. Adopting the Mitigation Monitoring and Reporting Program (MMRP)
2. Approve the Proposed Project as outlined in Section ES.3 Description of Proposed Action/Proposed Project included in the Final EIR and more fully defined below.

**Background:** **Project Overview and Alternatives.** The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission (Commission), is proposing to extend Metrolink commuter passenger rail service approximately 1 mile east from its current terminus at the existing San Bernardino Metrolink Station/Santa Fe Depot (Depot) located at 1170 West 3rd Street, San Bernardino, to new Metrolink commuter rail platforms at the proposed San Bernardino Transit Center (SBTC) near the intersection of Rialto Avenue and E Street in the City of San Bernardino (City), California.

The project includes the following:

\*

*Approved*  
 Commuter Rail and Transit Committee

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

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

|     |  |     |   |     |  |      |  |     |  |
|-----|--|-----|---|-----|--|------|--|-----|--|
| COG |  | CTC | X | CTA |  | SAFE |  | CMA |  |
|-----|--|-----|---|-----|--|------|--|-----|--|

Check all that apply.  
 CRTC1208a-rpg.doc

Railroad Track Improvements: Track improvements include realignment of the existing railroad track and construction of a second track parallel to the existing track, extending from the Depot to the proposed rail platforms near Rialto Avenue and E Street. The Project also includes realignment and reconstruction of the two mainline tracks at the Depot and improvements to the Burlington Northern Santa Fe (BNSF) Railway Short Way.

San Bernardino Metrolink Station/Santa Fe Depot: The Project would involve track and platform, pedestrian access, and parking lot improvements at the Depot. An Americans with Disabilities Act (ADA)-compliant pedestrian overpass bridge would be constructed at the Depot, possibly in the Mission Revival architectural style. Two new platforms would be constructed north of the Depot, with new benches, canopies, platform amenities, ticket vending machines, lighting, and closed-circuit television security cameras that would serve both Metrolink and Amtrak passengers. In addition, minor interior and exterior improvements are proposed for the Depot that include the following: (1) installation of new window awnings, (2) new exterior and interior way-finding signage for bathrooms and SANBAG's/SCAG/Whistle Stop Café/Museum, (3) new clock in the lobby, (4) new sign in the lobby that details the railroad's role in creating time zones and (5) new monumental sign and flagpole to be placed at the Depot entrance.

The parking lot located directly east of the Depot would be reconfigured to accommodate additional vehicles and landscaping, necessitating the realignment of 3<sup>rd</sup> Street.

E Street Rail Platforms: The Project would include the installation of three new station platforms, canopies, benches, mini-high ramps, variable message signs, lighting, closed-circuit television security cameras, drinking fountains, ticket vending machines, and trash receptacles near intersection of Rialto Avenue and E Street.

Omnitrans Bus Facility: The Omnitrans Bus Facility would include up to 22 bus bays and a bus circulation roadway with bus turnabouts, as well as frontage street access improvements, pedestrian access improvements (e.g. crosswalks), new 265-space parking lot, and associated support facilities (e.g. security and lighting).

Pedestrian Connection to San Manuel Stadium: A lighted pedestrian pathway that would connect the proposed rail platforms to San Manuel Stadium may be included as part of the Project. The following amenities would be provided: park benches, trash disposals, and bicycle racks.

Street Improvements: The intersection of K Street and 3<sup>rd</sup> Street would be reconfigured as the west leg of a new T intersection. I Street at Rialto Avenue

would be converted to a cul-de-sac on the south side, with the north leg of the intersection converted to a right-in/right-out configuration. Other improvements are proposed. The changes to the roadway system would require approval of a General Plan Amendment to the City of San Bernardino's Circulation Map of the 2005 General Plan Update.

Rail Alignment at I-215 Freeway: The I-215 freeway overpass was designed and constructed to accommodate the existing single track alignment within the Redlands Subdivision and would necessitate the use of compound horizontal curves in order to maintain a side clearance. The new corridor pier walls on the east side of the freeway constrict the overpass's opening width, which would necessitate the use of compound horizontal curves in order to maintain a side clearance.

Grade Crossings: Three existing at-grade crossings would be reconstructed to accommodate the second track, raised medians, and widened sidewalks (2<sup>nd</sup> Street, Rialto Avenue/I Street, and G Street).

Parcel Acquisitions and Relocations: Acquisition of additional rights-of-way along the corridor would be required. This may require approximately 69 partial and full parcel acquisitions, as well as easements (i.e. roadway, temporary construction, sidewalk, utility, and alley vacations). Some of the parcels that would be acquired support active businesses and inhabited residences, which would require relocation.

Drainage Facility Improvements: A system of perforated under-drains and ditches would be constructed adjacent to the tracks to convey storm water to the existing storm drain system. Catch basins would also need to be relocated to accommodate proposed roadway improvements. Detention basins adjacent to the San Manuel Stadium are also proposed.

Utility Replacement and Relocation: Existing subsurface water, sewer, storm drain, power, gas, fiber optic, and telephone lines that cross the tracks would be evaluated for conformance with Metrolink engineering standards. Overhead utilities, such as power and communication lines would be raised if they fail to meet Metrolink's overhead clearance requirements. Railroad signal houses and streetlights would be relocated to accommodate the second track. Billboards may be removed and relocated.

Relocation of Monitoring Wells: Fourteen wells within the Project Study Area would remain in place. Four wells may need to be closed, and four wells may need to be relocated.

Safety Controls (Traffic and Rail Signals): Safety controls, including new traffic signals, railroad signal equipment (compatible with Metrolink's and BNSF's new positive train control [PTC] systems), and railroad/pedestrian crossing equipment, would be provided at each at-grade railroad crossing.

Rail Operations: An operating plan has been developed using Rail Traffic Controller (RTC) modeling and an operational analysis based on input from SANBAG, Metrolink, Amtrak, and BNSF personnel. Metrolink operations between the Depot and the new rail platforms are projected to start in middle of 2014.

Omnitrans Bus Facility Operations: The bus facility would act as a transfer point between Metrolink regional passenger rail service, the Omnitrans E Street Corridor and fixed-route bus service that would connect the northern portion of the City of San Bernardino with the City of Loma Linda.

Maintenance: Typical railroad maintenance and inspections would be conducted throughout the operational phase of the Project in accordance with the Southern California Regional Rail Authority (SCRRA)/Metrolink, BNSF, and Amtrak standard practices.

Construction Schedule and Details: Construction of the Project could begin in early to mid-2013 and take approximately 18 to 24 months to complete. The work would be accomplished over three phases and proceed generally from west to east.

Since the Project will make use of both state/local and federal funds, the Project environmental document was developed as a joint document in a manner that addresses the requirements of the California Environmental Quality Act (CEQA) and the federal National Environmental Protection Act (NEPA). For the CEQA portion of the document, an Environmental Impact Report (EIR) was prepared with the Commission as the lead agency responsible for its certification. For the federal portion, an Environmental Assessment (EA) was prepared with the Federal Transit Administration (FTA) as the lead agency. Following certification of the EIR by the Commission, the FTA is expected to issue a Finding of No Significant Impact (FONSI) in satisfaction of NEPA.

The joint EA/EIR was prepared to evaluate the significant or potentially significant environmental impacts associated with implementation of the Project and address appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate those impacts. In addition to the proposed Project, the

EA/EIR also considered the No Build/No Project Alternative as well as three design options for the proposed Project: (1) Pedestrian Overpass Design, Options 1A and 1B; (2) Pedestrian Underpass Design, Option 2; and (3) 3rd Street Open Design, Option 3.

**Project Need.** The need for the Project is in response to current population and employment forecasts that suggest significant growth in San Bernardino County from now through 2035. Over the past 30 years, population growth has been robust in San Bernardino County, contributing to increased travel demand and a decline in transportation system performance. Increasing roadway congestion has led to corresponding increases in commute times for work or recreational purposes, hours of lost productivity, increased fuel use contributing to air pollution, interference with emergency response vehicles, and spillover effects to secondary and alternative routes. The Project would extend Metrolink commuter rail service into downtown San Bernardino, thereby providing an alternative mode of transportation for individuals currently reliant on passenger vehicles and long commutes to Riverside and Los Angeles Counties. Additionally, the proposed Project would incorporate a centralized transit center that will integrate existing Omnitrans bus service, the E Street sbX bus rapid transit project under construction, and potentially a future connection with the proposed Redlands Passenger Rail project, thereby providing a local linkage to three transit modal technologies. The combination of these transit options is expected to contribute to a reduction of 67,510 fewer daily vehicle miles traveled (VMT) on local roadways and highways, which would not otherwise occur under the No-Build/No-Project Alternative. This reduction in vehicle trips would also result in corresponding reductions in the generation of criteria air pollutants for which the local air basin is designated as nonattainment.

**Project Objectives.** The proposed Project's objectives include the following:

- Construct a second track and associated railroad improvements to extend regional Metrolink passenger rail service between the existing Depot and downtown San Bernardino.
- Encourage the integration of current and future passenger rail operations with other forms of transit in the region by providing a Metrolink passenger rail connection to downtown San Bernardino.
- Accommodate forecasted ridership between the Depot and downtown San Bernardino by providing a convenient and efficient transit alternative to automobile travel.
- Improve the mobility opportunities for transit-dependent populations in the City to employment centers in Los Angeles and Orange Counties and

support local and regional planning goals of SANBAG for the development of transit corridors in the Inland Empire.

- Improve safety and accessibility at the existing Depot by constructing a pedestrian bridge that will connect the station's two reconstructed platforms, thereby eliminating existing at-grade pedestrian crossings.
- Facilitate intermodal transit opportunities by constructing the Omnitrans Bus Facility close to Metrolink passenger rail service.

**Public and Agency Involvement.** As part of the community outreach for the Project, a scoping meeting was conducted in San Bernardino in conjunction with the release of the Notice of Preparation (NOP, May 10, 2011 to June 8, 2011). The scoping meeting was conducted at the Depot on May 17, 2011 from 5:00 p.m.–7:00 p.m. The 2-hour meeting provided the public an opportunity to comment on the scope of the EA/EIR to be prepared for the Project. Advertisements for the meeting were placed in three newspapers serving English and Spanish audiences on May 13, 2011 including the San Bernardino Sun, Inland Empire Community Newspapers, and La Prensa. Fliers were sent out via certified mail to property owners near the Project to inform them of the scoping meeting. The mailing program included 5,500 fliers and 600 emails.

