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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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**AGENDA**  
**Board of Directors Meeting**  
**November 2, 2016**

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

**\*\*\*Convvene Regular Meeting at 10:15 a.m.\*\*\***  
**1<sup>st</sup> Floor Lobby**

**LOCATION**

**San Bernardino Associated Governments**  
**Santa Fe Depot - SANBAG Lobby 1st Floor**  
**1170 W. 3rd Street, San Bernardino, CA**

**Board of Directors**

**President**

Robert Lovingood, Supervisor  
*County of San Bernardino*

**Vice-President**

Alan Wapner, Council Member  
*City of Ontario*

Rich Kerr, Mayor  
*City of Adelanto*

Curt Emick, Council Member  
*Town of Apple Valley*

Julie McIntyre, Mayor  
*City of Barstow*

Bill Jahn, Mayor Pro Tem  
*City of Big Bear Lake*

Dennis Yates, Mayor  
*City of Chino*

Ed Graham, Council Member  
*City of Chino Hills*

Frank Navarro, Council Member  
*City of Colton*

Michael Tahan, Council Member  
*City of Fontana*

Darcy McNaboe, Mayor  
*City of Grand Terrace*

Eric Schmidt, Council Member  
*City of Hesperia*

Larry McCallon, Mayor  
*City of Highland*

Rhodes "Dusty" Rigsby, Mayor  
*City of Loma Linda*

Paul Eaton, Mayor  
*City of Montclair*

Edward Paget, Mayor  
*City of Needles*

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

Jon Harrison, Mayor Pro Tem  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

R. Carey Davis, Mayor  
*City of San Bernardino*

Joel Klink, Council Member  
*City of Twentynine Palms*

Ray Musser, Mayor  
*City of Upland*

Ryan McEachron, Council Member  
*City of Victorville*

Dick Riddell, Council Member  
*City of Yucaipa*

George Huntington, Council Member  
*Town of Yucca Valley*

Janice Rutherford, Supervisor  
*County of San Bernardino*

James Ramos, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

Josie Gonzales, Supervisor  
*County of San Bernardino*

John Bulinski, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

**AGENDA**

**Board of Directors  
November 2, 2016**

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

**CLOSED SESSION**

- 1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**  
(Initiation) Pursuant to Government Code Section 54956.9(d)(4) --1 case

**\*\* Convene Regular Meeting at 10:15 a.m. \*\*  
1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby, San Bernardino**

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 <i>“Meeting Procedures”</i> and agenda explanations are attached to the end of this agenda.
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**CALL TO ORDER**

(Meeting Chaired by Robert Lovingood)

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

Pg. 15

**Possible Conflict of Interest Issues**

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

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

Pg. 16

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. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

### Consent - Project Delivery

#### **2. Interstate 10/Alabama Street Improvement Project**

That the Board, acting in its capacity as the San Bernardino County Transportation Authority (Authority) Pg. 20

A. Approve an exception to Measure I Strategic Plan Policy 40005 to allow the City of Redlands to act as the Sponsoring Agency for the Interstate 10/Alabama Street Improvement project instead of the County of San Bernardino.

B. Approve Cooperative Agreement No. 17-1001603 with the City of Redlands for all phases of the Interstate 10/Alabama Street Improvement Project for a total amount of \$10,968,000 consisting of \$5,265,810 of Measure I Valley Freeway Interchange funds and \$5,702,190 of City of Redlands funds.

C. Approve Cooperative Agreement No. 17-1001600 with Caltrans for review and approval of the Project Study Report/Project Development Support (PSR/PDS) for the I-10 Alabama Street Improvement Project pursuant to California Government Code section 65086.5 for an estimated cost of \$98,000.

**Presenter: Garry Cohoe**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 13, 2016. Authority General Counsel and Procurement Manager have reviewed this item and the draft Cooperative Agreements.**

#### **3. Lenwood Grade Separation Excess Land**

Pg. 44

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Find and determine that APN 0422-041-07 and APN 0422-042-12 are surplus parcels for the Lenwood Grade Separation Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels.

**Presenter: Garry Cohoe**

**This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 14, 2016. SANBAG General Counsel has reviewed this agenda item.**

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

### **4. Submittal of grant applications to Caltrans and to the Southern California Association of Governments (SCAG) Pg. 46**

A. Receive information on proposed SANBAG grant applications under the Caltrans Sustainable Transportation Planning Grant Program and the 2016 SCAG Sustainability Planning Grant Program.

B. Authorize the SANBAG Executive Director to sign a letter of intent to support the projects under the 2016 SCAG Sustainability Planning Grant Program prior to receiving funding.

**Presenter: Steve Smith**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 13, 2016.**

### **5. Customer-Based Ridesharing and Transit Interconnectivity Study Pg. 50**

Receive information about SANBAG's "Customer-Based Ridesharing and Transit Interconnectivity Study."

**Presenter: Steve Smith**

**This item was received by the Board of Directors Metro Valley Study Session on October 13, 2016.**

## **Consent - Transit/Rail**

### **6. SCAG Enhanced Infrastructure Financing Districts (EIFD) Pilot Project - Redlands Passenger Rail Project Pg. 68**

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

A. Receive a presentation from the Southern California Association of Governments on their Enhanced Infrastructure Financing District Pilot Project for the Redlands Rail Corridor.

B. Oppose the Southern California Regional Rail Authority, also known as Metrolink, taking action on behalf of San Bernardino County without prior request from the San Bernardino County Transportation Authority Board, related to Enhanced Infrastructure Financing District efforts.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016.**

### **7. Transit Fiscal Year 2016/2017 Department Budget Amendment Pg. 84**

A. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to increase Task No. 0312 General Transit by \$80,202 in State Transit Assistance Funds. This totals a net increase to the task in the amount of \$80,202.

B. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to increase Task No. 0313 Transit Right-of-Way Management by \$198,063 in Local Transportation Funds – Rail, \$23,307 in State Transit Assistance Funds – Rail, \$87,500 in Rail Assets Funds, and \$10,000 in Reimbursement Funds from City of Rancho Cucamonga as identified in Cooperative Agreement No. 16-1001524. This totals a net increase to the task in the amount of \$318,870.

C. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to increase Task No. 0314 Transit Operations by \$896,679 in Local Transportation Funds - Rail. This totals a net increase to the task in the amount of \$896,679.

D. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to decrease Task No. 0315 Transit Capital by \$5,726,414 in Federal Transit Administration 5307 – Congestion Mitigation and Air Quality Funds and increase \$54,274 in Local Transportation Funds – Article 3 Bicycle/Pedestrian Funds, \$2,766,023 in Local Transportation Funds – Rail, \$1,285,247 in State Transit Assistance Funds, \$1,394,942 in Federal Transit Administration 5307, \$1,648,086 in Public Transportation Modernization, Improvement and Service Enhancement Account Funds, \$300,000 in Measure I Valley Metrolink/Passenger Rail Program Funds, \$262,299 Measure I Valley Express Bus/Bus Rapid Transit Program Funds, \$10,000 in Reimbursement Funds with Inland Empire 66ers Cooperative Agreement, \$208,000 in Reimbursement Funds with Mountain Transit, and \$16,426 in Reimbursement Funds with the City of Fontana Cooperative Agreement 15-1001097. This totals a net increase to Task No. 0315 in the amount of \$2,218,883.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel has reviewed this item.**

**8. Transfer of Rail Property Title to San Bernardino County Transportation Authority** Pg. 86

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

A. Authorize the Executive Director or his designee to execute such documents as are useful or necessary to transfer rail property title to the San Bernardino County Transportation Authority.

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

B. Authorize the Executive Director or his designee to execute such documents as are useful or necessary to consent to the transfer of rail property title from the San Bernardino County Transportation Commission to the San Bernardino County Transportation Authority.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel has reviewed this item.**

**9. Redlands Passenger Rail Project Right-of-Way Acquisitions** Pg. 88

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Authorize staff to proceed with voluntary acquisition of property necessary for the Redlands Passenger Rail Project in accordance with SANBAG’s Policies, including relocation assistance, demolition of existing structures, property management, disposal of excess property, environmental testing and remediation, and expending a not-to-exceed total amount of \$5,837,753.00 for right-of-way acquisition capital expenses; and

B. Authorize the Director of Transit and Rail Programs to add or delete such parcels on Attachment “A” as the Director determines from time to time are necessary for the Redlands Passenger Rail Project.

C. Allocate \$5,837,753.00 of Measure I Valley Metrolink/Passenger Rail Program funds to fund right-of-way acquisition activities for the Redlands Passenger Rail Project.

**Presenter: Carrie Schindler**

**This item was reviewed and recommended for approval (7-0-2; Abstained: Wapner, Ramos) by the Transit Committee on October 13, 2016.**

- 10. Amendment 1 to Contract No. 16-1001363 with Kaplan Kirsch & Rockwell LLP** Pg. 95
- That the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve Amendment No. 1 to Contract No. 16-1001363 with Kaplan Kirsch & Rockwell LLP for legal services to support the Redlands Passenger Rail Project, increasing the contract amount by \$100,000, to be funded with Measure I 2010-2040 Valley Metrolink/Passenger Rail Program funds, for a new contract amount of \$200,000.
- Presenter: Carrie Schindler**
- This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel and Procurement Manager have reviewed and approved this item and the amendment.**
- 11. Redlands Passenger Rail Project Station Determination in San Bernardino** Pg. 100
- That the Board, acting in its capacity as the San Bernardino County Transportation Commission:
- A. Provide direction to SANBAG staff to proceed with the implementation of the Tippecanoe Avenue Station in lieu of the Waterman Avenue Station, both within the City of San Bernardino, as part of the Redlands Passenger Rail Project, contingent upon the Federal Transit Administration confirmation that no grant funds will be forfeited with this change.
- B. Contingent upon approval of Recommendation A, authorize the Executive Director or his designee to execute a change order to Contract No. 15-1001093 with HDR Engineering, Inc. to modify the scope of work to replace the implementation of the Waterman Avenue Station with the Tippecanoe Avenue Station and use existing Contract No. 15-1001093 contingency to fund any additional cost associated with this change.
- Presenter: Carrie Schindler**
- This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016.**
- 12. Cooperative Agreement with the Southern California Regional Rail Authority for Design Services of the Redlands Passenger Rail Project** Pg. 103
- That the Board, acting in its capacity as the San Bernadino County Transportation Authority:
- A. Approve and authorize the Executive Director or his designee to execute Cooperative Agreement No. 17-1001587 with the Southern California Regional Rail Authority, to provide design services and coordination for the implementation of the Redlands Passenger Rail Project in an amount of \$1,069,500.00 to be funded with Measure I Valley Metrolink/Passenger Rail Program funds.
- B. Authorize the Executive Director or his designee to release contingency in an amount not-to-exceed \$106,950.00 to be funded with Measure I Valley Metrolink/Passenger Rail Program funds.
- Presenter: Carrie Schindler**
- This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel and Procurement Manager have reviewed and approved the Cooperative Agreement 17-1001587.**
- 13. First Quarter Fiscal Year 2016/2017 Railroad Right-of-Way Grants of Use Reports** Pg. 126
- Receive the first quarter (July, August, September) Right-of-Way Grants of Use Report.
- Presenter: Carrie Schindler**
- This item was received by the Transit Committee on October 13, 2016.**

**14. Fontana Grade Crossing Pedestrian Improvement Project**

That the Board, acting in its capacities as the San Bernadino County Transportation Commission and the San Bernardino County Transportation Authority:

A. Approve and authorize the Executive Director or his designee to negotiate the final form of and execute Cooperative Agreement No. 16-1001518 with the Southern California Regional Rail Authority, for the Fontana Grade Crossings Pedestrian Improvement Project in the City of Fontana, subject to approval as to form by General Counsel.

B. Approve the Plans, Specifications, and Estimate package for the Fontana Grade Crossings Pedestrian Improvement Project in the City of Fontana.

C. Authorize the Director of Transit and Rail Programs to advertise Invitation for Bids No. 17-1001573, for construction bids for the Fontana Grade Crossings Pedestrian Improvement Project in the City of Fontana, subject to approval as to form by General Counsel.

D. Authorize staff to proceed directly to the Board without prior Transit Committee review for the award of Construction Contract No. 17-1001573.

E. Allocate \$493,350 in State Transit Assistance Funds – Operator share for costs associated with Southern California Regional Rail Authority (SCRRA) rehabilitation improvements at the grade crossings.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on August 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the Cooperative Agreement. The IFB is under review and pending approval as to form by General Counsel.**

**Consent - Transportation Programming and Fund Administration**

**15. Morongo Basin Transit Authority - Short Range Transit Plan**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Receive and approve the Morongo Basin Transit Authority (MBTA) Short Range Transit Plan.

B. Allocate \$25,985 in State Transit Assistance Funds - Population Share to MBTA in Fiscal Year 2016/2017 for a new total allocation of \$293,619.

**Presenter: Andrea Zureick**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016.**

**Consent Calendar Items Pulled for Discussion**

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

## DISCUSSION ITEMS

### Discussion - Council of Governments

- 16. 2016 State and Federal Advocacy Presentations** Pg. 178  
Receive and file the 2016 Legislative review presented by SANBAG's State and Federal Advocacy Consultants  
**Presenter: Otis Greer**  
**This item has not received prior policy committee or technical advisory committee review.**
- 17. Give BIG San Bernardino County Campaign** Pg. 179  
Receive and file the presentation on Give BIG San Bernardino County Campaign.  
**Presenter: Duane Baker**  
**This item has not received prior policy committee or technical advisory committee review.**
- 18. Countywide Efforts to Address Homelessness** Pg. 193  
Receive and file the Countywide Efforts to Address Homelessness Report.  
**Presenter: Duane Baker**  
**This item has not received prior policy committee or technical advisory committee review.**
- 19. HERO Program Annual Report** Pg. 195  
Receive and file the HERO Program Annual Report.  
**Presenter: Duane Baker**  
**This item has not received prior policy committee or technical advisory committee review.**

### Discussion - Administrative Matters

- 20. Rebranding of the San Bernardino Associated Governments and San Bernardino County Transportation Authority** Pg. 224  
That the Board of Directors, acting its capacity as the San Bernardino County Transportation Authority:  
A. Approve and adopt the new brand associated with the San Bernardino County Transportation Authority, effective January 1, 2017, concurrently with the effective date of SB 1305.  
That the San Bernardino Associated Governments Board of Directors:  
B. Approve the new brand associated with the San Bernardino Associated Governments, effective January 1, 2017, concurrently with the effective date of SB 1305.  
C. Approve and authorize the Executive Director to execute and file such documents as are necessary to enable the San Bernardino Associated Governments to do business as the San Bernardino Council of Governments.  
**Presenter: Michelle Adams**  
**This item was reviewed and recommended for approval (12-4-0; Opposed: Graham, Rigsby, McNaboe, Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 13, 2016. The item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 14, 2016. SANBAG General Counsel has reviewed this agenda item.**



**21. San Bernardino Historical and Pioneer Society Lease Agreement**

A. Authorize the Executive Director or his designee to negotiate the final form of and execute Lease Agreement No. 17-1001598 with the San Bernardino Historical and Pioneer Society for a term of two years and one month, with two one-year options, with the review and approval of the General Counsel’s Office, provided that such modifications do not include extending the term or reducing the rents due from the San Bernardino Historical and Pioneer Society from those identified in the attached draft Lease Agreement.

B. Authorize the Executive Director or his designee to extend the current contract with the San Bernardino Historical and Pioneer Society, Contract No. C14167 which is set to expire on November 30, 2016, for a period of up to two months if additional time is needed to finalize and execute the new contract, Contract No. 17-1001598.

**Presenter: Duane Baker**

**This item has not received prior policy committee or technical advisory committee review. General Counsel and the Procurement Manager have reviewed this item and the draft lease agreement.**

**Discussion - Air Quality/Traveler Services**

**22. Freeway Service Patrol Award of Contracts for Beats 9, 14 and 31**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A Award Contract No. 16-1001523 to Royal Coaches Towing for Freeway Service Patrol Beat No. 9 for a five-year term, for an amount not-to-exceed \$1,273,064 as outlined in the Financial Impact Section.

B. Award Contract No.16-1001522 to Pepe’s Towing for Freeway Service Patrol Beat No. 14 for a five-year term, for an amount not-to-exceed \$1,958,891 as outlined in the Financial Impact Section.

C. Award Contract No. 16-1001556 to Royal Coaches Towing for Freeway Service Patrol Beat No. 31 for a five-year term, for an amount not-to-exceed \$1,272,935 as outlined in the Financial Impact Section.

**Presenter: Duane Baker**

**This item has not received prior policy committee or technical advisory committee review. SANBAG’s General Counsel and Procurement Manager have reviewed this item and the draft agreements.**

**Comments from Board Members**

**Brief Comments from Board Members**

**Executive Director’s Comments**

**Brief Comments from the Executive Director**

**Public Comment**

**Brief Comments from the General Public**

**ADJOURNMENT**

## **Additional Information**

Attendance	Pg. 330
SANBAG Entities	Pg. 332
Acronym List	Pg. 333

## **Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report	Pg. 336
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## **Committee Membership**

Representatives on SCAG Committees	Pg. 341
SANBAG Appointments to External Agencies	Pg. 342
SANBAG Committee Membership	Pg. 344

## **Mission Statement**

Mission Statement	Pg. 350
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## Meeting Procedures and Rules of Conduct

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

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

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the “Consent Calendar” and “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 or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

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

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances 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  
Revised May 4, 2016*



# Important Dates to Remember...

## November 2016

<b>SANBAG Meetings – Scheduled:</b>			
General Policy Committee	Nov 9	9:00 am	SANBAG Lobby, 1 <sup>st</sup> Floor
Commuter Rail/Transit Committee	Nov 10	Cancelled	
Metro Valley Study Session	Nov 10	9:00 am	SANBAG Lobby, 1 <sup>st</sup> Floor
I-10/I-15 Corridor Joint Sub-Committee	Nov 10	9:45 am	SANBAG Lobby, 1 <sup>st</sup> Floor
Mountain/Desert Committee	Nov 18	9:30 am	Mojave Desert AQMD

<b>Other Meetings/Events:</b>			
ONT Transfer Ceremony	Nov 2	2pm	Ontario Airport- Terminal 4

Communication: Calendar of Events (Announcements)

For additional information, please call SANBAG at (909) 884-8276.

## *Minute Action*

### AGENDA ITEM: 1

**Date:** November 2, 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:

<b>Item No.</b>	<b>Principals</b>	<b>Agents</b>
9	Miranda Family Holdings, LLC	Jorge Miranda
	San Bernardino County Fire Protection District	Mark A. Hartwig Fire Chief
	W & W Realty, LLC	-----
	Jerald Casillas and Mary L. Casillas	Jerald Casillas Mary L. Casillas
	Westbrook Family Trust	Harold Truitt Westbrook II Penny K. Westbrook
	The Botts Family Trust	Robert E. Botts Beverly Ann Botts
	Public Right of Way	-----
	Smith Etal.	Don R. Smith Barbara R. Smith H. Mark Beguelin Jr. Ellen C. Johnston Edward T. Fletcher Jr. Mary Fletcher G. Louis Fletcher Janet G. Fletcher Marilyn Leiberg Knudsen
	John H. Gardner and Larisa Gardner	John H. Gardner Larisa Gardner
	Bank of San Bernardino	-----
Enrique Rodriguez and M. Rosa Rodriguez	Enrique Rodriguez M. Rosa Rodriguez	

*Entity: CMA, COG, CTA, CTC, JPA, SAFE*



## Board of Directors Agenda Item

November 2, 2016

Page 2

Item No.	Principals	Agents
9 cont.	Vidmar Etal.	Barbara L. Vidmar John C. Vidmar Marcia Vidmar John R. Vidmar Doris N. Vidmar
	Fairway Industrial Partners, LLC SLH Industrial, LLC	Melanie J. Brown (Fairway) Bradley D. Howard (SLH)
	City of San Bernardino	-----
	Gary G. Walbourne and Isabella E. Walbourne	Gary G. Walbourne Isabella E. Walbourne
	Twenty-Seven Sac Self-Storage Limited Partnership	-----
	Eric Grisham Family Trust	Eric E. Grisham
	Burr Group, LP	Cole Burr
	Burchco, LLC	John D. Mclearney
	Salvador Anaya	Salvador Anaya
	E & W Properties, LLC	Edward Boyd
	2743, LLC	John C. Oliver Jr.
	Jose and Claudia Guerrero Living Trust	Jose Guerrero Claudia Guerrero
	The Irinea Broce Separate Property Trust	Irinea Broce
	San Bernardino Flood Control District	Kevin Blakeslee Deputy Director
	Dianne L. Lincoln and Randall S. Lincoln	Dianne L. Lincoln Randall S. Lincoln
	Tustin Construction Co., Inc.	Joseph A. Walker
	RBI Landscape, Inc.	Robert B. Inge
	Gregory M. Arias	Gregory M. Arias
	California Housing Foundation	Steve Von Rajcs
	Martin Etal.	Willie Martin, Jr. Michael Martin Aaliyah Abdullah Glenda Burnett Charleena Fairley
	Successor Agency to the Redevelopment Agency of the City of San Bernardino	Oversight Board: Jim Morris Carey K. Jenkins Mary O'Toole Doug Headrick Margaret Hill John Longville
	Ford Wholesale Co., Inc.	M L Thomas
	City of Riverside	-----
	Reagent Chemical & Research, Inc.	C T Corporation System Vivian Imperial

## Board of Directors Agenda Item

November 2, 2016

Page 3

<b>Item No.</b>	<b>Principals</b>	<b>Agents</b>
9 cont.	Iad Hanhoun and Shereen Hanhoun	Iad Hanhoun Shereen Hanhoun
	County of San Bernardino	-----
	Caltrans	-----
	DRC Land CBC, LP	-----
	City of Redlands	-----
	Martirosian Family Trust Andre Ohanian Trust	Martin Martirosian Angela Martirosian Andre Ohanian
	Chase Management, Inc.	H. Troy Farahmand
	Strickler Commercial, LLC	Corbin Strickler
	Property One, LLC	John D. Mclearney
	Roy L. Tyra Lawanna Jo Tyra Tyra Family Trust	Roy L. Tyra Lawanna Jo Tyra
	United States Postal Service	-----
	Mountain View Industrial Center, LLC	National Corporate Research, LTD. Richard Aurthur
	D.T.M. Land Company, LLC	David A. Marvin
	G & M Gapco, LLC	Harry O. Schenik
	Nasser Radparwar and Caroline Radparvar	Nasser Radparwar Caroline Radparvar
	Showprop Redlands, LLC	George Krikorian
	Spirit Master Funding X, LLC	-----
	Longo Family Trust	Betty Jeanne Longo
	Orange Street Plaza, LLC	Naseem Moalej
	Centennial Plaza, LLC	Donald Lam
	Amcor Properties, LLC	Louis T. Burch
	James F. Ver Steeg Sr.	James F. Ver Steeg Sr.
	Todd Etal.	S. Todd Allen Joy A. Allen Anthony Cinque Jodi L. Cinque Rondal G. Allen Marilyn Allen
	Redlands Foothill Groves	Manuel Martinez
	Catalina Gardens-Riverside, LLC	Donald R. Marabella
	University of Redlands	-----
	Union Pacific Railroad Company	-----

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
10	16-1001363	Kaplan Kirsch & Rockwell LLP <i>Charles Spitulnik</i>	None

## Board of Directors Agenda Item

November 2, 2016

Page 4

Item No.	Contract No.	Principals & Agents	Subcontractors
11	15-1001093	HDR Engineering, Inc. <i>Robert Klovsky</i>	Acumen Building Enterprise, Inc. Atwell Consulting Group ICF International 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
21	17-1001598	San Bernardino Historical and Pioneer Society <i>Michael Shaw</i> <i>Allen Bone</i>	None
21	C14167	San Bernardino Historical and Pioneer Society <i>Michael Shaw</i> <i>Allen Bone</i>	None
22	16-1001522	Pepe's Towing <i>Manuel Acosta</i>	None
22	16-1001523	Royal Coaches Towing <i>Bill Salazar</i>	None
22	16-1001556	Royal Coaches Towing <i>Bill Salazar</i>	None

**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:**

Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

## *Minute Action*

### AGENDA ITEM: 2

**Date:** *November 2, 2016*

**Subject:**

Interstate 10/Alabama Street Improvement Project

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Authority (Authority):

A. Approve an exception to Measure I Strategic Plan Policy 40005 to allow the City of Redlands to act as the Sponsoring Agency for the Interstate 10/Alabama Street Improvement project instead of the County of San Bernardino.

B. Approve Cooperative Agreement No. 17-1001603 with the City of Redlands for all phases of the Interstate 10/Alabama Street Improvement Project for a total amount of \$10,968,000 consisting of \$5,265,810 of Measure I Valley Freeway Interchange funds and \$5,702,190 of City of Redlands funds.

C. Approve Cooperative Agreement No. 17-1001600 with Caltrans for review and approval of the Project Study Report/Project Development Support (PSR/PDS) for the I-10 Alabama Street Improvement Project pursuant to California Government Code section 65086.5 for an estimated cost of \$98,000.

**Background:**

The Interstate 10 (I-10)/Alabama Street Improvement Project is the sixth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. On June 1, 2016, the Board approved Memorandum of Understanding No. 16-1001326 with the City of Redlands and authorized the release of Request for Proposals 16-1001516 to solicit professional services for the project's development.

In accordance with the SANBAG Nexus Study, the Public Share of the Project is 49.5% and the Development Share is 50.5%. Although the County of San Bernardino has the majority share of the Development Share at 65.1%, the City of Redlands has requested that Redlands act in the capacity of the Sponsoring Agency, as defined by Measure I Strategic Plan Policy 40005. The agencies have agreed to reverse roles while maintaining respective funding responsibilities consistent with the Nexus Study. This decision was based on the fact that the project improvements lie primarily within the jurisdiction of the City of Redlands. This reversal of roles was memorialized within a Developer Share agreement between the two agencies. For this reason, the City of Redlands is solely entering into a cooperative agreement with the Authority and assuming responsibility for 100% of the Development Share.

Cooperative Agreement No. 17-1001603 defines the specific roles and funding responsibilities for the Planning, Environmental, Design, Right of Way (ROW), Construction, and project closeout phases of the Project. The estimated cost for Authority Project Management and all

*Entity: CTA*

## Board of Directors Agenda Item

November 2, 2016

Page 2

phases of the project is \$10,968,000 with the Public Share contribution estimated at \$5,265,810 and Development Share contribution estimated at \$5,702,190. The Public Share is funded with Measure I Valley Freeway Interchange Funds. The Development Share includes an estimated cost of \$330,000 for Authority Project Management costs, in accordance with Measure I Strategic Plan Policy 40005/VFI-35 which requires that the local agency is responsible for these costs.

Cooperative Agreement No. 17-1001600 with Caltrans for the Project Initiation Document (PID) or Planning phase is a standard agreement between Authority and Caltrans which defines the roles and responsibilities between the parties. Under this agreement Authority is the implementing and funding agency and Caltrans is responsible for providing reviews and approvals during the PID phase.

**Recommendation A:** Staff is recommending the Board approve an exception to Measure I Strategic Plan Policy 40005 and allow the City of Redlands to act as the Sponsoring Agency for the Interstate 10 Alabama Street Improvement project instead of the County of San Bernardino as identified in the SANBAG Nexus Study.

**Recommendation B:** This is a new cooperative agreement between the City of Redlands and Authority identifying Authority as the lead Agency for all phases of the project and the City of Redlands as a participant. The total Project cost is estimated at \$10,968,000 and will be shared at a 49.5%/50.5% split between Authority and the City, respectively, in accordance with the SANBAG Nexus Study. Staff is recommending Board approval of Cooperative Agreement 17-1001603

**Recommendation C:** This is a new Cooperative Agreement with Caltrans and Authority for the Caltrans oversight of the PID document. This Cooperative Agreement provides for Authority to reimburse Caltrans' direct costs for their oversight pursuant to provisions in Assembly Bill (AB) 1447. The estimated cost is \$98,000 and will be shared between Authority and City of Redlands in accordance with the SANBAG Nexus study. The Authority share will amount to \$48,510 and the City share will be \$49,490.

Staff recommends the Board approve all recommendations contained within this agenda regarding the I-10 Alabama Street Improvement Project.

***Financial Impact:***

Approval of this item is consistent with the Fiscal Year 2016/2017 Budget, Sub-Task No. 0895.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 13, 2016. Authority General Counsel and Procurement Manager have reviewed this item and the draft Cooperative Agreements.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001603 Amendment No.: \_\_\_\_\_ Vendor No.: 01776  
 Vendor/Customer Name: City of Redlands Sole Source?  Yes  No  
 Description: Project Management of all phases for I-10 Alabama St Improvement Project  
 Start Date: 01/02/2017 Expiration Date: 12/31/2022 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: 16-1001326

Dollar Amount			
Original Contract	\$ 10,968,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 10,968,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
<b>NOTE: \$5,702,190 City of Redlands Receivable</b>		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 10,968,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 11/02/2016  
 Board of Directors Action: Approve 17-1001603 with City of Redlands for I-10/Alabama Interchange

**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: Hiep Bui

Attachment: 17-1001603 - CSS (3192 : I-10 Alabama IC Cooperative Agreements)

**COOPERATIVE AGREEMENT NO. 17-1001603**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF REDLANDS**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS,  
SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),  
CONSTRUCTION AND PROJECT CLOSEOUT PHASES FOR THE ALABAMA  
STREET AND INTERSTATE 10 INTERCHANGE IN THE CITY OF REDLANDS**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of REDLANDS (“CITY”), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), construction, and project closeout, or December 31, 2022, whichever is earlier in time, except that the indemnification provisions of this Agreement shall remain in effect until terminated or modified, in writing, by mutual agreement of the Parties. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, CITY intends to improve Alabama Street at the I-10 and Alabama Street Interchange in the City of REDLANDS; and
- B. WHEREAS, planned operational improvements include widening the existing eastbound and westbound off ramps as further described in Attachment B, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, Construction, and project closeout activities of the PROJECT;
- F. WHEREAS, the PROJECT is estimated to cost a total of \$10,968,000 which includes \$330,000 for AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, Construction, and project closeout phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in an amendment to this Agreement; and
- H. WHEREAS, the CITY desires AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, Construction, and project closeout phases, estimated at \$330,000, and understands it is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, Construction, and project closeout phases is estimated at \$10,638,000 which shall be funded with 50.5% Development Share funds and 49.5% Public Share funds, as defined by the Nexus Study and the AUTHORITY Measure I 2010-2014 Strategic Plan.

NOW, THEREFORE, the Parties agree to the following:

### **III. AUTHORITY RESPONSIBILITIES**

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, Construction, and project closeout work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with AUTHORITY for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the AUTHORITY in the event voluntary acquisition is unlikely.



- C. To contribute towards the Planning, Environmental, PS&E, ROW, Construction, and project closeout phases of the PROJECT cost an amount not to exceed \$5,265,810 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$5,265,810 without an amendment to this Agreement.
- D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, Construction, and project closeout work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, Construction, and project closeout costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, Construction, and project closeout work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E Construction, and project closeout work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, CITY's City Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

#### IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$5,372,190 towards the Planning, Environmental, PS&E, ROW, Construction, and project closeout phases of the PROJECT cost and \$330,000 for AUTHORITY management for an amount not to exceed \$5,702,190 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$5,702,190 without an amendment to this Agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and AUTHORITY management costs that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the Project Delivery Team meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, Construction, and project closeout documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

#### V. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW, Construction, and project closeout work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of

Page 4 of 10

17-1001603

the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

- I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- J. Except on subjects preempted by federal law, this Agreement shall be governed by 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.
- K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- L. 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.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. Any notice required, authorized or permitted 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 addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe  
Director of Project Delivery  
1170 West Third Street, Second Floor  
San Bernardino, CA 92410-1715  
Telephone: (909) 884-8276

If to CITY: Enrique Martinez  
City Manager  
35 Cajon Street  
REDLANDS, CA 92373  
Telephone: (909) 335-4755

- S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 17-1001603  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF REDLANDS**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF REDLANDS**

By: \_\_\_\_\_  
Robert Lovingood  
President, Board of Directors

By: \_\_\_\_\_  
Enrique Martinez  
City Manager

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM AND  
PROCEDURE:

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

By: \_\_\_\_\_  
Daniel J. McHugh  
CITY Attorney

Attachment: Draft Agreement with Redlands I-10 Alabama Street (3192 : I-10 Alabama Street IC Cooperative Agreements)

## Attachment A

### PROJECT DESCRIPTION

The project funding is based on a concept that adds two turn lanes on both off-ramps, adds a right-turn lane at the eastbound on-ramp, and a southbound right-turn lane at the westbound on-ramp.

### PROJECT FUNDING TABLE

Public Share: 49.5%

Nexus Development Impact Fee Share (DIF, “Development Share” or “Local Share”): 50.5%

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$347,000	\$171,165	\$175,235
Project Report and Environmental Approval	\$922,000	\$456,390	\$465,610
PS&E	\$462,000	\$228,690	\$233,310
Right-of-Way (including Utilities)	\$36,000	\$17,820	\$18,810
Construction and Construction Management	\$8,122,000	\$4,020,390	\$4,101,610
Landscaping Maintenance	\$749,000	\$370,755	\$378,245
AUTHORITY Management Oversight	\$330,000	\$ 0	\$330,000
Total	\$10,968,000	\$5,265,810	\$5,702,190

Notes: Estimated Costs are based on June 2015 feasibility study.

\*The estimate includes a 3.0% escalation rate compounded annually.

### PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	December 2018
Plans, Specifications & Estimate (PSE)	December 2019
Right of Way (ROW)	December 2019
Construction Start	June 2020
Completion for Beneficial Use	June 2021

**Attachment B**  
**CONCEPTUAL LAYOUT**

**Attachment: Draft Agreement with Redlands I-10 Alabama Street (3192 : I-10 Alabama IC Cooperative Agreements)**



**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001600 Amendment No.: \_\_\_\_\_ Vendor No.: 00450  
 Vendor/Customer Name: CALTRANS Sole Source?  Yes  No  
 Description: Project study Report/ Development Support for I-10 Alabama St View Interchange Prjt  
 Start Date: 02/02/2017 Expiration Date: 02/02/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 98,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 98,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 98,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 11/02/2016  
 Board of Directors Action: Approve 17-1001600 with Caltrans for I-10/Alabama Interchange

**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: Hiep Bui

Attachment: 17-1001600 - CSS (3192 : I-10 Alabama IC Cooperative Agreements)

## **COOPERATIVE AGREEMENT**

### **Project Study Report – Project Development Support (PSR-PDS)**

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

The San Bernardino County Transportation Authority, referred to hereinafter as Authority.

### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. Authority desires that a project initiation document (PID) be developed for improvements to Alabama Street at Interstate 10 in the city of Redlands, within the State Highway System (SHS), referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
5. Authority is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.
6. CALTRANS will review and approve the PID prepared by Authority; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps, will actively participate in the project delivery team (PDT) meetings, and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS' activities will be done as reimbursed work.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

## **ROLES AND RESPONSIBILITIES**

8. Authority will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of Authority by a Civil Engineer registered in the State of California.
9. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement. Authority will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).
10. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
11. CALTRANS will complete a review of the draft PID and provide its comments to Authority within sixty (30 calendar days from the date CALTRANS receives the draft PID from Authority. Authority will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by Authority, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from Authority.
12. After Authority revises the PID to address all of CALTRANS' comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS receives the revised draft PID from Authority. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, Authority will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after Authority provides the required data.

13. CALTRANS will perform its review and approval in accordance with the provisions of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by Authority under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
14. PID preparation, except as set forth in this Agreement, is to be performed by Authority. Should Authority request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, Authority shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

### **INVOICE AND PAYMENT**

15. Authority agrees to pay CALTRANS, an estimated \$98,000 for actual cost of the work described herein. If there is an unexpected increase in the actual cost of work, CALTRANS will be compensated for the additional costs.
16. CALTRANS will draw from state and federal funds that are provided by Authority without invoicing Authority when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
17. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
18. CALTRANS will invoice Authority for a \$10,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
19. Thereafter, CALTRANS will submit to Authority monthly invoices for estimated monthly costs based on the prior month's expenditures.
20. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

21. If an executed Program Supplement Agreement (PSA) or STIP (Statewide Transportation Improvement Program) Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then Authority will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
22. If Authority has received Electronic Funds Transfer (EFT) certification from CALTRANS then Authority will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
23. If CALTRANS reimburses Authority for any costs later determined to be unallowable, Authority will reimburse those funds.
24. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

### **GENERAL CONDITIONS**

25. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
26. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, PARTNER will notify CALTRANS within 24 hours of discovery.
27. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
28. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of Authority in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.
29. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
30. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

31. Neither Authority nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless Authority and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
32. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by Authority, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon Authority under this Agreement. It is understood and agreed that Authority, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by Authority, its contractors, sub-contractors, and/or its agents under this Agreement.
33. If work is done under contract (not completed by Authority's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), Authority will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
34. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
35. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

## **DEFINITIONS**

**PARTNER** – Any individual signatory party to this Agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other parties.

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

## CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

**The primary Agreement contact person for CALTRANS is:**

Raghuram Radhakrishnan, Project Manager  
464 W. 4th Street, 6th Floor (MS-1229)  
San Bernardino, CA 92401-1400

Office Phone: 909-383-6288  
Email: Raghuram\_Radhakrishnan@dot.ca.gov

**The primary Agreement contact person for Authority is:**

Hiep Bui, Project Manager  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715

Office Phone: 909-~~889-8611~~884-8276  
Email: hbui@sanbag.ca.gov



**SIGNATURES**

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
John Bulinski  
District Director

By: \_\_\_\_\_  
Robert Lovingood  
Board President

**Certified as to funds:**

**Approved as to form and procedure:**

By: \_\_\_\_\_  
Lisa Pacheco  
District Budget Manager

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

**Concurrence:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: Draft Cooperative Agreement 1630 from Caltrans 8 24 16 (3192 : I-10 Alabama IC Cooperative Agreements)

## SCOPE SUMMARY

WORK ELEMENT	CALTRANS	AUTHORITY	N/A
0.100.05.05.xx - Quality Management Plan		X	
0.100.05.05.xx - Risk Management Plan		X	
0.100.05.05.xx - Communication Plan		X	
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings	X	X	
1.150.05.05 - Review of Existing Reports Studies and Mapping		X	
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review		X	
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search		X	
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling		X	
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID		X	
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input		X	
1.150.15.05 - Right of Way Data Sheets		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Preliminary Materials Report		X	
1.150.15.35 - Multimodal Review		X	

<b>WORK ELEMENT</b>	<b>CALTRANS</b>	<b>AUTHORITY</b>	<b>N/A</b>
1.150.15.40 - Hydraulic Review		<b>X</b>	
1.150.15.50 - Traffic Studies		<b>X</b>	
1.150.15.55 - Construction Estimates		<b>X</b>	
1.150.20.05 - Initial Noise Study		<b>X</b>	
1.150.20.10 - Hazardous Waste Initial Site Assessment		<b>X</b>	
1.150.20.15 - Scenic Resource and Landscape Architecture Review		<b>X</b>	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		<b>X</b>	
1.150.20.50 - Initial Water Quality Studies		<b>X</b>	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		<b>X</b>	
1.150.20.65 - Initial Paleontology Study		<b>X</b>	
1.150.25.05 - Draft PID		<b>X</b>	
1.150.25.20 - PID Circulation, Review, and Approval	<b>X</b>		
1.150.25.25 - Storm Water Data Report		<b>X</b>	
1.150.35 - Required Permits During PID Development		<b>X</b>	
1.150.40 - Permit Identification During PID Development		<b>X</b>	
1.150.45 - Base Maps and Plan Sheets for PID		<b>X</b>	

## *Minute Action*

AGENDA ITEM: 3

**Date:** *November 2, 2016*

**Subject:**

Lenwood Grade Separation Excess Land

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission: Find and determine that APN 0422-041-07 and APN 0422-042-12 are surplus parcels for the Lenwood Grade Separation Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels.

**Background:**

Per SANBAG's cooperative agreement C11199 with the City of Barstow and San Bernardino County, SANBAG has been the lead agency for final design, right of way, and construction phases of the Lenwood Grade Separation project. Per C11199, SANBAG, under the Commission's authority and in the Commission's name, made involuntary acquisitions of properties for the project use. The properties listed in the recommendation are remnants of larger parcels of which only a portion was required for the project. The remaining portion of property 0422-041-07 was used during construction for staging and the remaining portion of 0422-042-12 was determined to be an uneconomic remnant relative to its original use.

Construction is complete for the Lenwood Grade Separation Project and it has been determined that these properties are no longer necessary for construction, staging, storage, or mitigation/exchange on the project, or any future use. Per the terms of the settlement agreements of parcels 0422-041-07 and 0422-042-12, the previous owners of these two parcels, Naji Razzouk, and Nabil and Janet Razzouk, shall have a right of first refusal to repurchase the excess remaining of these two parcels on the same terms that the Commission would offer to others. Prior to the disposition of any property, the Commission must determine whether the property is needed for any future use and the Commission must declare the property as excess. Staff is recommending the Commission make these findings.

The properties listed below have been identified to be surplus to the needs of this joint agency project and are immediately adjacent to the project area:

APN	Former Owner	Address	Property Type
0422-041-07	Naji Razzouk, and Nabil and Janet Razzouk	24933 West Main St, Barstow	Vacant Land
0422-042-12	Naji Razzouk, and Nabil and Janet Razzouk	24917 West Main St, Barstow	Vacant Land

*Entity: CTC*

Board of Directors Agenda Item

November 2, 2016

Page 2

In preparation for sale, staff will ensure full clearance of all improvements, that a new legal description is prepared for each remnant parcel, that the value has been determined, and that the Commission has the ability to convey clear title of the surplus property.

Based on and subject to applicable government codes and guidelines regarding disposition of surplus property, staff recommends that the above referenced parcels be declared by the Commission as surplus and approved for immediate offer for sale.

