

AGENDA

Commuter Rail & Transit Committee Meeting

January 15, 2015

9:00 AM

Location

SANBAG

First Floor Lobby

1170 W. 3rd Street, San Bernardino, CA 92410

Commuter Rail & Transit Committee Membership

Chair

Mayor Paul Eaton
City of Montclair

Mayor L. Dennis Michael
City of Rancho Cucamonga

Vice Chair

Supervisor James Ramos
County of San Bernardino

Mayor Ray Musser
City of Upland

Mayor Pro Tem Jon Harrison
City of Redlands

Council Member Richard Riddell
City of Yucaipa

Mayor Pro Tem Bill Jahn
City of Big Bear Lake

Mayor Pro Tem Alan Wapner
City of Ontario

Council Member Mike Leonard
City of Hesperia

Mayor Deborah Robertson
City of Rialto

Mayor Larry McCallon
City of Highland

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

AGENDA

Commuter Rail & Transit Committee Meeting

**January 15, 2015
9:00 AM**

**Location
SANBAG Office
First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410**

CALL TO ORDER

(Meeting Chaired by Paul Eaton)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Marleana Roman

Possible Conflict of Interest Issues for the Commuter Rail and Transit Committee Meeting of January 15, 2015

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

1. Information Relative to Possible Conflict of Interest

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest for the Commuter Rail and Transit Committee.

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Transit/Rail

- 2. Construction Contract Change Orders to on-going SANBAG Construction Contracts with Shimmick and Kemp Bros Construction for the San Bernardino Transit Center and Downtown San Bernardino Passenger Rail Project.**

Receive and File Change Orders.

Mitch Alderman

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

- 3. October/November 2014 Right-of-Way Grants of Use Report**

That the Commuter Rail and Transit Committee receive October and November 2014 Right-of-Way Grants of Use Report.

Monica Morales

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

DISCUSSION ITEMS

Discussion - Transit/Rail

- 4. City of Fontana Cooperative Agreement - Sierra Avenue & Juniper Avenue At-Grade Crossing Improvements**

That the Commuter Rail and Transit Committee recommend the Board authorize the Executive Director to enter into Cooperative Agreement No. 15-1001097 with the City of Fontana for the preparation of plans, specifications, and estimate (PS&E) and completion of construction improvements for the Sierra Avenue and Juniper Avenue at-grade crossings on the San Gabriel Railroad Subdivision.

Justin Fornelli

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item.

- 5. Southern California Regional Rail Authority Cooperative Agreement - Rail-Related Support Services**

That the Commuter Rail and Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission approve Cooperative Agreement No. 15-1001125 with the Southern California Regional Rail Authority to provide rail-related support services for rail corridor improvement projects within San Bernardino County, and authorize the Executive Director to execute the Cooperative Agreement and Work Orders issued under the Cooperative Agreement up to \$100,000 per Work Order.

Justin Fornelli

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement have been reviewed by SANBAG General Counsel.

6. Release RFP 15-1001093, Final Design Services and RFP 15-1001146, Program Management Services for the Redlands Passenger Rail Project

That the Commuter Rail and Transit Committee recommend the Board:

A. Release Request for Proposal 15-1001093 for Final Design Consultant Services for the Redlands Passenger Rail Project; and

B. Release Request for Proposal 15-1001146 for Program Management Consultant Services for the Redlands Passenger Rail Project.

Mitch Alderman

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

7. Memorandum of Understanding No. 15-1001047 with the City of Redlands and Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the advancement of the Redlands Passenger Rail Project

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission, authorize the Executive Director to execute the following:

A. Memorandum of Understanding No. 15-1001047 with the City of Redlands for the implementation of the Redlands Passenger Rail Project.

B. Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the implementation of the Redlands Passenger Rail Project.

Justin Fornelli

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 draft Memorandums of Understanding.

8. Contract No. C12178 Amendment No. 2 with Parsons Brinckerhoff

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

A. Approve Amendment No. 2 to Contract No. C12178 with Parsons Brinckerhoff (PB) for additional construction management services for the Omnitrans Bus facility, increasing the contract amount by \$515,701 for an amended not-to-exceed amount of \$1,231,591.

The Board, acting as the San Bernardino County Transportation Commission:

B. Allocate \$515,701 of Valley Local Transportation Funds to the San Bernardino Transit Center Project in lieu of the Valley State Transit Assistance Funds that were originally identified for the project.

Mitch Alderman

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 draft contract amendment.

Discussion - Transportation Programming and Fund Administration

9. Transit and Rail Fiscal Year 2014/2015 Department Budget Amendment

That the Commuter Rail and Transit Committee recommend the Board approve a budget amendment to the SANBAG Fiscal Year 2014/2015 Budget to increase Task No. 0310 Transit Operating by \$25,835 in Victor Valley Project Development and Traffic Management Systems funds and \$6,868 in North Desert Project Development and Traffic Management Systems funds for the Victor Valley Transit Authority Vanpool Program.

Nancy Strickert

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

10. Fiscal Year 2014/2015 Section 5310 Funding Award

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

A. Approve the Fiscal Year 2014/2015 Federal Transit Administration Section 5310 Program of Projects for San Bernardino County as identified in Attachment A.

B. Adopt Resolution No. 14-031 certifying the projects awarded for funding meet the requirements of the Section 5310 requirements and are consistent with the Regional Transportation Plan.

Nancy Strickert

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

11. Transportation Development Act Triennial Performance Audits for Fiscal Years 2012/2013/2014

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. 15-1001098 with PMC for the Fiscal Year 2012 – 2014 Transportation Development Act Triennial Performance Audits in an amount not-to-exceed \$124,369.

Carrie Schindler

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement were reviewed by SANBAG General Counsel.

12. Valley Transportation Services, Inc./Omnitrans Efficiencies

That the Commuter Rail and Transit Committee receive a presentation on the examination of opportunities for operational efficiencies between Valley Transportation Services, Inc. and Omnitrans.

Andrea Zureick

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

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments from the General Public

ADJOURNMENT

Additional Information

Attendance

Entities

Meeting Procedures and Rules of Conduct

General Practices for Conducting Meetings

Acronym List

Mission Statement

The next Commuter Rail and Transit Committee Meeting will be February 12, 2015

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request.

For additional information call (909) 884-8276.

- 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: January 15, 2015

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 for the Commuter Rail and Transit Committee.

Background:
 In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
2	C14002	Kemp Bros. Construction Inc. <i>Steven R. Solaas</i>	Howard Contracting Harris Rebar Winegardner SCW Contracting Corp. KCB Towers Schmitt Contracting Crownier Sheet Metal MK Roofing Hutington Glazing Continental Marble & Tile Company Hamilton Ceiling Systems JH Bryant Signs & Lucite Products Landscape Forms Empyrean Plumbing Inc. Air Flow Safeway Electric A&S Cement Contractors Inc. Western Paving Contractors Inc. Century Fences Pacific Premier Landscape Robert B Longway Inc. DBC Inc.

Entity: CMA, COG, CTA, CTC, SAFE

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2	C14001	Shimmick Construction Company Inc. <i>Paul Camaur</i>	Allied Steel Co., Inc. Marina Landscape, Inc. Innovative Concrete & Engineering Giroux Glass Winegardner Masonry Excelsior Elevator Fencecorp Inc. Ellis Excavating Gerdau Eberhard EMC Rutherford Co., Inc. M.B. Herzog Electric Hardy & Harper, Inc.
4	C12178	Parsons Brinkerhoff <i>Douglas B. Sawyer</i>	Leighton Consulting Simon Wong Engineering

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *January 15, 2015*

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts with Shimmick and Kemp Bros Construction for the San Bernardino Transit Center and Downtown San Bernardino Passenger Rail Project.

Recommendation:

Receive and File Change Orders.

Background:

Of SANBAG's two on-going Transit and Rail Construction Contracts, one had a Construction Change Order (CCO) approved since the last reporting to the Commuter Rail & Transit Committee. The CCO is listed below:

A. Contract Number C14002 with Kemp Bros. Construction, Inc. for construction of the San Bernardino Transit Center project: CCO No. 4 (\$112,655.98 increase for additional parking lot revisions at the Affaitati property; providing armed guard services at the Department of Homeland Security parking lot; miscellaneous building/site RFI changes, including furnishing trash receptacles with clear liners, remove and grind concrete curb adjacent to building window wall system, install additional PVC sewer pipe, and install additional daylight harvesting sensors).

B. Contract Number C14001 with Shimmick Construction Company, Inc. for construction of the Downtown San Bernardino Passenger Rail Project: No CCO this reporting period.

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0322 and 0324.

Reviewed By:

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

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
 Commuter Rail & Transit Committee
 Date: January 15, 2015

Witnessed By:

Entity: CTC

Rail and Transit Construction Contracts

San Bernardino Transit Center – Executed Change Orders		
Number	Description	Amount
1	Removal and Disposal of man-made objects (CN 1-\$50,000), and Remove & Replace AC (CN 7-\$31,000)	\$81,000.00
2	Additional Traffic Signal Conduit (CN 3-\$67,046.17), Install Interim Irrigation at Affaitati property (CN 4-\$9,144.15), New Block Wall Drain and Blockout (CN 5-\$9,763.87), Revised Roof Hatch and other Building Revisions (CN 8-\$10,547.77), Remove Buried Debris at Rialto (CN 9-\$5,185.96).	\$101,687.92
3	Affaitati Parking Lot Revisions (CN 2-\$88,941.45), Misc Building/Site Submittal and RFI changes (CN 8.1-\$48,238.58), Storm and Sewer Pipeline Revisions (CN 10-\$17,345.45), Utility Service Feeds (CN 12-\$46,600.00).	\$201,125.48
4	Affaitati Additional Parking Lot Revisions (CN 2.1-\$63,328.70), Armed Guard Services (CN 6-\$14,856.30), Misc Building/Site Submittal and RFI changes (CN 8.2-\$34,470.98).	\$112,655.98
CCO TOTAL		\$496,469.38
APPROVED CONTINGENCY		\$631,175.00
REMAINING CONTINGENCY		\$134,705.62

Downtown San Bernardino Passenger Rail Project – Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$0
APPROVED CONTINGENCY		\$2,981,464.00
REMAINING CONTINGENCY		\$2,981,464.00

Bold-Construction Change Orders approved since the last reporting to the Commuter Rail Transit Committee
Amounts shown in parentheses represent a credit to the Agency



Minute Action

AGENDA ITEM: 3

Date: *January 15, 2015*

Subject:

October/November 2014 Right-of-Way Grants of Use Report

Recommendation:

That the Commuter Rail and Transit Committee receive October and November 2014 Right-of-Way Grants of Use Report.

Background:

The Board of Directors adopted the SANBAG Rail Property Policy (Policy No. 31602) on July 2, 2014. Within the policy under Section B - Policy Principals and Authority to Execute Grants of Right of Use, the Board authorized the Executive Director, or designee, to approve all grants of rights of use documents as approved to form by General Counsel.

A list of all grants of use that were executed by the Executive Director and/or designee during the month of October and November is presented herein as Attachment A.

Financial Impact:

This item imposes no impact on the Fiscal Year 2014/2015 budget. Presentation of the monthly Right-of-Way report demonstrates compliance with the SANBAG Rail Property Policy (Policy No. 31602).

Reviewed By:

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

Responsible Staff:

Monica Morales, Transit Analyst

Approved
 Commuter Rail & Transit Committee
 Date: January 15, 2015

Witnessed By:

Entity: CTA, CTC

Attachment A

October/November Right-of-Way Grants of Use Report

Vendor Name	Contract No.	Agreement Type	Linked Agreements	Executed Date	Term Date	Amount	Fee's Waived	Waived Fee Amount	Waived Fee Comments
Cox	RRND007202	License-Term	None	10/14/2014	11/14/2014	\$ -	N/A	N/A	N/A
City of Rialto	R13160	License-Term	R13167	10/21/2014	11/21/2014	\$ -	N/A	N/A	N/A
Sully-Miller Contracting, Inc	R14157	ROE *A1	C09168	11/10/2014	09/12/2014	\$ 560.00	N/A	N/A	N/A

Minute Action

AGENDA ITEM: 4

Date: *January 15, 2015*

Subject:

City of Fontana Cooperative Agreement - Sierra Avenue & Juniper Avenue At-Grade Crossing Improvements

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board authorize the Executive Director to enter into Cooperative Agreement No. 15-1001097 with the City of Fontana for the preparation of plans, specifications, and estimate (PS&E) and completion of construction improvements for the Sierra Avenue and Juniper Avenue at-grade crossings on the San Gabriel Railroad Subdivision.

Background:

This agreement defines the roles and responsibilities between SANBAG and the City of Fontana for the preparation of plans, specifications, engineering estimate, and construction of improvements at the Sierra Avenue and Juniper Avenue at-grade crossings in the City of Fontana along the San Gabriel Railroad Subdivision, which carries the Metrolink San Bernardino Line. The City is the project originator and owner and has requested that SANBAG be the lead for the design, construction, and coordination with the Southern California Regional Rail Authority (SCRRA), which operates Metrolink.

The City of Fontana has identified these two crossings as needing pedestrian improvements, as sidewalks along both Sierra and Juniper Avenues terminate at the at-grade crossings. This project is located in the heart of downtown Fontana, in a bustling, growing area of the City where foot and bicycle traffic is common. These crossings also book-end the Fontana Metrolink Station and the Omnitrans Transfer Center and improvements will help provide a safe pedestrian route to these transit connection points.

This project proposes to construct six foot wide sidewalks, curb and gutter on both sides of Sierra and Juniper Avenues through the at-grade crossings, widen Sierra Avenue within the existing SANBAG railroad right-of-way, install pedestrian crossing gates/arms, swing gates, and channelization at each crossing, and install Class III bike lane signage.

In December 2011, as part of the FY 2010-2011 Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Call for Projects, SANBAG awarded the City \$750,000 in TDA Funds, with a local match of \$250,000 from City funds for a total project cost of \$1 million, for the pedestrian improvements at the Sierra Avenue at-grade crossing. In July 2013, as part of the FY 2013-2014 TDA Article 3 Bicycle and Pedestrian Facilities Call for Projects, SANBAG awarded the City \$750,000 in TDA Funds, with a local match of \$250,000 from City funds, for a total cost of \$1 million for improvements at the Juniper Avenue at-grade crossing.

Entity: *CTC*

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Due to City staff limitations and inexperience working on railroad related projects, the City has requested that SANBAG complete the implementation of the two projects, including project management services; engineering, design, and construction services; procurement; management of a contractor; and coordination with SCRRA. The current project estimate to complete the pedestrian improvements at Sierra Avenue and Juniper Avenue is \$1,043,835 and \$1,052,078 respectively. In addition to spelling out the roles and responsibilities, this agreement will authorize the transfer to SANBAG of the TDA Article 3 allocations in order to allow SANBAG to seek reimbursement as the administrator of the project. The City has also agreed to reimburse SANBAG for 25% of the project costs up to a total of \$250,000 for each crossing using local City funds per the requirements of the TDA Article 3 allocations. The City will also be responsible to reimburse SANBAG for any costs to complete improvements that exceed \$1 million for each crossing.

Financial Impact:

No financial impact at this time. All project expenses will be reimbursed by the City of Fontana.

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.

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 15-1001097 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of Fontana

Contract Description Completion of improvements at Sierra Ave. and Juniper Ave. at-grade crossings

Board of Director's Meeting Date: February 4, 2015

Overview of BOD Action: Enter into an agreement with the City of Fontana for the preparation of PS&E and completion of construction for pedestrian improvements to the Sierra Ave and Juniper Ave. at-grade crossings on the San Gabriel Subdivision

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	595,913	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	595,913	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 595,913

Contract Start Date 2/4/15	Current Contract Expiration Date 12/31/16	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0325.

A Budget Amendment is required.

How are we funding current FY? LTF Article 3 and City reimbursement

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

A funding swap occurred at Board on Jan. 7, 2015. LTF Article 3 and City reimbursement

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name)	Signature	Date
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Task Manager (Print Name)	Signature	Date
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Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
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Contract Administrator (Print Name)	Signature	Date
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Chief Financial Officer (Print Name)	Signature	Date
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COOPERATIVE AGREEMENT NO. 15-1001097

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

THE CITY OF FONTANA

FOR THE

PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) AND
COMPLETION OF CONSTRUCTION IMPROVEMENTS
FOR THE SIERRA AVENUE and JUNIPER AVENUE at METROLINK AT-GRADE
CROSSING IMPROVEMENT PROJECT

This Cooperative Agreement (“AGREEMENT”) is made and entered into on the _____ day of _____ 2015, by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, hereinafter referred to as “SANBAG” and the City of Fontana, hereinafter referred to as “CITY”, and sometimes individually or collectively hereinafter referred to as “PARTY” or “PARTIES”. This agreement defines the roles and responsibilities of SANBAG and CITY for the preparation of Plans, Specifications, and Estimate, hereinafter referred to as “PS&E” and construction improvements of the SIERRA AVENUE and JUNIPER AVENUE AT-GRADE CROSSING IMPROVEMENT PROJECT in the City of Fontana, hereinafter referred to as the “PROJECT”.

RECITALS

WHEREAS, the PROJECT proposes to construct six foot wide sidewalk, curb and gutter on both sides of the Sierra Avenue and Juniper Avenue at-grade crossings, widen Sierra Avenue within existing SANBAG right-of-way, install pedestrian crossing gates/arms, swing gates, and channelization at each crossing that meet the Southern California Regional Rail Authority (SCRRA) Highway-Rail Grade Crossings Recommended Design Practices and Standards Manual and adhere to California Public Utility Commission requirements, and install Class III bike lane signage; and

WHEREAS, the CITY is the PROJECT owner, SANBAG is the owner of the railroad right-of-way, and SCRRA is the operator and maintainer of the railroad and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements; and

WHEREAS in December 2011 SANBAG awarded the CITY \$750,000 in Transportation Development Act Article 3 Funds, with a local match of \$250,000 from CITY funds, for a total cost of \$1 million for improvements at the Sierra Ave at Metrolink at-grade crossing; and

WHEREAS in July 2013 SANBAG awarded the CITY \$750,000 in Transportation Development Act Article 3 Funds, with a local match of \$250,000 from CITY funds, for a total cost of \$1 million for improvements at the Juniper Ave at Metrolink at-grade crossing; and

WHEREAS, the CITY has requested SANBAG complete the implementation of the PROJECT, including project management services, engineering design and construction

services, procurement and management of a contractor, and coordination with Southern California Regional Rail Authority; and,

WHEREAS, SANBAG and CITY desire to cooperate in the PROJECT; and

WHEREAS the CITY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG RESPONSIBILITIES:

1. SANBAG shall render project management services and provide engineering support services utilizing SANBAG's available staff which will be supplemented with on-call consultants that are specifically tasked for completing the PROJECT.
2. SANBAG will procure the necessary professional services to establish a project team to supplement the team as warranted for the PROJECT.
3. SANBAG shall execute appropriate agreements with SCRRA to facilitate and coordinate the completion of the PROJECT.
4. SANBAG shall procure and manage a qualified contractor to complete the construction of the PROJECT improvements.
5. SANBAG shall designate a Project Manager to represent SANBAG through whom all communications between the PARTIES shall be channeled.
6. SANBAG, prior to commencing work on PROJECT, shall provide the CITY with a proposed project schedule to complete the PROJECT.
7. SANBAG shall coordinate and conduct project development team meetings on a monthly basis to provide the CITY with a PROJECT update that includes schedule updates, PROJECT cost updates, scope updates, status of action items, and status of issues/concerns.
8. SANBAG agrees to have the PS&E documents and drawings of civil, structural, electrical, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. Any engineering reports, and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.
9. The PS&E and construction of the PROJECT shall be performed in accordance with SCRRA and CITY standards and practices. The construction bid package will be based on the following standards but not be limited to:
 - a. Standard Specifications for Public Works Construction (Greenbook)

- b. Standard Plans for Public Works Construction
 - c. City Standard Specifications
 - d. SCRRRA Standard Plans
 - e. City Standard Plans
 - f. AASHTO Geometric Design of Highways and Streets and other AASHTO Standards
 - g. BNSF/UP RailRoad Standard Plans and Specifications
 - h. Other applicable standard plans and specifications
10. All work performed by SANBAG or performed on SANBAG's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that apply to the CITY.
 11. SANBAG shall make all PROJECT work performed by SANBAG available for review and comment by the CITY and SANBAG and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
 12. SANBAG and its consultants and contractors shall apply for encroachment permits authorizing entry of SANBAG and its consultants onto CITY right of way to perform design and construction activities, including surveying and geotechnical borings, required by the PROJECT.
 13. SANBAG agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
 14. SANBAG agrees to identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.

SECTION II

CITY RESPONSIBILITIES:

1. CITY shall designate a Project Manager to represent CITY through whom all communications between the PARTIES shall be channeled.
2. As the CEQA Lead Agency for the PROJECT, CITY shall comply with all requirements of CEQA, and complete and file all environmental documentation required to proceed with the PROJECT.
3. CITY's Project Manager shall be responsible for distributing PROJECT submittals for review and comment to the CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning
4. CITY shall review and comment on all PROJECT work performed by SANBAG. CITY's Project Manager shall transmit all review comments to SANBAG within 20

- working days after the submittal is received by the CITY. If comments are not provided by the 20th working day, SANBAG will deem the submittals approved by CITY and shall notify the CITY of its intention to move forward with PROJECT execution. The CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT related submittals requiring CITY review and comment. SANBAG and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
5. CITY agrees its Project Manager shall be responsible for preparing CITY staff reports for city council consideration and SANBAG agrees to provide supporting documentation for the staff reports.
 6. Under CEQA, the CITY, as the Lead Agency, is the decision-making body and shall make a CEQA Determination on the PROJECT and file the necessary environmental document with the county clerk and complete all public notifications and hearings.
 7. CITY agrees to be the lead agency for addressing legal challenges to the environmental document.
 8. CITY agrees to exempt SANBAG from plan check fees for submittal reviews.
 9. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative and construction activities required by the PROJECT.
 10. CITY agrees to provide at no cost to SANBAG existing improvement plans, and standard plans and specifications.
 11. CITY agrees to provide SANBAG copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
 12. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
 13. CITY agrees to enter into new license agreements for the Sierra Avenue and Juniper Avenue at-grade crossings, detailing the improvements associated with this PROJECT and the roles and responsibilities pertaining to ongoing maintenance of the crossings.

SECTION IIIIT IS MUTUALLY AGREED:

1. The total estimated cost for SANBAG's Project Management/Administration, PS&E, Construction, Construction Management, SCRRA Administration and flagging is estimated at; one million forty three thousand eight hundred thirty five dollars (\$1,043,835) for Sierra Avenue as detailed in Attachment A and one million fifty two thousand seventy eight dollars (\$1,052,078) for Juniper Avenue as detailed in Attachment B.
2. SANBAG will track expenses for each crossing individually to ensure Transportation Development Act (TDA) Article 3 requirements are met and reimbursements for each crossing are realized.
3. The CITY authorizes the transfer to SANBAG of TDA Article 3 Allocation Number S-1212-025 in an amount of \$750,000 for Sierra Avenue At-Grade Crossing Improvements and TDA Article 3 Allocation Number S-1407-07 in an amount of \$750,000 for Juniper Avenue At-grade Crossing Improvements in order to allow SANBAG to seek reimbursement as the administrator of the PROJECT.
4. CITY agrees to reimburse SANBAG for 25% of PROJECT costs up to a total of \$250,000 for each crossing using local CITY funds per the CITY's TDA Article 3 Allocations.
5. CITY is responsible to reimburse SANBAG for any costs to complete improvements at the Sierra Avenue portion of the PROJECT that exceed \$1 million and for any costs to complete improvements at the Juniper Avenue portion of the PROJECT that exceed \$1 million.
6. SANBAG will request CITY approval prior to executing a construction contract if PROJECT expenses are estimated to exceed the total estimated costs set forth in paragraph 1 above of this Section III and further delineated on Attachments A & B, for either crossing based on construction bids received.
7. CITY agrees SANBAG is completing project management, engineering design, construction management, procurement and oversight of a construction contractor, and coordination with SCRRA for railroad flagging and railroad operational configuration to complete the PROJECT. Estimated costs to complete these tasks are included as Attachment A and Attachment B to this agreement. SANBAG will complete these tasks using SANBAG staff or contracted services.
8. CITY and SANBAG agree the cost estimates included in Attachment A and Attachment B are "estimates" and are subject to change, and as a result, PARTIES agree that the stipulated costs are "estimates" to be used for budgetary and planning purposes and it is understood that there is a potential for cost increases or decreases. The City agrees to reimburse SANBAG for all costs in accordance with the AGREEMENT.

