

AGENDA

Commuter Rail & Transit Committee Meeting

March 10, 2016

9:00 AM

Location

SANBAG

First Floor Lobby

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

Commuter Rail & Transit Committee Membership

Chair

Supervisor James RAMOS (SCRRRA Alternate)
County of San Bernardino

Mayor L. Dennis Michael
City of Rancho Cucamonga

Vice Chair

Mayor Pro Tem Bill Jahn (Mtn/Desert Board Member)
City of Big Bear Lake

Mayor Pro Tem Jon Harrison
City of Redlands

Vacant

*(Mountain/Desert Board Member who also serves on the Board of a
Mountain/Desert transit agency)*

Mayor Deborah Robertson
City of Rialto

Mayor Larry McCallon (SCRRRA Primary)
City of Highland

Mayor Ray Musser
City of Upland

Mayor Paul Eaton (SCRRRA Primary)
City of Montclair

Council Member Richard Riddell
City of Yucaipa

Council Member Alan Wapner (SCRRRA Alternate)
City of Ontario

**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

**March 10, 2016
9:00 AM**

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

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

CALL TO ORDER

(Meeting Chaired by James Ramos)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

This item is prepared monthly for review by 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.

Consent - Transit/Rail

2. Construction Contract Change Orders to on-going SANBAG Construction Contract with Shimmick Construction Company, Inc.

Receive and File Change Orders.

Presenter: Carrie Schindler

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

3. Second Quarter of Fiscal Year 2016 Right-of-Way Grants of Use Report

That the Commuter Rail and Transit Committee receive second quarter (October, November, December) Right-of-Way Grants of Use Report.

Presenter: Monica Morales

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

DISCUSSION ITEMS

Discussion - Administrative Matters

4. SANBAG Fiscal Year 2016/2017 Budget - Commuter Rail and Transit Task Review

That the Commuter Rail and Transit Committee review and provide direction relative to proposed tasks to be included in the Fiscal Year 2016/2017 Budget.

Presenter: Carrie Schindler

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

Discussion - Transit/Rail

5. Commuter Rail & Transit Committee Name Change to Transit Committee

That the Commuter Rail and Transit Committee recommend the Board:

A. Approve renaming the Commuter Rail and Transit Committee to the Transit Committee.

B. Authorize staff to make necessary changes to all policies and procedures necessitated by a change to the committee name.

Presenter: Carrie Schindler

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

6. Allocation for Zanja Bridge

That the Commuter Rail and Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority, allocate \$223,150 of Rail Asset Funds for the retrofit of the Zanja Bridge.

Presenter: Carrie Schindler

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

7. Use of Valley Local Transportation Funds for Right-of-Way Management & Maintenance

That the Commuter Rail and Transit Committee recommend the Board:

A. Approve the use of Valley Local Transportation Funds as the primary source of funding for management and maintenance of SANBAG owned railroad right-of-way in lieu of Rail Asset Funds.

B. Approve a Rail Asset Reserve Fund in the amount of \$2,000,000 for unforeseen costs associated with SANBAG owned railroad right-of-way and the San Bernardino Santa Fe Depot that are ineligible for other Transit Program funds.

Presenter: Carrie Schindler

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

8. SANBAG-owned Properties Adjacent to the Upland Metrolink Station

That the Commuter Rail and Transit Committee recommend the Board:

A. Receive and file the final Upland Land Use Constraints Analysis.

B. Authorize the Executive Director, or designee to develop and enter into an agreement with County of San Bernardino Real Estate Services Department (“RSD”) to provide Real Property Disposition Services, in an estimated amount of \$15,000, for the sale of two SANBAG-owned properties adjacent to the Upland Metrolink Station; and direct the properties to be sold through public disposition procedures.

C. Authorize the termination of the current “Lease of Land” Agreement for the property located at 201-299 East Stowell Street, in Upland, California (Parcel No. 1046-605-01) at such a time that SANBAG staff deems appropriate.

D. Adopt a resolution declaring the subject properties to be surplus and/or setting forth the procedures for a proposed sale as developed by staff in consultation with the RSD and as approved by SANBAG General Counsel.

E. Allocate the revenue generated from the sale of the properties toward additional parking for the Upland Metrolink Station and direct staff to work with the City of Upland on an agreement, which is approved prior to the sale of the properties that the additional parking will be on City owned land in the vicinity of the station.

Presenter: Carrie Schindler

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

9. Amendment 4 to Contract No. C11207 with Nossaman, LLP for Downtown San Bernardino Passenger Rail Project

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

A. Approve Amendment No. 4 to Contract No. C11207 with Nossaman, LLP for additional right-of-way legal services on the Downtown San Bernardino Passenger Rail Project, increasing the contract amount by \$700,000, to be funded by Local Transportation Funds, for an amended not-to-exceed amount of \$3,700,000, and extend the contract term through December 31, 2017.

B. Approve Fiscal Year 2015/2016 budget amendment to increase Task No. 0323-Downtown San Bernardino Passenger Rail Project in the amount of \$250,000 to be funded by Local Transportation Funds.

Presenter: Carrie Schindler

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

10. Cooperative Agreement with the University of Redlands for Betterments to the Redlands Passenger Rail Project - University Station

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

A. Approve and authorize the Executive Director or his designee to negotiate the final form of and execute a Cooperative Agreement, Contract No. 16-1001469 with the University of Redlands, for the design and construction of betterments to the Redlands Passenger Rail Project University Station, for an amount still being negotiated, but currently estimated at \$1,148,000 as approved by SANBAG legal counsel.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0324 Redland Passenger Rail Project in the amount of \$50,000 in accordance with the final negotiated value of Contract No. 16-1001469 in reimbursable Redlands Passenger Rail Project Funds from the University of Redlands.

Presenter: Justin Fornelli

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

11. Cooperative Agreement with Esri for the Redlands Passenger Rail Project - New York Street Station

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

A. Approve and authorize the Executive Director or his designee to negotiate the final form of and execute a Cooperative Agreement, Contract No.16-1001470 with Environmental Systems Research Institute, for the design and construction of the Redlands Passenger Rail Project New York Street Station, for an amount still being negotiated, but currently estimated at \$3,541,000 as approved by SANBAG legal counsel.

B. Approve a revenue budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0324 Redland Passenger Rail Project in an amount of \$50,000 in accordance with the final negotiated value of Contract No. 16-1001470 in reimbursement Redlands Passenger Rail Project Funds from Environmental Systems Research Institute.

Presenter: Justin Fornelli

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

12. Amendment 1 to Contract No. 15-1001093 with HDR Engineering, Inc for the Redlands Passenger Rail Project

That the Commuter Rail and Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve the following, contingent upon the execution and final negotiated contract amount of Cooperative Agreements No. 16-1001469 with the University of Redlands and No. 16-1001470 with Esri:

A. Authorize the Executive Director or designee to approve Amendment No. 1 to Contract No. 15-1001093 with HDR Engineering, Inc. for additional design services related to the New York Street and University Stations for the Redlands Passenger Rail Project, increasing the contract amount by \$877,892 for a new contract amount of \$26,074,716 and a contingency amount of \$2,519,682.

Presenter: Justin Fornelli

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

Discussion - Transportation Programming and Fund Administration

13. Consolidated Transportation Services Agency Services and Operations in San Bernardino Valley

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

Approve Agreement No. 16-1001458 with Omnitrans, in substantially the form attached, allocating Measure I Consolidated Transportation Services Agency Funds to Omnitrans for operation of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities.

Presenter: Andrea Zureick

This item is not scheduled for review by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, the draft amendment and the draft agreement.

Discussion - Regional/Subregional Planning

14. Los Angeles and San Bernardino Inter-County Transit and Rail Connectivity Study

Receive a presentation on the Los Angeles and San Bernardino Inter-County Transit and Rail Connectivity Study.

Presenter: Timothy Byrne

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
SANBAG Entities
Acronym List
Mission Statement

The next Commuter Rail and Transit Committee Meeting will be April 14, 2016.

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, 1st 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 “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

Closed Session Agenda Items – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the 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. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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 applies.

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

**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.

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014*

- 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: March 10, 2016

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

In accordance with California Government Code 84308, members of the 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	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.
9	C11207	Nossaman, LLP <i>Rick E Rayl</i>	None
10	16-1001469	University of Redlands	None
11	16-1001470	Esri	None
12	15-1001093	HDR Engineering, Inc. <i>Robert Klovsy</i>	Acumen Building Enterprise, Inc. Atwell Consulting Group ICF International

Entity: CMA, COG, CTA, CTC, SAFE

Commuter Rail & Transit Committee Agenda Item

March 10, 2016

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			<p>Lance Schulte L.D. King, Inc. PAC Engineering LLC Pacific Railway Enterprises, Inc. Project Design Consultants Stack Traffic Consulting, Inc. Orange Coast Analytical, Inc. 2R Drilling, Inc. Cascade Drilling, L.P. Anderson Environmental</p>
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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:

Carrie Schindler, Director of Transit and Rail

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:



Minute Action

AGENDA ITEM: 2

Date: *March 10, 2016*

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contract with Shimmick Construction Company, Inc.

Recommendation:

Receive and File Change Orders.

Background:

Contract Number C14001 with Shimmick Construction Company, Inc. for construction of the Downtown San Bernardino Passenger Rail Project had three Construction Change Orders approved since the last report to the Commuter Rail and Transit Committee. CCO No. 6 (\$96,713.00 modifications to various storm drain structures, installation of additional parking lot light poles and increasing gauge rubber on railroad crossing panels). CCO No. 7 (\$108,000.00 installation of infrastructure for future electric vehicle charging stations and installation of water line bypass at G St). CCO No. 8 (\$207,000.00 increase required for adjustment to various allowance bid items).

Financial Impact:

This item is consistent with the SANBAG Fiscal Year 2015/2016 Budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
 Commuter Rail & Transit Committee
 Date: March 10, 2016

Witnessed By:

Entity: CTC

Rail and Transit Construction Contracts

Downtown San Bernardino Passenger Rail Project (C14001)		
Executed Change Orders		
Number	Description	Amount
1	Replace Signals Mast at Depot for Tracks P5 and P6, (CN 5-\$60,761), Remove and Dispose of Debris (CN 6-\$27,000).	\$87,761.00
2	Build Temporary Mini-High (CN 4.1-\$81,320), Removal of Property Owner Debris (CN 6.1-\$52,000). Install Temp Fence adjacent to San Bernardino Transit Center (CN 12-\$5,000).	\$138,320.00
3	Reconstruct CMU block wall trash enclosure at the San Manuel stadium (CN 010-\$34,950), Additional tree removal along railroad right-of-way (CN 16-\$18,000); Relocate equipment and materials at the San Bernardino Transit Center parking lot (CN 17-\$40,000); Construction of temporary platform at Santa Fe Depot (CN 18-\$40,000).	\$132,950.00
4	Additional electrical work for power pedestal, rail lubricator and signal house (CN 2-\$45,179.50). Additional miscellaneous electrical work (CN 14-\$26,476.62).	\$71,656.12
5	Adjustments to the various allowance bid items. (CN 26-\$208,142.57).	\$208,142.57
6	Modify various storm drain structures (CN 8-\$89,381). Installation additional parking lot light poles at the Southern California Gas Company parking lot (CN 14.01-\$3,229.87). Increase gauge rubber on crossing panels (CN 21-\$4,102.13)	\$96,713.00
7	Installation of infrastructure for electric vehicle charging stations (CN 7.2-\$24,000). Installation of water line bypass at G St (CN 28-\$84,000).	\$108,000.00
8	Adjustments to the various allowance bid items. (CN 26-\$207,000).	\$207,000.00
CCO TOTAL		\$1,050,542.69
APPROVED CONTINGENCY		\$2,981,464.00
REMAINING CONTINGENCY		\$1,930,921.31

Attachment: Rail and Transit CCOs Matrix_Attachment-For Committee Mtg (2608 : Construction Contracts-CCOs)

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: *March 10, 2016*

Subject:

Second Quarter of Fiscal Year 2016 Right-of-Way Grants of Use Report

Recommendation:

That the Commuter Rail and Transit Committee receive second quarter (October, November, December) Right-of-Way Grants of Use Report.

Background:

The Board of Directors adopted the SANBAG Rail Property Policy No. 31602 on July 2, 2014. In accordance with Policy No. 31602, 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.

Attachment A identifies the grants of use approved in the second quarter of Fiscal Year 2016.

Financial Impact:

This item is consistent with the approved SANBAG Fiscal Year 2015/2016 Budget. Presentation of the quarterly Right-of-Way report demonstrates compliance with the SANBAG Rail Property 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: March 10, 2016

Witnessed By:

Entity: CTA, CTC

Attachment A

October - December 2015 Right-of-Way Grants of Use Report

Vendor Name	Contract No.	Agreement Type	Linked Agreements	Executed Date	Term Date	Application Fee	Annual Admin Fee	Use Fee	Use Fee Duration	Fee's Waived	Waived Fee Amount	Waived Fee Comments
City of Redlands	15-1001300	License	None	12/9/15	N/A	\$ 2,230.00	\$1,200.00	\$0.00	N/A	x	\$1,500.00	Per Board action in October 2014, fees from member agencies for updated/replaced agreements are to be waived.
City of Redlands	16-1001418	ROE	C09121	11/21/15	11/21/2015	\$ 2,730.00	\$0.00	\$500.00	one-time	N/A	-	

Total One-time Application Fee	\$ 4,960.00		
Total Annual Admin Fee		\$1,200.00	
Total One-time Use Fee			\$500.00

Attachment: Agenda 1874 Attachment A [Revision 1] (1874 : Second Quarter FY16 Right-of-Way Grants of

Minute Action

AGENDA ITEM: 4

Date: *March 10, 2016*

Subject:

SANBAG Fiscal Year 2016/2017 Budget - Commuter Rail and Transit Task Review

Recommendation:

That the Commuter Rail and Transit Committee review and provide direction relative to proposed tasks to be included in the Fiscal Year 2016/2017 Budget.

Background:

The review of tasks is intended to gain input on the appropriateness of the type and scope of the work effort. Narrative descriptions and detail budget information is provided. At this time, budget amounts, fund types, and narratives are preliminary pending agency-wide revenue and expenditure compilation, and review by SANBAG policy committees. Budget amounts include prior year Board approved appropriations to be expended in Fiscal Year 2016/2017.

Explanations for major variances from prior year's budget are included in the Work Elements section for each task. General increase in all tasks for indirect allocation is mainly due to budget amounts for general counsel allocated to indirect tasks, depot improvements within lobby area and new furnishings for work areas, new virtual servers and network, and replacement of 25 computer workstations. Significant legal work performed by Legal Counsel on a particular task will be charged internally to the task and credited to indirect cost allocation. Overtime is budgeted in specific tasks, but may be shifted to other tasks, as needed.

As part of the Fiscal Year 2016/2017 Budget, the Task and Sub Task Structure for the Transit Program is being revised to align more closely with Project Delivery's Task and Sub Task Structure. This includes identifying four major Tasks and various new Sub Tasks including a separate Sub Task for each capital project:

- Task 0309 was renamed from General Transit to Transit Operator Support to better reflect the activities associated with this task. This task involves the facilitation and oversight of the administration and programming of transit funding. This includes both funds used directly by SANBAG and funds allocated to the County's transit operators.
 - Sub Task 0309 Transit Support
 - Sub Task 0501 Federal Transit Act Programming
 - Sub Task 0502 TDA Administration
- Task 0310 was renamed from Transit Operations to Transit Allocations/Pass Throughs to better reflect that this task includes the funds passed through to the County's transit operators. SCRRRA subsidies are administered through Task 0314 and Task 0315 as SANBAG is a member agency of SCRRRA.
 - Sub Task 0310 MSI S&D and Other Grants Pass Throughs
 - Sub Task 0506 LTF Allocation
 - Sub Task 0507 STAF Allocation

Entity: CTA, CTC

Commuter Rail & Transit Committee Agenda Item

March 10, 2016

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- Task 0312 – General Transit
 - Sub Task 0352 Regional Representation
 - Sub Task 0353 Program Management
 - Sub Task 0354 Short Range Transit Plan
- Task 0313 – Transit Right-of-Way Management
 - Sub Task 0360 Right-of-Way Property Management
 - Sub Task 0361 Maintenance-of-Way
 - Sub Task 0362 Plan Reviews
- Task 0314 – Transit Operations
 - Sub Task 0377 Metrolink Operating and Maintenance Subsidy
 - Sub Task 0371 San Bernardino to Redlands Rail Service
 - Sub Task 0372 Station Security Study
- Task 0315 – Transit Capital
 - See attached Sub Task Narratives except for the SCRRA Capital Subsidy. The SCRRA Capital Subsidy information is included in the Task 0315 narrative.

The changes will provide a better understanding and overview of the Transit Program as it relates to administration, operations, capital, and contributions and subsidies.

The following tasks are presented for Committee review:

Task	Transit Program	Manager	Proposed Budget
0309	Transit Operator Support	Zureick	\$826,530
0310	Transit Allocations/Pass Throughs	Zureick	\$98,928,201
0312	General Transit	Schindler	\$1,179,448
0313	Transit Right of Way Management	Schindler	\$1,974,667
0314	Transit Operations	Schindler	\$15,070,715
0315	Transit Capital	Schindler	\$81,917,451

Financial Impact:

The tasks under the purview of the Commuter Rail and Transit Committee will be part of the overall budget adoption which establishes the financial and policy direction for the next fiscal year.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

Transit

Task 0309 Transit Operator Support

Purpose

Facilitate and oversee the administration and programming of transit projects through funding provided by a variety of Federal and State revenue sources and Measure I to allow delivery of transit projects on schedule and to demonstrate compliance with applicable State, Federal, and local guidelines, fiscal constraint and air quality conformity requirements. Federal and State revenue sources include Fixing America's Surface Transportation (FAST) Act programs administered by the Federal Transit Administration (FTA); State Proposition 1B Bond programs; Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF) made available from State Transportation Development Act (TDA); and the Low Carbon Transit Operations Program (LCTOP). This provides for assistance and oversight of San Bernardino County transit operators, including review of their cost effectiveness and efficiency, State and Federal funding compliance, funding allocations, service modifications, and capital improvements. These operators include Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), and Needles Area Transit (NAT), as well as Omnitrans in its role as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. For the purpose of operational and fiscal efficiency, Barstow Area Transit (BAT) and VVTA completed consolidation efforts in Fiscal Year 2014/2015. BAT is no longer in service, and VVTA now oversees BAT's former service area.

Accomplishments

Annually, SANBAG is responsible for the coordination of Unmet Transit Needs Public Hearings in the Victor Valley and Morongo Basin areas to determine whether there are unmet transit needs in those areas that could be reasonably met. During the Fiscal Year 2014/2015 unmet transit needs process, it was determined there were no unmet needs that could be reasonably met in those service areas. Additionally, SANBAG and the operators completed the Countywide Transit Efficiency Study in Fiscal Year 2015/2016. This resulted in several interagency agreements for coordination and shared resources and identified areas of coordination to consider in the future. The operators in the mountain/desert areas are continuing work on Short Range Transit Plans (SRTP) as required by SANBAG for receipt of Measure I funding.

During Fiscal Year 2015/2016 an evaluation of the effectiveness and efficiency of the Valley CTSA model was undertaken that resulted in the Valley moving from a non-profit CTSA model to a consolidation under Omnitrans. Omnitrans created a new department for the administration of CTSA services in concert with Access, their paratransit service, and SANBAG, Valley Transportation Services (VTrans), and Omnitrans worked together to ensure a seamless transition of the CTSA services from VTrans to Omnitrans.

SANBAG staff has administered and programmed the funding available for transit projects based on the Board of Director's approved priorities and strategies as communicated through the Ten-Year Delivery Plan, program apportionments, and project-specific allocations. Through strategic fund management and timely delivery of existing committed funds, SANBAG has maximized and protected State and Federal funding revenues. In addition, SANBAG has supported transit operators with information on funding opportunities and transportation program guidelines, requirements, policies, and schedules. SANBAG serves as a liaison between transit operators and the California Department of Transportation (CALTRANS), the California Transportation Commission (CTC), the County Auditor/Controller, and various other state and federal agencies to assist local implementation of projects funded by State and Federal sources.

Work Elements

This is an ongoing project that includes professional development through participation in regional, State, and national transit association conferences. Participation provides for exchange of information and policy development ideas relating to transit operations and funding.

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This task also includes continued staff and consultant efforts required to maintain compliance with State and Federal funding requirements, such as reviewing procedures related to Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act and conducting the annual unmet transit needs public hearings. Additionally SANBAG staff provides technical assistance for the transit operators such as financial forecasts for their Short Range Transit Plans, grant applications review and submittal, and programming of projects in the Federal Transportation Improvement Program and Regional Transportation Plan.

The task also includes professional services to support the continued development, evaluation, and implementation of the transit operator reporting system. Specific items of the task include:

1. Attend and participate in regional, state, and national association meetings.
2. Continue work on implementing and maintaining the transit operator performance system.
3. Share new industry and regulatory information with operators.
4. Review and implement SANBAG procedures and provide technical assistance to transit operators and non-profits to ensure compliance with Federal Transit Administration requirements.
5. Schedule, mail and publish notices for annual Unmet Transit Needs Public Hearings (a minimum of two hearings will be held in the Mountain/Desert Region), as required by the Transportation Development Act (TDA). Obtain court recorder services for public hearings. Prepare summary of testimony received, recommended staff response, and formal findings for review by the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) and the hearing boards. Obtain Board adoption of formal findings.
6. Identify eligible candidate projects for various competitive grant programs and provide support to transit operators to submit applications and implement projects, if selected.
7. Determine the distribution of FTA formula and Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) funds committed to transit projects. Provide assistance to operators in the preparation of annual Section 5311 and Section 5307 Programs of Projects and grant applications, and provide concurrence with the use of Section 5307 and Section 5337 apportioned to the San Bernardino Valley by the Southern California Regional Rail Authority.
8. Review and prioritize FTA Section 5310 grant applications for submission to and project selection by CALTRANS.
9. Allocate LTF to transit operators and local agencies for public transportation and local streets and roads projects and STAF to transit operators for capital projects and eligible operating costs in accordance with the TDA Statutes and the California Code of Regulations.
10. Coordinate with SANBAG auditor for audit of LTF and STAF funds, and monitor contract auditor work and final product for TDA claimants. Submit TDA audits to the State by the December 31 deadline.
11. Represent San Bernardino countywide programming interests at statewide meetings such as the Regional Transportation Planning Agencies' meeting, CTC meetings, Southern California's Programming/Planning group meeting, Transportation Conformity Working Group meetings, the Statewide TDA Advisory Committee meetings, and the California Federal Programming Group meetings.
12. Coordinate activities and provide assistance in responding to inquiries from Board members, member agencies, and transit operators through the Transportation Technical Advisory Committee (TTAC), PASTACC, and other interagency forums.

Budgetary changes include a reflection of general transit activities that are performed by Fund Administration and Programming into this Program. Some salaries and benefits associated with these efforts are now reflected in this task rather than Fund Administration and Programming.

Transit

Task 0309 Transit Operator Support

Product

Dissemination of information and technical assistance to operators. The evaluation, further development, implementation, and maintenance of the transit operator performance reporting system will be of benefit to the operators and SANBAG. Additionally, an objective, efficient, and timely process to program and allocate Federal, State, and local funds in cooperation with the transit operators to maximize the use of revenue sources, to support the delivery of transit projects that provide the greatest transportation benefit relative to their cost, and to ensure that all transit funds allocated to projects within San Bernardino County are used in a timely manner without risk of loss.

Contract Information

- a. Existing Contracts
 - i. 15-1001235, Transit and Specialized Transportation Planning Services, Amount Budgeted \$160,000.
 - ii. 15-1001099, Transportation Development Act Services and Updates, Amount Budgeted \$6,884.

Prior Year Budgeted Commitments

The proposed Fiscal Year 2016/2017 budget includes Board approved Fiscal Year 2015/2016 appropriations in the estimated amount of \$34,528.

Manager

Andrea Zureick, Director of Fund Administration and Programming

Transit

Task 0309 General Transit

	2015-2016			
	2013-2014	2014-2015	Revised	2016-2017
Expenditures	Actuals	Actuals	Budget	Budget
Regular Full-Time Employees	245,591	203,221	111,938	142,513
Overtime	1,606	259	600	-
Fringe Allocation-General	247,439	198,184	109,938	152,617
Professional Services	247,151	121,879	427,000	162,000
Consulting Services	320	24,941	232,800	18,884
Auditing & Accounting	171,431	262,409	15,000	-
Attendance Fees	1,050	1,125	-	-
Legal Fees	19,946	4,831	-	-
Dues & Subscriptions	12,360	12,832	17,000	27,000
Training/Membership	5,699	1,910	4,600	4,000
Postage	25	39	300	250
Travel Expense - Employee	3,461	2,560	5,200	5,200
Travel Expense-Mileage-Employee	533	176	1,100	1,100
Travel Expense-Other-MetroLink Tickets	-	-	250	250
Advertising	1,285	1,665	2,200	2,000
Printing - External	-	-	300	300
Printing - Internal	-	-	200	-
Office Expense	-	370	-	-
Meeting Expense	334	293	500	650
Office Equip/Software-Inventorial	3,348	120	10,000	7,200
Indirect Allocation-General	267,735	274,851	172,752	302,566
Total Expenditures	1,229,317	1,111,665	1,111,678	826,530
Funding Sources				
Local Transportation Fund - Admin				369,897
Local Transportation Fund - Planning				456,633
Total Funding Sources				826,530

Transit

Task 0310 Transit Allocations/Pass Throughs

Purpose

To serve as a depository for State Transportation Development Act (TDA) funds, Measure I 2010-2040 Senior and Disabled Program funds, and other grant funds that are required to pass through SANBAG prior to disbursement to transit operators and other local agencies implementing transit-related or TDA local streets and roads projects within their jurisdiction.

Accomplishments

As the County Transportation Commission and the administrator of Measure I, SANBAG is responsible for the disbursement of funding from the TDA, the Measure I 2010-2040 Senior and Disabled Program, and other State grant programs. SANBAG staff disburses these funds based on the program apportionments and project-specific allocations. The Measure I Senior and Disabled Program funds provided to the transit operators offer financial assistance to offset costs associated with paratransit service by the transit operators for those that meet the qualifications under the Americans with Disabilities Act (ADA). These funds are also used to provide subsidized fares for seniors. Additionally, other fund sources are included in this task when State processes require those funds to flow through SANBAG to the implementing agency or when SANBAG provides additional contributions to locally implemented transit projects.

Work Elements

1. Disburse Local Transportation Funds (LTF) to transit operators and local agencies for public transportation, local streets and roads projects, and projects that are provided for use by pedestrians and bicycles in accordance with the TDA Statutes and the California Code of Regulations.
2. Disburse State Transit Assistance Funds (STAF) to transit operators for capital projects and eligible operating costs in accordance with the TDA Statutes and the California Code of Regulations.
3. Disburse Measure I Senior and Disabled Program funds based on annual allocations approved by the SANBAG Board of Directors.
4. Disburse other program funds that must pass through the SANBAG budget for disbursement to the transit operators and local agencies implementing transit-related projects within their jurisdiction.

Product

Funds for Transit Operators and other local agencies implementing transit-related projects within their jurisdiction.

Contract Information

- a. Existing Contracts
 - i. 16-1001458, Funding operation of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities, Amount Budgeted \$2,466,308.
 - ii. 00-1001075, Memorandum of Understanding between San Bernardino County Transportation Commission and City of Needles, Amount Budgeted \$200,000.

Manager

Andrea Zureick, Director of Fund Administration and Programming

Transit

Task 0310 Transit Allocations/Pass Throughs

	2015-2016			
	2013-2014	2014-2015	Revised	2016-2017
Expenditures	Actuals	Actuals	Budget	Budget
Contributions/Subsidies	8,675,706	9,053,897	9,913,710	11,251,781
Pass-Thru Payments	90,589,662	86,621,897	78,750,000	87,676,420
Total Expenditures	<u>99,265,368</u>	<u>95,675,794</u>	<u>88,663,710</u>	<u>98,928,201</u>

Funding Sources

Local Transportation Fund - Pass Through	65,500,000
MSI Colorado River Fund-E & D	42
MSI Colorado River Fund-Senior/Disabled	22,719
MSI Morongo Basin Fund-E & D	1
MSI Morongo Basin Fund-Senior/Disabled	128,697
MSI Mountain Fund-E & D	109
MSI Mountain Fund-Senior/Disabled	180,265
MSI North Desert Fund-E & D	341
MSI North Desert Fund-Senior/Disabled	859,713
MSI Valley Fund-E & D	1,945,333
MSI Valley Fund-Senior/Disabled	6,329,184
MSI Victor Valley Fund-E & D	1,159
MSI Victor Valley Fund-Senior/Disabled	1,584,218
Public Trans Modern,Improve&Svc Enhance-P1B	200,000
State Transit Assistance Fund - Pass	22,176,420
Total Funding Sources	<u>98,928,201</u>

Transit

Task 0312 General Transit

Purpose

Represent the San Bernardino County transit interests at the Regional, State, and National levels, including staff time associated with SANBAG's role as a member agency of the Southern California Regional Rail Authority (SCRRA), the operator of the Metrolink commuter rail system, to make transit in San Bernardino County safe, efficient, and effective. In addition, facilitate and assist with regional studies and plans associated with transit.

Accomplishments

SANBAG shares operating and capital expenses with the Los Angeles County Metropolitan Transportation Authority (LACMTA), the Riverside County Transportation Commission (RCTC), and the Orange County Transportation Authority (OCTA) for the three Metrolink routes that service San Bernardino County. These three lines typically carry up to 50% of the total Metrolink passengers. The San Bernardino Line alone carries about 30% and boasts the highest fare box recovery on the entire Metrolink system. While small in comparison to the other counties, Ventura County Transportation Commission (VCTC) does contribute on an "all-share" formula for all lines on the Metrolink system. During Fiscal Year 2015/2016, SANBAG worked with the four other county transportation commissions and SCRRA towards the implementation of Positive Train Control, the completion of a Metrolink Strategic Plan, and the purchase of new locomotives.

SANBAG continues to coordinate activities with the California High-Speed Rail Authority, discussing proposed alignments through the Inland Empire to link high speed rail from Los Angeles to San Diego. Coordination continues on efforts to implement and fund capacity improvement projects on existing commuter rail lines to provide feeder service to the high speed rail stations.

The Fiscal Year 2015/2016 – Fiscal Year 2018/2019 SANBAG Short Range Transit Plan was substantially completed and includes proposed capital and operating needs for SANBAG as well as the six San Bernardino County transit operators: Southern California Regional Rail Authority, OmniTrans, Victor Valley Transit Authority, Morongo Basin Transit Authority, Mountain Transit and Needles Area Transit.

SANBAG implemented use of EcoSys, a data management tool to monitor project phase, contract, fund source, actual expenditures and projected expenditures, as the primary project controls tool for the Transit Program.

Work Elements

1. Represent the interest of the County on the SCRRA Technical Advisory Committee and advise SANBAG Board representatives on the SCRRA Board.
2. Attend SCRRA Board and policy committee meetings.
3. Work with SCRRA staff to improve financial/accounting practices and monitoring efforts.
4. Attend the American Public Transportation Association (APTA) Annual Rail Conference.
5. Attend the American Railway Engineering and Maintenance-of-Way Association (AREMA) meetings and Annual AREMA Conference.
6. Provide staff support to the SANBAG Commuter Rail and Transit Committee.
7. Continue support and coordination on the California High-Speed Rail Authority Project.
8. Complete the SANBAG Short Range Transit Plan
9. Other miscellaneous general transit items including project controls.

Transit

Task 0312 General Transit

Product

Regional, State and National representation on transit related items, staff time, reports, and recommendations in support of San Bernardino County's interest as a member of the SCRRRA Board, representation and participation with respect to High-Speed Rail, miscellaneous studies and analyses pertaining to transit issues of a regional nature, and high level tasks associated with management of the overall program such as project controls.

Contract Information

- a. Existing Contracts
 - i. 00-1000939, CTO #11, Professional Services – Staff Augmentation, Amount Budgeted \$473,166.
 - ii. 00-1000940, CTO #1, Professional Services – General Support Services, Amount Budgeted \$100,000.
 - iii. 00-1000940, CTO #40, Professional Services – Ontario Airport Ride Share Study, Amount Budgeted \$10,000.
 - iv. 00-1000940, CTO #5, Consulting Services – SANBAG Short Range Transit Plan, Amount Budgeted \$30,000.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

Transit

Task 0312 General Transit

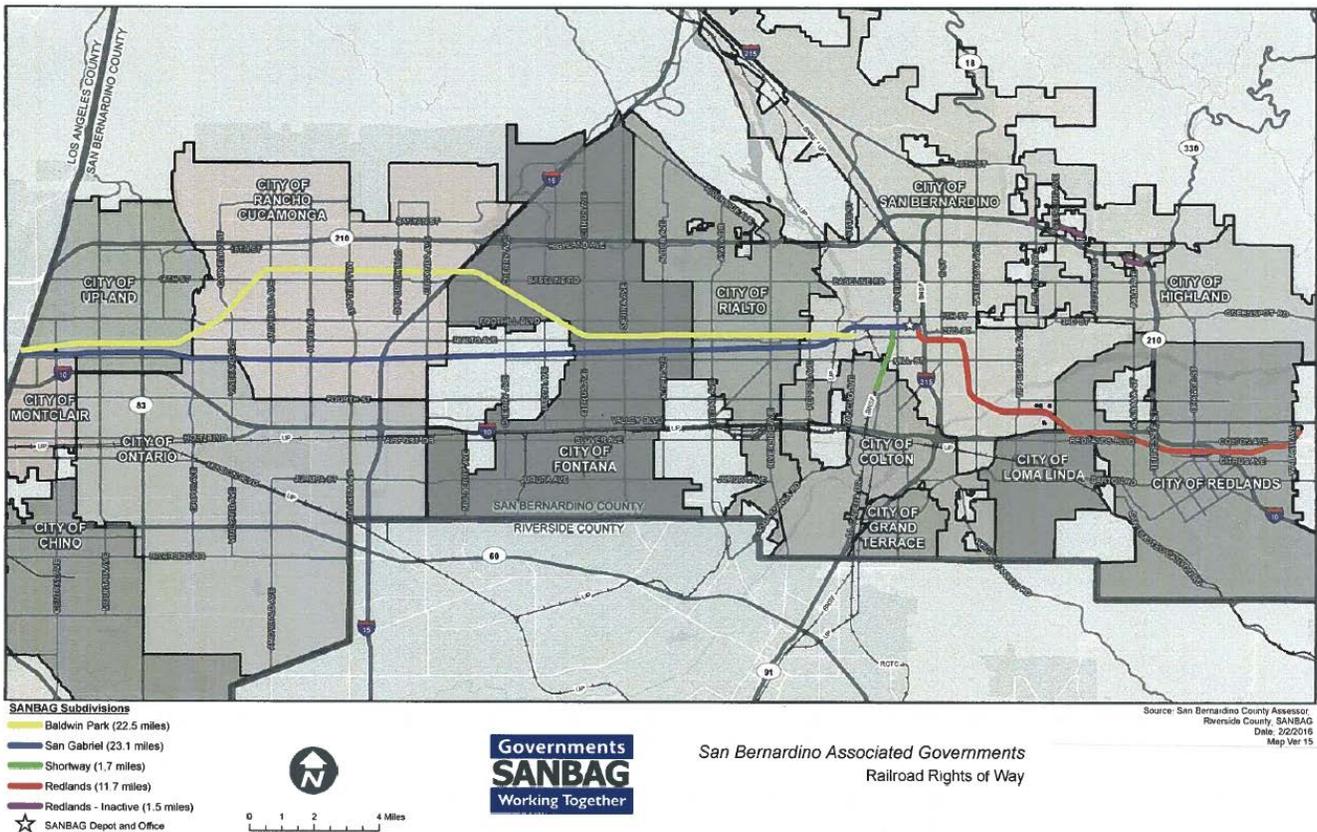
Expenditures	2013-2014	2014-2015	2015-2016	
	Actuals	Actuals	Revised Budget	2016-2017 Budget
Regular Full-Time Employees	168,991	175,237	87,885	124,084
Overtime	27	396	-	-
Fringe Allocation-General	169,183	171,062	85,855	132,882
Professional Services	211,169	716,417	1,864,017	576,166
Consulting Services	30,237	-	35,000	40,000
Attendance Fees	3,150	3,375	-	-
Legal Fees	72,345	13,903	-	12,000
Dues & Subscriptions	3,000	2,913	1,849	7,000
Training/Membership	5,311	6,830	4,000	4,000
Postage	60	9	125	625
Travel Expense - Employee	9,104	14,395	21,000	15,500
Travel Expense - Non-Employee	1,613	5,303	-	-
Travel Expense-Mileage-Employee	550	553	500	1,000
Travel Expense-Mileage-Non-Employee	700	805	-	-
Travel Expense-Other-MetroLink Tickets	1,739	53	500	1,000
Advertising	15,417	4,058	10,000	-
Printing - External	-	2,507	150	150
Record/Equipment Storage	36	-	100	100
Office Expense	54	853	500	500
Meeting Expense	137	49	500	1,000
Indirect Allocation-General	183,060	237,237	152,773	263,441
Total Expenditures	<u>875,881</u>	<u>1,355,954</u>	<u>2,264,754</u>	<u>1,179,448</u>
Funding Sources				
Local Transportation Fund - Planning				574,282
State Transit Assistance Fund - Rail				<u>605,166</u>
Total Funding Sources				<u>1,179,448</u>

Transit

Task 0313 Transit Right-of-Way Management

Purpose

Manage and maintain approximately 62 miles of SANBAG owned railroad right-of-way in a safe, efficient and effective manner.



Accomplishments

A new staff position was created and filled to oversee efforts to manage SANBAG owned railroad right-of-way. In addition, a new on-call railroad right-of-way maintenance services contract and a new on-call railroad right-of-way property management services contract were awarded. SANBAG increased its efforts to remove graffiti by doing a comprehensive cleanup of the Metrolink San Bernardino Line Corridor.

Work Elements

1. Process new rights of use agreements in a timely manner.
2. Graffiti removal and weed abatement.
3. Records management.
4. Update existing rights of use agreements using the SANBAG Board approved templates.
5. Implement collection of lease revenue directly by SANBAG.
6. Implement master agreements with utility agencies where possible.
7. Dispose of surplus property.

Transit

Task 0313 Transit Right-of-Way Management

Product

Proactively manage the railroad right-of-way by: performing maintenance activities, processing new railroad right-of-way rights of use agreements in a timely fashion, updating outdated rights of use agreements, and determining the process for SANBAG to begin collecting use revenues directly and implementing such process in partnership with the Finance Department, as well as recommending disposal of surplus property where applicable. Specific railroad right-of-way maintenance activities include weed abatement, graffiti abatement, trash removal, and fence repairs.

Contract Information

- a. Existing Contracts
 - i. 16-1001409, Professional Services - On-call Railroad Right-of-Way Maintenance Services, Amount Budgeted \$800,000.
 - ii. 16-1001412, Professional Services - On-call Railroad Right-of-Way Property Management Services, Amount Budgeted \$600,000.
 - iii. 00-1000988-C14126, Legal Services - Railroad Right-of-Way, Amount Budgeted \$50,000.
 - iv. 00-1000940 CTO #37, Professional Services - On-call Engineering Plan Review, Amount Budgeted \$55,000.
 - v. 00-1000940, CTO #42, Professional Services - Phase 2 Environmental Assessments for Upland Surplus Property, Amount Budgeted \$50,000.
 - vi. 16-1001483, Professional Services - San Bernardino County Real Estate Services for Upland Surplus Property Sale, Amount Budgeted \$10,000.

- b. New Contracts
 - i. RFP/CTO, Legal Services - Railroad Right-of-Way Litigation, Amount Budgeted \$25,000, Total Estimated Contract Amount \$25,000.
 - ii. RFP/CTO, Temporary Staffing Services - Railroad Right-of-Way Filing, Amount Budgeted \$20,000, Total Estimated Contract Amount \$20,000.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

Transit

Task 0313 Transit Right of Way Management

	2015-2016			
	2013-2014	2014-2015	Revised	2016-2017
Expenditures	Actuals	Actuals	Budget	Budget
Regular Full-Time Employees	-	-	-	81,466
Fringe Allocation-General	-	-	-	87,242
Professional Services	-	-	-	70,000
Consulting Services	-	-	-	75,000
Legal Fees	-	-	-	75,000
Rail Maintenance of Way	-	-	-	1,400,000
Postage	-	-	-	1,500
Travel Expense - Employee	-	-	-	2,000
Travel Expense-Mileage-Employee	-	-	-	1,000
Travel Expense-Other-Metrolink Tickets	-	-	-	500
Advertising	-	-	-	2,000
Bank Charges	-	-	-	3,000
Meeting Expense	-	-	-	3,000
Indirect Allocation-General	-	-	-	172,959
Total Expenditures	-	-	-	1,974,667
Funding Sources				
Local Transportation Fund - Planning				341,667
Local Transportation Fund - Rail				1,413,500
Rail Assets				219,500
Total Funding Sources				1,974,667

Transit

Task 0314 Transit Operations

Purpose

To improve mobility, reduce air pollution, and reduce energy consumption by providing reliable and safe transit service within and between San Bernardino County and Los Angeles, Orange, and Riverside Counties.

Accomplishments

The Metrolink San Bernardino Line service, operated by the Southern California Regional Rail Authority (SCRRA), continues to carry the most ridership of any Metrolink line. Roundtrip express train service continues between San Bernardino and Los Angeles Union Station. Two new station stops were added to the express train service, one at California State University Los Angeles and the other at Montclair, in addition to the existing stops of Rancho Cucamonga and Covina. With the current limitations of operating agreements on Burlington Northern Santa Fe Railway and the Union Pacific Railroad lines, the existing Inland Empire Orange County and Riverside Metrolink lines are operating at their allowable capacity.

SANBAG began the process of determining the operating structure for the future passenger rail service between the San Bernardino Transit Center (SBTC) and the University of Redlands that will be commissioned upon completion of the Redlands Passenger Rail Project in mid-2020. The SANBAG Board approved negotiating with OmniTrans to operate the future service and maintain the equipment. In addition, the SANBAG Board approved negotiating with SCRRA to provide maintenance of way and dispatch services.

SANBAG began work on a study analyzing consolidation of security staffing at the existing Metrolink Stations, integration of the proposed security camera improvements as part of the Downtown San Bernardino Passenger Rail Project with Metrolink's ongoing security camera improvement efforts, and integration of the proposed Redlands Passenger Rail Project security camera improvements with the security rotunda at the SBTC.

Work Elements

1. Provide SANBAG's share of SCRRA's Metrolink service annual operating subsidy.
2. Allocate funding to OmniTrans for staff time associated with development of the new operating structure including hiring a Rail Director to manage rail operations and legal costs associated with OmniTrans becoming an agency managing passenger rail service.
3. The Metrolink Stations Security Study will continue to analyze any economic benefits of consolidating services associated with station security by: 1) determining the efficiency and effectiveness of administering the security services with staffed security guards at the various Metrolink stations through a consolidated contract, as opposed to each city administering them individually; 2) analyzing how to best integrate the planned capital security improvements at the San Bernardino Santa Fe Depot and future Metrolink station at the San Bernardino Transit Center, being constructed as part of the Downtown San Bernardino Passenger Rail Project, with the security camera improvements that Metrolink is currently implementing system-wide; and 3) determining the improvements required at the San Bernardino Transit Center to integrate the future Redlands Passenger Rail Project security camera feeds.