***Financial Impact:***

This item is consistent with the current Fiscal Year 2016/2017 budget under sub-task 881.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 14, 2016. SANBAG General Counsel has reviewed this agenda item.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 4

**Date:** *November 2, 2016*

**Subject:**

Submittal of grant applications to Caltrans and to the Southern California Association of Governments (SCAG)

**Recommendation:**

A. Receive information on proposed SANBAG grant applications under the Caltrans Sustainable Transportation Planning Grant Program and the 2016 SCAG Sustainability Planning Grant Program.

B. Authorize the SANBAG Executive Director to sign a letter of intent to support the projects under the 2016 SCAG Sustainability Planning Grant Program prior to receiving funding.

**Background:**

SANBAG is preparing to submit an application under the Caltrans Sustainable Transportation Planning Grant Program for Fiscal Year 2017/2018 and several applications for the 2016 SCAG Sustainability Planning Grant Program. The applications for both programs are due in November 2016. The grant applications are being brought to the SANBAG Board's attention because matching funds may be required to make the grants as competitive as possible. All of the proposed applications will benefit local jurisdictions in San Bernardino County and are not focused on any specific SANBAG transportation projects.

SANBAG's proposed Caltrans grant application is entitled "*Paths to Clean Vehicle Technology and Alternative Fuels Implementation in San Bernardino County.*" The application proposes to bring together a broad cross-section of the public sector, private sector, and interest groups to define a technologically feasible and cost-effective approach (per the language in Assembly Bill 32) that integrates considerations of both air quality and the economy. SANBAG will bring together a diverse set of interests: logistics, transportation planning, technology, economics, energy, air quality, trucking, rail, warehousing, intermodal facilities, health, research, marketing, and finance.

The basic question to be addressed in this proposed project is: "What can local and regional agencies and the private sector do to advance the rate of adoption of fleet and fuels technology at the local level to help achieve both air quality and economic goals, and what is a feasible timeline for that progress to occur?" SANBAG submitted a similar grant application last fiscal year but the grant was not awarded. After a debrief with Caltrans staff, SANBAG was encouraged to update the grant and submit it under a different category within the same program.

A cash or in-kind match of 20% of the total project cost is required for applications in the "Strategic Partnerships" category. It is anticipated that a cash match of up to \$30,000 may be proposed in the grant application. The grant request is expected to be in the range of \$300,000.

**Entity:** *COG, CTC*

If SANBAG is successful in obtaining this grant, the matching funds will be included in the FY 2017/2018 SANBAG budget. Prior Caltrans grants have provided funds for important projects that have resulted in subsequent grants for implementation and/or construction.

SCAG opened the application period for the 2016 Sustainability Planning Grants on September 29, 2016. Grant concepts are still being fine-tuned, but up to five may be submitted:

- Climate action plan updates in response to SB 32 – SANBAG and 21 cities in San Bernardino County completed a Regional Greenhouse Gas (GHG) Reduction Plan and associated Environmental Impact Report in 2014. This was used as a basis for Climate Action Plans developed by a number of the cities, geared toward attainment of GHG reduction goals for 2020. This was funded largely by contributions from the individual jurisdictions. Now that SB 32 has legislated further reductions in GHGs by 2030 (40% reduction in GHGs relative to 1990 levels), staff from the jurisdictions has indicated that it would be helpful to have additional guidance regarding how to approach compliance with this much more aggressive goal. This project would provide that guidance, but participation would not obligate a jurisdiction to any particular set of actions. The grant request is estimated at \$350,000.
- Regional Conservation Investment Strategy – SANBAG and our local jurisdiction partners have recently initiated Phase 2 of the Habitat Preservation/Conservation Framework. This effort has been presented to the SANBAG Board on prior occasions. Assembly Bill 2087, recently signed by the Governor, provides an innovative tool that could simplify the development process and enhance habitat conservation planning. It is very consistent with the direction of our Habitat Preservation/Conservation Framework. The basic idea behind AB 2087 is to authorize local public agencies around the state to develop Regional Conservation Investment Strategies (RCIS). Each RCIS will identify science-based nonbinding voluntary conservation actions and habitat enhancement actions that advance the conservation of focal species. The RCIS aligns with the Countywide Vision and addresses priorities expressed by the Countywide Vision Environment Element Group (EEG). The state legislature has made RCIS a pilot program. Only eight areas in the state will be approved for an RCIS during the pilot period (through 2019). Four of the eight have already been committed. The County of San Bernardino and SANBAG are optimistic that San Bernardino County can become one of the AB 2087 Pilot Projects, given the work we have already done on the Habitat Preservation/Conservation Framework. This grant request is estimated at \$400,000.
- San Bernardino/Riverside Joint Community Health Effort – This grant would be submitted jointly with Western Riverside Council of Governments (WRCOG). It would build on healthy community initiatives already underway in both counties. In Riverside County the focus would be on development of checklists for incorporating healthy design into existing and new communities. In San Bernardino County the focus would be on evaluating the Healthy Communities Program and developing a Healthy Communities Strategic Plan. Since both projects have already been funded and are well underway, the SCAG grant will assist both County COGs to establish a shared vision and joint policy framework around the two bi-county projects. With the joint framework in place, the project will strive to establish an implementable healthy communities toolkit that identifies many of the projects/plans/programs that have already

been developed by both SANBAG and WRCOG that are related to Health Communities. The project will also include identification of gaps in current toolkit analysis. This grant request is estimated at \$200,000.

- Storymaps for Transportation – Technology evolves almost daily and with it comes challenges in how SANBAG delivers our information to our member jurisdictions and our community stakeholders. This grant will improve our GIS capability to distribute our online maps in a format that is simple, clear, and user-friendly while incorporating cartography that matches the project. The Storymaps will allow SANBAG to create pop-ups, legends, graphs, tables, and symbologies to better deliver the map's message. What we currently have at SANBAG is database displays of a wide range of information on land use, transportation, economy, socioeconomic data, and active transportation, among others. The Storymaps will remove nonessential elements in order to tell an effective story for a non-technical audience. The simplified maps will allow the end-users to better interact with the maps and understand the meanings behind the shapes and lines. This grant request is estimated at \$50,000.
- Public/Private Initiatives for Sustainability and Housing Production: A Toolbox Approach – This grant concept is being developed in conjunction with the Building Industry Association (BIA). SANBAG is putting together a grant application to look at opportunities for joint public/private initiatives to facilitate both housing production and sustainability. The intent is to craft win-win scenarios in which community builders can expedite the production of housing and the ancillary services needed to support the population while at the same time advancing state and regional GHG reduction goals. One aspect of this application is to prepare an evaluation of “net zero” housing – what has worked, what hasn't worked, and lessons that have been learned so far. The grant request is estimated at \$200,000.
- Morongo Valley Active Transportation Plan (MVATP) – This grant application would be submitted by SANBAG on behalf of the local jurisdictions in the Morongo Valley. The MVATP will serve as the sub-regional Active Transportation Plan under the overall San Bernardino County Active Transportation Plan. The goal of the sub-regional ATP for Morongo Valley is to identify biking/walking strategies and projects that are specific to this region. The unique character of this region, which includes the City of Twentynine Palms, Town of Yucca Valley, Joshua Tree Community (unincorporated area), and the Joshua Tree National Park, embodies very distinct active transportation opportunities and challenges that need to be addressed separately from the typical urban and suburban setting. For last couple of years, stakeholders and community groups have been meeting regularly to address these challenges related to active transportation. The project will address specific issues related to bicycle elements, pedestrian elements, safe routes to school, and connections to transit and the National Park. This grant request is estimated at \$200,000.

We anticipate that match funding for the SCAG grants could be in the range of 10-20 percent. It is expected that the \$225,000 in local funds already being used for the Habitat Preservation/Conservation Framework could be used as RCIS match funding. Match sources for the other projects could include LTF Planning or Measure I funds for projects with a transportation connection.

***Financial Impact:***



Board of Directors Agenda Item

November 2, 2016

Page 4

This item has no impact on the Fiscal Year 2016/2017 SANBAG Budget at this time. To the extent that SANBAG is successful in obtaining the grants, matching funds would be included in the Fiscal Year 2017/2018 SANBAG Budget or in an amendment to the Fiscal Year 2016-2017 budget, if required earlier.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 13, 2016.

***Responsible Staff:***

Steve Smith, Director of Planning

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 5

**Date:** *November 2, 2016*

**Subject:**

Customer-Based Ridesharing and Transit Interconnectivity Study

**Recommendation:**

Receive information about SANBAG's "Customer-Based Ridesharing and Transit Interconnectivity Study."

**Background:**

The purpose of the *Customer-Based Ridesharing and Transit Interconnectivity Study* is to more fully coordinate rail, bus, ridesharing, and active transportation modes and customer information efforts. It will identify system enhancements that can make transit, ridesharing, and cycling/walking more convenient and competitive as transportation modes. It is a customer-focused, multi-modal effort to transition San Bernardino County's mobility components into a more integrated, interconnected network and to improve the information disseminated about the system.

The study is funded by a \$350,000 Caltrans Sustainable Transportation Planning Grant award and a \$50,000 match commitment from SANBAG. AMMA Transit Planning is the consultant, contracted through the Southern California Association of Governments (SCAG).

San Bernardino County has a growing network of rail and bus transit routes to serve its population and employment base. The San Bernardino Metrolink line is the highest ridership line on the regional commuter rail system. The Metrolink extension to downtown San Bernardino will be operational in 2017, and the Redlands Passenger Rail Project will come on line in 2020. In addition, the E Street sbX bus rapid transit (BRT) system began revenue service in April 2014, and Omnitrans is proceeding with additional express bus service as well as with the West Valley Connector BRT line connecting Fontana, Rancho Cucamonga, Ontario, Montclair, and Pomona.

This study is investigating how to make the maximum use of these transit assets and San Bernardino County's ridesharing, vanpooling, and active transportation initiatives going forward. The goal is to see all of these transportation investments as an integrated, customer-focused system that increases both the choices of transportation modes and the visibility of those choices. The goal is to help all of these services succeed. SANBAG and Omnitrans are closely collaborating on this study, as both have responsibilities for various transportation modes and services: SANBAG for Metrolink, Redlands Rail and the ridesharing/vanpooling programs, and Omnitrans for BRT, express, and local bus service in the San Bernardino Valley.

*Entity: CTC*

More specifically, the study includes consideration of the following types of strategies:

- Improved “first mile/last mile” connectivity between transit stations/hubs and employment sites or shopping/event centers
- Expanded ridesharing information and ride-matching tools
- Additional rideshare, vanpool, or transit incentives
- Information technology – Phone apps to show customers the best travel options and to provide faster, easier ways to pay for transit trips
- Options for fare media compatibility
- Safer, more inviting bicycle and pedestrian corridors
- Special transit or taxi-type shuttles (e.g. Uber/Lyft shared ride services) to large employer locations, ONT, event centers, and shopping
- Better access to mid-day travel options for transit and ridesharing commuters
- More signage to better show transit connections and services

The study includes substantial outreach to local jurisdictions, employers, activity center managers, and transit/ridesharing customers and potential customers. Coordination will occur with Victor Valley agencies, even though the focus is primarily the Valley subregion. A presentation was provided to the Board of Directors Metro Valley Study Session highlighting the elements of the study. Completion is expected in early 2018.

This project will also provide an opportunity for SANBAG to better understand how technology could benefit travel options for the future. New transportation technologies are evolving rapidly, and SANBAG will need to better understand how those options could shape our delivery of transportation services in both the near-term and long-term. In that light, staff is suggesting that a transportation technology workshop be held in early 2017 to bring the SANBAG Board current information on some of these developments and how they could affect our planning and funding going forward. Additional information will be provided in December.

***Financial Impact:***

This item has no impact on the Fiscal Year 2016-2017 SANBAG budget.

***Reviewed By:***

This item was received by the Board of Directors Metro Valley Study Session on October 13, 2016.

***Responsible Staff:***

Steve Smith, Director of Planning

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:



# Customer-Based Rideshare and Transit Interconnectivity Study: *A Project to Improve Shared and Active Transportation for San Bernardino Travelers*



# Study Purpose

- SANBAG and partners desire to maximize benefit of heavy investment in transit solutions
  - \$600M in capital improvements to public transit network
- Transformative time in public transportation
  - New Modes: Uber/Lyft, Rideshare Platforms, Shared Vehicles, Autonomous Vehicles – all addressing customer needs
  - New Technology to enhance information & operations
  - New interest by millennials in alternatives to driving
- What can policy makers, public transit managers and administrators do to capitalize on these factors, to increase alternative mode use?



# Study Area

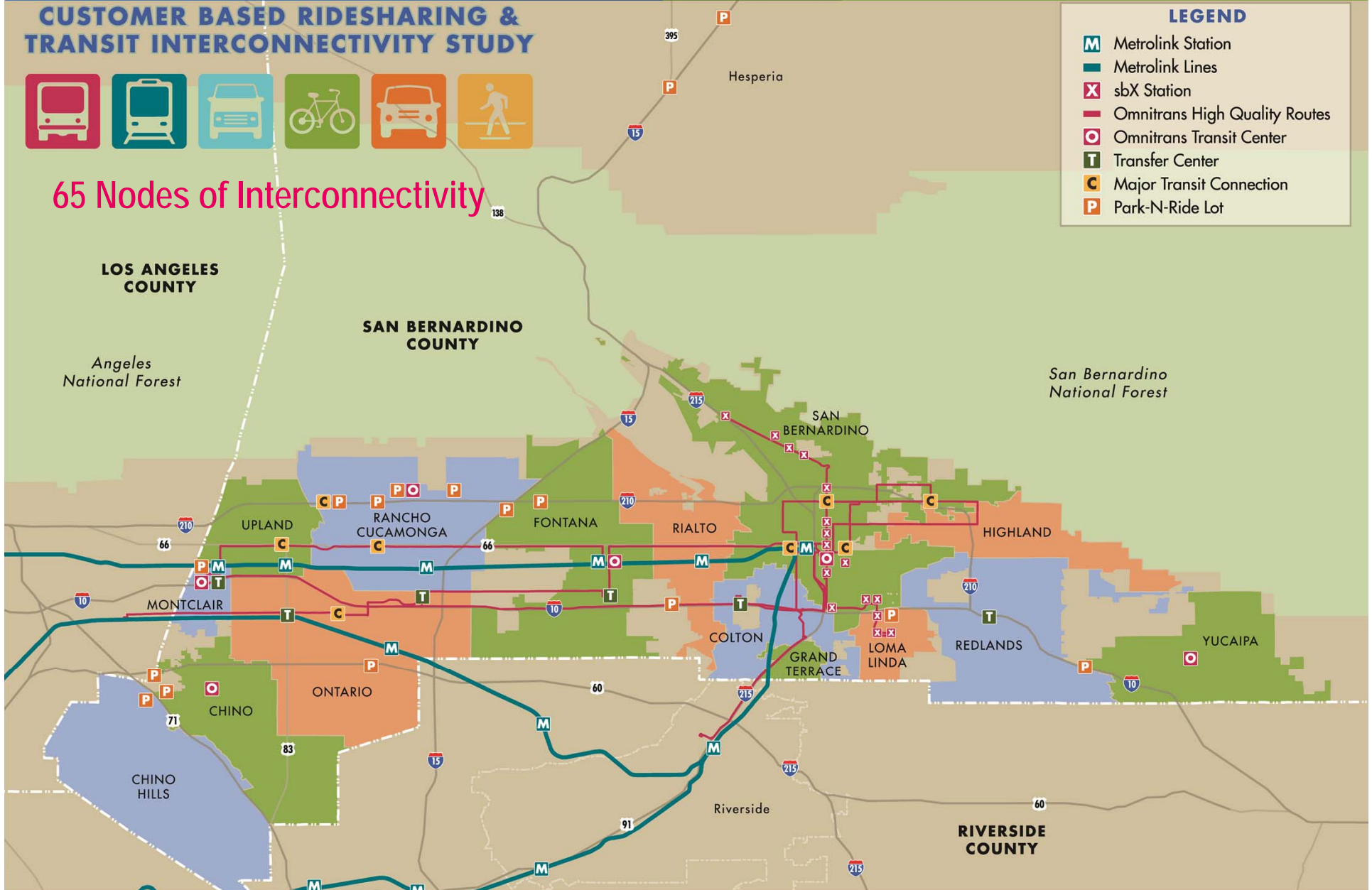
## CUSTOMER BASED RIDESHARING & TRANSIT INTERCONNECTIVITY STUDY



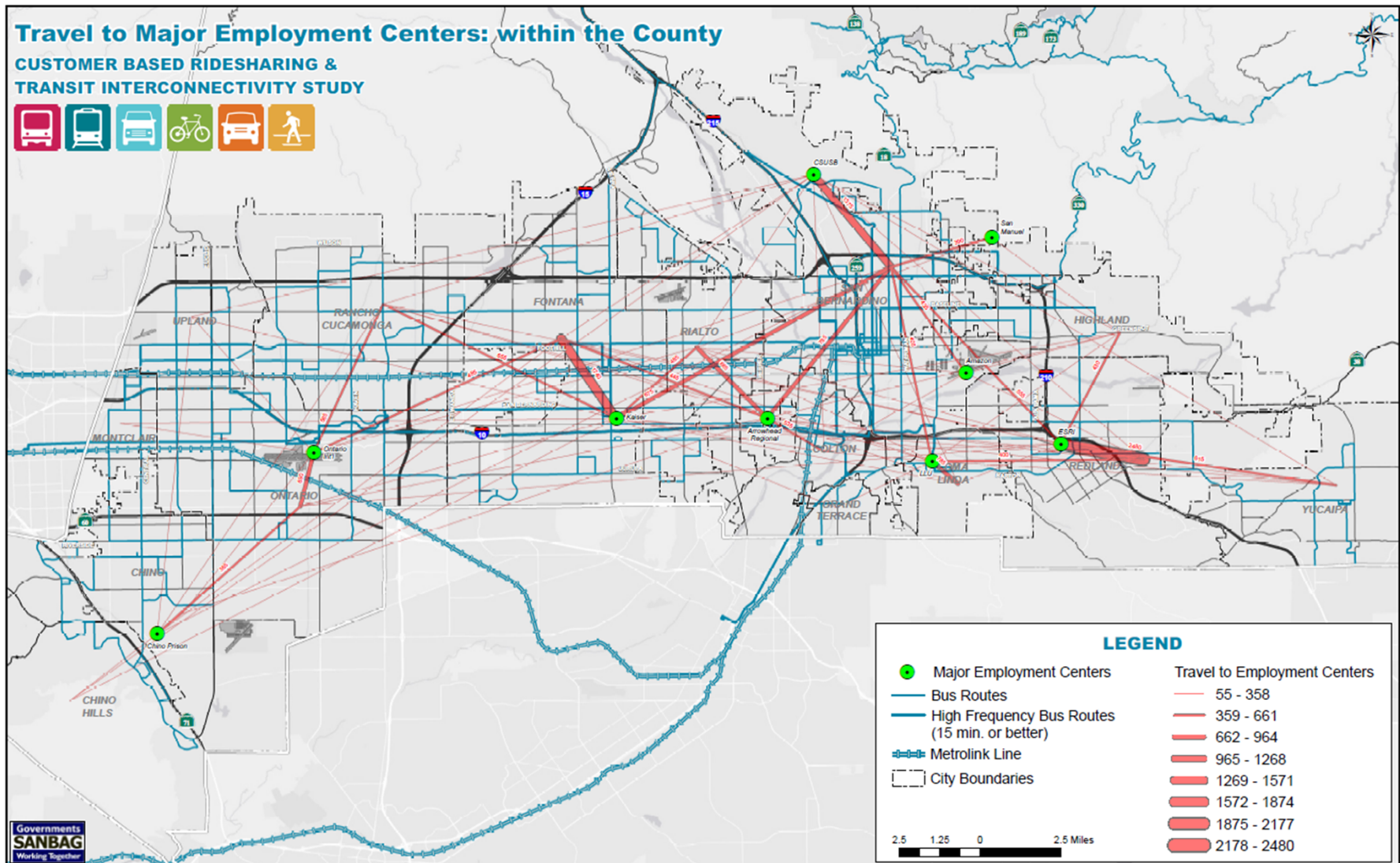
65 Nodes of Interconnectivity

**LEGEND**

- M** Metrolink Station
- Metrolink Lines
- X** sbX Station
- Omnitrans High Quality Routes
- O** Omnitrans Transit Center
- T** Transfer Center
- C** Major Transit Connection
- P** Park-N-Ride Lot



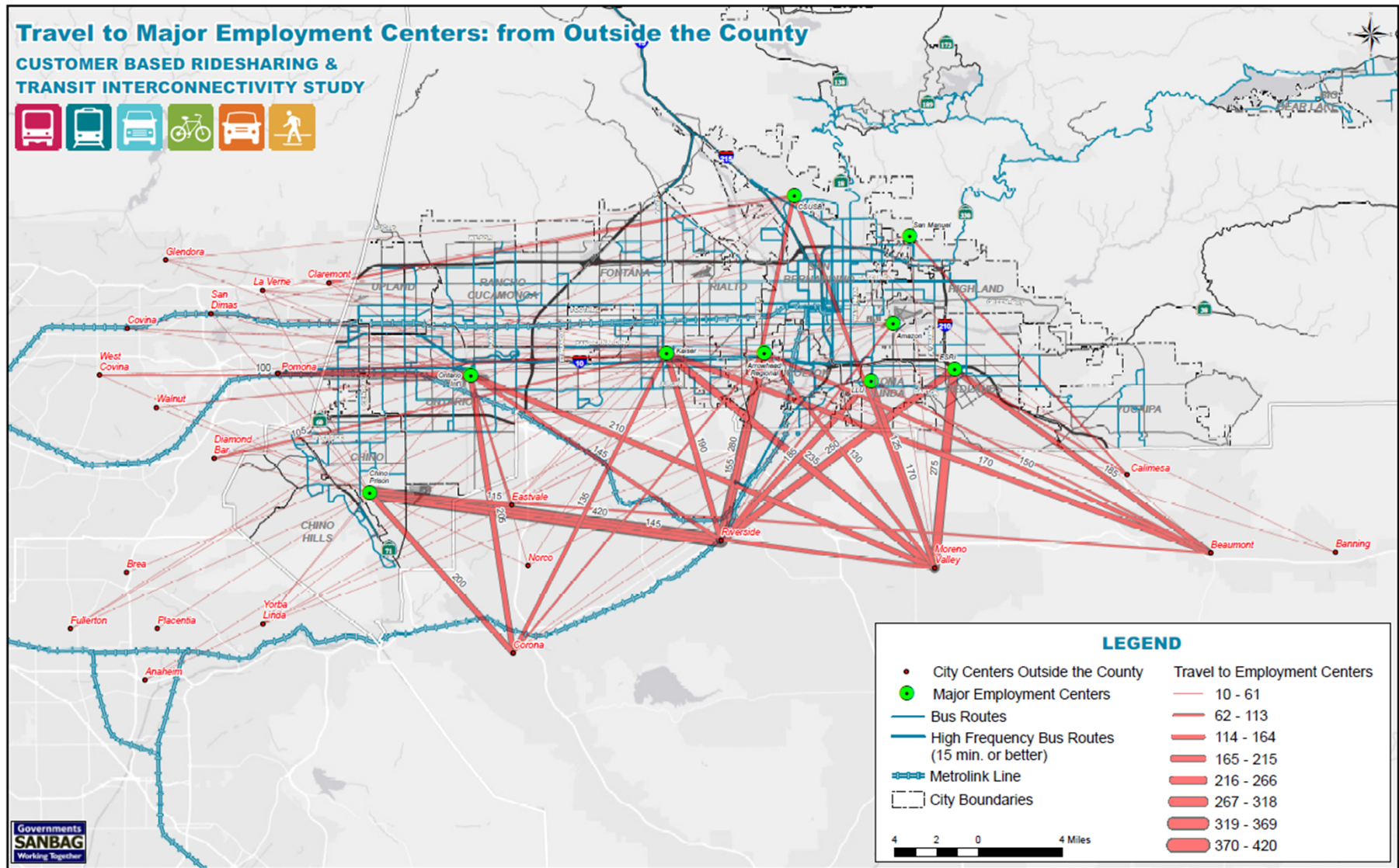
# Intra-county Travel Patterns



\*2013-2015 Statewide Integrated Traffic Records System (SWITRS) as provided by Cal Berkeley's Transportation Injury Mapping System  
 \*\*Heat color estimates were created using ESRI's point density tool which calculates a magnitude-per-unit area from point features (collision sites) that fall within a neighborhood around each cell.

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# Inter-county Travel Patterns

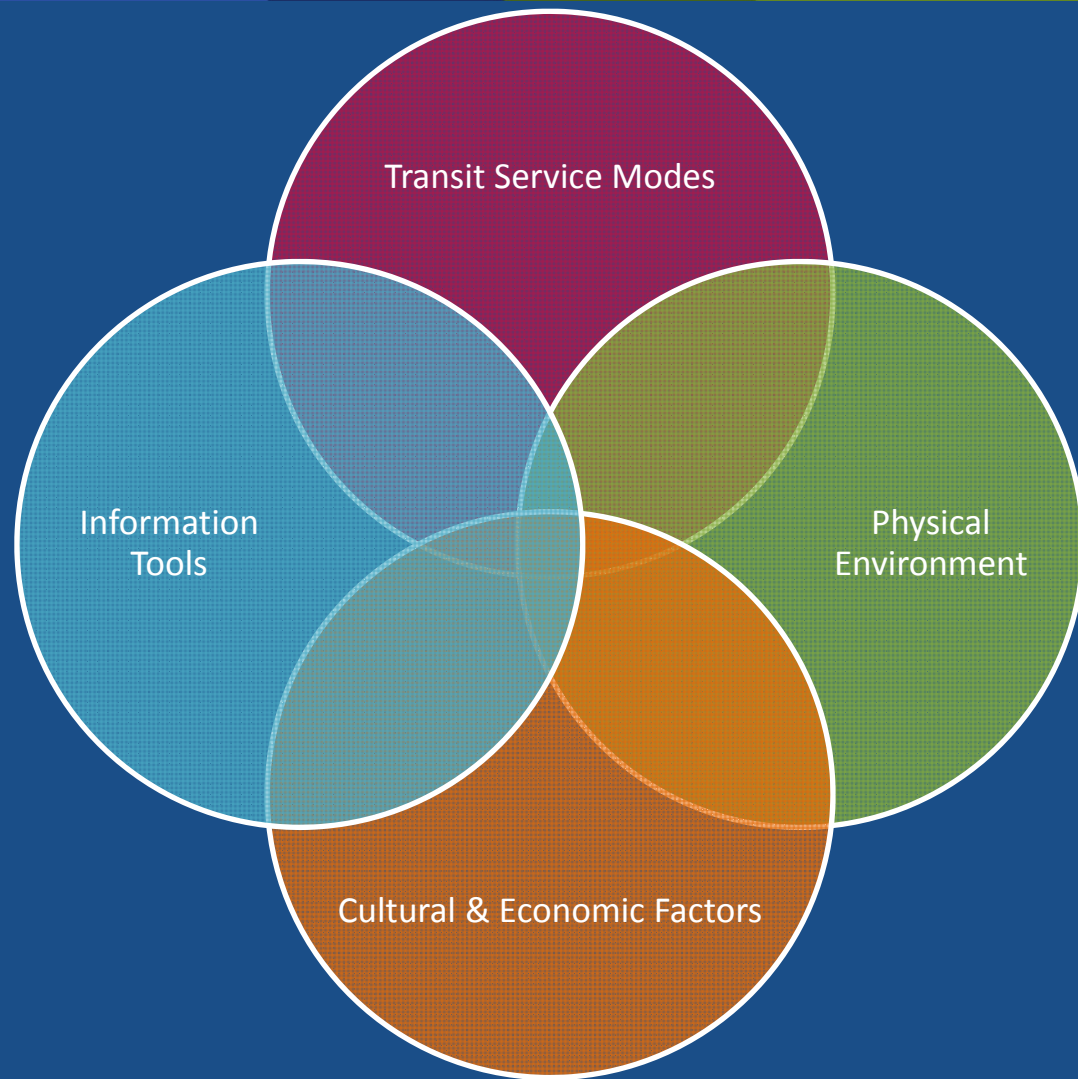


\*2013-2015 Statewide Integrated Traffic Records System (SWITRS) as provided by Cal Berkeley's Transportation Injury Mapping System  
 \*\*Heat color estimates were created using ESRI's point density tool which calculates a magnitude-per-unit area from point features (collision sites) that fall within a neighborhood around each cell.

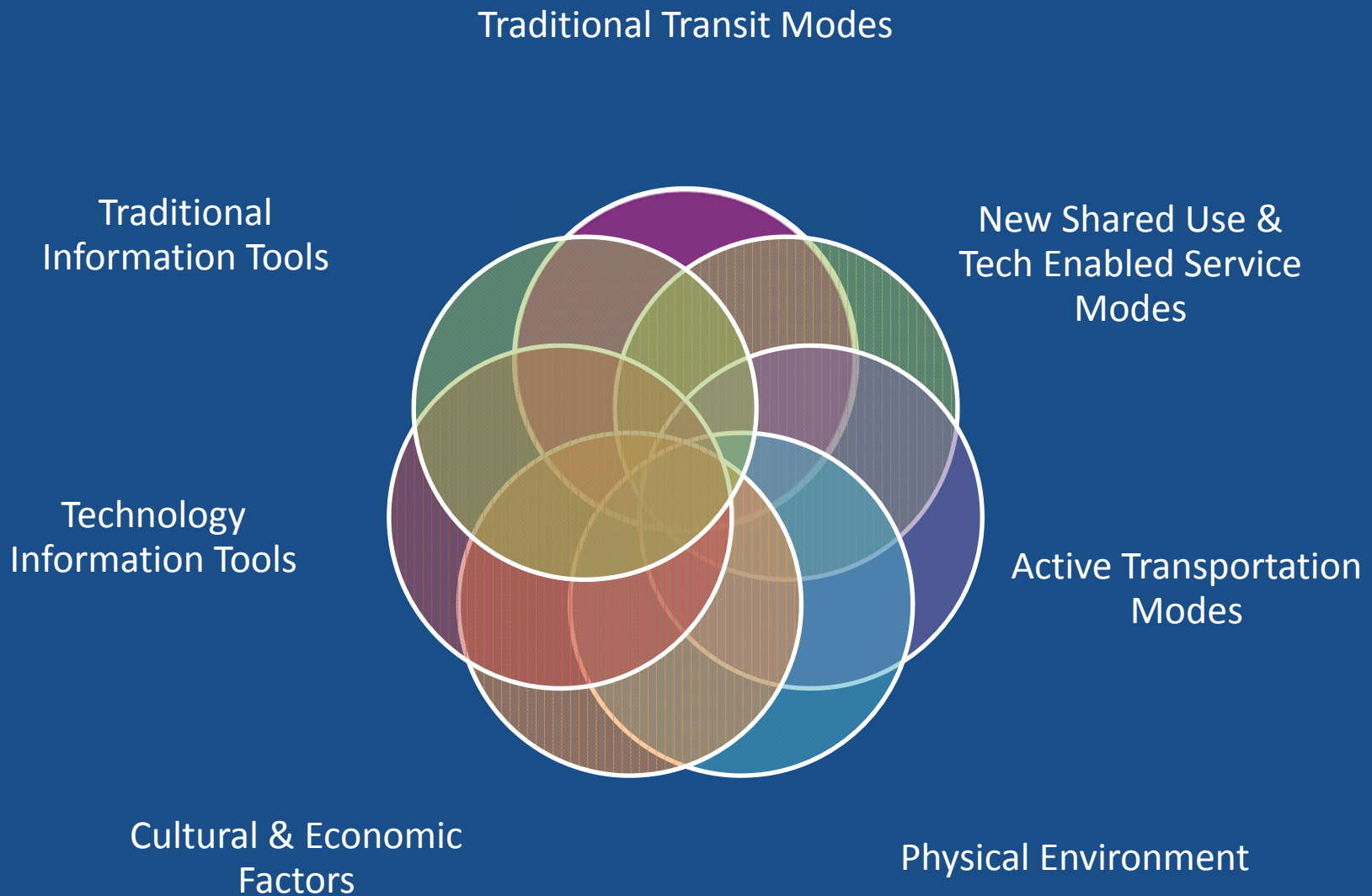
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# Mobility – Traditional Mode Choice Factors



# Mobility in a Changing Landscape



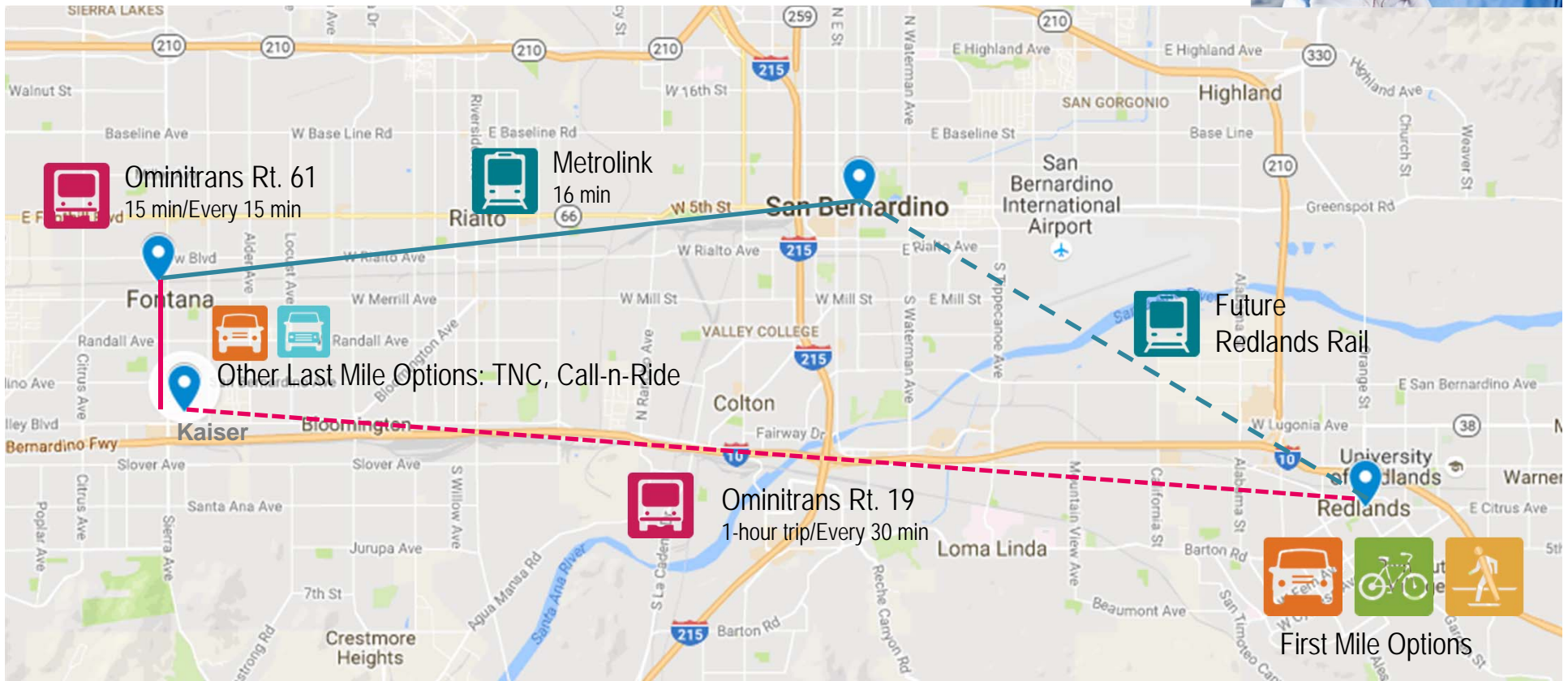
# Diverse Customer-Based Strategies



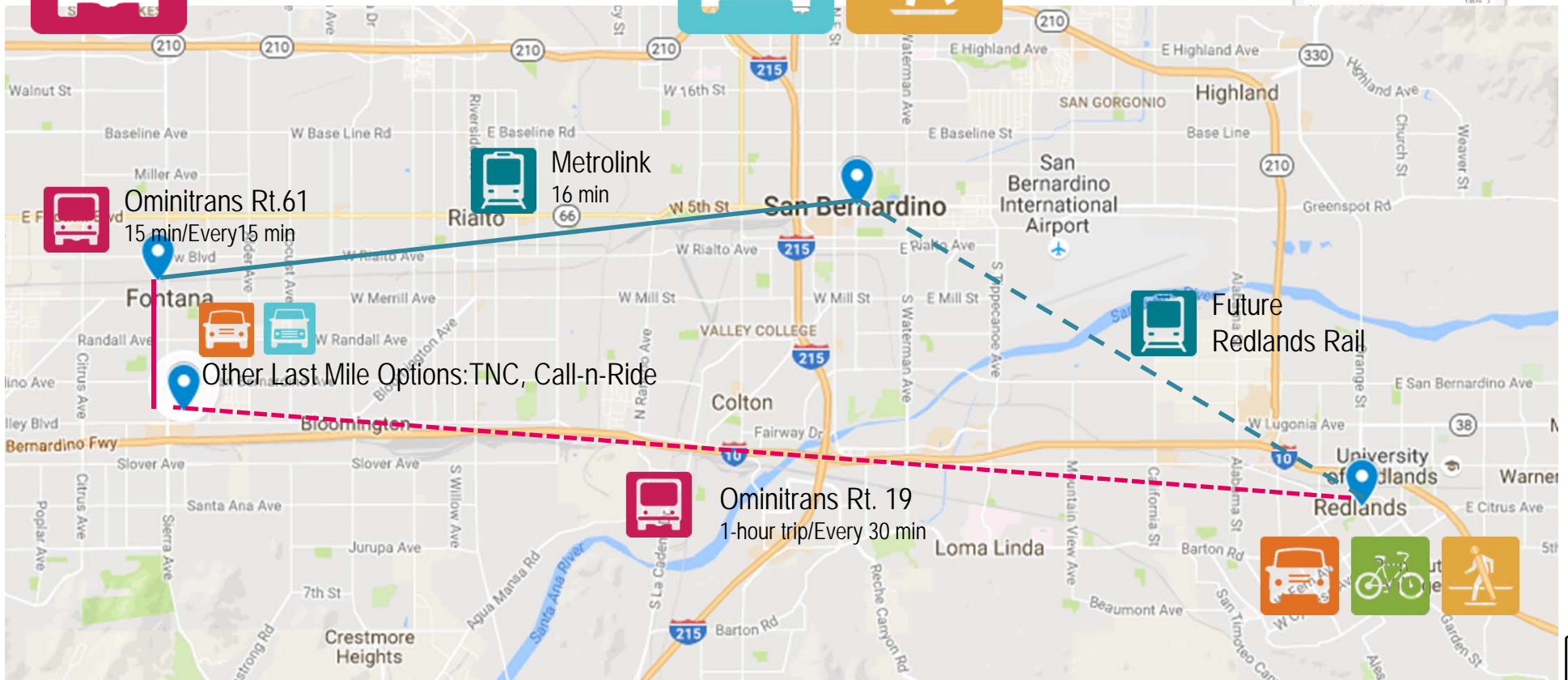
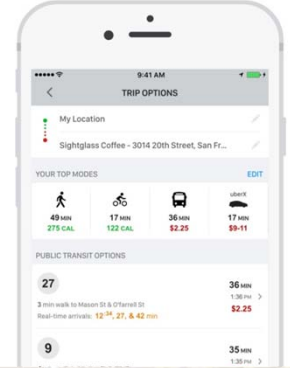
- Easy/fast transfers between trains and buses
- Access from the train or transit stop to worksite
- Targeted transit shuttles or demand response services to large employer locations
- Bicycle and pedestrian corridors
- Park & Ride Facilities
- Rideshare & Vanpool incentives
- Rideshare info and matching
- Consolidated multi-modal information
- Information technology – apps to plan and pay for trips

# Interconnectivity

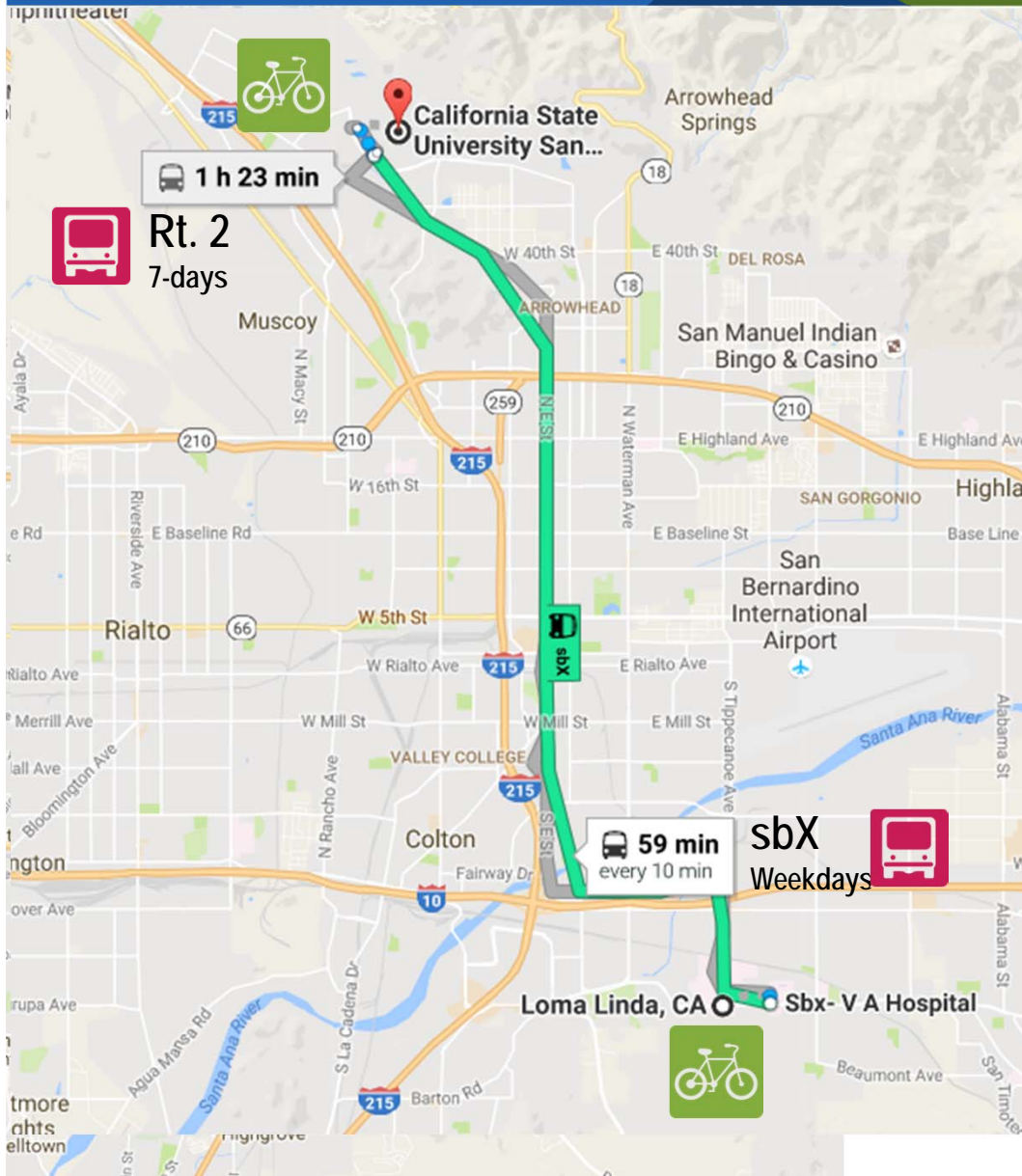
- Kaiser Permanente Employee
- Resides in Redlands and Commutes to Fontana (about 25 minutes by car)
- Options for travel – speed vs one-seat ride