9. The cost estimates set forth in paragraph 1 above and Attachments A and B and agreed to by SANBAG and the CITY is a not to exceed obligation and neither SANBAG nor the CITY may exceed this obligation unless both PARTIES obtain the necessary budget amendment authorization from their respective governing bodies.
10. SANBAG shall invoice the CITY on a monthly basis for reimbursement on PROJECT expenditures and costs.
11. CITY agrees to pay SANBAG's invoice within 30 days of receipt of invoice.
12. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, SANBAG or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any obligation, work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.
13. Neither SANBAG nor any officer, director, member, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, SANBAG or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG its officers, directors, members, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any obligation work, authority or jurisdiction delegated to CITY under this AGREEMENT.
14. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2016, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
15. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
16. SANBAG is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation

- insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
17. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
 18. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
 19. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of; (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.
 20. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
 21. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both PARTIES.
 22. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 8 and 9 of this Section.
 23. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
 24. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
 25. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to CITY: City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attention: Noel Castillo
Engineering Manager

If to SANBAG: San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Justin Fornelli, PE
Chief of Transit & Rail Programs

26. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

27. Attachment A is attached to and incorporated into this AGREEMENT.

SIGNATURES ON THE FOLLOWING PAGE:

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be entered into as of the date set forth above.

CITY OF FONTANA

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Kenneth R. Hunt
City Manager

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

Attest: _____
Tonia Lewis, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Best Best & Krieger LLP
City Attorney

By: _____
Robert D. Herrick
Asst. General Counsel

By: _____
Debbie M. Brazill
Deputy City Manager
Development Services Organization

Attachment: 15-1001097 Fontana - Sierra - Juniper DRAFT Coop 141118 [Revision 2] (1422 : Fontana - Sierra & Juniper Grade Crossing

By: _____
Ricardo Sandoval
Director of Engineering/City
Engineer

By: _____
Annette Henckel, Director of Human
Resources and Risk Management

IN COMPLIANCE WITH CITY PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

By: _____
Lisa Strong
Management Services Director

By: _____
Purchasing

Attachment: 15-1001097 Fontana - Sierra - Juniper DRAFT Coop 141118 [Revision 2] (1422 : Fontana - Sierra & Juniper Grade Crossing

Minute Action

AGENDA ITEM: 5

Date: *January 15, 2015*

Subject:

Southern California Regional Rail Authority Cooperative Agreement - Rail-Related Support Services

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission approve Cooperative Agreement No. 15-1001125 with the Southern California Regional Rail Authority to provide rail-related support services for rail corridor improvement projects within San Bernardino County, and authorize the Executive Director to execute the Cooperative Agreement and Work Orders issued under the Cooperative Agreement up to \$100,000 per Work Order.

Background:

Cooperative Agreement No. 15-1001125, between SANBAG and the Southern California Regional Rail Authority (SCRRA) will allow SANBAG to expedite the completion of projects along the railroad right-of-way in San Bernardino County on which SCRRA operates and maintains Metrolink commuter rail service. Currently, SANBAG must enter into specific agreements for flagging, inspections, design reviews, and general coordination of proposed projects in and around the railroad right-of-way. Execution of these agreements takes several months due to the SANBAG committee and board schedules. This Cooperative Agreement would allow for the execution of Work Orders, detailing scope, schedule, and budget of rail-related services to be provided by SCRRA, that have been approved by SANBAG's Executive Director and SCRRA's Chief Executive Officer. Allowing the executive management to approve these work orders will increase the efficiency of staff and allow projects along and in the railroad right-of-way to be implemented faster. It is important to note that this agreement will in no way affect SCRRA's Operating or Rehabilitation Budgets as the projects contemplated for execution under this agreement are projects undertaken by SANBAG.

With the exception of the Redlands Branchline, SCRRA is responsible for compliance with all federal and state regulations governing the SANBAG owned tracks on which SCRRA, Burlington Northern Santa Fe (BNSF), Union Pacific Railroad (UPRR), and Amtrak operate. Under the Joint Powers Agreement (JPA), which created SCRRA, authority has been granted to SCRRA to establish policies and rules governing the operations on the Metrolink system. Thus, there is an ongoing need for SCRRA to provide rail-related oversight, coordination, and safety protection services to support projects undertaken by SANBAG in and along the railroad right-of-way.

With the execution of this Cooperative Agreement, when SANBAG identifies a project that requires SCRRA rail-related support services, a scope of work, detailed cost estimate, and

Entity: CTC

Commuter Rail & Transit Committee Agenda Item

January 15, 2015

Page 2

schedule will be developed. Once SANBAG and SCRRA staff agree to these terms, a formal work order detailing this information will be executed by SANBAG's Executive Director and SCRRA's Chief Executive Officer. The Cooperative Agreement sets a not-to-exceed limit of \$100,000 for each work order. Final payments to SCRRA will be based on actual costs up to the initial amount detailed in the work order. Work orders will be utilized in the planning through construction phases of projects and will include, but not be limited to, the following scope:

- Field Services – flagging, inspections, and safety training;
- Engineering Services – design reviews, schedules, work plans, and constructability reviews;
- Railroad Coordination – establishing work windows and outages, coordination with other operating railroads;
- Operational Coordination – train controls, operations modeling, ridership projections, and Positive Train Control (PTC) configuration.

In summary, Cooperative Agreement No. 15-1001125 will be a useful tool, allowing SANBAG staff to expedite the completion of projects by allowing the use of work orders to task SCRRA staff with completing rail-related services in support of projects undertaken by SANBAG in and along the railroad right-of-way.

Financial Impact:

This item has no financial impact.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement have been reviewed by SANBAG General Counsel.

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. 15-1001125 Amendment No. _____

By and Between

SANBAG and Southern California Regional Rail Authority

Contract Description Support Activities for Rail Corridor Improvement Projects within San Bernardino County

Board of Director's Meeting Date: Jan. 7, 2015

Overview of BOD Action: Authorize the Executive Director to enter into a Coop Agreement with SCRRA to provide rail related support services.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	0.0	Original Contingency Amount	\$	0.0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$		TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>					\$ 0.0

Contract Start Date 1/7/15	Current Contract Expiration Date 12/31/19	Revised Contract Expiration Date
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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

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

N/A

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name)

Signature

Date

Task Manager (Print Name)

Signature

Date

Dir. of Fund Admin. & Programming (Print Name)

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

**COOPERATIVE AGREEMENT No. 15-1001125
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
SUPPORT ACTIVITIES
FOR
RAIL CORRIDOR IMPROVEMENT PROJECTS WITHIN SAN BERNARDINO COUNTY**

This Cooperative Agreement (“AGREEMENT”) is effective this ____ day of _____ 2014, by and between the SAN BERNARDINO COUNTY ASSOCIATED GOVERNMENTS, 1170 W. 3rd Street, San Bernardino, CA 92410-1715 Y, acting in its capacity as the San Bernardino County Transportation Commission (hereinafter referred to as “SANBAG”), and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, One Gateway Plaza, 12th Floor, Los Angeles, California 90012 (hereinafter referred to as “SCRRA”). Herein SANBAG and SCRRA are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, SCRRA is a five-county joint exercise of powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the “METROLINK” commuter train system on railroad right-of-way owned by the agencies that are members of the Joint Exercise of Powers Agreement, and through other shared use and joint operation agreements. The Member Agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“MTA”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino Associated Governments (“SANBAG”), and Riverside County Transportation Commission (“RCTC”); and

WHEREAS, SANBAG is the County Transportation Commission for San Bernardino County organized and existing under the laws of the State of California pursuant to Section 130050 et seq. of the California Public Utilities Code. SANBAG is the owner of a portion of the property comprising the railroad right-of-way in San Bernardino County on which SCRRA operates Metrolink commuter rail service, and is a Member Agency signatory to the Joint Exercise of Powers Agreement; and

WHEREAS, SCRRRA (through the Joint Exercise of Powers Agreement), the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway, operate trains and rail equipment on portions of the right-of-way owned by SANBAG, in accordance with easements, Shared Use Agreements, and the “Intercity Agreement” between SCRRRA, the Member Agencies, and AMTRAK; and

WHEREAS, the tracks on which SCRRRA, the BNSF, and AMTRAK operate are part of the General System of Railroad Transportation, and SCRRRA is responsible for compliance with all federal and state regulations governing the General System of Railroad Transportation, and SCRRRA is granted the authority under the Joint Exercise of Powers Agreement to establish the policies and rules governing the operations on the Metrolink system; and

WHEREAS, design and construction for rail projects is generally the responsibility of SCRRRA under Section 130255 of the California Public Utilities Code and the Joint Exercise of Powers Agreement governing SCRRRA. However, an individual Member Agency may, under the provisions of the Joint Exercise of Powers Agreement, design and manage the construction of special projects wanted solely for the benefit of that Member Agency; and

WHEREAS, SANBAG desires to enhance rail service in San Bernardino County by advancing various rail corridor improvement projects; and

WHEREAS, in exercising its rights, duties, and obligations, pursuant to Section 130255 of the Public Utilities Code, the Joint Exercise of Powers Agreement, and in managing the railroad operating environment in accordance with Federal Railroad Administration’s Safety and Operating Rules there is a regular and on-going need for SCRRRA to provide railroad related design, construction, operation, and management services to support the special projects undertaken by SANBAG for which funding is not included in the SCRRRA Annual Operating Budget;

WHEREAS, SANBAG and SCRRRA desire to cooperate for the purpose of advancing the special projects desired by SANBAG. These special projects are hereinafter referred to individually as a “PROJECT” and collectively as the “PROJECTS.”

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

ARTICLE 1. DEFINITIONS

- A. "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRRA operated track(s), including the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway Company (BNSF).
- B. "Work Order" means the document similar in form to that in Exhibit B, signed by authorized representatives from both PARTIES, that SANBAG will issue upon agreement by the PARTIES describing the support services to be provided by SCRRRA for a PROJECT, along with associated budget and schedule, and that authorizes SCRRRA to perform work and to be reimbursed by SANBAG in accordance with the terms of this AGREEMENT.
- C. "Support Activities" means the railroad related engineering, design, and other services provided by SCRRRA necessary to advance the PROJECTS desired by SANBAG.

ARTICLE 2. SCOPE OF SERVICES

- A. SANBAG and SCRRRA agree that this AGREEMENT and the Work Orders executed hereunder will be utilized in the planning through construction phases of the PROJECTS.
- B. The typical Support Activities to be provided by SCRRRA are identified in Exhibit A. The list of typical Support Activities is not all-inclusive. Each Work Order will specify the Support Activities necessary to support a Project. It is understood that services will be defined in each Work Order and agreed to by the PARTIES.
- C. SCRRRA shall provide management oversight of the operating train control, signals, communications systems, and positive train control. SCRRRA shall manage and coordinate all PROJECTS with the Operating Railroads.

ARTICLE 3. DELEGATED AUTHORITY

The actions required to be taken by SCRRRA in the implementation of this AGREEMENT are delegated to its Chief Executive Officer or his or her designee, and the actions required to be taken by SANBAG in the implementation of this AGREEMENT are delegated to its Executive Director or his or her designee, subject to the limitations set forth in Article 7 "Maximum Obligation".

ARTICLE 4. OBLIGATIONS OF SANBAG

SANBAG agrees:

- A. To manage, administer, and schedule the development of the scope of work for the PROJECTS, excepting work performed by SCRRA in support of the PROJECTS;
- B. To provide Work Orders specifying the Support Activities to be provided by or through SCRRA for each PROJECT and authorizing SCRRA to incur cost under this AGREEMENT in support of each PROJECT in accordance with the limitations specified in the Work Order;
- C. To fully fund PROJECT Support Activities in accordance with the Work Order budget for each PROJECT in accordance with the cash flow plan provided as part of the Work Order and in accordance with the following provisions:
 - a. Payment made to SCRRA will be based on a cost estimate and schedule for each Work Order that shall be agreed upon by SANBAG and SCRRA within 10 working days after SCRRA receives the request from SANBAG. Upon execution of each Work Order, SANBAG shall advance sufficient funds, not to exceed \$50,000, to cover initiation of the work and amounts needed to forward fund SCRRA task orders, as agreed;
 - b. Final payments to SCRRA shall be based on the actual costs up to the not-to-exceed amount as detailed in the Work Order, for all work performed pursuant to the Work Order;
 - c. SANBAG shall review any PROJECT cost changes proposed by SCRRA within ten (10) business days and provide SCRRA with written approval, comments, and/or objections.
- D. To comply, and require its consultants to comply, with all adopted, published SCRRA standards, recommended practices, operating rules, and safety requirements, and to comply with all requirements of the SCRRA system configuration management program;
- E. To provide accurate draft prints of SCRRA track charts and composite maps (or other appropriate media) illustrating all proposed changes to SCRRA track alignments, details of construction, crossings, bridges, and other facilities in a form and frequency prescribed by SCRRA as agreed to in the Work Order;

- F. To provide SCRRA with reasonable periods of time to complete the work of SCRRA, and to provide detailed schedules of individual PROJECT design activities to SCRRA at regular intervals to permit SCRRA to efficiently coordinate its Support Activities with the work of SANBAG staff and consultants, and to incorporate appropriate durations for SCRRA Support Activities into the PROJECT schedules;
- G. To revise the plans, specifications, and estimates prepared by SANBAG to incorporate revisions in SCRRA standards or recommended practices adopted up to 120 calendar days prior to the scheduled date for advertising the PROJECT for bid, except that changes to standards necessary for operational safety or to comply with regulatory requirements will be adopted upon issuance;
- H. To coordinate the development of the PROJECT plans, specifications, and estimates with SCRRA and with the Support Activities provided by SCRRA, and the operations of SCRRA;
- I. To develop the plans, specifications, and estimates in a manner to separately designate work on operating tracks, and the associated train control and communication systems, such that a clear line of demarcation is indicated between work done by SANBAG's Contractor and work that SCRRA will retain responsibility for on the operating tracks, train control and communication systems;
- J. To provide SCRRA reasonable opportunity of not less than twenty (20) working days and not more than thirty (30) working days, at regular design submittal intervals, to review and comment upon any proposed design;
- K. To provide written responses to the comments and recommendations of SCRRA;
- L. To require its consultants to submit a Request for Special Consideration, in a form provided by SCRRA, to use a unique engineering design in lieu of the strict application of SCRRA standards;
- M. To obtain the concurrence of SCRRA on all matters affecting operations, access points, service levels, application of standards, operation policies, and any proposed construction phasing affecting operating tracks and systems;
- N. To notify SCRRA of any proposed PROJECTS sufficiently in advance of the start of any individual PROJECT to permit SCRRA to execute Work Orders, create the PROJECT within the SCRRA accounting system, and issue any required task orders in accordance with SCRRA standard procedures;

- O. To provide timely reviews and response to any request from SCRRA for a Work Order within fifteen (15) working days of receipt of an estimate from SCRRA in response to notification of any proposed PROJECT;
- P. To require its consultants to execute a right-of-entry agreement with SCRRA conforming to SCRRA Form 5 or SCRRA Form 6, as determined by SCRRA with concurrence from SANBAG, at the expense of SANBAG;
- Q. To require its consultants to furnish any required insurance at no expense to SCRRA; and
- R. To work cooperatively with SCRRA to plan and design PROJECTS so as to minimize adverse impacts to passenger service and on-time performance and to implement projects without any degradation to existing railroad infrastructure or limitations to future expansion.

ARTICLE 5. OBLIGATIONS OF SCRRA

SCRRA agrees:

- A. To provide timely requests, supported by an estimate of costs, for a Work Order upon notification by SANBAG of any proposed PROJECT;
- B. To designate a project manager or engineer, responsible for all day-to-day activities necessary to manage the Work Orders for PROJECTS on behalf of SCRRA, and to act as the point of contact between PARTIES;
- C. To provide Support Activities to SANBAG initiated PROJECTS in accordance with the scope of each Work Order in a timely and workmanlike manner, and in accordance with the standards, practices and guidelines of SCRRA;
- D. To provide the Support Activities within the budgeted amount shown in the Work Order;
- E. Upon ten (10) working days after execution of each Work Order and prior to commencement of Support Activities, to submit to SANBAG an invoice requesting the advance payment agreed upon in the Work Order, not to exceed \$50,000;
- F. To invoice SANBAG for the actual costs for all Support Services performed as specified in the Work Order up to the not-to-exceed amount;
- G. To not exceed the maximum amount of each Work Order without prior written approval from SANBAG;

- H. To manage, administer, and schedule the development of the plans, specifications and estimates for the Support Services and other activities provided by SCRRA;
- I. To coordinate the Support Services provided by SCRRA with SANBAG and their consultants and contractors;
- J. To monitor the activity on all PROJECT Work Orders to meet the schedule, quality and budget goals for each PROJECT, and to provide monthly progress reports using the SCRRA project reporting system supplemented with activity completion reports through standard scheduling software;
- K. To establish a unique project number for each Work Order and to submit a monthly project management summary providing updated schedule and budget information and quarterly a financial statement showing the budget versus actual expenditures for each Work Order;
- L. To manage and coordinate activities with the SCRRA Operating Department and other Operating Railroads, and to establish PROJECT work windows in advance of advertisement for bids, and to furnish specifications for coordination with the railroad for inclusion in Project Specifications;
- M. To be responsible for managing and enforcing all utility related agreements entered into between SCRRA and the utility companies related to the PROJECTS; and
- N. To return to SANBAG all unspent funds advanced to SCRRA for a specific Work Order within one hundred twenty (120) calendar days following completion of the Support Activities.

ARTICLE 6. MUTUAL OBLIGATIONS

- A. Both SANBAG and SCRRA agree that each will cooperate and coordinate with the other in all PROJECTS covered by this AGREEMENT and any other supplemental agreements that may be required to facilitate purposes hereof;
- B. The PARTIES agree that a separate construction and maintenance agreement may be executed subsequently by the PARTIES for the construction and maintenance phases of the PROJECTS prior to the start of construction;
- C. SANBAG and SCRRA agree to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS;

- D. SANBAG and SCRRA agree to work cooperatively to advance the PROJECTS within the estimated time and budget set forth in the Work Order, provided, however, that Federal Regulation and the General Orders of the California Public Utilities Commission take precedence;
- E. Neither party shall unreasonably withhold approval of any request or withhold submittal of any report nor other information required under this agreement;
- F. SANBAG and SCRRA agree that the scope of work requested by SANBAG for any PROJECT, and the estimates provided by SCRRA in support of a request for a Work Order, are forward looking and may be based on conceptual or other preliminary information. SANBAG and SCRRA agree that the work scope and associated estimates are subject to revision by SANBAG and SCRRA from time-to-time as a PROJECT develops. Any revisions to the estimated costs of a Work Order must be agreed to, in writing, by both PARTIES. SCRRA is not authorized to exceed the maximum not-to-exceed amount detailed in each Work Order without prior written approval from SANBAG. Final payments to SCRRA will be based on actual costs of services defined under a Work Order.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, SANBAG and SCRRA agree that SANBAG's maximum payment obligation per Work Order hereunder (including SCRRA's direct and indirect costs) shall not exceed \$100,000 unless authorized by SANBAG's Board of Directors and agreed to in writing by both SANBAG and SCRRA.

ARTICLE 8. AUDIT AND INSPECTION

SANBAG or its designee, shall have the right to conduct audits of all SANBAG funded projects. SCRRA shall establish and maintain proper accounting procedures, appropriate internal controls, and complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of SANBAG to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of four (4) years after final close out of each PROJECT. SANBAG shall also have the right to reproduce any such books, records and accounts. Contracts with SCRRA's contractors shall include the above provision with respect to audits. SCRRA shall reimburse SANBAG for any expenditure against a Work Order that is found not to be incurred in support of the agreed Work Order.

ARTICLE 9. INDEMNIFICATION

- A. SCRRA shall indemnify, defend and hold harmless SANBAG, its officers, directors, members, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.
- B. SANBAG shall indemnify, defend and hold harmless SCRRA, its officers, directors, members, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SANBAG, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.
- C. Each PARTY will require that at every stage of the cooperative endeavor, there is adequate and appropriate insurance coverage for the PARTY to meet its defense and indemnification obligations as set out herein. Each PARTY will require that its' consultants, contractors and subcontractors of any tier performing work pursuant to a Work Order issued under this AGREEMENT maintain appropriate and adequate commercial insurance, including without limitation, railroad protective liability coverage, where applicable or prudent, and to have the other PARTY and the Operating Railroads named as additional insureds on all such insurance coverage.
- D. The indemnification and defense obligations of this AGREEMENT shall survive its expiration or termination.

ARTICLE 10. ADDITIONAL PROVISIONS:

- A. This AGREEMENT shall continue in full force and effect through December 31, 2019, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

- I. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- J. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.
- K. Either PARTY shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; strikes, weather, acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.
- L. Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to give or withhold consent to such subsequent assignment.
- M. Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, of this Cooperative Agreement, or for any other purpose.
- N. This AGREEMENT shall be construed and interpreted under the laws of the State of California.
- O. Disputes must be resolved in accordance with the procedure set forth in the SCRRA Joint Exercise of Powers Agreement. Should litigation arise out of this AGREEMENT for the performance thereof, each PARTY shall be responsible for its own costs and expenses, including attorney's fees.

- P. This AGREEMENT, including any exhibits and documents incorporated herein and made applicable by reference, constitute the complete and exclusive statement of the terms and conditions of this AGREEMENT between SANBAG and SCRRA concerning SCRRA's participation in the PROJECTS.
- Q. Exhibit A (Support Activities) and Exhibit B (Sample Work Order) are attached to and incorporated into this AGREEMENT by this reference

This AGREEMENT shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed by their duly qualified and authorized officials.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Chief Executive Officer

By: _____
Dr. Raymond W. Wolfe
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

By: _____
Robert D. Herrick
Asst. General Counsel

Exhibits:

- Exhibit A Support Activities
- Exhibit B Sample Work Order

EXHIBIT A**Support Activities**

SCRRA will provide Support Activities per the terms of this Agreement and as specifically requested by an executed Work Order to advance the PROJECTS. PROJECTS are railroad infrastructure improvements within San Bernardino County to enhance rail service. PROJECTS are improvements related to railroad infrastructure including Metrolink operated tracks, highway-rail crossings, railroad signal system, communication facilities, positive train control system, stations, layover yards, or operations and maintenance facilities. The services requested by a Work Order may fall under, but are not limited to, one or more of the following types of Support Activities::

1. Field Services
 - a. Flagging
 - b. Inspection
 - c. SCRRA owned facility marking
 - d. Safety training
 - e. Review and approval of railroad right-of-entry permits
2. Engineering Services
 - a. Design reviews
 - b. Signal and communications designs
 - c. Preparation of engineering estimates
 - d. Preparation of schedules and work plans SCRRA Support Services
 - e. Participation in design development meetings
 - f. Review of Environmental Reports, Project Study Reports, and technical studies
 - g. Review of construction staging plans
 - h. Constructability Reviews
3. Railroad Coordination
 - a. Establishing work windows, work outages and Form Bs
 - b. Identification of railroad requirements
 - c. Identification of railroad conflicts
 - d. Participation in coordination meetings and resolution of issues

4. Operational Coordination
 - a. Signal and Communication Systems
 - b. Train Controls
 - c. Railroad Operations Modeling and ridership projections
 - d. Update PTC Configuration Management files, databases, and track charts
5. Other services as mutually agreed

Each Work Order shall have the following attached:

1. Detailed Scope of Work
2. Project Schedule
3. Projected Cash flow for SCRRA efforts

**EXHIBIT B
SAMPLE WORK ORDER**

WORK ORDER NO. [X]

DATE: [xx/xx/xx]

PROJECT NAME: [NAME]

LOCATION: [RAILROAD SUBDIVISION – MPXX to MPXX or Grade Crossing Name]

PROJECT DESCRIPTION: [Brief project description of one to two sentences.]