Product

Process quarterly disbursement of operating funds to SCRRA in a timely manner and monitor their ongoing operating needs. It should be noted that since SCRRA's budget process parallels SANBAG's budget process the SCRRA operating subsidy identified initially in the SANBAG budget is an estimate. The SCRRA budget and corresponding SANBAG subsidies are presented by separate action to the SANBAG Board for approval in June. Typically this action includes a budget amendment. Allocate funding to OmniTrans to support the development of the future passenger rail service between the SBTC and the University of Redlands. Complete the Metrolink Stations Security Study and where appropriate propose implementation of findings.

Transit

Task 0314 Transit Operations

Contract Information

- a. Existing Contracts
 - i. 00-1000940, CTO #29, Consulting Services - Station Security Study, Amount Budgeted \$58,262.
 - ii. 00-1000145, Contributions - Maintenance on active Right-of-Way outside the 20' centerline, Amount Budgeted \$147,300.

- b. New Contracts
 - i. RFP, New Passenger Rail Service, Amount Budgeted \$400,000, Total Estimated Contract Amount \$400,000.

Manager

Carolyn Schindler, Director of Transit and Rail Programs

Transit

Task 0314 Transit Operations

	2015-2016			
	2013-2014	2014-2015	Revised	2016-2017
Expenditures	Actuals	Actuals	Budget	Budget
Regular Full-Time Employees	-	15,009	109,143	59,541
Overtime	-	-	1,500	-
Fringe Allocation-General	-	14,618	108,088	63,762
Professional Services	-	16,617	31,542	-
Consulting Services	-	-	-	58,262
Legal Fees	29,270	31,584	291,100	-
Rail Maintenance of Way	831,579	901,885	987,300	147,300
Postage	-	-	100	500
Travel Expense - Employee	-	-	-	500
Travel Expense-Mileage-Employee	-	-	-	200
Travel Expense-Other-Metrolink Tickets	-	-	-	200
Advertising	-	455	2,000	-
Contributions/Subsidies	11,629,747	11,772,477	15,071,585	14,613,039
Bank Charges	2,620	2,655	6,000	-
Meeting Expense	-	-	800	1,000
Land	-	-	-	126,411
Indirect Allocation-General	-	20,274	177,439	-
Total Expenditures	<u>12,493,216</u>	<u>12,775,574</u>	<u>16,786,597</u>	<u>15,070,715</u>

Funding Sources

Local Transportation Fund - Planning	225,296
Local Transportation Fund - Rail	13,233,440
Low Carbon Transit Operations Program	679,599
MSI Valley Fund-Metrolink/Rail Service	700,000
State Transit Assistance Fund - Rail	147,300
Transit Sys Safety Sec Disaster Recovery-P1B	85,080
Total Funding Sources	<u>15,070,715</u>

Transit

Task 0315 Transit Capital

Purpose

Implement and provide funding for capital improvements and projects that develop and maintain high quality transit options, increase mobility, provide for safe operations, and expand service.

Accomplishments

Transit revenues have translated into significant transit enhancements for our region. Both the San Bernardino Transit Center (SBTC) and sbX are fully operational. Construction close-out activities are wrapping up for sbX and a Phase 2 contract to install a backup generator at SBTC is anticipated. Construction continues on the Downtown San Bernardino Passenger Rail Project and Rialto Metrolink Station Parking Lot Expansion. Preliminary engineering and/or environmental efforts continue on the Gold Line Extension to Montclair, Shortway Quiet Zone, and the Lilac to Rancho Double Track Project. Final design and vehicle procurement efforts are in full swing on the Redlands Passenger Rail Project. In addition, final design is underway for safety enhancements at the existing Sierra Avenue and Juniper Avenue Metrolink grade crossings in the City of Fontana. Staff continues to work with the City of Rancho Cucamonga on transit-oriented development efforts at the Milliken Metrolink Station.

On an annual basis, as a member agency of the Southern California Regional Rail Authority (SCRRA), SANBAG provides funding for capital related expenditures including rehabilitation and renovation efforts. In the recent past, SANBAG's capital subsidy has funded positive train control efforts, new locomotives, rolling stock, ticket vending machines replacements, and efforts to implement mobile and online ticketing. It should be noted that since SCRRA's budget process parallels SANBAG's, the SCRRA capital subsidy identified initially in the SANBAG budget is an estimate. The SCRRA budget and corresponding SANBAG subsidies are presented by separate action to the SANBAG Board for approval in June. Typically this action includes a budget amendment. For this reason, Sub Task 0379 does not have a Sub Task narrative. The SCRRA allocation balance of \$763,345 from prior years non-federal funding is included in Task 0315, Sub Task 0379.

The majority of funding for capital projects is comprised of Valley Measure I Metrolink/Rail Program funds, Valley Measure I Express Bus & Bus Rapid Transit Program funds, Federal Transit Administration (FTA) Formula funds, Transportation Development Act funds, and State Proposition 1B funds. Federal funds allocated to SCRRA as part of their capital subsidy are administered by SCRRA and do not flow through the SANBAG Budget.

Contract Information – Transit Program*

None

*Contracts and/or staff time that are utilized on all Sub-Tasks within the Program. There is \$163,629 of staff time, fringe, and indirect budgeted under Task 0315 that is not assigned to specific Sub Tasks.

Local Funding Source Detail

The local funding source detail is specific to the individual Sub Tasks and is included in the Sub Tasks narratives.

Manager

Carolyn Schindler, Director of Transit and Rail Program

Transit

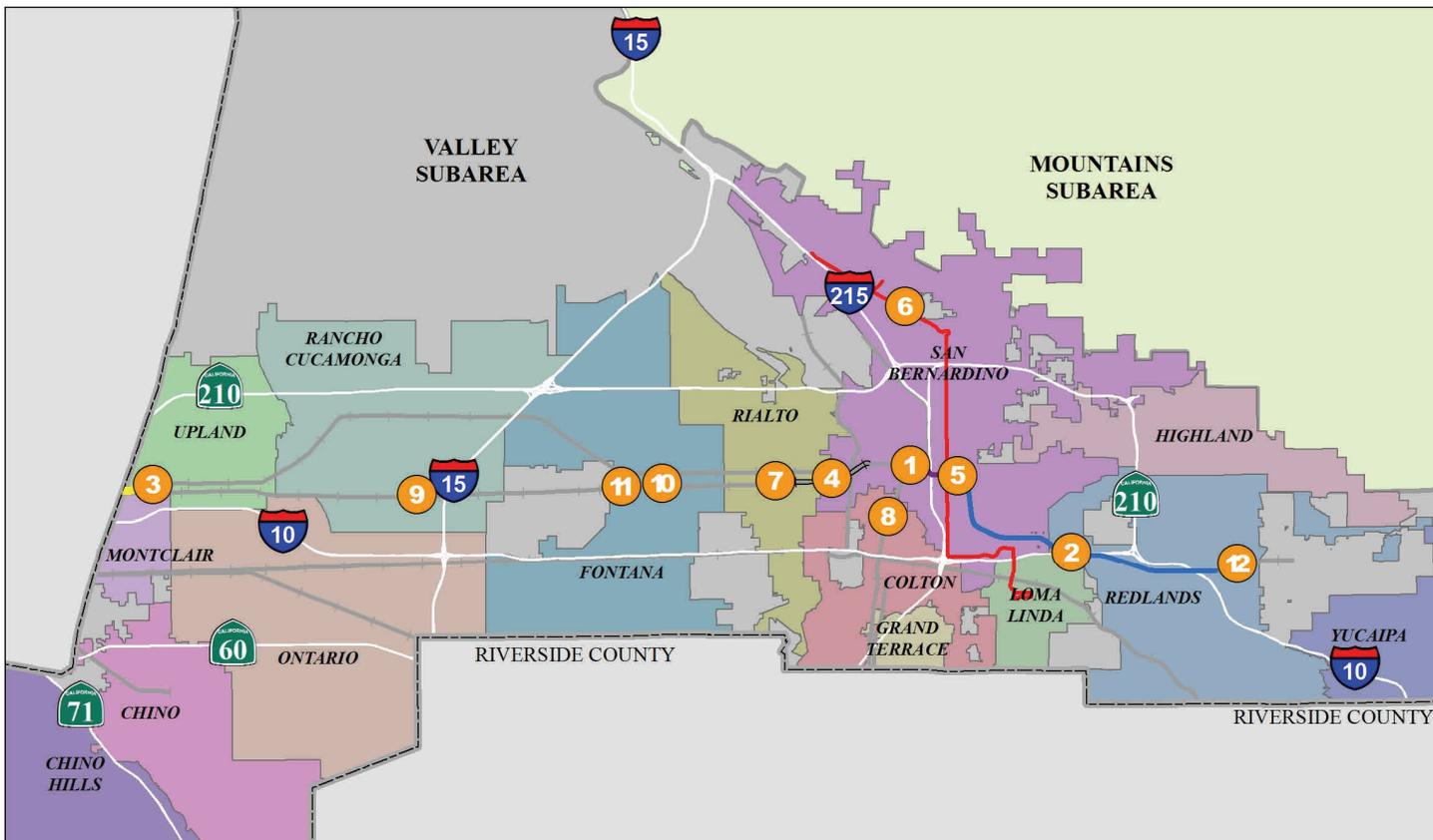
Task 0315 Transit Capital

Expenditures	2015-2016			
	2013-2014 Actuals	2014-2015 Actuals	Revised Budget	2016-2017 Budget
Regular Full-Time Employees	184,920	215,385	272,458	185,294
Fringe Allocation-General	185,101	209,779	298,322	198,430
Program Management Fees	-	83,144	-	-
Professional Services	3,630,605	3,942,128	6,620,080	11,631,562
Consulting Services	4,151,574	3,796,894	10,423,731	15,588,954
Legal Fees	1,118,445	988,998	2,870,000	1,768,000
Utilities	-	-	-	2,300,000
Construction Capital	8,513,264	24,925,841	51,818,329	33,862,637
Utilities Capital	1,649	141,143	60,000	50,000
Right of Way Capital	3,639,504	906,330	6,560,000	3,009,000
Postage	23	255	4,270	14,500
Travel Expense - Employee	-	960	20,000	23,600
Travel Expense-Mileage-Employee	-	196	8,344	9,500
Travel Expense-Other-MetroLink Tickets	-	-	-	900
Advertising	20,965	1,697	10,270	18,500
Public Information Activities	-	-	-	1,250
Printing - External	313	-	-	1,000
Printing - Internal	-	-	-	2,750
Contributions/Subsidies	(121,938)	2,752,123	17,609,380	7,851,681
Meeting Expense	-	-	130	6,500
Land	-	-	3,007,325	-
Motor Vehicles	-	-	3,000,000	5,000,000
Indirect Allocation-General	200,284	290,932	421,100	393,393
Total Expenditures	21,524,709	38,255,806	103,003,739	81,917,451

Funding Sources

Federal Transit Administration 5307	10,922,000
Federal Transit Administration 5307 - CMAQ	6,411,019
Local Projects Fund	375,538
Local Transportation Article 3 - Bicycle/Pedestrian	1,320,523
Local Transportation Fund - Planning	182,982
Local Transportation Fund - Rail	17,937,355
MSI Valley Fund-Express Bus//Rapid Trans	715,283
MSI Valley Fund-MetroLink/Rail Service	22,972,257
Public Trans Modern,Improve&Svc Enhance-P1B	11,865,984
Rail Assets	223,150
Redlands Passenger Rail Project Fund	600,000
San Gabriel Subdivision Line Project Fund	442,176
State Transit Assistance Fund - Rail	3,395,194
Transit Center Project Fund	519,000
Transit Sys Safety Sec Disaster Recovery-P1B	2,584,990
Valley MetroLink/Rail Bond Fund	1,450,000
Total Funding Sources	81,917,451

Transit Program



Project/Phases	Fiscal Year									
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
1 Downtown San Bernardino Passenger Rail										
2 Redlands Passenger Rail										
3 Gold Line to Montclair										
4 CP Lilac to CP Rancho Double Track										
5 San Bernardino Transit Center (Phase 2)										

LEGEND:

- PA/ED
- P S&E
- ROW
- Cons

Attachment: Transit Program [Revision 1] (2582 : SANBAG Fiscal Year 2016/2017 Budget Task Review)

Transit Program

Master Schedule										
Project/Phases	Fiscal Year									
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
6 <u>sbX (Close-out Activities Ongoing)</u>										
7 <u>Rialto Metrolink Parking Lot Expansion</u>										
8 <u>Shortway Quiet Zone</u>										
9 <u>Rancho Cucamonga Metrolink Station TOD</u>										
10 <u>Sierra Avenue Metrolink Grade Crossing</u>										
11 <u>Juniper Avenue Metrolink Grade Crossing</u>										
12 <u>Zanja Bridge Retrofit or Replacement</u>										

Attachment: Transit Program [Revision 1] (2582 : SANBAG Fiscal Year 2016/2017 Budget Task Review)

1 Project Downtown San Bernardino Passenger Rail Project (0323)

Description

The Downtown San Bernardino Passenger Rail Project is a one-mile extension of the Metrolink system from the existing San Bernardino Metrolink station at the Santa Fe Depot to the San Bernardino Transit Center at Rialto Avenue and E Street in San Bernardino and includes station improvements at both locations. Current Phase: Construction

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$117,870,000	\$70,778,000	\$39,882,253	\$7,209,747

Contract Information

- a. Existing Contracts
 - i. 00-1000248, Engineering and Design Services - Downtown San Bernardino Passenger Rail Project (DSBPRP) and Redlands Passenger Rail Project (RPRP), Amount Budgeted \$2,050,000.
 - ii. 00-1000583, Construction Management Services DSBPRP, Amount Budgeted \$2,520,000.
 - iii. 00-1001004, Construction Capital - DSBPRP, Amount Budgeted \$28,986,303.
 - iv. 00-1000571, Legal Services - DSBPRP and SBTC, Amount Budgeted \$250,000.
 - v. 00-1000716, Memorandum of Understanding - Design and Construction Support for the Eastern Maintenance Facility and the Downtown San Bernardino Passenger Rail Project, Amount Budgeted \$1,952,907.
 - vi. 00-1000939, CTO #11, Professional Services - Project Management, Amount Budgeted \$807,766.
 - vii. 00-1000939, CTO #19, Professional Services - Environmental, Monitoring & Mitigation, Amount Budgeted \$120,000.
- b. New Contracts
 - i. RFP/CTO, Consulting Services – Way-finding Design, Amount Budgeted \$50,000, Total Estimated Contract Amount \$50,000.
 - ii. RFP/CTO, Professional Services – Post construction traffic counts and possible improvements, Amount Budgeted \$100,000, Total Estimated Contract Amount \$100,000.
 - iii. IFB/CTO, Construction Capital - Way finding Construction, Amount Budgeted \$100,000, Total Estimated Contract Amount \$100,000.
 - iv. RFP/CTO, Construction Capital – Potential City of San Bernardino Traffic Mitigation Fee, Amount Budgeted \$200,000, Total Estimated Contract Amount \$200,000.

2

Project**Redlands Passenger Rail Project (0324)****Description**

Construct necessary improvements to implement a new passenger rail service between the San Bernardino Transit Center and the University of Redlands resulting in approximately nine miles of rail improvements. The project will use right-of-way acquired by SANBAG from the Burlington Northern Santa Fe Railway in 1992. Additionally, SANBAG is partnering with Esri and the University of Redlands to fund the New York Street Station and betterments at the University Station respectively. Once operational, it is anticipated that passenger service and vehicle maintenance will be managed by OmniTrans, while maintenance of way and rail dispatching services will be completed by the Southern California Regional Rail Authority also known as Metrolink. Current Phase: Final design, vehicle procurement, and preparation of an early utility relocation construction contract.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$250,000,000	\$11,304,507	\$26,337,124	\$212,958,369

Prior Year Budgeted Funds

The 2014 Ten-Year Delivery Plan identified an overall capital project cost of \$242 million. As presented to the August 2016 Commuter Rail and Transit Committee, the current overall capital cost is estimated at \$250,000,000 due to an increase in cost estimates for the diesel multiple unit vehicles and associated vehicle maintenance facility. As part of the 2016 Ten-Year Delivery Plan update staff will analyze the effect of this cost increase on the overall SANBAG delivery program.

The proposed budget includes Fiscal Year 2015/2016 budgeted funds in the estimated amount of \$7,533,254.

Contract Information

- a. Existing Contracts
 - i. 15-1001146, Program Management Services, Amount Budgeted \$2,000,000.
 - ii. 15-1001093, Final Mainline Design Services, Amount Budgeted \$10,000,000.
 - iii. 16-1001336, Maintenance Facility Design Services; Amount Budgeted \$1,000,000.
 - iv. 16-1001329, Right-of-Way Legal Services, Amount Budgeted \$1,000,000.
 - v. 16-1001363, Legal Services; Amount Budgeted \$200,000.
 - vi. 15-1001301, Public Outreach and Branding, Amount Budgeted \$100,000.
- b. New Contracts
 - i. IFB, Diesel Multiple Unit rail vehicles, Amount Budgeted \$5,000,000, Total Estimated Contract Amount of \$21,750,000.
 - ii. RFP, Mainline Construction Management Services, Amount Budgeted \$1,000,000, Total Estimated Contract Amount of \$15,100,000.
 - iii. IFB, Mainline Utility Relocations, Amount Budgeted \$2,300,000, Total Estimated Contract Amount \$2,300,000.
 - iv. IFB, Building Demolition, Amount Budgeted \$100,000, Total Estimated Contract Amount \$100,000.
 - v. Right-of-Way Acquisitions; Amount Budgeted \$2,100,000, Total Estimated Amount \$2,100,000.
 - vi. Environmental Permit and Mitigation Fees, Amount Budgeted \$1,000,000, Total Estimated Contract Amount \$1,000,000.
 - vii. Cooperative Agreement, Caltrans Design Coordination, Amount Budgeted \$50,000, Total Estimated Contract Amount \$50,000.
 - viii. Design Coordination Cooperative Agreement with SCRRA, Amount Budgeted \$250,000, Total Estimated Contract Amount \$250,000.

3 Project **Gold Line Extension to Montclair (0326)**

Description

The Foothill Gold Line from Azusa to Montclair will extend the Metro Gold Line 12.3 miles and add six stations, including a final stop at the Montclair Transcenter. Approximately 2,400 feet of the 12.3 mile project falls within San Bernardino County. The portion within San Bernardino County is identified as one of the projects in the San Bernardino County Measure I 2010-2014 Expenditure Plan. As project implementation responsibilities reside with the Foothill Gold Line Construction Authority, SANBAG's role is to provide coordination, oversight, and funding for the portion in San Bernardino County. Measure I identifies 8% of the Valley Measure I for use on rail projects which equates to about \$9 million annually. As such, SANBAG relies heavily on the use of federal funds to deliver large rail projects. The Construction Authority's current plan is to deliver Phase 2B without federal funds. Phase 2B has received California Environmental Quality Act clearance and advanced conceptual engineering is underway. Based on a current estimated total cost of \$68 million for the San Bernardino portion and current revenue projections, SANBAG is in need of approximately \$30 million to avoid federalization of the project based on the Construction Authority's proposed delivery date of 2023. It should be noted that funding for the Los Angeles County portion is dependent upon the project being prioritized in the proposed Los Angeles County sales tax measure, Measure R2, and approval of Measure R2 which is scheduled to be presented to the voters in fall 2016. The City of Montclair agreed to advance \$3 million to allow the project to progress due to funding constraints until there is certainty that Phase 2B will be constructed, \$840,000 of which is to support SANBAG's oversight costs which have not been fully incurred.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$68,000,000	\$0	\$2,269,338	\$65,730,662

Prior Year Budgeted Funds

The proposed budget includes Fiscal Year 2015/2016 budgeted funds in the estimated amount of \$6,688.

Contract Information

- a. Existing Contracts
 - i. 15-1001309, Cooperative Agreement - City of Montclair Funding Advancement & Reimbursement Agreement, Amount Budgeted \$2,220,000.

Local Funding Source Detail

- i. City of Montclair - \$49,338.

4

Project**Control Point Lilac to Control Point Rancho Double Track (0328)****Description**

Construct a double track section between Control Point (CP) Lilac and CP Rancho along the San Gabriel Subdivision that carries the Metrolink San Bernardino Line. This three mile double track project spanning the cities of Rialto and San Bernardino includes 8 at-grade crossings that will be considered for Quiet Zone improvements, improvements to the railroad signaling and communications systems to accommodate Positive Train Control (PTC) and the addition of a second platform at the Rialto Metrolink Station.

Currently, only the Preliminary Engineering and Environmental Clearance phase is funded at an estimated cost of \$2,200,000. Once the Preliminary Engineering and Environmental Clearance are completed, it will be more feasible to pursue other funding opportunities to complete final design and construction. The Los Angeles County Metropolitan Transportation Authority (LACMTA) is pursuing a similar strategy for another double track project on the San Gabriel Subdivision from Lone Hill Avenue to CP White in Los Angeles County. Once both of these capacity enhancement projects have completed the initial engineering and environmental clearance stage, corridor-wide grant opportunities will be sought encompassing improvements for both projects that would provide additional capacity and service reliability for the Metrolink San Bernardino Line.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$72,000,000	\$0	\$1,865,722	\$70,134,278

Prior Year Budgeted Funds

The proposed budget includes Fiscal Year 2015/2016 budgeted funds in the estimated amount of \$132,868.

Contract Information

- a. Existing Contracts
 - i. 00-1000940 CTO #39, Professional Services - Project Management, Amount Budgeted \$132,868.
- a. New Contracts
 - i. 16-1001411, Preliminary Design and Environmental Clearance for the Lilac to Rancho Double Track Project, Amount Budgeted \$1,599,000, Total Estimated Contract Amount, \$1,599,000.
 - ii. Cooperative Agreement, SCRRA Coordination and Design Reviews, Amount Budgeted \$100,000, Total Estimated Contract Amount, \$100,000.

5 Project San Bernardino Transit Center (0322)

Description

The San Bernardino Transit Center (SBTC) which went operational on September 8, 2015, provides intermodal connectivity with multiple transit modes including OmniTrans' fixed route bus service, sbX, Victor Valley Transit Authority, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority and Pass Transit out of Riverside County as well as a connection to Metrolink service and Redlands Passenger Rail service in the future. Current phase: Phase 2 Construction which includes installation of a backup generator and additional landscaping in the area designated for future transit oriented development.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$26,641,000	\$23,853,000	\$1,560,909	\$1,227,091

Prior Year Budgeted Funds

The proposed budget includes Fiscal Year 2015/2016 budgeted funds in the estimated amount of \$967,531.

Contract Information

- a. Existing Contracts
 - i. 00-1000584, Construction Management Services - OmniTrans Bus Facility, Amount Budgeted \$128,000.
 - ii. 00-1000612, Architectural and Engineering Services - OmniTrans Bus Facility, Amount Budgeted \$300,000.
 - iii. 00-1000571, Legal Services - DSBPRP and SBTC, Amount Budgeted \$173,000.
 - iv. 00-1000939, CTO #11, Professional Services - Project Management, Amount Budgeted \$219,409.
 - v. 00-1000939, CTO #19, Professional Services - Environmental, Monitoring & Mitigation, Amount Budgeted \$25,000.
- b. New Contracts
 - i. IFB, Construction Capital - SBTC Phase 2 Construction, Amount Budgeted \$650,000, Total Estimated Contract Amount \$650,000.

Local Funding Source Detail

- i. OmniTrans – \$519,000.

6 Project sbX (0311)

Description

The sbX/Bus Rapid Transit (BRT) Project includes the construction of bus rapid transit (BRT) along E Street in San Bernardino. The proposed BRT project provides a dedicated bus travel lane through the majority of the corridor connecting California State University at San Bernardino (CSUSB), downtown San Bernardino, the City of Loma Linda, the Loma Linda University Medical Center and the VA Hospital. Omnitrans is the lead agency for the construction activities and SANBAG is the lead agency for the right-of-way acquisition.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$6,176,754	\$3,841,043	\$1,041,483	\$1,294,228

Contract Information

- a. Existing Contracts
 - i. 00-1000363, Legal Services - E Street sbX Right of Way Acquisition, Amount Budgeted \$325,000.
 - ii. 15-1001261, Contributions - E Street sbX Bust Rapid Transit (BRT) Project, Close-out Activities, Amount Budgeted \$715,283.

Local Funding Source Detail

- i. OmniTrans – \$326,200.

7 Project Rialto Metrolink Parking Lot Expansion (0325)

Description

This project involves the construction of an additional 230 parking spaces at the Rialto Metrolink Station. In accordance with Agreement No. 00-1000878 the City of Rialto is the lead agency and SANBAG provides funding. This project has been phased with Phase 1 currently under construction to provide 122 parking spaces. Phase 2 is in the right-of-way acquisition phase and once constructed will add the remaining 108 parking spaces.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$2,310,084	\$0	\$2,230,782	\$0

Prior Year Budgeted Funds

The proposed budget includes Fiscal Year 2015/2016 budgeted funds in the estimated amount of \$2,300,000.

Contract Information

- a. Existing Contracts
 - i. 00-1000878, Cooperative Agreement - City of Rialto, Amount Budgeted \$2,300,000.
 - ii. 00-1000939, CTO #11, Professional Services - Project Management, Amount Budgeted \$10,084.

8 Project Shortway Quiet Zone (0327)

Description

The Shortway Railroad Subdivision is a 2.1 mile section of railroad serving Metrolink's San Bernardino and Inland Empire Orange County (IEOC) Lines that SANBAG purchased in 2015 as part of the Downtown San Bernardino Passenger Rail Project. The Shortway Subdivision is also the only rail access to Metrolink's Eastern Maintenance Facility (EMF), where overnight storage and servicing of approximately 12 trains occurs daily. A Quiet Zone Feasibility Study has been completed, detailing strategies and the capital improvements needed to implement a Quiet Zone along the Shortway. Design of these improvements has begun in coordination with the City of San Bernardino, the California Public Utilities Commission, and SCRRA. In accordance with a memorandum of understanding with the City of San Bernardino and federal regulation, the City is responsible for applying to the Federal Railroad Administration for the implementation of the Quiet Zone once improvements are completed.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$4,000,000	\$224,287	\$3,775,713	\$0

Prior Year Budgeted Funds

The proposed budget includes Fiscal Year 2015/2016 budgeted funds in the estimated amount of \$117,889.

Contract Information

- a. Existing Contracts
 - i. 00-1000939, CTO #32, Consulting Services - Shortway Subdivision Quiet Zone Project, Amount Budgeted \$300,000.
 - ii. 00-1000939, CTO #39, Project Management, Amount Budgeted \$30,000.
- b. New Contracts
 - i. IFB, Shortway Subdivision Quiet Zone Construction, Amount Budgeted \$3,085,600, Total Estimated Contract Amount \$3,085,600.
 - ii. CTO/RFP, Shortway Subdivision Quiet Zone Construction Management, Amount Budgeted \$308,560, Total Estimated Contract Amount \$308,560.
 - iii. CTO/RFP, Property Acquisition, Amount Budgeted \$25,000, Total Estimated Contract Amount \$25,000.
 - iv. Memorandum of Understanding with the City of San Bernardino - Implementation of a Quiet Zone on the Shortway Subdivision, Amount Budgeted \$0. Total Estimated Contract Amount \$0.

9 Project **Rancho Cucamonga Metrolink Station Transit Oriented Development (0329)**

Description

In 2015, the City of Rancho Cucamonga proposed transitioning the use of the Milliken Avenue Metrolink Station parking area into a transit oriented development (TOD). As joint owner with the hosting cities of the seven Metrolink station sites, SANBAG is interested in supporting cities' in their development efforts that not only increase rail passenger ridership and provide better transit connectivity, but to also generate revenue through the lease or sale of land. In support of this project, SANBAG entered Agreement No. 15-1001271 outlining the roles and responsibilities of the City and SANBAG. The project cost included below is based on the estimated staff time associated with supporting delivery of the TOD and providing technical assistance.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$66,304	\$25,000	\$41,304	\$0

Contract Information

- a. Existing Contracts
 - i. 15-1001271, City of Rancho Cucamonga Roles and Responsibilities, Amount Budgeted \$0.
 - ii. 00-1000939, CTO #11, Professional Services - Staff Augmentation, Amount Budgeted \$39,204.

10 Project **Sierra Avenue Metrolink Grade Crossing Pedestrian Improvements (0330)**

Description

Construct grade crossing safety enhancements for pedestrian at the existing Sierra Avenue Metrolink Grade Crossing in the City of Fontana. The City of Fontana secured \$750,000 in Article 3 Local Transportation Funds as part of the competitive grant process with \$250,000 of local match funds identified. As work around the railroad is specialized and this project requires substantial coordination with Metrolink, the City requested SANBAG finalize the design and administer the construction contract.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$1,000,000	\$116,457	\$883,543	\$0

Contract Information

- a. Existing Contracts
 - i. 00-1000939, CTO #20, Design of Sierra Avenue and Juniper Avenue grade crossing improvements, Amount Budgeted \$100,000.
 - ii. 00-1000940, CTO #39, Project Management Services, Amount Budgeted \$9,000.
 - iii. 15-1001125, Work Order 1, Contract Work Order with Southern California Regional Rail Authority, Amount Budget \$786.
- b. New Contracts
 - i. IFB, Construction Contract, Amount Budgeted \$659,319, Total Estimate Contract Amount \$659,310.
 - ii. CTO, Construction Management Contract/CTO, Amount Budgeted \$73,257, Total Estimated Contract Amount \$73,257.

Local Funding Source Detail

- i. City of Fontana - \$221,560.

11 Project **Juniper Avenue Metrolink Grade Crossing Pedestrian Improvements (0331)**

Description

Construct grade crossing safety enhancements for pedestrians at the existing Juniper Avenue Metrolink Grade Crossing in the City of Fontana. The City of Fontana secured \$750,000 in Article 3 Local Transportation Funds as part of the competitive grant process with \$250,000 of local match funds identified. As work around the railroad is specialized and this project requires substantial coordination with Metrolink, the City requested SANBAG finalize the design and administer the construction contract.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$1,000,000	\$120,844	\$879,156	\$0

Contract Information

- a. Existing Contracts
 - i. 00-1000939, CTO #20, Design of Sierra Avenue and Juniper Avenue grade crossing improvements, Amount Budgeted \$100,000.
 - ii. 00-1000940, CTO #39, Project Management Services, Amount Budgeted \$9,000.
 - iii. 15-1001125, Work Order 2, Contract Work Order with Southern California Regional Rail Authority, Amount Budget \$786.
- b. New Contracts
 - i. IFB, Construction Contract, Amount Budgeted \$659,319, Total Estimated Contract Amount \$659,319.
 - ii. CTO, Construction Management Contract/CTO, Amount Budgeted \$73,257, Total Estimated Contract Amount \$73,257.

Local Funding Source Detail

- i. City of Fontana - \$195,616.

12 Project **Zanja Bridge Retrofit (0332)**

Description

The Zanja Bridge is a non-functioning dilapidated timber railroad bridge, with a span of approximately 30 feet, partially crossing Zanja Creek located on the SANBAG right-of-way near the intersection of North Lincoln Street and Sylvan Boulevard in the City of Redlands. Zanja Creek is designated as a historical resource and the bridge has historical potential because it crosses the creek. The recently completed Orange Blossom Trail multi-use path is located within the same right-of-way on either end of the bridge. Rather than utilize the bridge to cross Zanja Creek, the trail currently detours along Sylvan Blvd and North Lincoln Street and then re-joins the existing right-of-way after crossing the creek. The cost included here are for retrofit of the existing bridge, however, depending upon separate Board direction the bridge could be removed. The cost to remove will be lower than the cost to retrofit.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$223,150	\$0	\$223,150	\$0

Contract Information

- a. Existing Contracts
 - i. 00-1000939, CTO #11, Professional Services – Project Management, Amount Budgeted \$11,500.
- b. New Contracts
 - i. CTO, Environmental & Design Services, Amount Budgeted \$51,750, Total Estimated Contract Amount \$51,750.
 - ii. IFB, Construction Capital, Amount Budgeted \$156,400, Total Estimated Contract Amount \$138,000.

Minute Action

AGENDA ITEM: 5

Date: *March 10, 2016*

Subject:

Commuter Rail & Transit Committee Name Change to Transit Committee

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board:

- A. Approve renaming the Commuter Rail and Transit Committee to the Transit Committee.
- B. Authorize staff to make necessary changes to all policies and procedures necessitated by a change to the committee name.

Background:

Staff is recommending that the name of the Commuter Rail & Transit Committee be changed to Transit Committee as Commuter Rail is one of the many modes of transit service topics discussed by the Committee. The name Transit Committee better represents a holistic approach to transit service in San Bernardino County, which is important as we focus on integration of the various transit modes that SANBAG supports through allocation of funding and implementation of capital project.

Financial Impact:

This item has no impact on the SANBAG Fiscal Year 2015/2016 Budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

Entity: COG

Minute Action

AGENDA ITEM: 6

Date: *March 10, 2016*

Subject:

Allocation for Zanja Bridge

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority, allocate \$223,150 of Rail Asset Funds for the retrofit of the Zanja Bridge.

Background:

The Zanja Bridge is a non-functioning timber railroad bridge, with a span of approximately 30 feet, crossing Zanja Creek located on the SANBAG right-of-way near the intersection of North Lincoln Street and Sylvan Boulevard in the City of Redlands. Zanja Creek is designated as a historical resource and the bridge has historical potential because it crosses the creek. The recently completed Orange Blossom Trail multi-use path is located within the same right-of-way on either end of the bridge. Rather than utilize the bridge to cross Zanja Creek, the trail currently detours along Sylvan Blvd and North Lincoln Street and then re-joins the existing right-of-way after crossing the creek. This leaves the deteriorating timber structure in place as a potential safety hazard with potential liability issues for SANBAG.

SANBAG staff has performed preliminary investigation into potential options for the final disposition of the bridge.

Option 1 – Retrofit the Bridge for use as part of the Orange Blossom Trail

This option consists of removing the existing bridge deck, rehabilitating the timber piles, caps, and abutments, and installing a new timber deck suitable for a multi-use trail. The connection of the trail on each end including grading and vegetation would be performed by the City of Redlands. Upon completion, the City would be responsible for maintenance which would be covered in an amendment to their existing license agreement for the Orange Blossom Trail (OBT). The estimated cost for this option is \$223,150 which includes design of bridge rehabilitation, environmental permitting for the modification of the bridge, materials procurement, and construction of the bridge rehabilitation. It should be noted that it will likely be easier to obtain environmental approval for retrofitting the bridge rather than completely removing it.

The schedule for this option is projected to be as follows:

- Design & Environmental Approval – 6 months
- Contractor Procurement – 8 weeks
- Material Procurement – 12-16 weeks
- Construction – 4-8 weeks
- Total Time – 11-14 months

Entity: CTA, CTC

Commuter Rail & Transit Committee Agenda Item

March 10, 2016

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Advantages of this option include:

- Rehabilitates a deteriorating bridge into a safe functional bridge.
- Preservation of a timber bridge with historic aspects.
- Provides a safer more efficient crossing of the Zanja Creek for the Orange Blossom Trail.
- Environmental Approvals should be easier to obtain.

Disadvantages of this option include:

- Higher cost
- Longer schedule

Option 2 – Removal of Existing Bridge

This option consists of removing all components of the existing bridge and dressing of the creek banks after removal. The estimated cost for this option is \$55,000 which includes costs to obtain environmental approval to remove the bridge and actual removal of the bridge.

The schedule for this option is projected to be as follows:

- Environmental Approvals – 6 months
- Contractor Procurement – 8 weeks
- Construction – 3-4 weeks
- Total Time – 9 months

Advantages of this option include:

- An attractive nuisance is removed from the SANBAG right-of-way.
- Lower cost to implement.
- Shorter schedule to complete.

Disadvantages of this option include:

- A more difficult less certain environmental approval process.
- A structure with historical aspects is removed.
- Existing routing of the OBT remains in place.

Based on the above, it is recommended that Option 1 be designated the preferred option. Should the SANBAG Board elect to retrofit the bridge, City of Redlands staff has indicated the City would incorporate the new structure into the existing OBT License agreement thereby taking on maintenance responsibilities. Regardless of which option is chosen by the Board, the initial step will be to work with the State Historical Preservation Office. It is anticipated this early work will be done in Fiscal Year 2015/2016 and that the bulk of environmental, design, and construction costs will be incurred in Fiscal Year 2016/2017.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 adopted budget.

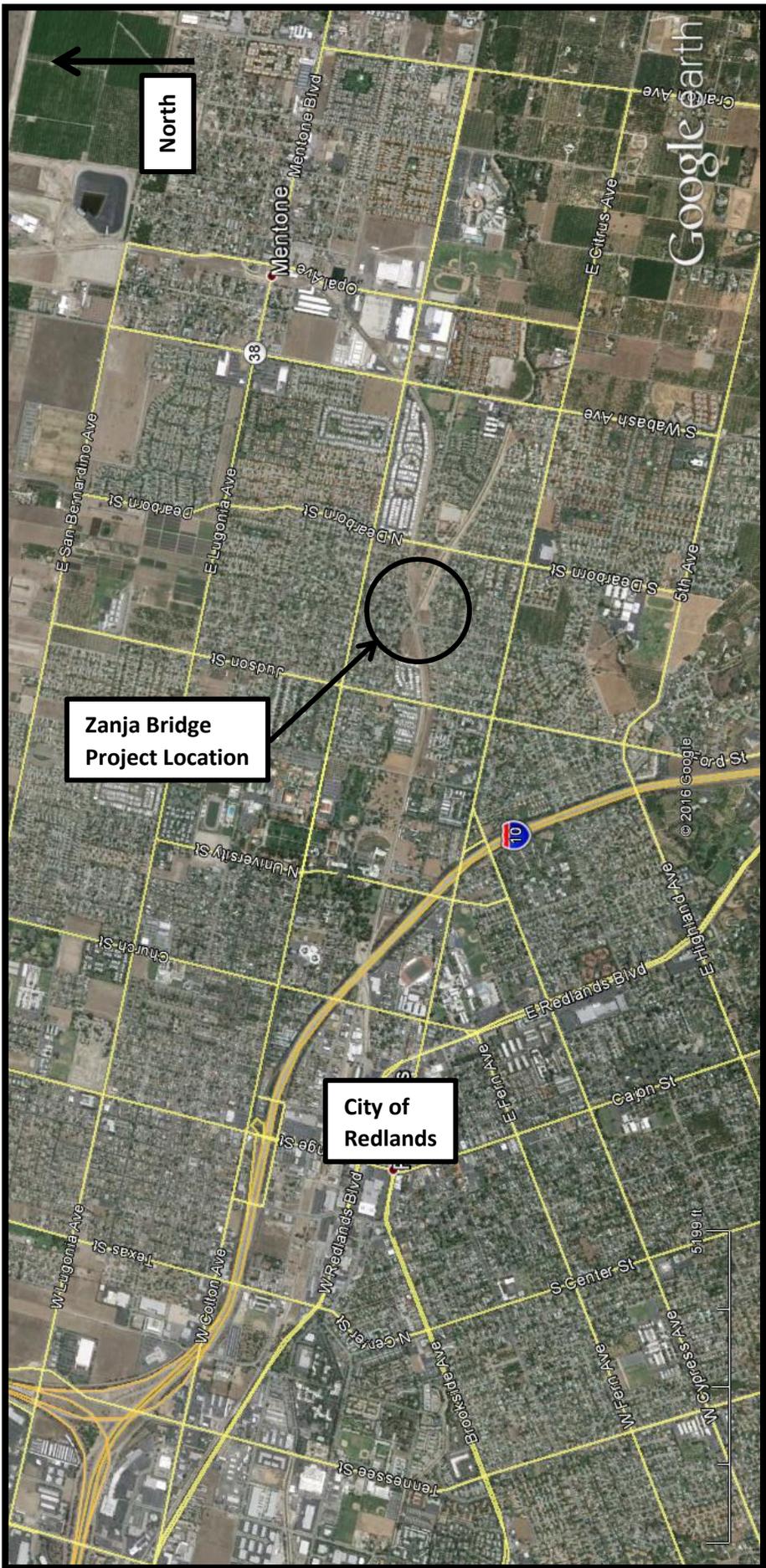
Reviewed By:

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

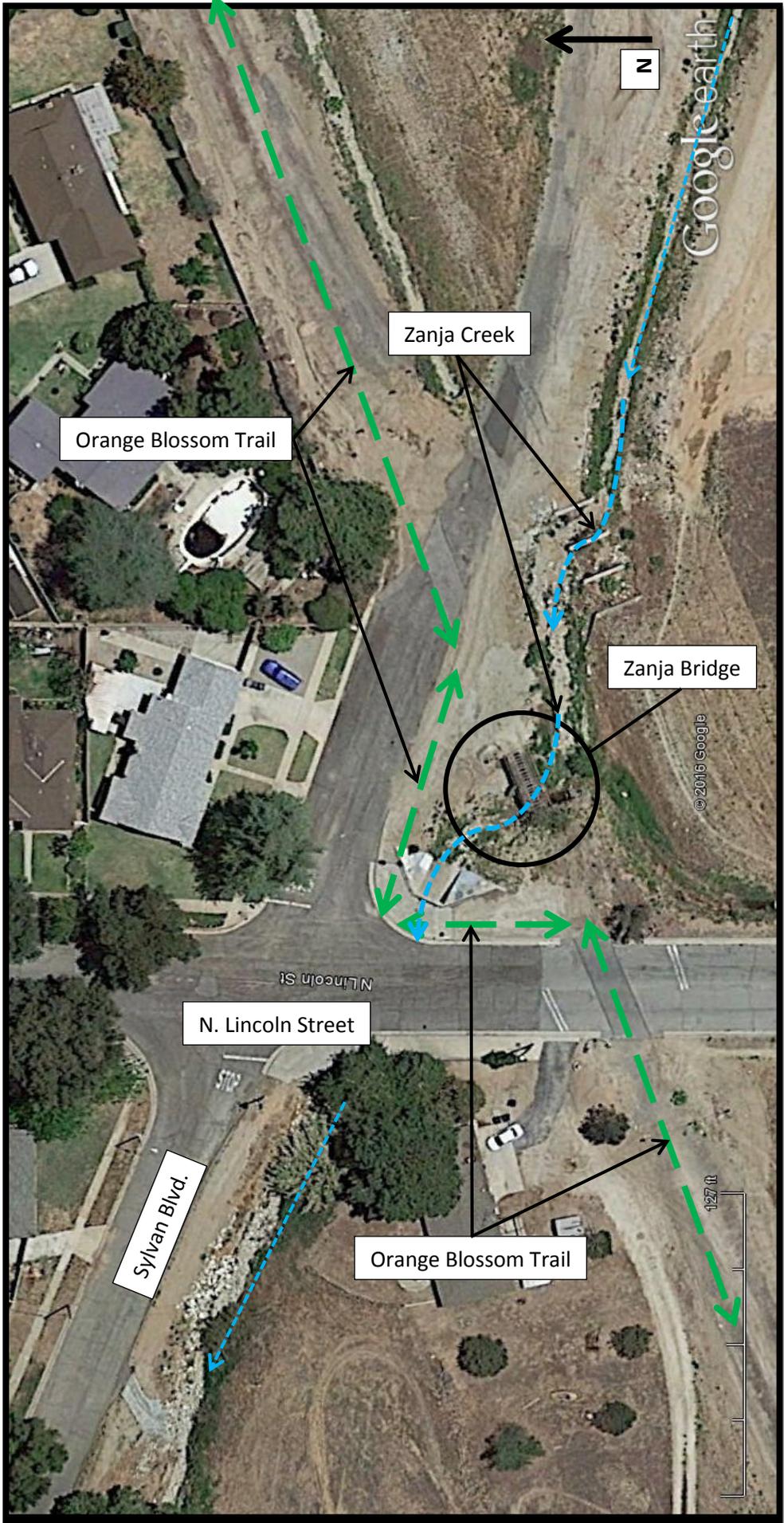
Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016
Witnessed By:



Attachment: Exhibit Zanja Bridge Revised (2617 : Allocation for Zanja Bridge)



Attachment: Exhibit Zanja Bridge Revised (2617 : Allocation for Zanja Bridge)



Attachment: Exhibit Zanja Bridge Revised (2617 : Allocation for Zanja Bridge)

Minute Action

AGENDA ITEM: 7

Date: *March 10, 2016*

Subject:

Use of Valley Local Transportation Funds for Right-of-Way Management & Maintenance

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board:

A. Approve the use of Valley Local Transportation Funds as the primary source of funding for management and maintenance of SANBAG owned railroad right-of-way in lieu of Rail Asset Funds.