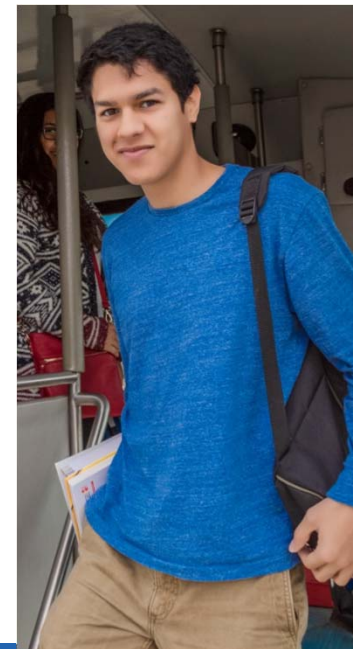
# Mode Choice Factors



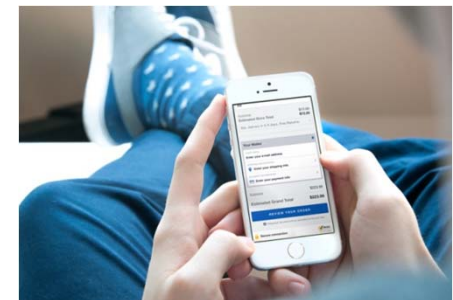
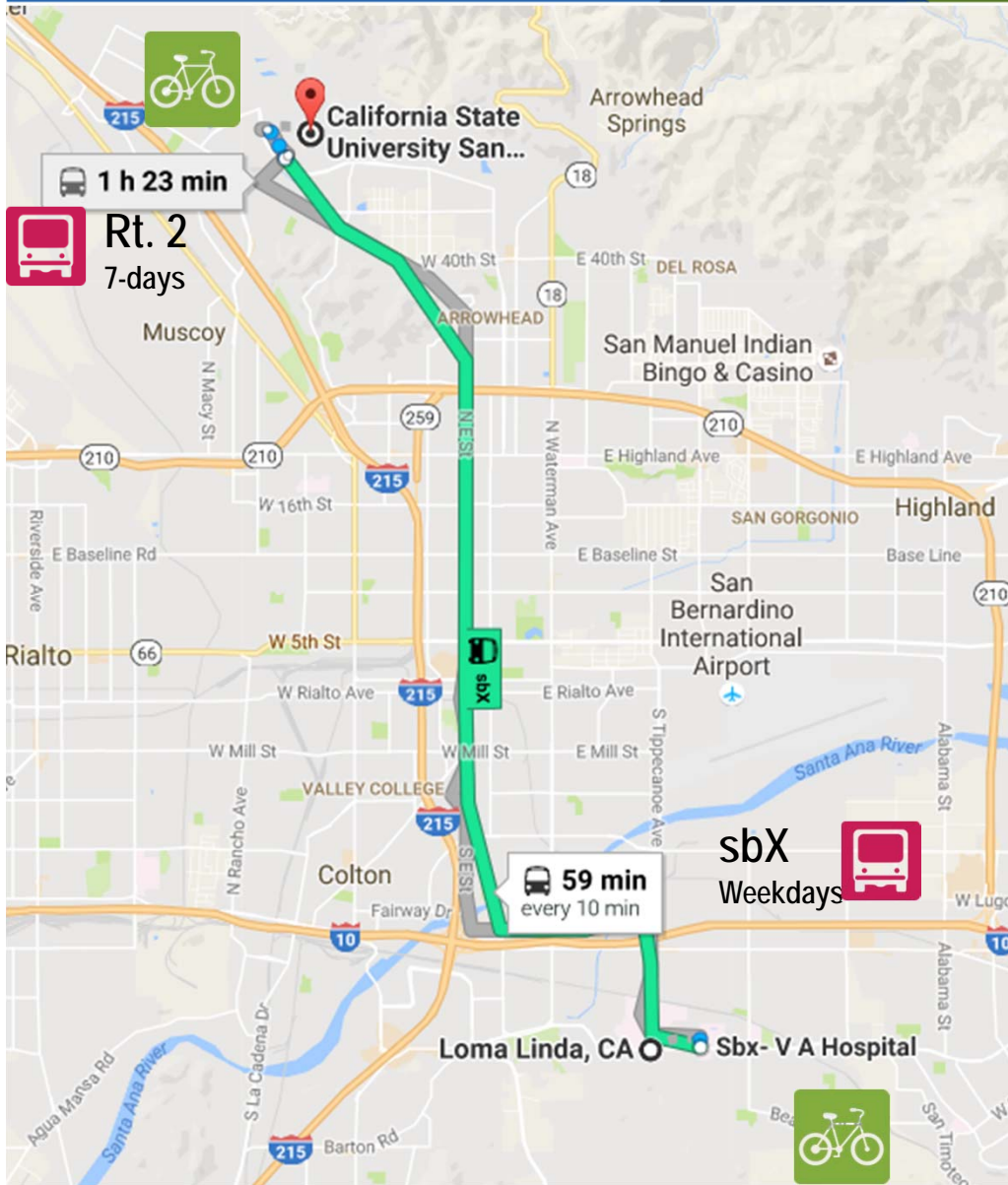
# Combining Active and Shared Modes



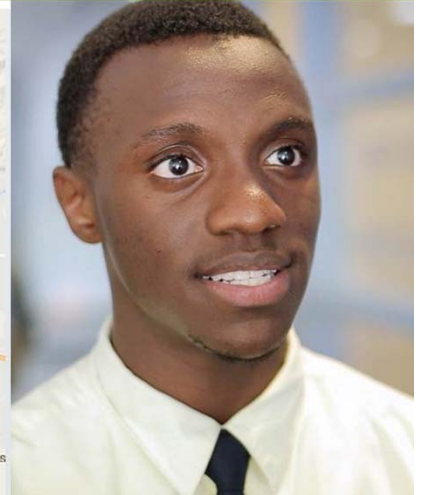
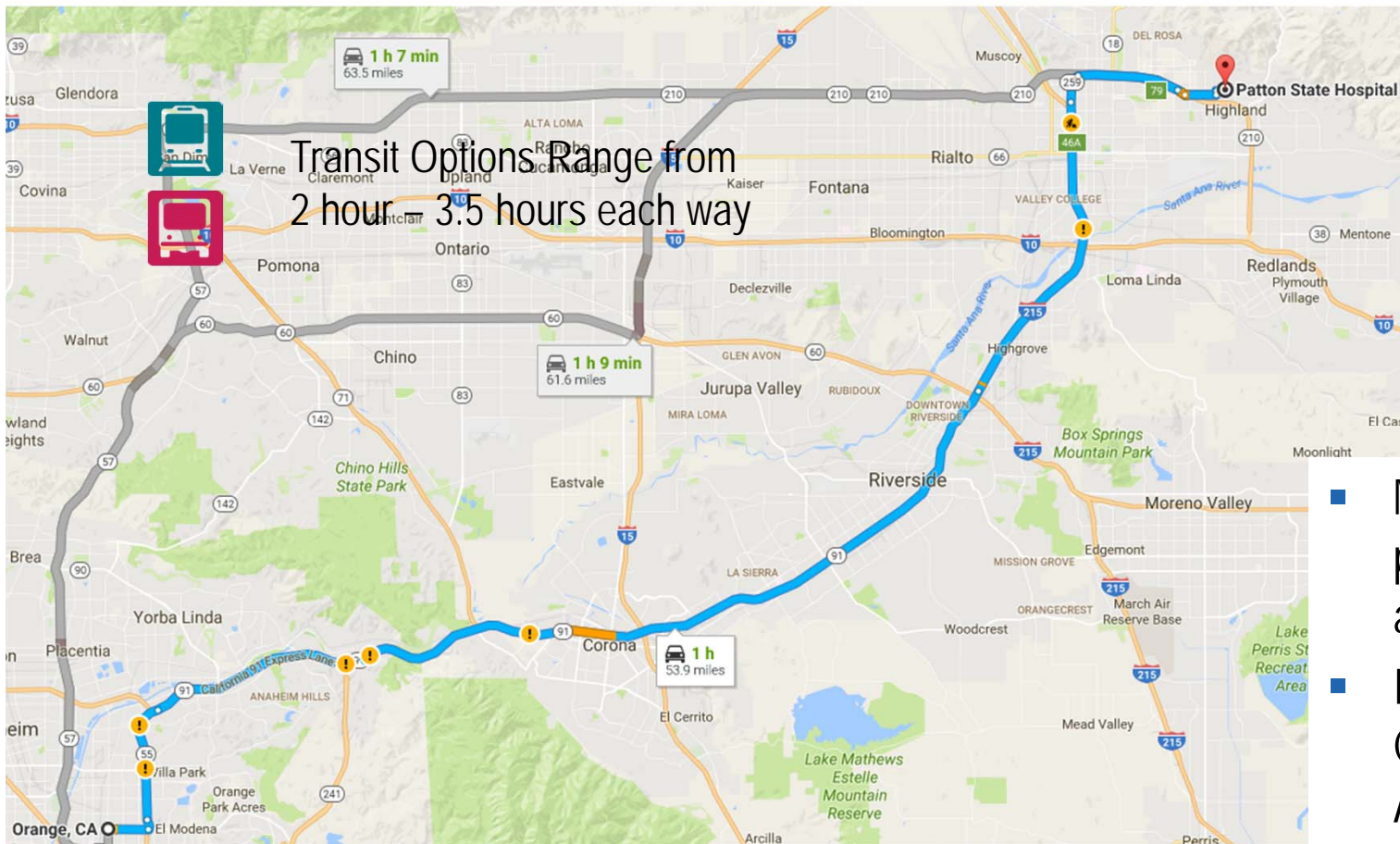
- CSUSB Student
- Resides in Loma Linda
- sbX or Omnitrans Rt. 2
- Bike for first and last mile



# Mode Choice Factors



# Long Distance Commutes



- Millennial who prefers not to drive alone (1 hour+)
- Resides in Orange County and works in Administration at Patton State Hospital



Carpool or Vanpool options more attractive; may need to look beyond Patton employees to find a good match.



# Defining Success

## *New Vision – Mobility as a Service*

### ■ Riders' Experience of Success

- Easy to use
  - Trip planning
  - Trip making
  - Fare payment
- Sufficiently speedy
- Goes where rider needs to go
- Feels safe
- Affordable
- Equitable

### ■ Key Performance Indicators

- Traditional transit – trips, cost effectiveness of trips, subsidy per trip
- Service modes – new partnerships, new technology
- Fare payment – seamless capability
- Built environment – safety indicators and urban space re-imagining
- Information – ease, completeness, confidence
- Accessibility – to more rider markets
- Funding – new grants, new funding potential



# How You Can Participate

1. Invite participation of major employers in your community
2. Distribute e-survey link to your employees
3. Participate in project workshop(s) on changing mobility landscape

Heather Menninger

**AMMA Transit Planning**

Heather@AmmaTransitPlanning.com

(951) 784-1333

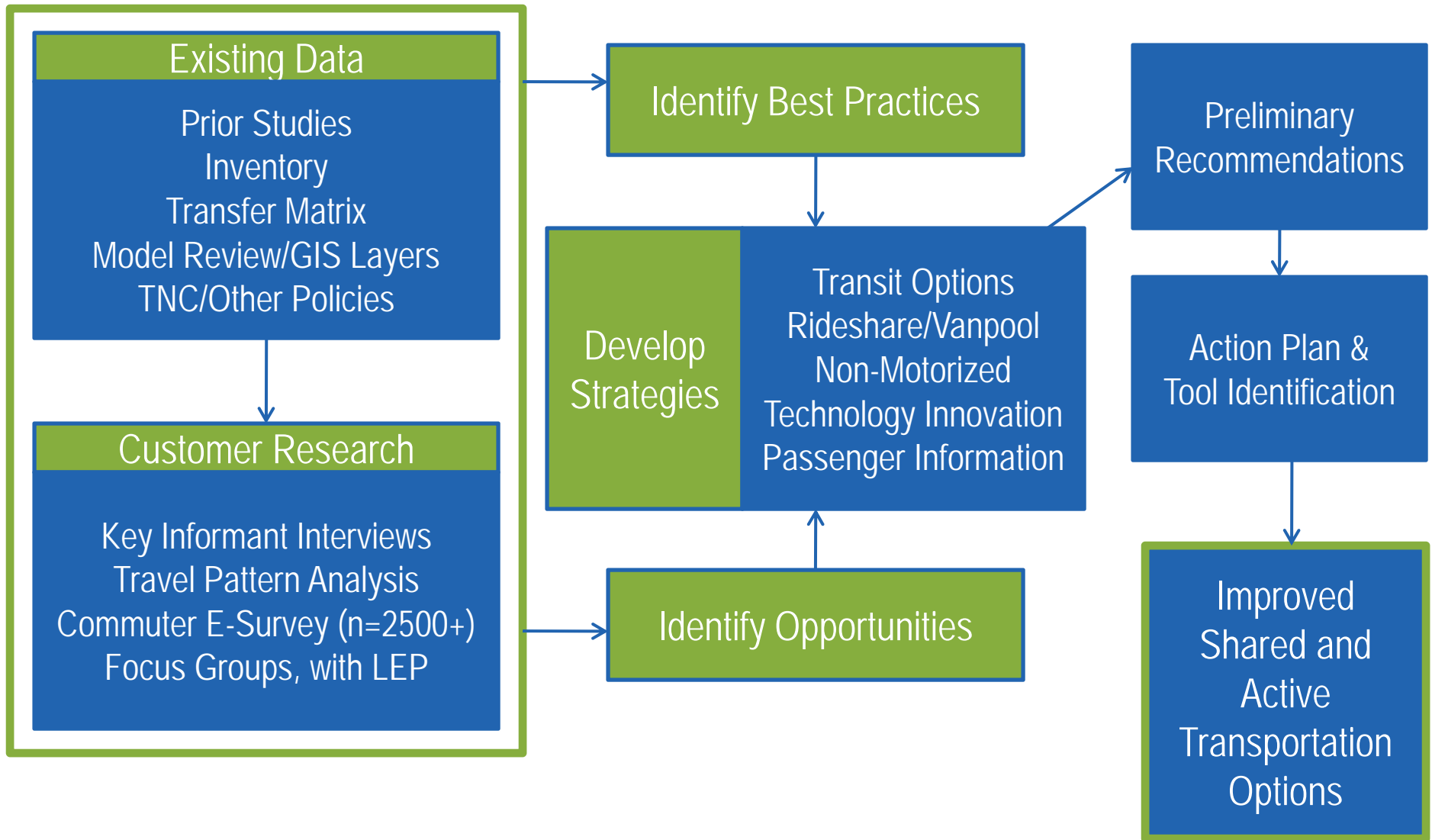
Selena Barlow

**Transit Marketing**

SelenaBarlow@TransitMarketing.com

(520) 322-9607

# Project Components



## *Minute Action*

AGENDA ITEM: 6

**Date:** *November 2, 2016*

**Subject:**

SCAG Enhanced Infrastructure Financing Districts (EIFD) Pilot Project - Redlands Passenger Rail Project

**Recommendation:**

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

- A. Receive a presentation from the Southern California Association of Governments on their Enhanced Infrastructure Financing District Pilot Project for the Redlands Rail Corridor.
- B. Oppose the Southern California Regional Rail Authority, also known as Metrolink, taking action on behalf of San Bernardino County without prior request from the San Bernardino County Transportation Authority Board, related to Enhanced Infrastructure Financing District efforts.

**Background:**

On August 11, 2016 staff presented an item to the Transit Committee asking for direction on whether or not to analyze the potential for Value Capture along the Redlands Passenger Rail Project (RPRP) corridor. SANBAG staff presented information on tax increment financing through a joint powers authority model to fund operations or Enhanced Infrastructure Financing District (EIFD) for capital improvements, and assessment districts. The direction from the Transit Committee was to revise the scope of work for this effort to include projects throughout the entire San Bernardino Valley and return to the Transit Committee for further direction.

On August 23, 2016, SANBAG Transit Department staff became aware of a similar effort by the Southern California Association of Governments (SCAG) to study EIFD potential along the RPRP corridor as part of their EIFD/Community Revitalization and Investment Authority (CRIA) screening tool and pilot projects effort. Consistent with SCAG's current and past legislative priorities to support legislation and enhance economic development opportunities to local government, provide tools to help achieve further economic turnaround and growth, SCAG retained Kosmont Companies to advise on how SCAG can promote and facilitate the use of both EIFDs and CRIAs to achieve the goals of economic development through sustainable infrastructure investment and affordable housing construction. In addition, SCAG can provide data, GIS, and technical assistance to jurisdictions who are considering establishing an EIFD and/or CRIA. As such, the Kosmont Companies is tasked to help SCAG deliver sustainable infrastructure by identifying pilot projects that may benefit from city/county collaborations and using the frameworks provided by EIFDs/CRIAs. To reach this end, the consultant team provided recommendations for SCAG's role in providing such technical assistance including the following:

*Entity: CTA*

1. Design and recommend a screening tool on which jurisdiction can apply to determine whether project areas are feasible to form an EIFD/CRIA to further facilitate infrastructure funding.
2. Identify information and technical assistance that SCAG can provide to power the screening tool. For example, SCAG's parcel level geographic information systems (GIS) land use, including general plan, existing land use, specific plan, high quality transit areas, transit priority project (TPP), etc., and socioeconomic information/database as required by the Senate Bill 628 and Assembly Bill 2 for EIFD and CRIA purposes.
3. Additional information/data SCAG may need to acquire, including property tax rates, EIFD/CRIA database (formed, established and/or under development).
4. Review the 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to identify applicable regional sustainable pilot projects that may benefit from city/county financing collaborations with EIFDs and or CRIAs.

As part of the screening tool effort and review of the 2016 RTP/SCS, Kosmont Companies and SCAG identified three potential pilot projects: the Redlands Passenger Rail Project, the METRO Los Angeles Crenshaw Station Project, and the Santa Ana Regional Transportation Center Station Expansion Project/Santa Ana/Garden Grove Streetcar Project. Evaluation of the pilot projects is underway and pending outreach to affected jurisdictions.

Kosmont Companies will continue to advise SCAG about next steps in promoting and facilitating the use of EIFDs/CRIAs to finance sustainable infrastructure and affordable housing investment to achieve economic development goals. This includes completion of the pilot projects analyses and market materials, outreach to the pilot project local jurisdictions and partners, conducting workshops region-wide to introduce requirements of EIFDs/CRIAs, provide technical assistance and capabilities with the database and screening tool to facilitate the establishment of EIFDs/CRIAs, and identification of EIFD/CRIA applications with regional significance that SCAG can initiate and lead.

As a result of the work underway by SCAG and the screening process that was undertaken to identify appropriate pilot projects, staff is recommending that the effort to broaden the Value Capture effort to the wider San Bernardino Valley be delayed until the SCAG effort related to the RPRP corridor is fully realized.

Also related to EIFDs, there was discussion at the Southern California Regional Rail Authority (SCRRA) Board Workshop earlier this year regarding Metrolink taking a more active role in EIFDs. SANBAG staff is recommending the SANBAG Board oppose SCRRA Board taking action related to EIFD efforts affecting San Bernardino County. SANBAG staff does not believe it would be prudent to pursue EIFD efforts through SCRRA as SCRRA is an operating entity. Not only is SCRRA an operating entity representing five counties with varying land uses and demographics but decisions related to EIFD align more appropriately with the role and responsibilities of the local jurisdictions such as the cities, counties, or county transportation authorities.

***Financial Impact:***

There is no financial impact to the SANBAG Fiscal Year 2016/2017 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016.

Board of Directors Agenda Item

November 2, 2016

Page 3

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:



# SCAG EIFD/CRIA Project: Status Report Screening Tool, Pilot Projects and Next Steps

*October 2016*

**Prepared By:**

***SCAG & Kosmont Companies***

1230 Rosecrans, Suite 300  
Manhattan Beach, CA 90266  
Telephone: (424) 456-3088  
[www.kosmont.com](http://www.kosmont.com)

# Background and Introduction

6.a

Attachment: Kosmont SCAG EIFD-CRIA Summary Presentation 10-13-16 SANBAG WenF

- “Economic Development 2.0: New financing mechanisms in the post-RDA:
  - EIFD – Enhanced Infrastructure Financing Districts (SB 628)
  - CRIA – Community Revitalization and Investment Act (AB 2)
- SCAG Objectives:
  - Inform and promote applications of recently approved funding mechanisms for sustainable infrastructure and housing investment, create jobs/stimulate economic growth
  - Provide sustainable infrastructure to achieve the goals of the RTP/SCS
  - Identify/define SCAG’s role in pre-screening evaluation services and technical assistance to member cities considering EIFD/CRIA formation
  - Illustrate the analytical and implementation process of EIFDs/CRIAs with sample pilot projects
- Next step is completion of Pilot Project analyses, outreach to relevant agencies / stakeholders, and initiation of EIFD/CRIA training workshops



# Types of Projects EIFDs & CRIAs Can Fund



Industrial Structures



Aff. Housing / Mixed Use



**TOD/TRD Projects**



Wastewater/Groundwater



Light / High Speed Rail



Civic Infrastructure



Parks & Open Space



Childcare Facilities



Brownfield Remediation

Attachment: Kosmont SCAG EIFD-CRIA Summary Presentation 10-13-16 SANBAG WenF

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

- 1. SCAG's Role in Enabling EIFDs / CRIAs**
- 2. Potential District Screening**
- 3. Pilot Project Selection**
- 4. Next Steps for Implementation**

# 1. SCAG's Potential Roles for EIFD and CRIA

6.a

Attachment: Kosmont SCAG EIFD-CRIA Summary Presentation 10-13-16 SANBAG WenF

1. **Screening Tools**: To determine whether projects may use infrastructure financing tools such as EIFD and CRIA
2. **Formation Assistance / Regional Coordination**: SCAG members need a regional entity to assist coordination, planning, and implementation of multi-agency infrastructure projects
3. **Technical Assistance**: When preparing EIFD Infrastructure Financing Plans, CRIA Plans, and submitting applications for programs such as Greenhouse Gas Reduction Funds (e.g. Cap and Trade), federal grants (TIFIA, EPA)
4. **Financial Assistance**: Start-up loans and/or funding sources to help member cities to form and resolve EIFD/CRIA funding shortfalls in early years

# The Need for SCAG Assistance

6.a

Attachment: Kosmont SCAG EIFD-CRIA Summary Presentation 10-13-16 SANBAG WenF

- EIFDs and CRIAs can help SCAG member cities to provide financing to build required sustainable infrastructure.
- EIFDs and CRIAs have different criteria for formation and different requirements once formed. CRIAs focused on affordable housing as well as infrastructure.
- EIFD and CRIA startup requirements are complex and costly. Most districts will require cooperation between public agencies with histories containing conflicts.
- Member cities may need **technical, political & financial assistance** to implement EIFDs & CRIAs.

# 2. Potential District Screening

**SCAG Objective:** Provide member cities with initial screening to determine whether a sustainable infrastructure project could utilize EIFD or CRIA for funding / financing

## Primary Screening Criteria and Sample Required Data:

Screening Criteria	Sample Required Data	Relevant SCAG Resources
<b>1. EIFD/CRIA Successor Agency Prerequisites</b>	<ul style="list-style-type: none"> <li>Receipt of Finding of Completion from DOF</li> </ul>	NA/DOF Web site: <a href="http://www.dof.ca.gov/Programs/Redevelopment/Finding_of_Completion/Finding-of-Completions_Letters/">http://www.dof.ca.gov/Programs/Redevelopment/Finding_of_Completion/Finding-of-Completions_Letters/</a>
<b>2. Economic Development Potential</b>	<ul style="list-style-type: none"> <li>Planned projects</li> <li>Existing parcel values</li> </ul>	<ul style="list-style-type: none"> <li>GIS land use data</li> <li>Parcel data by County</li> </ul>
<b>3. Current Zoning and Density in Project Area</b>	<ul style="list-style-type: none"> <li>Existing zoning / specific plan boundaries</li> </ul>	<ul style="list-style-type: none"> <li>GIS data, incl. general / specific plans, existing land use</li> </ul>
<b>4. Project Location and Infrastructure Needs</b>	<ul style="list-style-type: none"> <li>Location in High-Quality Transit / Transit Priority Area</li> </ul>	<ul style="list-style-type: none"> <li>GIS data, HQTA / TPP / TPAmaps</li> </ul>
<b>5. Potential Infrastructure Financing Solutions</b>	<ul style="list-style-type: none"> <li>Property tax capture rate</li> <li>Eligibility for grant funding</li> </ul>	<ul style="list-style-type: none"> <li>Property tax data (in process)</li> <li>GIS data, TPA, Disadv. Comm. maps</li> </ul>
<b>6. CRIA Eligibility</b>	<ul style="list-style-type: none"> <li>Income / crime / unemp.</li> <li>Disadv. Comm. designation</li> </ul>	<ul style="list-style-type: none"> <li>Socioeconomic data (NHI, Unemployment rate, crime rate)</li> <li>GIS data, incl. Disadv. Comm. Maps</li> </ul>
<b>7. Technical Screening</b>	<ul style="list-style-type: none"> <li>Former RDA project areas</li> <li>Existing ROPS obligations</li> </ul>	<ul style="list-style-type: none"> <li>N/A (City finance departments)</li> </ul>

## Property Tax Increment Capture

### SCAG Cities' Share of Property Tax Increment by County

Amount of Increment Captured (per \$1)	LA	Orange	San Bernardino	Riverside	Ventura	Imperial
25 Cents+	1	1	3	2	0	6
20 to 25 Cents	7	0	4	3	1	0
15 to 20 Cents	10	11	9	7	3	1
10 to 15 Cents	23	14	5	8	3	0
5 to 10 Cents	47	4	1	8	3	0
< 5 Cents	0	4	2	0	0	0
<b>Total</b>	<b>88</b>	<b>34</b>	<b>24</b>	<b>28</b>	<b>10</b>	<b>7</b>

- **69 cities capture 15 cents or higher:** Generally able to form district on their own
- **122 cities capture less than 15 cents:** May have to find partners or supplemental funds

Source: HdL Companies.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

# SCAG Member Cities that Generally Capture More than 15 Cents of Property Tax Increment

## SCAG Cities with >15 Cents of Property Tax Capture

Alhambra	El Centro	Los Angeles	Redondo Beach
Avalon	Fillmore	Mission Viejo	San Bernardino
Banning	Fontana	Monrovia	San Clemente
Beaumont	Fullerton	Monterey Park	San Marino
Beverly Hills	Grand Terrace	Moreno Valley	Santa Ana
Big Bear Lake	Hemet	Needles	Santa Paula
Blythe	Hermosa Beach	Newport Beach	Seal Beach
Brawley	Hesperia	Norco	Sierra Madre
Burbank	Highland	Ontario	South Pasadena
Calexico	Holtville	Oxnard	Twentynine Palms
Calipatria	Huntington Beach	Palm Springs	Upland
Cathedral City	Imperial	Pasadena	Ventura
Colton	La Habra	Placentia	Victorville
Corona	La Verne	Pomona	West Hollywood
Costa Mesa	Laguna Beach	Rancho Cucamonga	Westmoreland
Covina	Lake Elsinore	Rancho Mirage	Yorba Linda
Desert Hot Springs	Long Beach	Redlands	Yucaipa
			Yucca Valley

# 3. Pilot Project Selection & Purposes

- “Pilot Projects” are designed to illustrate key assumptions, methodology, and other considerations for EIFD/CRIA feasibility analysis and implementation

**Three (3) potential Pilot Projects were selected utilizing the District Screening Tool for further evaluation:**

- METRO L.A. Crenshaw Station** – Along Metro Expo Line Corridor (Union Station to Santa Monica; connectivity improvements, bike lanes, sidewalk & crosswalk widening
- Santa Ana Regional Transportation Center (SARTC) station expansion and the Santa Ana/Garden Grove Streetcar Project (OC Streetcar)** – New transit station/bus services, bicycle/pedestrian connectivity improvements, new streetcar service
- San Bernardino-Redlands Light Rail Project** – Use of existing right-of-way for rail service (downtown San Bernardino to University of Redlands); connectivity improvements, utility upgrades, surface parking, limited flood control improvements

***Evaluation in progress, pending outreach to affected jurisdictions***



# Project Screening Matrix

## Sample Considerations

6.a

Attachment: Kosmont SCAG EIFD-CRIA Summary Presentation 10-13-16 SANBAG WenF

Screening Criteria	Sample Considerations	METRO Crenshaw Station	SARTC & OC Streetcar	S.B.- Redlands Light Rail
<b>1. Successor Agency Prerequisites</b>	<ul style="list-style-type: none"> <li>Finding of Completion from D.O.F.?</li> </ul>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>2. Economic Development Potential</b>	<ul style="list-style-type: none"> <li>Catalytic infrastructure?</li> <li>Significant new development anticipated in immediate vicinity in near future?</li> </ul>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3. Current Zoning and Density in Project Area</b>	<ul style="list-style-type: none"> <li>Higher density / mixed-use zoning?</li> <li>Specific plan overlays?</li> </ul>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>4. Project Location and Infrastructure Needs</b>	<ul style="list-style-type: none"> <li>RTP project?</li> <li>Significant regional benefit?</li> </ul>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5. Potential Infrastructure Financing Solutions</b>	<ul style="list-style-type: none"> <li>Property tax capture rate</li> </ul>	<b>HIGH</b>	<b>HIGH</b>	<b>HIGH</b>
<b>6. CRIA Eligibility</b>	<ul style="list-style-type: none"> <li>Qualification by income / crime / unemployment / Disadvantaged Community?</li> </ul>	<input checked="" type="checkbox"/> (in some areas)	<input checked="" type="checkbox"/> (in some areas)	<input checked="" type="checkbox"/> (in some areas)
<b>7. Technical Screening</b>	<ul style="list-style-type: none"> <li>Ongoing RDA dissolution activities?</li> </ul>	<input checked="" type="checkbox"/> (in some areas)	<input checked="" type="checkbox"/> (in some areas)	<input checked="" type="checkbox"/> (in some areas)

# 4. Next Steps for Implementation

- Complete Pilot Project analyses and marketing materials;
  - Refine infrastructure and other public improvement costs, phasing, etc.
  - Refine proposed/planned development and tax increment projections
  - Outreach to Pilot Project jurisdictions and partners
- Conduct regional workshops to introduce requirements of EIFDs/CRIAs
- Develop and promote SCAG technical assistance, including existing database & District Screening Process to facilitate EIFD/CRIA formation
  - ✓ SB 743 web application: to allow project proponent to identify whether the projects are fall into TPAs, Specific plan areas, and Disadvantaged Communities Areas (DAC)

<http://scag.maps.arcgis.com/apps/webappviewer/index.html?id=bba117488ab04262bc19ffd16ec91b28>

- ✓ AB 2 web application: to help whether qualified census tracts are within AB2 requirements on median household income, unemployment rates, and or crime rates.

[http://maps.scag.ca.gov/AB2\\_CRIA\\_Criteria/](http://maps.scag.ca.gov/AB2_CRIA_Criteria/)

# Thank You / Questions?



# SCAG<sup>TM</sup>

INNOVATING FOR A BETTER TOMORROW

***Frank Wen, SCAG***

***213-236-1854, [wen@scag.ca.gov](mailto:wen@scag.ca.gov)***

## *Minute Action*

AGENDA ITEM: 7

**Date:** *November 2, 2016*

**Subject:**

Transit Fiscal Year 2016/2017 Department Budget Amendment

**Recommendation:**

A. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to increase Task No. 0312 General Transit by \$80,202 in State Transit Assistance Funds. This totals a net increase to the task in the amount of \$80,202.

B. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to increase Task No. 0313 Transit Right-of-Way Management by \$198,063 in Local Transportation Funds – Rail, \$23,307 in State Transit Assistance Funds – Rail, \$87,500 in Rail Assets Funds, and \$10,000 in Reimbursement Funds from City of Rancho Cucamonga as identified in Cooperative Agreement No. 16-1001524. This totals a net increase to the task in the amount of \$318,870.

C. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to increase Task No. 0314 Transit Operations by \$896,679 in Local Transportation Funds - Rail. This totals a net increase to the task in the amount of \$896,679.

D. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 budget to decrease Task No. 0315 Transit Capital by \$5,726,414 in Federal Transit Administration 5307 – Congestion Mitigation and Air Quality Funds and increase \$54,274 in Local Transportation Funds – Article 3 Bicycle/Pedestrian Funds, \$2,766,023 in Local Transportation Funds – Rail, \$1,285,247 in State Transit Assistance Funds, \$1,394,942 in Federal Transit Administration 5307, \$1,648,086 in Public Transportation Modernization, Improvement and Service Enhancement Account Funds, \$300,000 in Measure I Valley Metrolink/Passenger Rail Program Funds, \$262,299 Measure I Valley Express Bus/Bus Rapid Transit Program Funds, \$10,000 in Reimbursement Funds with Inland Empire 66ers Cooperative Agreement, \$208,000 in Reimbursement Funds with Mountain Transit, and \$16,426 in Reimbursement Funds with the City of Fontana Cooperative Agreement 15-1001097. This totals a net increase to Task No. 0315 in the amount of \$2,218,883.

**Background:**

The Fiscal Year 2016/2017 budget was approved by the SANBAG Board on June 1, 2016. The budgeting process for the Fiscal Year 2016/2017 budget began in January 2016 with final expense figures due no later than April 2016. With this early preparation, staff must project anticipated expenses through the end of the existing fiscal year. This has a direct impact on the budget needed for projects in Fiscal Year 2016/2017 as staff is working with vendors to determine which fiscal year invoices will be captured in. Now that all expenses for Fiscal Year 2015/2016 have been incurred, the Transit Department has reviewed all projects and their respective budgets for Fiscal Year 2016/2017. Based on this review project managers have determined that some budget amendments are needed.

*Entity: CTA, CTC*

The majority of the requested budget increases are due to costs which were expected to be recognized in Fiscal Year 2015/2016 but are now being incurred in Fiscal Year 2016/2017. One exception is Sub-Task 0333 Mountain Transit Facility Upgrade. This project is new and was not anticipated during the Fiscal Year 2016/2017 budget process. Additionally, there were costs increases for Sub-Task 0330 associated with unanticipated track rehabilitation work that is more efficient to complete as part of Sierra Avenue and Juniper Avenue Metrolink Grade Crossing Pedestrian Improvements. There are also additional costs for Sub-Task 0360, Right-of-Way Property Management, associated with station survey and title work which will be partially funded through our agreement with the City of Rancho Cucamonga and Creative Housing Associates for the Milliken Station Transit Oriented Development. The financial details for the budget increases are provided below.

- Task 0312 General Transit
  - Sub-Task 0353 Program Management \$14,856
  - Sub-Task 0354 Short Range Transit Plan \$65,346
- Task 0313 Transit Right of Way Management,
  - Sub-Task 0360 Right-of-Way Property Management \$268,870
  - Sub-Task 0362 Plan Reviews \$50,000
- Task 0314 Transit Operations
  - Sub-Task 0377 Metrolink Operating & Maintenance Subsidy \$896,679
- Task 0315 Transit Capital
  - Sub-Task 0311 sbX \$262,299
  - Sub-Task 0323 Downtown San Bernardino Passenger Rail Project. This is a net zero increase, however, SANBAG Policy does not allow for administrative budget adjustments over \$1 million dollars. This project is swapping fund sources in excess of \$1 million thus Board approval is required.
  - Sub-Task 0327 Shortway Quiet Zone \$92,637
  - Sub-Task 0330 Sierra Avenue Metrolink Grade Crossing Pedestrian Improvements \$304,350
  - Sub-Task 0330 Juniper Avenue Metrolink Grade Crossing Pedestrian Improvements \$266,350
  - Sub-Task 0333 Mountain Transit Facility Upgrade \$208,000
  - Sub-Task 0379 Metrolink Capital Subsidy \$1,085,247

***Financial Impact:***

This item is not consistent with the Fiscal Year 2016/2017 adopted budget. Recommendations A-D identify the necessary budget amendments by task, fund, and amount.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel has reviewed this item.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 8

**Date:** *November 2, 2016*

**Subject:**

Transfer of Rail Property Title to San Bernardino County Transportation Authority

**Recommendation:**

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

A. Authorize the Executive Director or his designee to execute such documents as are useful or necessary to transfer rail property title to the San Bernardino County Transportation Authority.

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

B. Authorize the Executive Director or his designee to execute such documents as are useful or necessary to consent to the transfer of rail property title from the San Bernardino County Transportation Commission to the San Bernardino County Transportation Authority.

**Background:**

On July 2, 2014, the Board, acting in its capacity as the San Bernardino County Transportation Commission, adopted Policy No. 31602 authorizing the Executive Director to execute all documents necessary to transfer any rail property held in the name of any San Bernardino Associated Governments (SANBAG) entity to the San Bernardino County Transportation Commission (SBCTC). In May of this year, quitclaim deeds were executed and recorded transferring those rail properties held in the name of San Bernardino Associated Governments, San Bernardino County Transportation Authority, or any variation thereof, to SBCTC.

With the adoption of Senate Bill 1305, all existing transportation-related SANBAG entities will be consolidated into the San Bernardino County Transportation Authority (SBCTA) effective January 1, 2017. In order to provide clarity in the official real property records of San Bernardino County regarding legal title and ownership of the rail properties, staff requests authorization for the Executive Director, on behalf of SBCTC and SBCTA to execute and record quitclaim deeds, consents to the quitclaim deeds, and such other documents as convenient or necessary to transfer title to these rail properties from the San Bernardino County Transportation Commission to the San Bernardino County Transportation Authority.

**Financial Impact:**

This item has no financial impact on the adopted SANBAG Fiscal Year 2016/2017 budget.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel has reviewed this item.

**Responsible Staff:**

Carrie Schindler, Director of Transit and Rail

*Entity: CTA, CTC*

Board of Directors Agenda Item  
November 2, 2016  
Page 2

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Approved  
Board of Directors  
Date: November 2, 2016  
Witnessed By:

## *Minute Action*

AGENDA ITEM: 9

**Date:** *November 2, 2016*

**Subject:**

Redlands Passenger Rail Project Right-of-Way Acquisitions

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Authorize staff to proceed with voluntary acquisition of property necessary for the Redlands Passenger Rail Project in accordance with SANBAG's Policies, including relocation assistance, demolition of existing structures, property management, disposal of excess property, environmental testing and remediation, and expending a not-to-exceed total amount of \$5,837,753.00 for right-of-way acquisition capital expenses; and

B. Authorize the Director of Transit and Rail Programs to add or delete such parcels on Attachment "A" as the Director determines from time to time are necessary for the Redlands Passenger Rail Project.

C. Allocate \$5,837,753.00 of Measure I Valley Metrolink/Passenger Rail Program funds to fund right-of-way acquisition activities for the Redlands Passenger Rail Project.

**Background:**

The purpose of this agenda item is to authorize the acquisition of property or property rights for the Redlands Passenger Rail Project (RPRP) and to establish a process for updating the acquisition parcel list. As final design of the RPRP advances the need to acquire parcels outside of the SANBAG owned right-of-way is imminent. Aside from one full property acquisition located east of E Street in San Bernardino, it is anticipated that the needed right-of-way will be partial acquisitions located primarily at the grade crossings and associated with the placement of safety infrastructure. The preliminary list of parcels anticipated to be affected is identified in Attachment "A" and is consistent with the property information provided in the Final Environmental Impact Statement and Record of Decision/Environmental Impact Report presented to and certified by the Board in March 2015.

The necessary property rights include full property acquisition, partial property acquisition, permanent easements, and temporary construction easements. In addition, the following items are included in the right-of-way capital expenditure budget: relocation assistance, demolition, property management, disposition of excess property and environmental testing and remediation. Staff is seeking authority to proceed with the acquisition of the required property or property rights. Right-of-way capital expenditures, excluding legal costs, are estimated at \$5,837,753.00 and are supported by Measure I Valley Metrolink/Passenger Rail Program funds.

From time to time, as the design progresses property right requirements change. Given this preliminary list of parcels support a 30% design plan, staff is requesting authority to make modifications to the list of parcels as the design is refined. For the purposes of streamlining the

*Entity: CTC*



Board of Directors Agenda Item

November 2, 2016

Page 2

process, staff recommends that the Board authorize the Director of Transit and Rail Programs to modify the parcel list as needed. Should any parcels be added to the list, the revised list will be published in the subsequent Transit Committee Agenda and Board Agenda as an informational item.