SCRRRA SCOPE OF WORK: [Specific items requested of SCRRRA, based on Scope of Work items listed in Exhibit A]

Reference Documents:

Designated Project Manager:

Estimated Start Date:

Estimated Duration: [months or years]

Cost Estimate:

Cash Flow Plan: [\$XXX.XX upfront deposit followed by payment of monthly invoices.]

SANBAG SIGN-OFF:

Raymond Wolfe
Executive Director

Date

SCRRRA SIGN-OFF:

Chief Executive Officer

Date

Minute Action

AGENDA ITEM: 6

Date: *January 15, 2015*

Subject:

Release RFP 15-1001093, Final Design Services and RFP 15-1001146, Program Management Services for the Redlands Passenger Rail Project

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board:

- A. Release Request for Proposal 15-1001093 for Final Design Consultant Services for the Redlands Passenger Rail Project; and
- B. Release Request for Proposal 15-1001146 for Program Management Consultant Services for the Redlands Passenger Rail Project.

Background:

In 1992, San Bernardino Associated Governments (SANBAG) purchased a portion of the Pasadena Subdivision from the Atchison Topeka and Santa Fe Railway which subsequently became the Metrolink San Gabriel Subdivision. This purchase also included the Redlands branchline, an approximate 10-mile segment of right-of-way and track infrastructure running from the San Bernardino Santa Fe Depot to a short distance past the University of Redlands. The purchase price for the Redlands branchline was \$26 million. Also included were short, non-contiguous segments of the branchline in the northern areas of San Bernardino.

Over the last four years, SANBAG has taken steps to move forward with implementing commuter rail service on the Redlands branchline as required by Measure I, the ½ cent county-wide sales tax measure. Several key components of this implementation were completed including the alternatives analysis, strategic plan, preliminary engineering, and environmental clearance. While the first three components have been completed for some time, in August the Federal Transit Administration (FTA) gave their approval to release the draft environmental document for public comment. Since the project has many key environmental issues and uses federal funds, a National Environmental Protection Act (NEPA) Environmental Impact Study (EIS) was required by the FTA, and as required by the State, a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR). The combined environmental document is known as an EIS/EIR. The required FTA 45-day public comment period for the Draft EIS/EIR ended on September 29, 2014. Following the comment period, SANBAG's consultant will be addressing comments received. The final EIS/EIR approval will be a two-step process, 1) SANBAG certifying the CEQA portion sometime during the first quarter of 2015, and 2) FTA providing a Record of Decision (ROD) after SANBAG certifies the CEQA portion.

Since the environmental approval process is nearing its completion, staff is requesting authorization to release two Request for Proposals (RFP): 15-1001093 for Final Design Consultant Services using the attached Scope of Services in Exhibit A and 15-1001146 for

Entity: CTC

Commuter Rail & Transit Committee Agenda Item

January 15, 2015

Page 2

Program Management Consultant Services using the attached Scope of Services in Exhibit B. The final RFPs will be released at a later date when complete and appropriate.

Financial Impact:

There is no financial impact to release the RFP. However, \$7 million was budgeted for this fiscal year. It is anticipated that no more than \$3 million will be spent for this fiscal year.

Reviewed By:

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

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:

EXHIBIT “A”

SCOPE OF WORK

FOR

RFP 15-1001093

FINAL DESIGN FOR REDLANDS PASSENGER RAIL

1.0 BACKGROUND

1.1 Project Overview

The San Bernardino Associated Governments (SANBAG), is seeking a consultant (“CONSULTANT”) to assist with performing final design, securing environmental and other necessary permits, design services during construction, environmental studies, operational analysis, and support services during outreach and coordination with third parties, (“Project”), as required for the construction and implementation of the planned nine-mile long passenger rail service to be operated on the Redlands Subdivision between the San Bernardino Transit Center at Rialto Avenue and E Street to the University of Redlands. The “Redlands Passenger Rail Project (RPRP)”, involves rehabilitating or replacing track, bridges, at-grade highway-rail crossings, and related existing infrastructure, building a new wayside signal and communications system that could include positive train control (PTC), and up to five passenger loading platforms with building elements and structures (“stations”), procuring a fare collection system, rehabilitation of a maintenance facility, procurement of an operator, and procuring passenger train sets. Construction of these various improvements is projected to start in the fall of 2017 with operations beginning in the summer of 2020.

The RPRP encompasses an approximately nine-mile corridor extending east from the San Bernardino Transit Center (SBTC) already in construction in the City of San Bernardino at Rialto and E Streets at Mile Post (MP) 1.0 to the City of Redlands/University of Redlands at MP 10.0. The alignment will utilize the existing railroad right-of-way (ROW) owned by SANBAG and commonly referred to as the Redlands Subdivision and over which the BNSF operates a weekly local freight train to one regular customer and one or two infrequent/irregular customers. The service anticipated will be to operate a limited number of Metrolink trains by extending service on the San Gabriel Subdivision from the SBTC to Redlands. Also, diesel multiple units (DMU) or rehabilitated locomotive hauled coaches at 30-minute headways in each direction with a passing siding in the middle of the alignment are anticipated to be utilized between SBTC and Redlands. There is also a possibility of excluding the extension of Metrolink services to Redlands.

DMUs purchased by SANBAG proposed for the Project shall meet Tier 4 emission requirements. Should rehabilitated and retrofitted diesel locomotives be used, Tier 4 emission requirements would also be required.

A total of five station stops are planned to be located at E Street, Tippecanoe Avenue or Waterman Avenue, New York Street, Orange Street (Downtown Redlands), and University Street (University of Redlands).

1.2 Stakeholders

The following stakeholders are involved with the RPRP:

- SANBAG owns the right-of-way and is the project sponsor;
- Southern California Regional Rail Authority (SCRRA) could operate limited Metrolink commuter rail service along the Redlands Subdivision and could potentially provide right-of-way maintenance service, and dispatching services for the Project;
- BNSF Railway operates limited freight service and is currently responsible for right-of-way maintenance;
- City of Loma Linda;
- City of Redlands;
- City of San Bernardino;
- University of Redlands will have the eastern terminus station at the south end of its campus and plans to fund architectural enhancements to the station;
- esri, a software development company located in Redlands, has committed to funding the design, construction, maintenance, and security of the New York Street Station at the north end of the esri business campus;
- County of San Bernardino Flood Control District owns and maintains drainage structures adjacent to the railroad right-of-way; and
- Caltrans owns and maintains Interstate 10, which crosses the railroad right-of-way in two locations and has freeway access ramps in close proximity to highway-rail at-grade crossings.

1.3 Existing Conditions and Operations

The Redlands Subdivision right-of-way between San Bernardino and Redlands was originally constructed by the Atchison Topeka Railroad to provide freight access to agricultural producers in the San Bernardino East Valley. Over time, as citrus groves and farm fields were replaced by residential subdivisions, the number of local citrus and agricultural producers who used the railroad decreased. In 1993, SANBAG acquired the right-of-way from the Atchison Topeka and Santa Fe Railway Company (now the Burlington Northern Santa Fe [BNSF]). As a condition of the sale to SANBAG, BNSF retained the right to operate freight service on the existing right-of-way within the corridor. Currently, limited freight service is provided over a 3.5 mile segment east from downtown San Bernardino to the vicinity of Tippecanoe Avenue. Freight rail operates approximately 150 trips annually across this 3.5 mile segment. BNSF is also responsible for maintaining the track, signals, and communications systems along the Redlands Subdivision right-of-way, where the current track structure classification is considered accepted and the line is out of service from Tippecanoe Avenue to the east towards Redlands.

The Downtown San Bernardino Passenger Rail Project is currently under construction, incorporating improvements along the Redlands Subdivision from MP 0.0 to MP 1.0 to allow Metrolink service to extend from its current terminus at the San Bernardino Santa Fe Depot, one mile east to the SBTC at the intersection of Rialto and E Streets. This extension is scheduled to be completed and in operational service by the fall of 2016.

1.4 Work Completed to Date

Previous actions, studies, and work completed to date in the RPRP corridor include:

- Purchase of the Redlands Subdivision right-of-way from the BNSF in 1992;
- Redlands Passenger Rail Feasibility Report, August 2003;
- SANBAG Draft Redlands Passenger Rail Station Area Plan, January 2007;
- Redlands Subdivision Study of Operating Alternatives and Infrastructure Requirements, October 2007;
- SANBAG Draft Definition of Alternatives Report, October 2009;
- Redlands Passenger Rail Project Final Report, November 2011;
- Draft Geotechnical and Foundations Report, February 2013;
- Floodplain Evaluations Memo, February 2013;
- Bridge Alternatives Analysis Report, March 2013;
- RPRP Assessment of Rail Operations and Operating Plan, March 2013;
- Existing Utilities Matrix, June 2013;
- Engineer's Estimate, June 2013;
- RPRP Draft Environmental Impact Statement/Environmental Impact Report, August 2014;
- Preliminary Engineering 30% Plans, December 2014;
- Preliminary Right-of-Way Requirements Map, December 2014;
- Communications Systems Memo, January 2015;
- Fare Collection Memo, January 2015;
- Construction Staging and Sequencing Memo, January 2015;
- Basis of Design Report, January 2015.

1.5 General Project Objective

The general objective of the Project is to complete the design, permitting, and coordination required to support the construction and implementation of the Redlands Passenger Rail Project.

The RPRP project will address the transportation needs of the region, specifically the Redlands Corridor between the Cities of San Bernardino and Redlands as identified in SANBAG's Measure I 2010-2040 Strategic Plan and the Southern California Association of Government's (SCAG) Regional Transportation Plan (2012). The RPRP project is needed to address existing and future traffic congestion within the Cities of San Bernardino and Redlands. The overall purpose of the RPRP project is to provide a cost effective, alternative travel option for communities situated along the Redlands Corridor in a way

that improves transit mobility, travel times, and corridor safety while minimizing adverse environmental effects. The overall estimated schedule of the RPRP is as follows:

- Federal Transit Administration Record of Decision for the Environmental Impact Statement: Anticipated March 2015;
- Notice of Decision for the Environmental Impact Report: Anticipated April 2015;
- Notice to Proceed for Final Design of the Project: July 2015;
- Plans, specifications, and estimates complete: February 2017;
- Construction: June 2017 – June 2019

1.6 Services by Others

Separate from this procurement of final design services, are the following services that SANBAG intends to procure separate:

1. Rail Vehicle Selection/Rehabilitation Procurement Assistance;
2. Maintenance Facility Rehabilitation Design and Permitting;
3. Program Management Consultant Services; and
4. Construction Management Services

The successful CONSULTANT selected for Final Design may not submit a proposal for Program Management Consultant Services and Construction Management Services regardless of the amount of involvement either as a prime or sub-consultant.

2.0 SCOPE OF WORK

The Scope of Work shall include all work necessary to develop the construction documents and other procurement documents, design services during construction, environmental studies, operational analysis, and support during outreach and coordination with third parties. SANBAG may negotiate a final Scope of Work that includes all or part of the items listed herein. SANBAG may choose to utilize one or more of its “On-Call” Architect-Engineering consultants or Program Manager Consultant, selected by separate procurement, to deliver any portion of the services listed. Should the use of the current On-Call firms or Program Manager Consultant be used, their participation will be used on a program level or on scope specific issues. Final design and construction documents shall be prepared for delivery via a “Design, Bid, Build” approach.

The Plans, Specifications, and Estimates (PS&E) shall be prepared in English units and in conformance with the latest editions of applicable standards and shall create documents for the procurement of the construction of the Project. Deliverables shall include, but are not limited to:

- 60% PS&E;
- 90% PS&E;
- 100% PS&E;
- PS&E issued for Construction Package;
- Design Support During Bidding and Construction; and
- Other technical reports and analysis as necessary.

2.1 Project Elements

The elements that the Consultant shall be responsible for, but not limited to, are:

- Research to obtain all records required for the successful completion of the RPRP;
- Railroad geometric design;
- Station design;
- At-grade crossing design;
- Structural design;
- Structure type selection;
- Architectural design;
- Geotechnical investigation;
- Contaminated soil assessment;
- Drainage modifications including hydrologic and hydraulic studies;
- Environmental permitting;
- Construction Project cost estimates;
- Construction specifications;
- Project scheduling;
- Project coordination;
- Project management documentation;
- Site visits and field inspections;
- Survey and mapping;
- Landscape and irrigation;
- Utility coordination, removal and relocation;
- Lighting;
- Stakeholder coordination, approval, and permitting;
- Railroad coordination;
- Right-of-way engineering and property acquisition services;
- Quality Assurance/Quality Control;
- Construction staging and phasing;
- Mechanical, electrical, and plumbing engineering;
- Railroad signal and communication systems design, including Positive Train Control;
- CPUC & FRA coordination;
- Public outreach;
- Traffic engineering;
- Passenger amenities such as ticket vending machine and passenger notification systems;
- Security systems;
- Assistance with and during bidding and procurement;
- Design support during construction;
- Environmental mitigation monitoring and support during construction;
- Services in support of systems integration, startup and testing, safety planning and certification;
and
- Other services as may be required.

2.2 Project Management & Administration

The CONSULTANT shall establish an organization structure coordinating the efforts of the Mainline Design Consultant Team. The roles and responsibilities of key members of the team shall be clearly identified. Management includes, but is not limited to:

- Coordination of the development of the overall work tasks;
- Management of the schedule, budget, and staff resources;
- Reporting work progress and schedule updates to SANBAG;
- Administering a Quality Control/Quality Assurance Plan; and
- Scheduling, coordinating, and providing minutes of Project Development Team (PDT) meetings.

CONSULTANT shall organize and facilitate regular design PDT meetings throughout the Project. The frequency of these meetings shall be determined with the SANBAG Project Manager. CONSULTANT shall record and document the discussions, decisions, and actions agreed to at these meetings. The CONSULTANT shall submit a baseline schedule at the start of the work. This schedule will serve as the basis for monitoring and controlling Project activities and will be reviewed and approved by SANBAG. The schedule shall show the relationship of the Project tasks, expected sequence of design, milestone submittals and decisions, coordination with third parties, and the effect of any impacts to the overall schedule. CONSULTANT shall provide monthly progress reports in a SANBAG approved format as part of the monthly invoice. The Progress Report shall address activities and progress within the recent billing cycle and provide upcoming deliverables and actions. The CONSULTANT shall complete and maintain a Project Work Plan (PWP) that clearly identifies the work process, roles and responsibilities, and Project risks. The CONSULTANT shall complete and maintain Project controls including document control, schedule, and budget. A Quality Control / Quality Assurance (QA/QC) Plan shall also be developed and utilized. CONSULTANT shall ensure that all deliverables are reviewed and approved internally per the QA/QC Plan prior to being submitted to SANBAG.

2.3 Agency/Utility/Third Party Coordination

The CONSULTANT will support SANBAG in coordinating with external agencies, jurisdictions, third parties, stakeholders, and affected utilities and shall maintain coordination documents as part of the reference data utilized during the design. This task shall also include assistance and support in executing agreements with third parties and stakeholders to complete the Project and any potential “betterments” identified by third parties. Assistance shall also be provided for presentations to external parties, stakeholders, or the SANBAG Board of Directors, including providing relevant documents, drawings, or visual presentation materials and attending meetings as required. CONSULTANT will be responsible to scheduling and coordinating meetings with stakeholders, including railroads, cities, esri, and the University of Redlands to provide updates and gain acceptance of designs throughout the Project development and implementation.

2.4 California Public Utilities Commission (CPUC) and Quiet Zone Applications

CONSULTANT shall coordinate and prepare all appropriate applications and support material to obtain authorization to construct the project from the CPUC, including General Order 88B and 75 Applications.

The CONSULTANT shall prepare all applications and support material, including calculations, and coordinate with the Cities of Redlands and San Bernardino to implement Quiet Zones at all of the estimated 25 highway-rail at-grade crossings along the Project.

2.5 Public Outreach and Stakeholder Coordination

CONSULTANT shall coordinate all public outreach necessary for the project with SANBAG and provide support material to inform the public during the development of the PS&E documents, during the branding of the new rail service, and during construction activities.

2.6 Right-of-Way Engineering and Acquisition

The CONSULTANT shall develop the right-of-way engineering necessary for the RPRP Project and shall be responsible for the development of the documents, including right-of-way certifications, required for the acquisition of all permanent and temporary right-of-way necessary for the RPRP Project. CONSULTANT shall make efforts during the design to limit the required right-of-way and temporary construction easements needed to implement the RPRP Project.

CONSULTANT shall also assist with right-of-way acquisition coordination, including property appraisals, negotiations, estimating relocation assistance, condemnation, certification, and value engineering to limit property takes. CONSULTANT shall act as an agent in representing SANBAG.

2.7 Railroad Design and Coordination

The RPRP Project is located on an active railroad, BNSF operates freight service along a portion of the right-of-way and construction efforts are currently underway to allow SCRRA to operate Metrolink commuter rail service to the SBTC, which is the terminus of the Project. The CONSULTANT shall be responsible for railroad coordination as it is expected that all rail operations will continue through construction. The CONSULTANT shall be responsible for coordinating the design with the operating railroads to ensure that a clear process is developed to implement and construct the project. This will include establishing designs that limit impacts to railroad operations during construction, CPUC permitting, and all other coordination issues necessary to design and construct infrastructure improvements on an active railroad right-of-way.

CONSULTANT shall:

- Design new single or double track between MP 1+/- and MP 10+/- on the Redlands Subdivision. Consideration shall be made for realigning the tracks to accommodate future double tracking while also considering Project costs and budget;
- Design of at-grade crossing improvements meeting FRA quiet zone/CPUC requirements at approximately 25 locations;
- Complete Plan, Profile, and Curve data;
- Development of complete track charts at the completion of the Project; and
- All designs shall allow the construction to comply with FTA Buy America requirements.
- Complete such other design work related to the Project as directed by SANBAG.

2.8 Railroad Signal and Communications Design

CONSULTANT shall design all necessary railroad signaling and communications systems in accordance with the operating needs of the corridor. This design shall also include all at-grade crossing warning devices and interconnects with traffic signals and other signal circuitry. Highway-rail at-grade crossing designs shall be completed to accommodate Quiet Zones. The design shall accommodate either a Centralized Train Control system with Positive Train Control or Automatic Block Signaling with no Positive Train Control depending on direction provided by SANBAG. CONSULTANT shall also consider fiber optic network design, and Advanced Train Control System data design.

2.9 Structures Design

The CONSULTANT shall design bridge replacements, both single and double-track bridges and bridge rehabilitation. Existing bridges shall be inspected and reports completed determining the existing capacity and if rehabilitation or complete replacement is warranted. CONSULTANT shall make recommendations as to in-line or off-line replacement of railroad bridges. Structure designs shall be in accordance with BNSF standards and the recommended practices of the American Railway Engineering and Maintenance of Way Association (AREMA). Design of retaining walls, sound walls, and other structures is also included.

2.10 Design Surveys

CONSULTANT shall perform design surveys including mapping necessary to complete a constructible PS&E package. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open ended traverses, profile data sheets, three line profiles, and required documentation. At the completion of the Project, CONSULTANT shall also complete a Record of Survey and set monuments throughout the Project right-of-way.

2.11 Geotechnical Design and Support

CONSULTANT shall review available site geotechnical data, perform engineering evaluations of alternative foundation types, geotechnical explorations, including extensive boring investigations near the proposed abutment and bent locations of Bridges 1.1 and 3.4, and provide recommendations in support of final design of the preferred foundation types for design of bridges and other structures, track, street, and stations.

2.12 Passenger Stations and Architectural Design

CONSULTANT shall complete all designs associated with five station locations, including E Street, Tippecanoe or Waterman, New York Street, Downtown Redlands, and the University. Designs must accommodate the use of the stations by both Metrolink commuter rail vehicles and DMUs. The CONSULTANT shall develop a Level Boarding Report for each station to meet FRA and FTA regulations regarding American with Disabilities Act (ADA) laws and regulations. Station improvements shall include raised concrete boarding platforms, canopies, station amenities, ADA access and mini-high ramps, buildings, plumbing, electrical, lighting, path-of-travel and accessibility related issues, customer information systems, public address systems, security features, video surveillance,

ticket vending machines, hand rails, fencing, signage, landscaping, and irrigation. Architectural renderings shall be completed to assist in reinforcing design features of the stations and help brand the system.

SANBAG is entering into design agreements and construction and maintenance agreements with Project stakeholders, including esri and the University of Redlands, who are funding and providing direction on station improvements at the New York Street and University Stations. CONSULTANT shall be responsible for supporting SANBAG in negotiations regarding design and construction of these stations and shall implement designs as approved by SANBAG and these two stakeholders at their respective stations.

2.13 Civil and Traffic Engineering

CONSULTANT shall complete designs to accommodate improvements, modifications, and closures of highway-rail at-grade crossings throughout the corridor and other improvements such as bikeways or pathways in, adjacent to, or crossing the railroad right-of-way. These designs could require modifications to roadway plan and profile, upgrades to pedestrian crossings, relocation of drainage improvements, redesign of existing signing and striping, and utility relocations or protection within the public street right-of-way. These improvements shall be in accordance with the Cities of Redlands and San Bernardino requirements.

Traffic engineering may be required as part of the final highway-rail at-grade crossings design work, including the installation of or modifications to traffic signals as part of the highway-rail at-grade crossing improvements. The Consultant shall review potential impacts to traffic of the proposed improvements and develop traffic management plans to be reviewed and approved by the Cities of Redlands and San Bernardino. Revisions to the traffic study completed as part of the EIS/EIR might also be required.

2.14 Utilities

CONSULTANT shall identify all utility conflicts with the proposed Project. Subsurface utility location services shall be provided to determine the horizontal and vertical underground locations of all potential conflicts with utilities. The Consultant shall coordinate with utility owners to design relocations or protection measures needed to accommodate the Project. SANBAG may request CONSULTANT to complete an advanced utility relocation/protection construction package, consisting of all PS&E documents needed to procure a contractor to complete preliminary construction efforts to relocate or protect utilities in and along the railroad right-of-way or at highway-rail at-grade crossings to accommodate the Project. CONSULTANT shall identify, design, and coordinate utility connections for new or relocated railroad improvements and grade crossing safety systems.

2.15 Drainage

CONSULTANT shall prepare a hydrology and hydraulics report evaluating surface drainage impacts and making recommendations as to required drainage facilities in compliance with Cities of Redlands and San Bernardino and the County requirements. Improvements shall be designed to adequately convey storm water along and underneath the railroad right-of-way and could include flood control

facility design, scour analysis for bridges, and assistance processing a FEMA Flood Insurance Rate Map revision.

2.16 Environmental Conformance and Permitting

CONSULTANT shall be responsible for obtaining all environmental clearances and permits from resource agencies and other stakeholders, including but not limited to, Section 401 and 404 permits, biological resources permits, California Fish and Game permits, and any encroachment permits. The CONSULTANT shall also be responsible for drafting a Storm Water Pollution Prevention Plan (SWPPP) for the construction contractor's reference and monitoring the construction contractor's compliance with the adopted SWPPP. Any additional studies needed to support or amend the Final EIS/EIR as directed shall be the responsibility of CONSULTANT. Studies to support the Final EIS/EIR could include noise and vibration and air quality. Amendments to the Final EIS/EIR could include the construction of the California Street Station or other additional improvements as identified.

2.17 Operations Support

CONSULTANT shall provide Railroad Operating analysis and support including RTC modeling, train scheduling, crew scheduling and coordination with other transit providers to provide passenger connections and transfers, including with Omnitrans and Metrolink.

2.18 Design Services During Bidding and Construction

During the procurement of the construction contractor, CONSULTANT shall complete any or all construction packages and shall assist SANBAG in responding to bidder questions, prepare contract addendums, review bids for conformance and compliance, and attend pre-bid meetings or site visits. During the construction of the Project the CONSULTANT shall respond to RFIs, review contractor prepared product submittals, samples, and certificates of compliance, complete any required design revisions, attend construction progress and site meetings, provide needed support for agency, stakeholder, or utility coordination, prepare conformed drawings and technical specifications, prepare as-builts, provide railroad signal and communications support, and assist with materials needed for public relations during construction.