B. Approve a Rail Asset Reserve Fund in the amount of \$2,000,000 for unforeseen costs associated with SANBAG owned railroad right-of-way and the San Bernardino Santa Fe Depot that are ineligible for other Transit Program funds.

Background:

San Bernardino Associated Governments (SANBAG) has traditionally used Rail Asset Funds for railroad right-of-way management activities and operation of the San Bernardino Santa Fe Depot. Rail Asset funding is limited and unreliable as it is dependent upon the fees generated by the number of grants-of-use agreements in place or requested by other entities. SANBAG staff is requesting that the primary source of funding for the railroad right-of-way activities be changed to Valley Local Transportation Funds as they are a more reliable source of funding and better suited to fund known ongoing operational needs.

The average annual expenses being funded by Rail Asset Funds over the last three years is \$1,100,000. SANBAG currently generates an average of \$440,000 in Rail Asset Funds annually from grants-of-use revenue and has been using fund balance to sustain the cost of right-of-way management. Therefore, staff is seeking approval to change the primary funds source for railroad right-of-way management activities to Valley Local Transportation Funds.

SANBAG staff believes it is appropriate to continue to use Rail Asset Funds for operation of the Depot or for special circumstances. However, staff is requesting that any funds in excess of what is needed for operation of the Depot or that have been allocated to a specific use, be used to establish a Rail Asset Reserve Fund of \$2,000,000 for unforeseen costs or activities that are ineligible for Valley Local Transportation Funds or Valley Measure I Metrolink and Passenger Rail Funds. The provisions for eligibility in the Measure I 2010-2040 Ordinance for use of Valley Measure I Metrolink and Passenger Rail Funds is narrow. Specifically, the funds can be used for delivery and operation of rail service between San Bernardino and Redlands, delivery and operations of Gold Line to the Montclair Transcenter, additional parking spaces at Metrolink Stations, construction of additional track capacity necessary to increase Metrolink service, and the purchase of additional passenger cars and locomotives for Metrolink. Based on anticipated

Entity: *CTA, CTC*

Commuter Rail & Transit Committee Agenda Item

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costs and expenditures, staff estimates the \$2,000,000 Rail Asset Reserve Fund could be realized in Fiscal Year 2017/2018.

SANBAG owns 62 miles of railroad right-of-way and has over 1,300 approved grants-of-use agreements with various entities along the right-of-way. Management of SANBAG's railroad right-of-way is done through a combination of SANBAG staff and an on-call right-of-way property management consultant. Typical right-of-way management activities include preparation and management of grants-of-use agreements, development and implementation of property management procedures, disposal of excess property, responding to inquiries, research, field inspections, and tracking maintenance needs such as weed and graffiti abatement. Other costs associated with railroad right-of-way include legal services and administrative items such as file administration.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2015/2016 SANBAG Budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 8

Date: *March 10, 2016*

Subject:

SANBAG-owned Properties Adjacent to the Upland Metrolink Station

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board:

- A. Receive and file the final Upland Land Use Constraints Analysis.
- B. Authorize the Executive Director, or designee to develop and enter into an agreement with County of San Bernardino Real Estate Services Department (“RSD”) to provide Real Property Disposition Services, in an estimated amount of \$15,000, for the sale of two SANBAG-owned properties adjacent to the Upland Metrolink Station; and direct the properties to be sold through public disposition procedures.
- C. Authorize the termination of the current “Lease of Land” Agreement for the property located at 201-299 East Stowell Street, in Upland, California (Parcel No. 1046-605-01) at such a time that SANBAG staff deems appropriate.
- D. Adopt a resolution declaring the subject properties to be surplus and/or setting forth the procedures for a proposed sale as developed by staff in consultation with the RSD and as approved by SANBAG General Counsel.
- E. Allocate the revenue generated from the sale of the properties toward additional parking for the Upland Metrolink Station and direct staff to work with the City of Upland on an agreement, which is approved prior to the sale of the properties that the additional parking will be on City owned land in the vicinity of the station.

Background:

In August 2014, the Upland Land Use and Constraints Analysis (Analysis) was initiated in collaboration with San Bernardino Associated Governments (SANBAG) and the City of Upland (City), to examine the development potential of two SANBAG owned parcels located south of the Upland Metrolink Station. The two parcels are located on the north side of Stowell Street, between Euclid Avenue and Sultana Avenue, and on either side of 2nd Avenue. The properties have development potential based on their adjacency to the Metrolink Station and their location within the downtown area of the City, which the City would like to advance.

The Executive Summary of the Analysis is included as Attachment A and outlines the study area, objectives, land use and other items discussed and analyzed as part of the process in support of the development of the two parcels. The Analysis incorporated the review of key planning documents – the City of Upland’s adopted “General Plan of 1980” and the “Historical District Upland Specific Plan” (HDUSP), adopted in 2011. In addition, the Analysis identified an estimated residual land value under a townhome development configuration that ranged from \$2.3 million to \$7.1 million at a density of 20 units per acre depending on the developable area. Since completion of the constraints analysis and discussions with the City, SANBAG staff is

Entity: *CTC*

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recommending that the properties be surplus, or sold, and that the revenue generated be used to fund additional parking at the Upland Metrolink Station in partnership with the City.

As part of the recommendation to dispose of these properties, staff analyzed the potential impact to extending Gold Line east beyond the Montclair Transcenter. It is important to note that the sale of the properties has no effect on the Gold Line Extension to Montclair Transcenter, the project included in the Measure I 2010-2040 Ordinance. However, should the Gold Line proceed east beyond the Montclair Transcenter, property adjacent to the existing Metrolink Corridor is needed. The specific property needed would depend on whether the Gold Line was located north or south of the existing Metrolink tracks. If the Gold Line was located south of the existing Metrolink tracks through Upland a large portion of these parcels would be needed. In addition, right-of-way would be required from the William Lyon Homes development under construction southeast of the Upland Station. If the Gold Line was located north of the existing Metrolink tracks, the majority of the block south of A Street would be impacted including existing Metrolink parking area and the business located adjacent to the Metrolink Corridor. This is not an isolated situation. At various locations along the corridor property would be impacted in order to accommodate an additional rail service in the existing Metrolink Corridor. Attachment B provides a general overview of the parcels likely to be impacted should the Gold Line continue east in the Metrolink Corridor beyond the Montclair Transcenter to Cucamonga Creek Channel. The Cucamonga Creek Channel is the north-south corridor identified in the 2015 SANBAG Ontario Rail Access Study for the Gold Line to proceed south to Ontario Airport. As it is unknown whether the alignment would be north or south of the tracks in certain segments, both the potential impacts north and south of the existing Metrolink tracks were identified for this purpose. Table 1 below identifies some of the pros and cons related to selling or retaining the properties.

Issue	Retain the Properties		Sell the Properties	
	Pro	Con	Pro	Con
Liability			Will reduce risk associated with owning the property	
Lump Sum Revenue			Will generate revenue for a project, possibly parking	
Potential use as Gold Line Right-of-Way	Might reduce the overall right of way need	The properties are likely to remain in their existing state for a long time.		Inhibits City's ability to develop parcels and general area
Ongoing Maintenance			Will reduce ongoing maintenance needs	
Loss in Lease Revenue	Current annual revenue is \$34,000			Loss of \$34,000 in annual lease revenue

There are several steps associated with the sale of publically owned property. Some initial steps have been completed to gather the data such as the appraisals, procuring updated preliminary title reports, and conducting a Phase I environmental of both properties. The Phase I environmental analysis was completed and recommended a Phase II environmental analysis is done. The Phase II environmental analysis has been initiated through one of SANBAG's On-Call contracts through the Contract Task Order (CTO) selection process. The fair market value

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of the properties could be impacted by the results of the Phase II analysis. Concurrently, legal counsel is researching if SANBAG will need to first offer the property to other public agencies (e.g. city, county, schools, etc.) or adjacent owners, whether or not SANBAG needs to go through an auction process or can sell the land directly, and whether or not a SANBAG Board resolution is required to dispose of the properties.

Appraisals for both properties were completed in January 2016. The “As-Is” Market Value of the subject properties’ fee simple interest is as follows:

- Property 1 (Parcel Nos. 1046-605-02, 1046-605-03) is a vacant 1.22-acre located at 120 South Euclid Avenue with an “As-Is” Market Value of \$1,670,000.
- Property 2 (Parcel No. 1046-605-01) is located at 201-299 East Stowell Street is an occupied property with an “As-Is” Market Value of \$1,520,000.
- The lease agreement for Property 2 allows for termination with 30-day notice and that the tenant returns the property to the condition it was in prior to the lease.
- The appraisals indicated the highest and best uses for the properties are multi-family developments of 20 to 30 units per acre.
- The analyses, opinions, and conclusions communicated within the appraisal reports were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute; and no hypothetical conditions were made for either appraisal.

Currently, the estimated time line for the above steps is approximately 9-12 months; however the timeline may become longer depending on the results of the Phase II environmental analysis, unless SANBAG sells the property “as is.” In addition, staff is confirming that the primary source of funding to acquire the properties was local funds and that no action from another funding agency is required.

The San Bernardino County Real Estate Service Department (County RES) provides services to support the sale of surplus properties. As this is a new process for the Transit Program, staff is requesting that the Executive Director, or his designee, be authorized to enter an agreement with County RES for them to assist SANBAG in this effort. The costs of such services are estimated at \$15,000. Any needed Board resolution would be developed in consultation with County RES, reviewed and approved by SANBAG General Counsel, and then submitted to the Board together with this agenda item.

Financial Impact:

This item is not consistent with the Fiscal Year 2015/16 Budget. An administrative budget amendment is needed to increase Task No. 0377 Commuter Rail by \$115,000 in Rails Assets Funds.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016
Witnessed By:

UPLAND METROLINK LAND USE AND CONSTRAINTS ANALYSIS

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1702

In Association With:

Hatch Mott MacDonald
HDR
Lance Schulte

February 23, 2016

Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland



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Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland

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Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland

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Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland

Executive Summary

Transit Oriented Development, or TOD as they are commonly referred, is a fast growing trend in linking land use with transportation. It is a creation of compact mixed use land use (a combination of office, retail and housing) and walkable communities around successful transit corridors, particularly rail corridors. Starting as a “concept” in the 1980s to limit urban sprawl and revitalize decaying downtown, TODs have moved from the academic realm to implementation around the country, as law and policy makers, developers and planners have become enthusiastic and champions of building high density development around stations.

This study, in collaboration with San Bernardino Associated Governments (SANBAG) and the City of Upland, examines the development potential of two parcels located immediately south of the Metrolink Station in Upland. The two parcels located east and west of 2nd Avenue, are bounded by the San Bernardino Line (SB Line) on the north and Stowell Street to the south; Euclid Avenue to the west and Sultana Avenue to the east. The west parcel, which is currently vacant, was the home of Hoyt Lumber for 16 years, before it closed in 2012. The east parcel was historically used for industrial purposes is currently not vacant.

ES.1. Study Area

On the south side of the Upland Metrolink Station, and north of Stowell Street between Euclid and Sultana Avenues, SANBAG owns two properties. These have immense development potential based on their adjacency to the Metrolink Station and being located within the downtown area of the City. The City of Upland along with SANBAG wants to develop these two properties, one of which is currently vacant. In light of this, the “Project” involved conducting a land use and constraints analysis to create a conceptually entitled land use and circulation plan in support of the preparation of a Request for Proposals (RFP) for development of SANBAG properties #1 and #2 (**Figure ES.1** and **Figure ES.2**), as well as potential partnering with City of Upland for the current Metrolink parking located in the vicinity of the SANBAG parcels, including the upgrade of the Upland Metrolink Station to support expansion of the SB Line.

Developer Interest

At the onset of this analysis, the Project Development Team (PDT) arranged a meeting with surrounding developers and property owners. The purpose of this meeting and ensuing communications was to define private sector development interests and private sector opportunities for coordination and collaboration on, or with, the Project. Based on the Project overview provided at the meeting, the following is a summary of the major initial issues identified by the surrounding property owners and developers:

- A desire for walkable mixed-use development at pedestrian densities
- Residential density of 35 dwellings per acre or more
- Youth and young professionals residential markets
- Retirement residential demand
- Site consolidation important
- Parking costs
- Local and National developers interested in Los Angeles Metro area TOD
- Historic Downtown Upland Specific Plan (HDUSP) was updated in 2011
- Need to increase bus access and connectivity to the Metrolink Station

Figure ES.1: Location of SANBAG Property #1



Source: HDR

Figure ES.2: Location of SANBAG Property #2



Source: HDR

ES.2. Project Objectives and Principles

Based on the feedback from the PDT, surrounding property owners, and developers, at the onset of the Project, planning assumptions, responsibilities of partnering agencies and entities (SANBAG, City of Upland and Consultants), Project objectives and principles were delineated to help complete this study.

Project Objectives

- Summarizes the key assumptions of the planning options that optimize development feasibility and land use planning consistent with the project principles;
- Proposes strategies for how SANBAG and the City of Upland define responsibilities to collaborate on the implementation of the development; and
- Outlines key principles that should be included in a potential Request for Proposals (RFP) to implement the development.

Project Principles

- The site's proposed land use and development pattern/intensity was consistent with adopted plans and zoning, or the City of Upland should be able to update the adopted plans and zoning to incorporate the selected Project site plan.
- The site's proposed site plan was compatible with planned improvements to the rail corridor and station.
- The site's proposed land use supported the Vision of the Historic Downtown Upland Specific Plan (HDUSP) and development of a walkable and transit-oriented downtown around the Upland Metrolink Station.
- The City of Upland and SANBAG would need to collaborate in order to minimize public costs while achieving the goal of privately-developed transit-oriented development for the sites.
- The City of Upland should be able to update adopted plans and zoning to incorporate this study's land use and circulation plan recommendations. The City also would provide as much conceptual entitlement approval as practical within the bounds of the Project scope to promote SANBAG's implementation of an RFP for development of the sites.
- SANBAG would assist the City in pursuing implementation of a Quiet Zone (QZ) through the area if possible.

ES.3. Land Use Analysis

The land use analysis incorporated the review of key planning documents – The City of Upland's adopted General Plan of 1980 and the HDUSP, adopted in 2011

Review of Planning Documents

The City's General Plan provides the policy foundation for implementing City planning standards and public works, such as are documented in the HDUSP that covers the Project area. The current General Plan, due to its date of adoption, does not provide significant comprehensive and specific policy direction for encouraging TOD that would be relevant and supportive of the Project. The comprehensive General Plan update currently underway is expected to provide an excellent opportunity for the City to systematically incorporate TOD policy and planning direction that would support the Project.

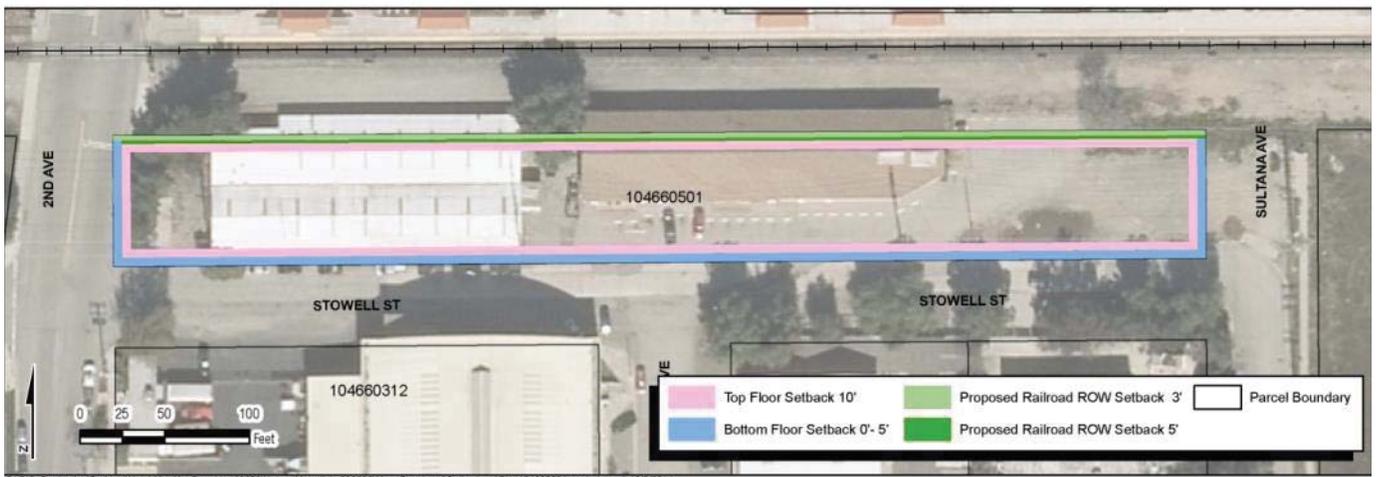
The HDUSP provides policy, regulations, and public works plans to implement the General Plan and guide individual development and community proposals in the Project area, and will be the focus of the assessment in this memo. Importantly, the HDUSP recognizes the importance of significant housing and population density that is both transit and pedestrian/bike oriented as a means to revitalize Downtown Upland and meet other City goals as well as to promote land use and transit goals supported by State and regional planning.

Historic District Upland Specific Plan - Citrus Transportation and Euclid Districts

The stated purpose of a Development Code is to provide "precise specifications" for uses, building heights, setbacks, and parking.

The HDUSP divides the specific plan area into several districts that have similar, but separate development code standards. SANBAG properties #1 and #2 are contained within the HDUSP's Citrus Transportation and Euclid Transportation Districts. Approximately 60% of the eastern part of property #2 and the entirety of property #1 are contained in the Citrus Transportation District. The remaining 40% western part of property #2 lies within the Euclid District. **Figure ES.3** identifies the primary setbacks for property #1 as identified in the HDUSP, and **Figure ES.5** identifies the primary setbacks for property #2. The Citrus Transportation District setback and height limits are illustrated in **Figure ES.4**, and **Figure ES.6** illustrates the Euclid District setback and height limits.

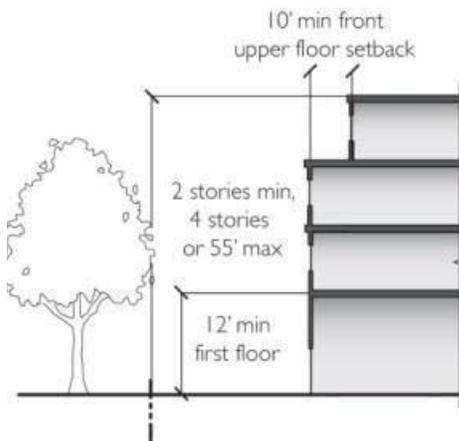
Figure ES.3: Setback for SANBAG property #1 – APN:1046-605-01



Source: HDR, 2014

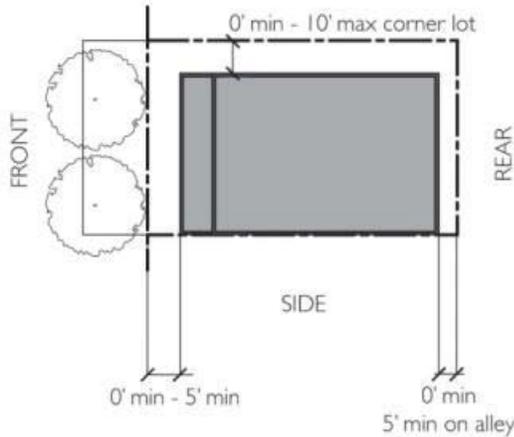
Figure ES.4: HDUSP Citrus Transportation District Setback and Height Limits

Citrus Height Diagram



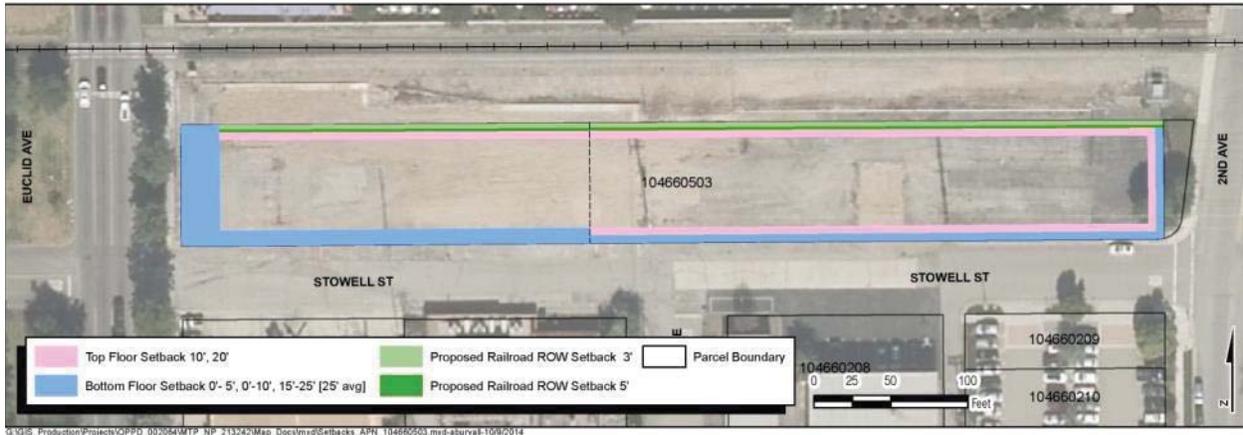
Source: HDUSP, Page 5-33, 2011

Citrus Setbacks Diagram



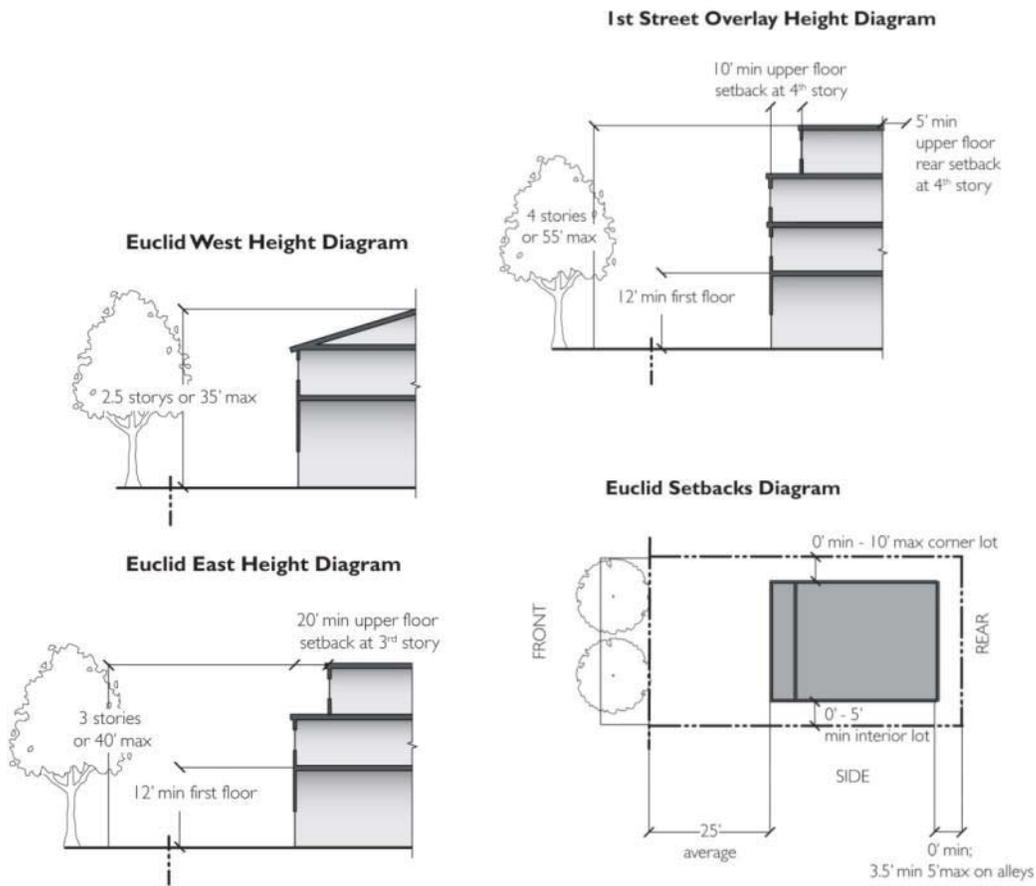
Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland

Figure ES.5: Setback for SANBAG property #2 – APN:1046-605-03



Source: HDR, 2014

Figure ES.6: HDUSP Euclid District Setback and Height Limits



Source: HDUSP, Page 5-13, 2011

Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland

Potential Planning and Policy Issues

Some of the larger possible planning and policy issues requiring Project discussion and possible inclusion into the General Plan or HDUSPS updates include:

- Future rail corridor ROW and configuration needs
- Rail corridor noise planning and funding
- Potential future rail transit services
- Potential future bus and rail transit interconnection routes, services, and facilities
- The City's loss of Redevelopment Project authority and funding
- City pedestrian and bike infrastructure funding
- Mutual cost savings and increased benefits by City and SANBAG coordination of effort
- Entitled concept land use approvals for both SANBAG properties and quiet zone infrastructure

ES.4. Conceptual Alternatives

Conceptual land use and circulation alternatives were developed to account for future growth at the Upland Metrolink Station due to future expansion of the SB Line.

Assumptions

A feasibility analysis of adding two Metrolink tracks and continuing the future Gold Line alignment was conducted. The two additional Metrolink tracks would provide for separate tracks to carry the eastbound Metrolink trains and a pass through track for express and freight trains. The existing track would carry the westbound trains. During the course of the study however, it was determined that one additional rail track through the Upland station area would be adequate to accommodate Metrolink service expansion planned through this station. Current Gold Line plans extend the light rail system from its existing terminus at Sierra Madre Villa to Montclair.

The analysis examined the impacts of carrying the Gold Line through the Upland station to serve Ontario International Airport. For the light rail to serve the airport from its planned terminus at Montclair, it is necessary for the Gold Line tracks to cross over the Metrolink tracks to continue southward towards the airport, possibly along the Cucamonga Channel. The Gold Line tracks could either cross the Metrolink tracks west of or east of the Upland station, thereby, keeping the Gold Line tracks south of, or north of the Metrolink tracks, respectively at the Upland station.

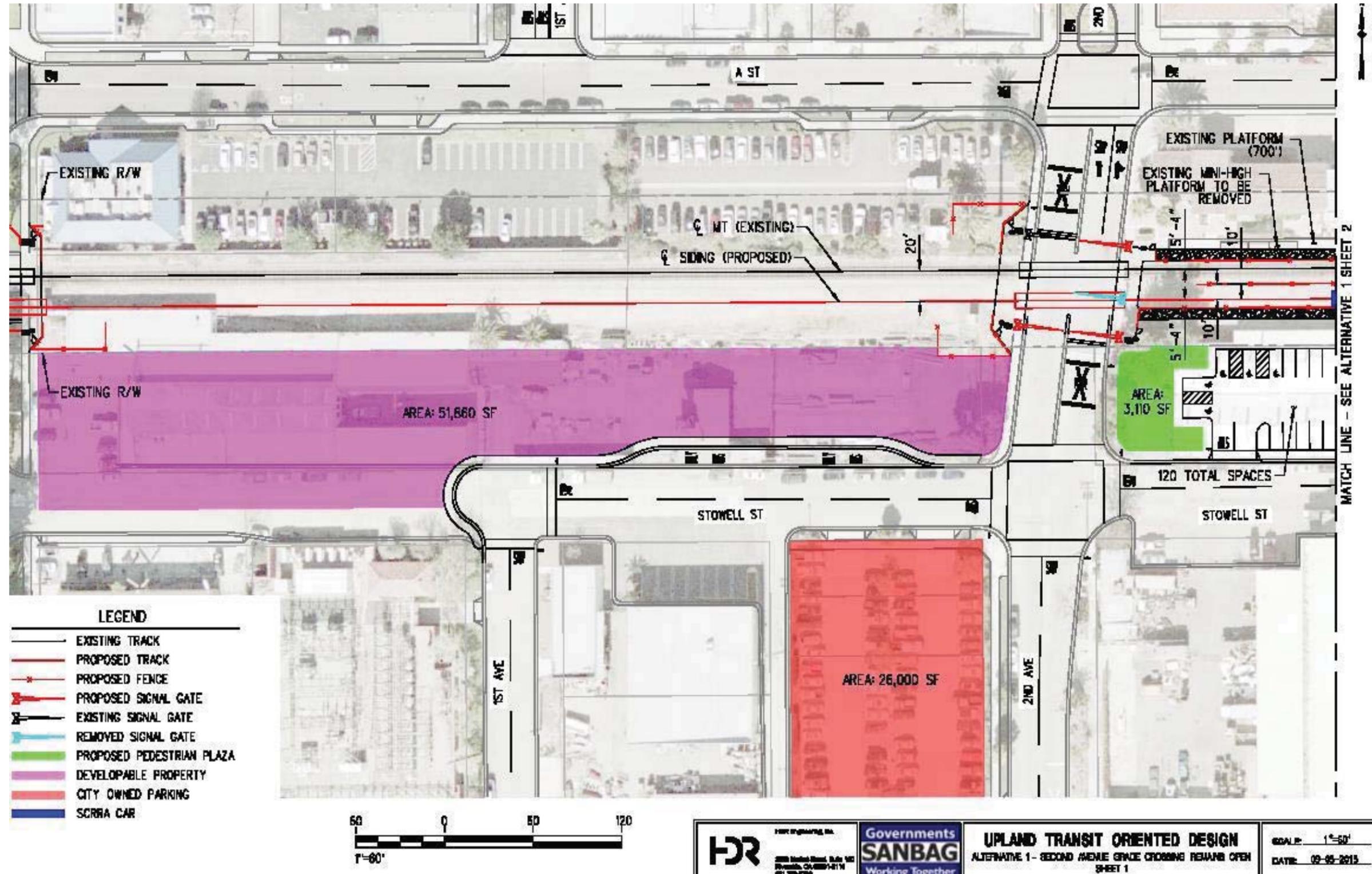
The analysis determined that there will be significant ROW impacts either in the downtown area if the Gold Line tracks are on the north side of the Metrolink tracks. If the Gold Line tracks are on the south side of the Metrolink tracks, both SANBAG properties would be impacted, leaving them undevelopable. Even with two Metrolink tracks, instead of three, Gold Line double tracks will have significant ROW impacts regardless of whether they are planned along the north or south side of the Metrolink tracks. With that in mind, land use alternatives only considered double tracking of Metrolink tracks and no Gold Line tracks through the Upland station area.

Descriptions of Alternatives

Three land use alternatives were developed by the study team in consultation with the PDT, and are presented in Figures **ES.7** through **ES.12**.

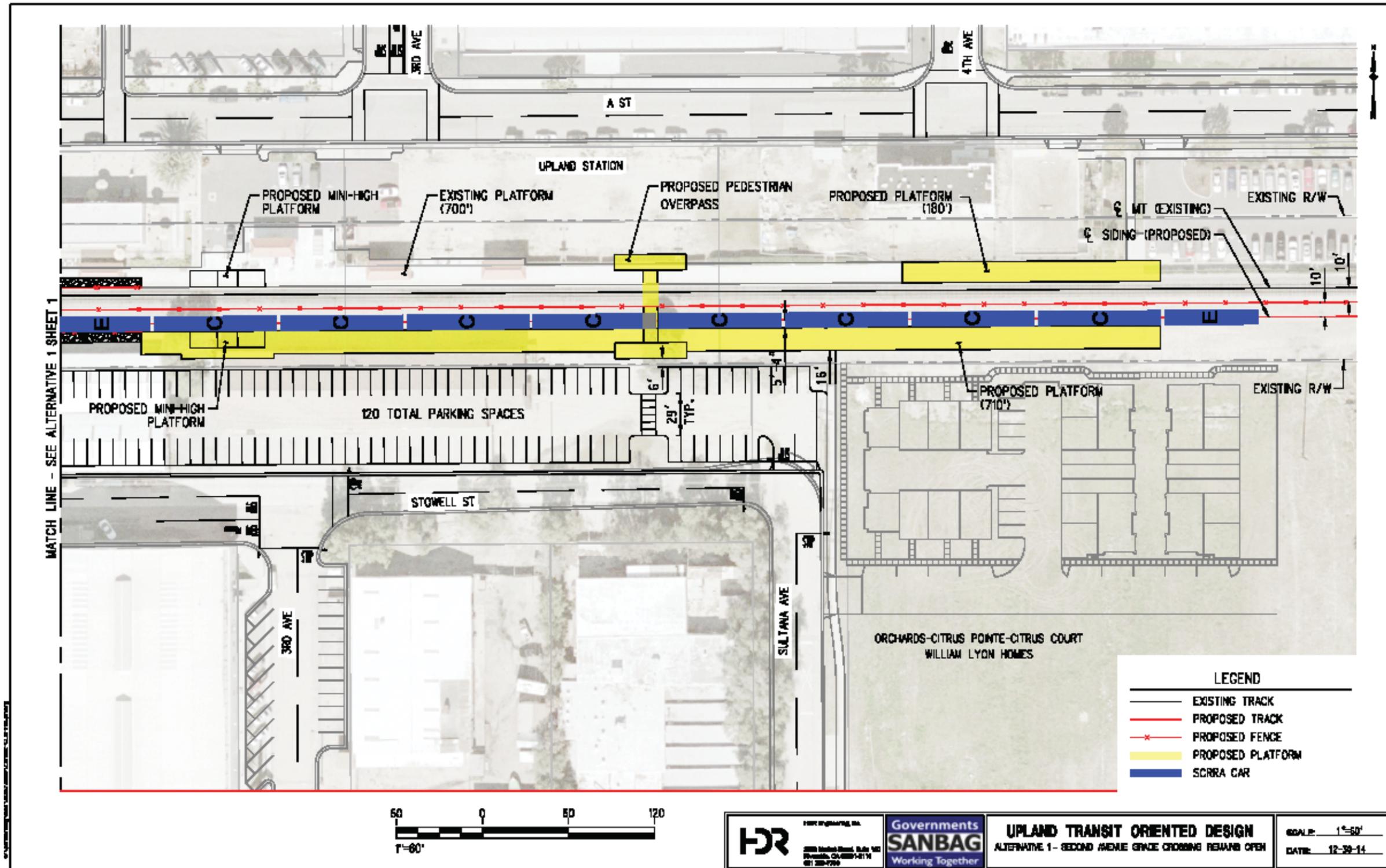
Alternative 1 proposes a mixed land use development on the west SANBAG parcel (property #2) and possibly on the existing Metrolink parking lot that is located on the southwest corner of 2nd Avenue and Stowell Street and owned by the City of Upland. The development calls for a total of 77,860 square feet of developable land. A surface parking lot and 3,110 square foot pedestrian plaza is proposed on the east SANBAG parcel (property #1).

Figure ES.7: Alternative 1 Layout (1 of 2)



Source: HDR

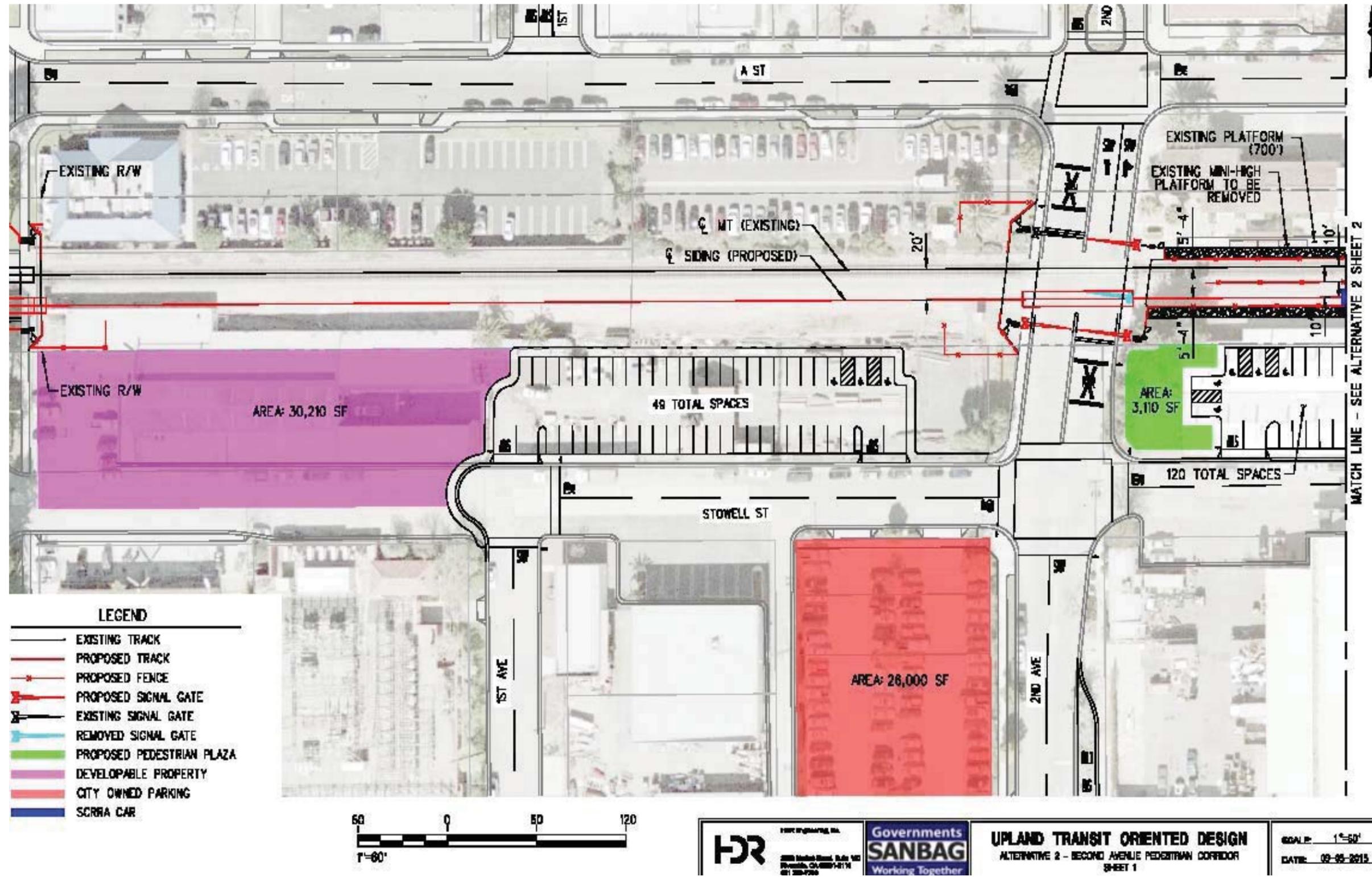
Figure ES.8: Alternative 1 Layout (2 of 2)



Source: HDR

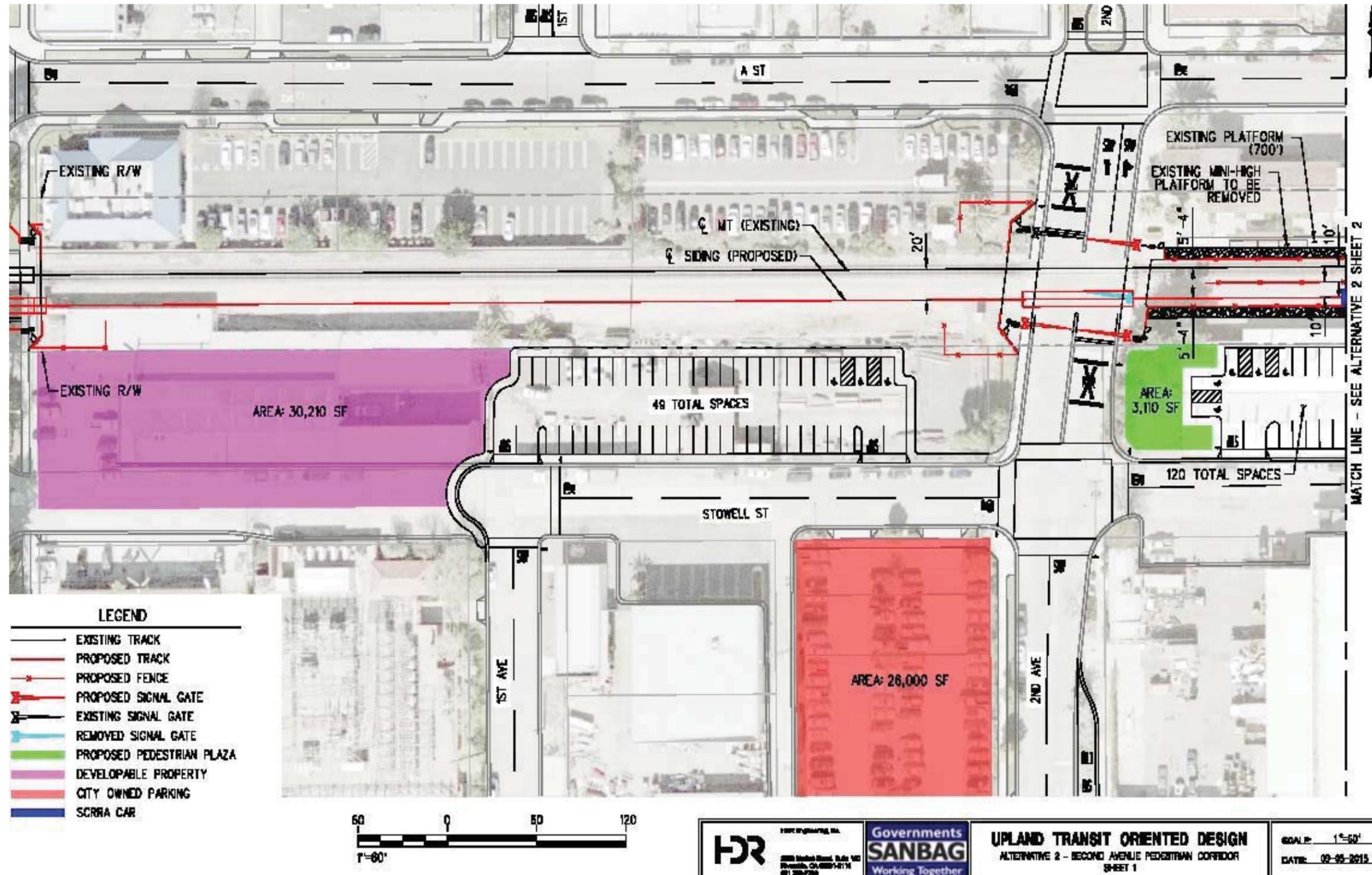
<p>HDR INCORPORATED 2000 Lakeside Blvd, Suite 100 Irvine, CA 92614-2174 (949) 251-7200</p>	<p>Governments SANBAG Working Together</p>	<p>UPLAND TRANSIT ORIENTED DESIGN ALTERNATIVE 1 - SECOND AVENUE GRADE CROSSING REMAINS OPEN</p>		<p>SCALE: 1"=50'</p>
		<p>DATE: 12-22-14</p>		