***Financial Impact:***

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (7-0-2; Abstained: Wapner, Ramos) by the Transit Committee on October 13, 2016.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

ATTACHMENT A

Redlands Passenger Rail Project – Potential Property Impact List – 09/26/16

ROW NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
RPRP-001	0136-121-33 0136-121-39	MIRANDA FAMILY HOLDINGS, LLC	JORGE MIRANDA	COMMERCIAL
RPRP-002	0136-122-89 0136-122-90	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT	MARK A. HARTWIG FIRE CHIEF	COMMERCIAL
RPRP-003	0136-121-41	W & W REALTY LLC	-----	COMMERCIAL
RPRP-004	0136-111-02	JERALD CASILLAS AND MARY L. CASILLAS	JERALD CASILLAS MARY L. CASILLAS	COMMERCIAL
RPRP-005	0136-122-82	WESTBROOK FAMILY TRUST THE BOTTS FAMILY TRUST	HAROLD TRUITT WESTBROOK II PENNY K. WESTBROOK ROBERT E. BOTTS BEVERLY ANN BOTTS	COMMERCIAL
RPRP-006	-----	PUBLIC RIGHT OF WAY	-----	-----
RPRP-007	0136-033-26	SMITH ETAL.	DON R. SMITH BARBARA R. SMITH H. MARK BEGUELIN JR. ELLEN C. JOHNSTON EDWARD T. FLETCHER JR. MARY FLETCHER G. LOUIS FLETCHER JANET G. FLETCHER MARILYN LEIBERG KNUDSEN	INDUSTRIAL
RPRP-008	0136-033-14	JOHN H. GARDNER AND LARISA GARDNER	JOHN H. GARDNER LARISA GARDNER	COMMERCIAL
RPRP-009	0136-122-81	BANK OF SAN BERNARDINO	-----	COMMERCIAL
RPRP-010	0136-122-87	ENRIQUE RODRIGUEZ AND M. ROSA RODRIGUEZ	ENRIQUE RODRIGUEZ M. ROSA RODRIGUEZ	COMMERCIAL
RPRP-011	0136-042-08 0136-042-09 0136-042-10	VIDMAR ETAL.	BARBARA L. VIDMAR JOHN C. VIDMAR MARCIA VIDMAR JOHN R. VIDMAR DORIS N. VIDMAR	COMMERCIAL

Attachment: 2016-09-26 Updated SANBAG - ROW Property List (3198 : Redlands Passenger Rail Project

ATTACHMENT A

ROW NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
RPRP-012	0136-041-10 0136-051-54	FAIRWAY INDUSTRIAL PARTNERS, LLC SLH INDUSTRIAL, LLC	MELANIE J. BROWN (FAIRWAY) BRADLEY D. HOWARD (SLH)	COMMERCIAL
RPRP-013	0136-051-14 0136-033-27 0136-122-78	CITY OF SAN BERNARDINO	-----	PUBLIC FACILITIES INDUSTRIAL PUBLIC FACILITIES
RPRP-014	0136-221-28	GARY G. WALBOURNE AND ISABELLA E. WALBOURNE	GARY G. WALBOURNE ISABELLA E. WALBOURNE	INDUSTRIAL
RPRP-015	0136-032-22 0136-033-23	TWENTY-SEVEN SAC SELF-STORAGE LIMITED PARTNERSHIP	-----	INDUSTRIAL
RPRP-016	0136-251-37	ERIC GRISHAM FAMILY TRUST	ERIC E. GRISHAM	COMMERCIAL
RPRP-020	0136-321-51	BURR GROUP LP	COLE BURR	COMMERCIAL
RPRP-021	0136-321-55	BURCHCO, LLC	JOHN D. MCALEARNEY	COMMERCIAL
RPRP-022	0136-321-04	SALVADOR ANAYA	SALVADOR ANAYA	INDUSTRIAL
RPRP-023	0136-401-65	E & W PROPERTIES, LLC	EDWARD BOYD	INDUSTRIAL
RPRP-024	0136-462-05	2743 LLC	JOHN C. OLIVER JR.	INDUSTRIAL
RPRP-025	0136-451-02	JOSE AND CLAUDIA GUERRERO LIVING TRUST	JOSE GUERRERO CLAUDIA GUERRERO	INDUSTRIAL
RPRP-026	0136-452-26	THE IRINEA BROCE SEPARATE PROPERTY TRUST	IRINEA BROCE	INDUSTRIAL
RPRP-029	0136-321-31 0136-321-38 0141-262-05 0141-281-05 0170-181-41 0281-021-17 0281-021-21 0281-021-26 0281-221-13	SAN BERNARDINO FLOOD CONTROL DISTRICT	KEVIN BLAKESLEE DEPUTY DIRECTOR	PUBLIC FACILITIES

ATTACHMENT A

ROW NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
	0292-031-21 0292-032-21 0292-032-23 0292-034-11 0292-034-15			
RPRP-030	0136-321-14	DIANNE L. LINCOLN AND RANDALL S. LINCOLN	DIANNE L. LINCOLN RANDALL S. LINCOLN	INDUSTRIAL
RPRP-032	0136-401-68	TUSTIN CONSTRUCTION CO., INC.	JOSEPH A. WALKER	INDUSTRIAL
RPRP-034	0136-431-14	RBI LANDSCAPE, INC.	ROBERT B. INGE	INDUSTRIAL
RPRP-035	0136-431-34	GREGORY M. ARIAS	GREGORY M. ARIAS	INDUSTRIAL
RPRP-039	0281-411-01	CALIFORNIA HOUSING FOUNDATION	STEVE VON RAJCS	COMMERCIAL
RPRP-041	0136-431-01	MARTIN ETAL.	WILLIE MARTIN, JR. MICHAEL MARTIN AALIYAH ABDULLAH GLENDA BURNETT CHARLEENA FAIRLEY	INDUSTRIAL
RPRP-043	0281-021-30	SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO	OVERSIGHT BOARD: JIM MORRIS CAREY K. JENKINS MARY O'TOOLE DOUG HEADRICK MARGARET HILL JOHN LONGVILLE	INDUSTRIAL
RPRP-044	0281-041-29	FORD WHOLESALE CO., INC.	M L THOMAS	INDUSTRIAL
RPRP-045	0281-021-49 0281-301-19 0281-041-15	CITY OF RIVERSIDE	-----	INDUSTRIAL INDUSTRIAL INDUSTRIAL
RPRP-046	0281-041-36	REAGENT CHEMICAL & RESEARCH, INC.	C T CORPORATION SYSTEM VIVIAN IMPERIAL	ADMINISTRATIVE/ PROFESSIONAL
RPRP-047	0281-201-01	IAD HANHOUN AND SHEREEN HANHOUN	IAD HANHOUN SHEREEN HANHOUN	SINGLE FAMILY RESIDENTIAL

Attachment: 2016-09-26 Updated SANBAG - ROW Property List (3198 : Redlands Passenger Rail Project

ATTACHMENT A

ROW NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
RPRP-048	0281-102-11	COUNTY OF SAN BERNARDINO	----	INDUSTRIAL
RPRP-054	-----	CALTRANS	----	-----
RPRP-056	0292-035-01	DRC LAND CBC, LP	----	COMMERCIAL
RPRP-058	0169-281-19 0169-281-23 0169-362-08 0170-142-07 0170-181-44 0170-191-39 0292-034-02 0292-034-05 0292-034-08 0292-064-02	CITY OF REDLANDS	----	COMMERCIAL INDUSTRIAL INDUSTRIAL PUBLIC FACILITIES PUBLIC FACILITIES PUBLIC FACILITIES COMMERCIAL COMMERCIAL COMMERCIAL PUBLIC FACILITIES
RPRP-059	0292-034-17	MARTIROSIAN FAMILY TRUST ANDRE OHANIAN TRUST	MARTIN MARTIROSIAN ANGELA MARTIROSIAN ANDRE OHANIAN	COMMERCIAL
RPRP-060	0292-034-16	CHASE MANAGEMENT, INC.	H. TROY FARAHMAND	COMMERCIAL
RPRP-061	0292-064-22	STRICKLER COMMERCIAL, LLC	CORBIN STRICKLER	COMMERCIAL
RPRP-062	0169-271-44 0171-022-13	PROPERTY ONE, LLC	JOHN D. MCALEARNEY	INDUSTRIAL RESTRICTED
RPRP-063	0292-064-03 0292-064-04 0292-064-05	ROY L. TYRA LAWANNA JO TYRA TYRA FAMILY TRUST	ROY L. TYRA LAWANNA JO TYRA	COMMERCIAL
RPRP-064	0292-064-12	UNITED STATES POSTAL SERVICE	----	COMMERCIAL
RPRP-065	0167-401-11	MOUNTAIN VIEW INDUSTRIAL CENTER, LLC	NATIONAL CORPORATE RESEARCH, LTD. RICHARD AURTHUR	INDUSTRIAL
RPRP-066	0292-063-01	D.T.M. LAND COMPANY, LLC	DAVID A. MARVIN	COMMERCIAL
RPRP-067	0169-371-02	G & M GAPCO, LLC	HARRY O. SCHENIK	COMMERCIAL

Attachment: 2016-09-26 Updated SANBAG - ROW Property List (3198 : Redlands Passenger Rail Project

ATTACHMENT A

ROW NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
RPRP-070	0169-391-03	NASSER RADPARWAR AND CAROLINE RADPARVAR	NASSER RADPARWAR CAROLINE RADPARVAR	COMMERCIAL
RPRP-076	0169-281-34 0169-281-39	SHOWPROP REDLANDS, LLC	GEORGE KRIKORIAN	COMMERCIAL
RPRP-077	0169-281-45	SPIRIT MASTER FUNDING X, LLC	-----	COMMERCIAL
RPRP-080	0169-281-43	LONGO FAMILY TRUST	BETTY JEANNE LONGO	COMMERCIAL
RPRP-081	0169-212-20 0169-212-27	ORANGE STREET PLAZA, LLC	NASEEM MOALEJ	COMMERCIAL
RPRP-082	0169-311-16	CENTENNIAL PLAZA, LLC	DONALD LAM	COMMERCIAL
RPRP-083	0169-312-01	AMCOR PROPERTIES, LLC	LOUIS T. BURCH	INDUSTRIAL
RPRP-084	0169-236-07	JAMES F. VER STEEG SR.	JAMES F. VER STEEG SR.	INDUSTRIAL
RPRP-085	0169-234-01 0169-234-04	TODD ETAL.	S. TODD ALLEN JOY A. ALLEN ANTHONY CINQUE JODI L. CINQUE RONDAL G. ALLEN MARILYN ALLEN	INDUSTRIAL
RPRP-090	0169-321-01 0169-321-02	REDLANDS FOOTHILL GROVES	MANUEL MARTINEZ	COMMERCIAL INDUSTRIAL
RPRP-091	0170-191-40	CATALINA GARDENS-RIVERSIDE, LLC	DONALD R. MARABELLA	SINGLE FAMILY RESIDENTIAL
RPRP-092	0170-151-28	UNIVERSITY OF REDLANDS	-----	PUBLIC FACILITIES
RPRP-095	0170-181-46 0170-181-49	UNION PACIFIC RAILROAD COMPANY	-----	PUBLIC FACILITIES

\*As of 09/26/2016

## *Minute Action*

AGENDA ITEM: 10

**Date:** *November 2, 2016*

**Subject:**

Amendment 1 to Contract No. 16-1001363 with Kaplan Kirsch & Rockwell LLP

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve Amendment No. 1 to Contract No. 16-1001363 with Kaplan Kirsch & Rockwell LLP for legal services to support the Redlands Passenger Rail Project, increasing the contract amount by \$100,000, to be funded with Measure I 2010-2040 Valley Metrolink/Passenger Rail Program funds, for a new contract amount of \$200,000.

**Background:**

SANBAG originally procured the services of Kaplan Kirsch & Rockwell LLP (KK&R) in September of 2015 via an on-call contract to provide attorney services related to Federal and California state law and regulations affecting railroads and to provide legal advice and opinions and representation in litigation and administrative proceedings. Over the past year, SANBAG has tasked KK&R with reviewing and drafting agreements specifically for the Redlands Passenger Rail Project (RPRP). Most notably, KK&R has provided legal advice on meeting Federal Transit Administration (FTA) Buy America requirements for the purchase of rail vehicles to support RPRP and in drafting an agreement with Omnitrans for the operation and maintenance of the passenger rail vehicles for the future RPRP service.

Once the Omnitrans operating and maintenance agreement is complete, SANBAG anticipates using KK&R's expertise to draft an agreement with the Southern California Regional Rail Authority (SCRRA) to define the roles and responsibilities for the dispatching of trains on the RPRP system and provide maintenance-of-way services along the RPRP corridor. Since RPRP will be a separate system from the SCRRA Metrolink system, the existing Joint Powers Agreement does not apply and a new operating and maintenance agreement is required.

KK&R is approaching their existing maximum contract value of \$100,000, specified as part of the on-call legal contract services. In order to complete the operations and maintenance agreement with SCRRA, additional contract funding authorization is needed, thus SANBAG General Counsel and staff are requesting KK&R's contract be amended to increase the contract amount by \$100,000, for a total contract value of \$200,000.

**Financial Impact:**

This item is consistent with the SANBAG Fiscal Year 2016/2017 Budget.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel and Procurement Manager have reviewed and approved this item and the amendment.

*Entity: CTC*

Board of Directors Agenda Item  
November 2, 2016  
Page 2

**Responsible Staff:**  
Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: November 2, 2016  
Witnessed By:



**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001363 Amendment No.: 01 Vendor No.: 01190  
 Vendor/Customer Name: Kaplan Kirsch & Rockwell LLP Sole Source?  Yes  No  
 Description: RPRP - Legal Services  
 Start Date: 09/11/2015 Expiration Date: 06/30/2019 Revised Expiration Date: N/A  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 100,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 100,000.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 200,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 200,000.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 11/02/2016  
 Board of Directors Action: Approve Amendment 1 to 16-1001363 with KK&R for RPRP Legal Services

**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: Justin Fornelli

Attachment: Contract Summary Sheet (3197 : Amendment 1 to KK&R Legal Contract)

**AMENDMENT NO. 1 TO CONTRACT NO. 16-1001363**

**FOR**

**RAILROAD RIGHT OF WAY LEGAL SERVICES**

**(KAPLAN KIRSCH & ROCKWELL LLP)**

This Amendment No. 1 to Contract No. 16-1001363 is made by and between the San Bernardino County Transportation Commission (“SANBAG”) and the firm of Kaplan Kirsch & Rockwell LLP (“ATTORNEY”):

**RECITALS**

- A. SANBAG, under Contract No. 16-1001363, engaged ATTORNEY to provide legal services relating to Federal and state law and regulations affecting railroads, including providing legal advice and opinions, and representation in litigation and administrative proceedings (“Contract”); and
- B. SANBAG and ATTORNEY desire to amend the Contract to increase its contract value by \$100,000.

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

1. Section 3.2 of ARTICLE 3. COMPENSATION is deleted and replaced in its entirety to read as follows:
  - “3.2 The total Not-To-Exceed Amount is Two Hundred Thousand Dollars (\$200,000) for Services to be provided under this Contract. SANBAG shall compensate ATTORNEY for Services performed pursuant to the rates set forth in Attachment “B” - Attorneys’ Fees and Charges, which is attached to and incorporated into and made part of this Contract. The hourly rates identified in Attachment “B” shall remain fixed for the term of this Contract and include ATTORNEY’s direct labor costs, indirect costs, and profit. All costs and expenses shall be reimbursed for the amounts identified in Attachment “B”. SANBAG will not reimburse for any expenses not shown in Attachment “B”.”
2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 1 is effective upon execution by SANBAG.

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

**KAPLAN KIRSCH & ROCKWELL LLP**

**SANBAG**

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

By: \_\_\_\_\_  
Raymond W. Wolfe, Ph.D.  
Executive Director

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

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

**APPROVED AS TO FORM:**

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

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

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

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

Attachment: 16-1001363.01\_Kaplan Kirsch Amendment 1\_Rail ROW Legal Services (3197 : Amendment 1 to KK&R Legal Contract)

## *Minute Action*

### AGENDA ITEM: 11

**Date:** *November 2, 2016*

**Subject:**

Redlands Passenger Rail Project Station Determination in San Bernardino

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Provide direction to SANBAG staff to proceed with the implementation of the Tippecanoe Avenue Station in lieu of the Waterman Avenue Station, both within the City of San Bernardino, as part of the Redlands Passenger Rail Project, contingent upon the Federal Transit Administration confirmation that no grant funds will be forfeited with this change.

B. Contingent upon approval of Recommendation A, authorize the Executive Director or his designee to execute a change order to Contract No. 15-1001093 with HDR Engineering, Inc. to modify the scope of work to replace the implementation of the Waterman Avenue Station with the Tippecanoe Avenue Station and use existing Contract No. 15-1001093 contingency to fund any additional cost associated with this change.

**Background:**

SANBAG staff is requesting guidance from the SANBAG Board of Directors regarding the preferred location of one of two Redlands Passenger Rail Project (RPRP) stations within the City of San Bernardino. RPRP was cleared environmentally by the Federal Transit Administration (FTA) and SANBAG in March 2015. The RPRP environmental document cleared six stations located at: the San Bernardino Transit Center (SBTC), Waterman Avenue, and Tippecanoe Avenue in the City of San Bernardino; and New York Street, Orange Street, and University Street located in the City of Redlands. The project budget only accounts for five stations to be implemented. Throughout the development of RPRP, SANBAG staff has identified building either the Waterman Station or the Tippecanoe Station, but not both as the stations are approximately one mile apart and would serve generally the same areas in the City of San Bernardino.

SANBAG staff had originally identified the Waterman Avenue location as a preferred station location and included the design of this station in the scope of work for Contract No. 15-1001093 with HDR Engineering, Inc. for the final mainline design of RPRP. The Waterman Station location was chosen primarily due to the close proximity of the Inland Regional Center (IRC). The IRC is a nonprofit, private community-based agency that serves individuals with developmental disabilities in San Bernardino and Riverside Counties. Based on the fact that a large number of the developmentally disabled are transit dependent, staff made the assumption in originally identifying the Waterman Station that a large number of the IRC's constituents could use RPRP to access the IRC. In addition, at the time of staff's decision, there was ample land identified for future Transit Oriented Development (TOD) in the area that offered opportunity for ridership growth in the future.

**Entity:** *CTC*

SANBAG initiated an updated and revised ridership forecast of the RPRP system for the opening year of service in 2020 and a horizon year of 2040, which was recently completed. The revised forecast differed from a previous ridership forecast completed in 2013 by taking into account transit connections to fixed-route bus services, bus rapid transit, and Metrolink commuter rail service. Another aspect of the revised forecast was a comparison of potential boardings between the Waterman and Tippecanoe Station locations. The analysis examined the current and projected population and employment in the primary market areas of both stations. As shown in Table 1 below, the analysis indicated that the Tippecanoe Station would draw approximately 150 more daily boardings than the Waterman Station in the opening year and 200 more daily boardings in 2040.

**Table 1: Ridership Comparison (Waterman versus Tippecanoe Stations)**

	<b>2020 Daily Boardings</b>	<b>2040 Daily Boardings</b>
<b>Waterman Station</b>	220	275
<b>Tippecanoe Station</b>	375	480
<b>Difference</b>	155	205

Source: SANBAG Redlands Passenger Rail Ridership Forecasts Update, June 2016

Similar to the 2013 ridership forecast, the revised forecast also accounted for ridership impacts associated with future TOD around the proposed RPRP station locations. Assuming TODs around the station areas resulted in a 25 percent increase in the ridership demand on the Redlands Corridor in 2040.

In August 2016, the City of San Bernardino notified SANBAG that a private developer had completed the entitlement process to construct a 25 acre warehouse facility adjacent to the Waterman Station, severely limiting the TOD potential around the Waterman Station area due to the large size of the facility and the limited number of transit users generated by the new warehouse facility.

Furthermore, SANBAG staff was informed that the IRC made significant changes to their operations following the December 2<sup>nd</sup> tragedy at their facility. Following the incident, the IRC facility is no longer used for travel training or any unscheduled business. The clientele are required to make scheduled appointments for in office visits and IRC case workers are now typically making arrangements outside of the facility to make it easier on the clients they serve. This significantly reduces the number of visitors to the IRC facility. Coupling the research for the new ridership study with the operational changes at IRC and eminent land use decisions that do not favor transit use, a change in locations to the Tippecanoe Station is warranted.

SANBAG's design consultant has started preliminary design efforts on the Waterman Station; however SANBAG has directed the consultant to stop work on this station until a decision has been made on which station to implement. If the Tippecanoe Station is approved, the design work associated specifically with the Waterman Station location will no longer be used. However, there are some design elements of the Waterman Station such as general platform layout and amenities that are transferable. The remaining design budget allocated for the Waterman Station would be transferred to complete the Tippecanoe Station. Additional design budget will need to be allocated from the current contract contingency to complete the

## Board of Directors Agenda Item

November 2, 2016

Page 3

Tippecanoe Station design. These costs have not been estimated at this time, however they are considered to be minor. The one-time cost of this modification will have long-term benefits to future riders of the system. No significant additional construction costs are anticipated with the change to the station location. No impacts to the schedule are anticipated with the change to the station location. Design of the other major project elements are continuing to progress independent of the station design.

SANBAG was recently awarded two grants for the implementation of RPRP; State 2016 Transit & Intercity Rail Capital Program (TIRCP) and the Federal 2016 Transportation Investment Generating Economic Recovery (TIGER) Grant. Both grant applications identified the Waterman Station. SANBAG staff has already confirmed with the California State Department of Transportation that there are no issues with modifying the station location to Tippecanoe Avenue due to the potential for increased ridership and thus reduced green-house gas emissions, which is a major component of the TIRCP Grant. SANBAG staff is currently in discussions with the FTA to determine if TIGER funding would be in jeopardy if the station location is changed. If the FTA determines that TIGER funds would be forfeited, no change to the station location will be implemented and staff will move forward with the Waterman Station location.

**Financial Impact:**

Any financial impacts associated with this item will be covered using contingency from Contract No. 15-1001093, which is consistent with the SANBAG Fiscal Year 2016/2017 Budget.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016.

**Responsible Staff:**

Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

## *Minute Action*

### AGENDA ITEM: 12

**Date:** *November 2, 2016*

**Subject:**

Cooperative Agreement with the Southern California Regional Rail Authority for Design Services of the Redlands Passenger Rail Project

**Recommendation:**

That the Board, acting in its capacity as the San Bernadino County Transportation Authority:

A. Approve and authorize the Executive Director or his designee to execute Cooperative Agreement No. 17-1001587 with the Southern California Regional Rail Authority, to provide design services and coordination for the implementation of the Redlands Passenger Rail Project in an amount of \$1,069,500.00 to be funded with Measure I Valley Metrolink/Passenger Rail Program funds.

B. Authorize the Executive Director or his designee to release contingency in an amount not-to-exceed \$106,950.00 to be funded with Measure I Valley Metrolink/Passenger Rail Program funds.

**Background:**

In order to progress with the design and implementation of the Redlands Passenger Rail Project (RPRP), coordination and design services provided by the Southern California Regional Rail Authority (SCRRA) are needed. The SANBAG Board of Directors previously provided direction for SCRRA to provide maintenance-of-way and dispatching services for the new passenger rail service. In addition, it is anticipated that SCRRA will provide up to two roundtrip Metrolink trains each weekday serving the Downtown Redlands Station as identified in the Final Environmental Impact Statement and Record of Decision/Environmental Impact Report presented to and certified by the Board in March 2015. Further, SANBAG staff has identified a potential cost and time savings by using SCRRA's existing Positive Train Control (PTC) system on the new passenger rail service. Implementation of PTC on passenger rail systems is a requirement of the Federal Railroad Administration.

Based on all of these factors, SANBAG has requested SCRRA provide railroad related design, construction, operation, and management services and expertise to support SANBAG's efforts in implementing RPRP. Cooperative Agreement No. 17-1001587 between SANBAG and SCRRA specifies the roles and responsibilities and allocates funding to SCRRA for their staff and consultants to provide design, coordination, and support services to implement the RPRP while design work is underway. SANBAG anticipates amending Cooperative Agreement No. 17-1001587 in the future to support construction of the RPRP and entering into separate agreements for ongoing operations of the new passenger rail service.

The estimated cost, including contingency, for SCRRA services during the design phase is \$1,176,450 to be funded with Measure I Valley Metrolink/Passenger Rail Program funds.

*Entity: CTA*

Board of Directors Agenda Item  
November 2, 2016  
Page 2

***Financial Impact:***

This item is consistent with the SANBAG Fiscal Year 2016/2017 Adopted Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016. SANBAG General Counsel and Procurement Manager have reviewed and approved the Cooperative Agreement 17-1001587.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:



**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001587 Amendment No.: \_\_\_\_\_ Vendor No.: 02003  
 Vendor/Customer Name: Southern California Regional Rail Authority Sole Source?  Yes  No  
 Description: RPRP Design Services  
 Start Date: 11/02/2016 Expiration Date: 12/31/2019 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 1,069,500.00	Original Contingency	\$ 106,950.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 1,069,500.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 106,950.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 1,176,450.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 11/02/2016  
 Board of Directors Action: \_\_\_\_\_

**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 (3196 : Cooperative Agreement with the SCRRA for Design Services of the Redlands Passenger Rail

**COOPERATIVE AGREEMENT NO. 17-1001587**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
**FOR**  
**REDLANDS PASSENGER RAIL PROJECT RAILROAD DESIGN SERVICES**  
**REDLANDS SUBDIVISION MILE POST 0.9 TO MILEPOST 10.1**

This Cooperative Agreement (“AGREEMENT”) is effective this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, 1170 W. 3rd Street, San Bernardino, CA 92410, (hereinafter referred to as “SBCTA”), and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, One Gateway Plaza, 12th Floor, Los Angeles, California 90012 (hereinafter referred to as “SCRRA”). Herein SANBAG and SCRRA are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

**RECITALS**

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

WHEREAS, by operation of law, San Bernardino County Transportation Authority (SBCTA) is the successor to the interests of SANBAG under the METROLINK JPA pursuant to Senate Bill 1305 effective January 1, 2017; SANBAG is the owner of a portion of the property comprising the railroad right-of-way in San Bernardino County on which SCRRA operates Metrolink

commuter rail service, and is a Member Agency signatory to the Joint Exercise of Powers Agreement; and

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

WHEREAS, the tracks on which SCRRA and the BNSF operate are part of the General System of Railroad Transportation, and SCRRA is responsible for compliance with all federal and state regulations governing the General System of Railroad Transportation; and

WHEREAS, SANBAG desires to enhance rail service in San Bernardino County by advancing a special project, the Redlands Passenger Rail Project (“RPRP” or “PROJECT”), located between Mile Post (MP) 0.9 and 10.1 of the existing Redlands Subdivision, owned by SANBAG, and upon which SCRRA currently controls, administers, dispatches, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances between MP 0.9 and MP 4.40; and

WHEREAS, SANBAG is the owner of the PROJECT and is responsible for delivering a safe, functional and regulatory compliant infrastructure, including the design, construction, testing and systems integration of the RPRP with the existing SCRRA infrastructure; and

WHEREAS, SANBAG desires to utilize SCRRA’s experience in the development of the PS&E and bid support of the PROJECT until the award of the construction contracts, pursuant to this agreement; and

WHEREAS, consistent with Section 130255 of the Public Utilities Code and in order to manage the railroad operating environment in accordance with Federal Railroad Administration’s Safety and Operating Rules for both the RPRP and an anticipated Metrolink extension to the station located at Orange Street in the City of Redlands, SANBAG has requested SCRRA to provide railroad related design, construction, operation, and management services and expertise to support the RPRP undertaken by SANBAG for which funding is not included in the SCRRA Annual Operating Budget, which will be provided for in a subsequent agreement between the Parties; and

WHEREAS, the PROJECT preferred alternative has been approved per the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) and SANBAG is proceeding to complete RPRP design and preparing Plans, Specifications, and Estimates (PS&E) for construction bid documentation; and

WHEREAS, SANBAG and SCRRA desire to cooperate for the purpose of advancing PROJECT and define the scope of SCRRA's involvement in the coordination, review, and assistance in completing the design of the PROJECT and to acknowledge other necessary steps SANBAG and SCRRA must follow to implement the PROJECT; and

WHEREAS, SANBAG and SCRRA entered into Contract No. 15-1001125, a Cooperative Agreement defining the roles and responsibilities for each party when SCRRA provides support activities for SANBAG rail corridor improvements in San Bernardino County on a work order basis, but limits each work order to a cost of \$100,000, a limit that would be exceeded by the estimated cost of SCRRA support activities for PROJECT;

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

#### **ARTICLE 1. DEFINITIONS**

- A. "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA operated track(s), including the BNSF Railway Company (BNSF).
- B. "PROJECT" covers a distance of approximately 9 miles, providing passenger rail service using Diesel Multiple Unit (DMU) rail vehicles between the existing San Bernardino Transit Center (SBTC) at the intersection of Rialto and E Streets in the City of San Bernardino, extending east to the University of Redlands, in the City of Redlands, with four new stations along the route located at Waterman Avenue or Tippecanoe Avenue in the City of San Bernardino, New York Street, Orange Street and University Street in the City of Redlands, as depicted in Attachment A. Existing railroad roadbed, tracks and ties will be replaced, existing bridge structures reconstructed or rehabilitated, a new DMU train layover facility will be constructed at the Inland Empire Maintenance Facility site and auxiliary improvements made to at-grade roadway crossings, safety improvements, new parking facilities and improvements to pedestrian access. The DMUs will operate an all station stopping service between San Bernardino and Redlands. SCRRA will operate

up to two morning and two evening Metrolink commuter rail trains serving only the station located at Orange Street and the SBTC within the PROJECT. SCRRA will additionally dispatch all rail services, and maintain all track and signal systems, and associated infrastructure including Positive Train Control systems, throughout the limits of the PROJECT, which will be memorialized in a separate agreement. The BNSF will continue to operate freight services between MP 0.9 and MP 4.4 of the Redlands Subdivision. Construction is planned to commence in 2018, with operations in 2020.

- C. “SCRRA operated right-of-way” is that portion of the Redlands Subdivision SCRRA currently controls, administers, operates, and/or maintains the railroad track, structures, signals, communication systems, and appurtenances between MP 0.0 and MP 4.4, inclusive of the Inland Empire Maintenance Facility.
- D. “RAILROAD DESIGN SERVICES” are the RPRP support activities performed by SCRRA during the PROJECT design phase to assist SANBAG in completing PROJECT design and bid documents.

## **ARTICLE 2. SCOPE OF SERVICES**

- A. This AGREEMENT defines the scope of SCRRA’s involvement during the design phase of the PROJECT in the coordination, review and assistance in completing the design of the PROJECT.
- B. SANBAG will provide all PROJECT coordination with affected Operating Railroads, with the exception of coordination with the BNSF Railway for implementation of positive train control (PTC) systems which will be performed by SCRRA.

## **ARTICLE 3. DELEGATED AUTHORITY**

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

#### ARTICLE 4. OBLIGATIONS OF SANBAG

SANBAG agrees:

- A. To manage, administer, and schedule the development of the design for the PROJECT, excepting work performed by SCRRA in support of the PROJECT.
- B. To fund one hundred percent (100%) of all RAILROAD DESIGN SERVICES, including those identified in Attachment B. The costs associated with the line items in Attachment B are only estimates and may vary, not relieving SANBAG of the responsibility to fund one hundred percent (100%) of all RAILROAD DESIGN SERVICES costs incurred by SCRRA.
- C. Upon execution of this AGREEMENT, to provide a deposit to SCRRA in an amount of \$181,815.00, or seventeen percent (17%) of the amount of the total estimate of \$1,069,500.00 contained in Attachment B, SCRRA Scope of Design Services and Estimate.
- D. To reimburse SCRRA within 30 days following receipt of properly formatted quarterly SCRRA invoices for RAILROAD DESIGN SERVICES expenditures, in addition to the deposit, until the total AGREEMENT amount remaining to be paid is equivalent to the deposit, after which the deposit shall satisfy SANBAG reimbursement requirements.
- E. To fund any other SCRRA costs associated with obtaining right-of-way, encroachments, easements and other entitlements necessary prior to construction of the PROJECT.
- F. To prepare PS&E, bid documents and issue construction contracts for the PROJECT.
- G. To prepare and submit electronic files or, at the request of SCRRA, up to 5 (five) half-size paper copies of the various design milestone submittals for the PROJECT for SCRRA review at 60%, 90% and 100% completion stages and upon interim documentation as required.
- H. To incorporate into the PROJECT design, unless site specific considerations require a deviation, in which case SANBAG will provide a justification to SCRRA, the most current SCRRA design manuals, standards, guidelines and other documents in effect at each submittal phase, called for herein. If the Notice to Proceed (NTP) of a construction

contract exceeds 24 months from the time of final submittal, SANBAG will revise the design to incorporate SCRRRA standards in effect at that time, subject to site specific considerations.

- I. To identify and locate all SCRRRA signal and communication, and PTC facilities in the project area. Signals determined to be obscured and or signals and communication facilities determined to be in conflict with construction will be relocated, if necessary, as part of SANBAG prepared PROJECT design. SCRRRA facilities that cannot be relocated because of operational or other constraints may require SANBAG to alter their design or construction procedures.
- J. To include in the PS&E package for submittals as set forth herein all Third Party facilities in the PROJECT. In the event that any utility work needs to be undertaken for any existing public and/or private utility during the preliminary engineering phase of the PROJECT, SANBAG will make all necessary agreements with the owners for the protection, relocation or removal of said facilities. SANBAG will ensure that all work undertaken by utility companies within the SCRRRA operated right-of-way will be in compliance with SCRRRA right-of-entry procedures.
- K. To notify SCRRRA of any additional or new easement(s) SANBAG obtains to facilitate the work required to construct the PROJECT and for other features as may be required.
- L. To execute and comply with any necessary Right of Entry forms (Form 5, 6, 37) from SCRRRA prior to the performance of PROJECT work by SANBAG, its consultants and contractors that requires entry onto SCRRRA operated right-of-way between MP 0.9 and MP 4.4.
- M. To notify SCRRRA, and ensure compliance with any and all necessary approvals, real estate permits, licenses or easements and other authorizations obtained by SANBAG and required by applicable laws, regulations, rules, or ordinances, prior to commencement of any work within railroad right-of-way operated by SCRRRA.

## **ARTICLE 5. OBLIGATIONS OF SCRRRA**

SCRRRA agrees:

- A. To review the engineering documents (plans, specifications, estimates and supporting reports) for construction, operation and maintenance of the PROJECT, and provide written recommendations to meet SCRRA engineering standards, design criteria and safety, operational and maintenance of way requirements within thirty (30) calendar days. Reviews to be performed at 60%, 90% and 100% completion stages and upon interim documentation as required. If SCRRA review comments are not received within 30 calendar days, SANBAG may choose not to consider the comments in the next steps of the PROJECT's design development, provided that comments related to safety or regulatory compliance shall be considered at any time up to the release of any construction IFB.
- B. To provide specialist consultant support to advise upon the construction phasing impacts to SCRRA operations and passenger service, design development, system testing and commissioning for the PROJECT integration and operation into SCRRA's network of the track signal, communication, positive train control, security and dispatching systems, so as to ensure interoperability between SCRRA's systems and the proposed DMU system; advise upon system definition, FRA compliance requirements and supporting documentation; support system design reviews, and; assist SANBAG in coordination with system vendors.
- C. To review and provide support in the preparation of construction bid documentation, including provision of support through bidding process, contractor selection and contract award.
- D. To attend project development and coordination meetings, diagnostic meetings and coordinate preparation of all agreements pertaining to SCRRA involvement with the PROJECT.
- E. To provide guidance and support to SANBAG and SANBAG's consultants in the implementation of SCRRA's standards, criteria and requirements, including but not limited to the implementation of SCRRA's Positive Train Control system on the PROJECT.
- F. To provide Railroad protective and inspection services, including flagging, railroad safety training to SANBAG and its Consultant and Contractors working on the railroad right of



- way, and location and marking of all SCRRA signal and communications cables, on an as-needed basis.
- G. To prepare Contract Task Orders (CTOs) for SCRRA Engineering Consultants and Contractors and other tasks as may be required to manage and coordinate SCRRA interests.
- H. To provide SCRRA administrative support for the project necessary to assist SANBAG in the development of the PROJECT and including all interdepartmental support.
- I. To ensure any SCRRA-prepared design products comply with any and all necessary approvals, real estate permits, licenses or easements and other authorizations obtained by SANBAG and required by applicable laws, regulations, rules, or ordinances, prior to commencement of any work within railroad right-of-way operated by SCRRA.
- J. To submit to SANBAG quarterly invoices of costs incurred by SCRRA and its Engineering Consultants and Contractors for RAILROAD DESIGN SERVICES on the basis of items set forth in **Attachment B** and per guidelines required by funding sources identified in **Attachment C**. Invoices shall be delivered to SANBAG within 30 days of the end of the preceding quarter. The first quarter will begin the first day of the month that this AGREEMENT is executed. Invoices shall include detailed information including description, date of the expense, business purpose and amount. SCRRA shall attach supporting documents substantiating the invoice such as itemized receipts, paid consultant invoices or paid credit card statements. Invoices shall also contain a progress report detailing work accomplished for the invoice period consistent with the report template in **Attachment D**.

## ARTICLE 6. MUTUAL OBLIGATIONS

- A. Both SANBAG and SCRRA agree that each will cooperate and coordinate with the other in the PROJECT covered by this AGREEMENT and any other supplemental agreements that may be required to facilitate purposes hereof;
- B. Review and acceptance of submittals by SCRRA shall not relieve SANBAG, its consultants and Engineer of Record, nor its contractors, of responsibility for the design and construction of the PROJECT, including responsibility for errors and omissions in submittals, and construction deviations from accepted design plans.
- C. The PARTIES agree that a separate construction agreement specifying responsibilities during PROJECT construction, system testing and commissioning shall be prepared by SANBAG in coordination with SCRRA for execution by the PARTIES by January 1, 2018, or prior to the start of construction of rail infrastructure within the Project and a separate agreement will be executed by January 1, 2020 or prior to the start of revenue service for the continued maintenance and operations of the PROJECT;
- D. SANBAG and SCRRA agree to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECT;
- E. SANBAG and SCRRA agree to work cooperatively to advance the PROJECT within the estimated 18-month design and bidding phase and budget as set forth in Article 7 of the AGREEMENT, provided, however, that Federal Regulation and the General Orders of the California Public Utilities Commission take precedence;
- F. Neither party shall unreasonably withhold approval of any request or withhold submittal of any report nor other information required under this agreement;

## ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, SANBAG and SCRRA agree that SANBAG's maximum payment obligation per this AGREEMENT (including SCRRA's direct and indirect costs) shall not exceed \$1,069,500.00 for design and bid support unless this AGREEMENT is amended by PARTIES.

## **ARTICLE 8. AUDIT AND INSPECTION**

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

## **ARTICLE 9. INDEMNIFICATION**

- A. SCRRA shall indemnify, defend and hold harmless SANBAG, its officers, directors, members, affiliated entities, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this AGREEMENT.
- B. SANBAG shall indemnify, defend and hold harmless SCRRA, its officers, directors, member agencies, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SANBAG, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this AGREEMENT.
- C. Each PARTY will require that at every stage of the cooperative endeavor, there is adequate and appropriate insurance coverage for the PARTY to meet its defense and indemnification obligations as set out herein. Each PARTY will require that its'

consultants, contractors and subcontractors of any tier performing work pursuant to this AGREEMENT maintain appropriate and adequate commercial insurance, including without limitation, railroad protective liability coverage, where applicable or prudent, and to have the other PARTY and the Operating Railroads named as additional insureds on all such insurance coverage.

- D. The indemnification and defense obligations of this AGREEMENT shall survive its expiration or termination.

**ARTICLE 10. ADDITIONAL PROVISIONS:**

- A. This AGREEMENT shall continue in full force and effect through December 31, 2019, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.
- B. Either PARTY may initiate proceedings to terminate this AGREEMENT by giving thirty (30) days written notice; however, this AGREEMENT shall not be terminated without mutual agreement of both PARTIES.
- C. SANBAG's and SCRRA's signatories 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 the provisions of this AGREEMENT.
- D. This AGREEMENT may be amended in writing at any time by the mutual consent of both PARTIES. No amendment shall have any force or effect unless executed in writing by both PARTIES.
- E. Notices: Any notices, requests or demands made between the PARTIES pursuant to this AGREEMENT should be sent via email or hard copy to be directed as followed:

To SCRRA: 2558 Supply Street  
Pomona, CA 91767

Attention: Ms. Patricia Watkins  
Interim Director of Engineering & Construction  
Email: [WatkinsP@scrra.net](mailto:WatkinsP@scrra.net)

Telephone: (909) 593-4291

To SANBAG: 1170 W. 3rd Street, 2<sup>nd</sup> Floor

San Bernardino, CA 92410

Attention: Mr. Justin Fornelli

Chief of Transit and Rail Programs

Email: [jfornelli@sanbag.ca.gov](mailto:jfornelli@sanbag.ca.gov)

Telephone: (909) 884-8276

- F. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.
- G. The provisions of this AGREEMENT shall bind and inure to the benefit of each of the PARTIES hereto and all successors or assigns of the PARTIES hereto.
- H. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- I. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.
- J. Either PARTY shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; strikes, weather, acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

- K. Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to give or withhold consent to such subsequent assignment.
- L. Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, of this Cooperative Agreement, or for any other purpose.
- M. This AGREEMENT shall be construed and interpreted under the laws of the State of California.
- N. Disputes must be resolved in accordance with the procedure set forth in the SCRRA Joint Exercise of Powers Agreement. Should litigation arise out of this AGREEMENT for the performance thereof, each PARTY shall be responsible for its own costs and expenses, including attorney's fees.
- O. This AGREEMENT, including any exhibits and documents incorporated herein and made applicable by reference, constitute the complete and exclusive statement of the terms and conditions of this AGREEMENT between SANBAG and SCRRA concerning SCRRA's participation in the design of the PROJECT.
- P. Attachment A (Project Location and Project Overview Plan), Attachment B (SCRRA Scope of Design Services and Estimate), and Attachment C (Funding Sources/Requirements) are attached to and incorporated into this AGREEMENT by this reference.