3.0 ENGINEERING STANDARDS

The engineering and procurement documents shall be prepared in accordance with current state and federal regulations, policies, procedures, manuals, and standards. The PS&E shall be prepared using best practices and may include requirements to comply with CPUC and FRA standards as well as Metrolink and BNSF as applicable. The technical aspects of the Project shall be designed also utilizing best practices of the American Railway Engineering and Maintenance of Way Association (AREMA) and may also require compliance with Metrolink and BNSF standards and practices in certain areas. In the event that conflicting standards are encountered, the standard to be used shall be as approved by SANBAG.

CONSULTANT shall perform all services in conformance with and in compliance with the latest edition of the following documents:

- AREMA recommended practices;
- BNSF Engineering Standards;
- SCRRA Engineering Standards;
- City of Redlands Standard Drawings and Specifications;
- City of San Bernardino Standard Drawings and Specifications;
- Caltrans Design Standards and Specifications; and
- Other applicable standards.

EXHIBIT B

“SCOPE OF WORK”

RFP 15-1001146

PROGRAM MANAGEMENT SERVICES

FOR

REDLANDS PASSENGER RAIL

1.0 BACKGROUND

1.1 Project Overview

San Bernardino Associated Governments (SANBAG) is seeking a consultant team (“CONSULTANT”) to provide Program Management Services (“Project”) for the construction and implementation of the planned 9-mile long passenger rail service to be operated on the Redlands Subdivision between the San Bernardino Transit Center at Rialto Avenue and E Street to the University of Redlands. The Scope of Work will include but is not limited to support of management and oversight of the project development, engineering, construction management, and third parties. CONSULTANT may include subconsultants and other services as necessary. The services requested will be provided from design and through construction and operations start-up.

The Project, “Redlands Passenger Rail Project (RPRP)”, involves rehabilitating or replacing track, bridges, at-grade highway-rail crossings, and related existing infrastructure, building a new wayside signal and communications system that includes positive train control (PTC), and up to five passenger loading platforms with building elements and structures (“stations”), procuring a fare collection system, rehabilitation of a maintenance facility, and procuring passenger train sets. Construction of these various improvements is projected start in the fall of 2017 with operations beginning in the summer of 2020.

The RPRP encompasses an approximately 9-mile corridor extending east from the San Bernardino Transit Center (SBTC) already in construction in the City of San Bernardino at Rialto and E Streets at Mile Post (MP) 1.0 to the City of Redlands/University of Redlands at MP 10.0. The alignment will utilize the existing railroad right-of-way (ROW) owned by SANBAG and commonly referred to as the Redlands Subdivision and over which the BNSF operates a weekly local freight train to one regular customer and one or two infrequent/irregular customers. The service anticipated will be to operate a limited number of Metrolink trains by extending service on the San Gabriel Subdivision from the SBTC to Redlands. Also, diesel multiple units (DMU) at 30-minute headways in each direction with a passing siding in the middle of the alignment will be utilized between SBTC and Redlands.

DMUs purchased by SANBAG proposed for the Project shall meet Tier 4 emission requirements. Should rehabilitated and retrofitted diesel locomotives be used, Tier 4 emission requirements would also be required.

A total of five station stops are planned to be located at E Street, Tippecanoe Avenue or Waterman Avenue, New York Street, Orange Street (Downtown Redlands), and University Street (University of Redlands).

In conjunction with this RFP, SANBAG intends on procuring the services of a consultant to provide final design of the mainline, Mainline Design Consultant (MDC). The final design RFP may be released either concurrently with or subsequent to this RFP. Also, separate RFPs for a Vehicle Procurement Consultant (VPC), Maintenance Facility Design Consultant (MFDC), and Construction Management (CM) will be released subsequent to this RFP.

1.2 Stakeholders

The following stakeholders are involved with the RPRP:

- SANBAG owns the right-of-way and is the project sponsor;
- Southern California Regional Rail Authority (SCRRA) could operate limited Metrolink commuter rail service along the Redlands Subdivision and could potentially provide right-of-way maintenance service, and dispatching services for the Project;
- BNSF Railway operates limited freight service and is currently responsible for right-of-way maintenance;
- City of Loma Linda;
- City of Redlands;
- City of San Bernardino;
- University of Redlands will have the eastern terminus station at the south end of its campus and plans to fund architectural enhancements to the station;
- esri, a software development company located in Redlands, has committed to funding the design, construction, maintenance, and security of the New York Street Station at the north end of the esri business campus;
- County of San Bernardino Flood Control District owns and maintains drainage structures adjacent to the railroad right-of-way; and
- Caltrans owns and maintains Interstate 10, which crosses the railroad right-of-way in two locations and has freeway access ramps in close proximity to highway-rail at-grade crossings.

1.3 Existing Conditions and Operations

The Redlands Subdivision right-of-way between San Bernardino and Redlands was originally constructed by the Atchison Topeka Railroad to provide freight access to agricultural producers in the San Bernardino East Valley. Over time, as citrus groves and farm fields were replaced by residential subdivisions, the number of local citrus and agricultural producers who used the railroad decreased. In 1993, SANBAG acquired the right-of-way from the Atchison Topeka and Santa Fe Railway Company (now the Burlington Northern Santa Fe [BNSF]). As a condition of

the sale to SANBAG, BNSF retained the right to operate freight service on the existing right-of-way within the corridor. Currently, limited freight service is provided over a 3.5 mile segment east from downtown San Bernardino to the vicinity of Tippecanoe Avenue. Freight rail operates approximately 150 trips annually across this 3.5 mile segment. BNSF is also responsible for maintaining the track, signals, and communications systems along the Redlands Subdivision right-of-way, where the current track structure classification is considered accepted and the line is out of service from Tippecanoe Avenue to the east towards Redlands.

The Downtown San Bernardino Passenger Rail Project is currently under construction, incorporating improvements along the Redlands Subdivision from MP 0.0 to MP 1.0 to allow Metrolink service to extend from its current terminus at the San Bernardino Santa Fe Depot, one mile east, to the SBTC at the intersection of Rialto and E Streets. This extension is scheduled to be completed and in operational service by the fall of 2016.

1.4 Work Completed to Date

Previous actions, studies, and work completed to date in the RPRP corridor include:

- Purchase of the Redlands Subdivision right-of-way from the BNSF in 1992;
- Redlands Passenger Rail Feasibility Report, August 2003;
- SANBAG Draft Redlands Passenger Rail Station Area Plan, January 2007;
- Redlands Subdivision Study of Operating Alternatives and Infrastructure Requirements, October 2007;
- SANBAG Draft Definition of Alternatives Report, October 2009;
- Redlands Passenger Rail Project Final Report, November 2011;
- Draft Geotechnical and Foundations Report, February 2013;
- Floodplain Evaluations Memo, February 2013;
- Bridge Alternatives Analysis Report, March 2013;
- RPRP Assessment of Rail Operations and Operating Plan, March 2013;
- Existing Utilities Matrix, June 2013;
- Engineer's Estimate, June 2013;
- RPRP Draft Environmental Impact Statement/Environmental Impact Report, August 2014;
- Preliminary Engineering 30% Plans, December 2014;
- Preliminary Right-of-Way Requirements Map, December 2014;
- Communications Systems Memo, January 2015;
- Fare Collection Memo, January 2015;
- Construction Staging and Sequencing Memo, January 2015;
- Basis of Design Report, January 2015.

1.5 General RPRP Objective

The objective of the project is to complete the design, permitting, and coordination required to support the construction and implementation of the RPRP.

This RPRP will address the transportation needs of the region, specifically the Redlands Corridor between the Cities of San Bernardino and Redlands as identified in SANBAG's Measure I 2010-2040 Strategic Plan and the Southern California Association of Government's (SCAG) Regional Transportation Plan (2012). The RPRP is needed to address existing and future traffic congestion within the Cities of San Bernardino and Redlands. The overall purpose of the RPRP is to provide a cost effective, alternative travel option for communities situated along the Redlands Corridor in a way that improves transit mobility, travel times, and corridor safety while minimizing adverse environmental effects. The overall estimated schedule of the RPRP is as follows:

- Federal Transit Administration Record of Decision for the Environmental Impact Statement: Anticipated March 2015;
- SANBAG Notice of Decision for the Environmental Impact Report: Anticipated April 2015;
- Notice to Proceed for Final Design of the Project: Anticipated Third-Quarter of 2015;
- Plans, specifications, and estimates complete: February 2017;
- Construction: June 2017 – June 2019;
- Vehicle procurement and delivery: August 2015 – July 2018
- System Operator Procurement: October 2017 – April 2019
- Revenue Service: July 2020

1.6 Third-Party Contracts

Separate from this procurement for program management services, SANBAG intends to procure consultant support for the following services:

1. Mainline Design Consultant (MDC);
2. Vehicle Procurement Consultant (VPC);
3. Maintenance Facility Design Consultant (MFDC);
4. Construction Management Services (CM); and
5. Public Outreach Services.

2.0 GENERAL DESCRIPTION OF REQUESTED SERVICES

The general services to be provided by the PMC CONSULTANT include, but are not limited to:

- Staff, resources, and expertise to assist SANBAG in the oversight and management of the RPRP, which may include environmental, engineering, right-of-way, construction, operations, start-up and testing, initiation of services, safety, compliance with funding requirements and laws and regulations, scheduling, fund control, and document control.
- Technical expertise to perform reviews of other consultants' work products in the development and implementation of the Project.

- Coordination and compliance with requirements from such entities as the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), California Public Utilities Commission (CPUC), Southern California Regional Rail Authority (SCRRA), BNSF Railway, Cities of San Bernardino and Redlands, University of Redlands, esri, public and private utility providers, and other federal, state, and local agencies as required.
- Project Management – Review of plans, specification, and other construction documents, Project Management Plan (PMP), project fund administration project schedule, project meetings, document control, QA/QC, risk management, reports, and invoicing.
- Project Closeout
- Additional Support as Necessary

The PMC shall serve as additional staff, some of whom being key members may be located at the Consultants offices.

3.0 SCOPE OF WORK

3.1 Project Management and Oversight

This task is focused on the Project Manager’s role for Project Oversight and coordinating PMC consultant staff and other consultant efforts between the different subject experts during final design, construction, implementation, testing, and close out phases. The implementation of a new passenger rail service requires a wide range of expertise from public outreach, vehicle engineering, construction, operation start-up, to operations and maintenance. The efforts of the Project Manager Consultant (PMC) includes but are not limited to the oversight of the different consultants, construction contractors, and specialty suppliers (vehicles, signals, communications, PTC), utilities, third-parties, right-of-way acquisitions, agreements, regulators, railroad operators, federal and state regulators, along with the review of monthly invoices, maintaining the project schedule, and preparation of monthly, quarterly, and annual reports to SANBAG. These reports will include the status of each work element, the percentage of project completed, percentage of budget expended, and the resolution of challenges encountered during the reporting period. The reports will also detail up-coming issues that may have a schedule or budgetary impact on the project along with a list of meetings attended or public comments received and responded to.

3.2 Project Management Plan

Develop and maintain the RPRP Project Management Plan (PMP). The PMP will detail the work elements to be completed from the MDC to the start of revenue operations and project closeout. It will act as a guide as the project moves forward to help in the allocation of staff resources, coordination of other consultants, stakeholders, third-parties, railroad operators, and state of federal regulators, funding, and the Project Master Schedule. The PMP will include the following:

- Roles and responsibilities of SANBAG, PMC, stakeholders, and third-parties.
- Organizational chart
- Work Breakdown Structure based on the roles and responsibilities.
- Cost Control and Funding Compliance Plan
- Risk Management Plan (RMP)
- Vehicle Procurement Plan (VPP)
- Maintenance Facility Plan (MFP)
- Right-of-Way Acquisition Plan (RWAP)
- Quality Assurance/Quality Control Plan
- Safety Plan
- Project Controls Plan
- Start-Up and Testing Plan

One of the first tasks of the CONSULTANT will be to prepare the PMP. After acceptance of the PMP by SANBAG the CONSULTANT will update the PMP as necessary to account for changes in conditions. At a minimum, the PMP will be updated annually and during the procurement of vehicles, construction bidding, and operator selection.

3.3 RPRP Project Schedule

This task develops and provides the staff effort necessary to create and maintain the RPRP Master Schedule in P6. The document will be up-dated on a weekly basis with monthly up-dates provided to SANBAG. The schedule is also being supplied as part of the quarterly and annual reporting. The Master Schedule will be the primary tool used to determine if the project is complying with the Project Management Plan and identifying elements which are trending away from the plan. By up-dating the schedule on a monthly basis, challenges to project delivery will be determined early on and addressed before becoming major impediments. Key critical path activities will be identified and monitored closely including but not limited to:

- Significant Risk Registry factors;
- Procurements;
- Vehicle production, delivery, testing, and start-up;
- Safety;
- Regulatory Compliance; and
- Third-party agreements and activities.

3.4 Meetings

CONSULTANT will attend meetings as requested by SANBAG and as necessary for the RPRP Project. These may include regular PDT, third-parties, regulatory agencies, operating railroads, SANBAG board and committee meetings, peer review and value engineering. The CONSULTANT will prepare meetings minutes for meetings not managed by the design consultants and construction manager.

CONSULTANT will also assist SANBAG staff in preparing committee and board agenda items and all supporting documents that may include detailed analyses, graphs and charts, Power Point presentation, graphics, and impacts to the Project funding and schedule.

3.5 Document Control

CONSULTANT will develop and maintain a document control system with all data maintained on SANBAG servers. Document control will be applied to all aspects of the Project including design, vehicle procurement, procurement, fund administration, construction, start-up, and closeout. The documents include but are not limited:

- Design – Procurements, contracts, amendments, progress reports, invoices, percent complete, design documents, specifications, and estimates;
- Construction – Procurements, contracts, amendments, final change orders, invoices with completed payment applications, and labor compliance. The Construction Manager will provide document control for detailed items such as change notices, change orders and the associated independent cost estimates, RFIs, permits, non-compliance issues, daily work reports, construction meeting minutes, payment applications, and labor compliance;
- Third-Parties – Meeting minutes, agreements, supporting documents, payment of fees, permits;
- Start-up and Safety;
- Environmental Permits and their associated requirements.

3.6 Quality Assurance/Quality Control

CONSULTANT will utilize the methods for quality assurance/quality control (QA/QC) as defined in the PMP. Regardless of the task, quality is of the utmost importance. The CONSULTANT will take all necessary action to ensure that the Project is delivered at the high quality level possible while staying within budget.

3.7 Risk Management

While the MDC will be developing and maintaining the risk registry for their respective aspect of the Project, CONSULTANT will develop and maintain the project registry that will include those aspects from the maintenance facility design, vehicle procurement, operator procurement, construction management, third-parties, as well as incorporating the registry from the MDC. CONSULTANT will provide services that include but are not limited to:

- Monitor risks identified in the risk plan and how to address the issues while updating the register;
- Identify mitigation measures to address unanticipated risks;
- Work with all parties to resolve risks; and
- Evaluate and develop recommendations for consultant and contractor claims avoidance.

3.8 Environmental

CONSULTANT will assist the MDC in obtaining all environmental permits as defined in the FEIS/FEIR document as well as any other permits identified subsequent to the document. These will include but not be limited to US Department of the Interior Fish and Wildlife, US Army Corp of Engineers, California Department of Fish and Game, California Office of Historic Preservation, US Environmental Protection Agency, and the California Regional Water Quality Control Board.

The CONSULTANT will prepare the final Mitigation Monitoring and Reporting Program (MMRP) based on the information provided in the FEIS/FEIR. The MMRP will at a minimum specify responsible parties for compliance with each measure. The CONSULTANT will work with the final design in obtaining the necessary environmental permits.

The CONSULTANT will also monitor significant design and constructability changes to the project that may cause additional environmental re-evaluation. Should changes occur the CONSULTANT would work with the MDC in their efforts to effect the changes per requirements of the National Environmental Protection Act (NEPA) and the California Environmental Quality Act (CEQA). These changes as well as other potential environmental changes will be reflected in the Master Project Schedule and the related cost estimates.

3.9 Procurement

The construction project delivery method will be design/bid/build. CONSULTANT shall assist SANBAG in the development, review, and preparation of RFPs, IFBs, RFQs, proposals, independent cost estimates (ICE), and scopes of work for services including but not limited to design, construction, construction management, general support, vehicle procurement, safety compliance, operations, right-of-way acquisition, legal representation, and the development of specifications and special conditions. CONSULTANT will also provide review of the contracts for inclusion of the proper language to ensure the projects may be reimbursed from differing local, state, and federal funding sources. This task includes developing and maintaining a list of potential proposers or bidders and ensuring procurement notices are advertised on websites and in local, regional, and national publications. The CONSULTANT will assist with responses to proposer/bidder questions and requests for clarification, attend all pre-proposal and pre-bid meetings, maintain records of all Invitation For Bid (IFB) documents including but not limited to special conditions, addenda, plans, specifications, reference materials, and bid results including a breakdown of costs per bidder per bid item.

3.10 Performance Evaluation

The CONSULTANT will provide assistance in reviewing project consultant and construction contract requirements. This may include the following.

- Consultants - review of invoices, progress reports, schedules, budgets, scope of work and scope creep, and contract amendments;
- Contractors - payments requests, labor compliance, schedules, Buy America and other FTA requirements, change orders, permits; and

- Third-Parties – Utility relocations, right-of-way acquisition, design requirements and changes.

3.11 Design

After the operating plan is determined, CONSULTANT will assist SANBAG with the oversight of the final design for infrastructure improvements related to the Project. The MDC will prepare the final design to include but not limited to track, grade crossings, bridges, communications and signals, architecture, grading, utilities, roadways, and stations. This task includes reviewing of monthly invoices, providing input to the project master schedule and QA/QC of the various design packages. A key component of this task is to ensure the different design teams create a unified final design that will be constructed in an efficient and expeditious manner.

The CONSULTANT will also review work products prepared and work performed by consultants and contractors during the project development and implementation phases. This will include at a minimum validation of design criteria, design integration with other stakeholders, design changes, value engineering, costs estimates, and consistency. Some limited constructability review will be required by the CONSULTANT since the CM will be conducting a detail review. At the request of SANBAG, CONSULTANT will conduct workshops for various activities such value engineering and peer reviews. The CONSULTANT will also ensure that all designs comply with all regulatory requirements such as MAP21, ADA, Buy America, as well as Code of Federal Regulations, CPUC General Orders, and any other federal, state, or local laws and regulations that are applicable to the RPRP project.

The CONSULTANT will review and provide written and verbal comments to SANBAG and its consultants and contractors. Follow-up meetings or conference calls may be necessary for resolution of the comments. The CONSULTANT will have personnel with the capabilities and experience of the subject fields that are required for review. At a minimum the technical oversight areas include:

- Guideway and Track – track, special trackwork, bridges, grade crossings, structures, drainage, right-of-way, and clearances;
- Stations – Stations, platforms, shelters, amenities, lighting, accessibility, landscape and irrigation, and signage;
- Facilities, Yards, and Shops – Maintenance facilities and equipment, storage facilities, administration facilities, architecture, track realignment, systems, and utilities;
- Sitework, Utilities – Demolition, clearing, earthwork, utilities, drainage, retaining and sound walls and other site structures, landscaping, and drainage;
- Systems – Train communications and signals, roadway traffic control systems, grade crossing warning devices, PTC, fare collection, passenger information systems, public address system, and security systems;
- Vehicles – Rehabilitation of commuter rail car equipment, diesel locomotives, DMUs including performance and compliance with FRA and CPUC regulations; and
- Professional Services – Project development including engineering and construction, system start-up, system safety, revenue operations, and maintenance.

3.12 Vehicle Acquisition

CONSULTANT shall assist SANBAG with the acquisition, manufacturing QA/QC, and acceptance testing of revenue vehicles for the Project. The CONSULTANT will assist SANBAG in managing the VPC. SANBAG is currently studying various vehicle options to determine the best mix of equipment. Broadly speaking, the options under consideration are either Locomotive Hauled Coaches/LHC or Diesel Multiple Unit/DMU or a mixture of both. The study is also looking at the life cycle costs versus benefits or using new or rehabilitated equipment. As the study progresses, other options may be considered. All diesel equipment must comply with the EPA Tier 4 emission standards.

3.13 Right-of-Way Acquisition

Right-of-way acquisition will be administered by the MDC. The CONSULTANT will assist SANBAG and its outside legal counsel as necessary in managing the acquisitions. This assistance may include but not be limited to the general review of appraisals, hazardous material site assessments, title and escrows, relocation assistance, lease negotiations, utility relocations, eminent domain and support. The CONSULTANT will track all costs; assist with payment of settlement agreements, and controlling final recorded right-of-way documents.

3.14 System Safety

Assist SANBAG in the development and implementation of a public safety awareness campaign along the corridor. The corridor is underutilized currently and with the implementation of this project and its related services, outreach will be necessary to increase the public's awareness of safety issues. SANBAG will procure a separate public outreach consultant, however, these activities will be for general awareness of the project from design through construction. CONSULTANT, with assistance from the SANBAG public outreach consultant, will take the lead on administering the public safety awareness campaign. System safety itself is for internal safety procedures.

The public safety awareness campaign will include working with such entities as the California Operation Lifesaver (CAOL), local school districts, professional drivers, transit providers, operating railroads, cities, esri, and the University of Redlands to educate the surrounding community regarding the implementation of the service and how to safely negotiate the rail system.

The CONSULTANT will prepare and administer a system-wide public rail corridor safety program as well as individual programs for specific issues that may arise. Develop and implement a System Safety Program Plan (SSPP) per 49CFR Parts 239, 270, CALOSHA and APTA guidelines for the Project. The SSPP is a requirement of both the FRA for operations and FTA for funding purposes. It details the methods to be used to develop and maintain a culture of safety on the Project and through-out SANBAG. This task includes the on-going safety oversight of contractors, verifying all staff and contractors receive proper safety training before entering a work site. It also includes the development of the Passenger Train Emergency

Preparedness Plan (PTEPP) required before the implementation of service for the Project. The creations of the Safety Committee, performance of hazard analysis, training of first responders are all items that will be addressed in the SSPP.

3.15 Third-Party Agreements and Coordination

CONSULTANT will assist and manage the process of developing and finalizing all third-party agreements. This will include working with SANBAG staff, in-house and outside legal counsel, stakeholders, and the third-parties. Some of the older agreements such as those for the grade crossings will be terminated with new ones taking their place using new agreements and templates recently adopted by SANBAG. The anticipated agreements and coordination include but are not limited to:

- Closure of grade crossings;
- Replacement agreements for grade crossings;
- Construction and Maintenance agreements;
- Amendment to the existing SANBAG/BNSF Shared Use Agreement for maintenance, construction, and operations;
- New and relocated utilities;
- Station designs, construction, maintenance, and security for the esri and University of Redlands stations;
- Transit Oriented Development and other land use agreements with the Cities of San Bernardino and Redlands;
- Operating, maintenance, and funding agreements with the Southern California Regional Rail Authority;
- Vehicle procurement agreements;
- Operator procurement agreements;
- Agreements with funding and regulatory agencies; and
- Modifications to fixed route bus service to provide service to new rail stations.

3.16 Public Outreach

Provide support to SANBAG public outreach meetings including but not limited to the public in general, local agencies, cities, operating railroads, third-parties, and the general public. This task also includes assisting SANBAG in branding the new service during the design and construction phases of the Project. The consultant will provide the bulk of the work for this task with oversight and guidance from SANBAG's public information staff. The CONSULTANT will also produce graphics, presentations, and notifications in support of SANBAG. Arrange meetings and locations, prepare agendas, refreshments as necessary, record taking, room preparation, and cleanup. Prepare a set of meeting notes of each meeting, along with the resolution of issues. Provide the necessary staff at meetings as requested by SANBAG. The CONSULTANT will also assist SANBAG staff in developing and maintaining a project website as well as updated the site on a monthly basis.

3.17 Construction Management

The construction management consultant will be providing constructability reviews; however, the CONSULTANT will coordinate all constructability issues identified with each of the design consultant for a satisfactory resolution. The goal of this process is to identify cost effective approaches to deliver the RPRP.