Figure ES.9: Alternative 2 Layout (1 of 2)



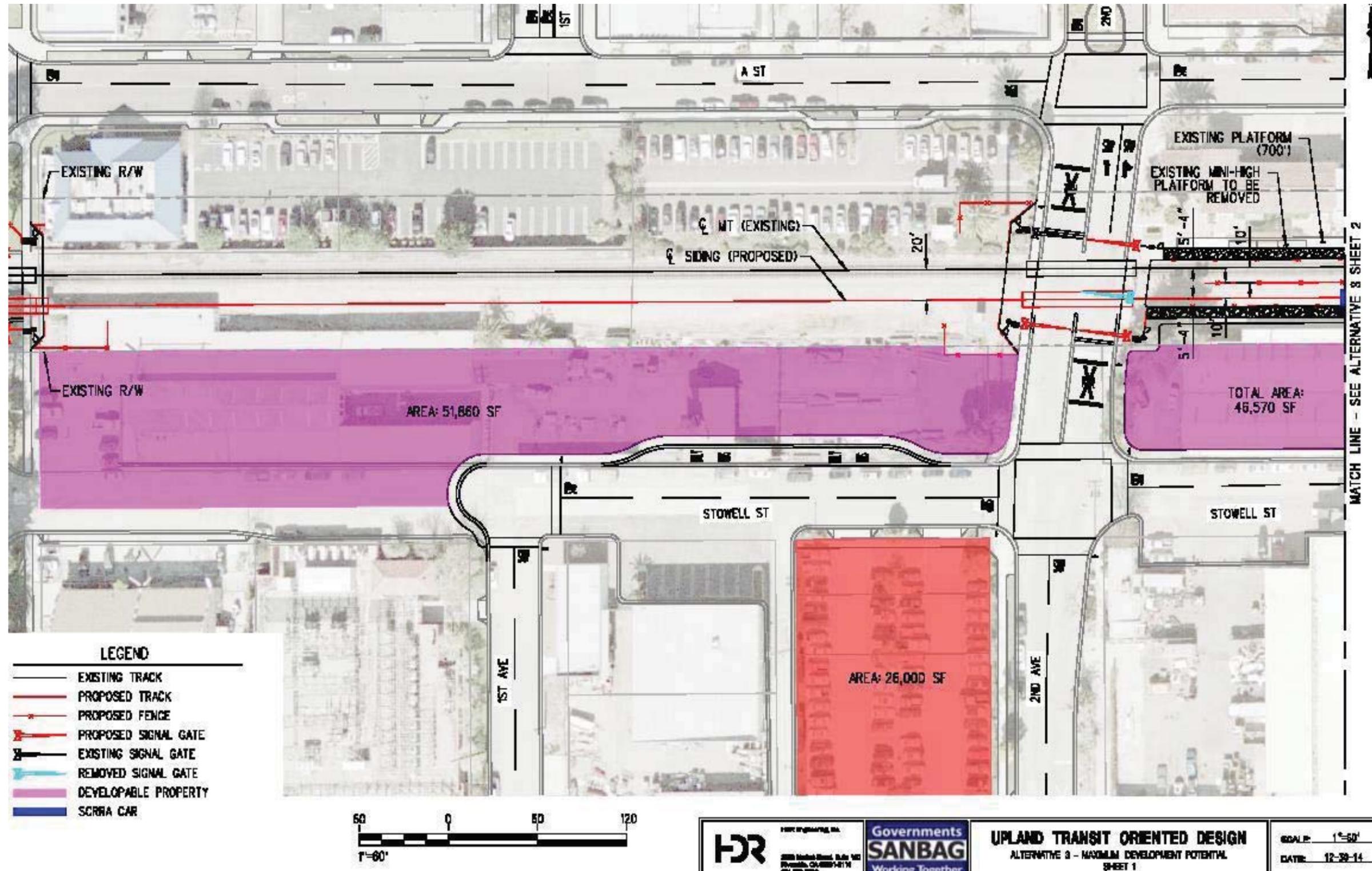
Source: HDR

Figure ES.10: Alternative 2 Layout (2 of 2)



Source: HDR

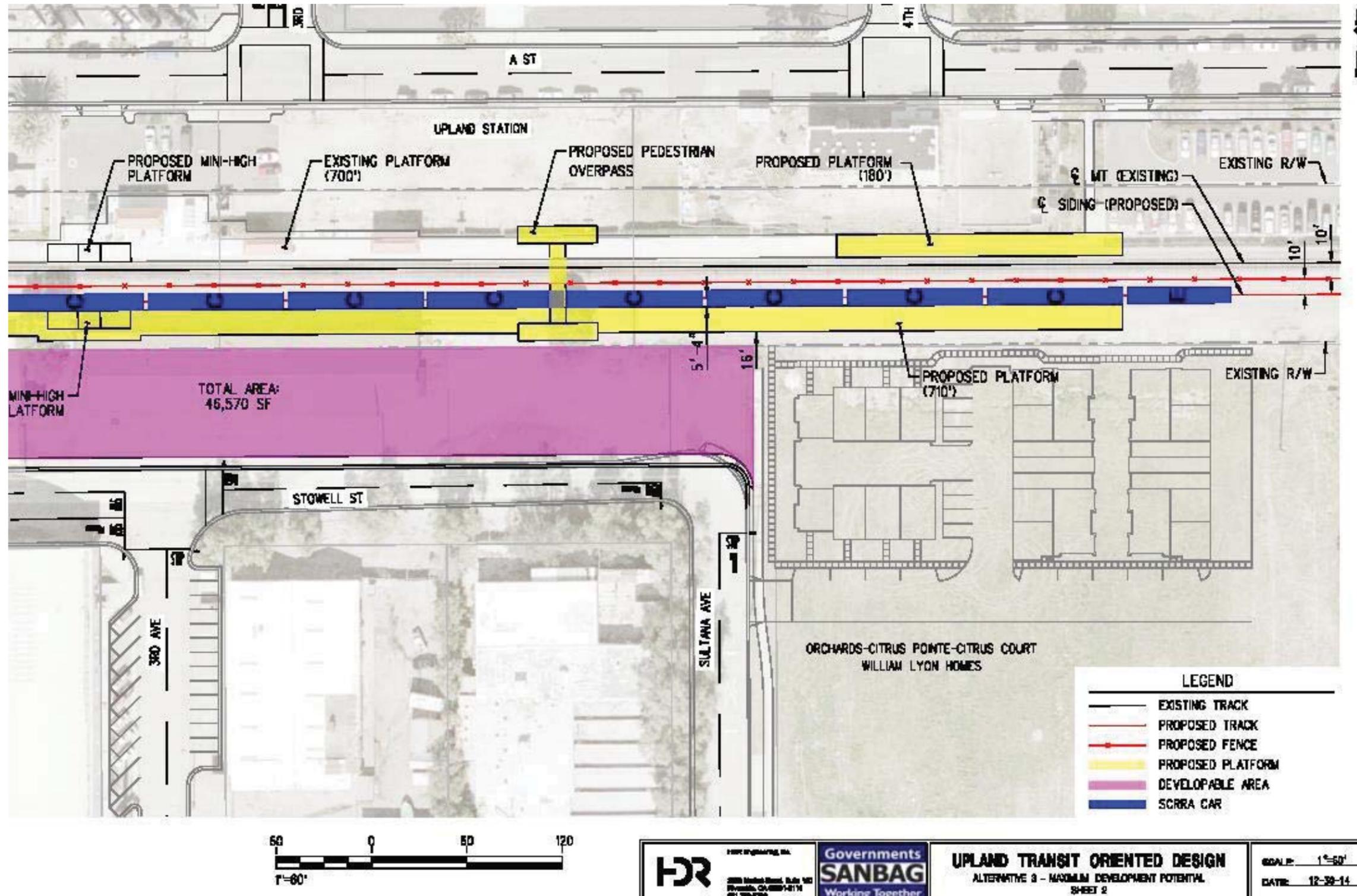
Figure ES.11: Alternative 3 Layout (1 of 2)



Source: HDR

Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland

Figure ES.12: Alternative 3 Layout (2 of 2)



Source: HDR

In Alternative 2, property #2 is partially developed into a mixed land use, while the remainder of the parcel and entirety of property #1 is a proposed parking lot with more parking spaces than Alternative 1. This alternative proposes a total of 56,210 square feet of developable land. A surface parking lot and 3,110 square foot pedestrian plaza, similar to Alternative 1, is proposed on the east SANBAG parcel (property #1).

Alternative 3 consists of developing both parcels #1 and #2, along with the existing city owned Metrolink parking lot. This alternative provides a total of 124,430 square feet of developable land, but eliminates the existing 67 parking spaces dedicated to the Metrolink Station. No pedestrian plaza is proposed.

Proposed Project features common to all three alternatives include the following:

- Two bus bays for OmniTrans future direct service to the Upland Station. For Alternatives 1 and 3, these bays are proposed along Stowell Street, between 1st Avenue and 2nd Avenue, while for Alternative 2, these bus bays are proposed along 2nd Avenue, south of Stowell Street.
- Half of Stowell Street right-of-way (ROW), west of 1st Avenue is to be included within SANBAG parcel #2 for development.
- Station improvements of a new south platform and an extension of the existing north platform to accommodate Metrolink trains with eight cars and two locomotives (this could be a stand alone project or can be included as part of the development of the SANBAG parcels).
- A pedestrian overpass bridge to facilitate safe crossing of railroad tracks (this could be a stand alone project or can be included as part of the development of the SANBAG parcels).

ES.5. Circulation Patterns

A robust multimodal transportation network includes transit and auto connectivity, parking, bike and pedestrian connections and is an essential consideration as development grows.

Review of Transportation Plans

This study drew upon previous planning work conducted in the study area to combine planned and proposed improvements, present possible transportation network scenarios adjacent to the Upland Metrolink Station, and identify strategies to be responsive to the changes in land use. Recommendations and strategies taken from these plans were analyzed within two time periods: Existing (2014-2015) and Short Term (2020). The following is a listing of the previous plans that are referenced in this analysis.

- San Bernardino Associated Governments The ARRIVE Corridor Existing Conditions Report, August 2014
- San Bernardino County Long Range Transit plan Interim Draft Report (LRTP), October 2009
- San Bernardino Associated Governments Access to Transit (ATT), November 2012
- San Bernardino County Non-Motorized Transportation Plan (NMTP), May 2014
- Omnitrans System-wide Transit Corridor Plan for the San Bernardino Valley (TCP), October 2010
- OmniCONNECTS – Omnitrans FY2015 – 2020 Short-Range Transit Plan (SRTP), 2014

Existing Conditions Analysis

Existing year conditions includes the current land use and transportation network near the Upland Metrolink Station, as well as planned solutions that are underway or will occur in the next year (2015).

The analysis assumes all planned development is in place. This development will affect the transportation network by adding more auto trips in the study area. Based on the existing levels of service on roads near the Upland Metrolink Station, there is significant capacity available before the roadways would be considered congested. Even with the additional development approved, the existing roadway capacity is sufficient to handle the trips.

The transit services in the study area include Metrolink and Omnitrans Routes 63, 68, and 83. Due to the modest levels of planned development, and a decrease in Metrolink service that took effect in October, 2014, under the Existing condition, only minor changes to the transit network are proposed. Current ridership on the three Omnitrans lines does not make it operationally feasible for Omnitrans to serve the Upland Metrolink Station directly.

It is assumed that development and increased Metrolink ridership, the major contributors towards increases in parking demand, will not occur under the Existing condition.

Near Term Analysis

A description of near term conditions roughly covers the period of time 2015-2020.

At a coordination meeting with Omnitrans staff, it was determined that Omnitrans could possibly reroute Route 83 to serve the Metrolink Station in the future, if ridership levels warrants the service. Key factors in establishing sufficient ridership are developing a significant density of transit oriented land uses within a short walking distance; particularly land uses that Omnitrans thinks would use the bus network for access.

For this study, 2nd Avenue remains as a through street, serving as a direct access from I-10 to the SANBAG properties as well as the downtown. Since safety is of paramount importance when considering changes to the roadway network in and around railroad tracks, in the future if railroad activities and ridership at the Upland station significantly increases, 2nd Avenue may be recommended for closure to augment safety measures at this crossing.

A significant amount of analysis was conducted to both establish existing parking supply and estimate future parking needs based on future land development patterns. While the existing parking supply adequately serves the Downtown community, future development and increased Metrolink ridership may cause a shortage of parking. In the event that neither increased on-street nor shared parking arrangements provide sufficient parking capacity for the future levels of demand, the final option is to construct a new parking structure. This option is considered a last resort because it is preferable that available land be allocated to development.

ES.6. Environmental Analysis

The environmental constraints analysis provided a high level, desktop constrained evaluation of the three alternative scenarios currently under consideration by SANBAG and the City of Upland. This evaluation provides a conceptual and land use constraints analysis for future TOD along the Upland Metrolink Station. The main objective of this evaluation was to identify environmental "fatal flaws" for each alternative scenario with particular focus on biological and cultural resources.

Based on the findings of this analysis, no environmental fatal flaws were identified for any of the alternative scenarios that would otherwise preclude them from further consideration; however, each alternative possesses unique challenges. This evaluation will be need to supplemented at a later date once preliminary engineering becomes available in order to develop a project footprint (or area of potential effect) to allow for the completion of a more detailed environmental analysis of the alternative scenario selected for further consideration.

It is anticipated that improvements associated with the Metrolink Upland Station (e.g. platform extensions, station modernization) could be cleared under a Statutory Exemption per California Environmental Quality Act (CEQA) Guidelines Section 15275 Specific Mass Transit Projects, which states:

CEQA does not apply to the following mass transit projects:

- The institution or increase of passenger or commuter service on rail lines or high-occupancy vehicle lanes already in use, including the modernization of existing stations and parking facilities;

- Facility extensions not to exceed four miles in length which are required for transfer of passengers from or to exclusive public mass transit guideway or busway public transit services.

While the station improvements currently contemplated may be cleared with a Statutory Exemption, the development of either or both of the SANBAG properties would require further assessment under CEQA. The level of CEQA document (e.g. Initial Study versus Environmental Impact Report) needed for the development of the properties would be determined once a more defined project footprint and development scenario is identified.

ES.7. Funding and Financial Analysis

There are two recently-enacted funding programs in California that could be used to implement the land use concepts described in the HDUSP and those developed in this study for the Upland Metrolink Station area:

- SB 628 Enhanced Infrastructure Financing Districts (EIFD)
- SB 862 Affordable Housing and Sustainable Communities (AHSC) Program.

The financial analysis was focused on EIFDs and the AHSC program because both are new opportunities to fund TOD-related infrastructure improvements.

Funding Programs

To implement the land use concepts around Upland Metrolink Station elaborated in this study, the City of Upland could focus on two recently-enacted, complimentary funding programs: 1) SB 628 EIFD, which allows cities limited use of tax increment financing (TIF) for local infrastructure projects and facilities; and 2) SB 862 AHSC Program, which provides grants for integrated affordable housing and transportation infrastructure projects that reduce greenhouse gas (GHG) emissions. While only cities or counties may be sponsors of EIFDs, the AHSC allows a broad range of (co)-applicants, including special districts and joint powers authorities.

This analysis provides an overview of each of these two programs as well as the revenue potential of a TIF-based EIFD, assuming that EIFD boundaries cover a one-half mile radius around the Upland Metrolink Station.

- A TIF-based EIFD would generate a cumulative cash flow of \$19.2 million to \$45.2 million (Year of Expenditure (YOE) dollars) over the first 20 years, with the range attributable to the level of new development and the participation of taxing entities in the EIFD.
- The estimated bonding capacity of a TIF-based EIFD over the maximum 45-year maturity period allowable under SB 628 ranges from \$11.8 million to \$27.1 million. The issuance of EIFD-backed debt would require approval of 55 percent of the voters located in the district.
- The upfront proceeds from a bond issuance could be leveraged with a grant from the AHSC program to accelerate implementation of a number of the high-priority infrastructure improvements identified in this study and the HDUSP, including the construction of a public parking garage for Metrolink commuters.
- There are two project prototypes eligible to be funded under the AHSC program; however, the Metrolink Upland Station area would only be eligible for one of these, the Integrated Connectivity Project (ICP) category, with a maximum grant award of \$8 million.
- If the City were to partner with a private developer for an AHSC program grant, it could leverage a number of publicly-owned parcels in the vicinity of the Upland Metrolink Station area to subsidize construction of new housing units or adaptively reuse existing non-residential structures, such as the historic packing houses located along A Street.
- Upland's historic downtown ranks in the top 10 percent of Census tracts identified by the California Environmental Protection Agency (CalEPA) as "disadvantaged," meaning that any ICP Project proposed around the Upland Metrolink Station would qualify for the 50 percent program set-aside for disadvantaged communities under the AHSC program.

- Starting in Fiscal Year (FY) 15/16, the AHSC program will be funded on an ongoing basis with 20 percent of cap-and-trade auction revenue proceeds. As such, it will generate anywhere from \$250 million to \$1 billion annually through FY 2020, according to the California Legislative Analyst's Office (LAO) and independent estimates.
- The AHSC program can be expected to fund at least 30 projects statewide per year assuming the low estimate for future cap-and-trade auction revenue, and possibly over 100 projects per year assuming the high revenue estimate.

Financial Analysis for TOD

Three alternatives for use of the SANBAG-owned sites set aside different portions of the parcel for private development and station-related uses. For each of the alternatives, using prevailing construction costs and market values for residential properties in the City of Upland, the analysis assessed the financial feasibility of three different residential building typologies, each of which is capable of accommodating increasing levels of residential density:

- single-family attached townhomes at 20 dwelling units (DU) per acre (AC);
- podium construction at 35 DU per acre; and
- wrap apartments at 46 DU per acre.

The residual land value for the three alternatives was calculated at the above range of development densities, as summarized below in **Table ES.1**.

For the podium construction and wrap apartment building typologies, per-square foot development costs exceed the per-square foot capitalized market value, resulting in a negative residual land value and indicating that these development intensities are not yet feasible in the Upland market. Current rent levels/sale prices per square foot in Upland do appear to support the development of single-family attached townhomes, at a density of 20 units per acre. The analysis estimates that the residual land value of the SANBAG-owned sites under a townhome configuration ranges from \$2.3 million to \$7.1 million, depending on the site alternative. This range represents the maximum amount that a developer could afford to pay for the land at the specified density level. Conversely, a negative value indicates the subsidy that would be required to underwrite development.

Table ES.1: Residual Land Values, by Alternative

		Alternative 1	Alternative 2	Alternative 3
Parcel Area (SF)		51,140	32,305	99,370
Building Typology	Typical DU/AC	Residual Land Value		
<i>Townhomes</i>	20	\$3,696,000	\$2,310,000	\$7,084,000
<i>Podium</i>	35	(\$968,000)	(\$541,000)	(\$1,802,000)
<i>Wrap Apartments</i>	46	(\$4,130,000)	(\$2,249,000)	(\$8,186,000)

Source: HDR

ES.8. Grade Crossings and Quiet Zones

The term "Quiet Zone" (QZ) refers to a segment of a railroad line that has one or more consecutive public highway-rail crossings at which locomotive horns are not routinely sounded. However, when a locomotive engineer perceives a dangerous condition, such as trespassers on the railroad or a car stopped on the tracks, he or she can use the locomotive horn at their discretion. Railroad construction activities within a QZ require the locomotive engineer to sound the train horn as an added safety measure. Under normal conditions within the QZ, train horns will not be used. Trains entering a station are required to sound a bell as the train moves adjacent to the platform. The requirement for trains to use their bell within the station area remains once a QZ is established.

QZ Approval Process

Establishment of a QZ is a City-initiated process. The City would need to obtain approval from the Southern California Regional Rail Authority (SCRRA), the California Public Utilities Commission (CPUC), and the Federal Railroad Administration (FRA). An existing conditions analysis was performed at the City’s five grade crossings to determine the feasibility of a QZ. Determination of the feasibility of a proposed QZ relies on two basic parameters: Risk Index and Safety Measures. The term “risk index” refers to the predicted cost to society of casualties that are expected to result from collisions at an individual crossing.

There are two categories of safety measures that can be implemented to establish a quiet zone:

- Supplemental Safety Measures (SSM)
 - SSMs are engineering improvements which, when installed at highway-rail grade crossings within a quiet zone, would reduce the risk of a collision at the crossing.
- Alternative Safety Measures (ASM)
 - ASMs are a safety system or procedure provided by the appropriate traffic control authority which, after individual review and analysis, is determined by the FRA to be an effective substitute for the locomotive horn at specific highway-rail grade crossings.

QZ Implementation Scenarios

Although this study assumes that 2nd Avenue will remain open, the SSM alternatives included scenarios where 2nd Avenue is permanently closed, in case in the future FRA mandates closure of this grade crossing based on safety issues and vehicular volumes.

Key considerations in identifying the QZ implementation scenarios were:

- How many crossings to include?
- What SSMs are most appropriate or feasible at each crossing?2nd

Table ES.2 presents the summary of findings for SSM implementation scenarios.

Table ES.2: Summary of SSM Implementation Scenarios

Scenario	Description	Campus Avenue	2nd Avenue	Euclid Avenue (SR 83)	San Antonio Avenue	Mountain Avenue
1	HDUSPA Crossings, 2nd Avenue. Closed	✓	✓	✓	○	○
2	HDUSPA Crossings, 2nd Avenue. Open	✓	✓	✓	○	○
3	Citywide Quiet Zone, 2nd Avenue. Closed	✓	✓	✓	✓	✓
4	Citywide Quiet Zone, 2nd Avenue. Open	✓	✓	✓	✓	✓

Legend
 ✓ Crossing included in Quiet Zone
 ○ Crossing not included in Quiet Zone

Source: HDR

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QZ Conceptual Cost Estimate

Table ES.3 presents estimated costs for each SSM implementation scenario. Based on existing site characteristics, SSMs were selected for each crossing. The SSM number (No.) represents proposed SSM installations at specific crossings within each quiet zone scenario: SSM No. 1 indicates permanent closure; SSM No. 6 is a four-quadrant gate installation and SSM No. 13 raised medians extending a minimum of 100 ft. from the crossing gate arms.

Table ES.3: Estimated Costs for Each SSM Implementation Scenario

Street	SSM Scenario 1- Historic District Crossings Only, 2 nd Avenue Remains Open		SSM Scenario 2- Historic District Crossings Only, Permanently Close 2 nd Avenue		SSM Scenario 3- Citywide Quiet Zone, 2 nd Avenue Remains open		SSM Scenario 4- Citywide Quiet Zone, Permanently Close 2 nd Avenue	
	SSM No.	Estimated Cost	SSM No.	Estimated Cost	SSM No.	Estimated Cost	SSM No.	Estimated Cost
Campus Avenue	6	\$1,440,000	6	\$1,440,000	6	\$1,440,000	6	\$1,440,000
2 nd Avenue	6	\$1,440,000	1	\$100,000	6	\$1,440,000	1	\$100,000
Euclid Avenue (SR 83)	13	\$480,000	13	\$480,000	13	\$480,000	13	\$480,000
San Antonio Avenue					6	\$1,440,000	6	\$1,440,000
Mountain Avenue					13	\$480,000	13	\$480,000
Total		\$3,360,000		\$2,020,000		\$5,280,000		\$3,940,000

Source: HDR

QZ Implementation

The FRA and SCRRRA each have guidelines and procedures for implementation of a QZ. In summary, the next steps of the QZ implementation process contain the following items:

- Fund the project
- Engineering design
- Obtain CPUC approval
- Submit a Notice of Intent to Create a Quiet Zone
- Construct crossing improvements
- Provide Notice of Quiet Zone Establishment

ES.9. Project Option and Implementation

The PDT established project principles in order to evaluate planning issues and the circulation, environmental, funding, and rail corridor crossing issues. The outcomes of these evaluations led to the development of the Project design alternatives and identification of several major planning preferences. The PDT's major planning preferences regarding the Project's regional rail corridor components, along with current and potential financial feasibilities of the Project's TOD component, greatly influence planning options. Planning options that coordinate optimal implementation of the rail transit and rail corridor facilities as well as the development feasibility of the TOD sites are best expressed in a basic order that recognizes project principles, a logical sequence, likely timing, and optimal implementation of possible actions to further each part of the Project. This basic order is presented in the **Table ES.4**.

Based on the financial analysis, Alternatives 1 and 3 were recommended to be moved forward.

Table ES.4: Planning Options Summary

Project Principles for Development	Rail Corridor Facilities & Bus service Planning Options	TOD Sites Development Planning Options	Likely Timing	Logical Sequence	Optimal Implementation	Lead Agency or Agencies
The site's proposed site plan is compatible with planned improvements to the rail corridor and station.	Additional track		When track capacity is reached and the project is funded	Same as Likely Timing	Just prior to capacity need and with external funding Before TOD development on SANBAG sites due to construction staging and land use compatibility	SANBAG, Metrolink, SCAG, FTA
The site's proposed site plan is compatible with planned improvements to the rail corridor and station.	Additional station platform and passenger connection		When Metrolink passenger capacity dictates and the project is funded	Same as Likely Timing	Just prior to capacity need and with external funding Before TOD development on SANBAG sites due to construction staging and land use compatibility	SANBAG, Metrolink, SCAG, FTA
1. The site's proposed land use will support the Vision of the Historic Downtown Upland Specific Plan and development of a walkable and transit-oriented downtown around the Upland Metrolink Station. 2. The City of Upland will update adopted plans and zoning to incorporate this study's land use and circulation plan recommendations.	Bus Route 83 re-routing and bus stop		When Omnitrans determines sufficient bus ridership warrants	Most likely in next 10-20 years with HDUSP implemented and sufficient TOD land use surrounding the Metrolink	As soon as justified by bus ridership demand	City leads developing sufficient TOD to create bus ridership demand. Omnitrans to implement re-routing and bus stop.
1. SANBAG will assist the City in pursuing implementation of a Quiet Zone through the area if possible. 2. The City of Upland will update adopted plans and zoning to incorporate this study's land use and circulation plan recommendations.	Quiet Zone improvements		Several years	When City has funded design and construction	City funding program established as soon as possible to allow existing/future surrounding land use to contribute Construction coordinated with and concurrent or after rail corridor double tracking and double platform construction	City leads in applying for Quiet Zone improvements. CPUC, FRA, SANBAG, Metrolink will be involved.
Not applicable, as this would be a transportation safety issue	Maintaining safety of City 2 nd Avenue Crossing of the Rail Corridor		When required by rail safety requirements	Crossing accidents or changes in the rail corridor may trigger safety improvements		City and SANBAG, CPUC, FRA
The City of Upland and SANBAG will collaborate in order to minimize public costs while achieving the goal of privately-developed transit-oriented development for the sites.		Interim uses on SANBAG TOD sites to help fund TOD feasibility	When request for interim use is received by SANBAG	After SANBAG has defined any rail corridor uses for the sites	After the Project analysis is accepted by SANBAG, and SANBAG has defined any rail corridor uses for the sites	SANBAG
Not applicable, as this would be a SANBAG policy		Define SANBAG land use policy	When SANBAG receives sufficient requests for lease/sale of their land resource	Needed prior to definition of minimum required Return on Investment (ROI)	As soon as possible. A land use policy will define how SANBAG land is planned, managed and under what situations is available for private use	SANBAG
Not applicable, as this would be a SANBAG policy		Define the minimum desired ROI based on surrounding market values for lease/sale of SANBAG land	When SANBAG receives sufficient requests for lease/sale of their land resources	Needed prior to RFP preparation to inform proposers of the minimum required ROI	As soon as possible. An ROI Threshold policy for SANBAG land leases or sales will allow SANBAG to quickly respond to developer inquiries and determine when an RFP will likely be prepared	SANBAG
1. The site's proposed land use and development pattern/intensity is consistent with adopted plans and zoning, or the City of Upland will be able to update the adopted plans and zoning to incorporate the selected Project site plan. 2. The City will provide as much conceptual entitlement approval as practical within the bounds of the Project scope to promote SANBAG's implementation of an RFP for development of the sites.		Prepare RFP for TOD development	Possibly in next 10-15 years when TOD demand and land values increase	Pre-RFP coordination to define or pre-approve allowed development to advance City goals and reduce developer entitlement risk	The Logical Sequence, and when land values are higher and allow TOD development more consistent with the City HDUSP	SANBAG

Attachment: Upland-LandUseConstraint-DraftFinalReport-ExecSmry022316 (2461 : SANBAG-Owned Properties Adjacent to the Upland

SANBAG – Upland Strategies

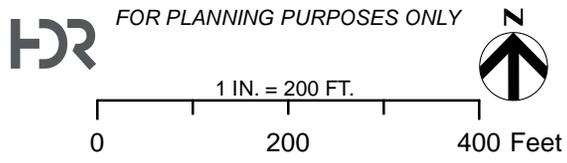
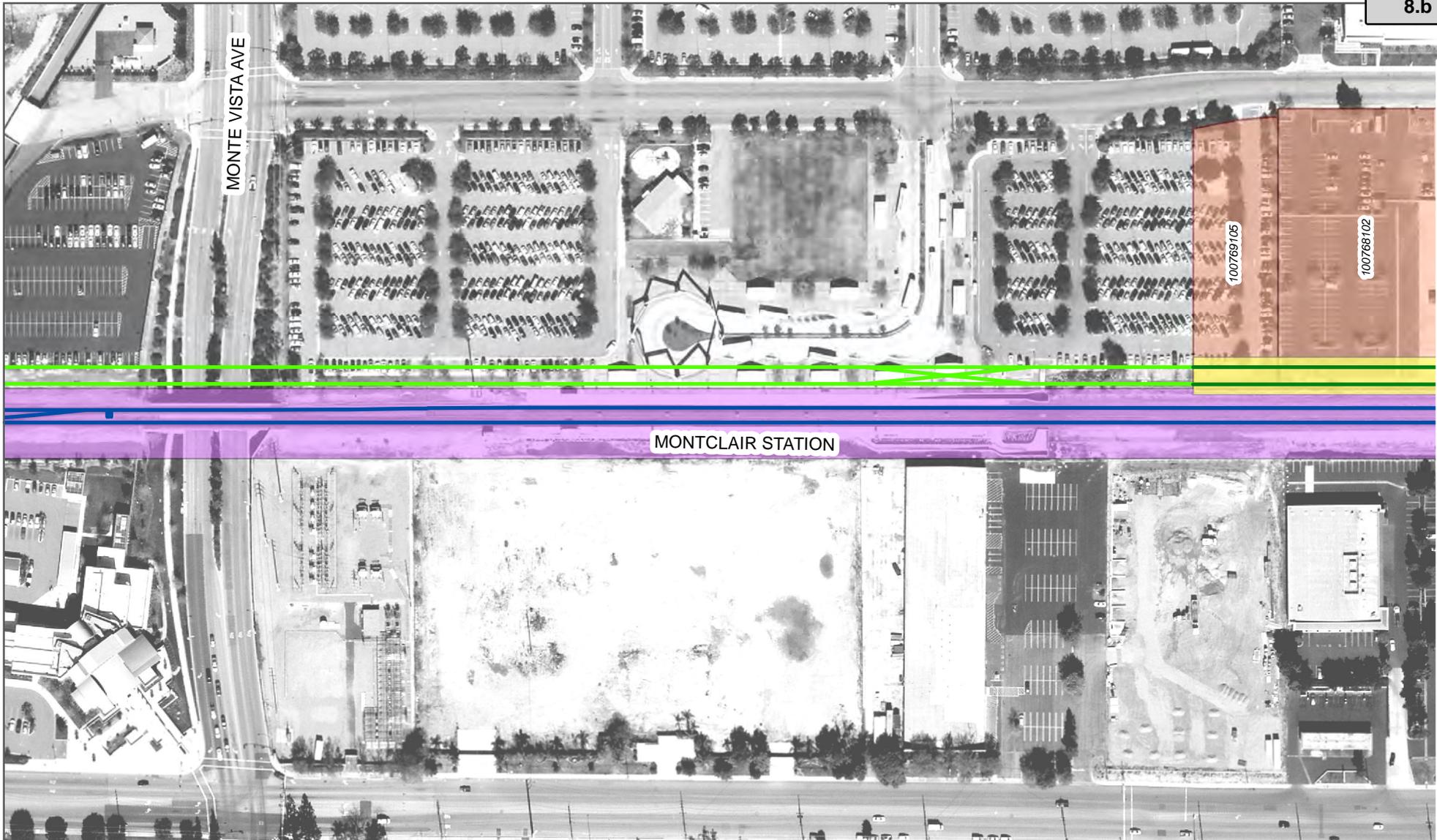
The City and SANBAG can together collaborate in a variety of ways to most effectively implement the project. Key basic areas of collaboration include:

- Incorporating agreements, procedures and coordinated timing to minimize both City and SANBAG project costs while maintaining project performance and quality goals
- Updating adopted plans, regulations and capital projects to incorporate the project and coordinate actions
- Providing as much conceptual entitlement approval as practical
- SANBAG assisting the City in pursuing implementation of a QZ if possible

Implementation

The key and most fundamental land use implementation feature is the clear recognition, planning and regulatory support for transit and TOD. The Project is at the heart of the regional Metrolink transit system in Upland. The City of Upland's transit connectivity to the region and the region's transit connection to Upland are centered at around the Project, and enhancing the feasibility of both transit and the Project helps the City of Upland best benefit from this situation.

ATTACHMENT B-1
GOLD LINE EXTENTION BEYOND MONTCLAIR TRANSCENTER
SOUTH ALIGNMENT



LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to Ont
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

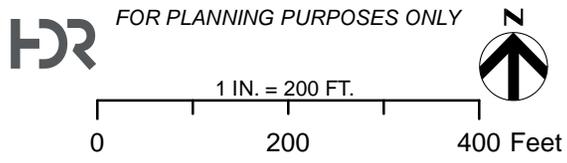
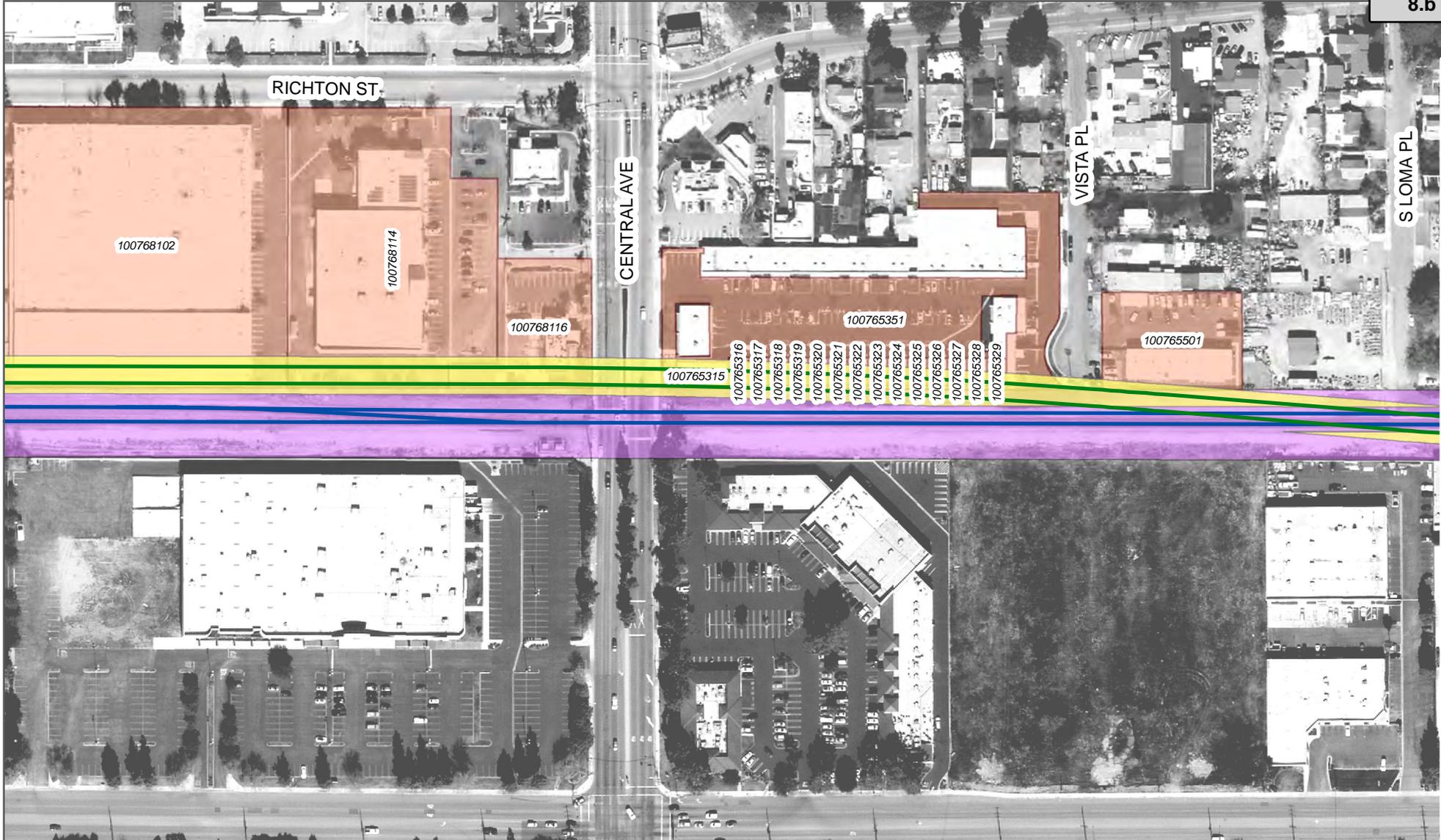


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EXHIBIT A
MAP 1 of 14

Attachment: GL-South-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



LEGEND

	Gold Line Extension to Montclair		Gold Line
	Gold Line Extension to ONT		Metrolink SB Line
	Metrolink San Bernardino Line		Parcel Impacts
			SANBAG Upland Parcels
			Flood Control Property

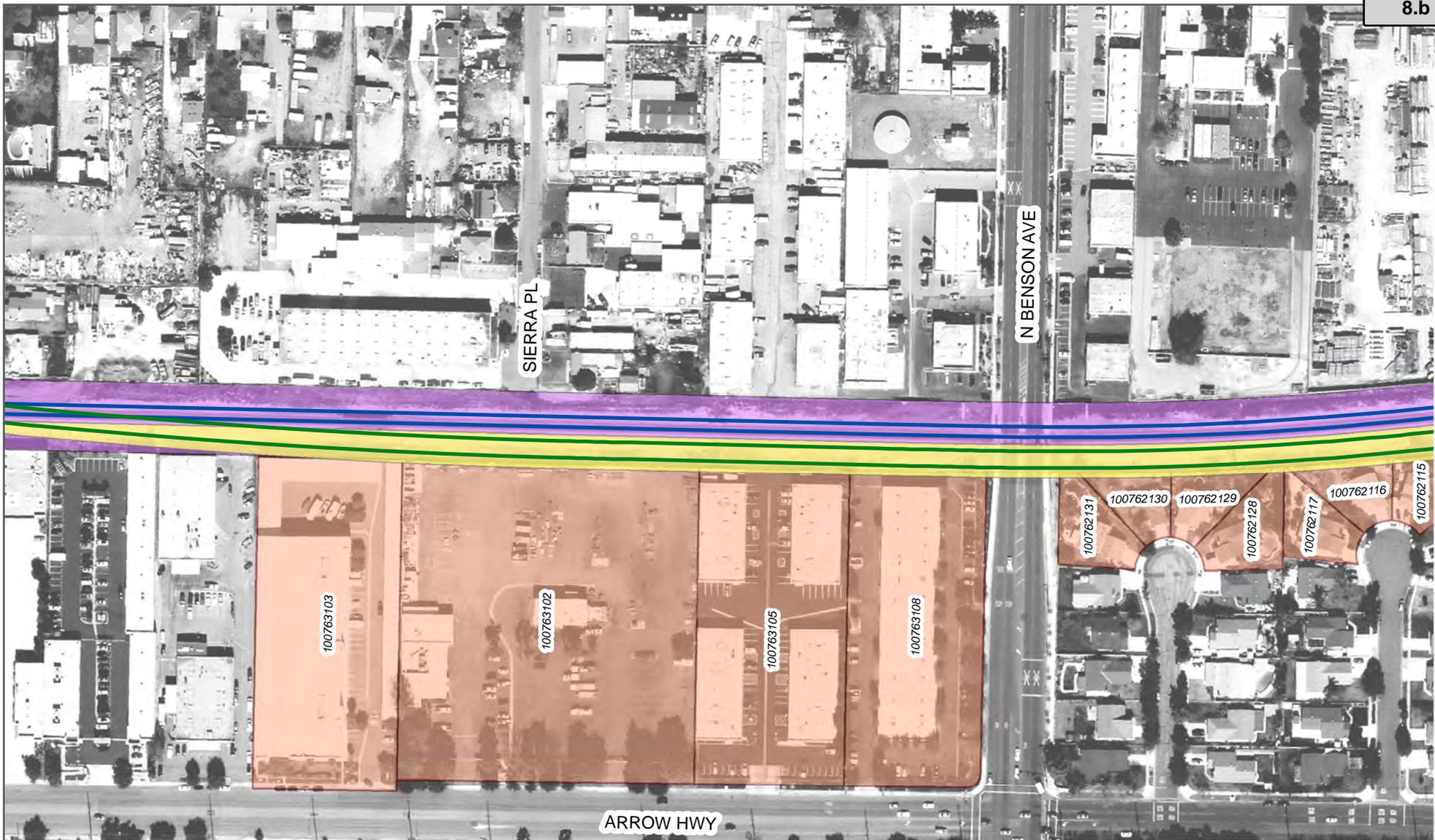
**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT A
MAP 2 of 14



HR FOR PLANNING PURPOSES ONLY

1 IN. = 200 FT.

0 200 400 Feet

N

LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to Ontario
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT A
MAP 3 of 14

Attachment: GL-South-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



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1 IN. = 200 FT.