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

**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.

SOUTHERN CALIFORNIA REGIONAL  
RAIL AUTHORITY

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS:

By: \_\_\_\_\_  
Art Leahy  
Chief Executive Officer

By: \_\_\_\_\_  
Raymond Wolfe, PhD  
Executive Director

*Attest:* \_\_\_\_\_  
Vicki Watson  
Board Secretary

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Don O. Del Rio  
General Counsel

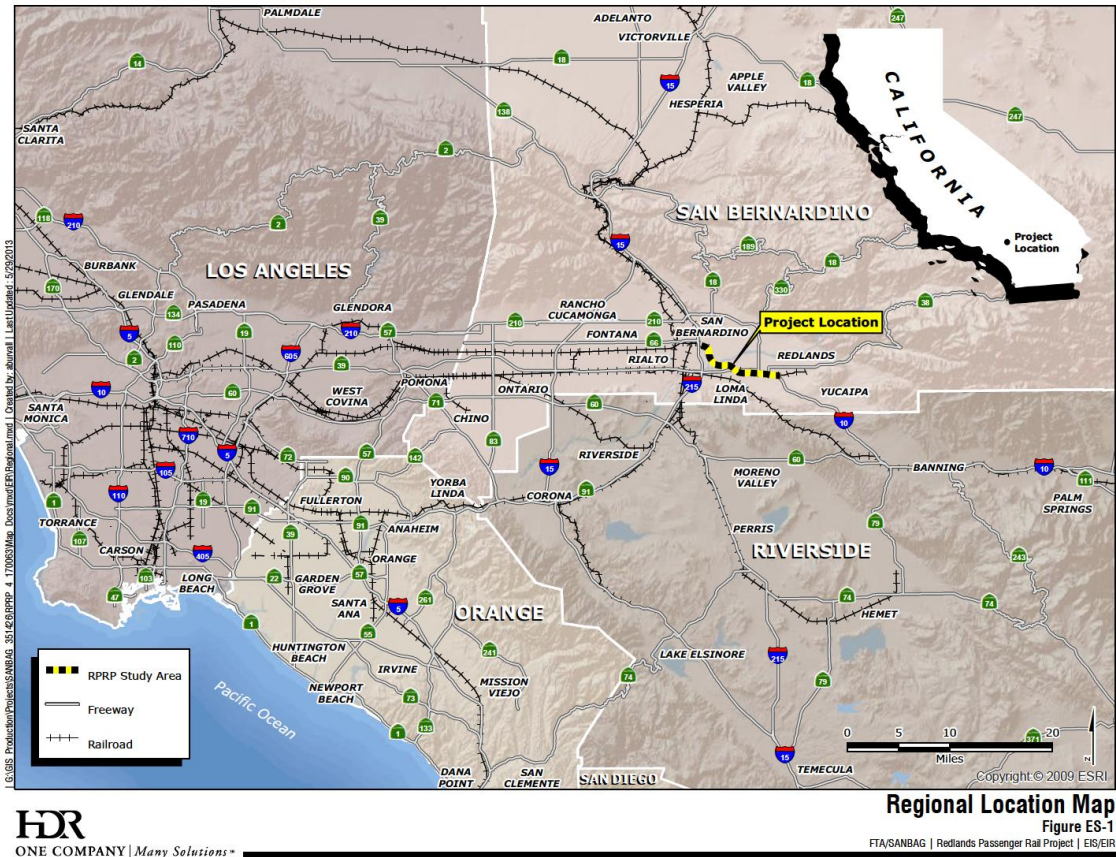
By: \_\_\_\_\_  
Robert D. Herrick  
Assistant General Counsel

# ATTACHMENT A

## Project Location and Project Overview Plan

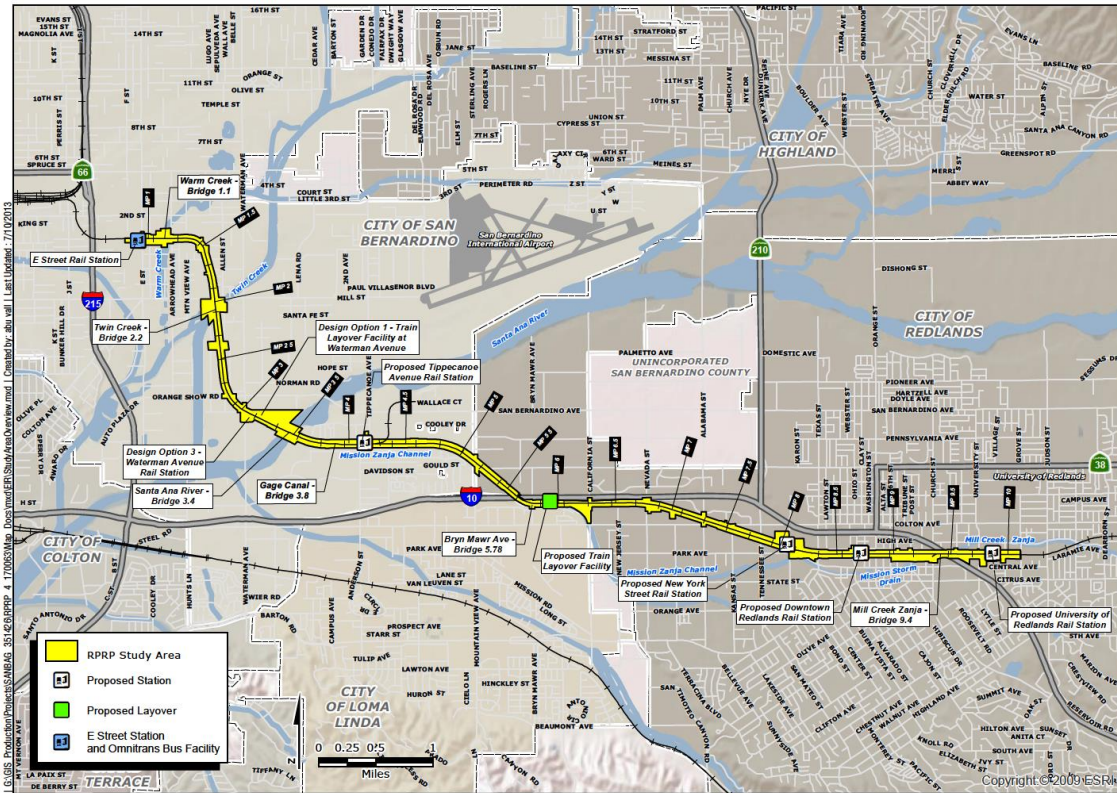
Attachment: Final Agreement - RPRP - SANBAG SCRRRA DSA 160921-rdih rev160928 JRF (3196 : Cooperative Agreement with the SCRRRA for





Project Location

Attachment: Final Agreement - RPRP - SANBAG SCRRA DSA 160921-rdh rev160928 JRF (3196 : Cooperative Agreement with the SCRRA for



RPRP Study Area Overview

Figure ES-2

FTA/SANBAG | Redlands Passenger Rail Project | EIS/EIR

HDR ONE COMPANY | Many Solutions™

### Project Overview Plan

# ATTACHMENT B

## SCRRA Scope of Design Services and Estimate

Date	15-Jun-16									
SANBAG Design Services Agreement										
SCRRA Project No.	TBD									
Project Name	Redlands Passenger Rail Project (RPRP)									
Schedule	June 2016 - November 2017									
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST	
		No. of Months	Meeting per Month	Hours	No. of Persons	Total				
<b>1</b>	<b>Scope of Work</b>									
<b>1.1</b>	<b>Meetings</b>									
a	PDT Meetings	18	1	4	4	288	HR	\$200.00	\$57,600.00	
b	Inter-Departmental Meetings	18	2	3	4	432	HR	\$200.00	\$86,400.00	
	<b>Sub-Total</b>					<b>720</b>	<b>HR</b>		<b>\$144,000.00</b>	
<b>1.2</b>	<b>Project Management and Administration</b>									
a	Progress reports, schedules, budgets	18	1	2	1	36	HR	\$200.00	\$7,200.00	
b	General PM coordination	18	1	8	1	144	HR	\$200.00	\$28,800.00	
c	SCRRA Administration	18	1	2	2	72	HR	\$200.00	\$14,400.00	
	<b>Sub-Total</b>					<b>180</b>	<b>HR</b>		<b>\$50,400.00</b>	
<b>1.3</b>	<b>Document Review/Design Support</b>									
a	Review Design Documents by Engineering, Signal & Communications (S&C), Safety, Operations, incl. comment review meetings									
	60%			60	4	240	HR	\$200.00	\$48,000.00	
	90%			60	4	240	HR	\$200.00	\$48,000.00	
	100%			40	4	160	HR	\$200.00	\$32,000.00	
b	Site Visits	4		8	2	64	HR	\$200.00	\$12,800.00	
c	CPUC Site Diagnostic Meetings	6		8	3	144	HR	\$200.00	\$28,800.00	
d	Specialist Consultant Support									
	i) Signal System Design & Coordination	15		100	1	1,500	HR	\$250.00	\$375,000.00	
	ii) Communications System Design & Coordination	15		40	1	600	HR	\$250.00	\$150,000.00	
	iii) PTC / Dispatch System Design & Coordination	15		40	1	600	HR	\$250.00	\$150,000.00	
	<b>Sub-Total</b>					<b>848</b>	<b>HR</b>		<b>\$844,600.00</b>	
<b>1.4</b>	<b>Flagging Services</b>									
a	Administrative Fees						LS	\$5,000.00	\$5,000.00	
	Safety Training by SCRRA Consultant: Safety Training is provided by SCRRA Contractor or consultant. Class size up to 20-						LS	\$5,000.00	\$5,000.00	
b	participants.									
c	SCRRA C&S Markings						LS	\$2,500.00	\$2,500.00	
d	Flagging Services (Assumed 15 Days)					15	DAY	\$1,200.00	\$18,000.00	
	<b>Sub-Total</b>								<b>\$30,500.00</b>	
	<b>TOTAL ESTIMATED COST</b>									<b>\$1,069,500.00</b>
<b>Notes:</b>										
1	The cost of the SCRRA services shown is an estimate only and SANBAG will reimburse SCRRA on the basis of actual costs and									
2	SANBAG shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.									

# ATTACHMENT C

## Funding Sources/Requirements

SCRRA's consultants and contracts used on RPRP must meet Federal procurement guidelines and requirements. The project funding sources are identified below.

<b>Fund Source</b>	<b>Amount (in \$1,000)</b>
San Bernardino County Measure I	\$ 92,771
Fiscal Year 2016 State Cap-Trade Grant	\$ 9,204
State Transit Assistance Funds	\$ 15,000
Proposition 1B PTMISEA	\$ 16,372
Proposition 1B Transit Security	\$ 4,793
Federal Transit Administration (FTA) 5307	\$ 47,960
Federal CMAQ	\$ 6,535
Fiscal Year 2016 FTA TIGER Award	\$ 8,678
Private Contributions from University of Redlands & Esri	\$ 4,836
Pending Allocation*	\$ 74,379
<b>TOTAL</b>	<b>\$ 280,528</b>

\*SANBAG is currently updating its Ten-Year Project Delivery Plan and will identify potential funding resources.

# ATTACHMENT D

## Invoice Progress Report Template



### PROGRESS REPORT

Contract No.: XXXX		Reporting Period:			Page	of
Description: RPRP -				SCRRRA Project No.:		
Project Manager:						
Total Contract Amount: \$ 1,069,500.00		Tasks	Description	Amount	Date	Status % complete
TOTAL AUTHORIZED						Complete
Key Milestones:						
	Description	Scheduled	Comments		Actual	
1						
2						
3						
4						
5						
6						
7						
8						
9						
Progress during Reporting Period:						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
Projected Activities for Upcoming Period:						
1						
2						
3						
4						
5						
6						
7						
8						
Changes in Scope:						
1						
Actions Required by SCRRRA:						
1						
2						
3						
4						

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

## *Minute Action*

AGENDA ITEM: 13

**Date:** *November 2, 2016*

**Subject:**

First Quarter Fiscal Year 2016/2017 Railroad Right-of-Way Grants of Use Reports

**Recommendation:**

Receive the first quarter (July, August, September) 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 first quarter of Fiscal Year 2016/2017.

**Financial Impact:**

This item is consistent with the approved SANBAG Budget. Presentation of the quarterly Right-of-Way report demonstrates compliance with the SANBAG Rail Property Policy No. 31602.

**Reviewed By:**

This item was received by the Transit Committee on October 13, 2016.

**Responsible Staff:**

Carrie Schindler, Director of Transit and Rail

Approved  
 Board of Directors  
 Date: November 2, 2016

Witnessed By:

*Entity: CTC*

Attachment A

July - September 2016 Right-of-Way Grants of Use Report

Vendor Name	Contract No.	Agreement Type	Linked Agreements	Executed Date	Term Date	Application Fee	Annual Admin Fee	Amendment or Extension Fee	Use Fee	Use Fee Duration	Fees Waived	Waived Fee Amount	Waived Fee Comments
MCC Pipeline, Inc.	16-1001532	ROE	None	7/12/16	10/12/2016	\$ 2,230.00	\$0.00	n/a	\$500.00	90 days	yes	n/a	
C Below, Inc.	16-1001536	ROE	PB CTO 37 #C14086	7/12/16	07/12/2017	\$0.00	\$0.00	n/a	\$0.00	n/a	yes	n/a	SANBAG sponsored project (RPRP), Admin Fee, Use Fee Waived.
Redland Plumbing, Heating & Air Conditioning, Inc.	16-1001542	LICENSE	None	7/12/16	07/12/2036	\$ 2,230.00	\$1,200.00	n/a	\$80.00	12 mos.	no	n/a	
City of Fontana Juniper Crossing	16-1001540	LICENSE	None	8/25/16	08/25/2036	\$ 2,230.00	\$1,200.00	n/a	\$0.00	n/a	yes	n/a	Use Fee Waived. SANBAG Member Jurisdiction.
City of Fontana Sierra Crossing	16-1001542	LICENSE	None	8/25/16	08/25/2036	\$ 2,230.00	\$1,200.00	n/a	\$0.00	n/a	yes	n/a	Use Fee Waived. SANBAG Member Jurisdiction.

**Total One-time Application Fee \$ 8,920.00**  
**Total Annual Admin Fee \$3,600.00**  
**Total One-time Use Fee \$0.00 \$580.00**

Attachment: QUARTERLY ROW GRANTS OF USE REPORT Q1 2017 (3193 : First Quarter Fiscal Year

## *Minute Action*

### AGENDA ITEM: 14

**Date:** *November 2, 2016*

**Subject:**

Fontana Grade Crossing Pedestrian Improvement Project

**Recommendation:**

That the Board, acting in its capacities as the San Bernadino County Transportation Commission and the San Bernardino County Transportation Authority:

- A. Approve and authorize the Executive Director or his designee to negotiate the final form of and execute Cooperative Agreement No. 16-1001518 with the Southern California Regional Rail Authority, for the Fontana Grade Crossings Pedestrian Improvement Project in the City of Fontana, subject to approval as to form by General Counsel.
- B. Approve the Plans, Specifications, and Estimate package for the Fontana Grade Crossings Pedestrian Improvement Project in the City of Fontana.
- C. Authorize the Director of Transit and Rail Programs to advertise Invitation for Bids No. 17-1001573, for construction bids for the Fontana Grade Crossings Pedestrian Improvement Project in the City of Fontana, subject to approval as to form by General Counsel.
- D. Authorize staff to proceed directly to the Board without prior Transit Committee review for the award of Construction Contract No. 17-1001573.
- E. Allocate \$493,350 in State Transit Assistance Funds – Operator share for costs associated with Southern California Regional Rail Authority (SCRRA) rehabilitation improvements at the grade crossings.

**Background:**

The Fontana Grade Crossings Pedestrian Improvement Project was initiated by SANBAG and the City of Fontana in February 2015, to construct grade crossing safety enhancements for pedestrians at the existing Sierra Avenue and Juniper Avenue Metrolink at-grade crossings in the City of Fontana (Project) with approval of Cooperative Agreement No. 15-1001097. The Sierra Avenue and Juniper Avenue at-grade crossings currently book-end the Fontana Metrolink Station and the Omnitrans Transfer Center, and improvements at both crossings will help to provide a safe pedestrian route to these transit connection points. As work around the railroad is specialized, this project requires substantial coordination with Metrolink, therefore, the City of Fontana requested SANBAG be the lead for the design and construction, and provide coordination with Southern California Regional Rail Authority (SCRRA), which operates Metrolink, to finalize the design and administer the construction contract. Design and construction for rail projects is generally the responsibility of SCRRA under Section 130255 of

*Entity: CTA, CTC*



the California Public Utilities Code and the Joint Exercise of Powers Agreement governing SCRRA. However, an individual Member Agency may, under the provisions of the Joint Exercise of Powers Agreement, design and manage the construction of special projects.

In December 2011, as part of the Fiscal Year (FY) 2010-2011 Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Call for Projects, SANBAG awarded the City \$750,000 in TDA Funds, with a local match of \$250,000 from City funds for a total project cost of \$1 million, for the pedestrian improvements at the Sierra Avenue at-grade crossing. In July 2013, as part of the FY 2013-2014 TDA Article 3 Bicycle and Pedestrian Facilities Call for Projects, SANBAG awarded the City \$750,000 in TDA Funds, with a local match of \$250,000 from City funds, for a total cost of \$1 million for improvements at the Juniper Avenue at-grade crossing. The pedestrian improvement costs for the Sierra Avenue and Juniper Avenue at-grade crossings are estimated at \$1,607,817 and \$2,011,960 respectively. The cost for the work at Juniper Avenue is higher due to the design of the queue cutter signal work and construction. A detailed breakdown of design, construction, and rehabilitation costs is attached as Attachment A. In accordance with Cooperative Agreement No. 15-1001097, the City is responsible for any costs that exceed \$1 million for each crossing. The City has been advised of the cost increase and has agreed to proceed with the Project.

It is staff's recommendation that SANBAG enters into a Cooperative Agreement No. 16-1001518 with SCRRA for the signal and panel work, oversight and construction management, and to procure materials for the railroad related construction work. The cost and time savings of procuring the materials, installing and testing the signals and gates, and installing and testing the equipment required for the product could add a significant cost savings to the project. In addition, SCRRA plans to replace the existing worn concrete crossing panels at both crossings, while SANBAG intends to add additional crossing panels for the pedestrian crossing at both crossings. The combination of this work effort could also result in both a cost and time savings.

SANBAG will reimburse SCRRA for the costs to procure, install, and test the gates and signal equipment; install new crossing panels for the pedestrian crossings, including sub-ballast, ballast, asphalt concrete, new ties, drain pipes, and rail resurfacing; and for the oversight and construction management of the project. The estimated amount that SANBAG will reimburse SCRRA is attached as Exhibit C to Cooperative Agreement No. 16-1001518. SANBAG shall also fund SCRRA's rehabilitation improvements, using State Transit Assistance Funds – Operator monies, to remove the existing roadway crossings and reconstruct them, including sub ballast, ballast, asphalt concrete, drain pipe, new ties, new concrete panels, and rail resurfacing. Funding for the rehabilitation improvements will be applied to SCRRA's annual rehabilitation budget for Fiscal year 2016-2017. Both Parties recognize that rehabilitation costs on the Metrolink San Bernardino Line are normally shared between SANBAG and the Los Angeles County Metropolitan Transportation Authority (Metro), with SANBAG responsible for 40% and Metro responsible for 60%. SANBAG will work to recoup 60% of the actual rehabilitation improvements cost from Metro in a future SCRRA fiscal year Rehabilitation Budget. SCRRA will provide information and coordination with the member agencies as requested. The non-railroad related construction work will be bid out separately by SANBAG.

The Project is currently 100% designed and on target to be constructed by the end of August 2017. Staff recommends that the Board approve the final Plan, Specification, & Estimate package for the Project, and that the Board authorize the Director of Transit and Rail Programs

Board of Directors Agenda Item

November 2, 2016

Page 3

to advertise the construction contract for the Project through the release of Invitation for Bids No. 17-1001573. To keep the Project on schedule, staff is requesting authorization to proceed directly to the Board for a construction contract award without prior Transit Committee review.

***Financial Impact:***

This item is consistent with the SANBAG Fiscal Year 2016/2017 Adopted Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the Cooperative Agreement. The IFB is under review and pending approval as to form by General Counsel.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

---

Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001518 Amendment No.: 0 Vendor No.: 02003  
 Vendor/Customer Name: Southern California Regional Rail Authority Sole Source?  Yes  No  
 Description: Fontana Grade Crossings Pedestrian Improvement Project  
 Start Date: 11/02/2016 Expiration Date: 06/30/2018 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 2,164,763.00	Original Contingency	\$ 132,015.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 2,164,763.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 132,015.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 2,296,778.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: \_\_\_\_\_  
 Board of Directors Action: 02-Nov-16

**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: Nessa M. Williams

Attachment: 16-1001518 CSS (3061 : Fontana Grade Crossings Ped Improvement Project)

Attachment A  
Fontana Grade Crossing Pedestrian Improvements  
Project Total Estimated Costs (100% Design)

<u>DESIGN/PS&amp;E</u>	Juniper Avenue	Sierra Avenue	TOTAL
SANBAG PM/Administration and PS&E	\$ 300,698	\$ 300,698	\$ 601,396
<b>TOTAL FOR CIVIL WORK</b>	<b>\$ 300,698</b>	<b>\$ 300,698</b>	<b>\$ 601,396</b>

<u>CIVIL WORK</u>	Juniper Avenue	Sierra Avenue	TOTAL
General Requirements	\$ 122,500	\$ 77,500.00	\$ 200,000
General Req., Civil Improvements and Signing/Striping	\$ 324,739	\$ 149,445	\$ 474,184
10% Contingency (Excluding General Requirements)	\$ 32,474	\$ 14,945	\$ 47,418
<b>TOTAL FOR CIVIL WORK</b>	<b>\$ 479,713</b>	<b>\$ 241,890</b>	<b>\$ 721,602</b>

<u>CONSTRUCTION COSTS</u>	Juniper Avenue	Sierra Avenue	TOTAL
<b>Items Provided by SCRRRA</b>			
New Concrete Crossing Panels for Pedestrian Improvements*	\$ 65,000	\$ 55,000	\$ 120,000
10% Contingency	\$ 6,500	\$ 5,500	\$ 12,000
Signal Materials	\$ 287,175	\$ 262,937	\$ 550,112
Signals, Gates, and Electrical Installation	\$ 298,962	\$ 243,580	\$ 542,542
10% Contingency	\$ 29,896	\$ 24,358	\$ 54,254
Operating Train Control, PTC, Signals, Communication	\$ 50,000	\$ 50,000	\$ 100,000
SCRRRA Third Party Safety Training	\$ 1,500	\$ 1,500	\$ 3,000
SCRRRA Signal and Communications Line Locating	\$ 2,000	\$ 2,000	\$ 4,000
Flagging	\$ 90,000	\$ 97,500	\$ 187,500
Construction Management, Inspection, and Materials Testing - Civil and RR Work	\$ 103,305	\$ 67,204	\$ 170,509
Survey	\$ 19,300	\$ 19,300	\$ 38,600
10% Contingency	\$ 12,261.00	\$ 8,650	\$ 20,911
<b>TOTAL SCRRRA PROVIDED CONSTRUCTION COSTS</b>	<b>\$ 965,899</b>	<b>\$ 837,529</b>	<b>\$ 1,803,428</b>

\* Includes sub-ballast, ballast, ties, drain pipe, asphalt concrete, new concrete panels, and rail resurfacing

**TOTAL PROJECT COSTS \$ 1,746,310 \$ 1,380,117**  
Amount in excess of \$1 million to be reimbursed by Fontana \$ 746,310 \$ 380,117

<u>SCRRRA Rehabilitation Costs</u>	Juniper Avenue	Sierra Avenue	TOTAL
General Req., Civil Improvements and Signing/Striping	\$ 210,000	\$ 180,000	\$ 390,000
10% Contingency (Excluding General Requirements)	\$ 21,000	\$ 18,000	\$ 39,000
General Req., Civil Improvements and Signing/Striping	\$ 31,500	\$ 27,000	\$ 58,500
10% Contingency (Excluding General Requirements)	\$ 3,150	\$ 2,700	\$ 5,850
<b>TOTAL FOR CIVIL WORK</b>	<b>\$ 265,650</b>	<b>\$ 227,700</b>	<b>\$ 493,350</b>

<b>TOTAL PROJECT COSTS</b>	<b>\$ 2,011,960</b>	<b>\$ 1,607,817</b>	<b>\$ 3,619,777</b>
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Attachment: AttA\_Sierra-Juniper\_TotalCosts (3061 : Fontana Grade Crossings Ped Improvement Project)

**COOPERATIVE AGREEMENT NO. 16-1001518**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

**FOR**

**THE FONTANA GRADE CROSSINGS PEDESTRIAN  
IMPROVEMENT PROJECT FOR  
CROSSINGS ON THE SAN GABRIEL SUBDIVISION AT:**

**NAME: SIERRA AVENUE**  
**MP: 49.10    CPUC No. 101SG-49.10    DOT No. 026145L**

**NAME: JUNIPER AVENUE**  
**MP: 48.92    CPUC No. 101SG-48.92    DOT No. 026146T**

This Cooperative Agreement (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Commission (“SANBAG”) and the Southern California Regional Rail Authority (“SCRRA”). SANBAG and SCRRA are each a “PARTY” and collectively “PARTIES”. The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

**RECITALS**

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

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

WHEREAS, SCRRA (through the Joint Exercise of Powers Agreement) and the BNSF Railway, operate trains and rail equipment on portions of the right-of-way owned by SANBAG, in accordance with easements, Shared Use Agreements, and the "Intercity Agreement" between SCRRA and the Member Agencies; and

## COOPERATIVE AGREEMENT NO. 16-1001518

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

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

WHEREAS, SANBAG owns the San Gabriel Subdivision railroad right-of-way (“ROW”) within the City of Fontana where the crossings are located; and

WHEREAS, numerous daily commuter operations occur on this line within and along the ROW; and

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

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

WHEREAS, SANBAG desires to construct pedestrian improvements at the existing at-grade crossings at Sierra Avenue and Juniper Avenue; and

WHEREAS, SCRRA desires to rehabilitate the existing at-grade crossings at Sierra Avenue and Juniper Avenue concurrent with the construction of the pedestrian improvements at these crossings; and

WHEREAS, SANBAG and SCRRA recognize that coordination of completing the pedestrian improvements and rehabilitation of the Sierra Avenue and Juniper Avenue at-grade crossings is mutually beneficial to both SANBAG and SCRRA, and the PARTIES desire to minimize cost and schedule disruptions associated with the procurement and installation of the required materials to support these efforts; and

WHEREAS, SANBAG, in carrying out its responsibilities, as defined in SANBAG Contract No. 15-1001097 with the City of Fontana, has need of, and desires to reach an understanding with SCRRA, specifically to define the scope and cost sharing between SANBAG and SCRRA, and to acknowledge other necessary steps SANBAG and SCRRA must follow; and

WHEREAS, the City of Fontana is the sponsor of the pedestrian improvements at the Sierra Avenue and Juniper Avenue at-grade crossings, SANBAG is the owner of the railroad right-of-way, and SCRRA is the operator and maintainer of the railroad; and

WHEREAS, the City of Fontana is responsible to reimburse SANBAG for any costs to complete the pedestrian improvements at the Sierra Avenue at-grade crossing that exceed \$1 million, and for any costs to complete pedestrian improvements at the Juniper Avenue at-grade crossing that exceed \$1 million, as defined in SANBAG Contract No. 15-1001097 with the City of Fontana; and

WHEREAS, the City of Fontana is not responsible for costs associated with SCRRA's rehabilitation of the Sierra Avenue or Juniper Avenue at-grade crossings.

### AGREEMENT

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

#### **ARTICLE 1. LIST OF EXHIBITS**

The exhibits below are attached to and made part of this AGREEMENT as if set forth in their entirety:

Exhibit A	100% Plans
Exhibit A-1	100% Specifications
Exhibit B	100% Engineer's Estimate
Exhibit C	SANBAG Reimbursement to SCRRA
Exhibit D	Project Schedule
Exhibit E	SCRRA Procured Materials List
Exhibit F-1	SCRRA Grade Crossing Guidelines
Exhibit F-2	SCRRA Form 37 Rules and Requirements for Construction on SCRRA Right-of-Way
Exhibit F-3	SCRRA Form 6-Temporary Right-of-Entry Agreement

#### **ARTICLE 2. DEFINITIONS**

- 2.1 "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA operated track(s), including the BNSF Railway Company (BNSF).
- 2.2 "Support Activities" means the railroad related engineering, design, and other services provided by SCRRA necessary to advance the PROJECTS desired by SANBAG.
- 2.3 "PROJECT Improvements at Sierra Avenue" are defined as the installation of active pedestrian gates with flashers, emergency exit swing gates, modifications to raised median island, relocated existing vehicular warning devices, addition of concrete

crossing panels, new asphalt pavement, detectable warning surfaces, railing, sidewalk, signing, and striping.

“PROJECT Improvements at Juniper Avenue” are defined as the installation of active pedestrian gates with flashers, emergency exit swing gates, modifications to raised median island, new vehicular warning flashers, relocated existing vehicular gates, new railroad signal house, queue-cutter traffic signal, addition of concrete crossing panels, new asphalt pavement, detectable warning surfaces, railing, sidewalk, signing, and striping.

“PROJECT Improvements at Sierra Avenue” and “PROJECT Improvements at Juniper Avenue” collectively define the “PROJECTS”. These improvements are described in more detail in Exhibit A.

- 2.4 “Rehabilitation Improvements” are defined as the removal and disposal of the existing concrete panels, followed by complete reconstruction of the crossing, including sub ballast, ballast, asphalt concrete, drain pipe, new ties, new concrete panels, and rail resurfacing, per Exhibit A and applicable SCRRRA Engineering Standards.

### **ARTICLE 3. RESPONSIBILITIES**

#### **THE PARTIES AGREE:**

That the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference. This Agreement supersedes any and all prior oral or written agreements with respect to the PROJECTS.

#### **SCRRRA AGREES:**

- 3.1 SCRRRA shall, at SANBAG’s expense, add new concrete panels to accommodate the pedestrian improvements, per the plan set in Exhibit A, including sub ballast, ballast, asphalt concrete, drain pipe, new ties, new concrete panels, and rail resurfacing.
- 3.2 SCRRRA shall, at SANBAG’s expense, remove the existing crossings and reconstruct them, per the plan set in Exhibit A, including sub ballast, ballast, asphalt concrete, drain pipe, new ties, new concrete panels, and rail resurfacing.
- 3.3 SCRRRA shall, at SANBAG’s expense, procure, install, commission and test the new automatic pedestrian crossing gates and flashing light signals, and associated signal equipment required for the PROJECTS, per the plan set in Exhibit A. SCRRRA shall procure long lead items for the railroad signals upon advance payment by SANBAG.
- 3.4 SCRRRA shall, at SANBAG’s expense, provide management oversight of the operating train control, positive train control, signals, communications systems,



- railroad flagging, safety training, and coordination. SCRRA shall manage and coordinate PROJECTS with the Operating Railroads.
- 3.5 SCRRA shall, at SANBAG's expense, provide Construction Management (CM) services for the PROJECTS and the Rehabilitation Improvements. Construction Management services shall include inspection, materials testing, and construction survey services.
  - 3.6 SCRRA shall, at SANBAG's expense, splice cables, if possible, in order to relocate existing signal and gate equipment to meet current SCRRA standards for set-back distances from the roadway and centerline of tracks.
  - 3.7 SCRRA, at SANBAG's expense, shall provide railroad flagging, communication and signal markings, and safety training for the work associated with the PROJECTS.
  - 3.8 SCRRA, at SANBAG's expense, shall provide railroad coordination, establishing work window and outages, and the coordination with other operating railroads for the work associated with the PROJECTS.
  - 3.9 SCRRA will review the detailed Plans, Specifications, and Estimates (the "PS&E") for general conformance with SCRRA standards and requirements. Upon the final written approval of the plans and specifications by SCRRA, said plans and specifications will be part of this AGREEMENT by reference. No changes in the final approved PS&E may be made unless SCRRA has consented to the proposed changes in writing.
  - 3.10 Approval by SCRRA shall mean only that the PS&E meet the standards of SCRRA, and such approval by SCRRA shall not be deemed to mean that the PS&E or construction is structurally sound and appropriate or that the PS&E meet applicable regulations, laws, statutes, local ordinances, building codes, or any combination thereof.
  - 3.11 Completion of the PROJECTS in an expeditious manner is important for pedestrian safety. SCRRA will use best efforts to meet the dates for procuring materials and completing the PROJECTS per the Schedule in Exhibit D.
  - 3.12 SCRRA representatives may make inspections and conduct tests to judge effectiveness of the safety training, and compliance with SCRRA requirements, in accordance with SCRRA's Efficiency Testing Program, in compliance with 49 CFR 214-Railroad Workplace Safety Regulations and SCRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with the requirements of 49 CFR 214-Railroad Workplace Safety Regulations, or SCRRA third-party safety requirements, may result in the removal of an offending individual(s) from SCRRA Right-of-Way. Egregious or repeated disregard for any safety rule may result in the termination of the Right-of-Entry Agreement.

SANBAG AGREES:

- 3.13 SANBAG, at SANBAG's expense, shall construct the civil work for the PROJECTS, including AC pavement, sidewalk, curb and gutter, pedestrian swing gate assemblies, railings, tactile warning surface, signing, striping, queue-cutter traffic signal, and other items, per the plan set prepared by SANBAG's consultant, and included in Exhibit A. Current estimates are based on a set of the 100% completed design plans, prepared by SANBAG's consultant.
- 3.14 SANBAG shall reimburse SCRRA for installation of new crossing panels to accommodate the pedestrian improvements, including sub-ballast, ballast, asphalt concrete, new ties, drain pipe, and rail resurfacing.
- 3.15 SANBAG shall reimburse SCRRA for procurement, installation, commissioning and testing the new automatic pedestrian crossing gates and flashing light signals, and associated signal equipment required for the PROJECTS, per the plan set in Exhibit A.
- 3.16 SANBAG shall reimburse SCRRA for providing management oversight of the operating train control, positive train control, signals, communications systems, railroad flagging, safety training, and coordination associated with the PROJECTS.
- 3.17 SANBAG shall reimburse SCRRA for providing Construction Management (CM) services for the PROJECTS and the Rehabilitation Improvements. Construction Management services shall include inspection, materials testing, and construction survey services.
- 3.18 SANBAG shall reimburse SCRRA for relocating the existing signal and gate equipment to meet current SCRRA standards for set-back distances from the roadway and centerline of tracks. The reimbursement cost for the existing gate relocations assumes that existing signal cables will be spliced in order to relocate the existing gate equipment.
- 3.19 SANBAG shall reimburse SCRRA for providing railroad flagging, communication, and signal markings, and safety training for work associated with the PROJECTS.
- 3.20 SANBAG shall reimburse SCRRA for providing railroad coordination, establishing work window and outages, and the coordination with other operating railroads for work associated with the PROJECTS.
- 3.21 The amount SANBAG will reimburse SCRRA for all PROJECT work is attached in Exhibit C. Final payment to SCRRA shall be based on the actual costs for all work performed pursuant to the Agreement.
- 3.22 SANBAG is responsible for preparing the detailed Plans, Specifications, and Estimates (the "PS&E") for the changes, additions, or alterations to existing SCRRA track, signals, and communication facilities required in connection with the PROJECTS including Rehabilitation Improvements.

- 3.23 SANBAG is responsible for preparing the PS&E for the design of roadway, drainage, and appurtenances in connection with the PROJECTS. If applicable, the PS&E shall include all demolition and removal plans for any existing structures or facilities.
- 3.24 SANBAG is responsible for all Engineering Design Services during Construction (DSDC) related to the PROJECTS.
- 3.25 SANBAG is responsible for all utility relocations required for the PROJECTS and any utility agreements required.
- 3.26 SANBAG is responsible for any delays to rail operations caused by its contractor(s).
- 3.27 SANBAG is responsible for obtaining all permits required for the PROJECTS.
- 3.28 If needed, SCRRA and SANBAG shall establish mutually agreeable work windows for the PROJECTS prior to advertising the PROJECTS for bid. To facilitate scheduling for the PROJECTS, SANBAG shall require its contractor(s) to give SCRRA's representative sixty (60) days advance notice of the proposed times and dates for any absolute work windows to which SCRRA had agreed. Should, it become impracticable to provide the work window on the dates established due to train operations, or service obligations or other reasons provided in this AGREEMENT, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from change in work windows.
- 3.29 SANBAG is responsible for including in its construction contract for PROJECT civil improvements all SCRRA safety rules and regulations and the role of SCRRA in maintaining a safe railroad with authority to stop work or remove the contractor if an immediate threat to safety of persons or property is observed.
- 3.30 SANBAG and its employee(s), consultant(s), and contractor(s) shall comply with all adopted, published, SCRRA Standards, recommended practices, operating rules, and safety requirements, including Right-of-Entry requirements and SANBAG shall include these requirements in its construction contracts for the PROJECTS.
- 3.31 SANBAG shall incorporate the requirements of Exhibit F-1, through and including, Exhibit F-3 into each prime contract for construction of the PROJECTS. SANBAG shall exercise its authority as a party to any contract for construction into which it enters: to ensure its contractor(s) conforms with the requirements listed in Exhibit F-1, through and including Exhibit F-3, and to ensure that operations, right-of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using SCRRA right-of-way, are protected at all times. All work done by SANBAG, or its contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.
- 3.32 SANBAG, at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all time when on the rail right-of-way,

with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this paragraph, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRA’s website [metrolinktrains.com](http://metrolinktrains.com), as the following:

- General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property
  - Applicable SCRRA Engineering Standards
- 3.33 SANBAG shall require all employee(s), consultant(s), and contractor(s) working on the PROJECTS to attend SCRRA Safety Training for Roadway Worker Protection (“RWP”), as a mandatory prerequisite to enter railroad Right-of-Way and comply with SCRRA Safety Rules while on railroad property.
- 3.34 Upon completion of the PROJECTS, SANBAG, at its sole cost and expense, shall furnish one full-size and one half-size sets of plans depicting the as-constructed condition of the PROJECTS and appurtenances. In addition, SANBAG, shall furnish one copy of the Specifications. SANBAG shall also furnish drawings for SCRRA owned and maintained facilities electronically in an editable Microstation or AutoCAD file format. In addition to the printed copies required above, SANBAG shall furnish a compact disc (CD) or Digital Versatile Disc (DVD) containing all of the construction and contract documents in Portable Document Format (PDF).

#### **ARTICLE 4. ACCOUNTING AND PAYMENTS**

- 4.1 SANBAG is providing funding for the PROJECTS through TDA Article 3 funds and Local funds (City of Fontana).
- 4.2 SANBAG is providing funding for the Rehabilitation Improvements through Fund 1050, State Transit Assistance Fund-Rail. Funding for the Rehabilitation Improvements will be applied to SCRRA’s annual rehabilitation budget for Fiscal year 2016-2017. Both Parties recognize that rehabilitation costs on the Metrolink San Bernardino Line are normally shared between SANBAG and the Los Angeles County Metropolitan Transportation Authority (Metro), with SANBAG responsible for 40% and Metro responsible for 60%. SANBAG will work to recoup 60% of the actual Rehabilitation Improvements cost from Metro in a future SCRRA fiscal year Rehabilitation Budget. SCRRA will provide budget and expenditure information to the member agencies as requested.
- 4.3 SANBAG shall reimburse SCRRA for work related to the PROJECTS and the Rehabilitation Improvement work as identified in Exhibit C. Final payment to SCRRA shall be based on actual costs for all work pursuant to the AGREEMENT.
- 4.4 SANBAG and SCRRA agree that SANBAG’s maximum payment obligation per this AGREEMENT shall not exceed \$2,296,778.00 unless this AGREEMENT is amended by both PARTIES.

- 4.5 SANBAG shall review any PROJECT cost changes proposed by SCRRA and provide SCRRA with written approval, comments, and/or objections within fifteen (15) business days.
- 4.6 Upon Execution of this AGREEMENT, SANBAG shall advance a deposit to SCRRA in the amount of \$812,112.00. This amount is one-hundred percent (100%) of \$550,112.00, the cost estimate to procure long lead materials for the railroad signal work, and fifteen percent (15%) of \$1,746,666.00, the balance of the cost estimate, to cover initiation of the work, material procurement, construction management and oversight. The SANBAG deposit to SCRRA of \$812,200.00 is approximately thirty-five percent (35%) of the total estimate of \$2,296,778.00, contained in Exhibit C.
- 4.7 SANBAG shall reimburse SCRRA within 30 days following receipt of the properly formatted quarterly SCRRA invoices for the PROJECTS' expenditures, in addition to the deposit, until the total AGREEMENT amount remaining to be paid is equivalent to the deposit, after which the deposit shall satisfy SANBAG reimbursement requirements.
- 4.8 SCRRA shall invoice SANBAG separately for the Rehabilitation Improvements based on a percentage split per crossing. The breakdown shall be as follows:
- At Juniper Avenue, 98 Track Feet (TF) of panels are required, of which 72 TF, or seventy-three (73%) percent will be rehabilitated and 26 TF, or twenty-seven (27%) percent will be new panel to accommodate the PROJECT.
  - At Sierra Avenue, 106 TF of panels are required, of which 84 TF, or seventy-nine (79%) percent will be rehabilitated and 22 TF, or twenty-one (21%) percent will be new panels to accommodate the PROJECT.
- 4.9 Invoices should include: tasks performed, period of performance, and actual costs. All invoices should be mailed quarterly to SANBAG at:

San Bernardino Associated Governments  
 Attn: Finance Department  
 1170 West 3<sup>rd</sup> Street, Second Floor  
 San Bernardino, CA 92410-1715

## ARTICLE 5. DISPUTES

- 5.1 Dispute Resolution. This AGREEMENT shall be interpreted in accordance with the laws of the State of California except those issues regulated by the Code of Federal Regulations. Any dispute between the PARTIES shall be resolved as follows:
- 5.1.1 Representatives of the SCRRA and SANBAG shall meet and confer in good faith to resolve the dispute.