SANBAG provided notification of the Project to 43 state and local agencies and organizations through the State Clearinghouse. Formal comments received during the scoping process to be included in the Draft EA/EIR were submitted in writing by the State of California Office of Planning and Research (State Clearinghouse), the State of California Public Utilities Commission, the State of California Native American Heritage Commission, and the Department of Toxic Substances Control.

The Draft EA/EIR was circulated for public review and comment for 45 days from June 5, 2012 to July 19, 2012. Four comment letters were received from the general public, organizations, and agencies regarding environmental issues addressed in the Draft EA/EIR as well as the accuracy and completeness of the analysis. Upon completion of the public review period, a Final EIR was prepared. The Revised EA and Final EIR will be circulated from August 23, 2012 through September 4, 2012 and will include the comments received on the Draft EA/EIR during the formal public review period, as well as responses to those comments. Updated Project features are also reflected in the Final EA/EIR, such as the consideration of a third optional location for a supporting storm water detention facility and a shift in the track alignment of approximately ten feet to the west in the vicinity of 3<sup>rd</sup> Street to facilitate the retention of the Inland Empire Maintenance Facility (IEMF).

**Findings of Fact and Statement of Overriding Considerations:**

At this time, the Final EA/EIR is being presented to the Committee for review and for recommendation to the Commission regarding certification of the Final EA/EIR. In order to certify the Final EA/EIR, the Commission must find that (1) the DSBPRP Final EA/EIR has been completed in compliance with the requirements of the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq. (CEQA); (2) the Final EA/EIR was presented to the Commission, which reviewed and considered the information in the Final EA/EIR; (3) that the Final EA/EIR reflects the Commission's independent judgment and analysis; and (4) with the exception of impacts to noise and cultural resources, changes or alterations have been incorporated into the DSBPRP, which avoid or substantially lessen the significant environmental effect as identified in the Final EA/EIR (14 California Code of Regulations Sections 15090 and 15091). Prior to approval of the Project, the Commission will be asked to adopt a resolution adopting the CEQA findings of fact and statement of overriding considerations with respect to significant environmental effects related to noise and cultural resources as identified in the Final EA/EIR. These specific unmitigable impacts include:

- **Cultural (Historic) Resources.** The demolition of the following properties would result in a significant adverse change to each of the historic resources that cannot be mitigated to a less-than-significant level: the residential properties located at 203, 221-229, 263 and 271 North K Street, and 961 and 1056-1066 West Second Street; the commercial properties located at 971 West Third Street (Allgood Shower Door Company Warehouse) and 123 South G Street (JG Wholesale Product); and the industrial properties located at 111 South I Street, 131 South I Street (Jenco Productions, Inc.), and 170 South E Street. Although Mitigation Measure CR-1 outlined in Section 3.5, "Cultural Resources," of the Final EA/EIR would require the documentation of these historic resources in terms of each property's contribution to the history of the City of San Bernardino, their ultimate removal from the Study Area would remain a significant and unmitigable impact of the DSBPRP.
- **Operational Noise.** Significant noise impacts from rail operations are predicted to occur at four receptor locations including existing residential structures in the vicinity of the project improvements, as outlined in Section 3.10, "Noise and Vibration" of the Final EA/EIR. While sound barriers are generally the most effective method for reducing noise impacts, this mitigation option is not proposed since sound barriers (10- to 12-foot) would result in other undesirable impacts, such as a distinct and significant aesthetic change to the community character and division of established communities. Additionally, sound barriers would create a new source of shadowing to adjacent uses by obstructing afternoon or morning

sunlight to adjacent residences. Likewise, sound barriers would pose a likely target for vandalism that could further contribute to existing urban blight conditions within the Study Area. Further, residences located west of I-215 are within a General Plan land use designation of "IL," and zoning for this area is a mix of industrial and residential designations. In this context, the noise impact analysis considers the most conservative land use category (i.e., residential uses) within the Study Area even though it contains a mix of land uses. In most instances, these residential uses are considered non-conforming in relation to the City's General Plan land use designations and associated zoning. If considered in the context of existing zoning, all but one of the severely affected receptors would be considered non-sensitive uses and no severe impacts would be associated with Project implementation.

Based on these considerations, it would not be appropriate to construct sound barriers along the rail corridor as the direct and indirect effects of constructing sound barriers would outweigh benefits in terms of noise reductions. For this reason, other mitigation strategies are proposed, including NOI-4 "Establishment of Quiet Zones," NOI-5 "Incorporation of Building Insulation," and NOI-6 "Rail Lubrication" to partially mitigate for operational noise impacts. These measures would mitigate for operational noise by reducing interior noise levels at impacted sensitive receptors to less-than-significant levels. Exterior noise levels generated by operational noise at these sensitive receptor locations would remain significant and unmitigable.

**Financial Impact:** This item is consistent with the current adopted FY12/13 SANBAG Budget, Task No. 0379 Commuter Rail Capital. Approval of this item will enable the FTA to issue a FONSI for the project thereby completing the environmental portion of the project. Following completion of the environmental phase of the project, the Commission could then begin acquiring right-of-way in anticipation of construction of the project.

**Reviewed By:** SANBAG General Counsel has reviewed this item as to form and is reviewing a draft resolution.

**Responsible Staff:** Ryan Graham, Transit Analyst



Bernardino Passenger Rail Project (DSBPRP) and the Redlands Passenger Rail Project (RPRP). In just a little over two years from the start of HDR's work, the Eastern Maintenance Facility (EMF) is under construction, draft 100% plans, specifications, and estimates (PS&E) for DSBPRP are complete, and the alternatives analysis and strategic plan for RPRP are also complete. Also, currently for RPRP, HDR is developing the preliminary engineering and environmental clearance as well as assisting the cities of San Bernardino and Redlands with land use modifications.

The HDR contract was intentionally broken into segments for which subsequent amendments would be considered in order to control cost and schedule since both DSBPRP and RPRP (collectively as the "Project") still needed and continues to need further development to specifically define the Project. For each ensuing segment of the Project, once the next successive tasks have been clearly defined from the previous tasks, a separate scope and fee has been or will be negotiated with HDR on future tasks. Each contract amendment to date has been reviewed and unanimously approved by the Commuter Rail and Transit Committee followed by Board review and approval. Despite this necessary evolution of the Project, there are many tasks that were defined in the original contract award for the Project which are still on-going, such as, environmental and right-of-way acquisition tasks for the DSBPRP and the alternatives analysis for the RPRP. Both projects are connected by technical issues such as operating rules and procedures, dispatching control, Positive Train Control (PTC), communications, fare collection systems, the BNSF construction and maintenance agreement, BNSF safety protocols and roadway worker protection, and the existing BNSF shared use agreement between the existing Redlands Subdivision owned by SANBAG and BNSF's San Bernardino Subdivision.

The services provided by HDR, in general, include planning, engineering, architecture, and right-of-way, but, more specifically, would include such specialty tasks as railroad operational analyses, grade crossing and quiet zones, locomotive and rolling stock procurement and maintenance, locomotive and rolling stock maintenance facilities, railroad signaling and communications, systems for traction power, security, fare collection, passenger notification, communication (data, voice, video), public address, video surveillance, fare collection policies, system safety and operational regulatory compliance, railroad operational plans and rules compliance, maintenance-of-way, and emergency response planning. The HDR contract also included services commonly found on other types of projects such as right-of-way surveying and acquisitions, civil engineering for roadways, drainage, site work, and utilities, traffic studies and engineering, geotechnical and structural engineering, landscape architecture, engineering for mechanical, electrical, and plumbing (MEP), fire protection, cost

estimating, and quality assurance and quality control. It should be noted that the consultant will only be developing operational options for the Redlands Passenger Rail system for later considerations by the Board.

With the complexity of rail projects, third-party owners and regulators are controlling parties that can from time to time create unforeseen circumstances that change a project's requirements. For the Project, BNSF Railway, the Southern California Regional Rail Authority (SCRRA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA), and the California Public Utilities Commission (CPUC), as well as the cities and utilities companies have caused changes. Because of the complexity of the Project, it is common that changes are sometimes driven by regulation changes.

For this amendment, several design and environmental issues needed to be addressed while some will be forthcoming. See Exhibit "A" for the detailed Executive Summary of the Amendment No. 6 Scope of Work for both the Downtown San Bernardino Passenger Rail Project and the Redlands Passenger Rail Project. In general the Scope of Work includes:

Downtown San Bernardino Passenger Rail Project (DSBPRP)

- A proposed future development just south of the San Bernardino Transit Center (SBTC) Metrolink platforms. This site was to be provided by the City's redevelopment agency but examined in a multitude of configurations for use by the future development.
- SCRRA – Passenger Signage, Public Address (PA) and Electronic Passenger Information System (EPIS); SBTC crew house; Positive Train Control (PTC); additional system requirements; and updating track charts. Addition of security system for Eastern Maintenance Facility (EMF) which will be reimbursed by SCRRA for all design, construction, and construction management costs per Contract C12254 between SCRRA and SANBAG.
- BNSF – Redesign to save existing trackwork and signals that resulted in construction savings of about \$1 million and the redesign of the Amtrak platform to a cantilever system.
- SANBAG – Add ADA compliant drop-off area west of the Depot and sealing and re-striping of existing westerly parking lot; changes to miscellaneous improvements; addition of security cameras at grade crossings; coordination with Laurel Street Grade Separation Project; reconnection of the Inland Empire Maintenance Facility (IEMF) to the mainline tracks that resulted in a re-use of the site for the Redlands Passenger Rail maintenance facility saving \$15 million. The IEMF is owned by SANBAG and is located east of the Depot at I and 3<sup>rd</sup> Streets.
- City – Santa Fe Depot fire sprinkler line replacement design.