0 200 400 Feet

N

LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT A
MAP 4 of 14

Attachment: GL-South-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



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1 IN. = 200 FT.

0 200 400 Feet

LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

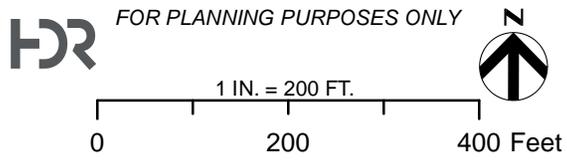


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EXHIBIT A
MAP 5 of 14

Attachment: GL-South-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



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LEGEND

- Gold Line
- Metrolink SB Line
- Parcel Impacts
- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- SANBAG Upland Parcels
- Metrolink San Bernardino Line
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

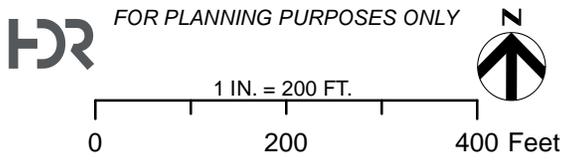


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EXHIBIT A
MAP 6 of 14

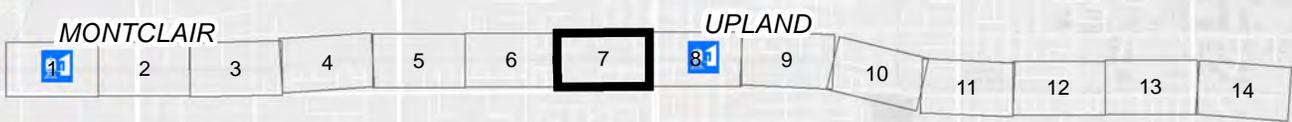
Attachment: GL-South-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to Ontario
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

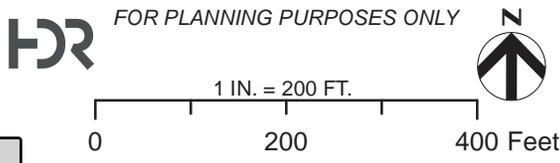


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EXHIBIT A
MAP 7 of 14

Attachment: GL-South-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



LEGEND	
	Gold Line Extension to ONT
	Metrolink San Bernardino Line
	Gold Line Extension to Montclair
	Gold Line
	Flood Control Property
	SANBAG Upland Parcels
	Parcel Impacts
	Metrolink SB Line

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS**



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MAP 8 of 14



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1 IN. = 200 FT.

0 200 400 Feet

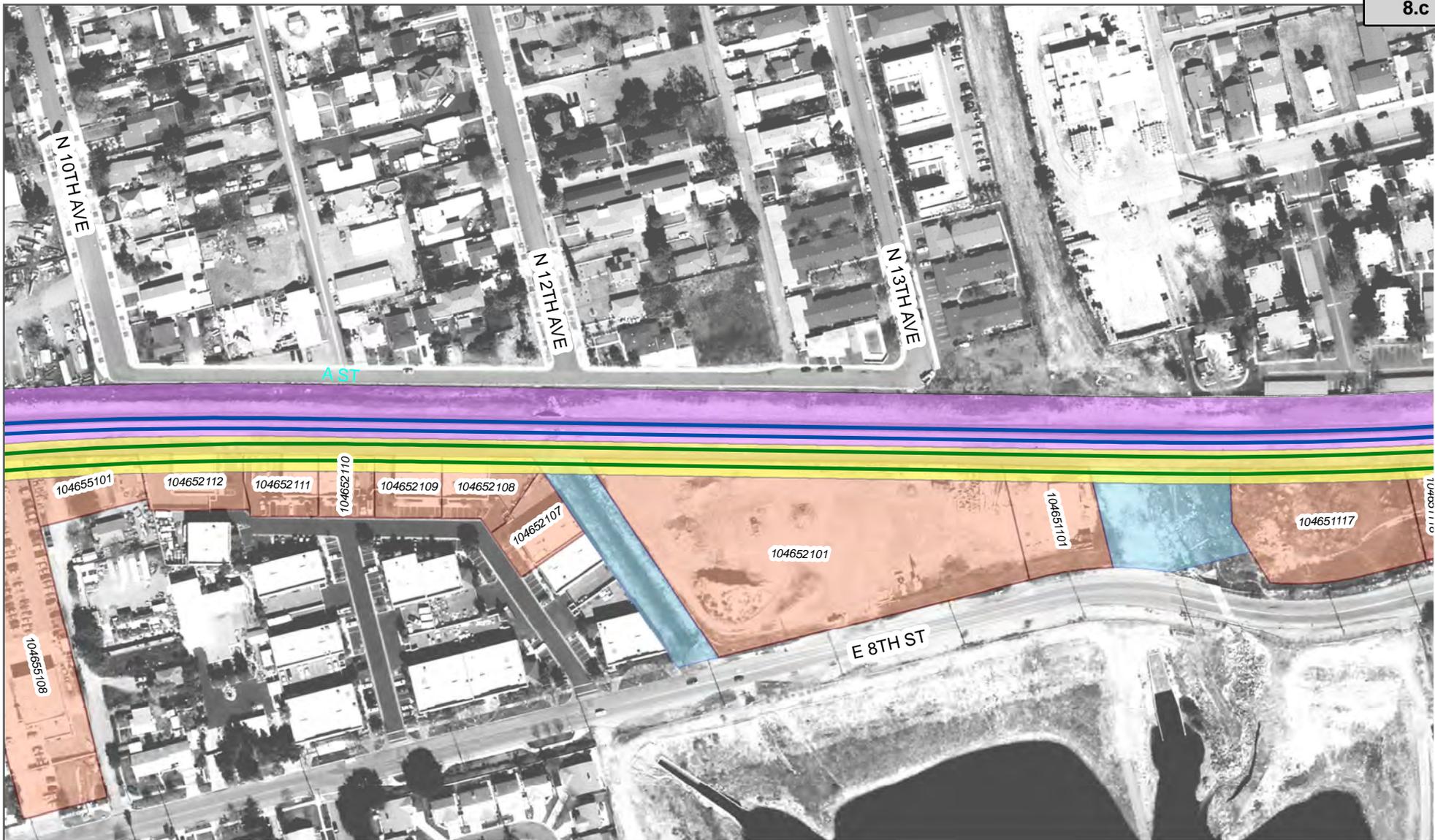
LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to Ontario
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



EXHIBIT A
MAP 9 of 14



HR FOR PLANNING PURPOSES ONLY

1 IN. = 200 FT.

0 200 400 Feet

LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

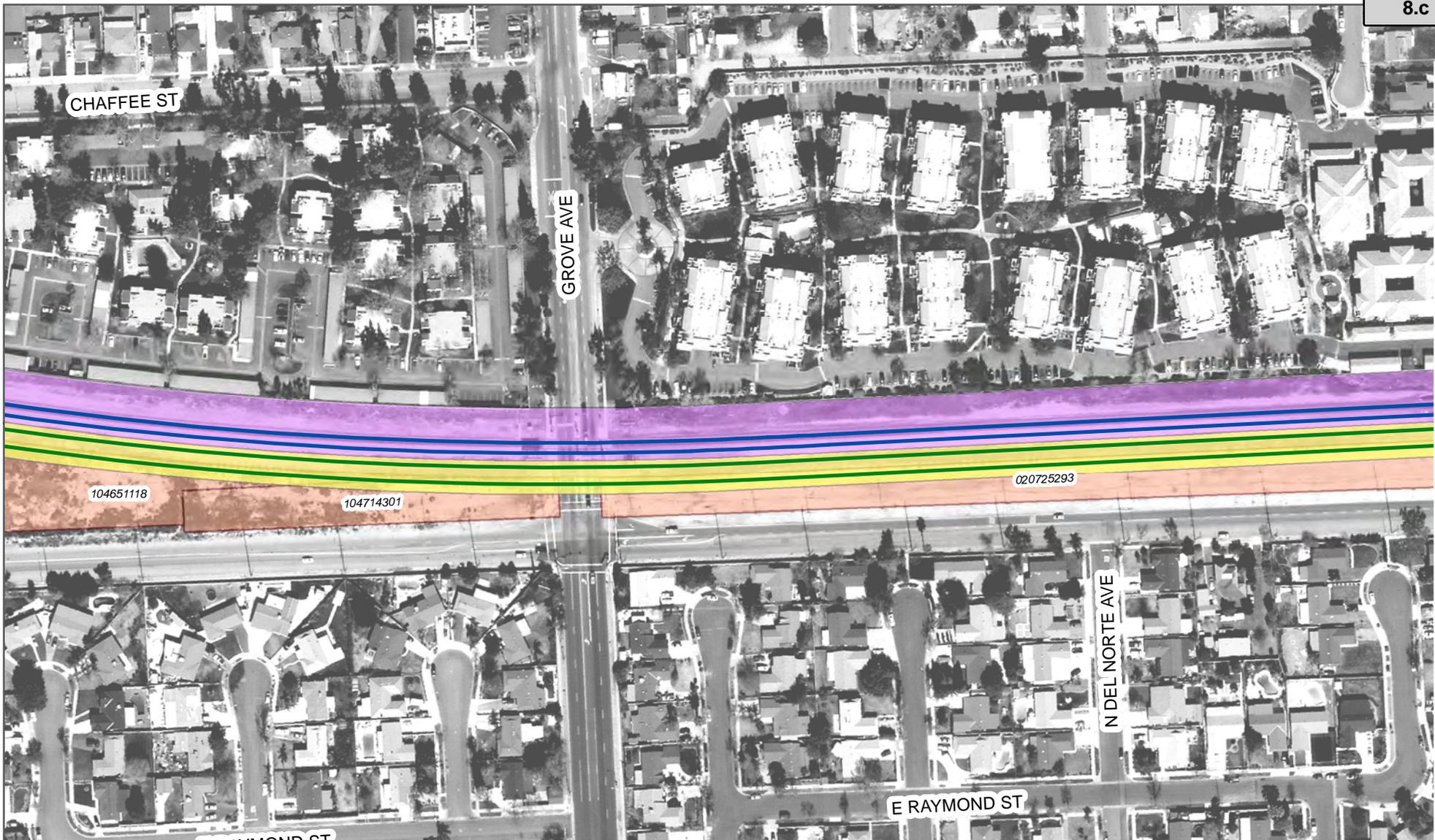


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EXHIBIT A
MAP 10 of 14

Attachment: GL-South-8-14.Rev.022916 [Revision 1] (2461 : SANBAG-Owned Properties Adjacent to the



HR FOR PLANNING PURPOSES ONLY

1 IN. = 200 FT.

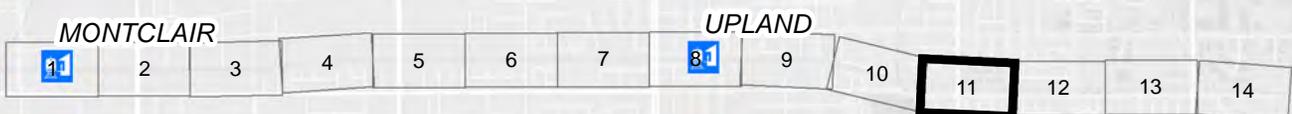
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LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**

SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

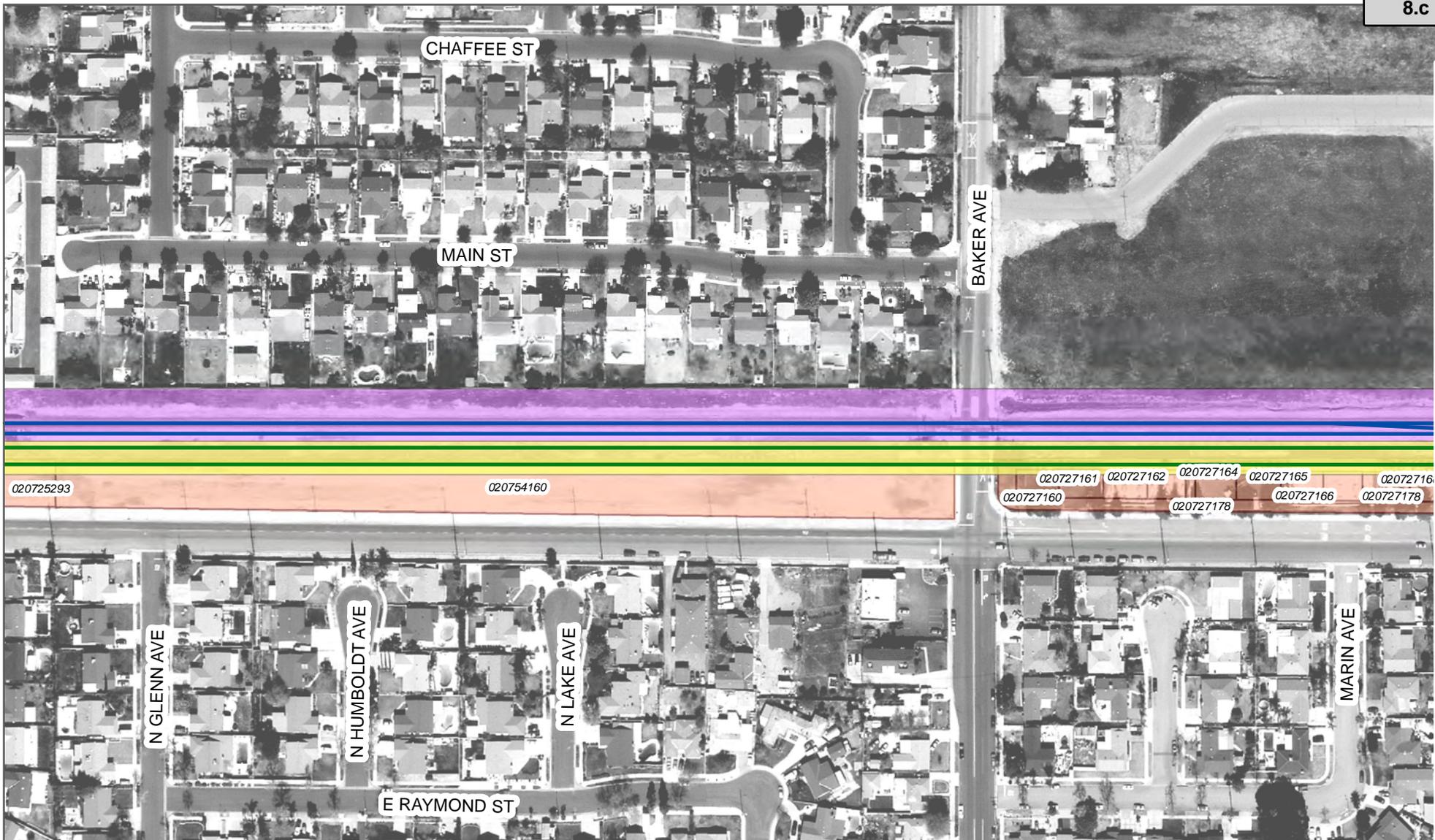


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EXHIBIT A
MAP 11 of 14

Attachment: GL-South-8-14.Rev.022916 [Revision 1] (2461 : SANBAG-Owned Properties Adjacent to the



HR FOR PLANNING PURPOSES ONLY

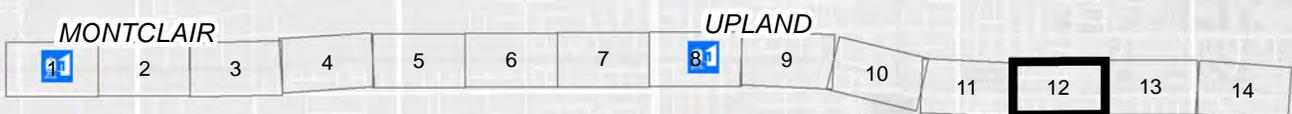
1 IN. = 200 FT.

0 200 400 Feet

LEGEND

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METRO GOLD LINE
ONTARIO AIRPORT EXTENSION
 SOUTH ALIGNMENT OPTION
 PROPERTY REQUIREMENTS

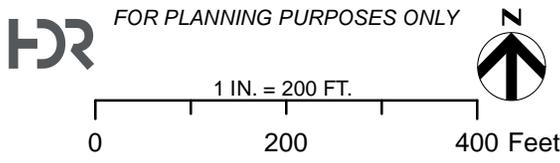
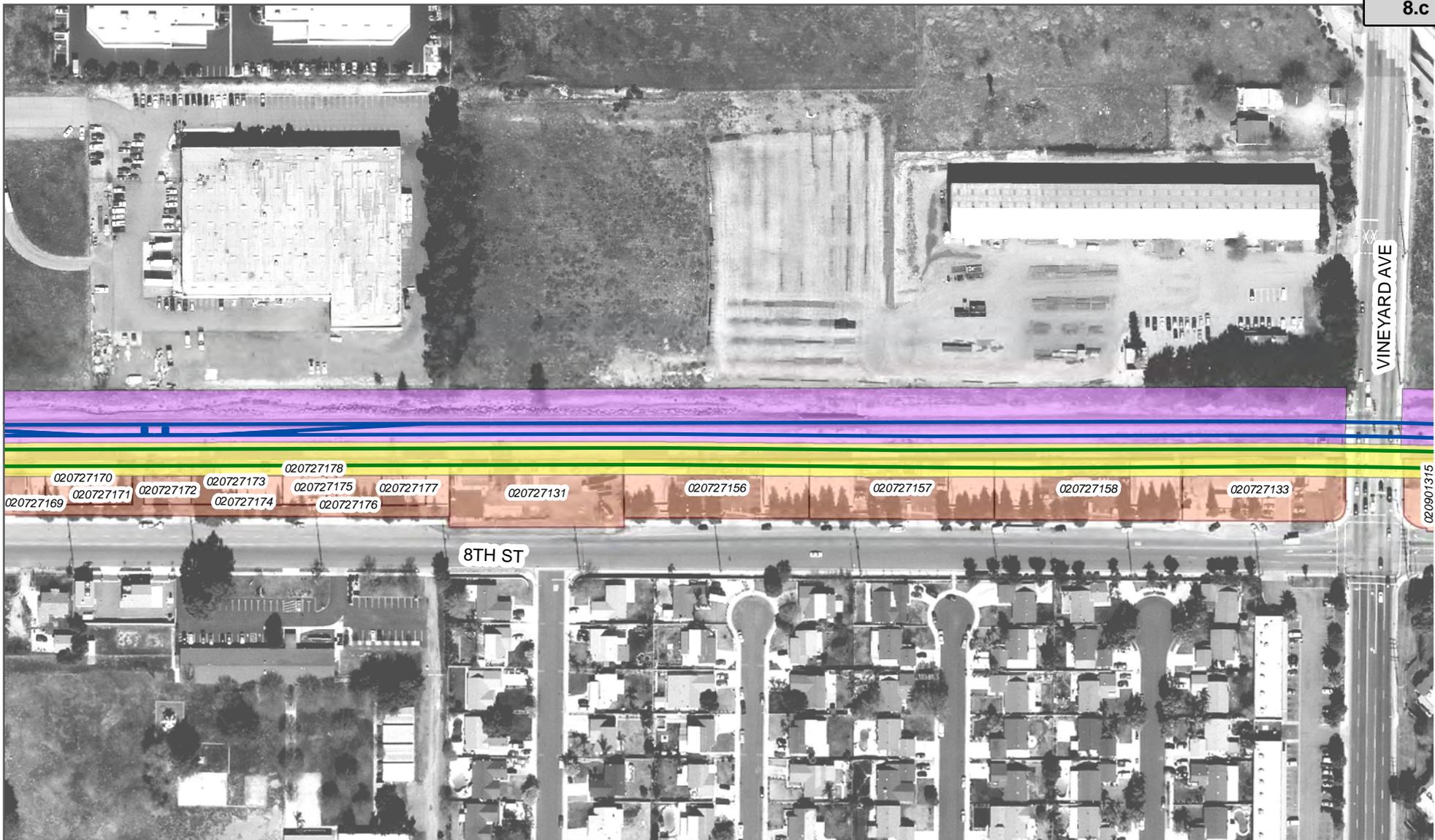


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EXHIBIT A
 MAP 12 of 14

Attachment: GL-South-8-14.Rev.022916 [Revision 1] (2461 : SANBAG-Owned Properties Adjacent to the



- LEGEND**
- Gold Line
 - Metrolink SB Line
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 - Gold Line Extension to Ontario
 - Metrolink San Bernardino Line
 - Parcel Impacts
 - SANBAG Upland Parcels
 - Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT A
MAP 13 of 14

Attachment: GL-South-8-14.Rev.022916 [Revision 1] (2461 : SANBAG-Owned Properties Adjacent to the



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1 IN. = 200 FT.

0 200 400 Feet

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LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to Ontario
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- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

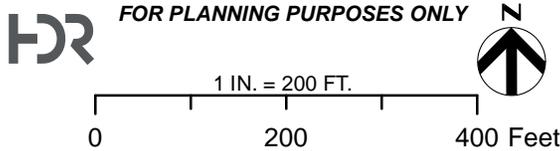
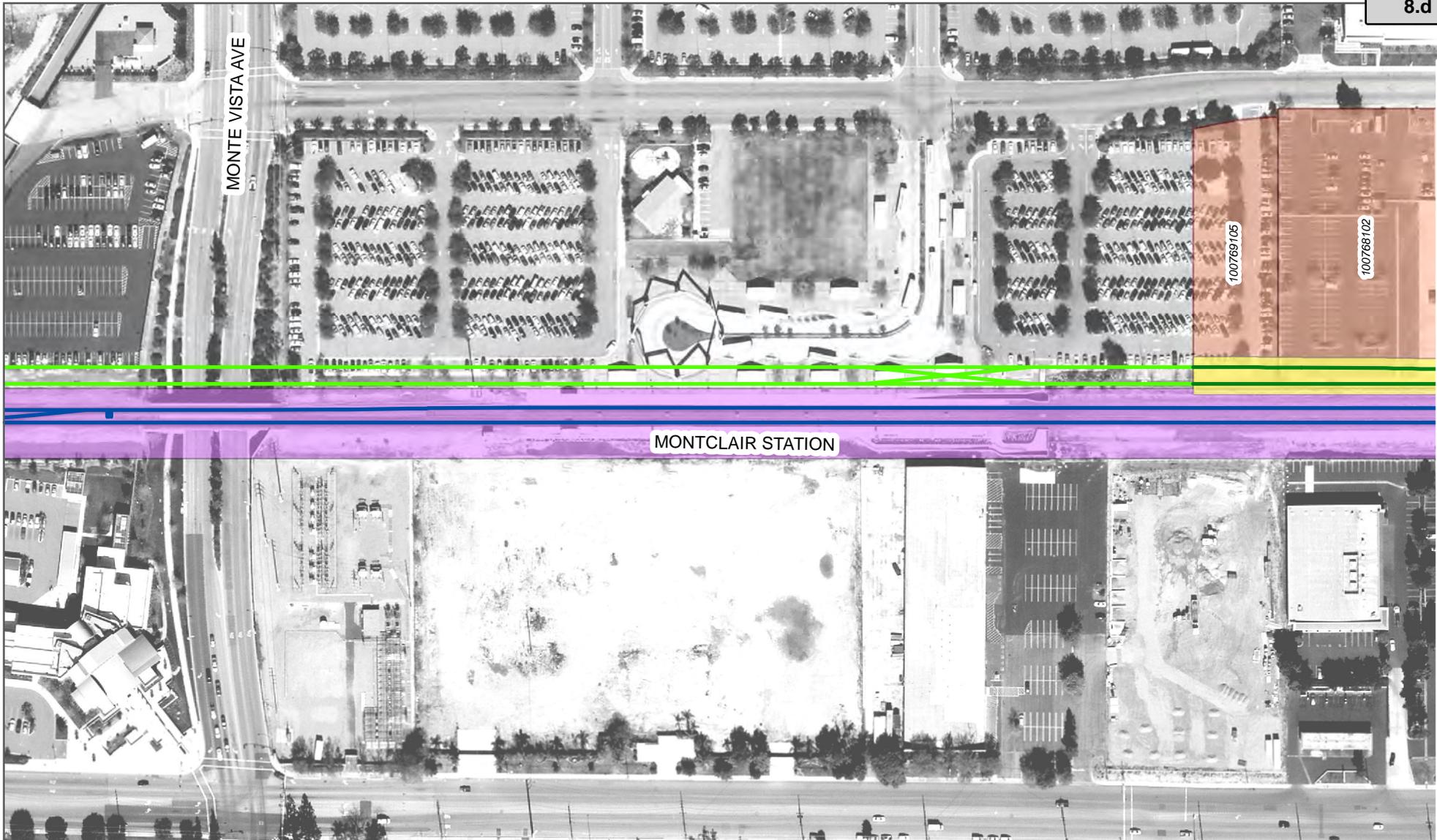
**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**

SOUTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



EXHIBIT A
MAP 14 of 14

ATTACHMENT B-2
GOLD LINE EXTENTION BEYOND MONTCLAIR TRANSCENTER
NORTH ALIGNMENT



LEGEND

- Gold Line Extension to Montclair
- Gold Line Extension to Ontario
- Metrolink San Bernardino Line
- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS**

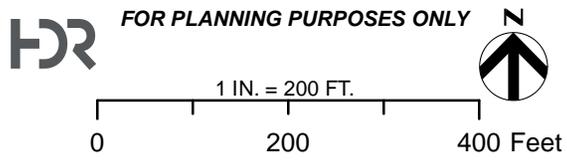
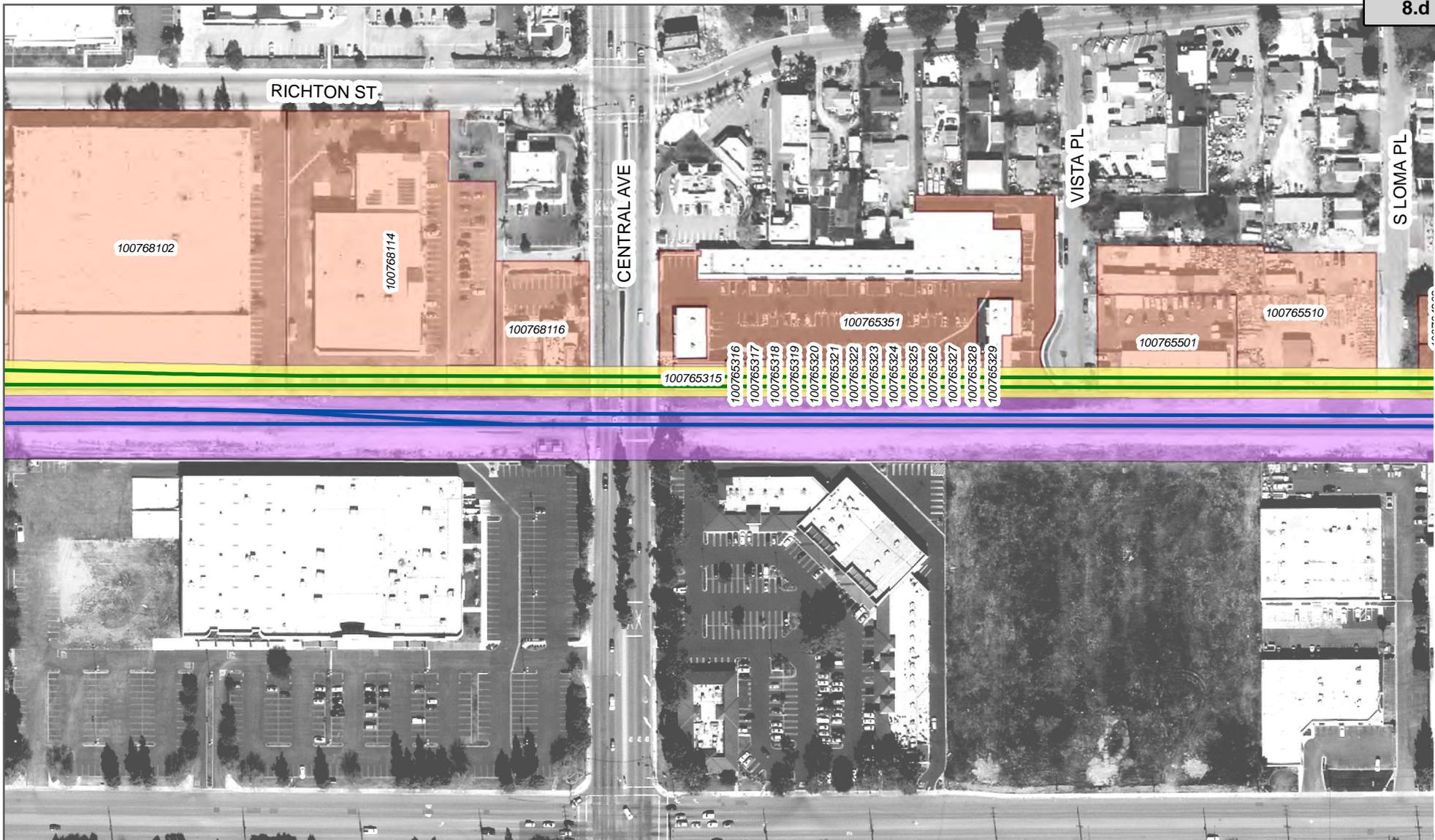


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EXHIBIT B
MAP 1 of 14

Attachment: GL-North-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



- LEGEND**
- Gold Line
 - Gold Line Extension to Montclair
 - Gold Line Extension to ONT
 - Metrolink San Bernardino Line
 - Metrolink SB Line
 - Parcel Impacts
 - SANBAG Upland Parcels
 - Flood Control Property

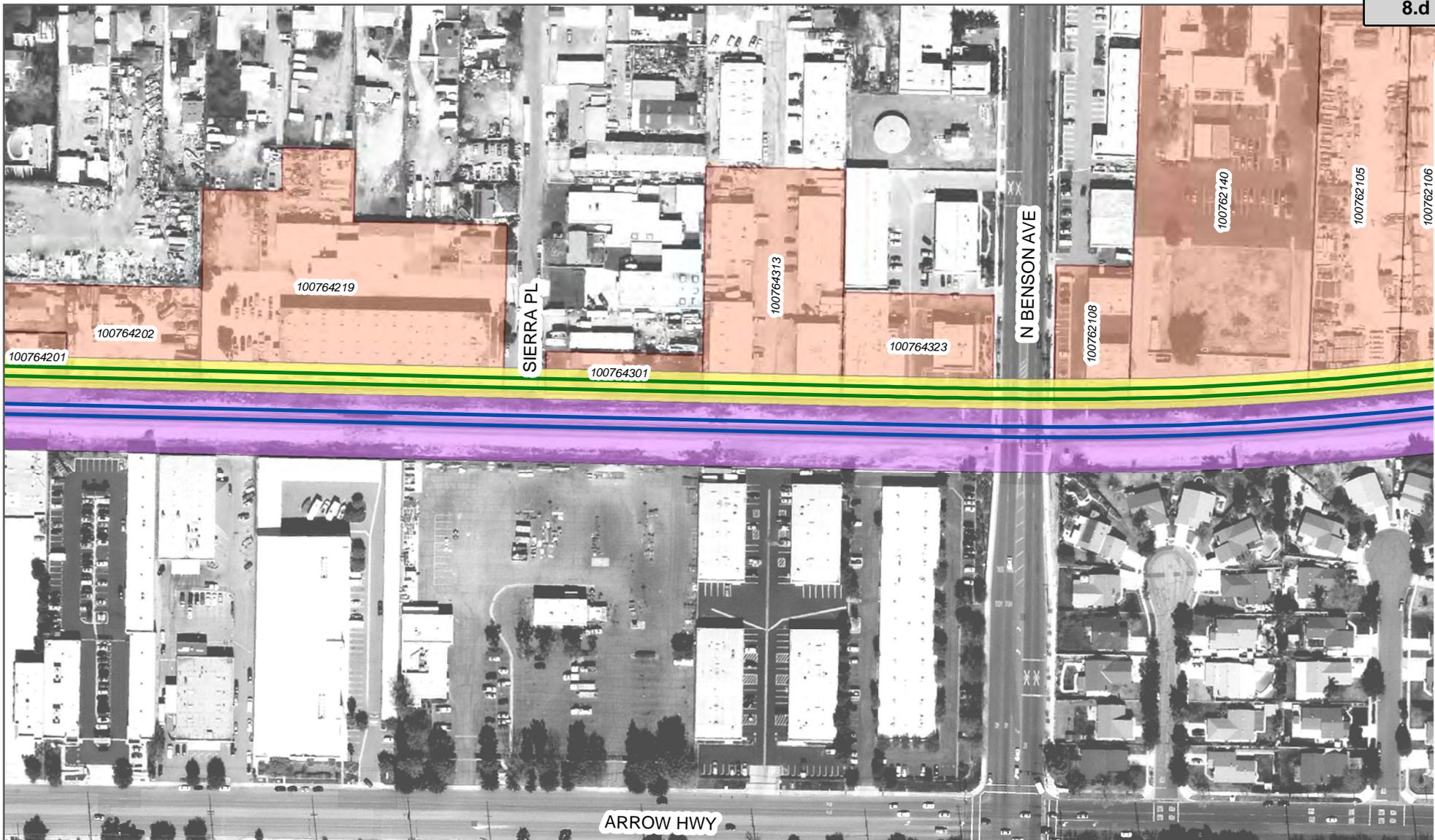
**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS**



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EXHIBIT B
MAP 2 of 14



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1 IN. = 200 FT.

0 200 400 Feet

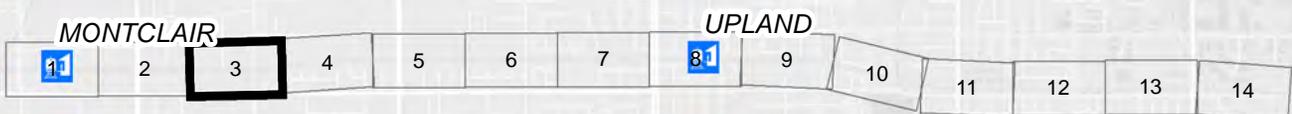
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LEGEND

- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property
- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- Metrolink San Bernardino Line

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**

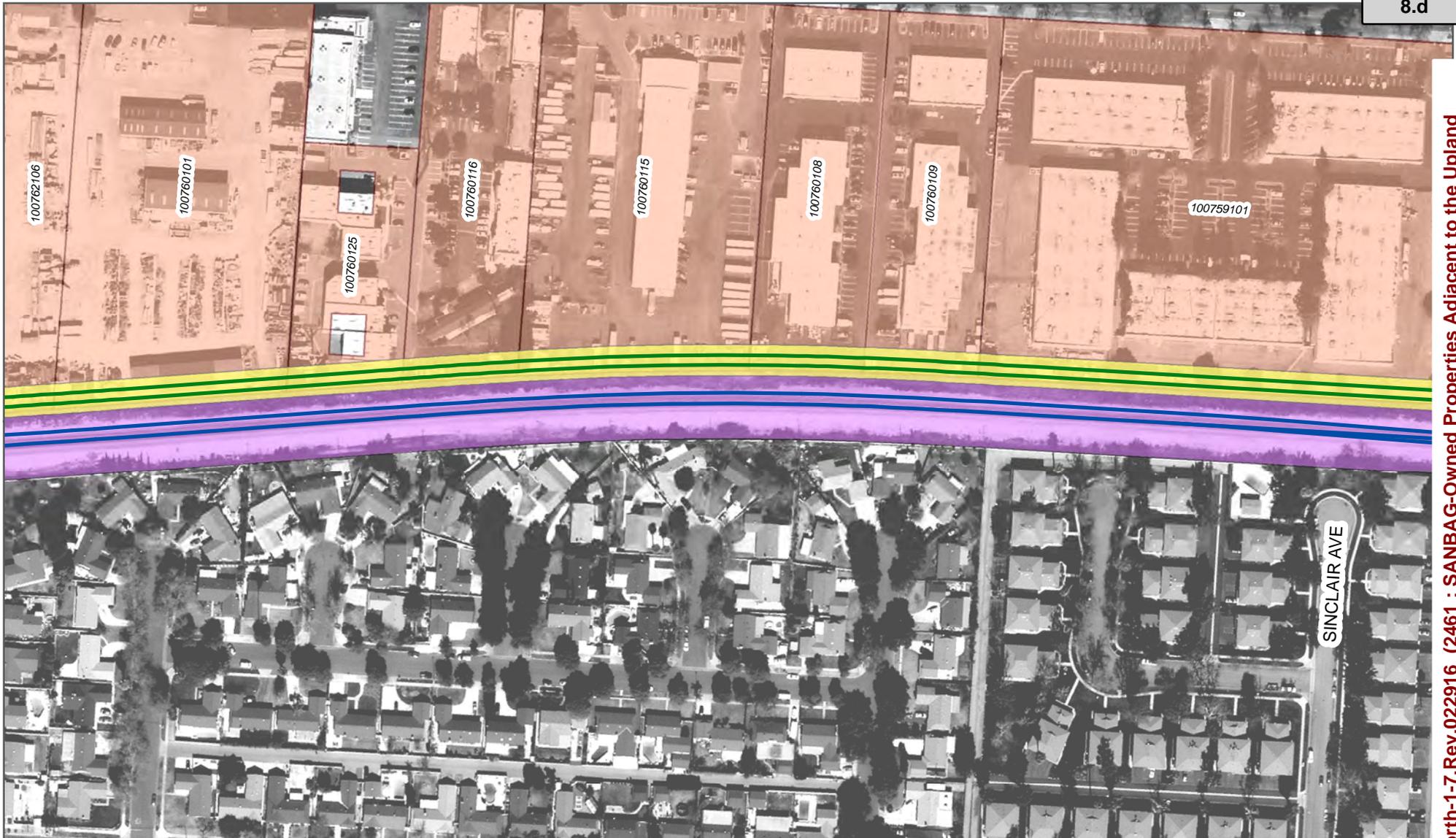
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT B
MAP 3 of 14



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1 IN. = 200 FT.