- 5.1.2 If unresolved, the dispute shall be referred to SCRRA's Chief Executive Officer (CEO) and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute.  
In the event the dispute is still not resolved, the dispute shall be referred to the governing bodies of SCRRA and SANBAG who shall arrange to meet and confer through committees, representatives, or delegates to resolve the dispute.
- 5.1.3 In the event the dispute is still unresolved following the above-referenced procedures, the dispute shall be resolved in accordance with the Joint Exercise of Powers Agreement.
- 5.1.4 Each PARTY shall be responsible for its own costs and expenses, including attorney's fees, incurred in the course of any dispute based upon or related to this Agreement.
- 5.2 The agreement, approval or consent of SCRRA and/or SANBAG, wherever required under this AGREEMENT, shall mean the agreement, approval or consent of SCRRA'S CEO and/or SANBAG's Executive Director, respectively, unless otherwise specified, without need for further action by the PARTIES' governing boards.

## ARTICLE 6. INDEMNIFICATION

- 6.1 Neither SCRRA, nor any officer, director, employee or agent, thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless SCRRA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.
- 6.2 Neither SANBAG, nor any officer, director, employee or agent, thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SCRRA under or in connection with any work, authority or jurisdiction delegated to SCRRA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SCRRA shall fully defend, indemnify and save harmless SANBAG, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SCRRA under or in connection with any work, authority or jurisdiction delegated to SCRRA under this AGREEMENT.

**ARTICLE 7. TERMINATION**

- 7.1 This AGREEMENT shall continue in full force and effect through June 30, 2018, unless terminated earlier, or extended, by mutual written consent by both PARTIES.
- 7.2 Either PARTY may initiate proceedings to terminate this AGREEMENT by giving thirty (30) days written notice; however, this AGREEMENT shall not be terminated without mutual agreement of both PARTIES.

**ARTICLE 8. OTHER PROVISIONS**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 This AGREEMENT may be amended only by a written amendment duly authorized and executed by both PARTIES.
- 8.5 This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

**ARTICLE 9. DELEGATED AUTHORITY**

- 9.1 The actions required to be taken by SCRRA in the implementation of this AGREEMENT are delegated to its Chief Executive Officer or his or her designee, and the actions required to be taken by SANBAG in the implementation of this AGREEMENT are delegated to its Executive Director or his or her designee.
- 9.2 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.
- 9.3 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

## COOPERATIVE AGREEMENT NO. 16-1001518

respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to SANBAG:

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

If to SCRRA:

Arthur T. Leahy, Chief Executive Officer  
One Gateway Plaza, 12<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 452-0200

**SIGNATURES ON FOLLOWING PAGE:**



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

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

**SAN BERNARDINO COUNTY**  
**TRANSPORTATION COMMISSION**

**SOUTHERN CALIFORNIA**  
**REGIONAL RAIL AUTHORITY**

By: \_\_\_\_\_  
Raymond Wolfe  
SANBAG Executive Director

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Don O. Del Rio  
General Counsel

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

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

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit A  
100% Plans

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

Exhibit A-1  
100% Specifications

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit B  
100% Engineer's Estimate

SIERRA AVE. AT-GRADE CROSSING PEDESTRIAN IMPROVEMENTS		Cost Estimate					
		Project Name: Sierra Avenue Pedestrian Improvements					
		Design Level: Camera Ready Submittal					
		Last Updated: 10/5/2016					
ITEM NO.	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	SANBAG COST	SCRRRA COST	NOTES
<b>Schedule 1 GENERAL REQUIREMENTS</b>							
	Mobilization & Demobilization	LS	1	\$51,500.00	\$51,500.00		
	Traffic Control	LS	1	\$26,000.00	\$26,000.00		
<b>GENERAL REQUIREMENTS SUBTOTAL</b>					<b>\$77,500.00</b>		
<b>Schedule 1 CIVIL IMPROVEMENTS &amp; SIGNING/STRIPING</b>							
	Remove Asphalt Concrete Pavement	SF	2,812	\$3.00	\$8,436.00		
	Remove Tree	EA	2	\$500.00	\$1,000.00		
	Remove Existing Curb and Gutter	LF	20	\$11.00	\$220.00		
	Remove Existing Bollard	EA	1	\$150.00	\$150.00		
	Remove Decorative Fence and Foundation	LF	11	\$35.00	\$385.00		
	Remove AC Curb	LF	71	\$4.00	\$284.00		
	Remove Existing Concrete	SF	615	\$5.00	\$3,075.00		
	Construct Concrete Sidewalk (per City of Fontana Std)	SF	2,043	\$15.00	\$30,645.00		
	Construct Asphalt Concrete Pavement ( Match Ex. Thickness, 4 1/8" AB/AC Min)	SF	1,510	\$8.00	\$12,080.00		
	Construct Asphalt Concrete Pavement (Full Depth, 8" min)	SF	1,093	\$9.00	\$9,837.00		
	Construct Asphalt Concrete Pavement (variable end ramps)	SF	90	\$15.00	\$1,350.00		
	Asphalt Concrete Grind and Overlay	SF	556	\$7.00	\$3,892.00		
	Construct 8" Curb and Gutter	LF	124	\$40.00	\$4,960.00		
	Sawcut	LF	356	\$6.00	\$2,136.00		
	Remove Concrete Curb	LF	22	\$10.00	\$220.00		
	Construct River Rock Median Infill	SF	142	\$30.00	\$4,260.00		
	Construct 8" Curb	LF	75	\$25.00	\$1,875.00		
	Install Metal Hand Railings	LF	83	\$45.00	\$3,735.00		
	Install self closing pedestrian swing gate assemblies	EA	4	\$4,750.00	\$19,000.00		
	4' High Mesh Fabric Chain Link Fence	LF	93	\$40.00	\$3,720.00		
	ADA Tactile Warning Surface	SF	96	\$70.00	\$6,720.00		
	Backfill with compacted native and grade to daylight	SF	401	\$5.00	\$2,005.00		
	Adjust Vault to grade	EA	1	\$1,200.00	\$1,200.00		
	Construct Portion of Concrete Cross Gutter, Match Ex. Section	SF	44	\$15.00	\$660.00		
	Construct Full Depth Concrete Drive, Match Ex. Section	SF	80	\$20.00	\$1,600.00		
	Site Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00		
	Signaling	LS	1	\$1,500.00	\$1,500.00		
	Striping & Pavement Markings	LS	1	\$7,000.00	\$7,000.00		
	Remove Curb Access Ramp	LS	1	\$2,000.00	\$2,000.00		
	Install Curb Access Ramp	LS	1	\$7,500.00	\$7,500.00		
	Remove Conflicting Striping	LS	1	\$500.00	\$500.00		
<b>CIVIL IMPROVEMENTS SUBTOTAL</b>					<b>\$149,445.00</b>		
<b>Construction Contingencies (10%)-Excluding GR</b>					<b>\$14,944.50</b>		
<b>CIVIL IMPROVEMENTS TOTAL</b>					<b>\$241,889.50</b>		SANBAG IFB Contract
<b>SCRRRA-PROVIDED TRACKWORK</b>							
	New Concrete Crossing Panels for Pedestrian Improvements*	TF	22	\$2,500.00	\$55,000.00		
	Rehabilitate Existing Concrete Crossing Panels*	TF	84	\$2,500.00	\$210,000.00	\$210,000.00	
<b>SCRRRA-PROVIDED TRACKWORK SUBTOTAL</b>					<b>\$55,000.00</b>	<b>\$210,000.00</b>	
<b>Construction Contingencies (10%)</b>					<b>\$5,500.00</b>	<b>\$21,000.00</b>	
<b>SCRRRA-PROVIDED TRACKWORK TOTAL</b>					<b>\$60,500.00</b>	<b>\$231,000.00</b>	SCRRRA CTO-Track Maintenance Contractor
<b>SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL</b>							
	SCRRRA-Provided Signal Materials	LS	1	\$262,937.00	\$262,937.00		
	SCRRRA-Provided Signals, Gates, Electrical Installation	LS	1	\$243,580.00	\$243,580.00		
<b>SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL SUBTOTAL</b>					<b>\$506,517.00</b>		
<b>Construction Contingencies (10%)-Excluding Materials</b>					<b>\$24,358.00</b>		
<b>SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL TOTAL</b>					<b>\$530,875.00</b>		SCRRRA CTO-Signal Installation Contractor
<b>TOTAL CONSTRUCTION COST</b>					<b>\$833,264.50</b>	<b>\$231,000.00</b>	<b>\$1,064,264.50</b>
Cost estimate by J.L. Patterson & Associates and PB							
* Includes sub-ballast, ballast, ties, drain pipe, asphalt concrete, new concrete panels, and rail resurfacing							
<b>SCRRRA-PROVIDED OVERSIGHT</b>							
	Operating Train Control, PTC, Signals, Communications Systems	LS	1	\$50,000.00	\$50,000.00		SCRRRA Agency Costs
	SCRRRA Third Party Safety Training	EA	3	\$500.00	\$1,500.00		SCRRRA WO-Flagging & Inspection Support
	SCRRRA Signal and Communications Line Locating	EA	4	\$500.00	\$2,000.00		SCRRRA CTO-C&S Maintenance Contractor
	Flagging	Days	65	\$1,500.00	\$97,500.00		SCRRRA WO-Flagging & Inspection Support
<b>SCRRRA-PROVIDED OVERSIGHT TOTAL</b>					<b>\$151,000.00</b>		
<b>SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES</b>							
	Construction Management, Inspection, and Materials Testing - Civil & RR Signal Work	LS	1	\$67,203.75	\$67,203.75		SCRRRA CTO-PM/CM Contractor
	Construction Management, Inspection, and Materials Testing - Rehabilitation Work	LS	1	\$31,500.00	\$31,500.00	\$31,500.00	SCRRRA CTO-PM/CM Contractor
	Survey	LS	1	\$19,300.00	\$19,300.00		SCRRRA CTO-Surveying Contractor
<b>SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES SUBTOTAL</b>					<b>\$86,503.75</b>	<b>\$31,500.00</b>	
<b>CM Contingency (10%)</b>					<b>\$8,650.38</b>	<b>\$3,150.00</b>	
<b>SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES TOTAL</b>					<b>\$95,154.13</b>	<b>\$34,650.00</b>	
<b>TOTAL SCRRRA-PROVIDED SERVICES COST</b>					<b>\$246,154.13</b>	<b>\$34,650.00</b>	<b>\$280,804.13</b>
<b>TOTAL COST</b>					<b>\$1,079,418.63</b>	<b>\$265,650.00</b>	<b>\$1,345,068.63</b>

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit B  
100% Engineer's Estimate

JUNIPER AVE. AT-GRADE CROSSING PEDESTRIAN IMPROVEMENTS				Cost Estimate			
Project Name: Juniper Avenue Pedestrian Improvements							
Design Level: Camera Ready Submittal							
Last Updated: 10/5/2016							
ITEM NO.	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	SANBAG COST	SCRRRA COST	NOTES
<b>Schedule 2 GENERAL REQUIREMENTS</b>							
	Mobilization & Demobilization	LS	1	\$79,500.00	\$79,500.00		
	Traffic Control	LS	1	\$43,000.00	\$43,000.00		
<b>GENERAL REQUIREMENTS SUBTOTAL</b>					<b>\$122,500.00</b>		
<b>Schedule 2 CIVIL IMPROVEMENTS &amp; SIGNING/STRIPING</b>							
	Remove Asphalt Concrete Pavement	SF	1,911	\$3.00	\$5,733.00		
	Remove Tree	EA	0	\$500.00	\$0.00		
	Remove Existing Curb and Gutter	LF	24	\$11.00	\$264.00		
	Relocate SCRRRA Pipe Gate and Bollards	LS	1	\$800.00	\$800.00		
	Remove Decorative Fence and Foundation	LF	14	\$35.00	\$490.00		
	Remove AC Curb	LF	0	\$4.00	\$0.00		
	Remove Existing Concrete	SF	23	\$5.00	\$115.00		
	Construct Concrete Sidewalk (per City of Fontana Std)	SF	1,690	\$15.00	\$25,350.00		
	Construct Asphalt Concrete Pavement ( Match Ex. Thickness, 4"/6" AB/AC Min)	SF	798	\$8.00	\$6,384.00		
	Construct Asphalt Concrete Pavement (Full Depth, 8" min)	SF	1,008	\$9.00	\$9,072.00		
	Construct Asphalt Concrete Pavement (variable end ramps)	SF	90	\$15.00	\$1,350.00		
	Asphalt Concrete Grind and Overlay	SF	583	\$7.00	\$4,081.00		
	Construct 8" Curb and Gutter	LF	96	\$40.00	\$3,840.00		
	Sawcut	LF	345	\$6.00	\$2,070.00		
	Remove Concrete Curb	LF	108	\$10.00	\$1,080.00		
	Construct River Rock Median Infill	SF	178	\$30.00	\$5,340.00		
	Construct 8" Curb	LF	119	\$25.00	\$2,975.00		
	Install Metal Hand Railings	LF	99	\$45.00	\$4,455.00		
	Install self closing pedestrian swing gate assemblies	EA	4	\$4,750.00	\$19,000.00		
	4' High Mesh Fabric Chain Link Fence	LF	125	\$40.00	\$5,000.00		
	ADA Tactile Warning Surface	SF	96	\$70.00	\$6,720.00		
	Backfill with compacted native and grade to daylight	SF	104	\$5.00	\$520.00		
	Adjust Vault to grade	EA	1	\$1,200.00	\$1,200.00		
	Site Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00		
	Signing	LS	1	\$1,500.00	\$1,500.00		
	Striping & Pavement Markings	LS	1	\$4,000.00	\$4,000.00		
	Grade Level Pad for Signal House Installation Per SCRRRA Std ES8215	LS	1	\$3,000.00	\$3,000.00		
	8' High Chain Link Fence Per SCRRRA Std ES5106	LF	70	\$60.00	\$4,200.00		
	Queue-Cutter Traffic Signal	LS	1	\$198,700.00	\$198,700.00		
<b>CIVIL IMPROVEMENTS &amp; SIGNING/STRIPING SUBTOTAL</b>					<b>\$324,739.00</b>		
Construction Contingencies (10%)-Excluding GR					\$32,473.90		
<b>CIVIL IMPROVEMENTS TOTAL</b>					<b>\$479,712.90</b>		SANBAG IFB Contract
<b>SCRRRA-PROVIDED TRACKWORK</b>							
	New Concrete Crossing Panels for Pedestrian Improvements*	TF	26	\$2,500.00	\$65,000.00		
	Rehabilitate Existing Concrete Crossing Panels*	TF	72	\$2,500.00	\$180,000.00		
<b>SCRRRA-PROVIDED TRACKWORK SUBTOTAL</b>					<b>\$65,000.00</b>	<b>\$180,000.00</b>	
Construction Contingencies (10%)					\$6,500.00	\$18,000.00	
<b>SCRRRA-PROVIDED TRACKWORK TOTAL</b>					<b>\$71,500.00</b>	<b>\$198,000.00</b>	SCRRRA CTO-Track Maintenance Contractor
<b>SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL</b>							
	SCRRRA-Provided Signal Materials	LS	1	\$287,175.00	\$287,175.00		
	SCRRRA-Provided Signals, Gates, Electrical Installation	LS	1	\$298,962.00	\$298,962.00		
<b>SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL SUBTOTAL</b>					<b>\$586,137.00</b>		
Construction Contingencies (10%)-Excluding Materials					\$29,896.20		
<b>SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL TOTAL</b>					<b>\$616,033.20</b>	<b>\$198,000.00</b>	SCRRRA CTO-Signal Installation Contractor
<b>TOTAL CONSTRUCTION COST</b>					<b>\$1,167,246.10</b>	<b>\$198,000.00</b>	
Cost estimate by J.L. Patterson & Associates and PB							
* Includes sub-ballast, ballast, ties, drain pipe, asphalt concrete, new concrete panels, and rail resurfacing							
<b>SCRRRA-PROVIDED OVERSIGHT</b>							
	Operating Train Control, PTC, Signals, Communications Systems	LS	1	\$50,000.00	\$50,000.00		SCRRRA Agency Costs
	SCRRRA Third Party Safety Training	EA	3	\$500.00	\$1,500.00		SCRRRA WO-Flagging & Inspection Support
	SCRRRA Signal and Communications Line Locating	EA	4	\$500.00	\$2,000.00		SCRRRA CTO-C&S Maintenance Contractor
	Flagging	Days	60	\$1,500.00	\$90,000.00		SCRRRA WO-Flagging & Inspection Support
<b>SCRRRA-PROVIDED OVERSIGHT TOTAL</b>					<b>\$143,500.00</b>		
<b>SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES</b>							
	Construction Management, Inspection, and Materials Testing - Civil & RR Signal Work	LS	1	\$103,305.15	\$103,305.15		SCRRRA CTO-PM/CM Contractor
	Construction Management, Inspection, and Materials Testing - Rehabilitation Work	LS	1	\$27,000.00	\$27,000.00		SCRRRA CTO-PM/CM Contractor
	Survey	LS	1	\$19,300.00	\$19,300.00		SCRRRA CTO-Surveying Contractor
<b>SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES SUBTOTAL</b>					<b>\$122,605.15</b>	<b>\$27,000.00</b>	
CM Contingency (10%)					\$12,260.52	\$2,700.00	
<b>SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES TOTAL</b>					<b>\$134,865.67</b>	<b>\$29,700.00</b>	
<b>TOTAL SCRRRA-PROVIDED SERVICES COST</b>					<b>\$278,365.67</b>	<b>\$29,700.00</b>	
<b>TOTAL COST</b>					<b>\$1,445,611.77</b>	<b>\$227,700.00</b>	<b>\$1,673,311.77</b>

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit B  
100% Engineer's Estimate

SIERRA AVE. & JUNIPER AVE. AT-GRADE CROSSING PEDESTRIAN IMPROVEMENTS		Project Cost Estimate	
Project Name: Siera Ave & Juniper Ave Pedestrian Improvements			
Design Level: Camera Ready Submittal			
Last Updated: 10/5/2016			
WORK DESCRIPTION	SIERRA AVE	JUNIPER AVE	NOTES
GENERAL REQUIREMENTS SUBTOTAL	\$77,500.00	\$122,500	
CIVIL IMPROVEMENTS SUBTOTAL	\$149,445.00	\$324,739	
Construction Contingencies (10%)-Excluding GR	\$14,944.50	\$32,473.90	
CIVIL IMPROVEMENTS TOTAL	\$241,889.50	\$479,712.90	SANBAG IFB Contract
			\$721,602
<b>SCRRRA-PROVIDED TRACKWORK</b>			
New Concrete Crossing Panels for Pedestrian Improvements*	\$55,000.00	\$65,000.00	
Rehabilitate Existing Concrete Crossing Panels*	\$210,000.00	\$180,000.00	
SCRRRA-PROVIDED TRACKWORK SUBTOTAL	\$265,000.00	\$245,000.00	
Construction Contingencies (10%)	\$26,500.00	\$24,500.00	
SCRRRA-PROVIDED TRACKWORK TOTAL	\$291,500.00	\$269,500.00	SCRRRA CTO-Track Maintenance Contractor
			\$561,000
<b>SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL</b>			
SCRRRA-Provided Signal Materials	\$262,937.00	\$287,175.00	
SCRRRA-Provided Signals, Gates, Electrical Installation	\$243,580.00	\$298,962	
SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL SUBTOTAL	\$506,517.00	\$586,137.00	
Construction Contingencies (10%)-Excluding Materials	\$24,358.00	\$29,896.20	
SCRRRA-PROVIDED SIGNALS, GATES, ELECTRICAL TOTAL	\$530,875.00	\$616,033.20	SCRRRA CTO-Signal Installation Contractor
			\$1,146,908
<b>TOTAL CONSTRUCTION COST</b>	<b>\$1,064,264.50</b>	<b>\$1,365,246.10</b>	<b>\$2,429,510.60</b>
<b>SCRRRA-PROVIDED OVERSIGHT</b>			
Operating Train Control, PTC, Signals, Communications Systems	\$50,000.00	\$50,000.00	SCRRRA Agency Costs
SCRRRA Third Party Safety Training	\$1,500.00	\$1,500.00	SCRRRA WO-Flagging & Inspection Support
SCRRRA Signal and Communications Line Locating	\$2,000.00	\$2,000.00	SCRRRA CTO-C&S Maintenance Contractor
Flagging	\$97,500.00	\$90,000.00	SCRRRA WO-Flagging & Inspection Support
SCRRRA-PROVIDED OVERSIGHT TOTAL	\$151,000.00	\$143,500.00	\$294,500
<b>SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES</b>			
Construction Management, Inspection, and Materials Testing - Civil & RR Signal Work	\$67,203.75	\$103,305.15	SCRRRA CTO-PM/CM Contractor
Construction Management, Inspection, and Materials Testing - Rehabilitation Work	\$31,500.00	\$27,000.00	SCRRRA CTO-PM/CM Contractor
Survey	\$19,300.00	\$19,300.00	SCRRRA CTO-Surveying Contractor
SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES SUBTOTAL	\$118,003.75	\$149,605.15	
CM Contingency (10%)	\$11,800.38	\$14,960.52	
SCRRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES TOTAL	\$129,804.13	\$164,565.67	\$294,370
<b>TOTAL SCRRRA-PROVIDED SERVICES COST</b>	<b>\$280,804.13</b>	<b>\$308,065.67</b>	<b>\$588,869.79</b>
<b>TOTAL PROJECT COST (Per Crossing)</b>	<b>\$1,345,068.63</b>	<b>\$1,673,311.77</b>	
<b>TOTAL PROJECT COST</b>			<b>\$3,018,380.39</b>

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

## COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit C  
SANBAG Reimbursement to SCRRA

<b>SANBAG Reimbursement to SCRRA For New Construction</b>			
Items Provided by SCRRA	Sierra Avenue	Juniper Avenue	TOTAL
New Concrete Crossing Panels for Pedestrian Improvements*	\$ 55,000	\$ 65,000	\$ 120,000
10% Contingency	\$ 5,500	\$ 6,500	\$ 12,000
Subtotal	\$ 60,500	\$ 71,500	\$ 132,000
Signal Materials	\$ 262,937	\$ 287,175	\$ 550,112
Signals, Gates, Electrical Installation	\$ 243,580	\$ 298,962	\$ 542,542
10% Contingency on Installation	\$ 24,358	\$ 29,896	\$ 54,254
Subtotal	\$ 530,875	\$ 616,033	\$ 1,146,908
<b>SCRRA-Provided Oversight</b>			
Operating Train Control, PTC, Signals, Communications	\$ 50,000	\$ 50,000	\$ 100,000
SCRRA Third Party Safety Training	\$ 1,500	\$ 1,500	\$ 3,000
SCRRA Signal and Communications Line Locating	\$ 2,000	\$ 2,000	\$ 4,000
Flagging	\$ 97,500	\$ 90,000	\$ 187,500
Subtotal	\$ 151,000	\$ 143,500	\$ 294,500
<b>SCRRA-Provided Construction Management Services</b>			
CM, Inspection, and Materials Testing - Civil and RR Signal Work	\$ 67,204	\$ 103,305	\$ 170,509
Survey	\$ 19,300	\$ 19,300	\$ 38,600
Subtotal	\$ 86,504	\$ 122,605	\$ 209,109
10% Contingency	\$ 8,650	\$ 12,261	\$ 20,911
Subtotal	\$ 95,154	\$ 134,866	\$ 230,020
<b>TOTAL SANBAG REIMBURSEMENT TO SCRRA</b>	<b>\$ 837,529</b>	<b>\$ 965,899</b>	<b>\$ 1,803,428</b>
* Includes sub-ballast, ballast, ties, drain pipe, asphalt concrete, new concrete panels, and rail resurfacing			
<b>SCRRA Rehabilitation Costs**</b>			
SCRRA Rehabilitation Costs**	Sierra Avenue	Juniper Avenue	TOTAL
Rehabilitation of Existing Concrete Crossing Panels*	\$ 210,000	\$ 180,000	\$ 390,000
10% Contingency	\$ 21,000	\$ 18,000	\$ 39,000
Construction Management (CM, Inspection, and Materials Testing)	\$ 31,500	\$ 27,000	\$ 58,500
10% Contingency	\$ 3,150	\$ 2,700	\$ 5,850
<b>TOTAL SCRRA REHABILITATION COSTS</b>	<b>\$ 265,650</b>	<b>\$ 227,700</b>	<b>\$ 493,350</b>
* Includes sub-ballast, ballast, ties, drain pipe, asphalt concrete, new concrete panels, and rail resurfacing			
** SCRRA shall credit SANBAG these Rehabilitation costs in a future SCRRA Rehabilitation budget. These costs will be initially paid by SANBAG using Fund 1050, State Transit Assistance Fund – Rail.			

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

Exhibit D  
Project Schedule

<b>Milestone</b>	<b>Date</b>
Completion of 100% PS&E	August 2016
Begin Bid Process	November 2016
Begin SCRRA Materials Procurement	November 2016 (Dependent on receipt of Deposit from SANBAG)
Begin Construction	March 2017
End Construction	September 2017



COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit E  
SCRRRA Procured Materials List

QTY.	SCRRRA Part Number	JUNIPER MATERIALS DESCRIPTION	UNIT \$	EQUIP. \$	TAX 8.75%	SHIPPING 10%	TOTAL \$
1	TBD	SHELTER, 8' x 10' STEEL CROSSING, INSTRUMENT / POWDER-COAT FINISH w/ Pressure System, 1ea 48" Terminal Board, 2 Swing Racks, A/C, & Removable Sil. (PTMW #90000196D)	\$ 15,400.00	\$ 15,400.00	\$ 1,347.50	\$ 1,540.00	\$ 18,287.50
4	03-1040014-0	FOUNDATION, 48" FOR PED GATE w/STUB MAST COMPLETE (6 3/4" x 6 3/4" MOUNTING BOLT PATTERN)	\$ 314.55	\$ 1,258.20	\$ 110.09	\$ 125.82	\$ 1,494.11
4	03-1040012-0	FOUNDATION, 60" FOR GATES and GROUND SIGNALS - WITH (4EA) 1" x 8" BOLTS AND HARDWARE	\$ 705.67	\$ 2,822.88	\$ 246.98	\$ 282.27	\$ 3,351.93
6	03-2220048-0	CEMENT, PVC QT. SIZE (GRAY)	\$ 7.93	\$ 47.57	\$ 4.16	\$ 4.76	\$ 56.43
6	03-2880020-0	BOX, PULL FIBERGLASS 24"L x 19"W x 18"D w/ POLYMER COVER, NON MARKING (CALTRANS #6) (FOR GATE JUNCTION BOXES/RSB TERMINATION)	\$ 123.13	\$ 738.77	\$ 64.64	\$ 73.88	\$ 877.28
2	03-2880007-0	BOX, PULL CONCRETE 17"L x 10"W x 12"D w/ COVER (CALTRANS #6) (LOOP SPLICING/TRACK WIRE/DWS & TIC TERMINATION)	\$ 254.29	\$ 508.58	\$ 44.50	\$ 50.86	\$ 603.94
4	03-2880021-0	BOX, PULL CONCRETE 4' L x 4' W x 4' D w/ CLOSED BOTTOM and 2pc BOLT DOWN DIAMOND PLATE GALVANIZED COVER	\$ 1,858.45	\$ 7,433.80	\$ 650.46	\$ 743.98	\$ 8,627.64
2500	03-0500105-0	CONDUIT, 4" x 20' PVC SCH 40 (20 FT PIECES)	\$ 1.52	\$ 9,800.00	\$ 332.50	\$ 380.00	\$ 4,512.50
6	03-0500150-0	CAP, 2" PVC SCH 40	\$ 2.51	\$ 15.86	\$ 1.32	\$ 1.51	\$ 17.88
24	03-0500124-0	COUPLER, 4" PVC SCH 40	\$ 1.64	\$ 39.36	\$ 3.44	\$ 3.94	\$ 46.74
4	03-0500126-0	COUPLER, SLIP 4" PVC SCH 40	\$ 9.87	\$ 39.68	\$ 3.38	\$ 3.87	\$ 45.94
8	03-0500142-0	SWEEP, 2" x 90 DEGREE x 24" PVC SCH 40	\$ 17.88	\$ 143.03	\$ 12.52	\$ 14.30	\$ 169.85
20	03-0500133-0	SWEEP, 2" x 90 DEGREE x 36" PVC SCH 40	\$ 10.90	\$ 218.00	\$ 19.08	\$ 21.80	\$ 258.88
12	03-0500136-0	SWEEP, 2" x 22 1/2 DEGREE x 48" PVC SCH 40	\$ 11.53	\$ 138.34	\$ 12.10	\$ 13.83	\$ 164.28
8	03-0500159-0	SWEEP, 2" x 45 DEGREE x 36" PVC SCH 40	\$ 8.18	\$ 85.44	\$ 7.73	\$ 8.56	\$ 77.11
400	03-0410105-0	WIRE, 2C #6 SOLID, TWISTED TRACK	\$ 2.03	\$ 811.96	\$ 71.05	\$ 81.20	\$ 964.20
2000	03-0410130-0	CABLE, 7C #6 SOLID, DIRECT BURIAL	\$ 8.67	\$ 17,147.60	\$ 1,600.42	\$ 1,714.76	\$ 20,362.78
2000	03-0410140-0	CABLE, 7C #14 SOLID, DIRECT BURIAL	\$ 2.07	\$ 4,149.20	\$ 363.06	\$ 414.92	\$ 4,927.18
100	03-0411000-0	CABLE, 3C #2 STR Wtg Ground, DIRECT BURIAL POWER	\$ 13.98	\$ 2,796.00	\$ 244.85	\$ 279.60	\$ 3,320.25
200	03-3600190-0	WIRE, ETFE #16 3wg TEFLON WIRE (500'DL)	\$ 19.50	\$ 224.25	\$ 19.45	\$ 22.23	\$ 263.92
200	03-3600190-0	WIRE, ETFE #10 3wg TEFLON WIRE (500'DL)	\$ 1.03	\$ 1,030.00	\$ 90.13	\$ 103.00	\$ 1,223.13
1	03-3860021-0	WIRE, #6 3wg BOND STRAND INSULATED 1/16" PVC JACKET 500' ROLL	\$ 655.19	\$ 655.19	\$ 57.33	\$ 65.52	\$ 778.04
400	03-3860050-0	WIRE, CASE #6 3wg FLEX 1/2 x 37 STRAND (BLACK)	\$ 1.13	\$ 452.00	\$ 39.55	\$ 45.20	\$ 536.75
100	03-3860123-0	WIRE, CASE 1C #6 3wg (1C x 37 STRAND GROUND LEADS) GREEN TEFLON	\$ 1.78	\$ 178.15	\$ 15.59	\$ 17.82	\$ 211.55
1	03-070031-0	SLEEVE, SPLICING BOND STRAND TO #6 SOLID 3/16 X	\$ 150.63	\$ 150.63	\$ 13.18	\$ 15.06	\$ 178.88
1	03-0270035-0	SHOT, CADWELD POWDER ONLY (50g BOX)	\$ 2.01	\$ 20.10	\$ 1.76	\$ 2.01	\$ 23.87
10	03-0270026-0	CLIP, RAIL (100'BOX) BOND	\$ 4.71	\$ 47.10	\$ 4.12	\$ 4.71	\$ 55.94
200	03-3860004-0	WIRE #6 AWG SOFT DRAWN BARE COPPER	\$ 0.61	\$ 101.26	\$ 8.86	\$ 10.13	\$ 120.25
2	03-0810016-0	TERMINAL AMP RING #14-16 3wg 1/4" STUD PIDG (BOX/500)	\$ 124.02	\$ 248.03	\$ 21.70	\$ 24.80	\$ 294.54
1	03-0800043-0	TERMINAL AMP RING #6 3wg 5/16" STUD (BOX/50)	\$ 31.43	\$ 31.43	\$ 2.75	\$ 3.14	\$ 37.32
3	03-0811003-0	TERMINAL AMP RING #10-12 3wg 1/4" STUD PIDG (BOX/100)	\$ 23.82	\$ 71.46	\$ 6.25	\$ 7.15	\$ 84.86
1	03-0800040-0	TERMINAL AMP RING # 8 3wg 1/4" STUD (PER 100)	\$ 31.43	\$ 31.43	\$ 2.75	\$ 3.14	\$ 37.32
1	03-2000100-0	STROBE, POKE (POWER OFF INDICATION LIGHT)	\$ 17.33	\$ 17.33	\$ 1.52	\$ 1.73	\$ 20.58
1	03-2000101-0	CAGE, PROTECTIVE 5"X5"X5"	\$ 31.14	\$ 31.14	\$ 2.72	\$ 3.11	\$ 36.98
200	03-2401000-0	TERMINAL NUT FLAT (BEVELED EDGES) AAR (14/24) (100 PKG)	\$ 0.19	\$ 37.96	\$ 3.32	\$ 3.80	\$ 45.08
200	03-2401010-0	TERMINAL NUT, (CROWN) AAR (14/24) (100 PKG)	\$ 0.31	\$ 62.00	\$ 5.43	\$ 6.20	\$ 73.63
200	03-3621020-0	TERMINAL WASHER, FLAT AAR (100 PKG)	\$ 0.10	\$ 20.94	\$ 1.83	\$ 2.09	\$ 24.97
200	03-3621030-0	TERMINAL WASHER, (BEVELED) AAR (100 PKG)	\$ 0.12	\$ 24.16	\$ 2.11	\$ 2.42	\$ 28.89
2	03-0800064-0	STRAP, AAR 12 HOLE BUSS	\$ 1.87	\$ 3.74	\$ 0.33	\$ 0.37	\$ 4.44
3	03-0800065-0	STRAP, AAR 36 HOLE BUSS	\$ 5.40	\$ 16.20	\$ 1.42	\$ 1.62	\$ 19.24
10	03-0809011-0	BREAKER, 20 amp SINGLE POLE SQ-D QO120	\$	\$ 0.00	\$	\$	\$
35	03-0812020-0	WAGO BLOCK, TERMINAL, SIDE ENTRY 24-6 3wg	\$ 4.58	\$ 434.92	\$ 39.06	\$ 43.49	\$ 516.50
30	03-0812022-0	WAGO JUMPER, TERMINAL 24-6 3wg BLOCK	\$ 19.50	\$ 1,254.35	\$ 153.55	\$ 175.40	\$ 2,083.80
18	03-0812024-0	WAGO STOP, END 10mm 24-6 3wg BLOCK	\$ 0.75	\$ 13.53	\$ 1.18	\$ 1.35	\$ 16.07
9	03-0812025-0	WAGO PLATE, END 24-6 3wg BLOCK	\$ 0.94	\$ 8.42	\$ 0.74	\$ 0.84	\$ 9.99
1	03-0812026-0	WAGO, BASE, TERMINAL 28-14 3wg DINN RAIL MOUNTING (FOR LAMP TEST / PUSH BUTTON SWITCH BELOW)	\$ 10.46	\$ 10.46	\$ 0.92	\$ 1.05	\$ 12.42
1	03-0812027-0	WAGO SWITCH, TERMINAL SPST (LAMP TEST)	\$ 29.12	\$ 29.12	\$ 2.56	\$ 2.91	\$ 34.58
5	03-0812055-0	RAIL, DINN FOR WAGO TERMINALS/BREAKERS 36" x 15mm LENGTH	\$ 15.29	\$ 76.45	\$ 6.69	\$ 7.65	\$ 90.78
2	03-1620032-0	SLEEVE, WMS-411 LABEL 2-6 3wg FOR ID PRO PRINTER (500'RL)	\$ 421.84	\$ 843.67	\$ 73.82	\$ 84.37	\$ 1,001.86
2	03-1620052-0	SLEEVE, WIRE BRADY 4-6 3wg 9-6676W (500'RL)	\$ 272.46	\$ 544.92	\$ 47.68	\$ 54.49	\$ 647.10
3	03-2220063-0	SCREW, #6 x 1" PARTICLE BOARD (BOX /100)	\$ 3.21	\$ 98.63	\$ 8.64	\$ 9.96	\$ 114.44
1	03-3020006-0	RELAY, TERMINAL, crimp style 10/12 3wg (BOX/100) SAFE TRAX /GRS RELAYS	\$ 3.06	\$ 33.06	\$ 2.87	\$ 3.31	\$ 3.63
1	03-3020005-0	RELAY, TERMINAL, crimp style 14/16 3wg (BOX/100) SAFE TRAX /GRS RELAYS	\$ 3.89	\$ 38.91	\$ 3.34	\$ 3.89	\$ 46.23
1	03-3020007-0	RELAY, TERMINAL, crimp style 10/12 3wg (BOX/100)US&S RELAYS	\$ 4.12	\$ 41.12	\$ 3.56	\$ 4.12	\$ 49.80
1	03-3020008-0	RELAY, TERMINAL, crimp style 14/16 3wg (BOX/100)US&S RELAYS	\$ 4.92	\$ 49.20	\$ 4.28	\$ 4.92	\$ 59.40
9	03-3021000-0	BAR, RELAY MOUNTING 19" RACK	\$ 24.01	\$ 216.07	\$ 18.91	\$ 21.61	\$ 266.58
1	03-3022202-0	BASE, RELAY 11 PIN (USE WITH KRPA-14DG-12 3PDT)	\$ 5.25	\$ 5.25	\$ 0.46	\$ 0.53	\$ 6.23
1	03-3022225-0	RELAY, KRPA-14DG-12 (FOR 12VDC COIL 3PDT CONTACTS)	\$ 17.08	\$ 17.08	\$ 1.49	\$ 1.71	\$ 20.28
1	04-0810902-0	CONTROLLER, CROSSING SOLID STATE SSSC IV 40 amp w/ COMMON RETURN GATE CONTROL 91210	\$ 6,928.25	\$ 6,928.25	\$ 606.22	\$ 692.83	\$ 8,227.30
1	04-0811201-0	E-TRACK 4000 GCP SYSTEM WITH 40 AMP WARNING DEVICE CONTROL	\$ 62,090.68	\$ 62,090.68	\$ 5,432.93	\$ 6,209.07	\$ 73,732.68
1	04-0811226-0	MODULE, GCP4000 TRANSFER FOR E-TRACK/2 RIO REDUNDANT SYSTEM	\$ 1,587.40	\$ 1,587.40	\$ 139.90	\$ 158.74	\$ 1,886.03
2	04-0811220-0	MODULE, GCP4000 CPU-II PLUS PROCESSOR	\$ 2,928.18	\$ 5,856.35	\$ 512.43	\$ 585.64	\$ 6,954.42
2	04-0811235-0	MODULE, GCP4000 RELAY INPUT/OUTPUT (RIO)	\$ 1,380.04	\$ 2,760.08	\$ 241.51	\$ 276.01	\$ 3,277.60
2	04-0811224-0	MODULE, GCP4000 SSSC-III CROSSING CONTROLLER	\$ 2,319.08	\$ 4,638.16	\$ 405.84	\$ 463.82	\$ 5,507.82
2	04-0811240-0	MODULE GCP4000 TRACK	\$ 4,016.54	\$ 8,033.08	\$ 703.24	\$ 803.71	\$ 9,544.03

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit E  
SCRRA Procured Materials List