- FRA – Addressing new regulations regarding “level boarding” for ADA compliance in the Project design.
  - FTA – Additional work associated with the environmental document review delays.
  - Revisions to right-of-way acquisition documents as result of FTA delays and design changes.
- Incorporating into the Project the additional requirements from the US Army Corps of Engineers arising out of the EMF permits.

#### Redlands Passenger Rail Project (RPRP)

- Federal Transit Administration requested change from an Environmental Assessment (EA) document to an Environmental Impact Study (EIS). See Exhibit “B” for details.
- Preparation of Draft Permits
- Various engineering technical issues related to the change from an EA to and EIS.

#### Omnitrans Impacts to the Redlands Passenger Rail Project

It must be noted that during the initial EA NOI (Notice of Intent) scoping process, without any consultation with SANBAG, Omnitrans submitted a letter to SANBAG, copied to the FTA, challenging the Redlands Passenger Rail Project based on potential financial impacts to the current Omnitrans funding levels and, environmental justice issues pursuant to enacted in 1964 which in summary states, (“*Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination.*”) Title VI, 42 U.S.C. § 2000d et seq. As a result of the Omnitrans letter, additional efforts by HDR will be necessary to address these issues.

#### San Bernardino Redevelopment Agency Impacts

In late 2011, the SANBAG Board approved a four-way agreement between the City of San Bernardino, the City’s redevelopment agency known as the Economic Development Corporation (EDC), and Omnitrans. As part of the agreement, the EDC was to provide property for a Metrolink parking lot at no cost and \$2 million for design and construction of the parking lot and drainage detention basin. In July of this year, the City informed SANBAG that the State Department of Finance had rejected the four-way agreement. As a result, SANBAG and Omnitrans will need to share the cost to purchase the property and for the design and construction of the facilities. SANBAG’s share will be approximately \$2 million and will be added to DSBPRP and Omnitrans share will be approximately

\$1 million and will be added to the bus facility currently being designed by SANBAG for Omnitrans.

SCRRA (Metrolink) Surplus Funds

After consultation with SCRRA, it was determined that SCRRA has a SANBAG operating surplus for FY11 in the amount of \$2,878,000. To help off-set the increased costs to the Project, the current SCRRA FY13 SANBAG operating subsidy will be reduced by \$2,590,000. The resulting \$288,000 may be used by SCRRA to off-set variances between their FY11 and FY12 budgets.

Contract Fee Summary

\$28,485,052 – Original Contract plus Amendments 1 - 5  
\$2,899,300 - Amendment No. 6 (\$1,729,800 DSBPRP, \$1,169,500 RPRP)  
\$31,384,352 – Proposed Total Not-to-Exceed Amount

See Exhibit “C” for a history of approved amendment to Contract No. C10079

Future Amendments

As presented to the December 15, 2011 Committee Rail and Transit Committee and January 5, 2012 Board meeting, “*Additional future amendments to the HDR contract may include, 1) DSBPRP construction support services, early 2012; 2) final design for the RPRP, late 2012; and 3) RPRP construction support services, 2013.*” An amendment for 1) above was approved by the Board at the January 2012 meeting. This amendment addresses items 2) and 3).

Contract Extension

With the start of construction of the Eastern Maintenance Facility, construction of the Downtown San Bernardino Passenger Rail Project starting in mid-2013, and delays incurred to the Redlands Passenger Rail Project, Contract No. C10079 with HDR Engineering, Inc. needs to be extended by exercising the one of the two, one-year options originally included in the contract. The contract was executed on February 3, 2010, and will end in February 3, 2013 unless action is taken to extend the contract. The amendment included extension of the contract term to February 3, 2014.

Detailed copies of the scope of services for this amendment (Contract No. C10079) are available at SANBAG lobby for public review.

**Financial Impact:** Amendment No. 6 to Contract C10079 is not consistent with the FY2012/13 budget, Task 379, Commuter Rail Capital. Approval of this agenda item would increase this task by \$2,899,300, funded by decreasing Task 377, Commuter Rail

Operations, in the amount of \$2,590,000 (see discussion above) and by using Measure I Valley Metrolink/Rail Service in the amount of \$309,300.

**Reviewed By:** This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Amendment.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail Programs

## CONTRACT SUMMARY SHEET

Contract No. C 10079 Amendment No. 6

By and Between

San Bernardino Associated Governments and HDR Engineering, INC

Contract Description Downtown San Bernardino Passenger Rail Project (DSBPRP) and Eastern Maintenance Facility Project (EMF) Design Services During Construction

**Board of Director's Meeting Date:** September 5, 2012

**Overview of BOD Action:** 1.) Approve Amendment No. 6 to Contract No. C10079 with HDR, Inc. for design and environmental clearance services increasing the contract amount by \$2,899,300 for a new not-to-exceed amount of \$31,384,352. 2.) Approve Fiscal Year 2012/2013 budget amendment decreasing Task No. 0377 Commuter Rail Operating in the amount of \$2,590,000 of Local Transportation Rail funds for a new task total of \$9,543,858 3.) Approve Fiscal Year 2012/2013 budget amendment increasing Task No. 0379 Commuter Rail Capital in the amount of \$2,899,300 funded by recommendation number two decreasing Task No. 0377, Commuter Rail Operating in the amount of \$2,590,000 and \$309,300 of Measure I Valley Metrolink/Rail Service for a new task total of \$28,564,156. 4.) Approve Amendment to exercise a one year option to extend the contract through February 8, 2014

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

|  |    |            |   |    |                      |
|--|----|------------|---|----|----------------------|
| <b>Original Contract Amount</b>  | \$ | 6,990,150  | <b>Original Contingency Amount</b>  | \$ | 400,000              |
| <b>Revised Contract Amount</b><br><i>Inclusive of prior amendments</i> | \$ | 20,649,902 | <b>Revised Contingency Amount</b><br><i>Inclusive of prior amendments</i> | \$ | 445,000              |
| <b>Current Amendment Amount</b>  | \$ | 2,649,300  | <b>Contingency Amendment</b>  | \$ | 250,000              |
| <b>TOTAL CONTRACT VALUE</b>  | \$ | 30,289,352 | <b>TOTAL CONTINGENCY VALUE</b>  | \$ | 1,095,000            |
| <b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>           |    |            |   |    | <b>\$ 31,384,352</b> |

|   |   |   |
|---|---|---|
| <b>Contract Start Date</b><br>2/3/10  | <b>Current Contract Expiration Date</b><br>2/8/13 | <b>Revised Contract Expiration Date</b><br>2/8/14 |
| Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain. |   |   |

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. \_\_\_\_\_.

A Budget Amendment is required. How are we funding current FY? \$2,590,000 LTF Rail \$309,300 Measure I Metrolink/Rail

Federal Funds     State Funds     Local Funds     TDA Funds     Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*  
 Measure I Valley Commuter Rail, FTA Section 5307, LTF Planning, Measure I Metrolink/Rail, LTF Rail

Payable     Receivable

### CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:  Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %     Underutilized DBE (UDBE) Goal \_\_\_\_\_ %

|                                      |                             |      |
|--------------------------------------|-----------------------------|------|
| Task Manager (Print Name)            | Signature Mitch A. Alderman | Date |
| Project Manager (Print Name)         | Signature Mitch A. Alderman | Date |
| Contracts Administrator (Print Name) | Signature Jeffery Hill      | Date |
| Chief Financial Officer (Print Name) | Signature William Stawarski | Date |

**AMENDMENT NO. 6**

**CONTRACT NO: C10079**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY ASSOCIATED GOVERNMENTS**

**AND**

**HDR ENGINEERING INC.**

This AMENDMENT No. 6 to CONTRACT No. C10079 is effective as defined herein by and between San Bernardino COUNTY Associated Governments ("AUTHORITY") and HDR Engineering Inc. ("CONSULTANT").

**RECITALS:**

**WHEREAS**, AUTHORITY and CONSULTANT entered into Contract No. C10079 ("Contract"), dated February 3, 2010, as changed by Amendments No, 1 through 5, whereby AUTHORITY has engaged the services of CONSULTANT to provide design, environmental, Federal Transit Administration processing, right-of-way acquisition and land use services for the Redlands First Mile and Redlands Passenger Rail Projects ("Projects"); and

**WHEREAS**, the parties desire to amend the aforesaid Contract to amend the scope of services to include services that was contemplated but not included in previous amendment such as; preparing Environmental Impact Report/Environmental Impact Study (EIR/EIS) as currently directed by the Federal Transit Administration (FTA), additional design services and all worked included in the revised Scope of Services included as Attachment A

**WHEREAS**, the parties agree that the additional work will increase the Not-To-Exceed amount by \$2,899,300 Dollars.

**NOW THEREFORE**, the parties do mutually agree to amend Contract No. C10079 in the following particulars only:

1. The Scope of Services for Contract No. C10079 shall be amended to include all additional elements of the Scope of Services that are described in Attachment A to this AMENDMENT.
2. Amend Article 3., "Contract Price and Cost Principles", sub-paragraph 3.2, to delete \$28,485,052 as the not-to-exceed amount and replace with \$31,384,352 as the revised not-to-exceed amount.
3. Include Attachment B to this Amendment No. 6, which includes the negotiated fee for the work identified herein.
4. Under Article 2., Performance Schedule and Force Majeure, sub-paragraph 2.1, to delete February 3, 2013, and replace with February 8, 2014.

5. Except as amended by this Amendment No. 6, all other provisions of Contract No. C010079 remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 6 on the day and year below written, and this Amendment is effective as of the day and year executed by **AUTHORITY**.

**HDR ENGINEERING, INC.**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Janice Rutherford  
President

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
SANBAG General Counsel

CONCURRENCE:

By: \_\_\_\_\_  
Jeffery Hill  
Contracts Administrator

## **ATTACHMENT A:**

### **Changes to Scope of Work**

#### **Downtown San Bernardino Passenger Rail Project (DSBPRP) Redlands Passenger Rail Project (RPRP)**

##### **EXECUTIVE SUMMARY**

A number of changes have occurred with the planned approach to delivering final plan, specifications, and estimates (PS&E) for the Downtown San Bernardino Passenger Rail project. These changes were not anticipated requiring an amendment to the contract for scope, fee, and schedule.