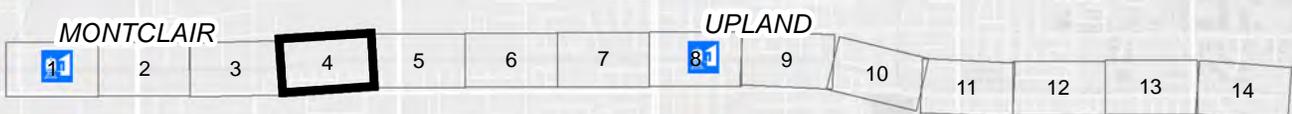
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N

LEGEND

- Gold Line
- Metrolink SB Line
- Parcel Impacts
- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- SANBAG Upland Parcels
- Flood Control Property

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

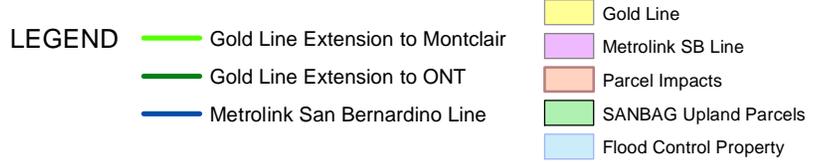
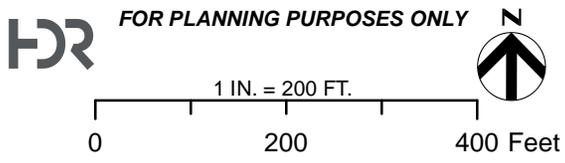
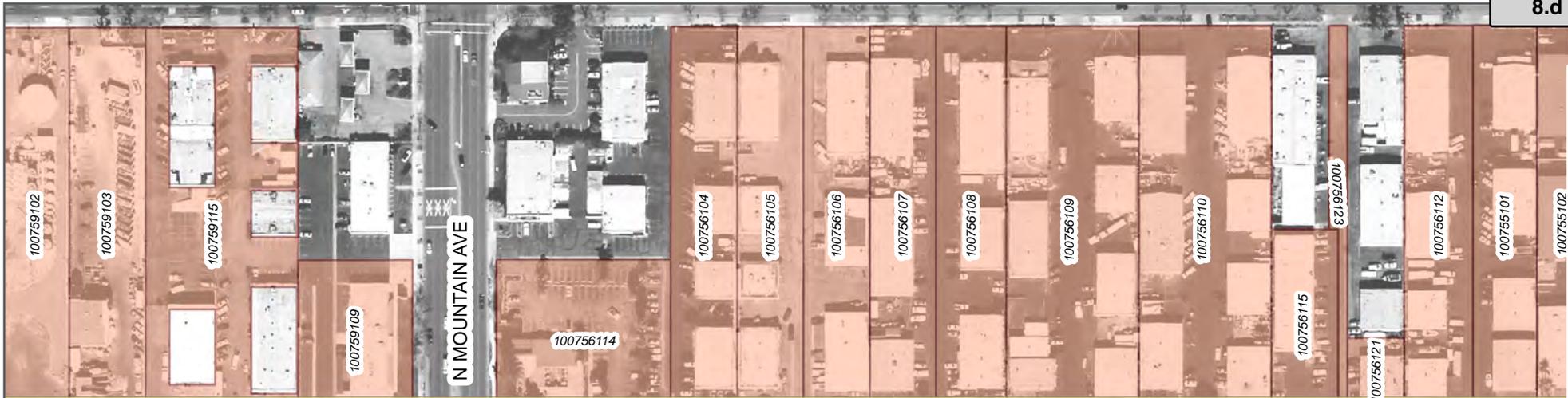


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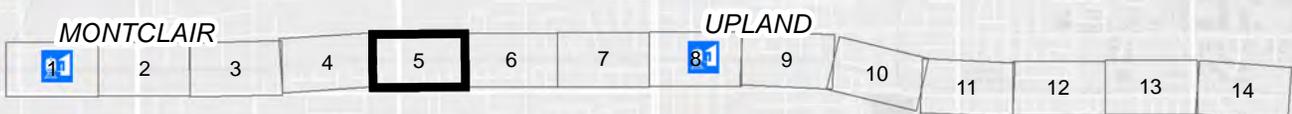


EXHIBIT B
MAP 4 of 14

Attachment: GL-North-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

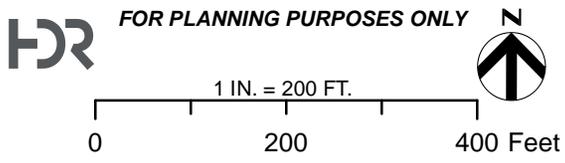
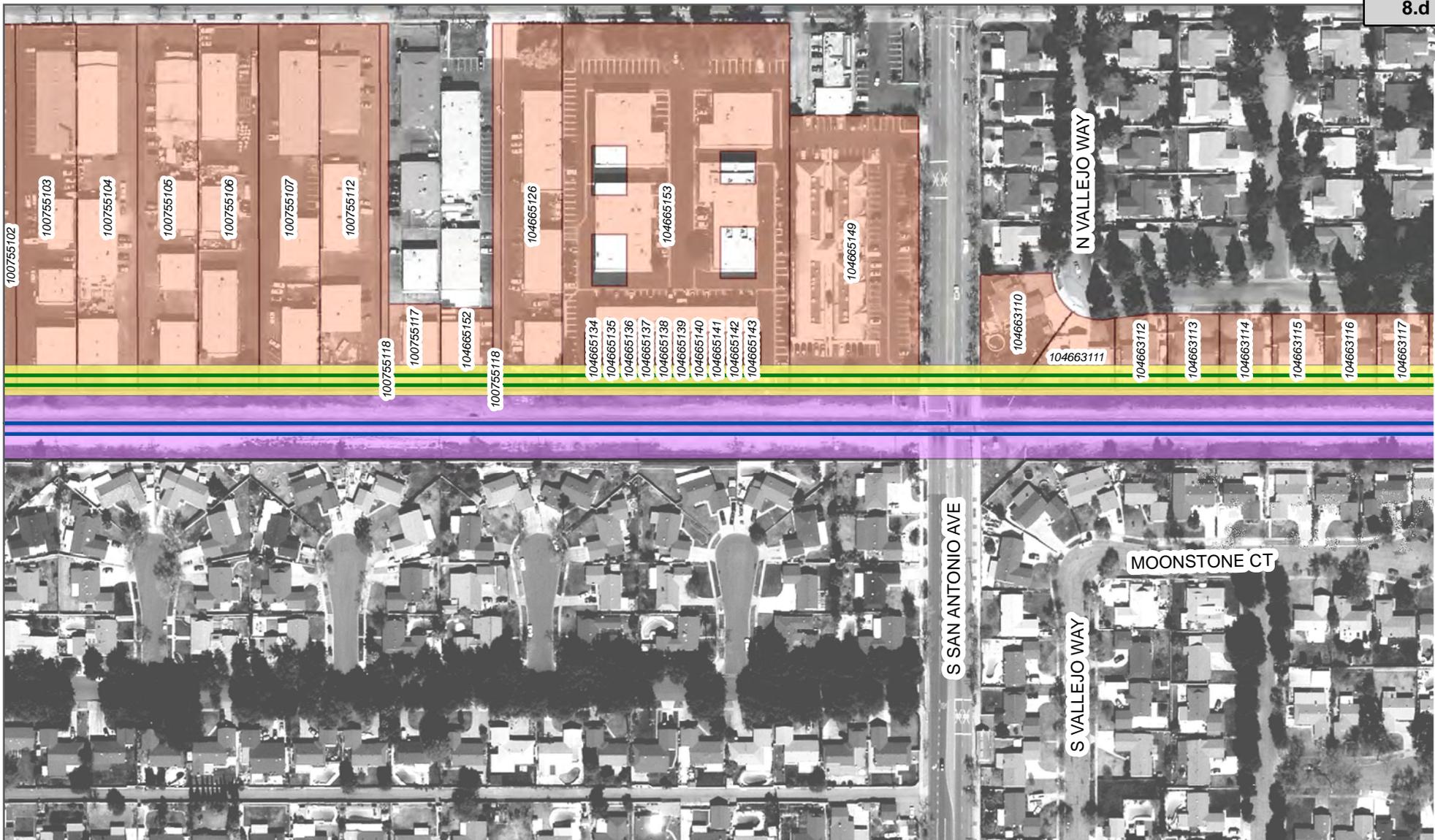


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EXHIBIT B
MAP 5 of 14

Attachment: GL-North-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



LEGEND

- Gold Line
- Metrolink SB Line
- Gold Line Extension to Montclair
- Parcel Impacts
- Gold Line Extension to Ontario
- SANBAG Upland Parcels
- Flood Control Property
- Metrolink San Bernardino Line

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

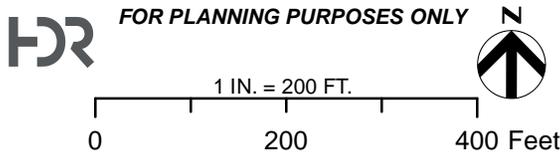


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EXHIBIT B
MAP 6 of 14

Attachment: GL-North-1-7.Rev.022916 (2461 : SANBAG-Owned Properties Adjacent to the Upland



LEGEND

- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property
- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- Metrolink San Bernardino Line

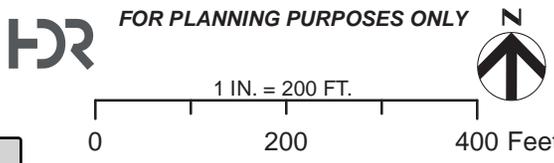
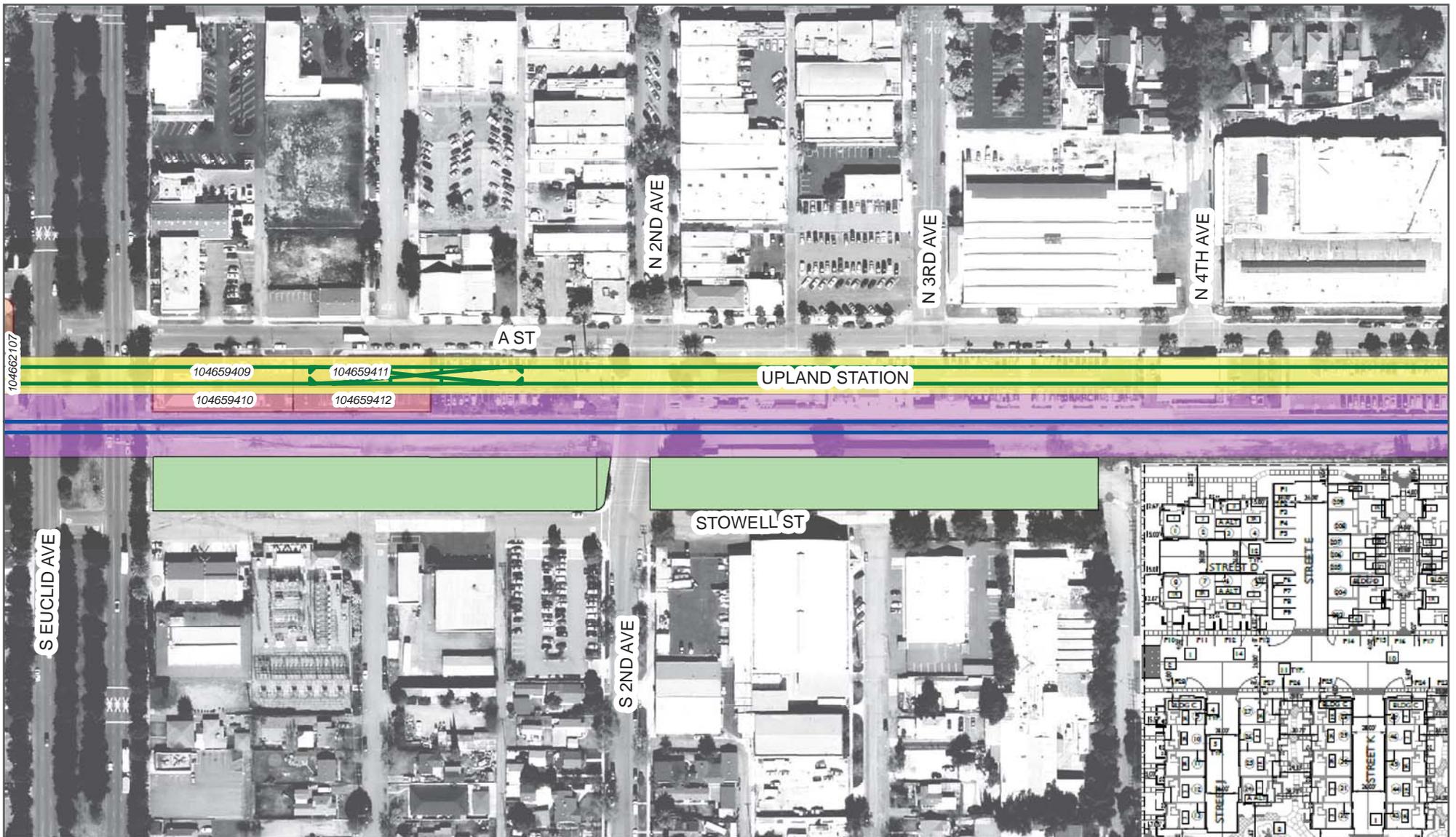
**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT B
MAP 7 of 14



LEGEND

	Gold Line Extension to Upland		Gold Line
	Metrolink San Bernardino Line		Flood Control Property
	Gold Line Extension to Montclair		SANBAG Upland Parcels
	Parcel Impacts		Metrolink SB Line

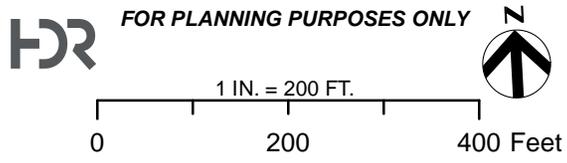
**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS**



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EXHIBIT B
MAP 8 of 14



- LEGEND**
- Gold Line Extension to Montclair
 - Gold Line Extension to Ontario
 - Metrolink San Bernardino Line
 - Gold Line
 - Metrolink SB Line
 - Parcel Impacts
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**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS**



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EXHIBIT B
MAP 9 of 14



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1 IN. = 200 FT.

0 200 400 Feet

LEGEND

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**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
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PROPERTY REQUIREMENTS

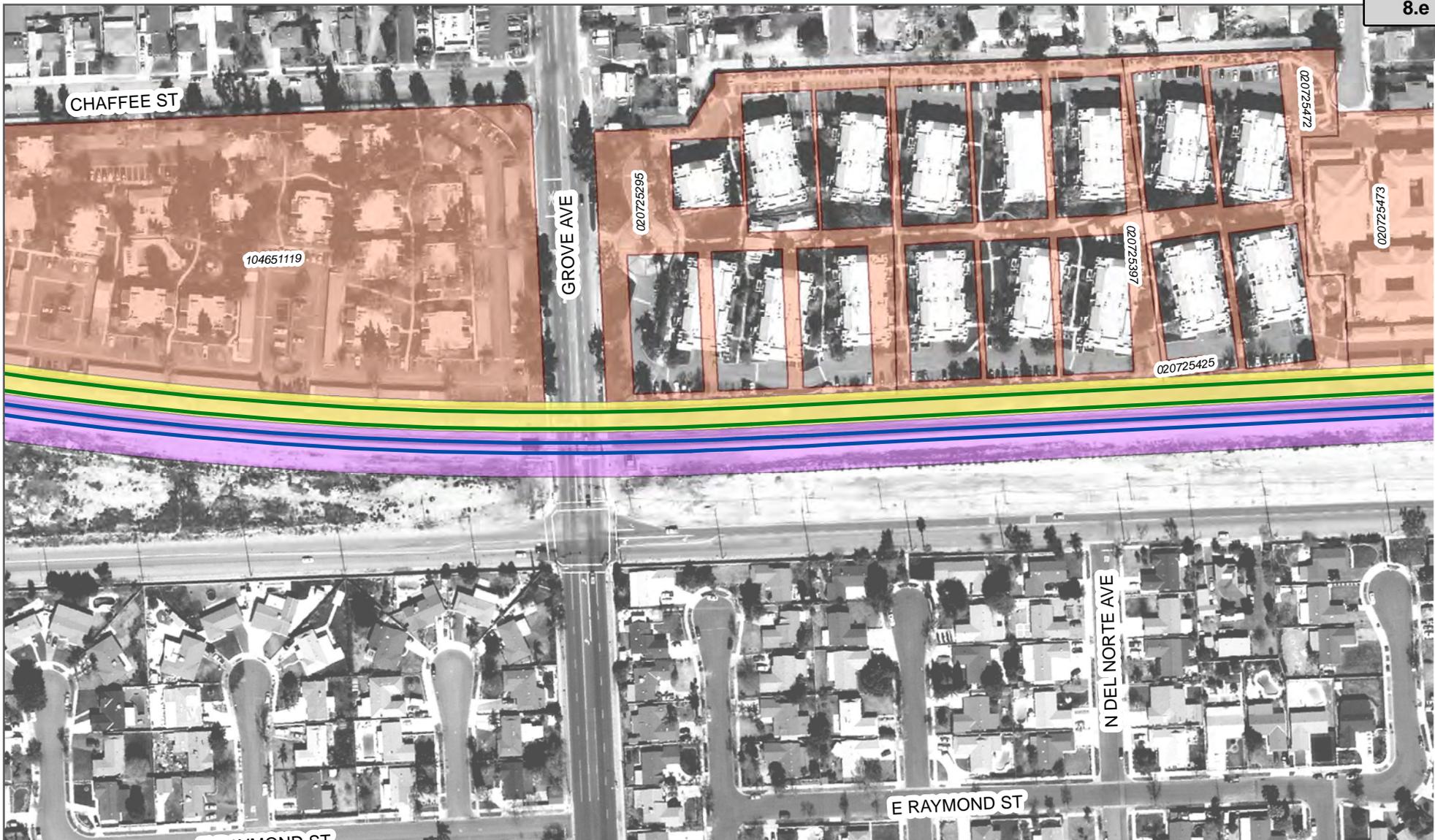


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EXHIBIT B
MAP 10 of 14

Attachment: GL-North-8-14.Rev.022916 [Revision 1] (2461 : SANBAG-Owned Properties Adjacent to the



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NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS

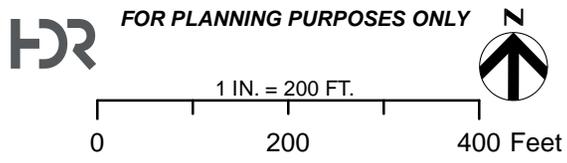
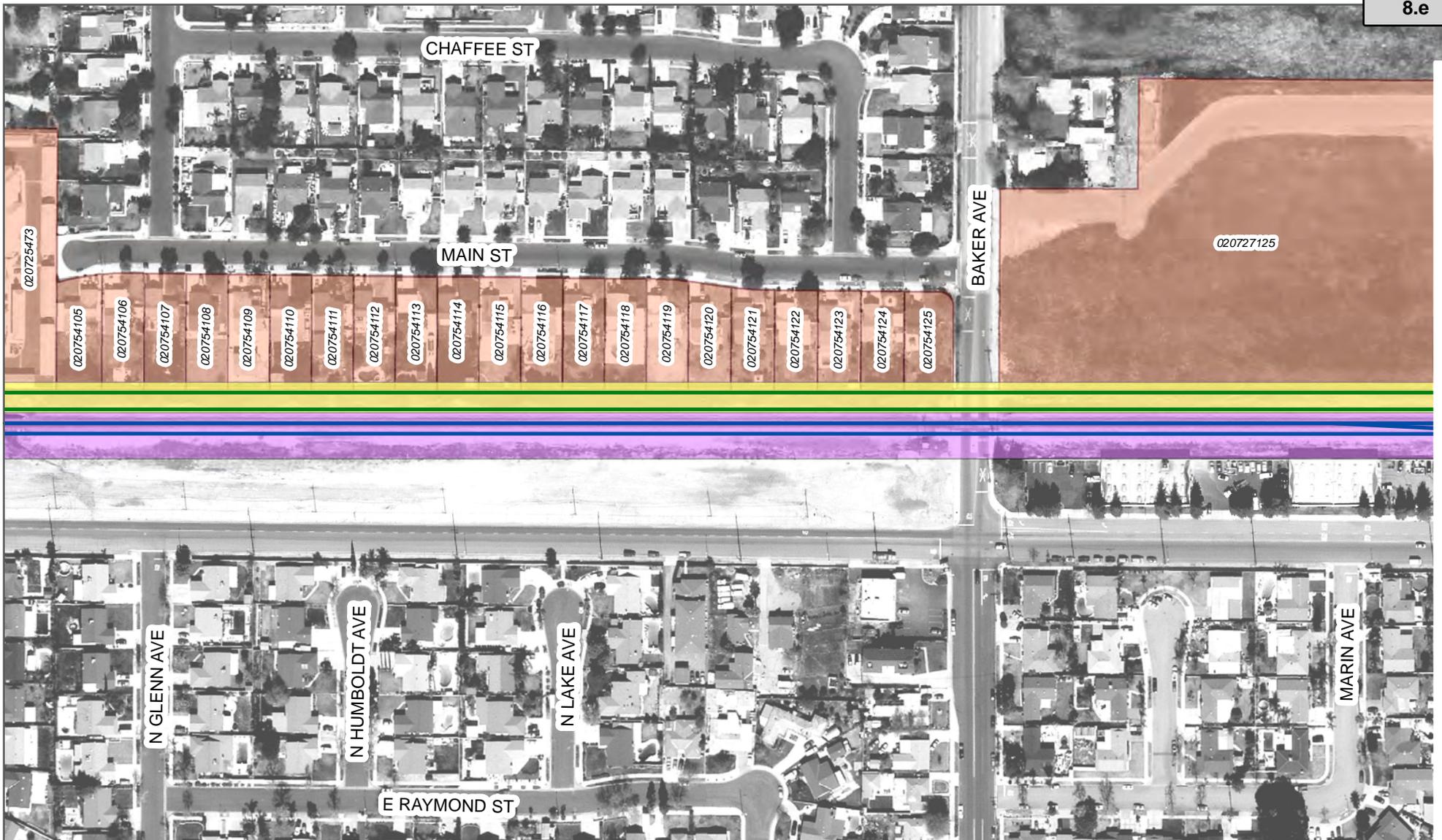


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EXHIBIT B
MAP 11 of 14

Attachment: GL-North-8-14_Rev.022916 [Revision 1] (2461 : SANBAG-Owned Properties Adjacent to the



LEGEND

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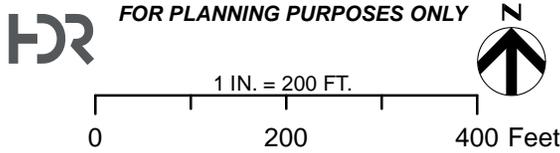
**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT B
MAP 12 of 14



LEGEND

- Gold Line
- Metrolink SB Line
- Parcel Impacts
- SANBAG Upland Parcels
- Flood Control Property
- Gold Line Extension to Montclair
- Gold Line Extension to ONT
- Metrolink San Bernardino Line

**METRO GOLD LINE
ONTARIO AIRPORT EXTENSION**
NORTH ALIGNMENT OPTION
PROPERTY REQUIREMENTS



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EXHIBIT B
MAP 13 of 14



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EXHIBIT B
MAP 14 of 14

Attachment: GL-North-8-14.Rev.022916 [Revision 1] (2461 : SANBAG-Owned Properties Adjacent to the

Minute Action

AGENDA ITEM: 9

Date: *March 10, 2016*

Subject:

Amendment 4 to Contract No. C11207 with Nossaman, LLP for Downtown San Bernardino Passenger Rail Project

Recommendation:

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

A. Approve Amendment No. 4 to Contract No. C11207 with Nossaman, LLP for additional right-of-way legal services on the Downtown San Bernardino Passenger Rail Project, increasing the contract amount by \$700,000, to be funded by Local Transportation Funds, for an amended not-to-exceed amount of \$3,700,000, and extend the contract term through December 31, 2017.

B. Approve Fiscal Year 2015/2016 budget amendment to increase Task No. 0323-Downtown San Bernardino Passenger Rail Project in the amount of \$250,000 to be funded by Local Transportation Funds.

Background:

On December 7, 2011, the San Bernardino Associated Governments (SANBAG) Board of Directors awarded Contract No. C11207 to Nossaman, LLP for right-of-way legal services on the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the San Bernardino Transit Center (SBTC) projects. The original contract value with Nossaman, LLP was for a not-to-exceed amount of \$2,000,000. On January 6, 2015, the Board approved increasing the contract amount by \$500,000 for an amended not-to-exceed amount of \$2,500,000. On July 1, 2015, the Board approved increasing the contract amount by \$500,000 for an amended not-to-exceed amount of \$3,000,000.

As part of the project, SANBAG was required to obtain a total of thirty-six (36) parcels that included permanent acquisitions, temporary construction easements, and licenses from property owners. The anticipated legal services costs for a project of this magnitude are difficult to accurately estimate, due to the number of parcels to be acquired and the variables encountered in legal representation. Right-of-way acquisitions involve negotiations between two or more parties, often with opposing counsel. Parties and attorneys differ in their levels of cooperativeness and reasonableness. In addition, the unique features of each parcel acquired can affect the amount of legal services needed. Thus, the estimated legal costs can vary significantly.

The DSBPRP and SBTC projects are moving closer toward completion and the pending acquisitions and settlements have taken longer than anticipated therefore requiring \$700,000 in additional budget and a contract amendment. The proposed amendment is needed to cover the added complexities related to the outstanding right-of-way acquisition activities for two

Entity: CTA

Commuter Rail & Transit Committee Agenda Item

March 10, 2016

Page 2

remaining properties. The cost increase exceeds the current programmed budget for the project. Staff recommends funding the cost increase with Local Transportation Funds.

Financial Impact:

This item is not consistent with the Fiscal Year 2015/2016 SANBAG Budget. A budget amendment is included in the recommendation above increasing Task No. 0323-Downtown San Bernardino Passenger Rail Project in the amount of \$250,000 to be funded by Valley Local Transportation Funds.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

AMENDMENT NO. 4 TO CONTRACT NO. C11207

FOR

**LEGAL SERVICES FOR DOWNTOWN SAN BERNARDINO PASSENGER
RAIL AND REDLANDS PASSENGER RAIL PROJECTS**

(NOSSAMAN, LLP)

This Amendment No. 4 to Contract No. C11207 is made by and between the San Bernardino Associated Governments (“AUTHORITY”) and the firm of Nossaman, LLP (“ATTORNEY”):

RECITALS

- A. AUTHORITY, under Contract No. C11027 (“Contract”) engaged ATTORNEY to provide legal services pertaining to the acquisition of right-of-way for the Downtown San Bernardino Passenger Rail and Redlands Passenger Rail projects; and
- B. On January 6, 2015, AUTHORITY and ATTORNEY entered into Amendment No. 1 increasing the Contract price by \$500,000 in order to cover pending right-of-way legal issues; and
- C. On May 20, 2015, AUTHORITY and ATTORNEY entered into Amendment No. 2 extending the expiration date to December 31, 2015; and
- D. On July 28, 2015, AUTHORITY and ATTORNEY entered into Amendment No. 3 increasing the Contract price by \$500,000 in order to cover pending right-of-way legal issues and extend the expiration date to December 31, 2016; and
- E. AUTHORITY and ATTORNEY desire to amend the contract increasing the contract amount by \$700,000 to provide for additional legal services necessitated by the Project right-of-way acquisitions, incorporate Federal Transit Administration (FTA) terms and to extend its term to December 31, 2017.

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

- 1. ARTICLE 2. PERIOD OF PERFORMANCE is deleted and replaced in its entirety to read as follows:

“ARTICLE 2. PERIOD OF PERFORMANCE

The period of performance by ATTORNEY under this Contract shall commence upon issuance of written Notice To Proceed (NTP) issued by AUTHORITY and shall continue

Attachment: C11207-04 - Nossaman, LLP [Revision 1] (2656 : Amendment 4 to Contract No. C11207 with Nossaman, LLP)

in full force and effect through December 31, 2017, or until otherwise terminated, or unless extended as hereinafter provided by written amendment.”

2. ARTICLE 3. PERFORMANCE OF SERVICES AND HOURLY RATES, paragraph 3.2 is deleted and replaced in its entirety to read as follows:

“3.2 The total Not-To-Exceed amount is \$3,700,000. Services to be provided under this Contract are to be performed as set forth in Attachment "A", Scope of Services, which is incorporated herein by this reference. ATTORNEY's fee for services is included in the total Contract cost and set forth in Attachment "B", Cost Proposal, which is incorporated herein by reference. ATTORNEY's fee for services is included in the total estimated contract cost and shall be a specific rate of compensation contract, as agreed upon, and noted in Attachment "B", Cost Proposal. The hourly rates noted in Attachment "B" will remain in effect through December 31, 2011, and then will each escalate annually by five percent (5%), commencing January 1, 2012, and every succeeding January 1 thereafter. The rates noted in Attachment "B" shall apply only to the services under this Contract. The foregoing amount shall not constitute a cap or guaranty of the cost of services to perform the Scope of Services identified herein, provided. However, ATTORNEY agrees that in no event shall ATTORNEY exceed the foregoing amount without prior written authorization from AUTHORITY.”

3. Add Article 39 “ FEDERAL REQUIREMENTS” to read as follows:

“ ARTICLE 39. FEDERAL REQUIREMENTS

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.”

4. Add Article 40 “INCORPORATION OF FTA TERMS” to read as follows:

“ARTICLE 40. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220. 1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any SANBAG requests, which would cause SANBAG to be in violation of the FTA terms and conditions. The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.”

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

-----Signatures are on the following page-----

Attachment: C11207-04 - Nossaman,LLP [Revision 1] (2656 : Amendment 4 to Contract No. C11207 with Nossaman, LLP)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 below.

NOSSAMAN LLP

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Rick E. Rayl
Partner

By: _____
Ryan McEachron
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Assistant General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffrey Hill
Procurement Manager

Date: _____

Attachment: C11207-04 - Nossaman,LLP [Revision 1] (2656 : Amendment 4 to Contract No. C11207 with Nossaman, LLP)

Minute Action

AGENDA ITEM: 10

Date: *March 10, 2016*

Subject:

Cooperative Agreement with the University of Redlands for Betterments to the Redlands Passenger Rail Project - University Station

Recommendation:

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

A. Approve and authorize the Executive Director or his designee to negotiate the final form of and execute a Cooperative Agreement, Contract No. 16-1001469 with the University of Redlands, for the design and construction of betterments to the Redlands Passenger Rail Project University Station, for an amount still being negotiated, but currently estimated at \$1,148,000 as approved by SANBAG legal counsel.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0324 Redland Passenger Rail Project in the amount of \$50,000 in accordance with the final negotiated value of Contract No. 16-1001469 in reimbursable Redlands Passenger Rail Project Funds from the University of Redlands.

Background:

This Cooperative Agreement defines the roles and responsibilities between San Bernardino Associated Governments (SANBAG) and the University of Redlands (U of R) for the design, construction, and maintenance of betterments to the University Station as part of the Redlands Passenger Rail Project (RPRP). The University Station, located at the southern end of the U of R campus will be the eastern terminus for RPRP and will provide access to passenger rail service to the U of R and the surrounding community. The U of R intends to fund betterments consisting of architectural, landscaping, and pedestrian access enhancements that are similar and contiguous with U of R campus themes.

SANBAG has established basic design criteria for RPRP stations and budgeted for those associated costs as part of the implementation of RPRP. The U of R has completed a preliminary conceptual design of specific station enhancements or betterments to the basic design that will be cost-neutral to SANBAG and will not impact the RPRP delivery schedule. This agreement will allow for SANBAG to incorporate those enhancement design features into the RPRP design and construction package. SANBAG will fund the design and construction of the standard RPRP station components, as defined in the RPRP design criteria; and the U of R will fund all costs related to the design, construction, and maintenance of any betterments identified. SANBAG will act as the lead agency for the design, construction, and implementation of the RPRP; including all improvements at the University Station. This agreement is currently in draft form and is undergoing final negotiations with the U of R. The final agreement and contract cost will

Entity: CTC

Commuter Rail & Transit Committee Agenda Item

March 10, 2016

Page 2

be completed and reviewed by SANBAG Legal Counsel prior to the item being presented to the SANBAG Board of Directors for final approval.

A future Operations and Maintenance Agreement will be executed with the U of R prior to the completion of station construction that will specifically detail the maintenance and security roles and responsibilities at the University Station.

Financial Impact:

This item is not consistent with the approved SANBAG Fiscal Year 2015/2016 Budget. A budget amendment is requested in Recommendation B.

Reviewed By:

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

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001469 Amendment No.: N/A Vendor No.: 3194
 Vendor/Customer Name: University of Redlands Sole Source? Yes No
 Description: Coop Agreement for the RPRP University Station
 Start Date: 04/06/2016 Expiration Date: N/A Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001093 Amendment 1 - HDR Engineering, Inc.

Dollar Amount			
Original Contract	\$ 1,148,000.00	Original Contingency	
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	
TOTAL CONTRACT VALUE	\$ 1,148,000.00	TOTAL CONTINGENCY VALUE	
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,148,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 04/06/2016
 Board of Directors Action: Authorize Executive Director to execute 16-1001469

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: _____

Attachment: SANBAG Contract Summary Sheet (1700 : RPRP Cooperative Agreement with U of R)

COOPERATIVE AGREEMENT NO. 16-1001469

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

UNIVERSITY of REDLANDS

FOR

PASSENGER RAIL STATION BETTERMENTS

This Cooperative Agreement (“AGREEMENT”) is made and entered into on this _____ day of _____ 20__, by and between the San Bernardino County Transportation Commission, hereinafter referred to as “COMMISSION” and the University of Redlands, hereinafter referred to as “U of R” or “the University”, and may hereinafter be individually or collectively referred to as “PARTY” or “PARTIES”.

RECITALS

WHEREAS, the U of R is recognized as a distinguished institution of higher education and respected member of the Redlands community;

and

WHEREAS, COMMISSION is responsible for implementation of the Redlands Passenger Rail Project;

and

WHEREAS, COMMISSION and U of R wish to work cooperatively to promulgate passenger rail transit related infrastructure improvements within the City of Redlands and County of San Bernardino adjacent to the U of R campus;

and

WHEREAS, COMMISSION intends to construct the Redlands Passenger Rail Project (RPRP) an approximately nine-mile passenger rail transit system on existing railroad right-of-way between the western terminus at the San Bernardino Transit Center located at Rialto Avenue and E Street in the City of San Bernardino to the eastern terminus located south of the U of R campus between University Street and Cook Avenue in the City of Redlands adjacent to the U of R campus;

and

WHEREAS, COMMISSION received environmental approval through a single document in a manner that addresses the requirements of both the California Environmental Quality Act (CEQA) and the Federal National Environmental Protection Act (NEPA) in March 2015 and has obtained or intends to obtain the necessary clearances, permits, authorizations and funding to perform the engineering, design and construction work necessary to complete the RPRP;

and

WHEREAS, COMMISSION and U of R mutually desire an RPRP passenger station facility serving the U of R and adjacent communities at the line's eastern terminus ("University Station"), for which COMMISSION has established basic design criteria and provided for in the RPRP budget, described in greater detail in Attachment A;

and

WHEREAS, U of R has expressed its desire for an enhanced station design with betterments and features not included in COMMISSION's basic design or cost criteria for the University Station;

and

WHEREAS, COMMISSION is supportive of U of R's desired station enhancements provided the enhancements are cost-neutral to COMMISSION and do not impact the RPRP delivery schedule;

NOW, THEREFORE, it is mutually understood and agreed by COMMISSION and U of R as follows:

ARTICLE 1: TERMS & CONDITIONS

COMMISSION will support U of R's desired RPRP station enhancements (herein referred to as BETTERMENTS) provided these betterments:

1. Are mutually agreed-upon by both COMMISSION and U of R;
2. Are cost-neutral to COMMISSION;
3. Do not diminish or conflict with COMMISSION's design criteria with regards to safety, security and platform height;
4. Are aesthetically compatible with City of Redlands architectural and cultural themes and requirements;
5. Are consistent with all applicable state, federal, local and industry regulations, codes and standards including, but not limited to, the Americans With Disabilities Act (ADA), National Fire Prevention Association (NFPA), the American Public Transportation Association (APTA), the California Public Utilities Commission (CPUC), the Federal Railroad Administration (FRA) and the Federal Transit Administration (FTA);
6. Are designed in accordance with U of R's betterment criteria, by COMMISSION's engineering and design contractors, managed directly by COMMISSION;
7. Are defined in a timely manner and do not delay COMMISSION's ability to advertise for construction bids as defined in Attachment "B".

ARTICLE 2: FUNDING

COMMISSION agrees to fund the design and construction of the University Station to the extent of the cost of a standard RPRP station as defined in the RPRP design criteria. The standard design costs are already accounted for in the COMMISSION's contract for final design. The U of R will fund all costs related to the design and construction of the BETTERMENTS, unless U of R elects not to proceed with construction of the BETTERMENTS as set forth below.

DESIGN COSTS

The BETTERMENT design costs are currently estimated at \$###,### above and beyond COMMISSION's budget for the design of a standard RPRP station, as indicated in Attachment "B". U of R shall pay this amount to COMMISSION upon execution of this Agreement.

CONSTRUCTION COSTS

Based on conceptual planning, the cost of constructing the BETTERMENTS is estimated \$#,###,### above and beyond COMMISSION's budget for the construction of a standard RPRP station, as indicated in Attachment "B".

Since the actual cost of constructing the BETTERMENTS cannot be known with any degree of certainty until the COMMISSION receives the RPRP construction bids, the cost of constructing the BETTERMENTS, as indicated in Attachment "B" are based on the conceptual planning done by the U of R. During the design process, a construction cost estimate will be prepared by COMMISSION and its consultants showing the estimated cost of construction of the identified BETTERMENTS prior to advertising for construction bids. Based on the cost estimate, U of R shall notify COMMISSION of its election to proceed with and pay for construction of, and construction related services for, the BETTERMENTS within ten (10) days of receiving the cost estimate.

U of R shall pay to COMMISSION the amount of the RPRP construction bid related to the BETTERMENTS within fifteen (15) days of receiving notice from COMMISSION of the amount of the bid.

PROGRESS REPORTS, ADDITIONAL COSTS AND SCHEDULE

COMMISSION will submit status reports on progress and expenditures related to the BETTERMENTS to U of R on a quarterly basis. Such reports shall include invoices for the amount of any change orders or other unforeseen cost increases related to the design and/or construction of the BETTERMENTS. U of R shall pay any such invoices within thirty (30) days of receipt of invoice. U of R agrees to the schedule identified in Attachment "B" and understands that there will be additional costs for design and/or construction of the BETTERMENTS should U of R seek to make changes after April 6, 2016. Additionally, the U of R acknowledges that COMMISSION will not delay the project to accommodate additional changes related to BETTERMENTS that are not identified in Attachment "B."

U of R FINAL ELECTION NOT TO PROCEED

U of R may elect not to proceed with the BETTERMENTS based upon the construction cost of the BETTERMENTS contained in the successful RPRP construction bid. If U of R elects not to

proceed with construction of the BETTERMENTS, the U of R shall notify COMMISSION of such election within 10 calendar days of receiving the RPRP construction bid amount related to the BETTERMENTS from the COMMISSION. The U of R will reimburse COMMISSION for any additional cost to COMMISSION of redesigning the plans to eliminate the BETTERMENTS and substituting a standard station design, and COMMISSION will proceed with construction of a standard station without the BETTERMENTS. However, nothing in this provision will preclude COMMISSION from including any betterments, including any of the proposed BETTERMENTS, in the station if COMMISSION deems it to be in COMMISSION's best interest to do so.

ARTICLE 3: STATION NAMING RIGHTS

Assuming that U of R elects to proceed with the construction of the BETTERMENTS as set forth in Article 2 above, COMMISSION grants naming privileges for the University Station to U of R subject to COMMISSION Board review and approval.

ARTICLE 4: STATION MAINTENANCE & SECURITY

[OPTION IF U OF R WISHES TO ASSUME MAINTENANCE AND SECURITY RATHER THAN RELY ON THE CITY OR OTHER NEGOTIATED SHARING: U of R will assume responsibility and pay for maintenance and security of the University Station once complete. The PARTIES will enter into a separate Maintenance and Security Agreement prior to completion of construction of the University Station setting forth the COMMISSION's railroad safety and indemnity requirements, and other terms and conditions relative to maintenance and security for the University Station.] **[Question: will we need a separate maintenance and security agreement or do we go ahead and include those provisions in this agreement, if this option is selected by the University]**

[OPTION IF U OF R WISHES DOES NOT WISH TO ASSUME MAINTENANCE AND SECURITY: The scope of this AGREEMENT covers primarily design, construction and related services regarding the University Station. More specific financial commitments, roles, and responsibilities regarding the maintenance and security of the University Station including BETTERMENTS will be covered by a separate agreement among the PARTIES and the City of Redlands, with the expectation that the Agreement will be completed prior to

the deadline for U of R to make its election whether to proceed with construction of the BETTERMENTS, as set forth in Article 2.

ARTICLE 5: TRANSIT USERS PARKING

In accordance with COMMISSION Contract No. 97-026 between the City of Redlands and COMMISSION, The City of Redlands is to provide 100 parking spaces for patrons of the future RPRP service within ¼ mile of the University Station. The U of R will partner with the City of Redlands to identify locations to provide 100 parking spaces for transit users on or adjacent to U of R property within ¼ mile of the University Station and in time for the commencement of RPRP revenue service in 2020.

ARTICLE 6: QUIET ZONES

In accordance with COMMISSION Memorandum of Understanding 15-1001047 between the City of Redlands and COMMISSION, the necessary safety enhancements at the University Street at-grade crossing and any in-station at-grade crossings will be constructed for the crossings to be Quiet Zone ready as part of RPRP and COMMISSION will cooperate with the City of Redlands' efforts to establish FRA Quiet Zones in their area of roadway jurisdiction. The U of R, as necessary, will partner with the City of Redlands in the effort to establish the Quiet Zone;

ARTICLE 7: COMPLETE COOPERATIVE AGREEMENT

- A. Except as stated herein, 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 the Agreement between COMMISSION and U of R concerning U of R's desired BETTERMENTS for the University Station.
- B. The Recitals of this document are true and correct and are incorporated into this agreement by reference.
- C. This Cooperative Agreement defines the specific terms, conditions, and funding responsibilities of the Parties as they pertain to the subjects and projects addressed herein. Both COMMISSION and U of R agree that each will, in good faith, cooperate

and coordinate with each other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 8: DELEGATED AUTHORITY

The actions taken by COMMISSION in the implementation of this Agreement are delegated to its Executive Director or designee; the actions required to be taken by U of R in the implementation of this Agreement are delegated to its President or designee.

DRAFT

ARTICLE 9: RESPONSIBILITIES OF COMMISSION

COMMISSION agrees to the following responsibilities:

- A. Act as the lead agency for the RPRP and shall manage, administer, coordinate, and oversee all work related to it, including design and construction of the agreed upon BETTERMENTS as identified in COMMISSION approved contracts.
- B. Monitor all elements related to the BETTERMENTS detailed in Attachment B to ensure schedules, quality, and budget goals are met, including proper identification of the construction bid items related to the BETTERMENTS in the RPRP advertisement for construction bids.
- C. Comply with all notice, funding, reporting and other obligations it may have under Article 2 above, including providing reasonable backup documentation for reports and invoices..
- D. Notify U of R in writing of any changes, or potential budgetary changes, in the schedule, scope of work, or description of the BETTERMENTS detailed in Attachment B within 30 days of identifying and confirming these changes. This includes notifying U of R of the construction bid results pertaining to the BETTERMENTS.
- E. Provide and pay for electrical service to the station area adjacent to the U of R campus.
- F. Relocate and/or replace at the cost of the COMMISSION any fixtures located on the U of R campus to the extent that such fixtures must be moved or removed due to the construction of the RPRP project, unless required only to accommodate the BETTERMENTS, in which case U of R shall bear such cost..
- G. Work cooperatively with U of R to identify any permanent or temporary right-of-way needed from the U of R for the RPRP project.

ARTICLE 10: RESPONSIBILITIES OF U OF R

U of R agrees to the following responsibilities:

- A. Provide to COMMISSION written requests for services to be performed by COMMISSION or their contractors under this Agreement.

- B. Comply with all notice, funding, reporting and other obligations it may have under Article 2 above.
- C. Designate a project manager to be the point of contact between the PARTIES and to coordinate with COMMISSION on the design of BETTERMENTS.
- D. Assert any franchise agreements or rights the U of R might have in order to expedite the relocation of applicable utilities.
- E. Assume all responsibility for managing and coordinating all activities of U of R's consultants, contractors, suppliers, and vendors for BETTERMENTS activities with COMMISSION for activities not included in COMMISSION approved contracts (e.g. procurement of specialized material or equipment to be installed by the RPRP contractor, tie-in of improvements between COMMISSION-led efforts and U of R lead efforts, etc.)
- F. Pay for all costs incurred by COMMISSION pertaining to the inclusion and/or removal of the BETTERMENTS in the RPRP, up to the termination date should this AGREEMENT be terminated in accordance with Article 13 – Additional Provisions, Section A.
- G. Provide and pay for water service to the station area adjacent to the U of R campus.
- H. Work cooperatively with COMMISSION to identify any permanent or temporary right-of-way needed from the U of R for the RPRP project and provide the needed permanent or temporary title and access at no cost to COMMISSION and without requiring eminent domain proceedings.

ARTICLE 11: AUDIT & INSPECTION

COMMISSION shall maintain a complete set of records in accordance with generally accepted engineering, design and accounting principles. Upon reasonable notice, COMMISSION shall permit the authorized representatives of U of R to inspect and audit all work, material, payroll, books, accounts, and other data and records related to the BETTERMENTS for a period of five (5) years after final payment or until any on-going audit is completed.

ARTICLE 12: INDEMNIFICATION

The indemnification and defense obligations of this Agreement shall survive its expiration or termination. U of R shall indemnify, defend, and hold harmless COMMISSION, its officers, directors, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) from any claims, costs, loss or damages, including without limitation, for bodily injuries, death, worker's compensation subrogation claims, or damage to or loss of use of property caused by or arising from the design, construction, operation, maintenance or use of the BETTERMENTS, or any negligent acts, omissions, or willful misconduct by U of R, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.

COMMISSION shall indemnify, defend, and hold harmless U of R, its officers, directors, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any claims, costs, loss or damages, including for bodily injuries, death, worker's compensation subrogation claims, or damage to or loss of use of property caused by or arising from the negligent acts, omissions, or willful misconduct by COMMISSION, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.

ARTICLE 13 – ADDITIONAL PROVISIONS

A. This agreement shall continue until terminated as provided below:

- a. Voluntary or involuntary transfer or assignment by either party hereto without the consent of the other party of any of the rights, titles, or obligations set forth in this Agreement;
- b. Mutual agreement of the PARTIES hereto to terminate this AGREEMENT;
- c. Any default or breach of the AGREEMENT by either PARTY hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot feasibly be cured within such thirty (30) day period:

B. Notwithstanding paragraph A above, this agreement shall be terminated upon thirty (30) days written notice by COMMISSION to U of R, without liability of any kind on the part of COMMISSION, in the event that a) the RPRP or the University Station is, for any

reason whatsoever, either not funded or defunded by COMMISSION or by any funding source upon which COMMISSION relies for funding for the project; b) any necessary governmental approval, permit or authorization for either the RPRP or the University Station is denied, withheld or revoked, including any such action by COMMISSION's Board of Directors; or c) construction of the RPRP or the University Station is enjoined or otherwise prevented by order of any court or government agency having jurisdiction. In such a case, COMMISSION shall return to U of R any funds received for the design of the BETTERMENTS under this agreement not yet expended, but shall have no further obligation or liability.

- C. 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.
- D. 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.
- E. 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.
- F. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both PARTIES.
- G. In the event of litigation arising from allegation of breach of this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees.
- H. This AGREEMENT may be signed in counterparts, each of which shall constitute an original document.
- I. 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.