QTY.	SCRRA Part Number	JUNIPER MATERIALS DESCRIPTION	UNIT \$	EQUIP. \$	TAX 8.75%	SHIPPING 10%	TOTAL \$
1	04-0811229-0	MODULE, GCP4000 STAND ALONE DISPLAY	\$ 3,612.85	\$3,612.85	\$ 316.12	\$ 361.29	\$ 4,290.25
2	03-0009589-0	COVER MYLAR BACKING FOR RIO SLOTT ON GCP 4000 PIN-Z610-39589-002	\$ 39.51	\$78.02	\$ 6.86	\$ 7.86	\$ 93.25
100	03-0500070-0	DUCT, WIRING 2" x 3" x 72" (20-8' pgs. in case)	\$ 5.37	\$536.66	\$ 46.96	\$ 53.67	\$ 637.3
100	03-0500070-0	DUCT, COVER, WIRING 2" x 72" (20-6' pgs. in case)	\$ 1.31	\$130.99	\$ 11.46	\$ 13.10	\$ 155.9
8	05-3050010-0	SENSOR, NAS CURRENT SENSOR w/ 25' CABLE	\$ 105.28	\$842.24	\$ 73.70	\$ 84.22	\$ 1,000.1
1	05-3051062-0	ANALYZER, MICRO DATA ANALYZER w/ JLSM DTMF RADIO AND T96SR VHF DATA RADIO w/ 4 SENSORS	\$ 4,550.00	\$4,550.00	\$ 398.13	\$ 455.00	\$ 5,403.1
1	05-3051061-0	ANALYZER, MICRO DATA ANALYZER w/ JLSM DTMF RADIO AND T96SR VHF DATA RADIO & SENSORS	\$ 4,000.00	\$4,000.00	\$ 350.00	\$ 400.00	\$ 4,750.0
8	03-3020500-0	RELAY, 500 ohm BIASED A62-125 / 400900 (TAB 3) w/ BASE	\$ 986.48	\$7,891.84	\$ 690.54	\$ 789.18	\$ 9,371.6
8	03-3020002-0	BASE, RELAY B-1, SINGLE, A62-506 / ST1	\$ 65.37	\$522.99	\$ 45.76	\$ 52.30	\$ 621.0
4	03-0810340-0	SURGE PROTECTOR, AC POWER SP20-2A (20 amps. max)	\$ 141.00	\$564.01	\$ 49.35	\$ 56.40	\$ 669.7
3	03-0810345-0	SURGE PROTECTOR, DC SP24-2A (25 amps. max)	\$ 232.61	\$698.43	\$ 61.11	\$ 69.84	\$ 829.3
150	03-0810365-0	SURGE PROTECTOR, CLEARVIEW w/ BASE (SHIPPED 10 PER BOX)	\$ 18.51	\$2,776.43	\$ 242.94	\$ 277.84	\$ 3,297.0
2	03-0810075-0	SURGE PROTECTOR, EQUALIZER w/ BASE (SHIPPED 10 PER BOX)	\$ 18.66	\$39.32	\$ 3.44	\$ 3.93	\$ 46.7
1	03-3600170-0	CHARGER, ERB-C BLUE 12 VDC 20 amp "C" SERIES PROGRAMMABLE w/ TEMP PROBE & ALARMS	\$ 960.00	\$960.00	\$ 84.00	\$ 96.00	\$ 1,140.0
3	03-3600171-0	CHARGER, ERB-C BLUE 12 VDC 40 amp "C" SERIES PROGRAMMABLE w/ TEMP PROBE & ALARMS	\$ 747.50	\$2,242.50	\$ 196.22	\$ 224.25	\$ 2,662.9
6	03-3600090-0	CELL, SINGLE 240 AH LEAD ACID "WET" EXIDE TYPE ELM-240	\$ 240.00	\$1,440.00	\$ 126.00	\$ 144.00	\$ 1,710.0
18	03-3600092-0	CELL, SINGLE 425 AH LEAD ACID "WET" EXIDE TYPE ELM-425	\$ 424.87	\$7,647.58	\$ 669.16	\$ 764.76	\$ 9,081.6
54	03-0810050-0	BLOCK, TERMINAL AAR 12 WAY	\$ 17.96	\$970.04	\$ 84.88	\$ 97.00	\$ 1,151.9
6	03-0810020-0	BLOCK, TERMINAL AAR 2 WAY	\$ 5.52	\$33.11	\$ 2.90	\$ 3.31	\$ 39.3
3	03-3450011-0	STRAP, AAR 2 HOLE 1" w/ GOLD TEST NUT (PKG/50)	\$ 2.30	\$6.89	\$ 0.60	\$ 0.69	\$ 8.1
2	03-0800061-0	STRAP, AAR 2 HOLE 1" (PKG/100)	\$ 19.00	\$98.00	\$ 8.55	\$ 9.80	\$ 45.1
1	03-0800062-0	STRAP, AAR 2 HOLE 2 3/8" (PKG/100)	\$ 0.62	\$0.62	\$ 0.05	\$ 0.06	\$ 0.7
1	03-0814000-0	PEDESTAL, AC SERVICE w/ METER BASE, 100 AMP MAIN DISCONNECT, SCE APPROVED (GREEN STEEL WITH MOUNTING BASE)	\$ 1,220.63	\$1,220.63	\$ 106.82	\$ 122.08	\$ 1,449.7
1	03-1820108-0	TAPE, CAUTION DITCH BURIAL, REFLECTIVE "METROLINK" 6" x 1000'	\$ 100.23	\$100.23	\$ 8.77	\$ 10.02	\$ 119.0
6	03-0800140-0	ROD, GROUND 3/4" x 10' COPPER CLAD	\$ 30.86	\$185.14	\$ 16.20	\$ 18.51	\$ 219.8
6	03-0800142-0	ROD, GROUND ONE SHOT #6 COPPER (12 min)	\$ 11.12	\$66.71	\$ 5.84	\$ 6.67	\$ 79.2
5	03-1101050-0	CABLE TIE, "SMALL" (PKG/100) 4"	\$ 8.76	\$43.80	\$ 3.83	\$ 4.38	\$ 52.0
5	03-1101051-0	CABLE TIE, "MEDIUM" (PKG/100) 6"	\$ 19.66	\$99.30	\$ 8.69	\$ 9.93	\$ 117.9
5	03-0801052-0	CABLE TIE, "LARGE" (PKG/100) 8"	\$ 18.11	\$90.55	\$ 7.92	\$ 9.06	\$ 107.2
5	03-0801053-0	CABLE TIE, "X-LARGE" (PKG/50) 15"	\$ 61.03	\$305.15	\$ 26.70	\$ 30.52	\$ 362.8
1	03-0800110-0	TAPE, ELECTRICAL (BLACK) 3/4" 3M SUPER 88 (10 PACK)	\$ 4.30	\$4.30	\$ 0.38	\$ 0.43	\$ 5.1
1	03-0800115-0	TAPE, ELECTRICAL RUBBER SPLICING 3M #32 3/4" x 30'	\$ 19.89	\$19.89	\$ 1.74	\$ 1.99	\$ 23.6
1	03-0801045-0	SEALANT, SCOTCHKOTE 3M	\$ 29.67	\$29.67	\$ 2.60	\$ 2.97	\$ 35.2
1	03-0270031-0	SLEEVE, SPLICING BOND STRAND TO #6 SOLID 3/16 - #6 (100/box)	\$ 150.63	\$150.63	\$ 13.16	\$ 15.06	\$ 178.8
4	04-3810032-0	ARM, GATE ALUM-A-GLASS 26" w/ MOUNTING HARDWARE w/ LAMPS	\$ 339.30	\$0.00	\$ -	\$ -	\$ -
2	04-3810040-0	ARM, GATE ALUM-A-GLASS 33" w/ MOUNTING HARDWARE w/ LAMPS	\$ 880.00	\$1,760.00	\$ 154.00	\$ 176.00	\$ 2,090.0
4	04-3813041-0	ARM, GATE PEDESTRIAN FIBERGLASS 8' 9"	\$ 103.00	\$412.00	\$ 36.05	\$ 41.20	\$ 489.2
4	04-3813199-0	LIGHT, GATE SET w/ (2) LED LIGHTS FOR PEDESTRIAN GATE ARM (COMPLETE WITH PLUG-IN CORDS AND MOUNTING HARDWARE)	\$ 165.00	\$660.00	\$ 57.75	\$ 66.00	\$ 783.7
2	04-3813200-0	LIGHT, GATE SET w/ (3) LED LIGHTS FOR STANDARD GATE ARM (COMPLETE WITH PLUG-IN CORDS AND MOUNTING HARDWARE)	\$ 62.00	\$124.00	\$ 10.85	\$ 12.40	\$ 147.2
2	04-3813498-0	STICKER, EXIT DECAL ARROW LEFT	\$ 6.06	\$12.12	\$ 1.06	\$ 1.21	\$ 14.3
2	04-3813499-0	STICKER, EXIT DECAL ARROW RIGHT	\$ 6.06	\$12.12	\$ 1.06	\$ 1.21	\$ 14.3
6	03-0808229-0	DIODE, GATE CONTROL	\$ 54.24	\$325.43	\$ 28.47	\$ 32.54	\$ 386.4
1	03-2221002-0	SCREW, #6 x 1-1/4" PARTICLE BOARD (BOX /100)	\$ 2.26	\$2.26	\$ 0.20	\$ 0.23	\$ 2.6
1	03-2220092-0	SCREW, 1/4-20 x 1 1/2" MACHINE (BOX /100)	\$ 10.11	\$10.11	\$ 0.88	\$ 1.01	\$ 12.0
1	03-2400010-0	NUT, 1/4 - 20 HEX (BOX /100)	\$ 1.42	\$1.42	\$ 0.12	\$ 0.14	\$ 1.6
1	03-2400021-0	NUT, 1/4 - 20 HEX PLATED, NYLOX (BOX /100)	\$ 2.00	\$2.00	\$ 0.18	\$ 0.20	\$ 2.3
1	03-3820010-0	WASHER, 1/4" FLAT (BOX /100)	\$ 1.74	\$1.74	\$ 0.15	\$ 0.17	\$ 2.0
1	03-3250103-0	SHUNT, DUMMY LOAD (1000 ft.)	\$ 45.00	\$45.00	\$ 3.94	\$ 4.50	\$ 53.4
1	03-3250105-0	SHUNT, DUMMY LOAD (2000 ft.)	\$ 55.00	\$55.00	\$ 4.81	\$ 5.50	\$ 65.3
2	04-3252285-0	SHUNT, NARROW BAND, NB-S-2 FREQ. 285 hz	\$ 660.00	\$1,320.00	\$ 115.50	\$ 132.00	\$ 1,667.5
2	04-3815050-0	KIT, SIGNAL, FLASHING LED LIGHT ASSEMBLY (single direction) (CPUC#8) (w/ cross-buck, XX track sign, mounting brackets, and hardware) (use Z062-M-0180 for back lights if necessary) ORDER FOUNDATION SEPARATELY	\$ 233.00	\$932.00	\$ 81.55	\$ 93.20	\$ 1,106.7
4	04-3816018-0	BELL, ELECTRONIC, OMNI-DIRECTIONAL FOR 5" MAST	\$ 233.00	\$932.00	\$ 81.55	\$ 93.20	\$ 1,106.7
6	04-3810183	SIGNAL, CROSSING FLASHER, 2-way w/ 12" LED LAMPS COMPLETE (side lights) w/ BRACKETS, 24" backgrounds	\$ 1,202.48	\$7,214.88	\$ 631.80	\$ 721.49	\$ 8,567.6
4	04-3815068-0	KIT, TALL PED CROSSING GATE ASSEMBLY (w/ S-60 mech, conversion bracket, cast adapter, 5' x 14' 0" aluminum mast, split junction box base, and electronic bell) ORDER GATE ARM, GATE ARM LED LIGHTS, EXIT STICKERS & FOUNDATION SEPARATELY	\$ 7,594.83	\$30,139.32	\$ 2,637.19	\$ 3,013.93	\$ 35,780.4
				\$241,831.91	\$ 21,160.29	\$ 24,183.19	\$ 287,175.4
							\$ 287,175.4

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit E  
SCRRRA Procured Materials List

QTY.	SCRRRA Part Number	SIERRA AVE MATERIALS DESCRIPTION	UNIT \$	EQUIP. \$	TAX 8.75%	SHIPPING 10%	TOTAL
4	03-1040014-0	FOUNDATION, 48" FOR PED GATE w/STUB MAST COMPLETE (6 3/4"x 6 3/4" MOUNTING BOLT PATTERN)	\$ 314.55	\$1,258.20	\$ 110.09	\$ 125.82	\$ 1,4
6	03-2220048-0	CEMENT, PVC QT. SIZE (GRAY)	\$ 7.93	\$47.57	\$ 4.16	\$ 4.76	\$
8	03-2880020-0	BOX, PULL FIBERGLASS 24"L x 13"W x 18"D w/ POLYMER COVER, NON MARKING (CALTRANS #6) (FOR GATE, JUNCTION BOXES/INBS TERMINATION)	\$ 123.13	\$985.02	\$ 86.19	\$ 98.50	\$ 1.1
2	03-2880007-0	BOX, PULL CONCRETE 17"L x 10"W x 12"D w/ COVER (CALTRANS #5) (LOOP SPLICING/TRACK WIRE/DOWNS & TJC TERMINATION)	\$ 254.29	\$508.58	\$ 44.50	\$ 50.86	\$ 6
4	03-2880021-0	BOX, PULL CONCRETE 4'L x 4'W x 4'D w/ CLOSED BOTTOM and 2pc BOLT DOWN DIAMOND PLATE GALVANIZED COVER	\$ 1,858.45	\$7,433.80	\$ 650.46	\$ 743.38	\$ 8.8
1,140	03-0500105-0	CONDUIT, 4" x 20' PVC SCH 40 (20 FT PIECES)	\$ 1.52	\$1,732.80	\$ 151.62	\$ 173.28	\$ 2.0
6	03-0500150-0	CAP, 4" PVC SCH 40	\$ 2.51	\$15.06	\$ 1.32	\$ 1.51	\$
24	03-0500124-0	COUPLER, 4" PVC SCH 40	\$ 1.64	\$39.36	\$ 3.44	\$ 3.94	\$
4	03-0500126-0	COUPLER, SLIP 4" PVC SCH 40	\$ 9.67	\$36.68	\$ 3.38	\$ 3.67	\$
8	03-0500142-0	SWEEP, 4" x 90 DEGREE x 24" PVC SCH 40	\$ 17.88	\$143.03	\$ 12.52	\$ 14.30	\$ 1
20	03-0500133-0	SWEEP, 4" x 90 DEGREE x 86" PVC SCH 40	\$ 10.90	\$218.00	\$ 19.08	\$ 21.80	\$ 2
1,500	03-0410130-0	CABLE, 7C #6 SOLID, DIRECT BURIAL	\$ 8.57	\$12,860.70	\$ 1,125.31	\$ 1,286.07	\$ 15.2
1,500	03-0410140-0	CABLE, 7C #14 SOLID, DIRECT BURIAL	\$ 2.07	\$3,111.90	\$ 272.29	\$ 311.19	\$ 3.6
1,500	03-0410150-0	CABLE, 12C #14 SOLID, DIRECT BURIAL	\$ 3.52	\$5,272.80	\$ 461.37	\$ 527.28	\$ 6.2
200	03-0411000-0	CABLE, 3C #2 Str w/o ground, DIRECT BURIAL POWER	\$ 13.98	\$2,796.00	\$ 244.65	\$ 279.60	\$ 3.3
500	03-3860180-0	WIRE, ETFE #16 awg TEFZIL WIRE (500R/L)	\$ 0.44	\$222.25	\$ 19.45	\$ 22.23	\$ 2
1000	03-3860190-0	WIRE, ETFE #10 awg TEFZIL WIRE (500R/L)	\$ 1.03	\$1,030.00	\$ 90.13	\$ 103.00	\$ 1.2
200	03-3860050-0	WIRE, CASE #6 awg FLEX 1/C x 3/7 STRAND (BLACK)	\$ 1.13	\$216.00	\$ 19.78	\$ 22.60	\$ 2
100	03-3860123-0	WIRE, CASE 1C #6 awg 1/C x 3/7 STRAND GROUND LEADS GREEN TEFZIL	\$ 1.78	\$178.15	\$ 15.59	\$ 17.82	\$ 2
1	03-0270026-0	CLIP, RAIL (100 BOX) BOND	\$ 4.71	\$4.71	\$ 0.41	\$ 0.47	\$
28	03-3440514-0	SLEEVE, NICO PRESS CRIMP #14	\$ 0.50	\$14.00	\$ 1.23	\$ 1.40	\$
2	03-0810016-0	TERMINAL AMP RING #14-16 awg 1/4" STUD PIDG (BOX/500)	\$ 124.02	\$248.03	\$ 21.70	\$ 24.80	\$ 2
1	03-0800043-0	TERMINAL AMP RING #6 awg 5/16" STUD (BOX/50) NON INSULATED / FOR BATTERY STUDS	\$ 31.43	\$31.43	\$ 2.75	\$ 3.14	\$
3	03-0811003-0	TERMINAL AMP RING #10-12 awg 1/4" STUD PIDG (BOX/100)	\$ 23.82	\$71.46	\$ 6.25	\$ 7.15	\$
1	03-0800040-0	TERMINAL AMP RING #6 awg 1/4" STUD (PER 100)	\$ 31.43	\$31.43	\$ 2.75	\$ 3.14	\$
1	03-2000100-0	STROBE, POKE (POWER OFF INDICATION LIGHT)	\$ 17.33	\$17.33	\$ 1.52	\$ 1.73	\$
1	03-2000101-0	CAGE, PROTECTIVE 5"X5"X5"	\$ 31.14	\$31.14	\$ 2.72	\$ 3.11	\$
200	03-2401000-0	TERMINAL NUT, FLAT (BEVELED EDGES) AAR (14/24) (100 PKG)	\$ 0.19	\$37.96	\$ 3.32	\$ 3.80	\$
200	03-2401010-0	TERMINAL NUT, (CROWN) AAR (14/24) (100 PKG)	\$ 0.31	\$62.00	\$ 5.43	\$ 6.20	\$
200	03-3821020-0	TERMINAL WASHER (FLAT) AAR (100 PKG)	\$ 0.10	\$20.94	\$ 1.83	\$ 2.09	\$
200	03-3821030-0	TERMINAL WASHER (BEVELED) AAR (100 PKG)	\$ 0.12	\$24.16	\$ 2.11	\$ 2.42	\$
6	03-0800065-0	STRAP, AAR 36 HOLE BUSS	\$ 5.40	\$32.40	\$ 2.84	\$ 3.24	\$
2	03-0809011-0	BREAKER, 20 amp SINGLE POLE SQ-D QO120	\$ -	\$0.00	\$ -	\$ -	\$
150	03-0812020-0	WAGO, BLOCK, TERMINAL, SIDE ENTRY, 24-6 awg	\$ 4.58	\$686.76	\$ 60.09	\$ 68.68	\$ 8
200	03-0812022-0	WAGO, JUMPER, TERMINAL, 24-6 awg BLOCK	\$ 19.50	\$3,899.66	\$ 341.22	\$ 389.97	\$ 4.6
4	03-0812024-0	WAGO, STOP, END, 10mm 24-6 awg BLOCK	\$ 0.75	\$3.01	\$ 0.26	\$ 0.30	\$
4	03-0812025-0	WAGO, PLATE, END, 24-6 awg BLOCK	\$ 0.94	\$3.74	\$ 0.33	\$ 0.37	\$
1	03-0812026-0	WAGO, BASE, TERMINAL 28-14 awg DINN RAIL MOUNTING (FOR LAMP TEST / PUSH BUTTON SWITCH BELOW)	\$ 10.46	\$10.46	\$ 0.92	\$ 1.05	\$
1	03-0812027-0	WAGO, SWITCH, TERMINAL SPST (LAMP TEST)	\$ 29.12	\$29.12	\$ 2.55	\$ 2.91	\$
6	03-0812505-0	RAIL, DINN FOR WAGO TERMINALS / BREAKERS 36" x 15mm LENGTH	\$ 15.29	\$91.74	\$ 8.03	\$ 9.17	\$ 1
2	03-1620032-0	SLEEVE, WMS-411 LABEL, 4-6 awg FOR ID PRO PRINTER (500R/L)	\$ 421.84	\$843.67	\$ 73.62	\$ 84.37	\$ 1.0
2	03-1620052-0	SLEEVE, WIRE BRADY 4-6 awg 9-6678W (500R/L)	\$ 272.48	\$544.93	\$ 47.68	\$ 54.49	\$ 6
2	03-1620053-0	SLEEVE, WIRE BRADY 2-4 awg 9-97508W (500R/L)	\$ -	\$0.00	\$ -	\$ -	\$
2	03-2040040-0	PLYWOOD, MDO DOUBLE SIDED 4' x 8' x 3/4"	\$ -	\$0.00	\$ -	\$ -	\$
3	03-2220063-0	SCREW, #6 x 1" PARTICLE BOARD (BOX/100)	\$ 3.21	\$9.63	\$ 0.84	\$ 0.96	\$
2	03-3020006-0	RELAY, TERMINAL, crimp style 10/12 awg (BOX/100) SAFETRAN / GRS RELAYS	\$ 3.06	\$6.12	\$ 0.54	\$ 0.61	\$
2	03-3020005-0	RELAY, TERMINAL, crimp style 14/16 awg (BOX/100) SAFETRAN / GRS RELAYS	\$ 3.89	\$7.78	\$ 0.68	\$ 0.78	\$
3	03-3021000-0	BAR, RELAY MOUNTING TP RACK	\$ 24.01	\$72.03	\$ 6.30	\$ 7.20	\$
1	03-3022202-0	BASE, RELAY 11 PIN (USE WITH KRPA-14DG-12 3PDT)	\$ 5.25	\$5.25	\$ 0.46	\$ 0.53	\$
1	03-3022225-0	RELAY, KRPA-14DG-12 (FOR DVDC COIL 3PDT CONTACTS)	\$ 17.08	\$17.08	\$ 1.49	\$ 1.71	\$
1	04-0810902-0	CONTROLLER, CROSSING SOLID STATE SSCC IV 40 amp w/ COMMON RETURN GATE CONTROL 91210	\$ 6,928.25	\$6,928.25	\$ 606.22	\$ 692.83	\$ 8.2
1	04-0811201-0	6-TRACK 4000 GCP SYSTEM WITH 40 AMP WARNING DEVICE CONTROL	\$62,090.68	\$62,090.68	\$ 5,432.93	\$ 6,209.07	\$ 73.7
1	04-0811226-0	MODULE, GCP4000 TRANSFER FOR 6-TRACK/2 RIO REDUNDANT SYSTEM	\$ 1,587.40	\$1,587.40	\$ 138.96	\$ 158.74	\$ 1.8
2	04-0811220-0	MODULE, GCP4000 CPU/II PLUS PROCESSOR	\$ 2,928.18	\$5,856.35	\$ 512.43	\$ 585.64	\$ 6.9
2	04-0811235-0	MODULE, GCP4000 RELAY INPUT/OUTPUT (RIO)	\$ 1,380.04	\$2,760.08	\$ 241.51	\$ 276.01	\$ 3.2
2	04-0811224-0	MODULE, GCP4000 SSCC/III CROSSING CONTROLLER	\$ 2,319.08	\$4,638.16	\$ 405.84	\$ 463.82	\$ 5.5
4	04-0811240-0	6-TRACK 4000 TRACK	\$ 4,018.54	\$16,074.16	\$ 1,406.42	\$ 1,607.42	\$ 19.0
1	04-0811229-0	MODULE, GCP4000 STAND ALONE DISPLAY	\$ 3,612.85	\$3,612.85	\$ 316.12	\$ 361.29	\$ 4.2

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

COOPERATIVE AGREEMENT NO. 16-1001518

Exhibit E  
SCRRRA Procured Materials List

QTY.	SCRRRA Part Number	SIERRA AVE MATERIALS DESCRIPTION	UNIT \$	EQUIP. \$	TAX 8.75%	SHIPPING 10%	TOTAL \$
2	03-0809589-0	COVER MYLAR BACKING FOR RIO SLOT ON GCP 4000 PIN-Z610-39589-002	\$ 39.31	\$78.62	\$ 6.88	\$ 7.86	\$ 93.36
20	03-0900070-0	DUCT, WIRING 2" x 3" x 77' (20.6' per in case)	\$ 5.37	\$107.34	\$ 9.39	\$ 10.73	\$ 127.46
20	03-0900075-0	DUCT, COVER, WIRING 2" x 77' (20.6' per in case)	\$ 1.81	\$36.20	\$ 3.20	\$ 3.62	\$ 43.11
1	03-1620022-0	SLEEVE, WIRE BRADY 4-6 avg 9-6676W (5000box)	\$ 2,576.07	\$2,576.07	\$ 225.41	\$ 257.61	\$ 3,059.08
1	03-1620021-0	SLEEVE, WIRE BRADY 6-8 avg 9-6258W (5000box)	\$ 414.65	\$414.65	\$ 36.28	\$ 41.47	\$ 492.40
1	03-1620051-0	SLEEVE, WIRE BRADY 8-8 avg 9-6258W (5000RL)	\$ 189.18	\$189.18	\$ 16.55	\$ 18.92	\$ 224.65
1	05-3051062-0	ANALYZER, MICRO DATA ANALYZER w/ JLSM DTMF RADIO AND T96SR VHF DATA RADIO w/ 4 SENSORS	\$ 4,550.00	\$4,550.00	\$ 398.13	\$ 455.00	\$ 5,403.13
9	03-3029000-0	RELAY, 500 ohm BIASED A63, 125 / 400500 (TAB 3) w/ BASE	\$ 985.48	\$9,854.80	\$ 776.85	\$ 887.83	\$ 10,543.01
2	03-0810340-0	SURGE PROTECTOR, AC POWER SP20-2A (20 amps, max)	\$ 141.00	\$282.01	\$ 24.68	\$ 28.20	\$ 334.88
1	03-0810345-0	SURGE PROTECTOR, DC SP24-2A (25 amps, max)	\$ 232.81	\$232.81	\$ 20.37	\$ 23.28	\$ 276.46
20	03-0810365-0	SURGE PROTECTOR, CLEARVIEW w/o BASE (SHIPPED 10 PER BOX)	\$ 18.51	\$370.10	\$ 32.39	\$ 37.02	\$ 439.60
2	03-0810075-0	SURGE PROTECTOR, EQUALIZER w/o BASE (SHIPPED 10 PER BOX)	\$ 19.66	\$39.32	\$ 3.44	\$ 3.93	\$ 46.70
2	03-3600170-0	CHARGER, ERB-C BLUE 12 VDC 20 amp "C" SERIES PROGRAMMABLE w/ TEMP PROBE & ALARMS		\$0.00	\$ -	\$ -	\$ -
1	03-3600171-0	CHARGER, ERB-C BLUE 12 VDC 40 amp "C" SERIES PROGRAMMABLE w/ TEMP PROBE & ALARMS	\$ 747.50	\$747.50	\$ 65.41	\$ 74.75	\$ 887.66
18	03-3600092-0	CELL, SINGLE 425 AH LEAD ACID "WET" EXIDE TYPE ELM-425	\$ 424.87	\$7,647.58	\$ 669.16	\$ 764.76	\$ 9,081.51
40	03-0810050-0	BLOCK, TERMINAL AAR 12 WAY	\$ 17.96	\$718.55	\$ 62.57	\$ 71.85	\$ 853.28
14	03-0810020-0	BLOCK, TERMINAL AAR 2 WAY	\$ 5.52	\$77.25	\$ 6.76	\$ 7.72	\$ 91.73
7	03-3450111-0	STRAP, AAR 2 HOLE 1" w/ GOLD TEST NUT (PKG/50)	\$ 2.30	\$16.07	\$ 1.41	\$ 1.61	\$ 19.08
7	03-0800061-0	STRAP, AAR 2 HOLE 1" (PKG/100)	\$ 19.00	\$133.00	\$ 11.64	\$ 13.30	\$ 157.94
14	03-0800062-0	STRAP, AAR 2 HOLE 2 3/8" (PKG/100)	\$ 0.62	\$8.73	\$ 0.76	\$ 0.87	\$ 10.37
1	03-0814000-0	PEDESTAL, AC SERVICE w/ METER BASE, 100 AMP MAIN DISCONNECT, SCE APPROVED (GREEN STEEL WITH MOUNTING BASE)	\$ 1,220.83	\$1,220.83	\$ 106.52	\$ 122.08	\$ 1,449.74
1	03-1620105-0	TAPE, CAUTION DITCH BURIAL, REFLECTIVE "METROLINK" 8" x 100'	\$ 100.23	\$100.23	\$ 8.77	\$ 10.02	\$ 119.02
5	03-1101050-0	CABLE TIE, "SMALL" (PKG/100) 4"	\$ 8.76	\$43.80	\$ 3.83	\$ 4.38	\$ 52.01
5	03-1101051-0	CABLE TIE, "MEDIUM" (PKG/100) 6"	\$ 19.86	\$99.30	\$ 8.69	\$ 9.93	\$ 117.92
5	03-0801052-0	CABLE TIE, "LARGE" (PKG/100) 8"	\$ 18.11	\$90.55	\$ 7.92	\$ 9.06	\$ 107.53
5	03-0801053-0	CABLE TIE, "XLARGE" (PKG/50) 15"	\$ 61.03	\$305.15	\$ 26.70	\$ 30.52	\$ 362.37
1	03-0800110-0	TAPE, ELECTRICAL (BLACK) 3/4" 3M SUPER 88 (10 PACK)	\$ 4.30	\$4.30	\$ 0.38	\$ 0.43	\$ 5.11
1	03-0800115-0	TAPE, ELECTRICAL RUBBER SPLICING 3M #23 3/4" x 30'	\$ 19.89	\$19.89	\$ 1.74	\$ 1.99	\$ 23.61
1	03-0801045-0	SEALANT, SCOTCHKOTE 3M	\$ 29.81	\$29.81	\$ 2.60	\$ 2.97	\$ 35.23
1	03-0270031-0	SLEEVE, SPLICING BOND STRAND TO #6 SOLID 3/16 - #6 (100' box)	\$ 150.63	\$150.63	\$ 13.18	\$ 15.06	\$ 178.88
4	04-3810040-0	ARM, GATE ALUM.A.GLASS 33" w/ MOUNTING HARDWARE w/o LAMPS		\$0.00	\$ -	\$ -	\$ -
4	04-3810035-0	ARM, GATE SLEEVE 36"		\$0.00	\$ -	\$ -	\$ -
4	04-0292112-0	SUPPORT, GATE ARM HIGH WIND ADJUSTABLE FOR 5" MAST	\$ 120.06	\$480.24	\$ 42.02	\$ 48.02	\$ 570.29
4	04-3813041-0	ARM, GATE PEDESTRIAN FIBERGLASS 8" 5"	\$ 103.00	\$412.00	\$ 36.05	\$ 41.20	\$ 489.25
4	04-3813199-0	LIGHT, GATE SET w/ (2) LED LIGHTS FOR PEDESTRIAN GATE ARM (COMPLETE WITH PLUG-IN CORDS AND MOUNTING HARDWARE)	\$ 165.00	\$660.00	\$ 57.75	\$ 66.00	\$ 783.75
4	04-3813200-0	LIGHT, GATE SET w/ (3) LED LIGHTS FOR STANDARD GATE ARM (COMPLETE WITH PLUG-IN CORDS AND MOUNTING HARDWARE)		\$0.00	\$ -	\$ -	\$ -
8	03-0808229-0	DIODE, GATE CONTROL	\$ 54.24	\$433.90	\$ 37.97	\$ 43.39	\$ 515.26
2	03-2221002-0	SCREW #6 x 1-1/4" PARTICLE BOARD (BOX /100)	\$ 2.26	\$45.20	\$ 0.40	\$ 0.45	\$ 5.37
3	03-2400010-0	NUT, 1/4 - 20 HEX (BOX /100)	\$ 1.42	\$42.78	\$ 0.37	\$ 0.43	\$ 5.08
1	03-2400021-0	NUT, 1/4 - 20 HEX PLATED NYLON (BOX /100)	\$ 2.00	\$2.00	\$ 0.18	\$ 0.20	\$ 2.38
3	03-3820010-0	WASHER, 1/4" PLAT (BOX /100)	\$ 1.74	\$5.22	\$ 0.46	\$ 0.52	\$ 6.20
1	03-3250130-0	FILTER, TRACK TF- 86 Hz		\$0.00	\$ -	\$ -	\$ -
1	03-3250103-0	SHUNT, DUMMY LOAD (1000 ft.)		\$0.00	\$ -	\$ -	\$ -
2	03-3250105-0	SHUNT, DUMMY LOAD (2000 ft.)		\$0.00	\$ -	\$ -	\$ -
1		SHUNT, DUMMY LOAD (4000 ft.)		\$0.00	\$ -	\$ -	\$ -
2	04-3252086-0	SHUNT, NARROW BAND, NBS-2 FREQ 86 Hz		\$0.00	\$ -	\$ -	\$ -
2	04-3252285-0	SHUNT, NARROW BAND, NBS-2 FREQ 285 Hz		\$0.00	\$ -	\$ -	\$ -
6	03-2220122-0	SPLICE KIT, CABLE LARGE 82-A3.3M	\$ 71.24	\$427.44	\$ 37.40	\$ 42.74	\$ 507.59
4	04-3810153	SIGNAL, CROSSING FLASHER, 2way w/ 12" LED LAMPS COMPLETE (side lights) w/ BRACKETS, 24" backgrounds.	\$ 1,202.48	\$4,809.92	\$ 420.87	\$ 480.99	\$ 5,711.78
4	04-3815068-0	KIT, TALL PED CROSSING GATE ASSEMBLY (w/ S-60 mech, conversion bracket, cast adapter, 5" x 14" 0" aluminum mast, split junction box base, and electronic bell) ORDER GATE ARM, GATE ARM LED LIGHTS, EXIT STRICKERS & FOUNDATION SEPARATELY	\$ 7,534.83	\$30,139.32	\$ 2,637.19	\$ 3,013.93	\$ 35,790.44
4	04-1200006-0	GATE, KEEPER SPRING LOADED GATE ARM RETURN	\$ 1,590.00	\$6,360.00	\$ 556.50	\$ 636.00	\$ 7,552.50
				\$221,420.34	\$19,374.28	\$22,142.03	\$262,936.66

\$262,936.66

Attachment: 16-1001518 [Revision 1] (3061 : Fontana Grade Crossings Ped Improvement Project)

Exhibit F-1  
SCRRRA Grade Crossing Guidelines

Please refer to the current SCRRRA Grade Crossing Guidelines and Excavation Support Guidelines posted on Metrolink's website using the following links:

SCRRRA Highway-Rail Grade Crossings Recommended Design Practices and Standards Manual - June 30, 2009

[http://metrolinktrains.com/pdfs/EngineeringConstruction/Grade\\_Cross\\_Stand\\_Guidelines\\_Manual\\_10.03.16.pdf](http://metrolinktrains.com/pdfs/EngineeringConstruction/Grade_Cross_Stand_Guidelines_Manual_10.03.16.pdf)

SCRRRA Excavation Support Guidelines – July 2009

[http://metrolinktrains.com/pdfs/EngineeringConstruction/SCRRRA\\_Excavation\\_Support\\_Guidelines\\_July\\_2009.pdf](http://metrolinktrains.com/pdfs/EngineeringConstruction/SCRRRA_Excavation_Support_Guidelines_July_2009.pdf)

## Exhibit F-2

## SCRRA Form 37 Rules and Requirements for Construction on SCRRA right-of-Way

Please refer to the current SCRRA Form 37 Rules and Requirements for Construction on SCRRA Right-of-Way posted on Metrolink's website using the following link:

SCRRA Form 37 Rules and Requirements for Construction on SCRRA Right-of-Way  
SCRRA Grade Crossing Guidelines – October 2015

[http://metrolinktrains.com/pdfs/EngineeringConstruction/SCRRA\\_Form\\_No\\_37\\_10.15.pdf](http://metrolinktrains.com/pdfs/EngineeringConstruction/SCRRA_Form_No_37_10.15.pdf)

Exhibit F-3  
SCRRA Form 6-Temporary Right-of-Entry Agreement

Please refer to the current SCRRA Form 6 – Right of Entry Agreement and Exhibit A: Insurance Requirements posted on Metrolink’s website using the following link:

SCRRA Form 6 - Right of Entry Agreement – February 2015

[http://metrolinktrains.com/pdfs/EngineeringConstruction/SCRRA\\_Form\\_No\\_6\\_02.03.15.pdf](http://metrolinktrains.com/pdfs/EngineeringConstruction/SCRRA_Form_No_6_02.03.15.pdf)

## *Minute Action*

### AGENDA ITEM: 15

**Date:** *November 2, 2016*

**Subject:**

Morongo Basin Transit Authority - Short Range Transit Plan

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

- A. Receive and approve the Morongo Basin Transit Authority (MBTA) Short Range Transit Plan.
- B. Allocate \$25,985 in State Transit Assistance Funds - Population Share to MBTA in Fiscal Year 2016/2017 for a new total allocation of \$293,619.

**Background:**

San Bernardino Associated Governments (SANBAG), acting as the County Transportation Commission, requires each transit agency to prepare a short range transit plan (SRTP), which is a five-year operating and capital plan. This plan allows for SANBAG to review the operator's future transit projects and it provides important funding forecast information to ensure transit operators have the resources to operate over the next five years.

Operators typically update their SRTP every five years based on the funding projections given by SANBAG staff as well as performance trends analyzed through the SRTP process. Through the period of the SRTP, they will amend the plan to incorporate updated cost estimates and funding and to respond to changing needs. The SRTP is presented to the SANBAG Board for review and approval, and any updates necessary to account for actuals will be presented in conjunction with the annual funding allocations, at minimum.

The current MBTA SRTP focuses on the impact of the fare increase that was implemented in July 2012, performance trends, the proposed Joshua Tree National Park transit service, scheduling and reliability of their key route, Route 1, and lifeline services to the more rural areas of the Morongo Basin. The SRTP found that ridership is declining, which is in line with a national trend in declining bus ridership, as operating costs are increasing at a rate that outpaces the Consumer Price Index resulting in decreased farebox recovery and increased subsidies. The planned Joshua Tree National Park transit service is expected to improve performance such that a fare increase will not be necessary over the five-year period.

The following are the highlights of the resulting recommendations (the full outline is on pages 2 through 4 in the SRTP attached under separate cover):

*Entity: CTC*



**FY2016/2017**

- Implement Joshua Tree National Park (JTNP) service – With the National Park Service, MBTA staff, City of Twentynine Palms and SANBAG staff, it was determined that a bus service within the JTNP as well as to major retail locations would be beneficial to all parties. This would run during the peak season between November and April. The National Park Service will provide funding of \$200,000 to help with the cost of operating this service. Within the JTNP there will be 30 minute service and the bus from the JTNP to Twentynine Palms/Joshua Tree will have two hour service;
- Adopt a three-semester pilot program with Copper Mountain College to offer free fares in order to boost MBTA ridership and potentially help increase enrollment at Copper Mountain College;
- Implement changes to Route 1 which will include a time point at Walmart and improved class coordination with Copper Mountain College;
- Initiate discussion for a funding agreement with Reach-Out Morongo Basin to provide transit service to Pioneer Town and Johnson Valley for two days a week starting July 1, 2017;
- Purchase Automatic Vehicle Location (AVL/GPS) system to monitor schedule adherence and bus tracking starting with Route 1.

**FY2017/2018**

- Initiate service to Pioneer Town and Johnson Valley for two days a week starting July 1, 2017;
- Review and determine if the JTNP service should be expanded. If so implement those changes;
- Launch marketing campaign for Copper Mountain College students for free fare program;

**FY2018/2019**

- If AVL/GPS service is successful, purchase equipment for all other routes;
- Collaborate with the JTNP management to determine if the partnership should continue in FY2019/2020 and beyond;
- Evaluate the Copper Mountain College ridership and enrollment statistics with the administration of Copper Mountain College. Determine if the fare should be reinstated at \$.25 or \$.50 depending on the data collected from the free fare program.

**FY2019/2020**

- Place new buses into the JTNP service;
- Replace the FY 2010/2011 Goshen vehicles.

**FY2020/2021**

No new or major projects have been forecasted for this year; however, during this year MBTA will start their SRTP process again.

Additionally, staff is also requesting an additional allocation of \$25,985 of State Transit Assistance Funds to MBTA. During the SRTP process it was determined that MBTA needed additional dollars to help cover costs that had not been identified prior to the SRTP which were specifically for the JTNP Project. Table 1 shows the minor change to the funding allocation.

This funding is available and does not impact cash flow for any other operator.

**Table 1 – Revised Allocation to the MBTA**

<b>Fund Source</b>	<b>Original Allocation</b>	<b>Supplemental Allocation</b>	<b>Revised Allocation</b>
Local Transportation Fund	\$3,431,487		\$3,431,487
State Transit Assistance - Op	\$25,342		\$25,342
State Transit Assistance - Pop	\$267,634	\$25,985	\$293,619
LCTOP - Op	TBD		TBD
Prop 1B Security	\$4,888		\$4,888
Measure I SD	\$128,698		\$128,698
FTA Section 5311	\$288,271		\$288,271
CMAQ	\$855,961		\$855,961
<b>Total Allocation</b>	<b>\$5,002,281</b>	<b>\$25,985</b>	<b>\$5,028,266</b>

***Financial Impact:***

This item is consistent with the Fiscal Year 2016/2017 budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 13, 2016.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

# Morongo Basin Transit Authority Focused Short Range Transit Plan

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OCTOBER 13, 2016

# Purpose of SRTP

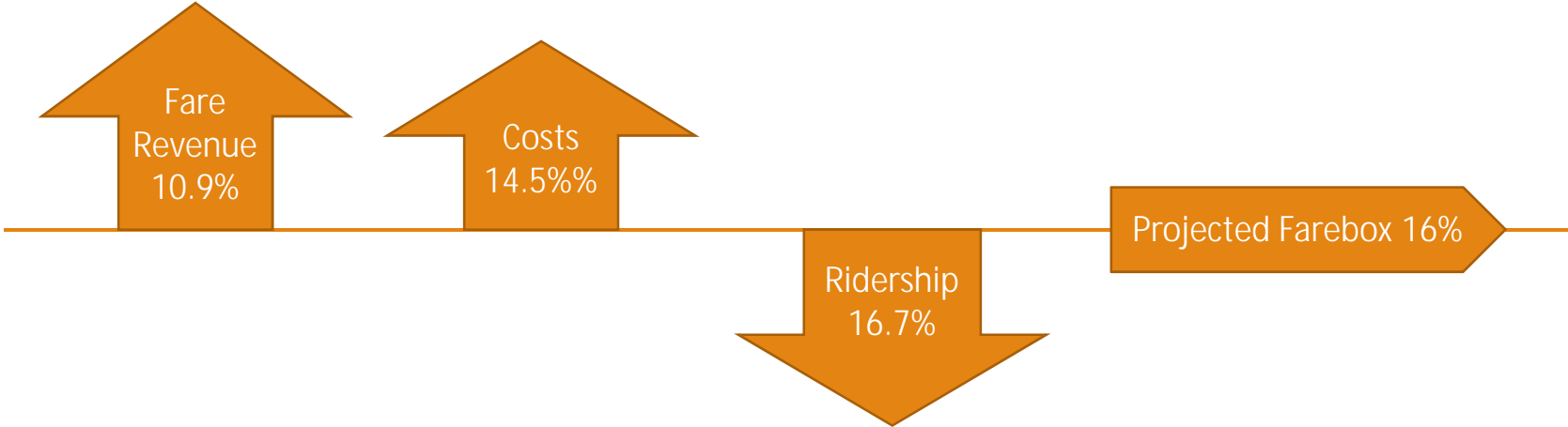
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- Blueprint for transit development in the Morongo Basin over the next five years.
- Focused SRTP concentrated on five main topics:
  - Review of Recent Performance
  - Fare Analysis
  - Joshua Tree National Park Service
  - Route 1 Analysis and Recommendations
  - Lifeline Service Analysis and Recommendations
- Establishes New Mission Statement, Goals and Performance Standards
- Recommends Five-Year Financial Plan

Areas of focus for today's presentation

# MBTA Performance Trends: 12/13-15/16

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Attachment: Attachment A Presentation (3202 : MBTA - SRTP)

# Implications of Recent Trends

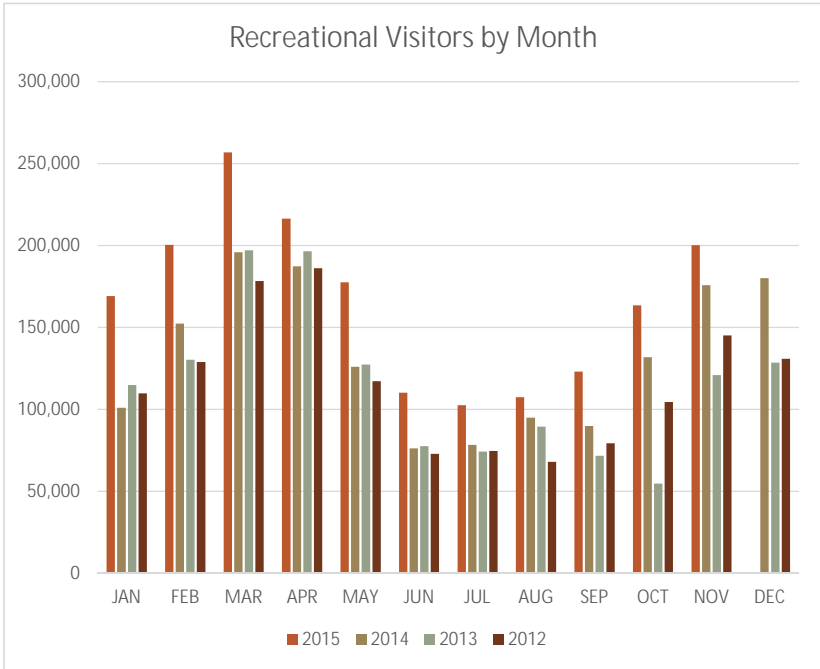
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- Implement strategies to increase and build ridership
- Control operating costs
- Boost farebox recovery ratio with no fare increase over next five years
- Explore and implement new partnerships



# Joshua Tree National Park Visitation Growth

- Ø Visitation has grown significantly over the past four years, with significant peaking from February to April.
- Ø Full parking lots full during peak months
- Ø 99.8% arrive by private auto with no alternatives other than tour buses.