#### **San Bernardino Transit Center Changes Resulting from City of San Bernardino Future Development Site**

##### *1. Metrolink Crew Building Parking Lot and Access Road Changes*

The 90% DSBPRP plans included a full build-out parking lot at the San Bernardino Transit Center (SBTC) that included approximately 250 parking spaces for both Metrolink crews and passengers. In early 2012, a number of meetings were conducted with the City of San Bernardino regarding a proposed future development plan to construct a 6-story facility on the site originally reserved for the Metrolink full build out parking lot. The subject property was to be provided to SANBAG from the City's redevelopment agency along with \$2 million for design and construction. The HDR team was asked to develop a number of alternative concepts to accommodate both the proposed San Bernardino future development and parking for Metrolink crews and develop a final concept that provides parking directly south of the SBTC station platforms reserved for the future Redlands Passenger Rail Project tracks and platforms. The new parking lot necessitated wholesale revisions to the civil, architectural, and landscaping designs directly south of the SBTC station platforms relative to the 90% design plans.

Due to the requested confidentiality for the area south of the Metrolink SBTC platforms by the developer and City of San Bernardino, the future development is discussed as the Future Development Team (FDT) which includes staff from the City and the developer. The subject site is owned by the City's redevelopment agency. In late 2011, the SANBAG Board approved a four-way agreement between the City of San Bernardino, the City's redevelopment agency known as the Economic Development Corporation (EDC), and Omnitrans. As part of the agreement, the EDC was to provide the above reference site at no cost to the project and \$2 million to be applied towards design and construction. In July of this year, the City informed SANBAG that the State Department of Finance had rejected the four-way agreement. However, leading up to this decision by the Department of Finance, the City was confident that the agreement would be upheld and requested SANBAG work with the City and the FDT to accommodate the development. To accommodate the development, multiple meetings were held and subsequent concept plans were developed, all of which has had schedule and costs impacts to the HDR.

## *2. Redesign of Detention Basin for Omnitrans and City Owned Sites*

The 90% submittal included a large detention basin to be constructed within an existing parking lot located directly south of the Arrowhead Credit Union baseball field. The detention basin was originally conceived to handle limited storm runoff from the San Bernardino Transit Center and the FDT site. A series of meetings were held with the FDT shortly after the 90% submittal where it was agreed to resize the basin to accommodate additional storm drain runoff resulting from the FDT proposed parking structure to be located directly south of the proposed station platforms at E Street.

Resizing the storm basin necessitated a southerly shift in its location relative to the 90% concept along with expansion of the required right-of-way acquisition which required significant revisions to the plats and legal documents related to the basin. In addition, the basin had to be placed in an area devoid of topographic survey and environmental consideration as of the 90% submittal which necessitated additional survey mapping of the immediate area. Lastly, the southerly shift resulted in significant lengthening of the proposed storm drain line running from the SBTC to the proposed storm drain basin located a significant distance south of the Arrowhead Credit Union ballpark.

## *3. Redesign of Passenger Access and Platforms*

Subsequent to the 90% submittal, meetings were held with the City of San Bernardino in regards to the SBTC station platforms and parking lot concepts. The City provided feedback on the 90% conceptual layout that necessitated revisions to the proposed sidewalk along the west curb of E Street along with inclusion of a new pedestrian path between the existing Arrowhead Credit Union ballpark and the proposed station platforms at E Street. The sidewalk widening along the west curb of E Street resulted in changes to the landscaping, hardscape and inter track fencing between the station platforms and the E Street sidewalk.

## *4. Southern California Gas Company Modification Due to City Future Development*

Subsequent to the 90% submittal, a series of meetings were held with representatives from SoCal Gas. It was agreed upon during the meeting to offset the loss of their property on the site's northern perimeter by expanding the site's footprint toward the east into the FDT site. Consequently, the property's perimeter wall and site parking had to be reconfigured to better correlate with the new footprint. Expansion of the SoCal Gas property towards the east necessitated the elimination of proposed parking spaces which resulted in revisions to the proposed parking lot drainage, civil, traffic landscaping design.

## *5. Revised Plats & Legal Descriptions for Right-of-Way Changes to Adjacent Properties*

After the 90% submittal, changes were necessitated by both the FDT resulting in revisions to previously completed plats and legal descriptions for parcels in the vicinity of the San Bernardino Transit Center. The southerly shift of the proposed basin as previously discussed resulted in the development of new right-of-way acquisition documents each time the basin was shifted further south of the location depicted in the 90% submittal.

## 6. *Post 100% Plan Submittal Redesign of Metrolink Crew Building Parking Lot and Access Road*

Over the past several months, the FDT had been working to develop the vacant property south of the proposed Metrolink platforms at the SBTC. Consequently, 100% plans to accommodate the future development of this site were developed by providing a small, temporary Metrolink parking lot just south of the E Street platforms in the location of the future Redlands Passenger Rail station tracks. Shortly after the 100% submittal, the FDT decided to choose a different location for their proposed facility. Plan submittal changes necessitated by both the FDT will result in large scale design changes to the E Street platforms for the area south of the platforms as well as to the previously completed plats and legal descriptions for parcels in the vicinity of the San Bernardino Transit Center.

## **Changes Resulting from Stakeholders**

### 7. *Omnitrans*

#### *Move Omnitrans Bus Stop from 3<sup>rd</sup> Street to 2<sup>nd</sup> Street*

Just prior to the 100% submittal, Omnitrans directed the shift of existing bus stop on 3rd Street in the vicinity of the Santa Fe Depot to a new location on 2nd Street. The bus stop shift necessitated revisions to the 3rd Street civil, signage and site design to accommodate removal of the previously planned bus stop. Conversely, the new bus stop on 2nd Street required additional topographic mapping outside of the project's boundaries as defined during the 90% design process. In addition, the new bus stop required the development of additional plans encompassing the civil, traffic, drainage, and right-of-way disciplines.

### 8. *Metrolink*

#### *Security and Communications – Extensive Design Changes at Santa Fe Depot Garage, Parking Lots and G Street Crossing*

Following the 90% submittal, additional security cameras were added to three grade crossings at 2<sup>nd</sup> Street, Rialto Avenue and G Street. The new security camera locations necessitated the design of additional power conduit at all three intersections along with new signal conduit between G Street and Platform C of the San Bernardino Transit Center. In addition, the security camera layout at the Santa Fe Depot was modified after the 90% Submittal as follows:

- Use 180 degree cameras in lieu of PTZ cameras as detailed in the 90% submittal (with the exception of using PTZ cameras on the domes of the Depot and corners of the parking garage). The 180 degree cameras are less expensive.
- Provide a detailed conduit scheme throughout the Santa Fe Depot in order to avoid placing security conduit on the surface of the interior walls.

- Design a switch for the lobby cameras in the SANBAG server room on a one rack unit.
- Interior security cameras were added to the security booth located in the pedestrian over tower.
- The security booth was modified to ensure that the video servers in the equipment racks are secured by adding locking front and rear doors.

San Bernardino Transit Center was modified after the 90% submittal to include the following design revisions.

- An additional fixed camera was placed at the parking lot entrance along with two new 180 degree cameras mounted on the southernmost platform in order to provide better coverage of the parking lot.
- Interior security cameras were added to the security office located inside of the Metrolink crew house building located on the west side of the E Street station platforms.

#### *Passenger Signage, Public Address (PA) and Electronic Passenger Information System (EPIS)*

Subsequent to the 90% submittal, Metrolink revised the proposed DSBPRP EPIS plans as follows:

- Remove all existing VMS & PA (variable message signs and public address) infrastructure on Platform C located directly west of the Santa Fe Depot.
- Place VMS & PA system infrastructure on every third pole on Platforms A and B of the Santa Fe Depot and on every third pole on Platforms A, B and C of the San Bernardino Transit Center. Specifically, the team was directed to place VMS and PA system infrastructure at a maximum distance of 150' apart and to design poles capable of accommodating both VMS & PA system equipment.
- Remove VMS & PA system equipment from the pedestrian overpass at the Santa Fe Depot.

Also, Metrolink required PRE, the railroad signal and communication subconsultant, to revision the EPIS plans:

- Instructed to utilize dual amplifiers in order to create a redundant VMS and PA system at both the Santa Fe Depot and San Bernardino Transit Center stations.
- Instructed to move the fiber optic patch panel (FOPP) boxes into the proposed sign enclosures in order to enhance the security of the infrastructure. In addition, it was advised to incorporate the FOPP into the monitor housing, which was not accounted for the 90% concept design.

#### *Revisions to the SCRRA Crew House Security and Communications Rooms*

Following the 90% submittal, Metrolink required the removal of the initial signal room in favor of creating a new communications room following Metrolink's previous direction. As a result, the additional room resulting from removal of the signal room was added to the security room footprint, which resulted in significant design modifications to the structural, mechanical, plumbing, lighting and architectural plans. In addition, the addition of the communications room

necessitated an additional electrical meter for the Metrolink crew house that had to be shielded from the adjacent area through the use of screening walls.

#### *Crew House Design (Parking, Civil, Architectural and MEP Revisions)*

After submittal of the crew house to Metrolink, changes were requested by Metrolink to reconfigure locker rooms and other rooms, the addition of entry door card readers, and to develop a furniture specification to be included in a separate bid.

#### *PTC Tower Addition and Resulting Metrolink/BNSF Signal House Relocation*

A communication shelter is to be placed in the vicinity of San Bernardino depot as support for the Metrolink communication “backhaul project” which involves the Ventura, Valley, and San Gabriel subdivisions. The communication shelter’s proposed location had an impacted the project and required additional meetings between all impacted parties. These impacts include:

- Placement of a new fence around and existing signal house and communication shelter.
- A proposed catch basin near station 25+00 of S-8 had to be redesigned in order to accommodate the proposed relocation of the communication shelter.
- **Communications plans had to be revised so that the proposed shelters were connected to the existing communication shelter at E Street through fiber optics with MPLS at both ends in case the fiber optics connection goes out.**
- **Adjust the proposed drainage and grading design to reflect changes resulting from the relocation of the proposed communication shelter. In addition, the team had to ensure that there was adequate pad area for the relocated shelters and to allow vehicular access in the ultimate condition after the adjacent tracks have been removed.**

After submission of the 90% submittal, Metrolink Operations added wayside power and ground air to the E Street station to accommodate the possible need for trains to temporarily layover.