- J. 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 COMMISSION: San Bernardino County Transportation Commission

1170 West 3rd Street, 2nd Floor

San Bernardino, CA 92410

Attention: Carrie Schindler, PE, Director of Transit & Rail Programs

If to University of Redlands:

Insert Address

Attention: _____, *Title*

The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT. Attachment "A" and "B" are 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.

University of Redlands:

San Bernardino Associated Governments:

By: _____

By: _____

Raymond W. Wolfe
Executive Director

Attest:

By: _____

By: _____

Jeffery Hill
Procurement Manager

Approved as to form:

By: _____

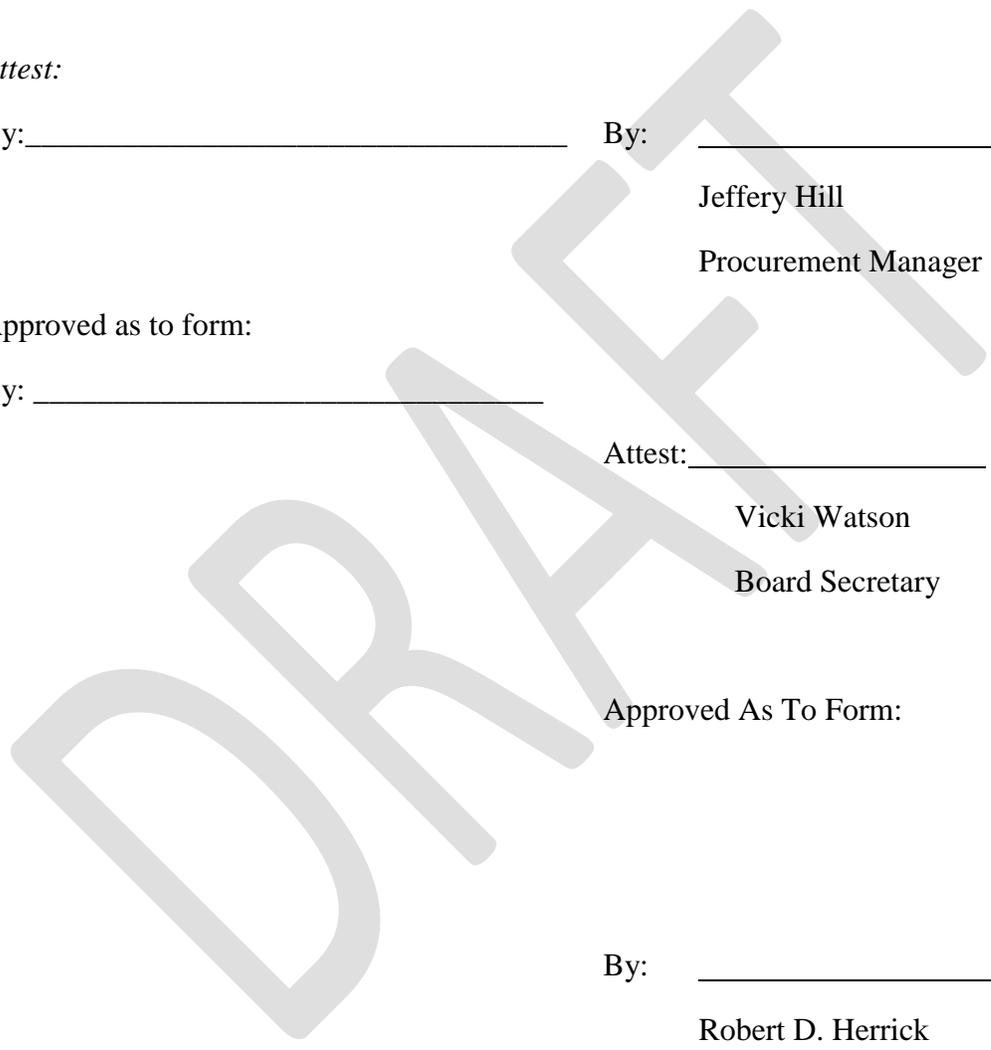
Attest: _____

Vicki Watson
Board Secretary

Approved As To Form:

By: _____

Robert D. Herrick
Assistant General Counsel



Attachment: 16-1001469 U of R_RPRP (1700 : RPRP Cooperative Agreement with U of R)

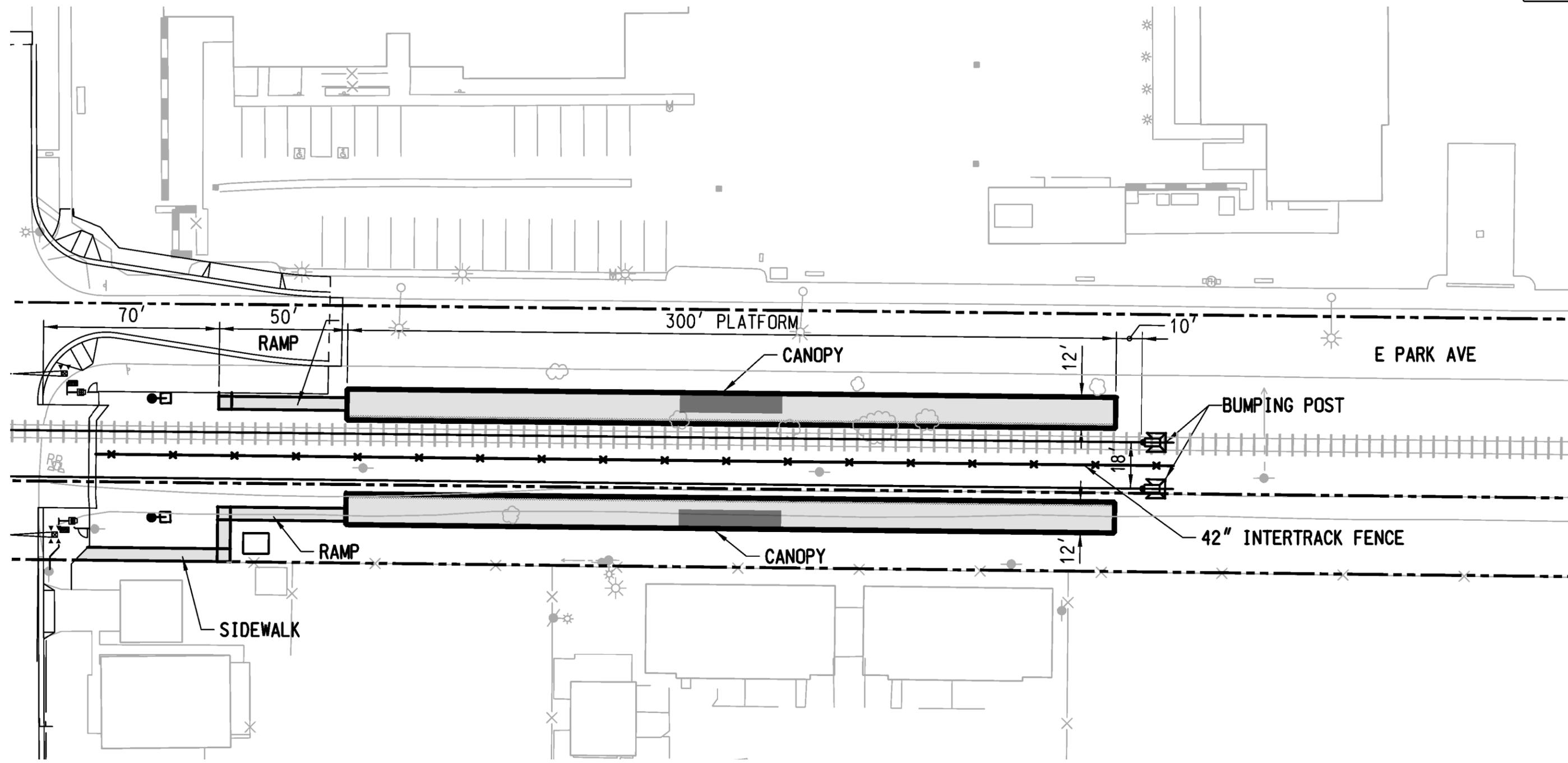
EXHIBIT A-1

Baseline Station Description – University of Redlands (following FTA SCC)

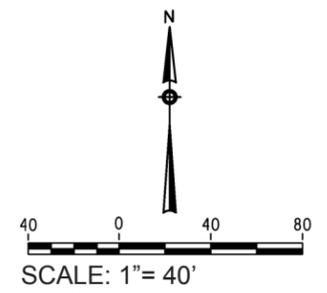
10 GUIDEWAY & TRACK ELEMENTS (route miles)		
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	Baseline design consists of all trackwork for two tracks @ 18' on-centers from the east end of the crossing panels at University Street, east to the bumpers or approximately 410' of track x 2. Intertrack fence, 42" height, welded wire mesh fabric.
10.11	Track: Ballasted	Track structure will be 136# CWR with concrete ties and clip system, locally available ballast 8" min depth from bottom of tie to top of subballast section.
10.12	Track: Special (switches, turnouts)	Two bumping posts at end of track
10.13	Track: Vibration and noise dampening	None proposed
20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)		
20.01	At-grade station, stop, shelter, mall, terminal, platform	<ul style="list-style-type: none"> • Two 12' x 300' side platforms at DMU floor height (approx. 24" ATOR) • ADA complaint ramps at west end of each platform (see 40.06 below) • One modern style canopy (27'x5') • Bench seating on the north side platform only • Railings along ramps and landings along the path of travel meeting minimum dimensions, etc. per ADA 42" • Railing at back of both platforms. • ADA compliant detectable warning pavers/tiles at edge of both platforms • Fire extinguisher in cabinet at standard mounting height at each light pole • 22 single-head lensed pole-mounted lights • Canopy mounted lighting • 8 trash receptacles • Kiosk/Display case • Hose bib for platform wash down • Standard platform signage including station area wayfinding signage
40 SITEWORK & SPECIAL CONDITIONS		
40.01	Demolition, Clearing, Earthwork	<ul style="list-style-type: none"> • Structural excavation for 2-12'x300' transit station platforms • New 2" water service with meter and BFP • 150-ft 2" Sch-40 Water • New 100A electrical service with meter pedestal/panel
40.06	Pedestrian / bike access and accommodation, landscaping	<ul style="list-style-type: none"> • Accessible path of travel/walkway from bottom of ramp landing at west end of each platform to the public right-of-way of University Street. Transitional surface sidewalk; standard city sidewalk and style with PCC material meeting SSPWC "green book" specs. • Remove and replace curb along south side of Park Ave (add sidewalk) from grade crossing east to end of new platform. • Pedestrian track crossing contiguous with University Street west of station platform.

EXHIBIT A-1

		Standard configuration (gates, flashers, swing gates, channelization railing).
40.07	Automobile, bus, van accessways including roads, parking lots	<ul style="list-style-type: none"> • Parking east of station by others.
50 SYSTEMS		
50.05	Communications	<ul style="list-style-type: none"> • Station area local network with communication interface cabinet (CIC) • Electronic Passenger Information System (EPIS) • Station loudspeaker/annunciation system • Train control and signal system with instrument house • Video surveillance – 10 cameras mounted on light poles • Communication antenna
50.06	Fare collection system and equipment	<ul style="list-style-type: none"> • 1 Ticket Vending Machine. • Conduit stub-ups for future Ticket Vending Machine
60 ROW, LAND, EXISTING IMPROVEMENTS		
60.01	Purchase or lease of real estate	<ul style="list-style-type: none"> • Acquisition of UP Parcel #170-181-49
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)		
80.02	Final Design	<ul style="list-style-type: none"> • Final engineering design for baseline station
80.03	Project Management for Design and Construction	<ul style="list-style-type: none"> • Includes Program Management Consultant time for baseline station
80.04	Construction Administration & Management	<ul style="list-style-type: none"> • CM for baseline station (assume 9% of construction costs) • DSDC (assume 4% of construction costs)
80.05	Professional Liability and other Non-Construction Insurance	N/A
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	<ul style="list-style-type: none"> • Review fees and permitting for utility service connections for baseline station
80.07	Surveys, Testing, Investigation, Inspection	Included in 80.04
80.08	Start up and Commissioning	Included in 80.04



Attachment: Baseline Station Description - FINAL - EXHIBIT A-1 (1700 : RPRP Cooperative Agreement with U of R)



University of Redlands Station Design
 Workshop 2 Resolution
 February 8, 2016

Station Platform Site Plan
 Baseline



T4-1

EXHIBIT A-1.3

EXHIBIT A-2

Betterment Station Description – University of Redlands (following FTA SCC)

10 GUIDEWAY & TRACK ELEMENTS (route miles)		
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	Baseline design consists of all trackwork for two tracks @ 18' on-centers from the east end of the crossing panels at University Street, east to the bumpers or approximately 410' of track x 2. Intertrack fence, 42" height, welded wire mesh fabric.
10.11	Track: Ballasted	Track structure will be 136# CWR with concrete ties and clip system, locally available ballast 8" min depth from bottom of tie to top of subballast section.
10.12	Track: Special (switches, turnouts)	Two bumping posts at end of track
10.13	Track: Vibration and noise dampening	None proposed
20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)		
20.01	At-grade station, stop, shelter, mall, terminal, platform	<ul style="list-style-type: none"> • Two 12' x 300' side platforms at DMU floor height (approx. 24" ATOR) • <u>Exposed Aggregate Platform Finish</u> • <u>Monumental stairs (north platform) 240 SF</u> • <u>Platform stairs (south platform) 120 SF</u> • <u>Stair railings both sides</u> • <u>Raised bed planters (30") with Cast Stone Planter Facing</u> • ADA complaint ramps at west end of each platform (see 40.06 below) • <u>Add ramps at east end of each platform (ADA complaint with railings, detectable warnings, landing, etc.)</u> • <u>One modern style canopy (27'x5')</u> <u>One upgraded canopy ("Temple" style @ 137' x 60' with cupola with 9' O.C. north-south column spacing and 10' O.C. east-west column spacing)</u> • <u>Additional/upgraded bench</u> Bench seating on the north side <u>both platforms-platform only</u> • <u>Upgrade canopy mounted lighting</u> • Railings along ramps and landings along the path of travel meeting minimum dimensions, etc. per ADA 42" • <u>Railing at back of both platforms and safety guardrails removed where planters will be constructed (credit).</u> • <u>Planters at platform level behind the TVMs and Emergency Phone Pedestal/display case.</u> <u>Upgraded Safety Guardrails</u> • ADA compliant detectable warning pavers/tiles at edge of both platforms • Fire extinguisher in cabinet at standard mounting height at each light pole • <u>Upgraded 22 single-head lensed pole-mounted lights</u> light poles and fixtures (22) • 8 trash receptacles • Kiosk/Display case • Hose bib for platform wash down • Standard platform signage including station area

Attachment: Betterment Station Description - FINAL - EXHIBIT A-2 (1700 : RPRP Cooperative Agreement with U of R)

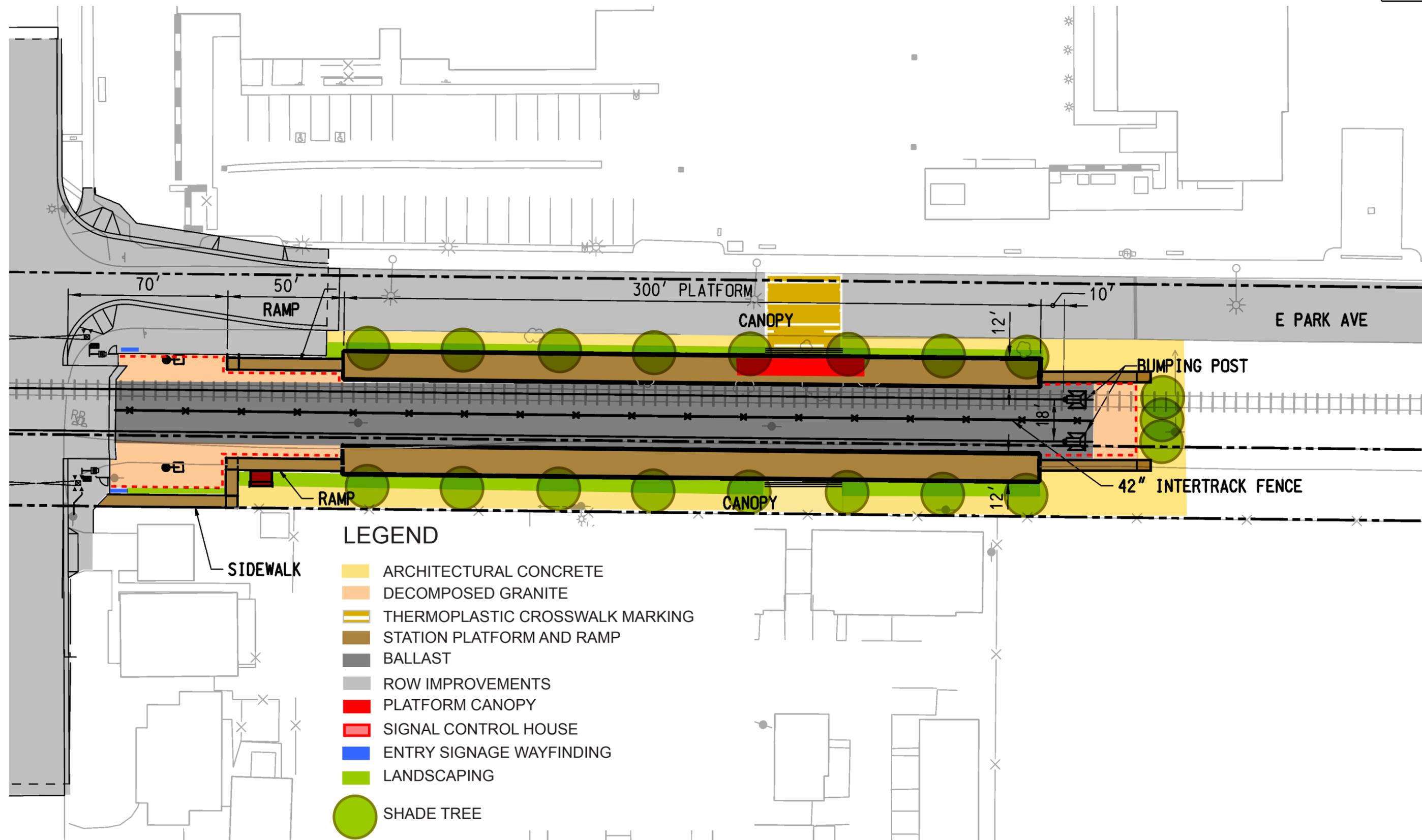
EXHIBIT A-2

		<ul style="list-style-type: none"> wayfinding signage <u>Additional signage, upgrade to kiosk-add second kiosk; allowance and provide conduit stub-up for future for "glass history wall" use.</u>
40 SITEWORK & SPECIAL CONDITIONS		
40.01	Demolition, Clearing, Earthwork	<ul style="list-style-type: none"> Structural excavation for 2-12'x300' transit station platforms New 2" water service with meter and BFP 150-ft 2" Sch-40 Water New 100A electrical service with meter pedestal/panel
40.06	Pedestrian / bike access and accommodation, landscaping	<ul style="list-style-type: none"> Accessible path of travel/walkway from bottom of ramp landing at west end of each platform to the public right-of-way of University Street. Transitional surface sidewalk; standard city sidewalk and style with PCC material meeting SSPWC "green book" specs. <u>Additional walkway at east end of each platform ramp ("non-protected crossing" between platforms beyond rails)</u> <u>Remove and replace an additional 60' of curb and gutter along Park Ave (add sidewalk) at east end of station</u> <u>Bike Racks/Loops/racks (28) located at east and west ramp areas</u> <u>Bike Lockers (115) located at east and west ramp areas</u> Pedestrian track crossing contiguous with University Street west of station platform. Standard configuration (gates, flashers, swing gates, channelization railing). <u>Upgrade to decomposed granite between track ballasted section and walkways or planters.</u> <u>Street Trees (includes sidewalk grates where necessary</u> <u>Landscaping (excluding trees)</u> <u>Irrigation system</u> <u>Irrigation meter (meter connection costs and permit fees presented in 80.06)</u>
40.07	Automobile, bus, van accessways including roads, parking lots	<ul style="list-style-type: none"> Parking east of station by others.
50 SYSTEMS		
50.05	Communications	<ul style="list-style-type: none"> Station area local network with communication interface cabinet (CIC) Electronic Passenger Information System (EPIS) Station loudspeaker/annunciation system Train control and signal system with instrument house Video surveillance – <u>40-20</u> cameras mounted on light poles, <u>structure and adjacent locations as appropriate</u> <u>Video surveillance – connect video data and imagery stream to University of Redlands Public Safety Office at the Willis Center (1,500-feet away</u>

Attachment: Betterment Station Description - FINAL - EXHIBIT A-2 (1700 : RPRP Cooperative Agreement with U of R)

EXHIBIT A-2

		<u>assumes method of connection will be hard-wired underground).</u>
50.06	Fare collection system and equipment	<ul style="list-style-type: none"> • Communication antenna • 1 Ticket Vending Machine. • 4-plumbingConduit stub-ups for future Ticket Vending Machine
60 ROW, LAND, EXISTING IMPROVEMENTS		
60.01	Purchase or lease of real estate	<ul style="list-style-type: none"> • Acquisition of UP Parcel #170-181-49
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)		
80.02	Final Design	<ul style="list-style-type: none"> • Final engineering design for baseline station
80.03	Project Management for Design and Construction	<ul style="list-style-type: none"> • Includes Program Management Consultant time for baseline station
80.04	Construction Administration & Management	<ul style="list-style-type: none"> • CM for baseline station (assume 9% of construction costs) • DSDC (assume 4% of construction costs)
80.05	Professional Liability and other Non-Construction Insurance	N/A
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	<ul style="list-style-type: none"> • Review fees and permitting for utility service connections for baseline station
80.07	Surveys, Testing, Investigation, Inspection	Included in 80.04
80.08	Start up and Commissioning	Included in 80.04



- LEGEND**
- ARCHITECTURAL CONCRETE
 - DECOMPOSED GRANITE
 - THERMOPLASTIC CROSSWALK MARKING
 - STATION PLATFORM AND RAMP
 - BALLAST
 - ROW IMPROVEMENTS
 - PLATFORM CANOPY
 - SIGNAL CONTROL HOUSE
 - ENTRY SIGNAGE WAYFINDING
 - LANDSCAPING
 - SHADE TREE



University of Redlands Station Design
 Workshop 2 Resolution
 February 12, 2016

Station Platform Site Plan
 Betterments

SCALE: 1" = 40'



T5-1

EXHIBIT A-2.4

Attachment: Betterment Station Description - FINAL - EXHIBIT A-2 (1700 : RPRP Cooperative Agreement with U of R)

Attachment B

COST ESTIMATE

Baseline Costs		Baseline + Betterments Costs	
FTA SCC 10 - Guideway & Track Elements	\$63,860	FTA SCC 10 - Guideway & Track Elements	\$63,860
FTA SCC 20 - Stations, Stops, Terminals, Intermodal	\$963,110	FTA SCC 20 - Stations, Stops, Terminals, Intermodal	\$1,529,300
FTA SCC 40 - Sitework & Special Conditions	\$114,600	FTA SCC 40 - Sitework & Special Conditions	\$159,920
FTA SCC 50 - Systems	\$503,120	FTA SCC 50 - Systems	\$518,760
Construction Sub-Total	\$1,644,690	Construction Sub-Total	\$2,271,840
30% Contingency	\$493,407	30% Contingency	\$681,552
Total Construction Cost with Contingency	\$2,138,097	Total Construction Cost with Contingency	\$2,953,392
FTA SCC 80 - Design, and Professional Services & Other Soft Costs		FTA SCC 80 - Design, and Professional Services & Other Soft Costs	
Design	\$277,870	Design	\$495,890
Professional Services & Soft Costs	\$304,330	Professional Services & Soft Costs	\$418,480
Professional Services Sub-Total	\$582,200	Professional Services Sub-Total	\$914,370
Baseline Total	\$2,720,297	Baseline + Betterment Total	\$3,867,762
		Difference	\$1,147,465

~Construction Contingency set at 30% based on the level of completion of the design

~values escalated at 3.5% to 2018 based on 2013 unit prices

PROJECT SCHEDULE

Milestone	Date
Environmental Clearance	March 2015
Begin Design	November, 2015
60% Design	Aug. 2016
90% Design	March 2017
Ready to Advertise for Construction	April 2017
Begin Construction	January 2018
End Construction	Early 2020

Attachment: Att B - Coop - Cost Est. - Schedule (1700 : RPRP Cooperative Agreement with U of R)

Minute Action

AGENDA ITEM: 11

Date: *March 10, 2016*

Subject:

Cooperative Agreement with Esri for the Redlands Passenger Rail Project - New York Street Station

Recommendation:

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

A. Approve and authorize the Executive Director or his designee to negotiate the final form of and execute a Cooperative Agreement, Contract No.16-1001470 with Environmental Systems Research Institute, for the design and construction of the Redlands Passenger Rail Project New York Street Station, for an amount still being negotiated, but currently estimated at \$3,541,000 as approved by SANBAG legal counsel.

B. Approve a revenue budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0324 Redland Passenger Rail Project in an amount of \$50,000 in accordance with the final negotiated value of Contract No. 16-1001470 in reimbursement Redlands Passenger Rail Project Funds from Environmental Systems Research Institute.

Background:

This Cooperative Agreement defines the roles and responsibilities between San Bernardino Associated Governments (SANBAG) and Environmental Systems Research Institute (Esri) for the design, construction, and maintenance of the New York Street Station as part of the Redlands Passenger Rail Project (RPRP). The New York Street Station, located at the intersection of Redlands Blvd. and New York Street in the City of Redlands is directly north of the Esri business campus. This station will provide access to passenger rail service to Esri and the surrounding community.

In a letter dated October 28, 2008, Esri expressed willingness and desire to develop, fund, construct, and maintain a station to serve the Esri campus and adjacent community that will be cost-neutral to SANBAG and will not impact the Redlands Passenger Rail Project (RPRP) delivery schedule. Esri has already provided an initial investment towards the New York Street Station, completing a conceptual plan for the station design.

SANBAG will act as the lead agency for design and construction of the New York Street Station. Per the attached agreement, Esri will reimburse SANBAG for all costs associated with the design, construction, and maintenance of the station. This agreement is currently in draft form and is undergoing final negotiations with Esri. The final agreement and contract cost will be completed and reviewed by SANBAG Legal Counsel prior to the item being presented to the SANBAG Board of Directors for final approval.

Entity: *CTC*

Commuter Rail & Transit Committee Agenda Item

March 10, 2016

Page 2

A separate Operations and Maintenance Agreement defining roles and responsibilities will be entered into prior to the completion of station construction. It is anticipated that Esri will assume responsibility for maintenance of the station.

Financial Impact:

This item is not consistent with the approved SANBAG Fiscal Year 2015/2016 Budget. A budget amendment is requested in Recommendation B.

Reviewed By:

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

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001470 Amendment No.: N/A Vendor No.: 788
Vendor/Customer Name: Esri Sole Source? Yes No
Description: Coop Agreement for the RPRP New York St. Station
Start Date: 04/06/2016 Expiration Date: N/A Revised Expiration Date:
Has Contract Term Been Amended? No Yes - Please Explain
List Any Related Contracts Nos.: 15-10001093 Amendment 1 - HDR Engineering, Inc.

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract, Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency, Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY. Values include \$ 3,541,000.00.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 04/06/2016
Board of Directors Action: Authorize Executive Director to execute 16-1001470

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: Capital PAA Other
Retention: % Maximum Retention: \$ -
Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
Disadvantaged Business Enterprise (DBE) Goal %

Contract Management: Receivable

E-76 and/or CTC Date (Attach Copy) Program Supplement No.:
Finance Letter Reversion Date: EA No.:

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager:

Attachment: SANBAG Contract Summary Sheet (1699 : Design with ESRI)

COOPERATIVE AGREEMENT NO. 16-1001470

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

ESRI

FOR THE DEVELOPMENT & CONSTRUCTION OF A PASSENGER RAIL STATION

ADJUNCT TO THE ESRI CAMPUS IN THE CITY OF REDLANDS, CA

This Cooperative Agreement (“AGREEMENT”) is made and entered into on this _____ day of _____ 20__, by and between the San Bernardino County Transportation Commission, hereinafter referred to as “COMMISSION” and Environmental Systems Research Institute, Incorporated (Esri) hereinafter referred to as “Esri”, and may hereinafter be individually or collectively referred to as “PARTY” or “PARTIES”.

RECITALS

WHEREAS, Esri is recognized as a distinguished business member of the Redlands community;
and

WHEREAS, COMMISSION is responsible for implementation of the Redlands Passenger Rail Project;
and

and

WHEREAS, COMMISSION and Esri wish to work cooperatively to promulgate passenger rail transit related infrastructure improvements within the City of Redlands and County of San Bernardino adjacent to the Esri campus;
and

and

WHEREAS, COMMISSION intends to construct the Redlands Passenger Rail Project (RPRP) an approximately nine-mile passenger rail transit system on existing railroad right-of-way between the western terminus at the San Bernardino Transit Center located at Rialto Avenue and E Street in the City of San Bernardino to the eastern terminus located south of the University of Redlands campus between University Street and Cook Avenue in the City of Redlands;

and

WHEREAS, COMMISSION received environmental approval through a single document in a manner that addresses the requirements of both the California Environmental Quality Act (CEQA) and the Federal National Environmental Protection Act (NEPA) in March 2015 and has obtained or intends to obtain the necessary clearances, permits, authorizations and funding to perform the engineering, design and construction work necessary to complete the RPRP;

and

WHEREAS, Esri has expressed its desire in a letter to the COMMISSION dated October 27, 2008 that an RPRP passenger station facility (“STATION”) be located proximate to the intersection of Redlands Boulevard and New York Street in the City of Redlands to serve the Esri campus and adjacent communities;

and

WHEREAS, COMMISSION is supportive of Esri’s desired STATION provided its development, construction, security, and maintenance of said STATION are cost-neutral to COMMISSION and do not impact the RPRP delivery schedule;

NOW, THEREFORE, it is mutually understood and agreed by COMMISSION and Esri as follows:

ARTICLE 1: TERMS & CONDITIONS

COMMISSION will support Esri’s desired STATION to serve its campus and the surrounding community provided the STATION:

1. Design is mutually agreed-upon by both COMMISSION and Esri;
2. Is cost-neutral to COMMISSION;

3. Mutually acceptable conceptual design for the STATION and its amenities are provided by Esri to COMMISSION (Attachment A) not later than April 6, 2016, from which, to the extent practicable, the final STATION design will be developed;
4. Conceptual design is consistent with COMMISSION’s design criteria with regards to safety, security, accessibility, platform dimensions and is aesthetically compatible with City of Redlands architectural and cultural themes and requirements;
5. Conceptual design is consistent with any applicable state, federal, local and industry regulations, codes and standards including, but not limited to, the Americans With Disabilities Act (ADA), the American Public Transportation Association (APTA), the American Association of Railroads (AAR), the American Railway Engineering and Maintenance of Way Association (AREMA), and California Division of the State Architect, the National Fire Prevention Association (NFPA), the California Public Utilities Commission (CPUC), the Federal Railroad Administration (FRA) and the Federal Transit Administration (FTA);
6. Final design will be developed for one construction contract, with design and construction conducted by COMMISSION’s engineering, design and construction contractors, under the direct management and control of the COMMISSION and its program management resources;
7. Final design will comply with COMMISSION’s design criteria for RPRP stations, including station features such as changeable message signs, ticket vending machines, wayfinding signage, canopies, and benches.
8. Design and construction plans and specifications become a Baseline Element of the RPRP project and must not be changed or revised without approval of the Configuration Review Board (see RPRP *Configuration Management Plan*);
9. Development and construction do not delay COMMISSION’s ability to advertise for construction bids as defined in Attachment “A”.

ARTICLE 2: FUNDING

Esri shall fund all costs, estimated in Attachment B, related to the development, design, construction, maintenance, and security of the STATION, unless Esri elects not to proceed with construction of the STATION as set forth below.

DESIGN COSTS

The STATION design costs are currently estimated at \$###,###, as indicated in Attachment “B”, inclusive of an allowance for Esri-requested design changes. Esri shall pay this amount to COMMISSION upon execution of this Agreement. At the conclusion of design, should funding remain from the payment amount due to design savings, COMMISSION shall refund the savings to Esri or retain for use on STATION construction costs per the written direction of Esri.

CONSTRUCTION COSTS

Based on conceptual planning, the cost of constructing the STATION is estimated \$#,###,###, as indicated in Attachment “B”, inclusive of an allowance for Esri-requested construction changes.

Since the actual cost of constructing the STATION cannot be known with any degree of certainty until the COMMISSION receives the RPRP construction bids, the costs of constructing the STATION, as indicated in Attachment “B” are based on the conceptual planning done by Esri. During the design process, a construction cost estimate will be prepared by COMMISSION and its consultants showing the estimated cost of construction of the STATION prior to advertising for construction bids. Based on the cost estimate, Esri shall notify COMMISSION of its election to proceed with and pay for construction of, and construction related services for, the STATION within ten (10) days of receiving the cost estimate.

Esri shall pay to COMMISSION the amount of the RPRP construction bid related to the STATION and the allowance for Esri-requested constructed changes within fifteen (15) days of receiving notice from COMMISSION of the amount of the bid. At the conclusion of construction, should funding remain from the payment amount for construction, COMMISSION shall refund the savings to Esri within 30 days of the COMMISSION closing the construction contract.

PROGRESS REPORTS, ADDITIONAL COSTS AND SCHEDULE

COMMISSION will submit status reports on progress and expenditures related to the STATION to Esri on a quarterly basis. Such reports shall include invoices for the amount of any Esri-requested change orders or other unforeseen cost increases related to the design and/or construction of the STATION that exceed the allowances identified in Attachment B. Esri shall pay any such invoices within thirty (30) days of receipt of invoice. Esri agrees to the schedule identified in Attachment "B" and understands that there will be additional costs for design and/or construction of the STATION should Esri seek to make changes after April 6, 2016. Additionally, Esri acknowledges that COMMISSION will not delay the project to accommodate additional changes related to STATION that are not identified in Attachment "A."

ESRI FINAL ELECTION NOT TO PROCEED

Esri may elect not to proceed with the STATION based upon the construction cost of the STATION contained in the successful RPRP construction bid. If Esri elects not to proceed with construction of the STATION, Esri shall provide written notification to COMMISSION of such election within 10 calendar days of receiving the RPRP construction bid amount related to the STATION from the COMMISSION. Esri will reimburse COMMISSION for any additional cost to COMMISSION of redesigning the plans to eliminate the STATION and COMMISSION will proceed with RPRP construction.

ARTICLE 3: STATION NAMING RIGHTS

Upon completion of the STATION, COMMISSION will grant STATION naming privileges to Esri subject to COMMISSION Board review and approval.

ARTICLE 4: STATION MAINTENANCE & SECURITY

Esri will assume responsibility and pay for maintenance and security of the STATION once complete. The PARTIES will enter into a separate Maintenance and Security Agreement, prior to award of any construction contract for the STATION by COMMISSION, setting forth the COMMISSION's railroad safety and indemnity requirements, and other terms and conditions relative to maintenance and security for the STATION. COMMISSION will grant Esri access to STATION security cameras transmissions to assist in Esri performing STATION responsibilities. COMMISSION has identified certain areas in vicinity of STATION, as depicted

on Attachment B, where Esri access is not allowed except following approval granted by COMMISSION. Esri shall provide an emergency call button at STATION at no cost to COMMISSION.

ARTICLE 5: QUIET ZONES

In accordance with COMMISSION Memorandum of Understanding 15-1001047 between the City of Redlands and COMMISSION, Esri and COMMISSION, as necessary, will partner with the City of Redlands in the effort to establish said Quiet Zone(s);

ARTICLE 6: COMPLETE COOPERATIVE AGREEMENT

- A. Except as stated herein, 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 the Agreement between COMMISSION and Esri concerning Esri's desired passenger rail transit STATION facility.
- B. The Recitals of this document are true and correct and are incorporated into this agreement by reference.
- C. This Cooperative Agreement defines the specific terms, conditions, and funding responsibilities of the Parties as they pertain to the subjects and projects addressed herein. Both COMMISSION and Esri agree that each will, in good faith, cooperate and coordinate with each other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 7: DELEGATED AUTHORITY

The actions taken by COMMISSION in the implementation of this Agreement are delegated to its Executive Director or designee; the actions required to be taken by Esri in the implementation of this Agreement are delegated to its CEO, President or designee. Esri may request, in writing using the change order form included as Attachment "C", changes to STATION design and construction, funded by Esri in accordance with Article 2. Esri delegates the authority for such written requests to (TBD).

ARTICLE 8: RESPONSIBILITIES OF COMMISSION

COMMISSION agrees to the following responsibilities:

- A. Act as the lead agency for the RPRP and shall manage, administer, coordinate, and oversee all work related to it, including the design and construction of the agreed upon STATION, as identified in COMMISSION approved contracts.
- B. Monitor all elements related to the STATION design and construction activities to verify schedules, quality, and budget goals are met, including proper identification of the construction bid items related to the STATION in the RPRP advertisement for construction bids.
- C. Comply with all notice, reporting and other obligations it may have under Article 2 above, including providing reasonable backup documentation for reports and invoices.
- D. Notify Esri in writing of any changes, or potential budgetary changes, in the schedule, scope of work, or design of the STATION within 30 days of identifying and confirming these changes. This includes notifying Esri of the construction bid results pertaining to STATION.
- E. To cooperate with Esri's reasonable long-term plans for transit-oriented-development (TOD) at and around the STATION.
- F. Provide and pay for electrical services to STATION.
- G. Grant a license agreement to Esri, on COMMISSION's terms and conditions, for the STATION location within COMMISSION's railroad right of way.

ARTICLE 9: RESPONSIBILITIES OF Esri

Esri agrees to the following responsibilities:

- A. Provide to COMMISSION written requests for services to be performed by COMMISSION or their contractors under this Agreement.
- B. Comply with all notice, funding, reporting and other obligations it may have under Article 2 above.

- C. Designate a project manager to be the point of contact between the PARTIES and to coordinate with COMMISSION on the design and construction of STATION.
- D. Pay for all costs incurred by COMMISSION pertaining to the inclusion and/or removal of STATION in the RPRP, should this AGREEMENT be terminated in accordance with Article 12 – Additional Provisions, Section A.
- E. To verify its STATION design criteria are consistent with all applicable state, federal, local and industry regulations, codes and standards including, but not limited to, the Americans With Disabilities Act (ADA), the American Public Transportation Association (APTA), the American Association of Railroads (AAR), the American Railway Engineering and Maintenance of Way Association (AREMA), and California Division of the State Architect, the National Fire Prevention Association (NFPA), the California Public Utilities Commission (CPUC), the Federal Railroad Administration (FRA) and the Federal Transit Administration (FTA); and must not diminish nor conflict with COMMISSION’s design criteria and specifications with regards to safety, security, accessibility and platform length, width and height;
- F. Provide to COMMISSION written requests for services to be performed by COMMISSION or their design and construction contractors under this Agreement.
- G. To dedicate to COMMISSION the real property (land) adjacent to the RPRP right-of-way necessary for the STATION and its associated facilities, utilities, data communications, and accessibility features. Title to said property shall be transferred to COMMISSION.
- H. Provide and pay for water service for STATION.

ARTICLE 10: AUDIT & INSPECTION

COMMISSION shall maintain a complete set of records in accordance with generally accepted engineering, design and accounting principles. Upon reasonable notice, COMMISSION shall permit the authorized representatives of Esri to inspect and audit all work, material, payroll, books, accounts, and other data and records related to the STATION for a period of five (5) years after final payment or until any on-going audit is completed.

ARTICLE 11: INDEMNIFICATION

The indemnification and defense obligations of this Agreement shall survive its expiration or termination. Esri shall indemnify, defend, and hold harmless COMMISSION, its officers, directors, 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 STATION, or any negligent acts, omissions, or willful misconduct by Esri, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.

COMMISSION shall indemnify, defend, and hold harmless Esri, its officers, directors, 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 COMMISSION, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.

ARTICLE 12: ADDITIONAL PROVISIONS

A. This agreement shall continue until terminated as provided below:

1. Voluntary or involuntary transfer or assignment by either party hereto without the consent of the other party of any of the rights, titles, or obligations set forth in this Agreement;
2. Mutual agreement of the PARTIES hereto to terminate this AGREEMENT;
3. Any default or breach of the AGREEMENT by either PARTY hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be cured within such thirty (30) day period:

B. Notwithstanding paragraph A above, this agreement shall be terminated upon thirty (30) days written notice by COMMISSION to Esri, without liability of any kind on the part of

COMMISSION, in the event that a) the RPRP or the STATION is, for any reason whatsoever, either not funded or defunded by COMMISSION or by any funding source upon which COMMISSION relies for funding for the project; b) any necessary governmental approval, permit or authorization for either the RPRP or the STATION is denied, withheld or revoked, including any such action by COMMISSION's Board of Directors; or c) construction of the RPRP or the STATION is enjoined or otherwise prevented by order of any court or government agency having jurisdiction. In such a case, COMMISSION shall return to Esri any funds received for the design of the STATION under this agreement not yet expended, but shall have no further obligation or liability.

- C. 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.
- D. 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.
- E. 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.
- F. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both PARTIES.
- G. In the event of litigation arising from this AGREEMENT, the prevailing party shall be entitled to recover its costs, including, without limitation, attorney(s) fees.
- H. This AGREEMENT may be signed in counterparts, each of which shall constitute an original document.
- I. 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.

- J. 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 COMMISSION:

San Bernardino County Transportation Commission
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

Attention: Carrie Schindler, PE, Director of Transit & Rail Programs

If to Esri:

Esri
380 New York St
Redlands, CA 92373

Attention: Don Berry, Director of Operations

The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT. Attachment “A”, “B”, and “C” are 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.