The constructability analysis will include a review of clarity and completeness of drawings, technical specifications, and all contractual components that may affect the delivery of the Project. The analysis will include an evaluation of the reasonableness of construction techniques and sequencing, maintenance of vehicular and rail traffic, alternative construction methods, minimization of temporary construction easements, construction sequencing and scheduling, construction staging and laydown areas, impact of Positive Train Control, railroad absolute work windows, roadway worker safety requirements per 49 CFR 213, environmental compliance, and bidding conflicts with other projects from other agencies.

After the opening of construction bids but before the start of construction, the design consultant will prepare conformed drawings, which will incorporate all addenda during the bid process. The PMC will assemble all conformed drawings and other bid documents into one PDF version electronic file. CONSULTANT will then distribute this file to the project team including SANBAG, MDC, CM, MFDC, and VPC.

CONSULTANT will also be responsible for compiling all as built (or record drawings) and ensuring their accuracy. This will include gathering the necessary documentation from consultants, contractors, third-parties, and other entities during the implementation of the Project and to assemble the final as-builts at the end of the Project. The CONSULTANT will provide one hard copy of marked-up as-builts (or record drawings) and specifications, and one finalized set of drawings and specifications. The latter will also include both the original electronic version such as Word and MicroStation and a PDF version.

3.18 Operations, Start-Up, and Testing

CONSULTANT will assist SANBAG in the implementation of revenue passenger service. This task starts with developing the service and operating plans, which drive the location of track capacity improvements, size of the revenue equipment fleet, and the size and capabilities of the maintenance and storage facility. Included is the coordination and approval of operating and safety documents required by the Federal Railroad Administration (FRA) and verifying compliance with California Public Utilities Commission (CPUC) General Orders. The FRA is considering revising the requirements of 49 CFR Part 238 regarding the use of diesel multiple unit (DMU) vehicles on mainline railroads. The PMC will assist SANBAG and its VPC in obtaining all necessary waivers for the acceptance and operations of the Project vehicles.

This task is focused on train and engine crew training and certification, pre-revenue operations, standard operating procedures, mechanical facility set-up, testing of dispatching, TVMs, CCTV, and communication systems. CONSULTANT will also prepare and assist SANBAG with all necessary documentation for the safety certification process, timetable, special instructions, and

other operating documents necessary for compliance with the FRA and CPUC. The CONSULTANT at a minimum will provide SANBAG with:

- Operating Plan
- Equipment Cycles Plan
- Monitoring of changes in FRA/FTA/CPUC regulations
- FRA required new passenger railroad filings (overview list at end of SOW)
- CPUC required filings
- Vehicle waivers (if required)
- Pre-Revenue Service Plan
- Pre-Revenue Training Plan
- Fire-Life Safety and Training Plan
- Safety Certification
- Pre-Revenue Operations
- Pre-Revenue Special Operations

The CONSULTANT will provide support to SANBAG in the operation, record keeping, and management of committees related to the RPRP. This task includes developing committee meeting agendas, preparing meeting notes, and organizing the necessary committees required to perform safety certification, system integration testing, and coordinate various project phases. At a minimum the committees and area of responsibility include:

Rail Activation, Planning, and Operations Committee

Meets quarterly until last year of project, bi-weekly thereafter to discuss FRA and CPUC compliance, maintenance, and layover facility start-up, crew training, equipment acceptance testing, pre-revenue and revenue scheduling, timetables, general operating rules, and special instructions.

Fire Life Safety and Security Committee

Meets monthly as a forum for designers, contractors, and first responders to discuss meeting fire, security, and safety regulations related to the RPRP.

System Integration Testing Committee

Meets monthly until last year of project, monthly thereafter or more frequently to discuss issues related to testing of signal, communication, PTC, CCTV, dispatching, etc.

System Safety and Certification Committee

Meets monthly to review certification testing program and to ensure all project elements have been properly inspected for conformance to project specifications, appropriate regulations, and industry standards and to obtain approval from the necessary regulatory authority.

3.19 Operation and Maintenance

In conjunction with SANBAG, MDC, CM, VPC, and other necessary stakeholders, CONSULTANT will develop an Operations and Maintenance Plan (O&M). The operations plan will include hours of daily service, service frequencies, station location, vehicle requirements, vehicle deadhead moves, staffing needs, operating cost estimates, security and ticketing requirements, communications, and management. The maintenance plan will include facility requirements, preventive and corrective maintenance, vehicle rehabilitations and inspection requirements, vehicle/component repair and replacement, items requiring off-site repairs or replacements, bridge management, State of Good Repair Plan, and Asset Management Plan. All aspects of the O&M plan will comply with all regulatory requirements.

3.20 Operation Procurement

Early during the development of the RPRP, SANBAG will determine what type of service and how the service will be delivered. As described in the draft environmental document, different types of services were considered. Two in particular include, 1) continuing some of the Metrolink trains from San Bernardino to Redlands with DMUs supplementing the service operating back and forth between San Bernardino and Redlands, and 2) operating DMUs only between the two cities.

CONSULTANT will assist with the development of operational agreements. The Task may include assisting in the preparation of the RFP for a contract operator for train operations, maintenance of train equipment, maintenance of infrastructure such as facilities, track, bridges, signals, and communications, and dispatching.

3.21 Project Closeout

The CONSULTANT will conduct a contract close out process that will include the oversight of all other consultants. This close-out process will be commensurate with the requirements, regulators and SANBAG and will include but not limited to as-built design drawings, utility as-built drawings, specifications, final inspections, project acceptance by all stakeholders, testing, resolution of all outstanding contractual issues, warranties and guarantees, lien releases, labor compliance, claims, and final payments.

Minute Action

AGENDA ITEM: 7

Date: *January 15, 2015*

Subject:

Memorandum of Understanding No. 15-1001047 with the City of Redlands and Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the advancement of the Redlands Passenger Rail Project

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission, authorize the Executive Director to execute the following:

- A. Memorandum of Understanding No. 15-1001047 with the City of Redlands for the implementation of the Redlands Passenger Rail Project.
- B. Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the implementation of the Redlands Passenger Rail Project.

Background:

The Redlands Passenger Rail Project (RPRP) will provide commuter rail service between the Cities of San Bernardino and Redlands. The nine-mile reconstruction of the existing Redlands Rail Branchline will include the entire replacement of track and bridges, communications and signals, improvements to 27 grade crossings with some potentially being closed, quiet zones, four new stations, reconfiguration of a maintenance facility, and acquisition of commuter vehicles and an operator. A Record of Decision (ROD) from the Federal Transit Administration (FTA) is anticipated in early 2015. The issuance of a ROD is the formal federal approval of the RPRP Environmental Impact Statement (EIS) and allows SANBAG to begin final design and to proceed with construction of the project. These Memorandums of Understanding between SANBAG and the Cities of Redlands and San Bernardino are being executed as a requirement of the EIS and to define general roles and responsibilities during the design, construction, and operation of the project.

One of the main environmental impacts identified in the EIS is the potential for noise generated by train horns at the highway-rail at-grade crossings throughout the project. The preferred mitigation measure for this noise generation, as listed in the EIS, is the implementation of Quiet Zones at the crossings. At a Quiet Zone, the railroad has been directed to cease the routine sounding of horns when approaching highway-rail at-grade crossing, however in emergencies the train horn can still be used at the discretion of the operating engineer. Quiet Zones are implemented by constructing specific safety enhancements at the crossings and must be applied for by the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing. In the case of RPRP, the responsible public authorities for law enforcement at the highway-rail at-grade crossings are the Cities of San Bernardino and Redlands.

Entity: *CTC*

Commuter Rail & Transit Committee Agenda Item

January 15, 2015

Page 2

As part of the RPRP, the necessary safety enhancements at each highway-rail at-grade crossing will be constructed for the crossing to be Quiet Zone ready. In order to actually implement the Quiet Zone, each city will need to file the appropriate paperwork with the Federal Railroad Administration. Since the EIS lists Quiet Zones as a mitigation measure, which can only be implemented by each city, executed MOUs with the Cities of Redlands and San Bernardino, memorializing each city's intention to implement Quiet Zones, is needed before the FTA will issue the ROD.

If Quiet Zones are not implemented, the EIS calls for a secondary mitigation measure of constructing sound walls at strategic areas throughout the project to mitigate the noise generated by train horns. The inclusion of sound walls with the project will increase costs and create unsightly visual barriers throughout the communities along the Redlands Rail Branchline.

This MOU also discusses the roles and responsibilities between SANBAG and the cities, providing a frame work for staff to use to help process design reviews, utility relocations, and discussions regarding betterments that each city might request during the crossing.

SANBAG staff is requesting a recommendation to the Board of authorizing the Executive Director to enter into Contract No. 15-1001047, Memorandum of Understanding with the City of Redlands and Contract No. 15-1001182, Memorandum of Understanding with the City of San Bernardino for the implementation of RPRP.

Financial Impact:

This item has no financial impact.

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 draft Memorandums of Understanding.

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 15-1001047 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of Redlands

Contract Description MOU for RPRP – Quiet Zone implementation and general coordination

Board of Director's Meeting Date: 2/5/15
Overview of BOD Action: That the Board authorize the Executive Director execute a MOU with the City of Redlands for the implementation of RPRP.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	0.0	Original Contingency Amount	\$	0.0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$		TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 0.0

Contract Start Date 2/5/15	Current Contract Expiration Date 12/31/20	Revised Contract Expiration Date
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? N/A

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT NO. 15-1001047

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,

AND THE CITY OF REDLANDS,

FOR THE REDLANDS PASSENGER RAIL PROJECT

This Memorandum of Understanding (“MOU”) is made and entered into by and between the San Bernardino County Transportation Commission (“SANBAG”), the City of Redlands (“CITY”). (SANBAG and CITY are each a “Party” and collectively “Parties”). The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

RECITALS

WHEREAS, SANBAG owns and is responsible for the maintenance on the Redlands Subdivision railroad right-of-way between San Bernardino and Redlands (“ROW”); and

WHEREAS, a portion of the ROW is presently being used for operation of freight trains by the Burlington Northern Santa Fe Railway Company (“BNSF”); and

WHEREAS, SANBAG desires to implement the Redlands Passenger Rail Project (“PROJECT”) within and along the ROW; and

WHEREAS, the PROJECT includes improvements located within the ROW (“IMPROVEMENTS”) and ancillary facilities such as stations and parking facilities located on property adjoining the ROW (“FACILITIES”); and

WHEREAS, the implementation and operation of the PROJECT is governed by United States Code, Title 49 – TRANSPORTATION SUBTITLE IV – INTERSTATE TRANSPORTATION, PART A – RAIL, CHAPTER 105 – JURISDICTION, Section 10501 – General jurisdiction; and

WHEREAS, the PROJECT is included in the approved SANBAG Measure I 2010-2040 Ten-Year Delivery Plan and the Southern California Association of Governments’ Regional Transportation Plan and is eligible to receive funds from the Measure I 2010-2040 San Bernardino Valley Metrolink/Passenger Rail Program; and

WHEREAS, SANBAG and City of Redlands have entered into an agreement, SANBAG Contract No. 97-026, regarding parking related to the PROJECT at certain stations in the City of Redlands; and

WHEREAS, SANBAG is completing an Environmental Impact Study and Environmental Impact Report (“EIS/EIR”) identifying potential impacts of the PROJECT and associated mitigation measures per federal and state guidelines and plans to certify the project and move towards construction and implementation; and

WHEREAS, the implementation of Quiet Zones at specific highway-rail at-grade crossings is listed as one of the preferred mitigation measures in the EIS/EIR; and

WHEREAS, per United States Code, TITLE 49 - TRANSPORTATION SUBTITLE B CHAPTER II PART 222, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

WHEREAS, SANBAG and CITY recognize that coordination of PROJECT utility relocations with CITY is mutually beneficial to both SANBAG and CITY and wish to minimize cost and schedule disruptions of utility relocations; and

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG’s responsibilities for design, construction, and operation of the PROJECT, specifically to define the scope of CITY’S involvement in the review and approval of design drawings, to establish defined review period time frames, and to acknowledge other necessary steps SANBAG and CITY must follow; and

NOW, THEREFORE, the Parties agree to the following:

RESPONSIBILITIES:

1. The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference.
2. The PROJECT as described and depicted on Exhibits A and B attached hereto and incorporated herein is located in the Cities of San Bernardino and Redlands.
3. CITY and SANBAG will meet and confer to establish SANBAG’s responsibilities for construction and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings, permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT FACILITIES and improvements.
4. CITY and SANBAG will identify one or more contact individuals for all PROJECT related matters.

5. SANBAG agrees to design, construct, and maintain at-grade crossing improvements along the PROJECT corridor to be Quiet Zone capable and to prepare all required applications and technical studies needed to implement Quiet Zones along the entire PROJECT corridor.
6. CITY agrees to attend site diagnostic meetings, execute concurrence documents in compliance with CPUC General Order 75 and 88, and file all federally required documentation when construction of all PROJECT grade crossings is substantially complete in order to implement Quiet Zones within its jurisdiction at all crossings included within the scope of the PROJECT.
7. CITY agrees to prepare and process a General Plan Change or similar land use guidance document and discretionary actions as may be required for the closure of crossings as determined by SANBAG, CITY, and the CPUC; and implement parking prohibitions adjacent to all crossings as may be required by the CPUC.
8. CITY and SANBAG will identify and plan for utility relocations and modifications, including streets in a coordinated manner. Specific agreements will be outlined as to which utilities need to be relocated, when they will be relocated, and who will perform the work. CITY and SANBAG recognize the need to perform this work in a timely and cost effective manner.
9. CITY agrees it will invoke its franchise/utility agreements and have its rights under those agreements imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's intent to exercise its rights and request the relocation of utilities pursuant to the franchise/utility agreements.
10. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY project construction and CITY construction schedules, particularly with respect to utility relocations.
11. SANBAG will provide a mechanism to incorporate such PROJECT "Betterments" as may be requested by the CITY. Betterments are defined as facilities which are not required for the PROJECT or required by city zoning or building regulations and are enhancements to the PROJECT. Cost sharing will be negotiated in good faith on a case-by-case basis.
12. CITY will collaborate with SANBAG to acquire or vacate necessary right-of-way to complete the implementation of the PROJECT based on the PROJECT implementation schedule to be provided by SANBAG.
13. CITY shall execute new grade crossing and utility license agreements, drafted by SANBAG, for each new and existing CITY owned utility, including streets that cross SANBAG's Redlands Branch Corridor right-of-way.

14. CITY will contribute in-kind services to the PROJECT providing at their own costs, but not limited to, all plan reviews, processing, construction permits, and construction inspections.
15. Dispute Resolution. This agreement shall be interpreted in accordance with the laws of the State of California except those issues regulated by the Code of Federal Regulations. Any dispute between the parties shall be resolved as follows:
 - a. The individuals identified in Paragraph 3 hereof shall meet and confer in good faith to resolve the dispute.
 - b. If unresolved the dispute shall be referred to the City Manager of CITY and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute. In the event the dispute is still not resolved the dispute shall be referred to the governing bodies of the CITY and SANBAG who shall arrange to meet and confer through committees, representatives, or delegates to resolve the dispute. The decisions of the governing bodies shall be final. The CITY and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.
16. Following completion of the PROJECT, CITY and SANBAG will continue to meet and confer on the common interests of both with respect to the safe operation and maintenance of the passenger rail system and CITY facilities including potential effects on traffic within the project limits in CITY.
17. No Party nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under this AGREEMENT. It is understood and agreed that each Party shall fully defend, indemnify and save harmless each other Party, its officers, directors, members, employees, contractors or agents from all claims, liabilities, suits or actions of every name, kind and description brought for or on account of any injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, action or inaction undertaken under this AGREEMENT by the indemnifying party.
18. This AGREEMENT shall continue in full force and effect through December 31, 2020.
19. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of their respective Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
20. Except on subjects preempted by federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All Parties

agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.

21. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
22. This AGREEMENT can be amended with a written amendment when duly authorized and executed by both Parties.
23. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
24. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
25. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
26. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to SANBAG:

Raymond Wolfe, Executive Director
1170 West 3rd Street, Second Floor
San Bernardino, CA 92410-1715
(909) 884-8276

If to City of Redlands:

N. Enrique Martinez, City Manager
35 Cajon Street, Suite 200
P.O. Box 3005
Redlands, CA 92373
(909) 798-7510

26. Exhibit A (Project Description) and Exhibit B (Project Location Map) is attached to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

CITY OF REDLANDS

By: _____
Raymond Wolfe
SANBAG Executive Director

By: _____
Paul Foster, Mayor
City of Redlands

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. SANBAG General Counsel

By: _____
Dan McHugh
City Attorney

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING NO. 15-1001047**EXHIBIT A - Project Overview**

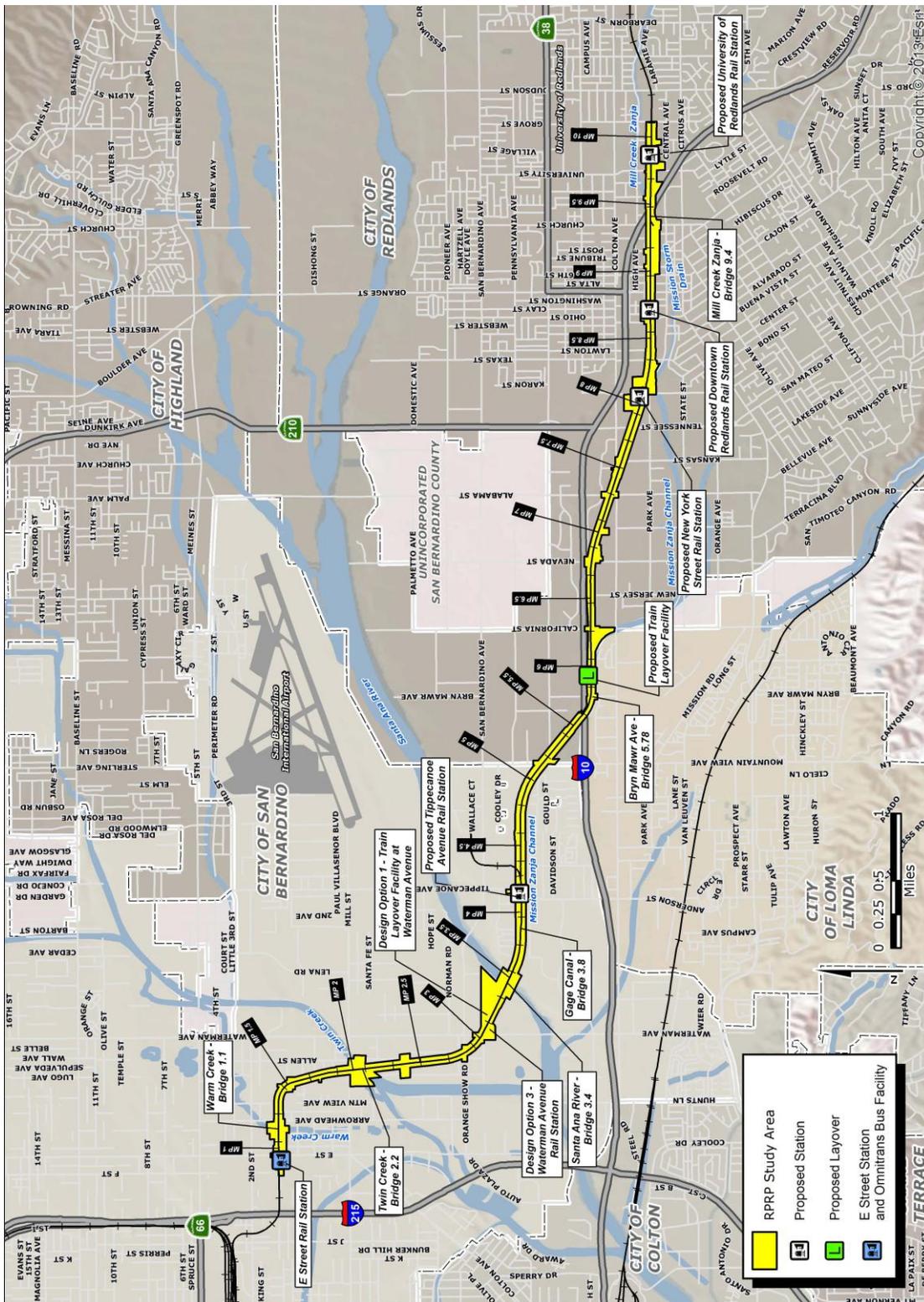
The Redlands Passenger Rail Project (RPRP) encompasses an approximately nine-mile corridor extending east from the City of San Bernardino to the City of Redlands. The project extends along an existing railroad right-of-way owned by SANBAG and commonly referred to as the Redlands Branch or Subdivision.

The project proposes the operation of passenger rail service between E Street in the City of San Bernardino and the University of Redlands, in the City of Redlands. Passenger rail service will be facilitated by up to five station stops. Up to four new station stops will be constructed in conjunction with RPRP. These include possibly one station located at either Tippecanoe Avenue or Waterman Avenue within the City of San Bernardino and New York Street, Orange Street, and University Street within the City of Redlands. The fifth station is being constructed at E Street in San Bernardino as part of the Downtown San Bernardino Passenger Rail Project. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, potential construction of a new train layover facility, and auxiliary improvements such as at-grade highway crossing and safety enhancements, new parking facilities, and improvements to pedestrian access.

The project is currently considering three vehicle options for operations: two (2) types of diesel-powered locomotives and one (1) type diesel multiple units (DMU). The final vehicle type selected will meet Tier 4 emission requirements. Frequency of these vehicles would be 30 minute headways during AM and PM peak travel times and hour headways during off-peak times traveling between the E Street and University of Redlands Stations. Functionality will be built into the system to allow for Metrolink a limited number of trains.

MEMORANDUM OF UNDERSTANDING NO. 15-1001047

EXHIBIT B - Project Area



Attachment: C15-1001047 - CoR QZ-Coordination MOU 141217 [Revision 1] (1482 : RPRP MOUs with Cities of Redlands and San Bernardino)



CONTRACT SUMMARY SHEET

Contract No. C 15-1001182 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of San Bernardino

Contract Description MOU for RPRP – Quiet Zone implementation and general coordination

Board of Director's Meeting Date: 2/5/15
Overview of BOD Action: That the Board authorize the Executive Director execute a MOU with the City of San Bernardino for the implementation of RPRP.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	0.0	Original Contingency Amount	\$	0.0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$		TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>					\$ 0.0

Contract Start Date 2/5/15	Current Contract Expiration Date 12/31/20	Revised Contract Expiration Date
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? N/A

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 N/A

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT NO. 15-1001182

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND THE CITY OF SAN BERNARDINO

FOR THE REDLANDS PASSENGER RAIL PROJECT

This Memorandum of Understanding (“MOU”) is made and entered into by and between the San Bernardino County Transportation Commission (“SANBAG”) and the City of San Bernardino (“CITY”). (SANBAG and CITY are each a “Party” and collectively “Parties”). The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

RECITALS

WHEREAS, SANBAG owns and is responsible for the maintenance on the Redlands Subdivision railroad right-of-way between San Bernardino and Redlands (“ROW”); and

WHEREAS, a portion of the ROW is presently being used for operation of freight trains by the Burlington Northern Santa Fe Railway Company (“BNSF”); and

WHEREAS, SANBAG desires to implement the Redlands Passenger Rail Project (“PROJECT”) within and along the ROW; and

WHEREAS, the PROJECT includes improvements located within the ROW (“IMPROVEMENTS”) and ancillary facilities such as stations and parking facilities located on property adjoining the ROW (“FACILITIES”); and

WHEREAS, the implementation and operation of the PROJECT is governed by United States Code, Title 49 – TRANSPORTATION SUBTITLE IV – INTERSTATE TRANSPORTATION, PART A – RAIL, CHAPTER 105 – JURISDICTION, Section 10501 – General jurisdiction; and

WHEREAS, the PROJECT is included in the approved SANBAG Measure I 2010-2040 Ten-Year Delivery Plan and the Southern California Association of Governments’ Regional Transportation Plan and is eligible to receive funds from the Measure I 2010-2040 San Bernardino Valley Metrolink/Passenger Rail Program; and

WHEREAS, SANBAG and City of Redlands have entered in to an agreement, SANBAG Contract No. 97-026, regarding parking related to the PROJECT at certain stations in the City of Redlands; and

WHEREAS, SANBAG is completing an Environmental Impact Study and Environmental Impact Report (“EIS/EIR”) identifying potential impacts of the PROJECT and associated mitigation measures per federal and state guidelines and plans to certify the project and move towards construction and implementation; and

WHEREAS, the implementation of Quiet Zones at specific highway-rail at-grade crossings is listed as one of the preferred mitigation measures in the EIS/EIR; and

WHEREAS, per United States Code, TITLE 49 - TRANSPORTATION SUBTITLE B CHAPTER II PART 222, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

WHEREAS, SANBAG and CITY recognize that coordination of PROJECT utility relocations with CITY is mutually beneficial to both SANBAG and CITY and wish to minimize cost and schedule disruptions of utility relocations; and

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG’s responsibilities for design, construction, and operation of the PROJECT, specifically to define the scope of CITY’S involvement in the review and approval of design drawings, to establish defined review period time frames, and to acknowledge other necessary steps SANBAG and CITY must follow; and

NOW, THEREFORE, the Parties agree to the following:

RESPONSIBILITIES:

1. The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference.
2. The PROJECT as described and depicted on Exhibits A and B attached hereto and incorporated herein is located in the Cities of San Bernardino and Redlands.
3. CITY and SANBAG will meet and confer to establish SANBAG’s responsibilities for construction and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings, permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT FACILITIES and improvements.
4. CITY and SANBAG will identify one or more contact individuals for all PROJECT related matters.