In the recently established SANBAG/Metrolink Construction and Maintenance Agreement, Metrolink has required that SANBAG provide updated Metrolink track charts for the areas affected within the Project limits.

#### *EMF Security Cameras/Conduits*

Subsequent to the EMF IFB submittal, the HDR team was contacted by Metrolink regarding a current design project overseen by Xorail (one of Metrolink’s signal consultant) to provide a security system at the Eastern Maintenance Facility in Colton. Metrolink requested that the HDR team provide conduit for the proposed cameras throughout the current and proposed footprint of the facility in order to avoid having to disturb recently constructed pavement when the security camera project is constructed. As a result, HDR developed new plans for the security camera layout and issued them as an addendum to the EMF Project IFB plans. Xorail has recently contacted HDR regarding required revisions to the security camera conduits resulting from recent feedback from Metrolink on the proposed security camera

layout.

## *9. BNSF Track Reconfiguration*

### *BNSF Flyover Reconfiguration/No. 20 BNSF Turnout/Profile Modifications*

Shortly after submission of the 90% submittal, a series of meetings with BNSF personnel were held regarding the track and platform configuration adjacent to BNSF Main Track 3. In December 2011, BNSF requested to leave the existing No. 20 turnout at BNSF Main Track 3 in lieu of placing it directly west of the station platforms as directed during 90% design. Shifting the No. 20 turnout on the BNSF mainline necessitated a significant reduction in the existing length of the Amtrak platform in addition to the following design revisions in the vicinity of the Santa Fe Depot:

- Reducing the length of Platform "A" (Amtrak platform) from 1000' to 850' which is Amtrak's minimum platform length for a 10 car train.
- Protecting the existing No. 20 BNSF turnout in place on BNSF Main Track 3 eliminated the need to install a new No. 15 turnout along with the removal and installation of track on BNSF Main Track 3.
- Leaving the existing dwarf signal for the No. 20 turnout in place eliminated the need to install a new signal and shift of the control point.
- Redesign of the San Gabriel Subdivision flyover connection to tie into the existing tracks connecting BNSF Main Track 3 to the puzzle switch.
- Discarding the realignment of BNSF Main Track 3 west of Platform "A" originally needed due to difference in frog angles between No. 20 and No. 15 turnouts.
- Redesign of the BNSF Main Track 3 profile and existing flyover connection as needed due to the reduction in platform length.
- Redesign of the westerly emergency pedestrian egress.

### *Platform 'A' Reconfiguration/Emergency Egress/Drainage/Architectural/MEP*

Reconfiguration of Platform "A" necessitated by the aforementioned track alignment revisions resulted in significant revisions to the drainage, architectural, MEP (mechanical, electrical, plumbing), EPIS and structural plans associated with Platform "A". As previously mentioned, the platform length was reduced from 1000' to 850' following the 90% submittal which necessitated revisions to the layout of the station canopies, platform amenities, light poles and pedestrian emergency egress ramps. Subsequently, the EPIS and security system infrastructure located on Platform "A" had to be revised since the majority of it resides on light poles and station platform canopies.

## *10. SANBAG Design Changes*

### *Laurel Street Project Coordination*

HDR team continues to coordinate with the Laurel Street Grade Separation Project design team on its shoofly track and pump station design in order to ensure that the project's

temporary infrastructure doesn't conflict with the EMF Phase 3 Project's proposed infrastructure. The team continues to participate in regularly scheduled conference calls to encourage the diffusion of project updates on both projects. Recent coordination has necessitated significant revisions to the Laurel Street shoofly track design in order to avoid future impacts to the proposed EMF tail track located directly north of Laurel Street.

#### *Public Art*

Subsequent to the 90% submittal, Union Pacific RR was contacted about donating one of the four existing Colton Crossing diamonds for installation in the parking lot of the Santa Fe Depot as public art. HDR conducted a series of conference calls with UPRR representatives and was able to secure a commitment from the UPRR regarding the use of the diamonds. HDR developed engineering details for embedment of the diamond within the parking lot directly south of the Depot's main entrance along with installation of an interpretive sign detailing the history of the Colton Crossing diamond. The sign was developed using information recently presented at the Colton Crossing Grade Separation Project ribbon cutting ceremony.

A commemorative plaque marking the former location of the original Santa Fe Depot building corner currently resides east of Parking Lot "C" directly north of 3rd Street and K Street. The plaque is currently surrounded by bollards and will need to be relocated to the south in order to avoid conflicting with the proposed Main Track 1 and 2 alignments. Following the 100% submittal, HDR will work closely with SANBAG on developing a new commemorative plaque to be surrounded by a fenced plaza. The new architectural, civil and lighting plans will be included in an addendum to the 100% plans for submission prior to the IFB submittal.

Following the 90% submittal, new historic looking station way-finding signage were developed for Santa Fe Depot and San Bernardino Transit Center. For Platform "A" (Amtrak Platform) at the Santa Fe Depot, the new station signage will indicate the distances to both Los Angeles Union Station and Chicago Union Station.

#### *Changes to the Santa Fe Depot Parking Lot – Civil/MEP/Landscape*

Subsequent to the 90% submittal, HDR incorporated revisions to the redesign of Parking Lot "A" located directly west of the Santa Fe Depot which is currently designated as Metrolink only parking. Specifically, a new kiss and ride and ADA drop-off area located along the north side of Parking Lot "A" was incorporated into the overall concept which necessitated revisions to the parking lot's layout, grading, landscape, lighting and drainage plans. Also, Parking Lot "A" was included for sealing and re-striping.

#### *Security Vehicle Charging Station and Canopy*

Following the 90% submittal, a security vehicle charging station and canopy was added to the east end of Platform "C" just south of the proposed pedestrian overpass. The canopy will be designed to emulate that of surrounding canopies at the Depot and will include the necessary power connections and civil grading if necessary. The charging station and canopy

plans will be submitted as an addendum for the ibd plans since the design will not be included in the 100% submittal due to time constraints.

#### *Landscaping Changes at Santa Fe Depot and E Street*

Inclusion of the new kiss and ride and ADA drop-off area within Parking Lot "A" of the Santa Fe Depot necessitated revisions to the landscape plans. The revised parking lot layout includes a large median directly south of the area which required extensive landscaping to improve aesthetics in the high traffic area. In addition, the proposed landscaping at the San Bernardino Transit Center was subjected to significant revisions following the 90% submittal. Specifically, the full build-out parking lot south of the Metrolink platforms at the E Street station was removed from the project in favor of using a temporary parking lot to accommodate Metrolink crews prior to construction of the Redlands Passenger Rail Project station platforms and tracks. As a result, the landscaping footprint was entirely altered including the landscaping between the SBTC station platforms and the west sidewalk of E Street.

#### *Custom Wrought Iron Push Gates at Depot and E Street Stations In Lieu of Using Metrolink Standards*

Subsequent to the 90% submittal, custom wrought iron push gates for the emergency pedestrian grade crossings at the Santa Fe Depot were developed in lieu of utilizing Metrolink standards push gates. The team developed a custom design that adhered to ADA push force requirements along with CPUC requirements.

#### *Additional Topographic Survey*

Following the 90% submittal, design changes initiated by the project stakeholders necessitated additional topographic mapping. Specifically, new topographic mapping was generated for the following areas along the DSBPRP corridor:

- Elevation shots throughout Parking Lot "A" of the Santa Fe Depot for the design of the kiss and ride and ADA drop-off area.
- Elevation shots along 2nd Street for a new bus stop. The bus stop was previously located along 3rd Street but requested to be moved by Omnitrans.
- Top-of-rail elevation shots in 50' intervals along a 478' long stretch of tangent track between two existing points of switch at the IEMF for the design of the IEMF reconnection. IEMF – Inland Empire Maintenance Facility which is owned by SANBAG.

#### *Addition of Security Cameras at Depot Parking Garage and Rialto Avenue/I Street*

Following the 90% submittal, security cameras were added to the recently constructed parking garage located directly west of the Santa Fe Depot near Mount Vernon Avenue. The additions include equipment for:

- Interior parking levels

- Northeast and southwest stairways
- Vehicle entry ways on both the north and east sides of the garage
- Pedestrian entry ways on both the north and east sides of the garage
- PTZ and 180 degree exterior cameras (PTZ – pan, tilt, zoom)
- Elevator camera including additional wiring to the elevator infrastructure
- Terminal support equipment and electrical interface in the electrical room

The addition of security cameras within the parking garage also necessitated the design of supporting electrical and signal infrastructure along with the development of details for mounting, monitoring, control and storage.

### *11. Revisions to Utility Design*

#### *Update Design Based on Underground Scanning and Late Information Provided by the City*

Following the 90% submittal, HDR arranged to have the existing utilities in the vicinity of the Metrolink/SANBAG tracks at the Santa Fe Depot located and mapped using ground penetrating radar due to the lack of as-built information on existing utilities in the vicinity of the Depot. The mapping was referenced into the plans and utility relocations/accommodations were determined using the approximate depths determined by the ground penetrating radar. The most significant existing utility discovered was the presence of a 4" fire suppression line located directly north of the Santa Fe Depot on the east end that needed to be relocated in order to avoid construction of Platform "B".

Subsequent to the 90% submittal, the City of San Bernardino provided hand sketches detailing the approximate locations of existing sewer line infrastructure in within Rialto Avenue at I Street that detailed recent field mitigation work. The revised sewer line configuration necessitated revisions to an existing sewer line crossing of the tracks. In addition, the existing utility base file had to be revised to more accurately depict sewer line infrastructure per the hand sketches provided by the City.

#### *Ground Penetrating Radar*

The existing utilities in the vicinity of the Santa Fe Depot lack reliable as built documentation needed to locate old utilities within an active train yard and station. Therefore, ground penetrating radar was arranged to have the existing utilities mapped from Mount Vernon to Parking Lot "C" of the Santa Fe Depot. The utility mapping was added to the plans for reference only along with the caveat that the contractor is ultimately responsible for field locating and protecting in place all existing utilities within the vicinity of the Santa Fe Depot. According to the consultant that performed the work, the utility depth information provided on the mapping is accurate to within +/- 10% of a utility's actual depth.