Environmental Systems Research Institute, Inc.: San Bernardino Associated Governments:

By: _____

By: _____

Raymond W. Wolfe
Executive Director

Attest:

By: _____

By: _____

Jeffery Hill
Procurement Manager

Approved as to form:

By: _____

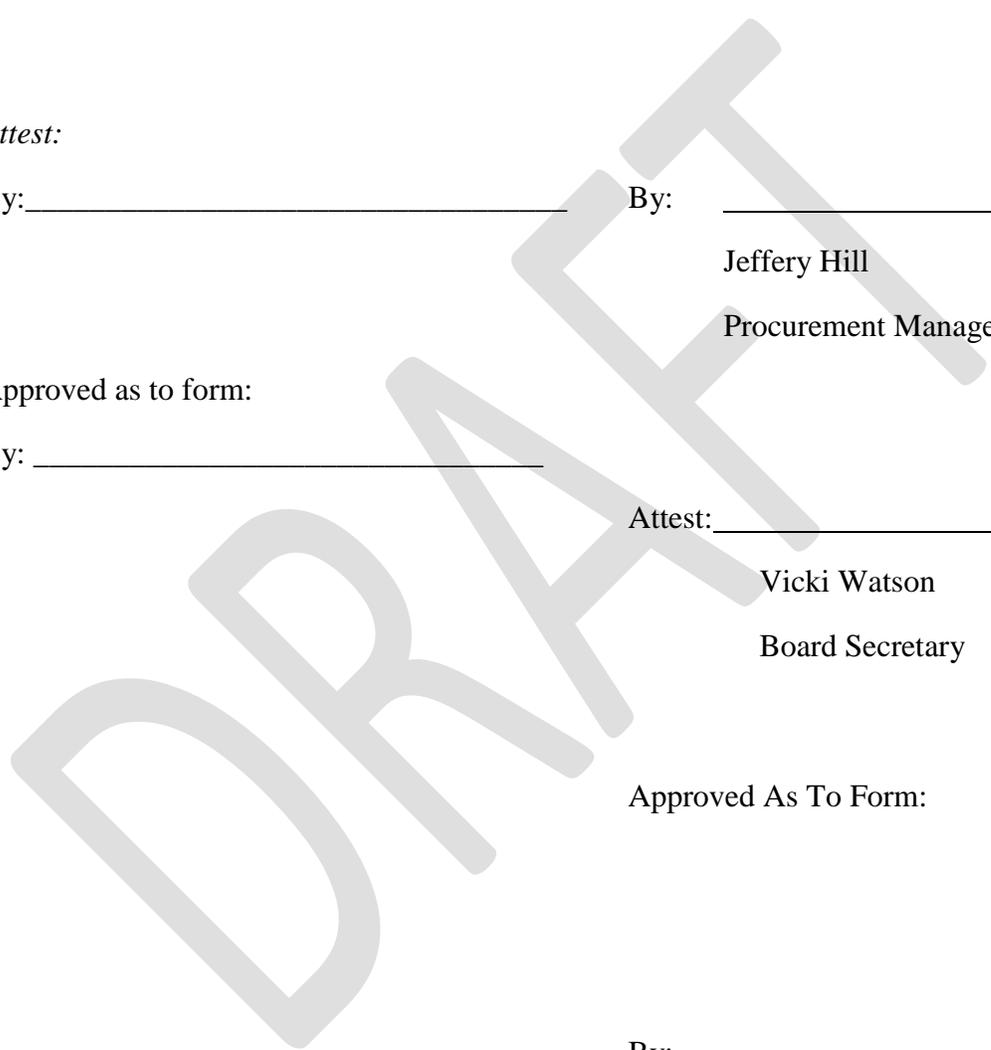
Attest: _____

Vicki Watson
Board Secretary

Approved As To Form:

By: _____

Robert D. Herrick
Assistant General Counsel



Attachment: 160216 RPRP - SANBAG-ESRI Station Coop 151218 jlfmt [Revision 3] (1699 : Design with ESRI)

Station Description – Esri (following FTA SCC)

10 GUIDEWAY & TRACK ELEMENTS (route miles)		
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	<ul style="list-style-type: none"> Baseline design consists of all trackwork for one track south of New York Street, approximately 600' of track through the station area. Channelization fence at edge of platform and along Right-of-Way north of the tracks (1000 LF)
10.11	Track: Ballasted	Track structure will be 136# CWR with concrete ties and clip system, locally available ballast 8" min depth from bottom of tie to top of subballast section.
20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)		
20.01	At-grade station, stop, shelter, mall, terminal, platform	<ul style="list-style-type: none"> Refer to rendering from Workshop results dated Dec 2012 and attached. One 12' x 300' side platform at DMU floor height (approx. 24" ATOR) Concrete "Topset" Finish along platform and walkways Platform "monument" stairs and platform staircase (south and east of platform) 120 SF each Stair railing in middle of staircase ADA walkway/ramp at east end of walkway (ADA compliant with railings, detectable warnings, landing, etc.) see 40.06 Three canopies with lighting (offset cantilever flat roof and two-column design per rendering 8' x 20' ea.) Railings along ramps and landings along the path of travel meeting minimum dimensions, etc.; 42" Custom ornamental guardrail at back of platform ADA compliant detectable warning pavers/tiles at edge of platform Fire extinguisher in cabinets Light poles and fixtures Bench seating on platform (4 benches) 4 Trash receptacles 2 Kiosks/Map cases Hose bib for platform wash down Standard platform signage including station area wayfinding signage
40 SITEWORK & SPECIAL CONDITIONS		
40.01	Demolition, Clearing, Earthwork	<ul style="list-style-type: none"> Structural excavation for one 12'x300' transit station platform New 2" water service with meter and BFP 2" Sch-40 Water New 100A electrical service with meter pedestal/panel
40.02	Site Utilities, Utility Relocation	<ul style="list-style-type: none"> Storm drains and minor utility relocation. (The presence of a the boarding platform forces ditch to become storm drain pipe).
40.05	Site structures including retaining walls, sound walls	<ul style="list-style-type: none"> Retaining wall with stamped concrete finish for pedestrian walkway
40.06	Pedestrian / bike access and accommodation, landscaping	<ul style="list-style-type: none"> Accessible path of travel/walkway from Esri site and from walkway at east end of to the public

		<p>right-of-way of Redlands Boulevard and New York Street. Transitional surface sidewalk; standard city sidewalk and style with PCC material meeting SSPWC “green book” specs.</p> <ul style="list-style-type: none"> • At-grade pedestrian crossing panels across track that will connect pedestrians to sidewalk linking West Stuart Avenue to the New York Station (including signage, swing gates, detectable warning, channelization fence). (See 50 Systems for grade crossing warning device) • Bike Racks and Bike lockers • Pedestrian road crossing at Redlands Boulevard east of station platform. • Traffic Signal Modification (including striping) at Redlands Boulevard • Bollards at pedestrian road crossing at Redlands Boulevard • Street Trees (includes sidewalk grates where necessary) • Landscaping (grassy areas, 5 gallon shrubs decorative gravel and boulders, excludes trees) • Irrigation system with BFP • Irrigation meter (meter connection costs and permit fees presented in 80.06)
50 SYSTEMS		
50.05	Communications	<ul style="list-style-type: none"> • Station area local network with communication interface cabinet (CIC) • Electronic Passenger Information System (EPIS) • Station loudspeaker/annunciation system • Train control and signal system with instrument house for grade crossing • Video surveillance – 10 cameras mounted on light poles, structure and adjacent locations as appropriate • Video surveillance – connect video data and imagery stream to Esri campus security/operations center.
50.06	Fare collection system and equipment	<ul style="list-style-type: none"> • 1 Ticket Vending Machine.
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)		
80.02	Final Design	<ul style="list-style-type: none"> • Final engineering design for station and at-grade crossing
80.03	Project Management for Design and Construction	<ul style="list-style-type: none"> • Includes Program Management Consultant time for baseline station
80.04	Construction Administration & Management	<ul style="list-style-type: none"> • CM for baseline station (assume 9% of construction costs) • DSDC (assume 4% of construction costs)
80.05	Professional Liability and other Non-Construction Insurance	N/A
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	<ul style="list-style-type: none"> • Review fees and permitting for utility service connections for baseline station
80.07	Surveys, Testing, Investigation, Inspection	Included in 80.04
80.08	Start up and Commissioning	Included in 80.04



Attachment: Attachment A -SOW (1699 : Design with ESRI)



ESRI Gateway
 RPRP: New York Station Design Charrette 3
 December 12, 2012

Selected
 Scheme

New York Station
 Aerial View from SE





Attachment: Attachment A -SOW (1699 : Design with ESRI)



ESRI Gateway
 RPRP: New York Station Design Charrette 3
 December 12, 2012

Selected
 Scheme

New York Station
 View from South





Attachment: Attachment A -SOW (1699 : Design with ESRI)



ESRI Gateway
 RPRP: New York Station Design Charrette 3
 December 12, 2012

Selected
 Scheme

New York Station
 Aerial View from SE





Attachment: Attachment A -SOW (1699 : Design with ESRI)



ESRI Gateway
 RPRP: New York Station Design Charrette 3
 December 12, 2012

Selected
 Scheme

New York Station
 View from North





Attachment: Attachment A -SOW (1699 : Design with ESRI)



ESRI Gateway
 RPRP: New York Station Design Charrette 3
 December 12, 2012

Selected
 Scheme

New York Station
 Platform View



Attachment B

COST ESTIMATE**Station Costs**

10 Guideway & Track Elements	\$97,000
20 Stations, Stops, Terminals, Intermodal	\$822,144
40 Sitework & Special Conditions	\$248,450
50 Systems	\$885,380
Construction Sub-Total	\$2,052,974
30% Contingency	\$615,892

Total Construction Cost with Contingency \$2,668,866

80 Design, and Professional Services & Other Soft Costs

Design	\$568,380
Professional Services & Soft Costs	\$303,580
Professional Services sub total	\$871,960

Total \$3,540,826

~Construction Contingency set at 30% based on the level of completion of the design

~values escalated at 3.5% to 2018 based on 2013 unit prices

PROJECT SCHEDULE

Milestone	Date
Environmental Clearance	March 2015
Begin Design	November 2015
60% Design	August 2016
90% Design	March 2017
Ready to Advertise for Construction	April 2017
Begin Construction	January 2018
End Construction	Early 2020

Project Change Request



Project Name		Change Number	
Requested By		Date of Request	
Presented To			

Change Name

Description of Change:

Reason for Change:

Effect on Deliverables (including a list of any affected deliverables):

Effect on Organization:

Effect on Schedule (including Estimated Completion Date for this change):

Effect on Project Cost:

Item Description	Hours		Dollars	
	Reduction	Increase	Reduction	Increase
Analysis		0		\$ 0.00
Development		0		\$ 0.00
Total Net Change in Cost:				\$ 0.00

Effect of NOT Approving this Change:

Reason for Rejection (if applicable):

Attachment: Attachment C - RPRP Project Change Request_template (1699 : Design with ESRI)

Project Change Request



Esri Project Manager

Approved Signature: _____

Rejected Title: _____ Date: _____

SANBAG Project Manager

Approved Signature: _____

Rejected Title: _____ Date: _____

Attachment: Attachment C - RPRP Project Change Request_template (1699 : Design with ESRI)

Minute Action

AGENDA ITEM: 12

Date: *March 10, 2016*

Subject:

Amendment 1 to Contract No. 15-1001093 with HDR Engineering, Inc for the Redlands Passenger Rail Project

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve the following, contingent upon the execution and final negotiated contract amount of Cooperative Agreements No. 16-1001469 with the University of Redlands and No. 16-1001470 with Esri:

A. Authorize the Executive Director or designee to approve Amendment No. 1 to Contract No. 15-1001093 with HDR Engineering, Inc. for additional design services related to the New York Street and University Stations for the Redlands Passenger Rail Project, increasing the contract amount by \$877,892 for a new contract amount of \$26,074,716 and a contingency amount of \$2,519,682.

Background:

On October 7, 2015 the SANBAG Board of Directors awarded Contract 15-1001093 to HDR Engineering, Inc. (HDR) for final design services for the Redlands Passenger Rail Project (RPRP). The scope of work for HDR's contract included performing final design, securing environmental and other necessary permits, design services during construction, environmental studies, and support services during outreach and coordination with third parties as required for the construction and implementation of the mainline portion of RPRP.

This first amendment to the HDR contract and the associated budget increase is to include design efforts to complete the New York Street Station and betterments to the University Station. Plans for the New York Street Station and betterments at the University Station were still at the conceptual level at the time the original HDR contract was awarded and thus was not included in the original contract.

During the initial development of RPRP, SANBAG did not identify the New York Street Station as being included as part of the first phase of RPRP. In a letter dated October 28, 2008, Environmental Systems Research Institute, Inc. (Esri) expressed willingness and desire to develop, fund, construct, and maintain the New York Street Station, which is located just north of the Esri business campus, which would serve its employees, customers, and the adjacent community. SANBAG is currently finalizing negotiations with Esri for Cooperative Agreement No. 16-1001470, which specifies that the design, construction, and maintenance will be cost neutral to SANBAG and will not impact the RPRP delivery schedule.

Entity: CTA

Commuter Rail & Transit Committee Agenda Item

March 10, 2016

Page 2

While SANBAG was completing the preliminary design and environmental clearance of RPRP, the University of Redlands (U of R) expressed interest in funding betterments to the planned University Station, which is the eastern terminus of RPRP and located at the southern boundary of the U of R campus. The original HDR contract included scope to design a “basic” station. The U of R is interested in funding efforts to complete “betterments” to the station to be memorialized in Cooperative Agreement No. 16-1001469, which is currently under negotiation with the U of R.

Based on the final execution and negotiated amounts of Cooperative Agreements No. 16-1001469 and 16-1001470, which stipulate that Esri and the U of R are responsible to fund the design and implementation elements associated with their respective stations, staff recommends amending HDR Contract No. 15-1001093 to execute the design at each station using the funds obligated by the private partners.

Financial Impact:

This item is consistent with the SANBAG Fiscal Year 2015/2016 Budget.

Reviewed By:

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

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001093 Amendment No.: 1 Vendor No.: 00982
 Vendor/Customer Name: HDR Engineering, Inc. Sole Source? Yes No
 Description: RPRP Final Design Amend. 1 - New York St. & University Station
 Start Date: 04/06/2016 Expiration Date: 06/30/2022 Revised Expiration Date: N/A
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001469, 16-1001470

Dollar Amount			
Original Contract	\$ 25,196,824.00	Original Contingency	\$ 2,519,682.00
Revised Contract (Inclusive of Prior Amendments)	\$ 25,196,824.00	Revised Contingency (Inclusive of Prior Amendments)	\$ 2,519,682.00
Current Amendment	\$ 877,892.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 26,074,716.00	TOTAL CONTINGENCY VALUE	\$ 2,519,682.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 28,594,398.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 04/06/2016
 Board of Directors Action: Authorize Executive Director to execute Amendment 1 to 15-1001093

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager:

Attachment: Contract Summary Sheet [Revision 1] (2609 : RPRP Amendment 1 with HDR)

AMENDMENT NO. 1 TO CONTRACT NO. 15-1001093

FOR

FINAL DESIGN SERVICES FOR REDLANDS PASSENGER RAIL PROJECT

(HDR ENGINEERING, INC)

This AMENDMENT No. 1 to Contract No. 15-1001093 is made by and between the San Bernardino County Transportation Authority (hereafter called AUTHORITY) and HDR Engineering, Inc. (hereafter called CONSULTANT):

RECITALS

- A. AUTHORITY, under Contract No. 15-1001093, engaged CONSULTANT to provide final design services for Redlands Passenger Rail Project ("Contract"); and
- B. AUTHORITY, wishes to engage CONSULTANT to provide additional design services with respect to adding the New York Street Station and certain betterments to the design for the University Station as part of the Redlands Passenger Rail Project. The parties have agreed that such additional design services will increase the Contract price by \$877,892 for a new contract amount of \$26,074,716; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY do hereby agree to amend Contract No. 15-1001093 as follows:

1. Article 3 "Compensation", sub-paragraph 3.8, is deleted and replaced in its entirety to read as follows:

"3.8 The total amount payable by SANBAG shall not exceed Twenty-Six Million Two Hundred Thirty-Three Thousand One Hundred Thirty-Six Dollars (\$26,233,136)."
2. The Scope of Services for Contract No. 15-1001093 shall be amended to reflect the additions described in Exhibit "A.1" to this Amendment No. 1, all to be performed to AUTHORITY's satisfaction. Except as specifically amended in Exhibit "A.1", the current provisions of the Scope of Services shall remain in force and effect."
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 1, all other provisions of Contract No. 15-1001093, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 1 is effective upon execution by AUTHORITY.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 below.

CONSULTANT

SANBAG

By: _____
Kip Field, PE
Assistant Vice President

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: HDR Amendment 1 (2609 : RPRP Amendment 1 with HDR)

EXHIBIT A-1

SCOPE OF WORK**General Description**

SANBAG has completed negotiations with the two public-private partners, Esri and the University of Redlands for the addition of a passenger station at New York Avenue and the inclusion of certain betterments at the University of Redlands Station. These project modifications will require additional project management, design and construction services. Those modifications were formalized in Cooperative Agreements with each of the two public-private partners. The following scope of services identifies the modifications to the scope of services of Contract 15-1001093 required to enact the proposed changes.

The following new tasks shall be added:

TASK 45 – Design Esri Station

CONSULTANT shall develop construction documents for a passenger station at New York Street based on the description provided in Cooperative Agreement No. 16-1001470 Between San Bernardino County Transportation Commission and Esri. The work shall follow the same approach as is contained in the base scope of services Tasks 34 through 37, 60%, 90%, 100% and IFB Design phases and submittals.

Additionally, CONSULTANT shall support bidding and construction in the same manner and fashion as the other stations and described in Tasks 39 and 40.

An “in-station pedestrian” at-grade crossing shall be included in the scope of the work and including the effort to support the application to the CPUC for the new crossing.

COST – TASK 45

Final Design:	\$568,380
Design Services During Construction:	<u>\$ 53,380</u>
TOTAL:	\$621,760

TASK 46 – Design for “betterments” at the University of Redlands Station

CONSULTANT shall develop construction documents for additional design and station features (betterments) for the planned station at the University of Redlands and based on the description provided in Cooperative Agreement 16-1001469 Between San Bernardino County Transportation Commission and the University of Redlands. The work shall follow the same approach as is contained in the base scope of services for Tasks 34 through 37, 60%, 90%, 100% and IFB Design phases and submittals and shall be seamlessly integrated into the documents currently planned for this station.

Additionally, CONSULTANT shall support bidding and construction in the same manner and fashion as the other stations and described in Tasks 39 and 40.

Station parking or the extension of Park Avenue is not considered or included in the station betterments to be designed herein.

EXHIBIT A-1

COST – TASK 46

Final Design:	\$239,822
Design Services During Construction:	<u>\$ 16,310</u>
TOTAL:	\$256,132

DRAFT

Attachment: Amendment No 1 - Stations SOW & Cost (2609 : RPRP Amendment 1 with HDR)

Minute Action

AGENDA ITEM: 13

Date: *March 10, 2016*

Subject:

Consolidated Transportation Services Agency Services and Operations in San Bernardino Valley

Recommendation:

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

Approve Agreement No. 16-1001458 with Omnitrans, in substantially the form attached, allocating Measure I Consolidated Transportation Services Agency Funds to Omnitrans for operation of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities.

Background:

On November 4, 2015, the Board affirmed that it is in the best interest of the taxpayer to consolidate the operations of the Valley consolidated transportation services agency (CTSA) under Omnitrans, which allows for direct coordination of services and accrual of operations savings for reinvestment into services for senior citizens and persons with disabilities. Staff notified the SANBAG Board at the February 3, 2016, Board meeting that Valley Transportation Services (VTrans) had taken action to terminate SANBAG's obligation to provide future transfers of Measure I Valley area CTSA funds to VTrans and to transfer unobligated CTSA Funds and Valley CTSA records to SANBAG. At that same meeting, the Board approved a CTSA funding agreement with Omnitrans in an effort to ensure no loss of service to people served by the CTSA.

As SANBAG, VTrans, and Omnitrans staff have begun to work through the details of transition of services from VTrans to Omnitrans, it has become apparent that modifications are required to the terms of the funding agreement with Omnitrans as follows:

- 1) In Omnitrans' financial analysis of the cost to provide CTSA services it was shown that almost \$180,000 could be saved annually by administrative costs being absorbed by Omnitrans' cost allocation plan, which is essentially their overhead cost allocation structure. Language has been added to the agreement that will allow Omnitrans to transfer Measure I CTSA Funds to the General Fund for administrative overhead at the rate that has been verified and approved by the Federal Transit Administration. Currently that would be 3.27% of the Measure I CTSA Funds, or about \$81,000 annually.
- 2) The agreement presented in February addressed only the conveyance of the pass-through CTSA Funds to Omnitrans. Terms have been added to the agreement concerning the CTSA Funds and capital assets that have been purchased with CTSA funds that are returned from VTrans to SANBAG and how those will be transferred to Omnitrans.

Entity: CTA

Commuter Rail & Transit Committee Agenda Item

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Because SANBAG's agreement with VTrans allowed VTrans to retain funds necessary to support six months of operations, the delay to the execution of the agreement with Omnitrans will not impact CTSA services.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 SANBAG budget.

Reviewed By:

This item is not scheduled for review by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, the draft amendment and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001458 Amendment No.: 0 Vendor No.: 01568
 Vendor/Customer Name: Omnitrans Sole Source? Yes No
 Description: Operation of a Consolidated Transportation Services Agency
 Start Date: 04/06/2016 Expiration Date: 11/04/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: Res 16-005

Dollar Amount			
Original Contract	\$ 4,143,080.25	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
	2% Valley MSI Collections + returned cash and assets		
TOTAL CONTRACT VALUE		TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	2% Valley MSI Collections + returned cash and assets

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 04/06/2016
 Board of Directors Action: Approve Agreement 16-1001458 with Omnitrans

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____% Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____%

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Nancy Strickert
 Note: \$1,108,263.25 is from Current Budget (FY15-16) MSI S&D Valley remaining from funding previously designated to VTrans as the CTSA and \$3,034,817 is cash returned from VTrans as of 2/12/2016.

Attachment: 16-1001458 CSS (2639 : Consolidated Transportation Services Agency Transition Update)

CONTRACT NO. 16-1001458

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
OMNITRANS**

Funding Operation of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities

This Contract is made by and between San Bernardino County Transportation Authority ("SANBAG"), and Omnitrans ("Omnitrans").

RECITALS

WHEREAS, in 2004, SANBAG adopted and the voters of San Bernardino County approved Ordinance No. 04-01 (Measure I) that provided for the imposition of a one-half of one percent retail transactions and use tax in San Bernardino County from April 1, 2010, to March 31, 2040, for transportation purposes;

WHEREAS, Measure I, which may be amended in accordance with its terms, currently provides that 8% of Measure I revenue generated in the San Bernardino Valley subarea (Valley Measure I) shall fund Senior and Disabled Transit Service, and that included in this amount at least 2% of Valley Measure I revenue shall provide funding for a Valley Consolidated Transit Services Agency (CTSA); and

WHEREAS, on November 4, 2015, the San Bernardino County Transportation Commission approved Resolution 16-005 designating Omnitrans as a CTSA for the San Bernardino Valley.

NOW, THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

- 1. Purpose.** The purpose of this Contract is to provide for the allocation by SANBAG of Valley Measure I revenue for Ongoing Annual CTSA Programs (as defined below) to be administered and expended by Omnitrans in accordance with the terms of this Contract and Measure I (as defined below).
- 2. Definitions.** As used in this Contract, the following terms shall have the following meanings:
 - a. "Measure I" means San Bernardino County Transportation Authority Ordinance No. 04-01, as approved by the voters of San Bernardino County in 2004, which provides for the continued imposition of a one-half of one-percent (0.5%) retail transactions and use tax for local transportation purposes for thirty years, and the Transportation Expenditure Plan and Schedules attached to and

incorporated into Ordinance No. 04-01, as it may be amended from time to time in accordance with its own terms.

- b. “Measure I CTSA funds” means at least 2% of Valley Measure I revenues provided by SANBAG to a Valley CTSA for the CTSA purposes set forth in the Strategic Plan—Policy 40009.
- c. “Ongoing Annual CTSA Programs” means the Valley Senior and Disabled Transit (VSDT) Programs set forth in Strategic Plan—Policy 40009, that are funded with Measure I CTSA funds.
- d. “Qualified Expenditures” means those expenditures of Measure I CTSA funds for Ongoing Annual CTSA Programs consistent with all of the following: Measure I, the Strategic Plan, SANBAG’s approved guidelines for the use of Measure I funds, Omnitrans’ Short Range Transit Plan, and Omnitrans’ current annual budget. Subject to the required approvals under Section 3 below, these expenditures may include the operation costs, which shall include a cost allocation for administrative services at the percentage approved by the Federal Transit Administration for the relevant period, and the capital needs of Omnitrans’ CTSA functions, including possible use as matching funds for capital purposes, cost-sharing agreements with other organizations for the provision of senior and disabled transportation services or other support of senior and disabled transportation functions of partner organizations.
- e. “Strategic Plan” means the Measure I 2010-2040 Strategic Plan as amended by SANBAG from time to time.
- f. “Valley Measure I revenue” means Measure I revenue collected from the San Bernardino Valley subarea as such subarea is defined in Measure I.

3. Revenue Allocation and Disbursement

- a. SANBAG shall allocate Measure I CTSA Funds to Omnitrans for the operation of the CTSA for the term of this Contract.
- b. (1) In the case that Measure I CTSA Funds are returned to SANBAG by an agency other than Omnitrans, SANBAG shall transfer those funds to Omnitrans within ten (10) days of receipt of such funds.

(2) In the case that capital assets purchased with Measure I CTSA Funds are returned to SANBAG by an agency other than Omnitrans, SANBAG shall notify Omnitrans of those capital assets and transfer those capital assets as requested by Omnitrans to Omnitrans.

(3) By March of every year, SANBAG shall provide an estimate of the amount of Measure I CTSA Funds to be allocated to Omnitrans for the next fiscal year starting July 1st for use by Omnitrans in budgeting. SANBAG shall have no liability or responsibility for the accuracy of the estimate. If the actual amount of Measure I CTSA Funds received in any fiscal year is less than the amount projected by SANBAG, SANBAG shall incur no liability to provide any additional funds to Omnitrans. Omnitrans shall bear full responsibility to adjust operating plans and/or expenditures to address the difference between projections and actual receipts.

(4) Except as otherwise provided herein, Measure I CTSA Funds shall be conveyed to monthly as a pass-through from SANBAG to Omnitrans based on actual Valley Measure I revenue received. The pass-through payments shall equal 2% of the actual amount of Valley Measure I revenue received from the California State Board of Equalization (BOE) after deduction of a pro-rata share of the costs of collection, including the BOE's fees, and are subject to revenue corrections or adjustments as determined by the State. In no event shall Omnitrans be entitled to receive any Measure I CTSA Funds until after actual receipt by SANBAG.

(5) In the event that Measure I CTSA Funds exceeding the amounts required under the Measure I are provided to Omnitrans in error, SANBAG shall notify Omnitrans in writing of the error. Within 30 days of such notice, Omnitrans shall return such funds to SANBAG, or at SANBAG's sole discretion, or in the event Omnitrans fails to promptly return such funds after such notice, the amount of any overpayment may be deducted and withheld from one or more future payments to Omnitrans.

- c. Omnitrans agrees that Measure I CTSA Funds disbursed by SANBAG to Omnitrans shall be used or spent only for Qualified Expenditures, and that capital assets purchased with Measure I CTSA Funds that are transferred by SANBAG to Omnitrans shall be used only for CTSA purposes.
- d. Except as provided in Section 3 (b)(1) of this Contract, prior to SANBAG's disbursement of Measure I CTSA Funds, Omnitrans will adopt a Short Range Transit Plan. It shall continue to be updated every two years and submitted to SANBAG for review and approval of the CTSA proposed budget and projects prior to the commencement of the next fiscal year. Not less than 60 days prior to the beginning of each fiscal year, Omnitrans shall submit to SANBAG its annual budget for CTSA services. SANBAG staff will review the use of Measure I revenue in the Omnitrans Budget for consistency with the latest approved Short Range Transit Plan, the Measure I Strategic Plan, and Measure I, and make a recommendation to the SANBAG Board of Directors concerning approval or disapproval. In the event that SANBAG staff determines that the budget is not consistent with the aforementioned documents, notice shall be given to Omnitrans in order to allow Omnitrans the opportunity to amend the budget to render it consistent. Failure to obtain SANBAG Board of Directors' approval of the budget shall be a material breach of this Contract.

Any amendments to the budget during the fiscal year and involving the change in use of Measure I funds as outlined in the original budget shall be provided to SANBAG within 30 days of approval by the Omnitrans Board of Directors and subject to the same review and approval process. Changes to the budget involving only revenue sources other than Measure I CTSA Funds are not subject to this provision and shall not be the basis for a denial of approval by SANBAG's Board of Directors. In the event that Omnitrans fails to comply with the requirements of this paragraph or expends any Measure I CTSA Funds or use capital assets purchased with Measure I CTSA Funds in any manner inconsistent with this Contract, SANBAG may withhold future funds until compliance is fully reinstated and demand repayment of any amounts improperly expended, which shall be repaid within thirty (30) days of such demand. Failure to make full and timely repayment and/or to fully reinstate compliance shall be a material breach of this Contract.

- e. Omnitrans shall, at all times, segregate all Measure I CTSA Funds received from SANBAG and hold them in a separate, dedicated account, except for the cost allocation which shall be transferred to the Omnitrans general fund. Interest earned on the funds held in such segregated account shall be retained in the segregated account and used by Omnitrans only on Qualified Expenditures.

4. **Reporting and Performance Review.** Omnitrans shall submit to SANBAG on the first of every month the form attached to this Contract as Exhibit "A" reporting on the prior month's activities and expenditures. At any time during the term of this Contract, and from time to time, Omnitrans shall provide such information and documents as the SANBAG Executive Director or designee (Executive Director) may request in order to conduct an evaluation of Omnitrans' performance in meeting the goals, objectives and purposes of the Ongoing Annual CTSA Programs. As part of such evaluation, the Executive Director may review the audits, along with the levels of expenditures of Measure I revenue made in prior fiscal years and projected for the upcoming fiscal year, and the amount of Measure I funds being held unexpended by Omnitrans. The Executive Director shall provide his or her findings to Omnitrans in writing. A substantial failure to meet such goals, objectives and purposes, or an excessive or unreasonable accumulation of unexpended Measure I revenue thus hindering the Ongoing Annual CTSA Programs shall be a material breach of this Contract and, in addition, may result in SANBAG withdrawing certification of Omnitrans as the CTSA and designation of another agency in that role. Decertification shall take place only after Omnitrans has been afforded not less than 60 days' notice and an opportunity to present evidence and be heard in a public hearing before the SANBAG Board of Directors. The finding of the SANBAG Board shall be final.
5. **Audits.** Annual audits of Omnitrans' use of the Measure I CTSA Funds and capital assets purchased with Measure I CTSA Funds will be performed by an independent auditor contracted through SANBAG at SANBAG's expense. Omnitrans agrees to establish and maintain an accounting system conforming to Generally Accepted

Accounting Principles (GAAP) and to segregate and separately account for Measure I CTSA Funds received and expended and to provide those records for review by SANBAG or its designee for audit purposes. Any expenditure of Measure I CTSA Funds by Omnitrans that is determined to be unallowable is subject to repayment by Omnitrans to SANBAG. Disallowed amounts must be reimbursed to SANBAG within sixty (60) days unless SANBAG approves in writing an alternative repayment plan. Failure to fully or timely repay such amounts in accordance with this Section shall be a material breach of this Contract.

6. **Record Retention.** Omnitrans shall provide SANBAG, or other authorized representatives or agents of SANBAG, access to Omnitrans' records which are directly related to this Contract for the purpose of inspection, auditing or copying. Omnitrans shall maintain each fiscal year's records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of four (4) years from the date of each fiscal year's final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Contract in which case Omnitrans agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. Omnitrans shall allow SANBAG or its representatives or agents to reproduce any materials upon request. This Section applies to all subcontractors at any tier that are performing work under this Contract.

7. **Signs.**
 - a. Vehicles purchased or operated with Measure I CTSA Funds shall display signs clearly visible to riders indicating the vehicle is funded through Measure I funding.
 - b. Signage must conform with approved Measure I signage and be approved by the SANBAG Executive Director.
 - c. Capital projects constructed by Omnitrans using Measure I CTSA Funds shall also have Measure I signage approved by the SANBAG Executive Director.

8. **Term.** The term of this Contract shall end on November 4, 2020, unless extended by further written agreement or terminated in accordance with Section 9 below.

9. **Termination.** Should SANBAG determine that Omnitrans has violated a material provision of this Contract, it shall have the right to serve on Omnitrans a notice of default and intention to terminate the Contract. Upon receipt of such notice to terminate, Omnitrans shall have 30 days in which to cure the stated violation(s) and to provide to SANBAG sufficient evidence that the violations have been cured. If after 30 days after the notice has been served on Omnitrans, Omnitrans has not cured and has not provided sufficient evidence of such to SANBAG, SANBAG may stop making payments under the Contract, terminate the Contract, and/or revoke the Omnitrans

designation as the CTSA for the San Bernardino Valley. Within thirty days after the earliest to occur of the expiration of this Contract term, dissolution of Omnitrans, termination of this Contract or SANBAG's revocation of Omnitrans' designation as the CTSA for the San Bernardino Valley, any unobligated Measure I funds held by Omnitrans at that time, and any capital assets purchased with CTSA Funds shall be returned to SANBAG.

- 10. Indemnity and Hold Harmless.** To the fullest extent permitted by law, Omnitrans agrees to save, indemnify, defend, and hold harmless SANBAG and its respective officers, employees, volunteers, contractors and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of this Contract, the performance of this Contract, or out of the acts or omissions of Omnitrans or any of its officers, employees, volunteers, contractors or agents in carrying out the design, construction, operation, maintenance or use any of Omnitrans' operations, projects, activities, programs, vehicles, properties or facilities of any nature. The indemnification obligation of Omnitrans hereunder does not apply to claims, actions, losses, damages, and/or liability arising out of SANBAG's sole negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

11. Insurance.

Omnitrans shall, at its sole expense, procure and maintain in full force insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with at least the following limits of liability:

- Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of Omnitrans and all risks to such persons under this Contract.
- Employer's Liability – Employer's Liability insurance shall include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.
- Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and

\$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided.

Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by SANBAG.

- Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- Excess Liability - To include \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

Omnitrans shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. **If** the insurance company elects to cancel or non-renew coverage for any reason, Omnitrans will provide SANBAG thirty (30) days prior written notice of cancellation or nonrenewal. **If** the policy is cancelled for nonpayment of premium Omnitrans will provide SANBAG ten (10) days written notice. Omnitrans shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager's name on the face of the certificate(s) and shall be submitted directly to SANBAG's Procurement Manager.

Additional Insured – All policies, except for Worker's Compensation, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, employees, contractors, agents, and volunteers as additional insured parties. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.

12. **Incorporation of Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
13. **Notices.** All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile transmission with a confirmation copy to be sent by mail. Any such notice shall be effective as of the date it is transmitted and mailed or delivered, if transmitted by facsimile transmission on or before 5:00 p.m., Pacific Time, or on the following day if transmitted after 5:00p.m., Pacific Time. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or

address, notices to that party shall thereafter be given as shown in that notice.

To SANBAG: Executive Director
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410

To Omnitrans: CEO/General Manager
1700 West Fifth Street
San Bernardino, CA 92411

14. **Assignment.** Omnitrans may not assign or transfer this Contract or any of the rights under it without the prior written consent of SANBAG in SANBAG's sole discretion.
15. **Attorney Fees.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
16. **Waivers.** No waiver of any breach of any covenant or provision in this Contract shall be deemed a waiver of any breach of any other covenant or provision in this Contract or of the same covenant or provision at a later time, and no waiver shall be valid unless in writing and executed by the waiving party.
17. **Construction.** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Contract. The singular form shall include the plural and vice versa. This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Contract.
18. **Integration.** This Contract contains the entire agreement between the parties and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the Contract.
19. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together will constitute one and the same instrument.
20. **Exhibits.** Exhibit A is incorporated into this Contract by this reference.
21. **Amendment.** This Contract may not be amended or altered except by a written instrument executed by the parties to this Contract.
22. **Partial Invalidity.** Any provision of this Contract that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of

this Contract shall be of no effect, but all the remaining provisions of this Contract shall remain in full force.

23. **Authority of Parties.** All persons executing this Contract on behalf of any party to this Contract warrant that they have the authority to execute this Contract on behalf of that party.
24. **Governing Law.** The validity, meaning, and effect of this Contract shall be determined in accordance with California laws.
25. **Effective Date.** The Effective Date of this Contract is the date of execution by SANBAG.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed below.

OMNITRANS

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

Date: _____

Date: _____

APPROVED TO FORM

APPROVED TO FORM

By: _____
Carol Greene

By: _____
Eileen Monaghan Teichert

Date: _____

Date: _____

CONCURRENCE

By _____
Jeffery Hill
Procurement Manager

Attachment: Omnitrans CTSA Agreement (2639 : Consolidated Transportation Services Agency Transition Update)

Exhibit "A" - Monthly Financial Reporting Format

Attachment: Omnitrans CTSA Agreement (2639 : Consolidated Transportation Services Agency Transition Update)

Quantitative Monthly Reporting

Fiscal Year MONTHLY REPORT

OPERATOR: Omnitrans

PROJECT NAME: CTSA Activities

INPUT ONLY

Information reported shall be for this project only.

	Year 1 Goal	Month			Qtr 1 Total	Month			Qtr 2 Total	Month			Qtr 3 Total	Month			Qtr 4 Total	FY 15/16 YTD Total
		Jul-15	Aug-15	Sep-15		Oct-15	Nov-15	Dec-15		Jan-16	Feb-16	Mar-16		04/01/201	May-16	Jun-16		
OPERATING DATA																		
1. Total One-Way Passenger Trips (report for this project only)																		
1a. Seniors									0				0				0	
1b. Disabled									0				0				0	
1c. Low-Income									0				0				0	
1d. Others-veterans									0				0				0	
Total Passenger Trips (sum of 1a thru 1d)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2. Total Unique Persons Served per Period (all modes)																		
2a. Seniors																		
2b. Disabled																		
2c. Low-Income																		
2d. Others																		
Total Persons served (sum of 2a thru 2d)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Of the above (2), how many military service personnel or veterans were served?																		
3. Total Project Vehicle Service Hours									0				0				0	
4. Total Project Vehicle Service Miles									0				0				0	
OTHER OPERATING DATA																		
5. Number of vouchers distributed									0				0				0	
5a. One-way trips supported by vouchers (est.)									0				0				0	
5b. Unique persons receiving vouchers (est.)									0				0				0	
5c. Number of agencies participating in voucher program									0				0				0	
6. Miles reimbursed per Period									0				0				0	
6a. One-way trips supported									0				0				0	
6b. Unique persons traveling on mileage reimbursement (riders only)									0				0				0	
7. Mobility Mgmt & Travel/Sensitivity Training																		
7a. Unique persons served/trained per period																		
7b. Number of mobility or training contacts per period									0				0				0	
7c. Mobility mgmt or travel/sensitivity training hours per period									0				0				0	
FINANCIAL DATA																		
9. Measure I CTSA Funding																		
10. Agency Cash Match																		
11. In Kind Contributions																		
12. TOTAL REVENUE (sum of items 9 thru 11)																		
13. TOTAL OPERATING COST																		
14. Net Expenses (item 12 minus item 13)	0																	
15. Milestone Progress																		
a.									Completed?	YES	NO						Date Completed	
b.									Completed?	YES	NO						Date Completed	
c.									Completed?	YES	NO						Date Completed	
d.									Completed?	YES	NO						Date Completed	
Please provide any additional comments that you would like to make. For example, if your "farebox/donations" have increased significantly; and/or if ridership has increased or decreased, we like to know why.																		
16. MUST PROVIDE QUARTERLY: 1. Provide a short quarterly status update of the project. (4-5 sentences) 2. Provide a quarterly quantitative update of the project (i.e. one-way trips provided/supported, unique persons served, persons trained, mobility manager hours, etc.).																		
Qtr1																		
Qtr2																		
Qtr3																		
Qtr4																		
PERFORMANCE MEASURES (formulas: do not enter data)																		
17. Measure I Subsidy per Passenger	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
18. Measure I Subsidy per Person Served	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
19. Measure I Subsidy Per Vehicle Hour	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
20. Measure I Subsidy per Vehicle Mile	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
21. Passengers Per Vehicle Hour	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
22. Passengers Per Vehicle Mile	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
23. Measure I Subsidy per MM/TT Person Served	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
24. Measure I Subsidy per MM/TT Hour	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Minute Action

AGENDA ITEM: 14

Date: *March 10, 2016*

Subject:

Los Angeles and San Bernardino Inter-County Transit and Rail Connectivity Study

Recommendation:

Receive a presentation on the Los Angeles and San Bernardino Inter-County Transit and Rail Connectivity Study.

Background:

SCAG recently initiated the Los Angeles and San Bernardino Inter-County Transit and Rail Connectivity Study (Inter-County Study). The Inter-County Study is being conducted in partnership with the Los Angeles County Metropolitan Transportation Authority (Metro) and the San Bernardino Associated Governments (SANBAG). The Inter-County Study focuses on the transportation corridor that connects the eastern San Gabriel Valley in Los Angeles County with the western San Bernardino Valley in San Bernardino County, and includes the Metro Gold Line Foothill Extension Phases 2B (Azusa to Montclair) and 2C (Montclair to Ontario International Airport), the Metrolink San Bernardino and Riverside Lines, and current and future HOV/Express Lanes on the I-10 San Bernardino Freeway. The Inter-County Study area includes portions of the cities of Claremont, La Verne, Montclair, Ontario, Pomona, Rancho Cucamonga and Upland.

A number of significant transportation improvements are under construction and are being planned in this corridor, including the Metro Gold Line extensions, improvements in speed and service to the Metrolink San Bernardino Line and new HOV/Express Lanes on the I-10 San Bernardino Freeway that will ultimately result in continuous HOV/Express Lanes from downtown Los Angeles to Redlands allowing for additional express bus services. Therefore, the main goal of the Inter-County Study is to determine the optimum mix and service levels of light rail, commuter rail, express bus and bus rapid transit (BRT) in the corridor.

The Inter-County Study began late last year and is expected to conclude in the summer of 2017. The Inter-County Study scope's main tasks include:

- Determining the current and future transit and rail travel markets in the corridor, including intra- and inter-county travel and travel to and from Ontario International Airport (ONT),
- Estimating potential ridership, and the current and future transportation and economic benefits and costs associated with different transit and rail improvement options for the corridor, and
- Recommending the optimum mix and service levels of the different transportation modes for cost-effective transit and rail improvements, with a focus on coordination and

Entity: CTC

Commuter Rail & Transit Committee Agenda Item

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connectivity that best serves the transportation needs of the residents, workers, and businesses in the Inter-County Study corridor.

There is significant community outreach in the Inter-County Study including public meetings, an on-line survey, and meetings with stakeholder groups for feedback. In addition, there are two formal committees convened for the Inter-County Study: 1) a Technical Working Group (TWG) comprised of representatives from transit operators and councils of governments in the Inter-County Study corridor, and 2) a Stakeholder Review Committee (SRC) comprised of representatives from each city in the corridor, transportation agencies, as well as the TWG members. The purpose of the TWG is to review and provide input on technical assumptions and methodology, and the purpose of the SRC is to represent the various perspectives of the communities and stakeholders in the corridor, advise the project team, and serve as a sounding board throughout the Inter-County Study process.

The project team will seek policy direction and guidance from the SCAG Transportation Committee (TC) at key milestones. Study recommendations will be presented to the TC and Regional Council for approval to be forwarded to Metro and SANBAG. As the implementing agencies in their respective counties, Metro and SANBAG have the discretion to advance the recommendations into further planning and project development.

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Timothy Byrne, Chief of Planning

Approved
Commuter Rail & Transit Committee
Date: March 10, 2016

Witnessed By:

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2016

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

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

CRTC-ATT16

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.

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.

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