5. SANBAG agrees to design, construct, and maintain at-grade crossing improvements along the PROJECT corridor to be Quiet Zone capable and to prepare all required applications and technical studies needed to implement Quiet Zones along the entire PROJECT corridor.
6. CITY agrees to attend site diagnostic meetings, execute concurrence documents in compliance with CPUC General Order 75 and 88, and file all federally required documentation when construction of all PROJECT grade crossings is substantially complete in order to implement Quiet Zones within its jurisdiction at all crossings included within the scope of the PROJECT.
7. CITY agrees to consider the adoption of certain General Plan Amendments or similar land use guidance document and/or discretionary actions as may be required to reflect the revised traffic circulation system arising from the closure of crossings as determined by SANBAG, CITY, and the CPUC; and to implement parking prohibitions adjacent to crossings as may be required by the CPUC.
8. CITY and SANBAG will identify and plan for utility relocations and modifications, including streets in a coordinated manner. Specific agreements will be outlined as to which utilities need to be relocated, when they will be relocated, and who will perform the relocation work at no cost to the CITY, unless otherwise covered by separate existing agreements. CITY and SANBAG recognize the need to perform this work in a timely and cost effective manner. SANBAG recognizes the need to execute separate water utility relocation agreement(s) with the City of San Bernardino Municipal Water Department (WATER).
9. CITY agrees it will invoke its franchise/utility agreements and have its rights under those agreements imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's intent to exercise its rights and request the relocation of utilities pursuant to the franchise/utility agreements.
10. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY project construction and CITY construction schedules, particularly with respect to utility relocations.
11. SANBAG will provide a mechanism to incorporate such PROJECT "Betterments" as may be requested by the CITY and WATER. Betterments are defined as facilities which are not required for the PROJECT or required by city zoning or building regulations and are enhancements to the PROJECT. Cost sharing will be negotiated in good faith on a case-by-case basis.
12. CITY will collaborate with SANBAG to acquire right-of-way needed to complete the implementation of the PROJECT based on the PROJECT implementation schedule to be provided by SANBAG. CITY will also collaborate with SANBAG to pursue

vacation of CITY right-of-way that will no longer be needed for public purposes upon completion of the improvements.

13. CITY shall collaborate with SANBAG on amending existing grade crossing and utility license agreements as necessary to accommodate the project for each existing CITY owned utility and street crossings along SANBAG's Redlands Branch Corridor right-of-way. In addition, CITY shall collaborate with SANBAG on the execution of new grade crossing and/or utility license agreements, drafted by SANBAG, for each new and existing CITY owned utility, including streets that cross SANBAG's Redlands Branch Corridor right-of-way. The terms and conditions for each of the subject license agreements shall be negotiated by both parties in good faith on a case-by-case basis, as soon as pertinent details become available.
14. **Dispute Resolution.** This agreement shall be interpreted in accordance with the laws of the State of California except those issues regulated by the Code of Federal Regulations. Any dispute between the parties shall be resolved as follows:
 - a. The individuals identified in Paragraph 3 hereof shall meet and confer in good faith to resolve the dispute.
 - b. If unresolved the dispute shall be referred to the City Manager of CITY and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute. In the event the dispute is still not resolved the dispute shall be referred to the governing bodies of the CITY and SANBAG who shall arrange to meet and confer through committees, representatives, or delegates to resolve the dispute. The decisions of the governing bodies shall be final. The CITY and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.
15. Following completion of the PROJECT, CITY and SANBAG will continue to meet and confer on the common interests of both with respect to the safe operation and maintenance of the passenger rail system and CITY facilities including potential effects on traffic within the project limits in CITY.
16. No Party nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under this AGREEMENT. It is understood and agreed that each Party shall fully defend, indemnify and save harmless each other Party, its officers, directors, members, employees, contractors or agents from all claims, liabilities, suits or actions of every name, kind and description brought for or on account of any injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, action or inaction undertaken under this AGREEMENT by the indemnifying party.
17. This AGREEMENT shall continue in full force and effect through December 31, 2020.

18. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of their respective Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
19. Except on subjects preempted by federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
20. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
21. This AGREEMENT can be amended with a written amendment when duly authorized and executed by both Parties.
22. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
23. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
24. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
25. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to SANBAG:

Raymond Wolfe, Executive Director
 1170 West 3rd Street, Second Floor
 San Bernardino, CA 92410-1715
 (909) 884-8276

If to City of San Bernardino:

Allen Parker, City Manager
 300 N. "D" Street, 6th Floor
 San Bernardino, CA 92418
 (909) 384-5122

- 26. Exhibit A (Project Description) and Exhibit B (Project Location Map) is attached to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

CITY OF SAN BERNARDINO

By: _____
 Raymond Wolfe
 SANBAG Executive Director

By: _____
 Allen Parker
 City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
 Robert D. Herrick
 Asst. SANBAG General Counsel

By: _____
 Gary D. Saenz
 City Attorney

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING NO. 15-1001182**EXHIBIT A - Project Overview**

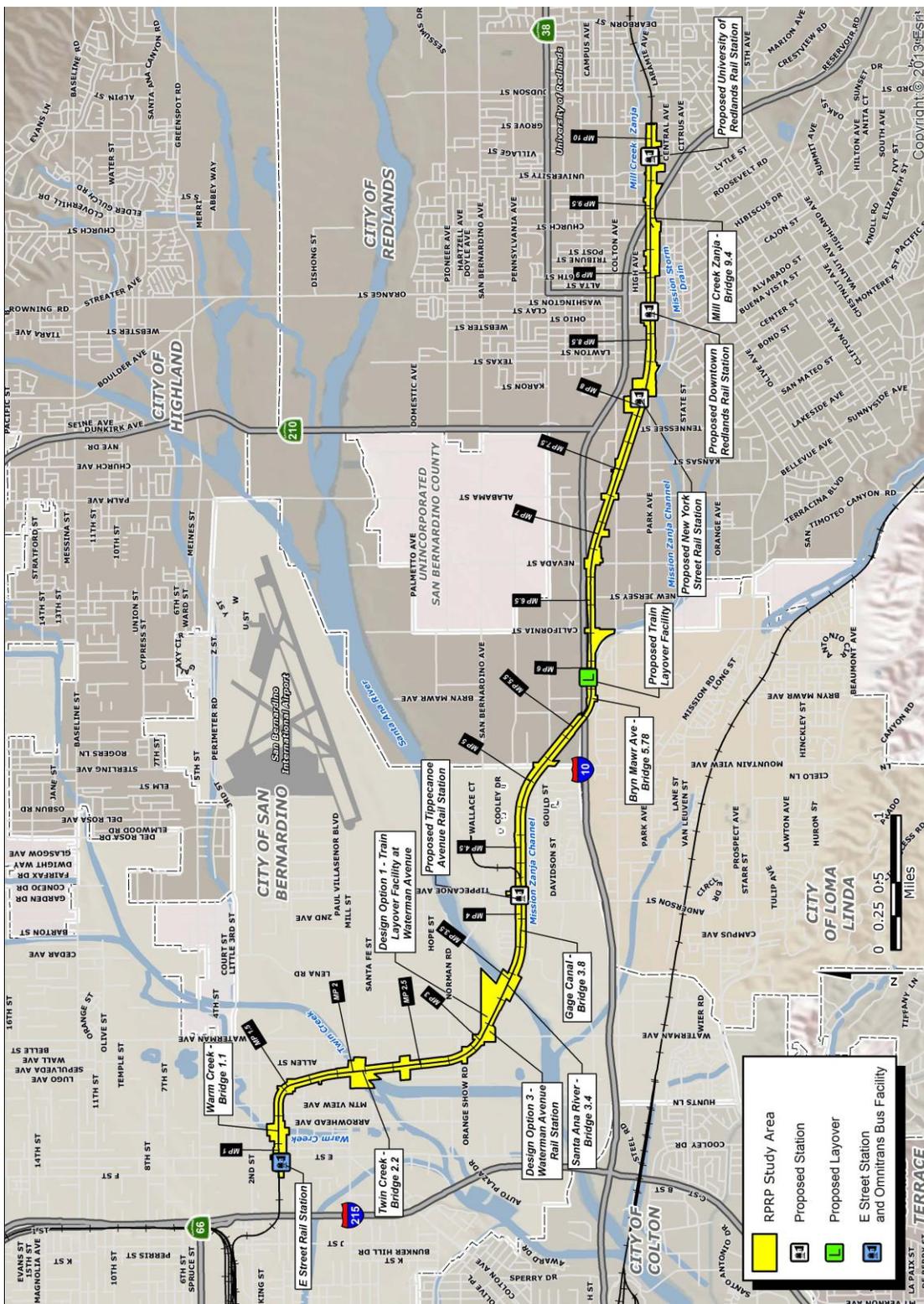
The Redlands Passenger Rail Project (RPRP) encompasses an approximately nine-mile corridor extending east from the City of San Bernardino to the City of Redlands. The project extends along an existing railroad right-of-way owned by SANBAG and commonly referred to as the Redlands Branch or Subdivision.

The project proposes the operation of passenger rail service between E Street in the City of San Bernardino and the University of Redlands, in the City of Redlands. Passenger rail service will be facilitated by up to five station stops. Up to four new station stops will be constructed in conjunction with RPRP. These include possibly one station located at either Tippecanoe Avenue or Waterman Avenue within the City of San Bernardino and New York Street, Orange Street, and University Street within the City of Redlands. The fifth station is being constructed at E Street in San Bernardino as part of the Downtown San Bernardino Passenger Rail Project. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, potential construction of a new train layover facility, and auxiliary improvements such as at-grade highway crossing and safety enhancements, new parking facilities, and improvements to pedestrian access.

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MEMORANDUM OF UNDERSTANDING NO. 15-1001182

EXHIBIT B - Project Area



Minute Action

AGENDA ITEM: 8

Date: *January 15, 2015*

Subject:

Contract No. C12178 Amendment No. 2 with Parsons Brinckerhoff

Recommendation:

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

A. Approve Amendment No. 2 to Contract No. C12178 with Parsons Brinckerhoff (PB) for additional construction management services for the Omnitrans Bus facility, increasing the contract amount by \$515,701 for an amended not-to-exceed amount of \$1,231,591.

The Board, acting as the San Bernardino County Transportation Commission:

B. Allocate \$515,701 of Valley Local Transportation Funds to the San Bernardino Transit Center Project in lieu of the Valley State Transit Assistance Funds that were originally identified for the project.

Background:

The San Bernardino Transit Center (SBTC) is a 22-bay bus facility serving Omnitrans fixed route services, providing connections to sbX Rapid Transit Service and Metrolink, and hosting Victor Valley Transit Authority, Mountain Area Regional Transit Authority, and the City of Beaumont buses. The SBTC is also the future westerly terminus of the planned Redlands Passenger Rail System.

Construction of SBTC began in February 2014 and is scheduled to be completed in mid-2015. While SBTC construction has been progressing without major complication or incidents, there have been numerous challenges to overcome as well as an additional level of effort required from the construction management consultant Parsons Brinckerhoff (PB), principally because of the following:

- Unforeseen additional requirements by the City of San Bernardino, other governmental agencies, and utilities. The end-user, Omnitrans, has also made several requests to revise or add work items during the course of SBTC construction.
- Changes in the project design due to complications, litigation, and agreements related to the required right-of-way.
- SBTC contractor's inexperience with all requirements that pertain to Federal Transit Administration (FTA) funded projects has resulted in SANBAG and PB providing greater oversight and direction to ensure FTA grant compliance.

The following is a general description of additional work items and scope performed by PB related to the San Bernardino Transit Center Project:

Entity: CTA, CTC

Preconstruction Related Projects:

- E Street Storm Drain: As part of the San Bernardino Transit Center Project, SANBAG awarded a \$354,300 construction contract to GRFCO Inc., for the construction of a storm drain along Rialto Avenue and E Street in the City of San Bernardino. PB assisted SANBAG in project bidding, Construction Management (CM), inspections, material quality control and claims mitigation support services.
- Bekins Building Demolition: SANBAG awarded a \$246,450 construction contract to Unlimited Environmental, Inc. Total demolition of the 3-story concrete-framed warehouse building was underway at virtually the same time as the E-Street Storm Drain improvements. Demolishing the warehouse cleared a site located south of Redlands Subdivision (rail corridor) benefiting the First Mile project and the proposed San Bernardino Transit Center parking lot. PB performed the same oversight and supporting efforts as they did for the E-Street Storm Drain construction contract.

Preconstruction and Bid Packaging:

- Additional Utility Coordination: PB performed preconstruction management services related to the SBTC project, including periodic and routine coordination meetings with various utility companies: Southern California Edison (SCE), Southern California Gas Company (SCG), Verizon Communications Inc. (VZN), San Bernardino Municipal Water District (SBMWD) and City of San Bernardino Engineering Department (CSB). These sessions were necessary and such coordination efforts intensified to assist project designer, HDR Engineering, to finalize design and drawing details immediately prior to awarding the SBTC construction contract.
- Additional Document Review and Specifications Editing: PB assisted SANBAG and HDR Engineering in developing General Specifications for the project. Review and editing sessions were conducted once and sometimes twice a week.
- Additional Storm Water Pollution Prevention Plan (SWPPP) Assistance: PB assisted SANBAG to initially establish and then update the Storm Water Multiple Application and Reporting Tracking System (SMARTS) on-line accounts for monitoring project-specific SWPPP related construction activities as the State of California mandates.
- Affaitati Property (655 W. Rialto Ave. Parking Lot Improvements): Reconfiguring the secured and unsecured parking areas increased the CM level of effort for the construction of the parking lot. There were five (5) successive design revisions to accommodate the property owner which intensified the effort by PB's inspectors to monitor field work performed without interruption. Resident Engineer and Office Engineer have evaluated and negotiated 14 Requests for Change (RFCs) approved by four (4) Change Notices (CNs) totaling \$176,000.
- Unforeseen Conditions and Buried Debris: Contractor encountered unknown concrete and asphalt causing PB's Resident Engineer and Field Inspectors to devote more time recording subcontractors' force account work.
- Buy-America Compliance and HVAC Waiver: Contractor's inexperience with FTA mandated requirements caused SANBAG, HDR Engineering and PB to expend extraordinary effort to give input to the contractor and to more closely monitor the purchase and installation of all manufactured products.
- Contractor's Quality Control versus Owner's Quality Assurance: PB's costs have also increased due to contractor's unwillingness to provide independent testing lab services and

Commuter Rail & Transit Committee Agenda Item

January 15, 2015

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to effectively police the quality of subcontracted work, which also required enhanced level of QA testing and inspection efforts.

- Additional Labor Compliance Monitoring: PB labor compliance monitoring personnel recently intensified level of effort in order to prompt timely reporting. PB has issued deficiency notices which requiring additional level of effort to close out the labor compliance issues.
- Additional Construction Staking and Layout of Contractor's Work: The contractor has requested extensive survey requests beyond those of typically experienced contractors.
- Incoming Utility Service Entrances into Building: PB required additional level of effort to correctly coordinate and closely configure the exact routing of electrical power, telephone and gas lines entering the building and avoid conflicts with other proposed improvements.
- Traffic Signals, Illumination of Streets and Intersections: Similar of the unforeseen conditions and buried debris, Resident Engineer and Field Inspectors are spending more time than normally expected coordinating with project designer and authorities having jurisdiction.

For reference, Amendment No. 1 for this contract was for pre-construction utility verification for an additional amount of \$32,135 for a new total of \$715,890.

Financial Impact:

This item is consistent with the current adopted Fiscal Year 2014/2015 SANBAG Budget under Task No. 0322- San Bernardino Transit Center Project.

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 draft contract amendment.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:

CONTRACT SUMMARY SHEET

Contract No. C 12178 Amendment No. 2

By and Between

San Bernardino Associated Governments and Parsons Brinkerhoff

Contract Description Construction Management Services for the Omnitrans Bus Facility

Board of Director's Meeting Date: February 4, 2015.
Overview of BOD Action: 1) Approve Amendment No. 2 to Contract No. C12178 with Parsons Brinkerhoff for additional construction management services for the Omnitrans Bus facility, increasing the contract amount by \$515,701 for an amended not-to-exceed amount of \$1,231,591.
 2) Allocate \$515,701 of Valley Local Transportation Funds to the San Bernardino Transit Center Project in lieu of the Valley State Transit Assistance Funds that were originally identified for the project.
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW				
Original Contract Amount	\$	683,755	Original Contingency Amount	\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	715,890	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ 0
Current Amendment Amount	\$	515,701	Contingency Amendment	\$ 0
TOTAL CONTRACT VALUE	\$	1,231,591	TOTAL CONTINGENCY VALUE	\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$ 1,231,591

Contract Start Date 12/8/2015	Current Contract Expiration Date 12/31/2015	Revised Contract Expiration Date 12/31/2015
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. 322.
 A Budget Amendment is required.
 How are we funding current FY? Omnitrans, FTA 5309, LTF 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: 6012 (Transit Center Project Fund), LTF Rail, FTA 5309, FTA 5307.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % 10.
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Mitchell A Alderman

Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 2

TO

CONTRACT NO. C12178

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

PARSONS BRINCKERHOFF, INC.

This AMENDMENT No. 2 to Contract No. C12178 (this “Amendment”) is made by and between Parsons Brinckerhoff, Inc. (hereafter called “CONSULTANT”) and the San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority (hereafter called “AUTHORITY”). The AUTHORITY and CONSULTANT are each a “Party” and collectively “Parties” herein.

RECITALS:

- A. **WHEREAS**, AUTHORITY, under Contract No. C12178, has engaged CONSULTANT to provide construction management services for the Omnitrans bus facility (“Project”); and
- B. **WHEREAS**, AUTHORITY and CONSULTANT desire to amend the contract increasing the contract amount to provide for additional construction management services; and
- C. **WHEREAS**, the Parties agree that the additional services will increase the Not-To-Exceed amount by \$515,701 Dollars.

NOW THEREFORE, the Parties mutually agree to amend Contract No. C12178 as follows:

1. The Scope of Services for Contract No. C12178 shall be amended to reflect the changes and additions described in Attachment A.1 to this Amendment No. 2, all to be performed to AUTHORITY’S satisfaction. Except as specifically amended in Attachment A.1, the current provisions of the Scope of Services shall remain in force and effect.
2. Amend Article 3, “Price”, sub-paragraph 3.2, to delete the first sentence and replace with the following:

“The total not-to-exceed amount is One Million Two Hundred Thirty-One Thousand Five Hundred Ninety-One Dollard (\$1,231,591) for the services to be provided under this Contract.

- 3. Except as otherwise specified herein or in Attachment A.1, the modified and additional services set forth in Attachment A.1 shall be compensated in the same manner and under the same procedures as for the services under Contract No. C12178 and are subject to the amended not-to-exceed figure set forth in paragraph 2 above. Attachment B.1 to this Amendment No. 2, contains the projected budget for the cost components of the price increase negotiated by the parties for the completion of the modified and additional services set forth in Attachment A.1.
- 4. Contract No. C12178 and Amendment 1 are incorporated into this Amendment.
- 5. Except as amended by this Amendment No. 2, all other provisions of Contract No. C12178, as amended, remain in full force and effect.

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

PARSONS BRINCKERHOFF, INC

AUTHORITY

By: _____
Douglas B. Sawyer
Sr. Vice President

By: _____
L. Dennis Michael
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Assistant General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: PB Contract C12178-2 Amendment 2 (1570 : Parsons Brinckerhoff Contract No C12178 Amendment No 2)

Attachment A.1

Background:

The San Bernardino Transit Center (SBTC) is a 22-bay bus facility serving Omnitrans fixed route services, providing connections to sbX and Metrolink, and hosting Victor Valley Transit Authority, Mountain Transit, and the City of Beaumont buses. The SBTC is also the future westerly terminus of the planned Redlands Passenger Rail System (also known to be the extended passenger service along approximately nine-mile line running between downtown San Bernardino and the City of Redlands).

For SANBAG, the SBTC construction project is a separate project from the concurrent construction of the Downtown San Bernardino Passenger Rail Project (DSBPRP) more familiarly called the Redlands First Mile, constituting the first mile of Metrolink service to be extended eastward from its current terminus at the Santa Fe Depot in San Bernardino.

Construction of the SBTC began in late February this year and is currently on schedule for substantial completion mid-Spring 2015. Parsons Brinckerhoff (PB) serves as SANBAG's Construction Management Consultant for the DSBPRP, monitoring construction for both SBTC and First Mile projects. PB personnel also serve, on call, as an extension of SANBAG staff reporting to the Director of Transit and Rail Program.

While SBTC construction has been progressing without major complication or incident, maintaining the originally planned schedule, there have been numerous challenges to overcome as well as an additional level of effort required from the construction management consultant PB, principally because:

- Unforeseen additional requirements by the City of San Bernardino, other governmental agencies, and utilities. The end-user, Omnitrans, has also made several requests to revise or add work items during course of SBTC construction.
- Changes in the project design and construction management support occurred due complications in, litigation over, and agreements relating to acquire rights-of-way along the new rail corridor, including privately owned properties surrounding the SBTC site.
- SBTC contractor's inexperience with all requirements that pertain to FTA funded projects has resulted in SANBAG and PB providing greater oversight and direction to ensure FTA grant compliance.

The following is a general description of additional work items and scope performed by PB relating to the SBTC:

Precursor Projects:

- E-Street Storm Drain Construction Contract: SANBAG tendered bids and awarded a \$354,300 contract to contractor GRFCO, Inc. in very much in the way PB was called upon by SANBAG to provide CM services of Phase 3 improvements at Metrolink's Eastern Maintenance Facility (EMF) located in Colton before starting construction for the Redlands First Mile. It was necessary for lower portions of the new storm drain system to be in place before sbX bus service started running in southbound lanes of E-Street (circa May 2014); albeit, smaller than EMF construction, and shorter in duration, E-Street Storm Drain contract oversight was charged against SBTC's

construction management budget and during the four months preceding SBTC construction (November 2013 through February 2014). PB supported SANBAG in project bidding, contract administration and conformance inspections, material quality testing, construction surveying, change management and claims mitigation.

- Former Bekins Building Demolition Contract: SANBAG tendered bids and awarded a \$246,450 construction contract to Unlimited Environmental, Inc. Total demolition of the 3-story concrete-framed warehouse building was underway at virtually the same time frame as the E-Street Storm Drain improvements. Although demolishing the warehouse cleared a site located south of Redlands Subdivision (rail corridor) benefiting the First Mile project, PB performed the same oversight and supporting efforts as for E-Street Storm Drain and, likewise, such time was charged against SBTC's construction management budget, mainly December 2013 through January 2014, with some change order work taking until the middle of March to complete – about the time, SBTC-related demolition got underway where former Matzoros Produce warehouses were located off G-Street.