#### *Santa Fe Depot Fire Hydrant and Fire Line Systems and Approvals*

A series of meetings were held with the City's fire department following the 90% submittal regarding the City's approval of fire hydrants and building connections proposed on the

Project. The meetings necessitated research regarding past fire hydrant tests in the vicinity of the Santa Fe Depot and San Bernardino Transit Center to adhere to the fire flow test requirements for new hydrants.

## *12. Additional R/W Support*

### *Provide Detailed ROW Delineation at Santa Fe Depot (BNSF Purchase Agreement)*

The existing line of demarcation between SANBAG and BNSF right-of-way at the Santa Fe Depot is somewhat ambiguous when considering the right-of-way documentation obtained from available sources. No less than three separate right-of-way lines representing this particular boundary were included in the 90% submittal due to the absence of geometric data relative to an existing fixed object in the field. Specifically, the existing right-of-way line work was established relative to the existing track centerlines; however, the tracks have been shifted on multiple occasions since development of the records. As a result, the HDR team coordinated with multiple entities including LACMTA and BNSF on an exhaustive records research. The right-of-way records research also yielded a significant operating easement between BNSF and RCTC running along Main Tracks 1 and 2 directly north of the Santa Fe Depot.

### *Detailed ROW Delineation at Caltrans I-215*

The HDR team developed a memorandum for submission to Caltrans detailing the DSBPRP proposed pier protection of the overhead structure along with a discourse on the minimum horizontal clearances between the proposed track centerlines and recently constructed pier protection walls. In addition, the memorandum provided a detailed commentary on the aerial easement deed that provides the State with an opportunity to review and provide comment to the plans within a specified clearance envelope under the Redlands Loop Overhead. Specifically, the memorandum was primarily developed to avoid having to issue a Caltrans encroachment permit for the Redlands Loop Overhead in favor of providing Caltrans with an opportunity to review and provide comments on the improvements planned within the limits of the aerial easement.

### *Additional Topographic Survey*

Subsequent to the 90% submittal, approximately 85% of the plat exhibits and legal descriptions were revised to the track alignment and proposed typical sections. In addition, changes to the right-of-way resulting from design changes also prompted significant revisions to the right-of-way line work for proposed right-of-way, TCEs (temporary construction easements) and street vacations not anticipated following the 90% submittal. The following design revisions prompted by stakeholders prompted the most significant revisions to the proposed right-of-way line work and associated plats and legal documents:

- Reconnection of the Inland Empire Maintenance Facility (IEMF) resulting in track alignment modifications between the Santa Fe Depot and 2<sup>nd</sup> Street.

- Modifying the standard longitudinal track ditches where right-of-way limits permitted such a modification.
- Shifting of proposed signal houses at 2<sup>nd</sup> Street necessitating the acquisition of a new parcel relative to the 90% submittal.
- Modifications to the proposed right-of-way and TCE line work resulting from June 2012 meeting with SANBAG's legal consultants and agency staff.

### *13. Design of IEMF Connection (Inland Empire Maintenance Facility, SANBAG Owned Property)*

#### *Track Alignment Modifications*

Following the 90% submittal, the IEMF which was originally planned to be disconnected and salvaged, as a result of the expansion of the Eastern Maintenance Facility (EMF), was reconnected to the proposed mainline. The reconnection necessitated revisions to the track alignment between the east limits of the Santa Fe Depot station platforms and 2<sup>nd</sup> Street along with associated revisions to the track profile, typical sections, cross sections and roadway modeling. The reconnection and re-use of the IEMF resulted in a savings of over \$5 million in repayment costs to other agencies. The reconnected IEMF will most likely be used as the maintenance facility for the Redlands Passenger Rail Project (RPRP) which could result in a savings of about \$10 million for RPRP.

#### *3rd Street at Grade Crossing Redesign*

The aforementioned track alignment revisions necessitated significant impacts to the proposed 3<sup>rd</sup> Street design due to the westward shift of the track alignment through 3<sup>rd</sup> Street. The aforementioned geometric revisions to the roadway concept necessitated revisions to the 3<sup>rd</sup> Street layout, grading, traffic, drainage, lighting and landscape plans relative to the 90% submittal. Also, the exhibits prepared for the 3<sup>rd</sup> Street vacation to be processed through an amendment to the City's General Plan had to be revised to emulate the latest concept.

#### *Right-of-Way Modifications*

The aforementioned revisions to the track alignment in the vicinity of 3<sup>rd</sup> Street resulting from the IEMF reconnection resulted in significant impacts to the previously defined proposed right-of-way between 3<sup>rd</sup> Street and 2<sup>nd</sup> Street. In addition, the Survey Control and Right-of-Way plans had to be significantly revised at this location to depict the final disposition of the proposed right-of-way line work.

#### *Drainage/Emergency Egress/Signal Design Modifications for Santa Fe Depot Platforms and 2nd Street*

The reconnection of the IEMF located directly north of 3<sup>rd</sup> Street and east of Parking Lot "C" of the Santa Fe Depot necessitated significant revisions to the track and roadway plans relative to the 90% design. The shift required revisions to the roadway modeling needed to evaluate the proposed ditch tie-in points relative to the existing ground immediate to the

proposed ditches. The remodeling efforts required revisions to the proposed ditch section adjacent to the east side of the tracks between 3<sup>rd</sup> Street and 2<sup>nd</sup> Street.

#### *14. FTA Delays (Federal Transit Administration)*

##### *ROW Coordination (HDR) (Environmental Approval & Delays)*

Prior to the 90% submittal, HDR was directed to initiate the right-of-way appraisals process based on an assumed final design and environmental clearance schedule developed during the 90% process. The decision was made to initiate development of appraisals for the proposed right-of-way established during the 90% process with the understanding that such appraisals have a shelf life of six months. Following the 90% submittal, the FTA stated that development of a Finding Of No Significant Impact (FONSI) could not take place until September 2012 which was a significant delay to the environmental clearance schedule proposed by the FTA during the 90% design phase. As a result, the appraisal effort had to be abandoned and delayed until the plats and legal documents were completed in June 2012 and the FTA committed to the September 2012 date.

##### *Revisions & New Appraisals (Environmental Approval & Delays)*

HDR salvaged as much work as possible in regards to the appraisals in order to reduce the level of effort needed to develop new appraisals following the 100% s. The effort will necessitate revisions to the current appraisals as follows:

- Re-examine ownerships and owner notifications may need to be resubmitted.
- Review general neighborhood and property profile data and provide updates to the data to reflect the current conditions.
- Conduct new site inspections to confirm current property conditions.
- Update market research and market data.
- Prepare revised exhibits to convey the latest market data in the form of maps and market summaries.
- Re-examine take areas for any medications to the property impacts resulting from the design changes subsequent to the 90% submittal.
- Final valuation analysis based on market data, property profiles and revisions to acquisition areas.
- Assemble draft and final appraisal reports

##### *Level Boarding Report (New Federal Regulation)*

SANBAG anticipates receiving a request for an “Accessibility Compliance with USDOT Level Boarding Guidance” report and perhaps a “Level Boarding Approach Comparative Cost Analysis,” along with additional supporting documentation of adherence to the new federal ADA requirement for level boarding for train platforms.

The Level Boarding Report will include discussion on the following topics:

- Full-Length Level Boarding Platforms

- Station-based Approach Using Retractable (Flip-up) Platform Edges
- Car-borne – Automated Ramps
- Gauntlet or Bypass Tracks
- Mini-High Platforms – Recommended Alternative

It is anticipated that subsequent correspondence between FTA and the SANBAG/Project Team upon FTA's receipt of this Report.

#### *15. EMF Additional Revisions*

##### *Army Corps of Engineers and SB County Flood Control Additional Requested Drainage and Structural Calculations*

In April 2012, the US Army Corp of Engineers (Corp) issued a letter regarding the request to obtain a 408 Permit for the proposed modifications to the Lytle Creek Channel necessitated by the EMF Phase 3 Expansion Project. The Corp requested the following revisions to the EMF drainage and structures plans which necessitated an addendum to the issued for bid package completed in March 2012:

- The project's geotechnical report had to be modified to reflect the Corp's requirements regarding use of the "at rest" condition pertaining to the culvert sidewall design. In addition, the report had to be revised in order to address the Corp's concerns regarding compaction requirements for structural backfill.
- The drainage plans had to be revised to depict a cross section detail of the 48" reinforced concrete pipe located at the reinforced concrete box.
- The drainage plans also had to be revised to provide a cross section detail of the 2-48" reinforced concrete pipes going through the reinforced concrete box.
- An anchor rod detail had to be added to the structural drawings.
- Revisions to the bar size and length for the shear rod at the connection of the channel wall/slab detail in the structures plans.

##### *Revisions resulting from Construction Manager (CM) Constructability Review*

In January 2012, the EMF and DSBPRP construction management team provided the HDR design team with 110 design review comments on the 100% EMF plans following incorporation of stakeholder comments from SANBAG and SCRRA (Metrolink). HDR did not originally account for the magnitude of design review comments and along with the effort needed to address them within a two month time period. The comments necessitated revisions to the structural plans for the proposed crossing of Lytle Creek Channel along with revisions to the survey control plans.

##### *IFB Front End Document Preparation*

Prior to the Eastern Maintenance Facility (EMF) expansion project 100% submittal, HDR worked in conjunction with SANBAG and the construction management team (Parsons Brinckerhoff – PB) on revising the SCRRA Division 1 standard specifications to make

them more specific to SANBAG's agency requirements. The revisions took place over a two month period during all day meetings involving HDR, PB, and SANBAG. The EMF project Division 1 specifications will serve as the basis for development of the DSBPRP and RPRP Division 1 specifications.

#### *Additional Topographic Survey*

Additional survey was necessitated by revisions to the plans resulting from design review comments from the Army Corp of Engineers and the construction management team just prior to the 100% submittal. Additional survey elevation shots were required throughout the existing facility in order to facilitate redesign in response to design review comments from project stakeholders.