Preconstruction and Bid Packaging:

- Additional Utility Coordination: During the timeframe of EMF construction, in approximately October 2012 through August 2013, PB performed preconstruction management services relative to SBTC project, including periodic and routine coordination meetings with various utility companies, but mainly with Southern California Edison (SCE) and Southern California Gas Company (SCG), and also with Verizon Communications Inc. (VZN), San Bernardino Municipal Water District (SBMWD) and City of San Bernardino Engineering Department (CSB). These sessions were necessary and such coordination efforts intensified to assist project designer, HDR Engineering, finalize design and drawing details immediately prior to tendering of SBTC bids (October-November 2013). Again, such time was charged against SBTC's construction management budget allocation.
- Additional Document Review and Specifications Editing: PB assisted SANBAG and HDR Engineering in developing General Specifications for the project. Review and editing sessions conducted once and sometimes twice a week, began as early as Spring 2012 then intensified during timeframe of December 2012 through September 2013. Time expended on proofing SBTC documents was charged against SBTC.
- Additional Storm Water Pollution Prevention Plan (SWPPP) Assistance: PB assisted SANBAG initially establish and then update SMARTS on-line accounts for monitoring project-specific SWPPP related construction activities as the State of California mandates. As SANBAG holds ultimate responsibility, efforts made to get project reporting up and running expended time charged against SBTC.

Construction Phase:

- Affaitati Property (655 W. Rialto Ave. Parking Lot Improvements): By reconfiguring the secured and unsecured parking areas pursuant to design concept put forth by adjacent

property owner (Affaitati), not only after bids were tendered, but soon after demolition of former Matzoros buildings began, *what had begun simple did become more difficult than one could anticipate*. Not only did 5 successive design revisions result, to accommodate Affaitati, required intensified vigilance by PB inspectors to monitor field work performed without interruption while designers revised stall layouts and tree selections/placements then relocated the wall separating the lots and tree placements, followed by adjusting of wrought iron fence panels, rolling vehicle gate, and man-gate. Resident engineer and office engineer have evaluated and negotiated 14 Requests for Change (RFCs) approved by 4 Change Notices (CNs) totaling \$176,000.

- Unforeseen Conditions and Buried Debris: Almost as soon as construction commenced, evidence of unknown concrete and asphalt presented itself, causing PB resident engineer and field inspectors to expend more time diligently recording subcontractors' force account work.
- Buy-America Compliance and HVAC Waiver: It became apparent early on that contractor's unfamiliarity with FTA mandated requirements, especially Buy-America provisions, would cause SANBAG, HDR Engineering and PB to expend extraordinary effort to give input to the contractor and to more closely monitor the purchase and installation of all manufactured products. As it happened, SANBAG applied for and successfully obtained FTA waiver permitting foreign-made Variable Refrigerant Flow HVAC equipment in the project.
- Contractor's Quality Control versus Owner's Quality Assurance: Our costs have also increased due to contractor's unwillingness to amply provide independent testing lab services and to effectively police the quality of subcontracted work, which also required enhanced level of QA testing and inspection efforts. Nine non-conformance notices issued to date.
- Additional Labor Compliance Monitoring: Contractor continues to be chronically belated or remiss in its submission of mandatory certified payroll reports for subcontractors. PB labor compliance monitoring personnel recently intensified efforts to elicit real cooperation and accurate, timelier reporting. Issued deficiency notices to contractor go unheeded, now subjecting progress payments to further withholdings and statutory penalties.
- Additional Construction Staking and Layout of Contractor's Work: The contractor has requested extensive survey requests beyond those of typically experienced contractors..
- Incoming Utility Service Entrances into Building: PB made extraordinary efforts to correctly coordinate and closely configure the exact routing of electrical power, telephone and gas lines entering the building to avert certain conflict with hardscape and other site features.
- Traffic Signals, Illumination of Streets and Intersections: Reconstruction of Rialto Avenue frontage, including new signalized intersection at F-Street, has been problematic. As with unforeseen conditions and buried debris, Resident Engineer and field inspectors have spent and are spending more time than normally expected, daily coordinating with project designer and authorities having jurisdiction, including affected utility owners and the City Engineer, while also dispelling contractor-initiated Requests for Information (RFIs) that are spurious, intended to invert changes in conditions, and becoming incessant.

- Timeliness of End-User Changes and Potential Schedule Impact: Several potential changes recently noted by Omnitrans are concerning, in particular, added provisions for information technology (IT), variable message signs (VMS), ticket vending machines (TVMs), public address/paging (PA), telephone/data, cardkey door access control and camera surveillance. So far, nine RFCs approved by three CNs totaling \$78,000. As with any changed work to be incorporated with less than 4 months of contract time remaining, time is of essence and every change has the potential of impacting project's longest path of activities affecting time of completion. Contractor's previous Time Impact Analyses (TIAs) are unsubstantiated. Yet, along with contemplating these changes for incorporation, there is the risk of causing delay to scheduled completion, which a forthcoming TIA might well prove to be justified, costly.

PARSONS BRINCKERHOFF																	
PARSONS BRINCKERHOFF																	
CONSTRUCTION MANAGEMENT SERVICES																	
Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)	\$260.77	\$189.84	\$161.79	\$222.52	\$85.17	\$66.94	\$40.34	\$112.25	\$107.18	\$262.56	\$114.59	\$159.83					
Staff Classification	Project Principal	Project Manager	Resident Engineer	Rail Road Coordinator	Senior Office Engineer	Document Control	Office Administration	Senior Inspector	Inspector	Survey- Field	Project Accountant	Scheduler					
TOTAL FOR PROJECT	\$9,909	\$72,139	\$42,065	\$0	\$25,551	\$62,921	\$26,623	\$22,451	\$136,658	\$22,318	\$5,730	\$27,171	\$9,000	\$12,000	\$1,167	\$40,000	\$515,701
Month	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS					MONTH HOUR TOTAL
TOTAL HOURS PER EMPLOYEE	38	380	260	0	300	940	660	200	1275	85	50	170					4358

Attachment: C12178-2_Attachment B_Fee (1570 : Parsons Brinckerhoff Contract No C12178 Amendment



-
- 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: 9

Date: *January 15, 2015*

Subject:

Transit and Rail Fiscal Year 2014/2015 Department Budget Amendment

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board approve a budget amendment to the SANBAG Fiscal Year 2014/2015 Budget to increase Task No. 0310 Transit Operating by \$25,835 in Victor Valley Project Development and Traffic Management Systems funds and \$6,868 in North Desert Project Development and Traffic Management Systems funds for the Victor Valley Transit Authority Vanpool Program.

Background:

In accordance with Contract No. C13029, San Bernardino Associated Governments (SANBAG) agreed to pay Victor Valley Transit Authority (VVTA) a portion of the local match for their Federal Transit Administration (FTA) vanpool program grant. Staff is requesting an amendment to the SANBAG Fiscal Year (FY) 2014/2015 Budget to increase Task No. 0310 Transit Operating by \$25,835 in Victor Valley Project Development and Traffic Management Systems funds and \$6,868 in North Desert Project Development and Traffic Management Systems funds so that SANBAG can pay VVTA the final invoice amount on Contract No. C13029. The final invoice was expected in FY 2013/2014 but came in early FY 2014/2015. The proposed budget amendment does not increase the initial commitment that SANBAG provided to this project.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 adopted budget. Budget amendments have been requested in the recommendation.

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Analyst

Approved
 Commuter Rail & Transit Committee
 Date: January 15, 2015

Witnessed By:

Entity: CTC

Minute Action

AGENDA ITEM: 10

Date: *January 15, 2015*

Subject:

Fiscal Year 2014/2015 Section 5310 Funding Award

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

- A. Approve the Fiscal Year 2014/2015 Federal Transit Administration Section 5310 Program of Projects for San Bernardino County as identified in Attachment A.
- B. Adopt Resolution No. 14-031 certifying the projects awarded for funding meet the requirements of the Section 5310 requirements and are consistent with the Regional Transportation Plan.

Background:

The Federal Transit Administration (FTA) Section 5310 Grant Program (Section 5310 Program) was established in 1975 and has been administered in California by Caltrans since its inception. This program provides funds to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services. The Moving Ahead for Progress in the 21st Century Act (MAP-21) repealed the New Freedom Program (formerly FTA Section 5317) and merged it with the expanded Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. In addition, MAP-21 established formula funding to large urbanized areas (UZAs) as opposed to a state-wide call for projects.

On June 6, 2014, the final FTA Circular C9070.1G was published, incorporating eligible projects from the repealed New Freedom Program into the new Section 5310 Program. The vehicle projects and related equipment under the previous Section 5310 Program are now called Traditional 5310 Projects and comprise at least 55 percent of the available funding. The former New Freedom Program projects (such as projects that exceed the requirements of the Americans with Disabilities Act and mobility management) are now classified under Expanded 5310 Projects and comprise up to 45 percent of available funding.

As identified in the Memorandum of Understanding No. 15-1001089 approved by the SANBAG Board on November 5, 2014, Caltrans is the Designated Recipient for the Section 5310 Program in San Bernardino County and is responsible for executing Standard Agreements with the sub-recipients, monitoring, inspections, and implementation. San Bernardino Associated Governments (SANBAG), acting as the County Transportation Commission, is responsible for the pre-executed grant process including the call for projects.

On November 5, 2014, SANBAG issued a call for projects for the available Section 5310 Program funding. Eligible applicants include private non-profit organizations, public agencies

Entity: CTC

Commuter Rail & Transit Committee Agenda Item

January 15, 2015

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where no private non-profits are readily available to provide the proposed services, public agencies that have been approved by the State to coordinate services, and transit operators.

In Table 1.1 below, approximately \$2.1 million is available for programming this grant cycle.

Table 1.1 – San Bernardino County Urbanized Areas

SANBAG's Urbanized Areas				
Available Funding	Riverside - San Bernardino UZA	Los Angeles/Long Beach, Anaheim UZA	Victor Valley UZA	TOTAL FUNDS AVAILABLE FOR SAN BERNARDINO COUNTY
FY 2013	\$458,380	\$363,355	\$215,545	\$1,037,280
FY 2014	\$479,351	\$349,872	\$238,691	\$1,067,884
Two-Year Total Available Funding	\$937,731	\$713,197	\$454,236	\$2,105,164

This year SANBAG staff along with, AMMA Transit Planning, a consultant, and staff from Riverside County Transportation Commission (RCTC) scored each project and based on those scores recommend approval of the projects shown in Attachment A.

A total of 16 agencies located in San Bernardino County submitted grant applications requesting \$4,580,331 for 27 projects. This was \$2,474,536 more than funding available. Staff also received six applications for the rural component of FTA Section 5310, which are scored and awarded by Caltrans. Staff will be working with these applicants to increase their competitiveness prior to submission to Caltrans.

At this time, staff requests that the Committee recommend the Board, acting as the County Transportation Commission, approve the FTA Section 5310 San Bernardino County Program of Projects and adopt Resolution No. 14-031, certifying the projects awarded for funding are eligible and consistent with the Regional Transportation Plan.

Financial Impact:

There is no formal impact on the SANBAG budget. Administration of the FTA Section 5310 grant program is consistent with the approved SANBAG 2014/2015 Budget Task No. 0501.

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Analyst

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:

RESOLUTION NO. 14-031

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION
COMMISSION AWARDING FTA SECTION 5310 FUNDING FOR 2014-2015
PROGRAM YEAR**

WHEREAS, the local review committee of San Bernardino County (“Committee”) is charged with reviewing applications for Federal Transit Administration’s Section 5310 funding for transportation services to meet the needs of seniors and persons with disabilities for whom public transportation services are otherwise unavailable, insufficient or inappropriate; and

WHEREAS, the Committee has received Section 5310 funding requests for 27 projects from 16 agencies in San Bernardino County; and

WHEREAS, the Committee has scored each such request; and

WHEREAS, San Bernardino County Transportation Commission, adopted the scores and ranking of the applications as determined by the Committee; and

WHEREAS, the Section 5310 process, as interpreted in Federal Transit Administration Circular 9070.1G, Section IV, requires the County Transportation Commission to include in the Federal Transportation Improvement Program each project awarded Section 5310 funding and to certify by resolution that the evaluated projects are derived from a locally developed, coordinated public transit-human services transportation plan.

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Commission (“Commission”), the county regional transportation planning agency:

Section 1. The Commission makes the following findings:

- a. That the selected projects would address needs identified in the locally developed, coordinated public transit-human services transportation plan for San Bernardino County;
- b. That the process conducted to develop the funding award list complies with all applicable State, Federal and Southern California Association of Governments (acting as the metropolitan planning organization) regulations;
- c. That the applicants for this funding meet Section 5310 eligibility requirements; and
- d. That these projects are consistent with the Southern California Association of Governments Regional Transportation Plan and will be included in the Federal Transportation Improvement Program (FTIP).

Section 2. The San Bernardino County Fiscal Year 2014-2015 Section 5310 funding award list, attached as Attachment A, is hereby adopted

Section 3. Each of the projects awarded Section 5310 funding by Caltrans will be included in the Regional Transportation Improvement Program adopted for San Bernardino County.

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission at its regular meeting held February ____, 2015.

L. Dennis Michael, President

ATTEST:

Vicki Watson,
Clerk of the Board

**ATTACHMENT A
To Resolution 14-031**

Section 5310 Funding Award List

SB Valley West - TRADITIONAL

Agency	Score	Project	5310 Amount
OPARC	82	Service Expansion - Small Bus	\$ 60,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 97,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 90,533.00
YMCA - Rancho/Fontana	79	Service Expansion - Large Bus	\$ 73,000.00
YMCA - Ontario/Montclair	79	Service Expansion - Minivan	\$ 50,600.00
YMCA - Rancho/Fontana	73	Equipment - Mobile Radio	\$ 1,000.00
City of Montclair	71	Replacement - Large Bus	\$ 73,000.00
IVDARS	68	Service Expansion Vehicles	\$ -
Total Award			\$ 445,133.00

SB Valley West - EXPANDED

Agency	Score	Project	5310 Amount
VetLink	85	Mobility Management - VetLink	\$ 78,452.00
YMCA - Rancho/Fontana	85	Senior Transportation	\$ 32,861.00
OPARC	70	DD Program Transportation	\$ 60,600.00
PVW	69	DD Program Transportation	\$ 96,151.00
IVDARS	54	Operating	\$ -
Total Award			\$ 268,064.00

SB Valley East - TRADITIONAL

Agency	Score	Project	5310 Amount
OPARC	84	Service Expansion - Small Bus	\$ 60,000.00
OPARC	84	Service Expansion - Small Bus	\$ 60,000.00
OPARC	84	Service Expansion - Small Bus	\$ 60,000.00
City of Fontana	84	Service Expansion - Large Bus	\$ 73,000.00
City of Fontana	84	Service Expansion - Large Bus	\$ 73,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 97,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 97,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 55,689.00
City of Fontana	73	Equipment - Software	\$ 34,000.00
LLUMADHS	72	Small Bus	\$ -
IVDARS	69	Large Bus	\$ -
Total Award			\$ 609,689.00

SB Valley East - EXPANDED

Agency	Score	Project	5310 Amount
VetLink	85	Mobility Management - VetLink	\$ 193,258.80
OPARC	70	DD Program Transportation	\$ 61,798.00
IVDARS	54	Rehab Transportation	\$ 72,984.78
Fontana Rehab	35	Mobility Management/Operating	\$ -
Total Award			\$ 328,041.58

Victor Valley - TRADITIONAL

Agency	Score	Project	5310 Amount
VVTA	87.00	Replacement - Large Bus	\$ 194,000.00
VVTA - Travel Training	85.00	Travel Training	\$ 68,979.00
B.E.S.T	33.00	Buses	\$ -
Total Award			\$ 262,979.00

Victor Valley - EXPANDED

Agency	Score	Project	5310 Amount
Foothill AIDS	78.50	HIV/AIDS Transportation	\$ 74,620.00
VVTA - TRIP	77.00	Fixed Route Travel Training	\$ 35,895.00
VVCSC	75.75	Senior Transportation	\$ 80,742.00
Orenda - High Desert	38.00	Veterans Program	\$ -
Total Award			\$ 191,257.00

Attachment: Attachment A SANBAG Award for FY13 & FY14 Funding (1510 : Section 5310 Awarded Projects)

Minute Action

AGENDA ITEM: 11

Date: *January 15, 2015*

Subject:

Transportation Development Act Triennial Performance Audits for Fiscal Years 2012/2013/2014

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. 15-1001098 with PMC for the Fiscal Year 2012 – 2014 Transportation Development Act Triennial Performance Audits in an amount not-to-exceed \$124,369.

Background:

On October 27, 2014, the SANBAG Executive Director authorized the advertisement of Request for Proposals (RFP) 15-1001098 for Professional Services for the Fiscal Year (FY) 2012-2014 Transportation Development Act (TDA) Triennial Performance Audits in accordance with SANBAG Contracting Procurement Policy 11000, Section VII.B.1. The scope of work for the RFP as described in Exhibit A included conducting the FY 2012-2014 TDA Triennial Performance Audits of the San Bernardino County Transportation Commission and the following transit operators/claimants: Cities of Barstow and Needles for their transit services, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority.

On October 27, 2014, RFP 15-1001098 was released and published on SANBAG's website. Approximately 48 firms were notified of the RFP. On November 15, 2014, five proposals were received: Conrad, Macias Gini & O'Connell LLP, Moore & Associates, Pharos Consulting Group and PMC.

An evaluation committee consisting of four representatives from SANBAG evaluated the proposals based on the following evaluation criteria:

- Qualifications of the Firm
- Staffing and Project Organization
- Work Plan

The evaluation criteria are consistent with other similar procurements. For the proposal, the work plan and the proposed staffing had the same weight and importance. The RFP identified that overall scoring would weigh the interview and the technical proposal as 60% and 40%, respectively.

Entity: CTC

Commuter Rail & Transit Committee Agenda Item

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On December 9, 2014, the evaluation committee reviewed all proposals based on the evaluation criteria. Scores for two of the firms were substantially higher than the scores of the remaining three firms. As a result, the evaluation committee interviewed the two firms most technically qualified; Moore & Associates and PMC.

Interviews were held on December 17, 2014. The selection panel agreed on recommending PMC to conduct the FY 2012-2014 TDA Triennial Performance Audits. The selection panel was impressed with the PMC team who demonstrated distinctive detailed knowledge of TDA and transit in San Bernardino County. PMC identified project challenges and provided solutions from a perspective and approach that was knowledgeable and comprehensive, with an emphasis on cooperation. Staff is requesting approval to award the FY 2012-2014 Triennial Performance Audits contract to PMC not-to-exceed the amount of \$124,369, to be funded with Local Transportation Fund (LTF) Administration funds.

Financial Impact:

This item is consistent with the Fiscal Year 2014/2015 SANBAG approved budget. The contract is to be funded with LTF Administration funds, which are allocated off the top of the LTF apportionment for the purpose of administering the LTF.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement were reviewed by SANBAG General Counsel.

Responsible Staff:

Carrie Schindler, Chief of Fund Administration and Programming

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:

CONTRACT SUMMARY SHEET

Contract No. 15-1001098 Amendment No. _____

By and Between

PMC _____ and San Bernardino County Transportation Commission _____

Contract Description FY 2012-2014 Transportation Development Act Triennial Performance Audits

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Approve contract with consultant to conduct the FY 2012-2014 TDA Triennial Performance Audits of SANBAG and the six transit operators that receive TDA funding.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	124,369	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	124,369	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 124,369

Contract Start Date February 25, 2015	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0502</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? LTF Admin				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input checked="" type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: LTF Admin				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

EXHIBIT A – SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK

The Consultant will be required to perform the following tasks as part of the performance audits for SANBAG, referred to herein as the “Commission”, and each of six transit providers, referred to herein individually as “Operator” or collectively as the “Operators”:

1. Commission Audit

a. Determine Compliance with Legal and Regulatory Requirements

The Consultant will be required to review and determine the Commission’s compliance with the Transportation Development Act (TDA) and related sections of the California Administrative Code. The specific Code Sections for which compliance is to be verified are those specified within the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities”, which can be found at <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/PAGBookFinalPub.pdf>. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-up on Prior Performance Audit Recommendations

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

- A. No longer applicable;
- B. Infeasible;
- C. Should still be implemented; or
- D. Underway

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

c. Review Commission Functions

The Consultant will review each of the Commission’s TDA-related functions, consistent with the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities”. The functional review is expected to include

interviews with the Commission management staff and governing board as well as with Operators under the Commission’s jurisdiction. Supplemental interview with other regional agencies and state or federal agencies may be appropriate to gather more detailed information about areas of concern. Concerns over inefficient or ineffective Commission performance may be raised by:

1. Commission and Operator interviews concerning Commission’s functions;
2. Documents, such as the regional transportation plan, and adopted policies and procedures for evaluating TDA Claims;
3. Follow up of prior performance audits; and
4. Review of Commission’s compliance with statutory and regulatory requirements.

2. Transit Operator Audits

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

a. Determine Compliance with the Legal and Regulatory Requirements

The Consultant will be required to review and determine each Operator’s compliance with the TDA and related sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified with the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Agencies”, published by the California Department of Transportation. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-Up on Prior Performance Audit Recommendations

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

- A. No longer applicable;
- B. Infeasible;
- C. Should still be implemented; or
- D. Underway

If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

c. Verify Performance Indicators

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

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

d. Review Operator Functions

The Consultant will review each operational function, consistent with the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities". The functional review is expected to include interviews with the Operator's management, staff, and governing board, as well as with selected Commission staff. Concerns over inefficient or ineffective Operator performance may be raised by:

1. Operator and Commission interviews concerning Operator functions;
2. Documents, such as user surveys or Short Range Transit Plans;
3. Review and analysis of TDA-required performance indicators;
4. Follow-up of prior performance audits; and
5. Review of Operator compliance with statutory and regulatory requirements

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

Audit Deliverables

Upon completion of the above steps, the Consultant will prepare a management letter for each Operator including the Commission:

1. Findings regarding performance compared with goals and objectives
2. Findings regarding implementation of prior performance audit recommendations
3. Verification of at a minimum, the five TDA indicators
4. Verifications that the public transit Operator is not precluded by its labor agreement from employing part time operators or contracting with common carriers.
5. Recommendations, including estimated costs and benefits, for improving performance.

Such recommendations may include where further analysis is indicated from among the following functional areas:

- Governing body role
- Management and organization
- Transportation/Operations
- Maintenance
- Service Planning
- Budgeting and financial planning
- Management reporting
- Grants Management
- Purchasing
- Marketing and public relations
- Personnel Management
- Risk Analysis, claims and insurance
- Contract Operations

The Consultant will provide the Commission with one bound copy and one unbound copy and each Operator one bound copy of the draft management letter. After review, the Consultant will provide to the Commission six hard copies and 1 electronic copy of each report.

Consultant will be requested to make a presentation to each Operator's governing body, to the SANBAG Commuter Rail and Transit Committee and possibly to the full SANBAG Board.

Schedule:

October 27, 2014	SANBAG Releases Requests for Proposals
February 4, 2015	SANBAG selects consultant
May 2, 2015	Draft management letters submitted
May 21, 2015	Final Management letters
June 3, 2015	Presentation to Omnitrans Board
June 1 or 15, 2015	Presentation to Barstow City Council
June TBD, 2015	Presentation to Needles City Council
June 11, 2015	Presentation to SANBAG Commuter Rail and Transit Committee
June 15, 2015	Presentation to Victor Valley Transit Authority Board
June 15, 2015	Presentation to Mountain Area Regional Transit Authority Board
June 25, 2015	Presentation to Morongo Basin Transit Authority Board
July 10, 2015	Presentation to SANBAG Board (all audits)

**Summary of Operations, Recent Achievements and Current Concerns
San Bernardino County Transit Operator Performance Audit Fiscal Years 2012-2014**

1. City of Barstow, for their transit services

Under a Memorandum Of Understanding (MOU) with the County of San Bernardino, the City of Barstow administers the contracts for three transit systems – Barstow Area Transit, Big River Transit and Trona Transit Systems. Barstow Area Transit consists of five fixed routes along with demand response service for seniors and persons with disabilities; fixed route service is also offered in the adjacent unincorporated areas. Operations and maintenance is provided by a contract operator, MV Transportation. Big River Transit and Trona Transit provide volunteer transit services for seniors and persons with disabilities. During FY 2014 the City of Barstow’s transit services transported 238,586 passengers while providing 34,415 revenue service hours. Total operating expenses were \$2,180,872 while passenger revenue was \$200,114.

2. City of Needles, for their transit services

Needles Area Transit is a route deviation service that operates within the incorporated city and is operated through a private contractor, McDonald Transit. The city also contracts for demand response system for seniors and persons with disabilities through the Needles Senior Center. In addition Needles provides limited service to Bullhead City for medical appointments. During FY 2014 Needles Area Transit carried 35,706 passengers while operating 4,429 revenue service hours. Operating expenses totaled \$311,038 while passenger fares were \$37,706.

3. Morongo Basin Transit Authority (MBTA)

MBTA was formed as a Joint Powers Authority (JPA) between the Town of Yucca Valley, City of Twentynine Palms and the County of San Bernardino. MBTA operates deviated fixed route and general public demand response as well as intercity service into the Palm Springs area. During FY 2014 MBTA carried 366,700 passengers while providing 33,343 revenue service hours. Operating expenses totaled \$2,249,874 and passenger fares equaled \$358,445.

4. Mountain Area Regional Transit Authority (MARTA)

MARTA was formed as a JPA between the City of Big Bear Lake and the County of San Bernardino. MARTA operates a fixed route system in the Big Bear area and the Crestline area and a general dial a ride as well as intercity service from Big Bear Lake, Lake Arrowhead and Crestline into the City of San Bernardino. During FY 2014 this operation carried 156,501 passengers while providing 31,646 revenue service hours. Operating expenses totaled \$2,346,021 while passenger fares were \$313,486.

5. Omnitrans

Omnitrans is a JPA between 16 cities and the County of San Bernardino. Omnitrans directly operates fixed route service in the San Bernardino Valley and contracts with First Transit to provide ADA complementary paratransit service for seniors and persons with disabilities. During 2014 Omnitrans carried 15,689,294 passengers while providing 799,838 revenue service hours. Operating expenses totaled \$64,651,147 while passenger fares totaled \$14,772,716.

6. Victor Valley Transit Authority (VVTA)

VVTA is a JPA between the Cities of Adelanto, Hesperia, and Victorville, the Town of Apple Valley and the County of San Bernardino. VVTA administration is in-house while operations and maintenance is contracted services through Transdev. VVTA operates both fixed route and general public deviated services as well as dial a ride service for seniors and persons with disabilities and recently started operating limited intercity services from Barstow to Victorville three days per week. During 2014 VVTA carried 2,365,587 passengers while providing 254,749 revenue service hours. Operating expenses totaled \$14,186,570 while passenger fares totaled \$2,604,973.

Minute Action

AGENDA ITEM: 12

Date: *January 15, 2015*

Subject:

Valley Transportation Services, Inc./Omnitrans Efficiencies

Recommendation:

That the Commuter Rail and Transit Committee receive a presentation on the examination of opportunities for operational efficiencies between Valley Transportation Services, Inc. and Omnitrans.

Background:

At the conclusion of the August 2014 Commuter Rail and Transit Committee (CRTC), staff was asked to present an item at the next CRTC meeting to discuss the potential consolidation of Valley Transportation Services Inc. (VTrans), with Omnitrans. At the October 2014 CRTC meeting, staff presented the history of the designation of VTrans as the Consolidated Transportation Services Agency (CTSA), the terms of the contract between SANBAG and VTrans concerning that designation, and a brief discussion of the various successful CTSA models throughout the State. At the meeting, the Committee heard testimony of VTrans Board members and community partners concerning the unique nature and the quality of the services that VTrans provides. The Committee recognized that VTrans is successful in fulfilling the mission of the CTSA, and while it may not be necessary to change the organizational structure of VTrans or Omnitrans, there is value in looking for potential efficiencies that can be achieved through coordination and shared resources between the agencies.

It was noted at the meeting that SANBAG and the transit agencies are currently conducting the SANBAG County-Wide Transit Efficiency Study (Efficiency Study) that is scheduled to be complete mid-2015. The committee requested that SANBAG staff work with the executive management of VTrans and Omnitrans in advance of the completion of this study to ensure that the agencies are coordinating to share resources where possible. It is important to note that although there was some discussion at the meeting about consolidation of the two agencies by either VTrans moving into Omnitrans or VTrans taking over Access services from Omnitrans, consolidation of agencies was explicitly excluded from the scope of the Efficiency Study. Additionally, it was not explored by staff in preparation of this discussion as that would be a much larger effort than staff would be capable of performing in the short term and without the assistance of consultant services.

The VTrans budget is comprised of operations, maintenance, and several grant-funded programs as shown in Figure 1. Figure 2 shows the VTrans budget summarized by category of expenditure. Note that the capital program is mainly comprised of the cost of completion of the maintenance facility and would not be expected to remain a large portion of future budgets.

Entity: CTA, CTC

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Figure 1. VTrans Fiscal Year 2014/2015 Budget by Program

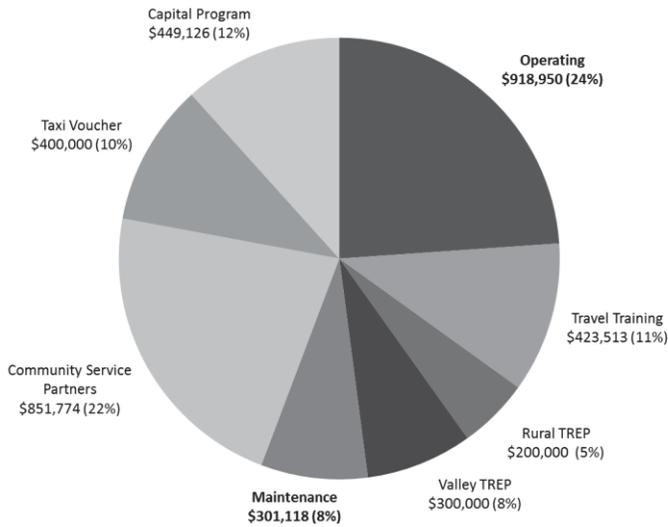
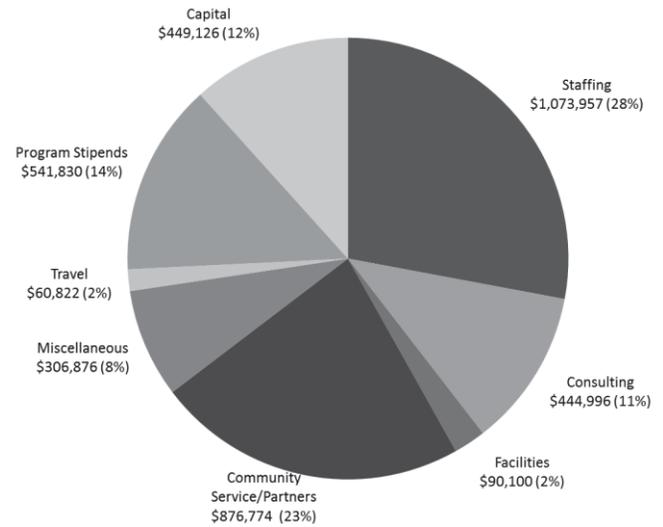


Figure 2. VTrans Fiscal Year 2014/2015 Budget by Category



Staff determined that the Operating and Maintenance budgets provide the most potential for shared efficiencies and met with representatives of VTrans and Omnitrans on October 27, 2014, and November 5, 2014, to discuss potential areas of focus. The detailed budgets are included in Attachment A.

As is indicated in bold in Attachment A, areas identified with potential for overlapping cost savings between the two agencies are facility costs and contracted services. Specifically, Omnitrans and VTrans looked at their respective costs for IT support, marketing, legal and financial services, and facility costs. The results as itemized by VTrans and Omnitrans are included in Attachment B. Based on a comparison of the VTrans and Omnitrans hourly rates and VTrans' actuals provided for Fiscal Year 2013/2014, the maximum savings that could have been achieved by sharing IT support, marketing, legal, and administrative facility costs in Fiscal Year 2013/2014 would have been \$67,684, which is about 2% of the VTrans budget in Fiscal Year 2013/2014 and assumes VTrans would have been housed in Omnitrans' offices free of charge, which is the greatest potential for cost savings at \$50,700 per year under VTrans' current lease. While Omnitrans has indicated there would be sufficient office space for VTrans to co-locate in the Omnitrans office, this space would not be available until August 2015. Additionally, it was determined that the Omnitrans maintenance facility locations and service expertise did not fit the needs of the partners VTrans will be serving with their facility. In short, while there can be cost savings achieved through some shared services, there is very little overlap in the positions or services between Omnitrans and VTrans, and the potential for annual savings is relatively minimal. However, this amount is similar to the annual contribution VTrans provides to each of their partners, and considering all operations savings realized by VTrans remain dedicated to the CTSA per the Measure I Ordinance, over time this does become substantial savings that could be reinvested into the CTSA-sponsored programs.

Although any savings potential is important to explore, short of a larger analysis of consolidation of the two agencies, it seems the greatest potential for savings to the entire system lies, at minimum, in the partnership opportunities between VTrans and Omnitrans. As was discussed at the October CRTC meeting, Omnitrans is required by Federal law to provide complementary paratransit services for transporting persons with disabilities who are ADA certified, which is

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provided through Omnitrans' Access service. These trips are the most expensive trips to provide and can cost more than four times the cost of a trip on fixed-route service. VTrans existing travel training program can help to divert trips from this service by training riders who are able to use the fixed route service. Additionally VTrans, in partnership with Omnitrans, is exploring the use of an in-person ADA eligibility assessment for certifying riders as eligible for Access. Omnitrans currently uses a paper review process that does not enable the reviewer to assess the actual abilities of the rider or to recommend alternate modes of travel depending on the nature of the trips the rider expects to take. Under this proposed program, Omnitrans would contract with VTrans to provide the assessment and certification services, which will allow for close coordination with VTrans' travel training program.

Attachment C is an example of the type of data currently being collected and generated by VTrans regarding the cost avoidance of the travel training program. As is shown for the period of August 2012-May 2014, VTrans shows a diversion of 80 riders that were either current or potential Access riders, which, per Vtrans methodology for conversion to annual trips, is equivalent to about 9% of the current annual trips on Access and calculated as an annual savings to Access of over \$600,000. Over this same period Omnitrans saw an increase of 6% in the number of annual trips on Access, and while they have not seen a savings to the Access budget, which is about \$10 million per year, the budget is somewhat stable over the same period. However, there isn't currently a mechanism to know whether the riders that were trained would have caused this 6% growth in Access trips to be higher had they not been trained, or if they are comingled in this 6% and returning to Access services. In development of the in-person ADA eligibility and the travel training programs it is important for VTrans and Omnitrans to determine an agreed upon method for measuring the effectiveness of these programs, possibly as measured in savings to Access, and performance goals that will benefit the system.

As methods are developed to evaluate the performance of VTrans and the various VTrans-supported programs, it is important to note the unique nature of the service that VTrans and the VTrans community service partners provide. In most cases, the community service agencies are providing trips between home and a specified location on a schedule with little variation from day to day. On the other hand, Omnitrans is required to provide service to many different individuals each day to many different destinations throughout the valley. In transit there is emphasis placed on performance indicators such as passengers per hour, cost per revenue hour, and cost per trip. The productivity measure of passengers per hour is going to be much higher for a service partner vehicle picking up six passengers to go to a day program than it will be for an Access vehicle picking up six passengers to go to six different locations, not necessarily because one service is more capable than the other, but because one service is providing a different trip purpose than the other. The same goes for the cost measures: the cost factors for Omnitrans will be higher, primarily because of the difference in the scale of the program Omnitrans administers. However, it is also important to note that Omnitrans, through its federally-approved cost allocation plan, is required to expense all of its indirect costs to all of its transportation programs, whereas service partners may have the option of whether they recognize all transportation costs in the transportation program or share those costs with other programs they administer. Therefore, while it is important to know the results of these performance measures for the community programs to which VTrans is providing financial support to measure the relative effectiveness over time, it is not appropriate to compare the results of the performance measures of these programs to those of Access because they are providing very different services.

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SANBAG's current funding agreement with VTrans is in effect until June 30, 2018, unless terminated per the terms of the agreement. VTrans is required to provide an updated five-year business plan to SANBAG by May 1, 2015, for review and approval by the SANBAG Board by July 2015. While VTrans has historically not used their entire Measure I annual apportionment and had accumulated a reserve of over \$5 million by the end of Fiscal Year 2013/2014, the Fiscal Year 2014/2015 budget begins to draw on those reserves. Staff would expect the update to the business plan to address the long-term sustainability of the programs that have been established, particularly in light of the elimination of the federal funding programs used to fund a portion of these programs, and the staffing needs for the projected growth of these programs, as well as a discussion of VTrans plans to expand their participation with East Valley partners, as most of their focus appears to be with partners in the West Valley. Additionally, while it has been noted that there is an advantage to the current model designating a non-profit agency as the CTSA rather than Omnitrans in that union issues and public benefit packages can become more expensive to administer, staff retention requires competitive compensation packages. Consideration should also be given to whether a growth in compensation packages will be required over time to be able to retain qualified staff in this specialized field.

SANBAG staff will proceed with development of information or initiation of a more intensive analysis of possible organizational structures as necessary and as directed by the CRTC.

Financial Impact:

This item has no impact on the Fiscal Year 2014/2015 Budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Commuter Rail & Transit Committee
Date: January 15, 2015

Witnessed By:

Attachment A - VTrans Fiscal Year 2014/2015 Budget

	Operating	Maintenance	Travel Training	Rural TREP	Valley TREP	TAXI	Partners	Total
Income								
407002 · Maintenance Service Revenue	-	187,200						187,200
407003 · Maintenance Parts Revenue	-	30,000						30,000
* 409002 · Measure I OP Revenue	908,950	83,918					851,774	1,844,642
* 409003 · Measure I Capital Revenue	10,000	439,126						449,126
409007 · JARC - Operating Revenue			211,968		30,000	100,000		341,968
409008 · New Freedom Operating Revenue			127,181	200,000	120,000			447,181
* 409200 · VTrans Match - Measure I			84,364		150,000	300,000		534,364
414001 · Interest Income	10,000	-	-	-	-	-	-	10,000
Total Income	928,950	740,244	423,513	200,000	300,000	400,000	851,774	3,844,481
Expense								
501001 · Payroll	223,700	118,100	245,492	75,920	75,728	57,798		796,738
502001 · Payroll Taxes - Employer	18,600	9,802	101,573		44,144	28,180		202,299
502002 · Workers Comp	2,700	11,220						13,920
502003 · Medical Expense	18,000	12,000						30,000
502005 · Employer Pension Costs	23,000	2,000						25,000
502007 · Employee Benefit- Insurance	6,000							6,000
503001 · Professional Services								
5030011 · Accounting Services	50,000	2,000	-					52,000
5030012 · Consulting Services	300,000	1,000	15,914					316,914
5030013 · Legal Services	50,000	2,000	3,183					55,183
5030015 · Marketing Services	10,000	2,000	-	2,500	2,400	4,000		20,900
Total 503001 · Professional Services	410,000	7,000	19,096	2,500	2,400	4,000		444,996
503002 · Payroll Processing Services	6,500							6,500
503003 · Bank Charges					2,000	10,000		12,000
503005 · Facility								
5030051 · Facility Rent	42,000	38,400		2,400	2,400	1,500		86,700
5030052 · Facility Repair	2,000							2,000
5030053 · Facility - Alarm	400	1,000						1,400
Total 503005 · Facility	44,400	39,400		2,400	2,400	1,500		90,100
503006 · Community Service								
5030621 · Scholarships	25,000							25,000
Total 503006 · Community Service	25,000							25,000
503031 - Loma Linda							-	-
503064 - Pomona Valley Workshop							50,766	50,766
503066 - Central City Lutheran							65,696	65,696
503068 - Community Senior Services							50,000	50,000
503626 - OPARC							79,967	79,967
503630 - 211 Mobility Manager							30,345	30,345
503632 - Senior Programs (Capital 20% Match)							75,000	75,000
503632 - Senior Programs (Operating Grants)							300,000	300,000
TBD - New Partner Funding							200,000	200,000
504006 · Cost of Goods Parts		25,000						25,000
504008 · Office Supplies	5,000	1,800	7,638	1,800				16,238
504009 · Postage	1,000	250			2,400	10,000		13,650
504010 · Duplicating				2,000				2,000
505001 · Telephone	7,000	5,000	15,914	1,200	1,200	2,400		32,714
505002 · Utilities		12,000						12,000
506001 · Insurance Premiums	10,000	12,000						22,000
506021 · Computer Supp, Serv. & Software	15,000	6,500	6,365	1,000				28,865
506052 · Minor Equip & Office Furniture	2,000	21,046	2,652		5,000	5,000		35,698
507001 · Tax/License/Dues/Permits	250							250
509001 · Travel								
5090011 · Board Travel	15,000							15,000
5090012 · Staff Travel	9,000	2,400		3,900				15,300
5090013 · Employee Mileage Reimburse	2,500	1,200	14,322	8,000	2,500	2,000		30,522
Total 509001 · Travel	26,500	3,600	14,322	11,900	2,500	2,000		60,822
509002 · Professional Development	7,500	2,400	3,183					13,083
509005 · Dues & Memberships	5,000	1,500						6,500
509008 · Mileage Reimburse Stipend				100,480	162,228	279,122		541,830
511001 · Interest Expense	300							300
512002 · Equipment Rental	1,500							1,500
513002 · Depreciation-Non Grant Equip	10,000							10,000
514001 · Miscellaneous	50,000	500	7,278	800				58,578
69800 · Operating Contingency		10,000						10,000
69900 · Cap Assets-Temp Holding Acct	10,000	222,027						232,027
69901 · Construction-Temp Holding Acct	-	217,099	-	-	-	-	-	217,099
Total Expense	928,950	740,244	423,513	200,000	300,000	400,000	851,774	3,844,481
Net Income	-	-	-	-	-	-	-	-

Attachment: Attachment A - VTrans Budget (1515 : VTrans/Omnitrans Efficiencies)

* Total Measure I Budgeted = \$2,828,132
Estimated Measure I Fiscal Year 2014/2015 Revenue = \$2,204,109
Measure I Reserves to Balance = \$624,023



MEMO

TO: Ray Wolfe, SANBAG Executive Director

CC: VTrans Board of Directors; Scott Graham; Mitch Alderman; Andrea Zureick

FROM: Beth Kranda, VTrans CEO

DATE: November 4, 2014

RE: *VTrans/Omnitrans Efficiencies*

During our meeting last week, SANBAG proposed that VTrans and Omnitrans should consider the efficiencies that could potentially be achieved by obtaining certain services, including legal and accounting, from Omnitrans. Since that meeting, Scott and I have met and discussed this notion several times. We have worked collaboratively to develop the analysis below.

ANALYSIS

	VTrans Hourly Rate	VTrans FY 13/14 Actuals	Omnitrans Rate
IT Support	\$100/hour	\$8,000	\$50/hour
Marketing	\$125/hour	\$16,000	\$35/hour
Legal	\$205/hour	\$20,000	\$190/\$260/\$225
Accounting	\$125/hour	\$50,600	NA
Rent	\$1.40/square foot	\$40,000	\$12.49/square foot

IT Support – VTrans’ need for IT support is minimal.

Marketing – Omnitrans proposes the services of a “specialist” position which is equivalent to a clerk. VTrans engages the services of highly experienced marketing professional. Usage of a marketing professional is sporadic throughout the year and is project specific.

Valley Transportation Services, Inc.

299 W. Foothill Boulevard, Suite 202 • Upland, CA 91786 • T: 909.981.5099 • www.vtrans.us.com



Legal – VTrans contracts with a firm who specializes in representing Consolidated Transportation Services Agencies. Not many firms understand this concept. VTrans’ attorney fees are less expensive than Omnitrans’ contracted attorney. Additionally, County Counsel is typically not available to nonprofit entities and due to multiple contracts between VTrans and Omnitrans, conflict of interest is a concern.

Accounting – Omnitrans has indicated that this would be cost prohibitive. VTrans secures the services of a CPA who manages our QuickBooks financial data. Payroll is processed by VTrans staff.

Rent – VTrans’ rate is extremely competitive. Our lease, which does not expire until October 31, 2018, is all-inclusive. All cleaning and bathroom supplies as well as daily cleaning of all office space, equipment and desks are included in the rate. VTrans occupies over 2,570 square feet and is currently at full capacity.

Maintenance – Omnitrans does not currently have the capability to offer maintenance services to community transportation vehicles. VTrans’ maintenance facility provides services to nonprofit fleets and other CTSA customers as required. VTrans’ site selection for the facility was designed to be in close proximity to our largest partners for the ease and convenience for our customers maintenance needs.

Partnership opportunities

In-Person ADA Assessment

VTrans and Omnitrans are actively working together to explore various models for an In-Person ADA Assessment project to curb the growth of the costly ADA service, as already identified in the Efficiencies Study.

Taxi Voucher Program

VTrans has launched a taxi voucher program and is working with Omnitrans to establish a referral process where Omnitrans would refer the more difficult to serve ADA trips (in terms of location, time, etc.) to VTrans. This program will also help to alleviate demand on ADA.

**Used Vehicles**

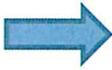
Omnitrans has donated used vehicles that have exceeded the useful life standards to VTrans for rehabilitation and use as backup or replacement vehicles for nonprofits who are utilizing VTrans' repair shop.

Omnitrans' ADA Fleet

VTrans is currently a vendor to Omnitrans' contracted ADA provider, First Transit. First Transit has engaged our maintenance services in the past to help troubleshoot problems with the cutaway vehicle. Omnitrans and VTrans should enter into a MOU for VTrans to provide backup assistance when needed.

Valley Transportation Services Travel Training Summary

August 1, 2012 - June 1, 2014

# of Individuals Completed Travel Training	134		# of Individuals Completed Travel Training (Current Access Riders)	31
# of Individuals Not Suited for Fixed-Route	7		Total	31
# of Individuals Incomplete Travel Training	17		# of Individuals Completed Travel Training - Referred by Disability Related Agency (non-Access Riders)	
# of Individuals Completed Group Training	30		Department of Rehabilitation	8
Total	188		Inland Regional Center	28
			Chaffey Learning Development	6
			Other	7
			Total	49

Cost Avoidance Summary

Monthly Deferred Paratransit Trips (Access Riders) 40 one-way trips X 31 Travel Trainees	1,240		Total Yearly Paratransit Trips	38,400	\$25.71*	\$987,264
Monthly Avoided Paratransit Trips (Non-Access PWD Fixed-Route Riders) 40 one-way trips X 49 Travel Trainees	1,960		Total Yearly Fixed-Route Trips	38,400	\$3.48*	(\$133,632)
Total Monthly Trips	3,200		Total Cost Avoidance		<u>\$853,632</u>	
Total Yearly Trips	38,400		* Costs from Omnitrans' April 2014 Agency Management Report			

VTrans Travel Training Operating Costs

Travel Training for 31 Deferred Current Access Riders @ \$2,343	\$72,633
Travel Training for 49 Avoided Non-Access PWD Fixed-Route Riders @ \$2,343	\$114,807
Total Operating Costs for 80 Travel Trainees	<u>\$187,440</u>

PWD - Persons with Disabilities

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Patrick Morris City of San Bernardino	X	X	X	X		X		X		X	X	
Paul Eaton City of Montclair	X	X		X		X		X		X	X	
James Ramos County of San Bernardino	X	X	X	X		X		X				
Peter Aguilar City of Redlands	X	X		X		X		X		X		
Bill Jahn City of Big Bear Lake	X	X	X	X				X		X	X	
Mike Leonard City of Hesperia	X	X	X	X		X				X		
Larry McCallon City of Highland	X	X	X	X				X		X	X	
L. Dennis Michael City of Rancho Cucamonga	X		X	X		X		X		X		
Ray Musser City of Upland	X	X	X			X		X		X	X	
Richard Riddell City of Yucaipa	X	X	X	X		X		X				
Alan Wapner City of Ontario	X		X	X				X		X	X	
Deborah Robertson City of Rialto	X	X	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.

Communication: Attendance (Additional Information)

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.

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. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd 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. 3rd Street, 2nd Floor, San Bernardino and our website: 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

Attendance - The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.

- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

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

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/she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is 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 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.

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 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

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