### **Management/Coordination/Meetings Due to Schedule Change**

#### *16. Management/Coordination/Meetings Due to Schedule Change*

The DSBPRP project schedule was extended by four months requiring additional project management, coordination, and meetings for that duration.

### **Executive Summary - Redlands Passenger Rail Project**

Several changes have occurred with the planned approach to delivering the Preliminary Engineering and Environmental Documentation for the Redlands Passenger Rail Project (RPRP). These changes were not anticipated or included as contingency items and are too large to absorb into the current project contingency. They require an amendment to the contract for scope, fee, and schedule. The following is a summary of the four (4) areas of change:

#### *1. Change to Joint EIR/EIS and Additional Technical Studies*

A typical project such as the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Redlands Passenger Rail Project (RPRP) that uses federal funds, require a joint state/federal environmental document. For the state portion of the document, the California Environmental Quality Act (CEQA) must to be followed and typically is performed to the highest level being an Environmental Impact Report (EIR). For the federal portion, the National Environmental Policy Act (NEPA), projects will tend to be evaluated at either a lower level such as an Environmental Assessment (EA) or a high level, an Environmental Impact Study (EIS). For transit related projects, the Federal Transit Administration (FTA) is the environmental lead and will be the agency issuing the NEPA clearance after the local agency certifies the CEQA document. The FTA will issue either a Finding of No Significant Impact (FONSI) for an EA or a Record of Decision (ROD) for an EIS.

The RPRP must change direction from preparing an EIR/EA to preparing an EIR/EIS document. This change is based on direction provided from the Federal Transit

Administration (FTA), Region 9, on May 9, 2012 and further clarified and refined over the past few weeks. Initially, SANBAG and HDR requested that an EIS be performed from the very beginning of the project but the FTA would not agree and required an EA. In conversations with the FTA, they stated that the current Administration requested all federal agencies to try and keep the environmental approval levels as simple as possible. After reviewing some of the initial technical information from the environmental analysis, the FTA concurred that an EIS should be prepared.

The need for an EIS is based on the initial findings of several ongoing technical studies prepared in conjunction with [Amendment No. 4] Task 8.2, which indicate that there is a potential for the RPRP to result in substantial effects related to air quality, biological and cultural resources, noise and vibration, traffic, flooding, and Section 4(f) resources and issues raised in comment letters received during the public scoping process conducted to date.

Preparation of the new document will require a more robust analysis of alternatives along with new impact analyses in areas not originally anticipated. Furthermore, the project must go through another public scoping process to satisfy regulatory requirements associated with the change in document type. Completing the new document will extend the overall project schedule by 10 months. The following are anticipated changes to the environmental document moving from EA to EIS.

- New Notice of Intent (NOI) to prepare an environmental document
- Agency Coordination Plan
- New Scoping Effort
- Section 4(f) evaluation
- Expanded consideration of pertinent Executive Orders
- Expanded and Extensive Economic Impact Analysis (See Omnitrans EA NOI scoping letter statement below.)
- Updates/Revisions to current EA/EIR document
- Change from FONSI to ROD

It must be noted that during the initial EA NOI scoping process, without any consultation with SANBAG, Omnitrans submitted a letter to SANBAG, copied to the FTA, challenging the Redlands Passenger Rail Project based on potential financial impacts to the current Omnitrans funding levels and Title VI, 42 U.S.C. § 2000d et seq., enacted in 1964 which in summary states, "Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination."

## *2. Expanded Regulatory Permitting*

As a part of the change of the environmental document, and in order to provide some overall program implementation schedule relief, draft environmental permit applications and the initiation of permit discussions with resource agencies will be performed. The following draft permit applications are anticipated and included herein:

- Prepare standard section 404 permit and supporting 404(b)(1) alternatives analysis
- Prepare compensatory mitigation plan
- Prepare biological assessment and conduct formal section 7 consultation
- Conduct formal section 106 consultation
- Prepare SB County Flood Control Permit and 33 U.S.C. 408 permit application(s)

### *3. Various Engineering Technical Changes to Scope of Work*

Over the course of the preliminary engineering a number of changes have occurred that require a net adjustment to the scope and fee:

- Addition of bridge APS and PE design for Bryn Mawr Avenue which bridges over the Mission Zanja Channel for access to Proposed Layover Site "A"
- Addition of operational modeling and design consideration for including IEMF as project layover facility site alternative
- Revisions to align scope and fee for GIS effort, right-of-way analysis (identify encroachments of 9-miles of right of way) and system safety planning.
- Addition of a public policy strategist to support the public relations and project acceptance (*this is targeted for maintaining and resolving any issues with Omintrans on the project as well as continue project acceptance by both cities*).

### *4. Project Schedule Extension*

This item covers the cost and additional effort to extend the overall project management for the new and extended baseline work for 10 months. This item includes cost for Project Management, Project Administration, Project Controls, Meetings and QA/QC.

## ATTACHMENT A:

### SUMMARY OF FEES

| <b>Downtown San Bernardino Passenger Rail Project Scope of Service Changes</b> |  |                    |                          |
|--|--|--------------------|--------------------------|
| Item   | Description  | Cost               | Fee Spreadsheet Location |
|  | <b>San Bernardino Transit Center Changes Resulting from City of San Bernardino Future Development Site</b> |                    |                          |
| 1  | Metrolink Crew Building Parking Lot and Access Road Changes  |                    |                          |
|  | a. Civil   | \$40,000.00        | 7.3.8                    |
|  | b. Architectural/MEP/Landscaping (MEP - Mechanical, Electrical, Plumbing)                                  | \$16,000.00        | 7.5.1                    |
|  | c. Crew Building Re-Orientation  | \$5,000.00         |                          |
|  | d. Platform Pedestrian Overpass Concepts   | \$5,000.00         |                          |
|  | e. G Street to E Street Pedestrian/Bike/Emergency Egress Connection Concepts                               | \$5,000.00         |                          |
|  | <b>Subtotal:</b>   | <b>\$71,000.00</b> |                          |
| 2  | Redesign of Detention Basin for Omnitrans and City Owned Sites   |                    |                          |
|  | a. Civil & Drainage Design   | \$70,000.00        | 7.3.8/3.1                |
|  | b. Additional Survey for new Retention Basin Location (PDC)  | \$5,750.00         | ODC for PDC Support      |
|  | c. Development of Stormdrain Easements and Right-Of-Way Acquisitions                                       | \$14,000.00        | 7.3.15                   |
|  | <b>Subtotal:</b>   | <b>\$89,750.00</b> |                          |
| 3  | Redesign of Passenger Access and Platforms   |                    |                          |
|  | a. Architectural & Civil   | \$24,500.00        | 7.5.1                    |
|  | <b>Subtotal:</b>   | <b>\$24,500.00</b> |                          |
| 4  | SoCal Gas Modification Due to City Future Development  |                    |                          |
|  | a. Retaining/Perimeter Wall Layout & Design Modifications (Civil/Structural)                               | \$26,500.00        | 7.3.8 and 7.3.15         |
|  | b. Right-of-Way Acquisitions/Modifications/Support   | \$8,500.00         | 7.3.8                    |
|  | <b>Subtotal:</b>   | <b>\$35,000.00</b> |                          |
| 5  | Revised Plat & Legal Descriptions for ROW Changes to   |                    |                          |

|          |   |                     |                               |
|----------|---|---------------------|-------------------------------|
|          | <b>Adjacent Properties</b>  |                     |                               |
|          | a. Preparation (HDR)  | \$6,000.00          | 7.3.15                        |
|          | b. Preparation (PDC)  | \$25,000.00         | 3.2.3, 3.2.5,<br>3.2.6, 3.2.7 |
|          | c. Easements and Exhibits for Concepts  | \$10,000.00         |                               |
|          | <b>Subtotal:</b>  | <b>\$41,000.00</b>  |                               |
| <b>6</b> | <b>Post 100% Plan Submittal Redesign of Metrolink Crew Building Parking Lot and Access Road</b> |                     |                               |
|          | a. Civil Layout and Design Modifications  | \$22,000.00         |                               |
|          | b. Utilities Design and Coordination  | \$14,500.00         |                               |
|          | c. Drainage Layout and Design Modifications   | \$5,000.00          |                               |
|          | d. Security Layout and Design   | \$15,000.00         |                               |
|          | e. MEP - (Lighting & Security)  | \$10,000.00         |                               |
|          | f. Site Concepts and Coordination   | \$7,500.00          |                               |
|          | h. Landscape Layout and Design  | \$6,250.00          |                               |
|          | i. ROW/Fencing Layout and Design  | \$6,250.00          |                               |
|          | K. Plats & Legals Revisions (PDC)   | \$3,000.00          |                               |
|          | j. H&H Report Revisions   | \$3,750.00          |                               |
|          | j. Wayfinding & Signage Layout and Design   | \$6,250.00          |                               |
|          | <b>Subtotal:</b>  | <b>\$99,500.00</b>  |                               |
|          | <b>Changes Resulting from Stakeholders</b>  |                     |                               |
| <b>7</b> | <b>Omnitrans</b>  |                     |                               |
|          | Move Omnitrans Bus Stop from 3 <sup>rd</sup> Street to 2 <sup>nd</sup> Street                   |                     |                               |
|          | a. Design (HDR)   | \$18,250.00         | 7.3.1 and 7.3.4               |
|          | b. Additional Survey (PDC)  | \$1,800.00          | ODC for PDC Support           |
|          | <b>Platform Design Modifications at E Street</b>  |                     |                               |
|          | a. Civil  | \$24,250.00         | 7.3.9                         |
|          | b. Architectural  | \$15,500.00         | 7.5.1                         |
|          | c. Structural Re-design Metrolink Typical Section of E Street Platform                          | \$24,000.00         | 7.3.9                         |
|          | d. Platform Canopies layout & design modifications at E Street                                  | \$19,750.00         | 7.5.5                         |
|          | e. Platform lighting layout & design modifications at E Street                                  | \$18,500.00         | 7.3.9 and 7.5.2               |
|          | f. Security Camera Design   | \$16,000.00         | 7.4.1, 7.4.6,<br>7.5.1, 7.5.6 |
|          | g. Utilities Inter-Project Design   | \$20,000.00         |                               |
|          | h. Sidewalk Modifications   | \$10,000.00         |                               |
|          | <b>Subtotal:</b>  | <b>\$168,050.00</b> |                               |

|    |  |                     |   |
|----|--|---------------------|---|
| 8  | <b>Metrolink</b>   |                     |   |
|    | a. Electronic Passenger Information Systems (EPIS)   | \$22,500.00         | 7.13.1 through 7.13.3                               |
|    | b. Revisions to the SCRRA Crewhouse Security & Communications Rooms (Civil/Architecture/MEP)   | \$42,500.00         | 7.13.2  |
|    | c. PTC Tower Addition and Resulting Metrolink /BNSF Signal House Relocation  | \$16,750.00         | 7.2.4   |
|    | d. EMF Security Cameras/Conduit  | \$21,000.00         | 7.7.13  |
|    | e. Wayside Power Units and Air Compressors   | \$34,000.00         |   |
|    | f. Metrolink PTC Track Charts  | \$60,000.00         |   |
|    | <b>Subtotal:</b>   | <b>\$196,750.00</b> |   |
| 9  | <b>BNSF Track Reconfiguration</b>  |                     |   |
|    | a. Four Different Alternative Configurations ( 2 on the east side and 2 on the west side) and Platform 'A' Reconfiguration/Emergency Egress/Drainage/Architectural/MEP/Track | \$90,750.00         | 7.1.3, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.3.7            |
|    | <b>Subtotal:</b>   | <b>\$90,750.00</b>  |   |
| 10 | <b>SANBAG Design Changes</b>   |                     |   |
|    | a. Public Art  | \$17,750.00         | 7.3.6 and 7.4.1 & 7.2.2, 7.3.9, 7.4.1, 7.4.7, 7.5.8 |
|    | b. Parking Lot Modifications for Passenger Drop off & ADA  | \$25,000.00         | 7.4.1, 7.4.6, 7.5.1, 7.5.6 & 7.3.6 and 7.4.2        |
|    | c. Security Vehical Charging Station and Canopy  | \$10,500.00         | 7.3.6, 7.4.1, 7.4.2                                 |
|    | d. Emergency Push Gates at the Santa Fe Depot  | \$5,500.00          | 7.4.1   |
|    | e. Additional Topographic Survey (PDC)   | \$2,500.00          | 3.2.3, 3.2.5, 3.2.6, 3.2.7                          |
|    | f. Laurel Street Grade Separation Coordination   | \$8,000.00          | 1.1.3   |
|    | g. Security & Communications – Design Modifications at Santa Fe Garage, parking lots, G street crossing, etc. (HDR)  | \$20,000.00         | 7.4.1, 7.4.6 and 7.5.1, 7.5.6                       |
|    | h. Security & Communications – Design Modifications at Santa Fe Garage, parking lots, G street crossing, etc. (PAC)  | \$5,000.00          | ODC for PAC Support                                 |
|    | <b>Subtotal:</b>   | <b>\$94,250.00</b>  |   |
| 11 | <b>Revisions to Utility Design</b>   |                     |   |
|    | a. Update Design based on Underground Scanning and Late Information provided by City   | \$23,000.00         | 7.8   |
|    | b. Ground Penetrating Radar  | \$35,000.00         | ODC   |
|    | c. Underground Fire Service Systems & Approval (Relocation)  | \$21,000.00         | 7.8   |
|    | <b>Subtotal:</b>   | <b>\$79,000.00</b>  |   |

|    |  |                     |  |
|----|--|---------------------|--|
| 12 | Additional ROW Support   |                     |  |
|    | a. Provide a Detailed ROW Delineation at Santa Fe Depot (BNSF Purchase Agreement)                                | \$10,750.00         | 7.3.6                                    |
|    | b. Detailed ROW Delineation at Caltrans I-215  | \$6,500.00          | 7.3.6                                    |
|    | c. Additional Survey (PDC)   | \$5,000.00          | 3.2.3, 3.2.5, 3.2.6, 3.2.7               |
|    | <b>Subtotal:</b>   | <b>\$22,250.00</b>  |  |
| 13 | Design of IEMF Connection (Inland Empire Maintenance Facility, SANBAG Owned Property)                            |                     |  |
|    | a. Track Alignment Modifications   | \$88,000.00         | 7.1.3, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 4.2.1 |
|    | b. 3rd Street at Grade Crossing Redesign   | \$30,000.00         | 7.3.1, 7.3.3, and 7.3.4                  |
|    | c. Right-of-Way Modifications  | \$10,000.00         | 7.3.1, 7.3.3, and 7.3.5                  |
|    | d. Drainage/Emergency Egress/Signal Design Modifications for Santa Fe Depot Platforms and 2nd Street             | \$18,500.00         | 7.3.1, 7.3.3, and 7.3.4                  |
|    | <b>Subtotal:</b>   | <b>\$146,500.00</b> |  |
| 14 | FTA Delays (Federal Transit Administration)  |                     |  |
|    | a. ROW Coordination (HDR) (Environmental Approval & Delays)  | \$23,000.00         | 5.3                                      |
|    | b. Revisions & New Appraisals (Environmental Approval & Delays)  | \$69,000.00         | ODC Epic                                 |
|    | b. Level Boarding Report (New Federal Regulation)  | \$50,000.00         | 4.4.1                                    |
|    | <b>Subtotal:</b>   | <b>\$142,000.00</b> |  |
| 15 | EMF Additional Revisions   |                     |  |
|    | a. Army Corps of Engineers and SB County Flood Control Additional Requested Drainage and Structural Calculations | \$17,000.00         | 4.5.9                                    |
|    | c. Revisions resulting from Construction Manager (CM) Constructability Review                                    | \$10,750.00         | 7.7.12                                   |
|    | d. IFB Front End Document Preparation  | \$17,250.00         | 7.12.1                                   |
|    | e. Additional Topographic Survey (PDC)   | \$2,500.00          | ODC for PDC                              |
|    | <b>Subtotal:</b>   | <b>\$47,500.00</b>  |  |
| 16 | Management/Coordination/Meetings Due to Schedule Creep from February 2, 2012 to June 25, 2012                    | \$132,000.00        | 1.1 through 1.5 & 2.1 through 2.1.5      |
|    | <b>Subtotal:</b>   | <b>\$132,000.00</b> |  |

|    |   |                       |  |
|----|---|-----------------------|--|
| 17 | Contingency for Post Final Design to Bid Period Coordination and Document Modifications | \$250,000.00          |  |
|    | <b>TOTAL</b>  | <b>\$1,729,800.00</b> |  |

**PRPR Out of Scope Items  
Revised July 6, 2012**

| Item    | Description  | Cost               | Fee Spreadsheet Location |
|---------|--|--------------------|--------------------------|
| 18<br>2 | Change Document from EA to EIS and New Tech Studies (new work) | \$502,500          |                          |
| 3       | Draft Permit Applications and Initiation of Permit Discussions | \$322,000          |                          |
| 4       | New or Modified Engineering Issues                             | \$160,000          |                          |
| 5       | Schedule Extension   | \$185,000          |                          |
|         | <b>TOTAL</b>   | <b>\$1,169,500</b> |                          |

|                    |                    |
|--------------------|--------------------|
| <b>GRAND TOTAL</b> | <b>\$2,889,300</b> |
|--------------------|--------------------|

## **Exhibit "B"**

### **Contract No. C10079 Amendment 6**

#### **Change from Environmental Assessment to an Environmental Impact Statement**

A typical project such as the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Redlands Passenger Rail Project (RPRP) that uses federal funds, require a joint state/federal environmental document. For the state portion of the document, the California Environmental Quality Act (CEQA) must be followed and typically is performed to the highest level being an Environmental Impact Report (EIR). For the federal portion, the National Environmental Policy Act (NEPA), projects will tend to be evaluated at either a lower level such as an Environmental Assessment (EA) or a high level, an Environmental Impact Study (EIS). For transit related projects, the Federal Transit Administration (FTA) is the environmental lead and will be the agency issuing the NEPA clearance after the local agency certifies the CEQA document. The FTA will issue either a Finding of No Significant Impact (FONSI) for an EA or a Record of Decision (ROD) for an EIS. Initially, SANBAG and HDR requested that an EIS be performed from the very beginning of the project but the FTA would not agree and required an EA. In conversations with the FTA, they stated that the Obama Administration requested all federal agencies to try and keep the environmental approval levels as simple as possible. After reviewing some of the initial technical information from the environmental analysis, the FTA concurred that an EIS should be prepared.

## Exhibit "C"

### Contract No. C10079 Amendment 6

#### Contract Amendment History

Below is the contract history between SANBAG and HDR identifying the amendments that have been approved by the Board.

- Original Contract – Approved February 2010 for \$7,390,150.
- Amendment No. 1 – Approved June 2010 for \$1,021,704 for the sbX Bus Rapid Transit project right-of-way acquisition services. Total not-to-exceed amount following this amendment was \$8,411,854.
- Amendment No. 2 – Approved January 2011 for \$2,962,795 for additional design services for tasks on DSBPRP and RPRP and an additional \$118,729 for sbX right-of-way acquisition services. Total not-to-exceed amount following this amendment was \$11,374,649.
- Amendment No. 3 – Approved June 2011 for an additional net increase of \$4,866,142. The amendment included removal of the right-of-way acquisition services for the Omnitrans sbX bus rapid transit project and added scope to include completion of construction bid documents for the DSBPRP portion of the Project. Total not-to-exceed amount following this amendment was \$15,565,358.
- Amendment No. 4 – Approved September 2011 for \$8,995,000 for environmental clearance and preliminary engineering the RPRP portion of the Project. In general this work included replacement of track, bridges, and grade crossings, construction of passing sidings, stations, railroad signals and communication systems, Positive Train Control, a maintenance facility, locomotive and passenger car procurement and rehab. Total not-to-exceed amount following this amendment was \$24,560,358.
- Amendment No. 5 – Approved January 2012 for \$3,924,694 for additional design services and for design services during construction. Total not-to-exceed amount following this amendment is \$28,485,052.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG 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. SANBAG 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   |

|            |  |
|------------|--|
| 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   |

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996