# Recommended Service Parameters: Joshua Tree National Park Transit Service

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Based on consensus among the Joshua Tree National Park Service Superintendent and staff, MBTA General Manager, City of Twentynine Palms City Manager, and SANBAG staff.

START: January 1, 2017 (recently updated)  
END: April 30, 2017 (likely to be extended until late May)

ROUTES: Two Gateways Routes – Joshua Tree and Twentynine Palms  
Shuttle Route Among Key Destinations: Jumbo Rocks, Ryan Mtn. Trailhead, Hidden Valley and Barker Dam

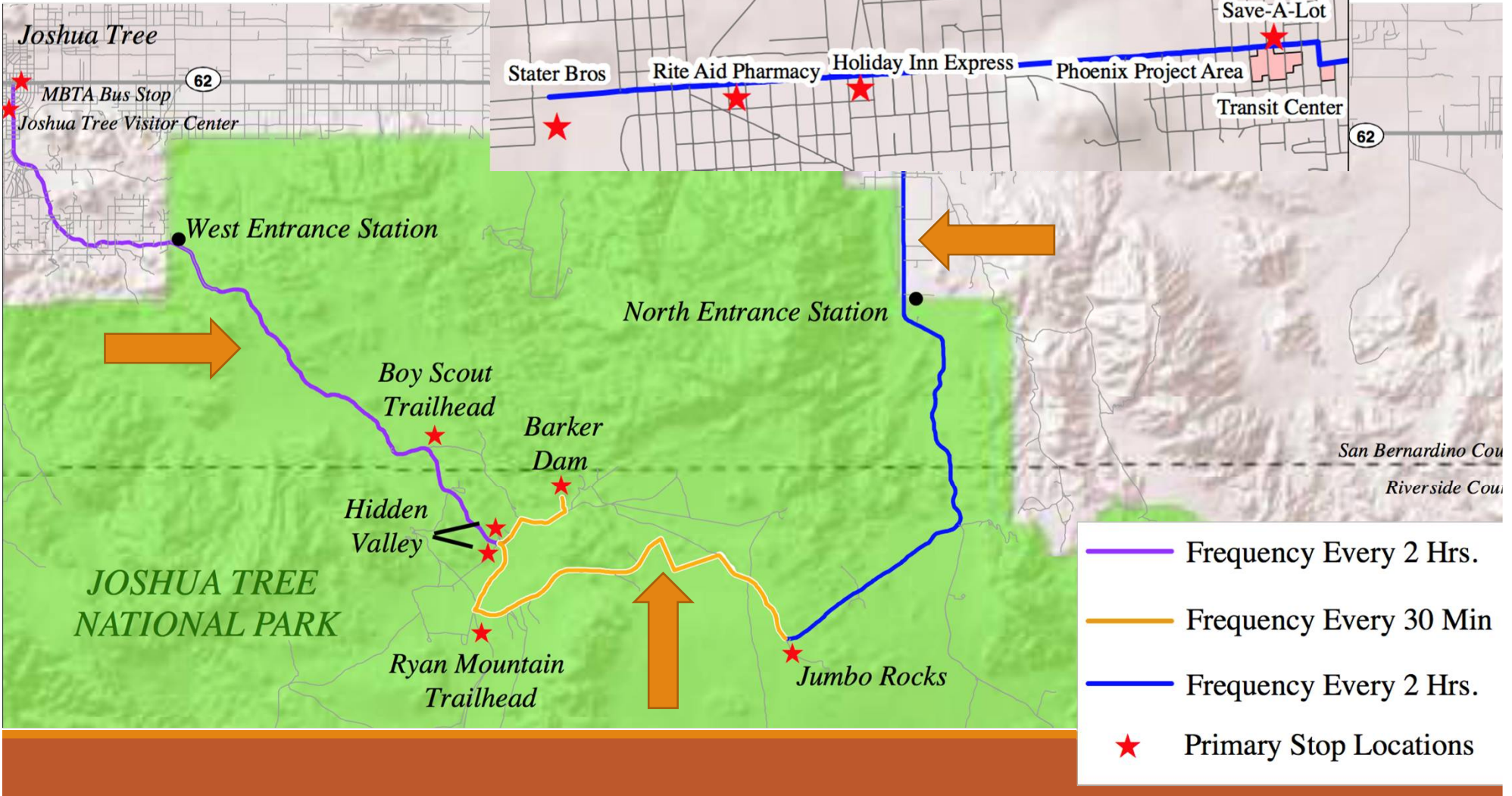
FREQUENCY: Every 30 minutes for stops inside the park  
Every 120 minutes to and from the two gateways

Attachment: Attachment A Presentation (3202 : MBTA - SRTP)





# Recommended Route



Attachment: Attachment A Presentation (3202 : MBTA - SRTP)

# Lifeline Analysis

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- Lifeline services are mobility services provided in the Morongo Basin area to areas that are a distance from MBTA core services between Yucca Valley and Twentynine Palms.
- MBTA has strong foundation of lifeline services:
  - ü Ready Ride service 2-3 days a week to Lear, Wonder Valley and and Morongo Valley
  - ü MBTA's Transportation Assistance Grant Program (TAG): ten organizations have benefitted.
  - ü Participant in Transportation Reimbursement Escort Program (TREP)
  - ü Technical assistance to transportation programs at Hi-Desert Medical Center and Reach Out Morongo Basin.

# Lifeline Service Recommendations

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- Provide Direct Service to Pioneer Town and Johnson Valley
  - ü Service provided two days a week in a pilot program partnership.
  - ü Recommend contract with Reach-Out Morongo Basin to operate service for \$40,000. Can provide service at 54% of what it would cost for MBTA to operate.
- MBTA should apply for FTA 5310 funding to provide TREP services in the Morongo Basin
  - ü With VTrans consolidated into Omnitrans, it is important that MBTA retain local control over volunteer driver reimbursement program.
  - ü Consider utilizing third party vendor for back office mileage reimbursement fulfillment.
- Adopt a formal MBTA goal for mobility management

# Financial Plan Overview

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- Operating Costs
- Operating Revenues
- Capital Costs
- Capital Revenues



# Operating Costs

	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
Administrative	\$831,998	\$900,623	\$947,514	\$1,009,410	\$1,050,583
Maintenance	\$570,892	\$610,142	\$640,984	\$670,771	\$698,273
Operating	\$1,952,178	\$2,032,217	\$2,115,538	\$2,202,275	\$2,292,569
<b>Total</b>	<b>\$3,355,068</b>	<b>\$3,542,982</b>	<b>\$3,704,036</b>	<b>\$3,882,456</b>	<b>\$4,041,425</b>



# Operating Revenues

	FY 2016/17 Budget Plus	FY 2017/18 Projected	FY 2018/19 Projected	FY 2019/20 Projected	FY 2020/21 Projected
<b>Fares</b>					
Fixed Route	\$373,846	\$387,803	\$429,200	\$434,751	\$430,015
Ready Ride	\$28,552	\$29,131	\$30,420	\$31,131	\$31,698
<b>Subtotal, Fares</b>	<b>\$402,398</b>	<b>\$416,934</b>	<b>\$459,620</b>	<b>\$465,882</b>	<b>\$461,713</b>
<b>Local and State</b>					
Local Transportation Fund	\$2,332,549	\$2,328,186	\$2,390,575	\$2,531,541	\$2,690,020
State Transit Assistance		\$34,339	\$35,442	\$36,558	\$37,690
Measure I	\$128,698	\$120,327	\$125,204	\$130,279	\$133,806
Other	\$3,152	\$3,152	\$3,152	\$3,152	\$3,152
<b>Subtotal, Local and State</b>	<b>\$2,464,399</b>	<b>\$2,486,005</b>	<b>\$2,554,372</b>	<b>\$2,701,530</b>	<b>\$2,864,668</b>
<b>Federal</b>					
National Park Service	\$200,000	\$225,000	\$275,000	\$300,000	\$300,000
FTA 5311	\$288,271	\$415,044	\$415,044	\$415,044	\$415,044
<b>Subtotal, Federal</b>	<b>\$488,271</b>	<b>\$640,044</b>	<b>\$690,044</b>	<b>\$715,044</b>	<b>\$715,044</b>
<b>Total</b>	<b>\$3,355,068</b>	<b>\$3,542,982</b>	<b>\$3,704,036</b>	<b>\$3,882,456</b>	<b>\$4,041,425</b>

Attachment: Attachment A Presentation (3202 : MBTA - SRTP)

# Capital Costs

	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
<b>Vehicle Procurements</b>					
Bus Replacements	\$1,025,275	\$859,175		\$158,845	
JTNP Bus Procurements				\$1,135,163	
Engine Overhauls	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
<b>Equipment and Security</b>					
Office/Dispatch Equipment	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
AVL/GPS Equipment	\$6,000		\$85,000		
Shop Equipment		\$25,000		\$25,000	
<b>Mobility Management</b>		\$37,625	\$39,168	\$40,773	\$42,445
<b>Passenger Amenities</b>					
Bus Shelter Stop Imp.			\$70,000		\$70,000
JTNP Transit Marketing	\$70,035				
Signage	\$3,500	\$1,000	\$1,030	\$1,092	\$1,223
Bus Wraps	\$40,000			\$50,000	
<b>Total</b>	<b>\$1,179,810</b>	<b>\$957,800</b>	<b>\$230,198</b>	<b>\$1,445,873</b>	<b>\$148,668</b>

# Capital Revenues

	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
<b>Local/State</b>					
State Transit Assistance	\$318,961	\$61,000	\$191,030	\$111,392	\$106,223
PTMISEA		\$859,175		\$1,293,708	
Prop 1B CalEMA (Security)	\$4,888				
<b>Federal</b>					
CMAQ	\$855,961				
FTA 5310 (1)		\$37,625	\$39,168	\$40,773	\$42,445
<b>Total</b>	<b>\$1,179,810</b>	<b>\$957,800</b>	<b>\$230,198</b>	<b>\$1,445,873</b>	<b>\$148,668</b>

(1) In FY 2019/20, includes \$158,545 for one replacement bus and \$1,135,163 for five JTNP transit buses

(2) For TREP program, guidelines allow for capital expenditures for mobility management



# Expected Performance

	FY 2014/15 Actual	FY 2015/16 Projected	FY 2016/17 Projected	FY 2017/18 Projected	FY 2018/19 Projected	FY 2019/20 Projected	FY 2020/21 Projected
<b>Base Statistics</b>							
Ridership	321,589	317,074	412,293	465,747	451,140	443,918	436,006
Service Hours	32,813	33,168	37,276	38,539	38,987	39,299	39,299
Fare Revenue	\$427,885	\$425,003	\$402,398	\$416,934	\$459,620	\$465,882	\$461,713
Local Contribution			\$200,000	\$225,000	\$275,000	\$300,000	\$300,000
Operating Costs	\$2,583,579	\$2,667,547	\$3,355,068	\$3,542,982	\$3,704,036	\$3,882,456	\$4,041,425
<b>Performance</b>							
Passengers/Hour	9.80	9.56	11.06	12.09	11.57	11.30	11.09
Average Fare	\$1.33	\$1.34	\$0.98	\$0.90	\$1.02	\$1.05	\$1.06
Farebox Recovery	16.6%	15.9%	18.0%	18.1%	19.8%	19.7%	18.8%
Cost/Hour	\$78.74	\$80.43	\$90.01	\$91.93	\$95.01	\$98.79	\$102.84
Cost/Trip	\$8.03	\$8.41	\$8.14	\$7.61	\$8.21	\$8.75	\$9.27
Subsidy/Trip	\$6.70	\$7.07	\$7.16	\$6.71	\$7.19	\$7.70	\$8.21

Attachment: Attachment A Presentation (3202 : MBTA - SRTP)

## *Minute Action*

### AGENDA ITEM: 16

**Date:** *November 2, 2016*

**Subject:**

2016 State and Federal Advocacy Presentations

**Recommendation:**

Receive and file the 2016 Legislative review presented by SANBAG's State and Federal Advocacy Consultants

**Background:**

The 2016 legislative session was a very active and successful term for SANBAG and their respective State and Federal Advocacy teams. This item is a brief year-in-review of legislative activities and accomplishments from SANBAG's State Advocacy Consultants, Gonzalez, Quintana Hunter & Cruz LLC (GQHC) represented by Delaney Hunter and Audrey Durfor as well as SANBAG's Federal Advocacy Consultants, Holland & Knight LLC represented by Leslie Pollner and Lauri Hettinger.

**Financial Impact:**

This item has no fiscal impact on the FY 2016/2017 SANBAG Budget.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review.

**Responsible Staff:**

Otis Greer, Director of Legislative and Public Affairs

Approved  
 Board of Directors  
 Date: November 2, 2016

Witnessed By:

*Entity: CMA, COG, CTA, CTC*

## *Minute Action*

AGENDA ITEM: 17

**Date:** *November 2, 2016*

**Subject:**

Give BIG San Bernardino County Campaign

**Recommendation:**

Receive and file the presentation on Give BIG San Bernardino County Campaign.

**Background:**

Andrea Mitchel, who is working with The Community Foundation as Program Coordinator for the Give BIG San Bernardino County campaign, which will take place during a 24-hour period starting Tuesday, November 29, 2016, will give a presentation on this third countywide campaign supporting organizations that help those most in need in San Bernardino County.

The goal of this campaign is to increase the number of individual donors to nonprofits thus increasing their long-term sustainability and philanthropy in our county. Nonprofits with more stable donor bases have the ability to improve the quality of life for residents of San Bernardino County.

**Financial Impact:**

This item has no impact on the adopted Fiscal 2016/2017 budget.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review.

**Responsible Staff:**


Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: November 2, 2016





Witnessed By:


*Entity: COG*

**Giving Tuesday follows**  
*Black Friday, Shop Local Saturday*  
*and Cyber Monday.* **Giving Tuesday** is a global day dedicated to **giving back.**



24-Hours of Giving Benefitting  
 San Bernardino County Nonprofits





## What is a giving day?

**Giving days are powerful 24-hour online fundraising competitions that unite communities around causes. They utilize all forms of media to get the word out. Giving days bring in more donors using an easy online platform.**



[www.givebigsbcounty.org](http://www.givebigsbcounty.org)


Veteran Serving Nonprofit	Environmental Nonprofit	Human Services Nonprofit	Senior Care Nonprofit
Youth Serving Nonprofit	Arts and Culture Nonprofit	Faith-Based Nonprofit	Education Nonprofit

### How do giving days work?



**Nonprofit groups register to participate in the Give BIG San Bernardino County campaign to become eligible for prizes (highest \$ raised, and most unique donors).**

[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)



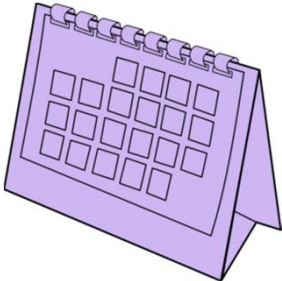



## How do Giving Days benefit nonprofits?

The Give BIG San Bernardino County campaign training session will equip nonprofits with the tools and skills to promote your event and reach supporters on social media, email, events and more.






[www.givebigsbcounty.org](http://www.givebigsbcounty.org)







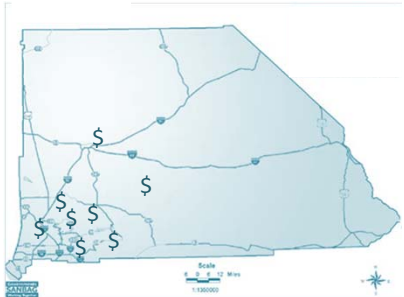
## When can people donate?

The actual Give Big San Bernardino County begins on 11/29/16 at 12:01 am and lasts 24 hours-ending at 11:59 pm; however, donors can begin making donations on October 24th. All donations from 10/24 through 11/29 count towards the campaign.





[www.givebigsbcounty.org](http://www.givebigsbcounty.org)



**How do giving days work?**

Funds disbursed. After the Giving Day, the Razoo Foundation disburses funds to participating nonprofits, helping them continue to serve their community. The nonprofit (only) receives donor contact information to cultivate the relationship. Prize money is distributed from the Community Foundation.



**What are the important dates?**


Registration: Regular (\$125)-11/2/16, Late (\$150) final deadline 11/17/16

To register: [www.givebigsbcounty.org](http://www.givebigsbcounty.org)










Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)




# How did the 2015 Give BIG San Bernardino County Campaign go?

[www.givebigsbcounty.org](http://www.givebigsbcounty.org)







# The BIG Picture-2015




**\$241,217**  
to 144 nonprofits

Give BIG. Be GREAT.



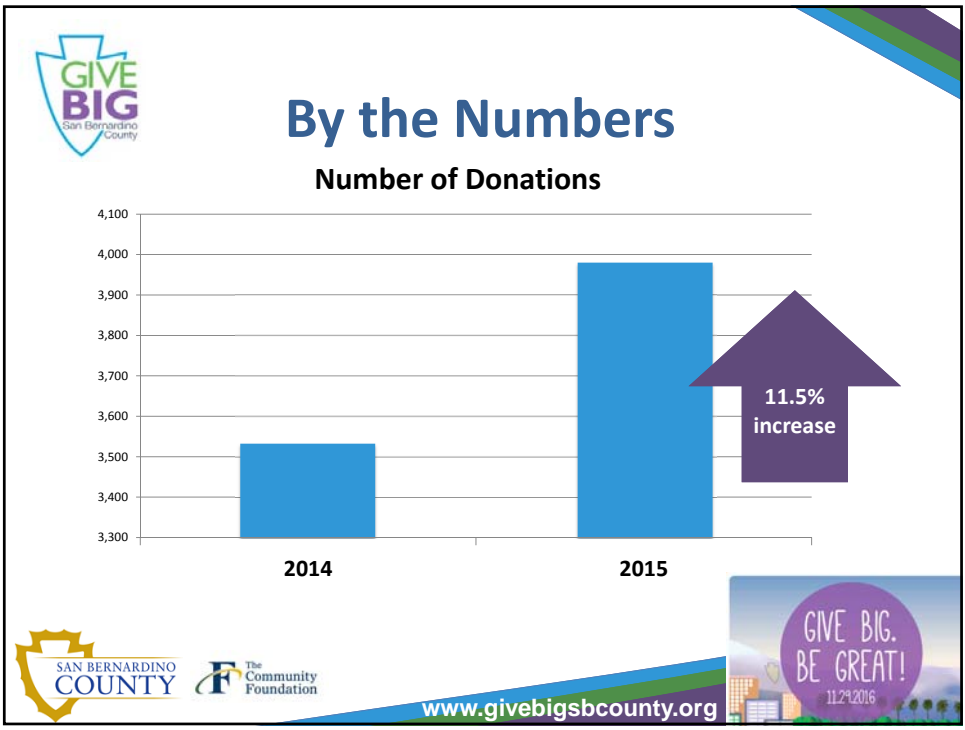
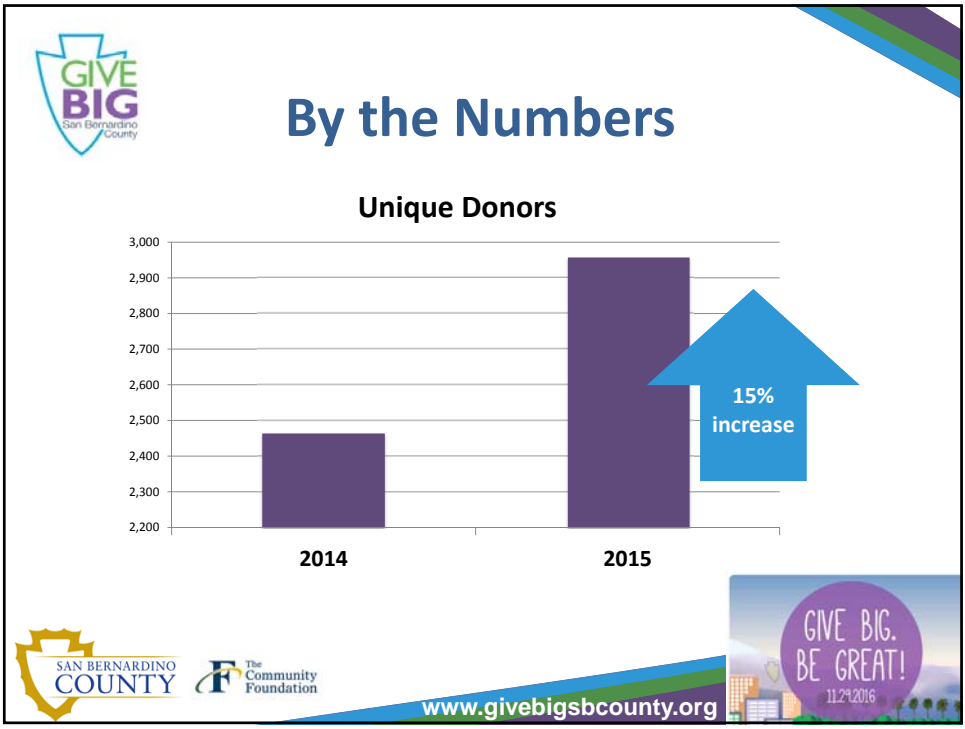



[www.givebigsbcounty.org](http://www.givebigsbcounty.org)

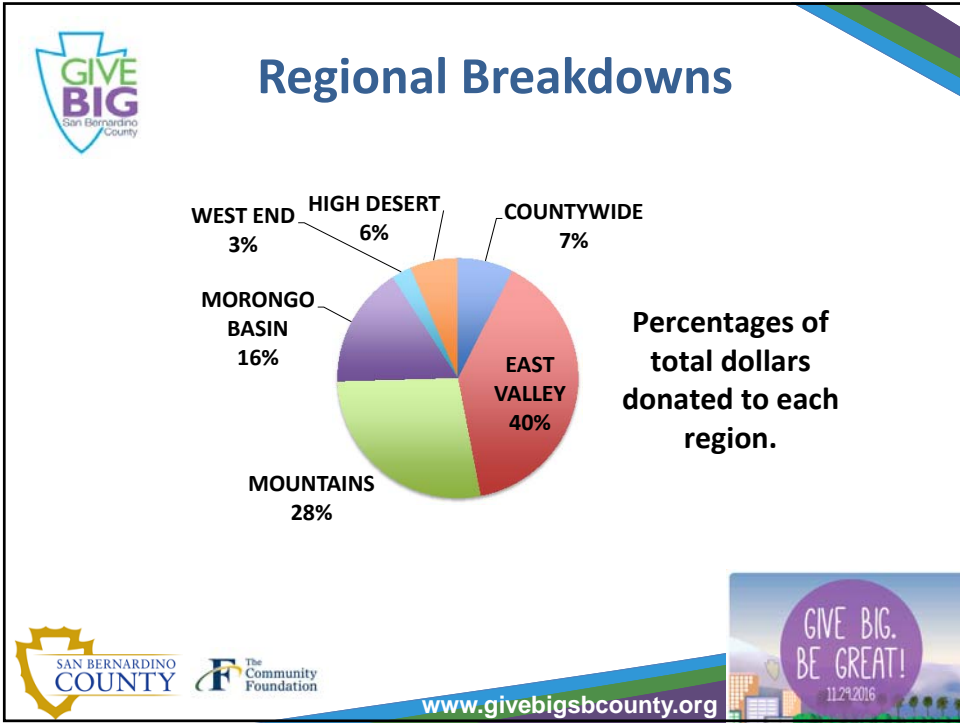


Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)





Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)



### Most Unique Donors

1	AAUW Tech Trek Camp for Big Bear Girls	★	448	\$7,691
2	LIGHTHOUSE PROJECT INC	★	192	\$10,046
3	BIG BEAR VALLEY EDUCATION CORPORATION DBA Big Bear Valley Education Trust	★	147	\$8,131
4	FRIENDS OF BIG BEAR VALLEY	★	144	\$3,280
5	LEGAL AID SOCIETY OF SAN BERNARDINO	★	131	\$2,207
6	ANIMALS ARE FIRST FUND	★	126	\$4,750
7	RIM OF THE WORLD EDUCATIONAL FOUNDATION	★	123	\$5,245
8	COMMUNITY CONNECT	★	118	\$4,238
9	ETIWANDA EXCELLENCE IN EDUCATION FOUNDATION	★	117	\$2,345
10	MORONGO BASIN HUMANE SOCIETY INCORPORATED	★	99	\$9,215
11	BOYS & GIRLS CLUB OF FONTANA		92	\$1,945
12	REACH OUT WEST END INC		65	\$2,050
13	Academy for Grassroots Organizations		61	\$2,200
14	LOMA LINDA UNIVERSITY BEHAVIORAL MEDICINE CENTER		59	\$1,380
15	LIFESTREAM		55	\$4,667
16	CHILD ADVOCATES OF SAN BERNARDINO COUNTY		53	\$3,865
17	WAY WORLD OUTREACH MINISTRIES		51	\$4,446
18	CHILDRENS FUND INCORPORATED		47	\$2,865
19	INLAND EMPIRE UNITED WAY		46	\$3,085
20	Morongo Basin Haven		43	\$1,855

[www.givebigsbcounty.org](http://www.givebigsbcounty.org)

Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)




## Most Dollars Raised


1	LIGHTHOUSE PROJECT INC	★	192	\$10,046
2	MORONGO BASIN HUMANE SOCIETY INCORPORATED	★	99	\$9,215
3	BIG BEAR VALLEY EDUCATION CORPORATION DBA Big Bear Valley Education Trust	★	147	\$8,131
4	AAUW Tech Trek Camp for Big Bear Girls	★	448	\$7,691
5	MORONGO BASIN UNITY HOME INC	★	29	\$6,000
6	RIM OF THE WORLD EDUCATIONAL FOUNDATION		123	\$5,245
7	ANIMALS ARE FIRST FUND		126	\$4,750
8	LIFESTREAM		55	\$4,667
9	WAY WORLD OUTREACH MINISTRIES		51	\$4,446
10	COMMUNITY CONNECT		118	\$4,238









[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





39 different states & 3 Countries



[www.givebigsbcounty.org](http://www.givebigsbcounty.org)

Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)



## Benefits of Participating in Campaign

*From the perspective of the nonprofit*

**We have used our Razoo page for giving / donations outside of Give BIG, because that is the only way we (a small non-profit) can take credit card donations.**

**Our new donors (from Give BIG) have continued to donate to us separate from Give BIG.**




[www.givebigsbcounty.org](http://www.givebigsbcounty.org)






## Benefits of Participating in Campaign

*From the perspective of the nonprofit*

**The competition in Give BIG has caused our board members to be more involved in fundraising.**

**Give BIG has created new relationships / friendships / support amongst our local non-profits.**

[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





## Benefits of Participating in Campaign

*From the perspective of the nonprofit*

I did not know how to upload videos to my Facebook page. This increased the number of people viewing information about our organization, which increased the donors.

A donor from Give BIG just requested information about planned giving.




[www.givebigsbcounty.org](http://www.givebigsbcounty.org)






## Benefits of Participating in Campaign

*From the perspective of the nonprofit*

Approximately 50% of my donors were new. I received donations from people in places I didn't know. It looks like our organization went viral.

Without using anything other than email and social media, approximately 40% of my donors were new.

[www.givebigsbcounty.org](http://www.givebigsbcounty.org)




Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)




## Why is the nonprofit sector important?

- A well-funded, stable nonprofit sector is integral to a healthy and stable community.
- The nonprofit sector is also a valuable contributor to the local economy, providing jobs, purchasing goods and services from a variety of local businesses, and contributing to local, state and federal taxes.






[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





## Size and Capacity of San Bernardino Nonprofits

- 35% of the nonprofits have revenues over \$50,000.
- Over 5,000 nonprofits employ approximately 49,000 people (6% of the workforce).
- 54% having under \$100,000 annual operating budgets
- 71% have annual operating budgets of less than \$250,000.
- Fewer than 4% of the nonprofits in San Bernardino County have annual operating budgets of \$5 million or more.

[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





## What Works: Overall Campaign

- Substantial media campaign
- Municipality involvement
- Regional support from electeds
- Having a strong network with other nonprofits
- Use existing networks/support (Rotary, Kiwanis, etc.)
- Personal “asks”
- You cannot start too early
- Have fun....




[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





## We thank you for and ask you to...

- Engage and encourage nonprofits to participate.
- Sponsor the campaign! We can work with you on the creation of Golden Tickets, acknowledgement, etc.
- Host events.
- Promote the Give BIG San Bernardino County campaign.
- Donate to a nonprofit.
- Assist in leading the campaign at a regional leader.




[www.givebigsbcounty.org](http://www.givebigsbcounty.org)







**For more information, contact:**  
 24 Hours of Giving Benefitting San Bernardino County Nonprofits

**Program Coordinator**  
**Andrea Mitchel**  
[andrea.givebigsb@gmail.com](mailto:andrea.givebigsb@gmail.com)  
 213 700-8640 (email or text message best)

**The Community Foundation**  
**Charee Gillins**  
[cgillans@thecommunityfoundation.net](mailto:cgillans@thecommunityfoundation.net)  
 951 251-7777




[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





Give BIG. Be GREAT.




[www.givebigsbcounty.org](http://www.givebigsbcounty.org)





Attachment: 2016 Give BIG Campaign Presentation - HANDOUT (3190 : Give BIG San Bernardino County Campaign)



## *Minute Action*

### AGENDA ITEM: 18

**Date:** *November 2, 2016*

**Subject:**

Countywide Efforts to Address Homelessness

**Recommendation:**

Receive and file the Countywide Efforts to Address Homelessness Report.

**Background:**

Homelessness is an issue that impacts almost every community. The Director of the County's Office of Homeless Services, Tom Hernandez, will provide the Board with information on the homeless situation in San Bernardino County as well as on some opportunities for collaboration with cities.

One of the collaboration opportunities is to assist with the annual Point-in-Time Homeless Count. The Point-in-Time Homeless Count is conducted to try and identify the number of homeless in our communities. This helps leaders understand where to focus resources and assists our communities in receiving the appropriate share of funding from related federal programs.

The other opportunity is upcoming training for a new Coordinated Entry System. This will be operated in cooperation with the 211 system to provide the ability for any one that comes in contact with homeless individuals to help get them connected with available resources and services. The training will help provide your staff with information on the Coordinated Entry System and how they can use it to assist homeless individuals in your city. Local government employees may encounter homeless individuals in a variety of circumstances from law enforcement responding to a complaint to public works personnel coming across homeless encampments. The Coordinated Entry System will serve as a single point of contact to access homeless services to make it easier for those that don't deal with homeless services on a regular basis and don't know the variety of service providers to help those in need.

**Financial Impact:**

This item is consistent with the adopted budget.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review.

**Responsible Staff:**

Duane Baker, Deputy Executive Director

*Entity: COG*

Board of Directors Agenda Item  
November 2, 2016  
Page 2

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Approved  
Board of Directors  
Date: November 2, 2016  
Witnessed By:

Council of Government - COG

## *Minute Action*

AGENDA ITEM: 19

**Date:** *November 2, 2016*

**Subject:**

HERO Program Annual Report

**Recommendation:**

Receive and file the HERO Program Annual Report.

**Background:**

On October 14, 2013, the HERO Program went live in San Bernardino County. HERO, which stands for Home Energy Renovation Opportunity, is SANBAG's version of a Property Assessed Clean Energy Program. This type of program allows property owners to fund energy efficiency, water conservation and renewable energy projects through a special assessment on their property tax bill. With the HERO Program, property owners don't have any upfront costs and can pay back the amount financed for terms up to 25 years.

Since the program began 25,843 property owners have applied and been approved for funding. So far, 15,340 projects have been completed and funded. The total value of these completed projects is \$289,232,973. The money paid to contractors and suppliers for completing these projects creates a total economic impact of over \$500 million. It is estimated that these energy saving or water conservation projects will save these property owners over \$15.7 million in utility costs this year.

In addition to its economic benefits, the HERO Program has environmental benefits as well. The installation of energy efficiency improvements like improved insulation, efficient doors and windows; air conditioning and heating systems; the installation of renewable energy projects like solar panels; and the installation of water conservation projects like artificial turf means electricity and water are saved and greenhouse gas emissions are reduced. Over the past year over 103.3 million kWh of energy have been saved, nearly 45.9 million gallons of water have been saved, and 28,217 tons of CO<sub>2</sub> have been kept from the atmosphere (that's the equivalent of taking 6,397 vehicles off the road or planting 784,845 trees).

During the last year, the HERO Program continued to make improvements to its consumer protections. In March 2015, the SANBAG Board adopted formal Consumer Protection Policies that cover 15 areas:

- Risk – Ensure that a property won't be inappropriately burdened.
- Disclosures and Documentation – Ensure consumers are aware of the requirements of this new form of financing including the payment cycle and disclosure related to the possibility of payoff at the time of sale or refinance.

*Entity: COG*

## Board of Directors Agenda Item

November 2, 2016

Page 2

- Funding – Provide fixed simple interest rates with no variable rates or negative amortizations.
- Operations – Ensure that the PACE program has the policies, procedures and resources in place to meet these standards for consumer protection and for running a professional program
- Post-funding Homeowner Support – Create an executive-level office for customer care, complaint investigation and resolution, and contractor concerns.
- Data Security – Ensure robust cyber-security standards to protect the personal information of consumers.
- Privacy – Comply with the Gramm-Leach-Bliley Act and provide clear opt-in and opt-out protocols for information sharing.
- Marketing and Communications – Prohibits kick-backs and establishes guidelines for clear, informative and truthful communications.
- Protected Classes – Ensure compliance with all state and federal laws that cover protected classes and provides special focus on protections for homeowners over age 64.
- Contractor Requirements – Ensure that all contractors and their representatives are licensed and follow a code of conduct.
- Eligible Products – Ensure controls are in place to allow only products that are designed to save water or energy using guidelines from state and federal agencies where applicable and available.
- Maximum Financing Amount – Establish a procedure to set a Maximum Financing Amount based on the fair market value of the products to be installed.
- Reporting – Provide periodic reports on the economic and environmental impact of the program.
- Closing and Funding – Ensure proper permits are received and the project has been completed to the satisfaction of the homeowner.
- Examination – Bond issuing authority will examine the PACE program provider for compliance with these policies.

The HERO Program has also started the practice of calling all homeowners before finalizing a contract to confirm all of the terms, costs, fees and conditions are understood by the homeowner. This practice was previously limited to senior citizens but is now standard practice for all homeowners.

The program continues its outreach and assistance efforts for real estate professionals and homeowners with HERO assessments interested in selling their homes or refinancing their mortgage. HERO Property Advisors is staffed with real estate professionals to work exclusively with realtors, property owners and anyone else involved in transactions involving the sale or refinancing of a property that has participated in the HERO Program. These real estate specialists have met with local Boards of Realtors and individual real estate offices to answer questions about HERO and help individual agents process deals that involve a HERO property. This includes helping with the subordination program to allow the HERO tax assessment to be subordinated to help facilitate, if needed, a sale or refinance.

The HERO Program is successful because of the participation of local contractors. There are 4,180 contractors registered with the HERO Program throughout Los Angeles, Orange, Riverside and San Bernardino Counties. There are 680 registered contractors throughout San Bernardino Council of Government - COG

## Board of Directors Agenda Item

November 2, 2016

Page 3

County. When contractors register for the Program they provide their proof of insurance, W9 and contractor license information. They then receive training about how the Program works and they agree to specific marketing and operating guidelines. Those guidelines stress the importance of adhering to a higher standard because of the HERO Program relationship with local government. The contractor guidelines specifically state:

*“Representing the Public Trust - HERO is offered at the discretion of municipalities, with the goal of increasing the number of energy-efficient products that are installed in homes. It is essential that municipal interests are considered alongside your business goals to ensure that HERO is supported within the communities. With every project installed, we aim to help communities lower their energy and water consumption, reduce their carbon footprint, and create a more energy-efficient future.”*

During the past year, local San Bernardino County contractors completed 2,789 projects valued at \$57.4 million here and in other counties using the HERO Program. San Bernardino County contractors currently have 321 projects in progress valued at \$7.8 million. Of those, 161 projects valued at \$3.6 million are located within San Bernardino County with the rest located in adjacent counties.

HERO continues to be a successful program that helps consumers, local businesses and the environment without any public funds. As the program continues, improvements and enhancements will continue to be made to make it an even better experience for property owners.

Attached is a brief presentation highlighting the third year of the HERO Program along with a summary of statistics for the program in each community in San Bernardino County.

**Financial Impact:**

This item is consistent with the adopted Fiscal Year 2016/2017 budget.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review.

**Responsible Staff:**

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

Agency Name	Applications Approved	Completed Projects	Value of Completed Projects	Economic Impact	# of Registered Contractors	kWh Saved/Yr.	Gallons Water Saved/Yr.	CO2 Reduced/Yr.	Annual Utility Savings
Adelanto	242	138	\$ 2,151,372	\$ 3,725,978	5	842,505	703,225	248	\$ 147,079
Apple Valley	1,271	743	\$ 13,370,359	\$ 23,156,231	37	5,687,882	4,866,050	1,589	\$ 867,906
Barstow	110	62	\$ 949,622	\$ 1,644,657	3	600,961	414,400	161	\$ 82,136
Big Bear Lake	51	29	\$ 599,863	\$ 1,038,907	3	199,433	0	61	\$ 37,170
Chino	828	514	\$ 10,033,939	\$ 17,377,859	21	3,799,153	1,575,085	1,031	\$ 528,836
Chino Hills	751	472	\$ 10,299,750	\$ 17,838,220	14	4,072,877	1,997,145	1,090	\$ 547,082
Colton	686	397	\$ 6,850,688	\$ 11,864,762	10	2,460,289	719,940	662	\$ 333,634
Fontana	2,668	1,673	\$ 31,523,018	\$ 54,594,967	34	11,276,317	7,288,525	3,104	\$ 1,645,181
Grand Terrace	257	166	\$ 3,048,040	\$ 5,278,926	9	1,155,163	646,570	313	\$ 160,338
Hesperia	1,113	616	\$ 10,595,237	\$ 18,349,976	39	4,102,911	2,970,390	1,151	\$ 630,209
Highland	743	452	\$ 8,568,298	\$ 14,839,503	11	3,227,767	1,074,930	886	\$ 462,355
Loma Linda	154	93	\$ 1,981,599	\$ 3,431,948	4	1,022,122	165,920	270	\$ 129,977
Montclair	502	261	\$ 5,007,249	\$ 8,672,095	12	1,730,257	600,740	451	\$ 213,515
Needles	10	-	\$ -	\$ -	4	0	0	0	\$ -
Ontario	2,195	1,275	\$ 23,909,556	\$ 41,409,151	47	7,939,429	2,153,845	2,116	\$ 1,045,296
Rancho Cucamonga	2,106	1,326	\$ 27,726,817	\$ 48,020,297	94	10,874,045	8,444,985	2,924	\$ 1,492,954
Redlands	1,094	699	\$ 13,566,692	\$ 23,496,263	45	5,907,668	1,517,165	1,565	\$ 764,069
Rialto	1,785	1,133	\$ 20,482,063	\$ 35,473,049	13	7,639,790	2,389,020	2,040	\$ 1,012,721
San Bernardino	2,520	1,452	\$ 25,313,267	\$ 43,840,250	42	8,891,685	2,839,620	2,399	\$ 1,214,526
San Bernardino County Unincorporated	3,167	1,712	\$ 32,571,763	\$ 56,411,298	96	12,284,286	5,039,175	3,462	\$ 1,894,693
Twentynine Palms	325	125	\$ 2,174,249	\$ 3,765,599	7	1,042,220	99,865	320	\$ 196,484
Upland	810	497	\$ 10,154,515	\$ 17,586,685	49	4,146,348	1,658,090	1,077	\$ 507,925
Victorville	1,245	752	\$ 12,881,428	\$ 22,309,448	36	5,055,165	4,422,115	1,452	\$ 829,041
Yucaipa	868	578	\$ 12,621,830	\$ 21,859,849	30	5,424,591	1,101,935	1,487	\$ 771,848
Yucca Valley	342	175	\$ 2,851,757	\$ 4,938,981	15	1,497,627	124,575	425	\$ 233,029
<b>TOTAL</b>	<b>25,843</b>	<b>15,340</b>	<b>\$289,232,973</b>	<b>\$500,924,899</b>	<b>680</b>	<b>110,880,491</b>	<b>52,813,310</b>	<b>30,284</b>	<b>\$15,748,001</b>



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

SANBAG PACE  
HERO & SAMAS Commercial  
ANNUAL REPORT

November 2, 2016



# What is HERO?





# What is HERO?





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- HERO is an acronym for “Home Energy Renovation Opportunity”
- SANBAG’s PACE (Property Assessed Clean Energy) Program providers include:
  - HERO for residential and commercial properties
  - SAMAS Commercial for commercial properties
- **Voluntary** program that allows residential and commercial property owners to fund **energy efficiency**, **water conservation**, and **renewable energy** projects through a special **assessment** on their **property tax bill**
- SANBAG Program launched October 14, 2013
- SANBAG was the first regional program to have 100% of its jurisdictions participating in HERO

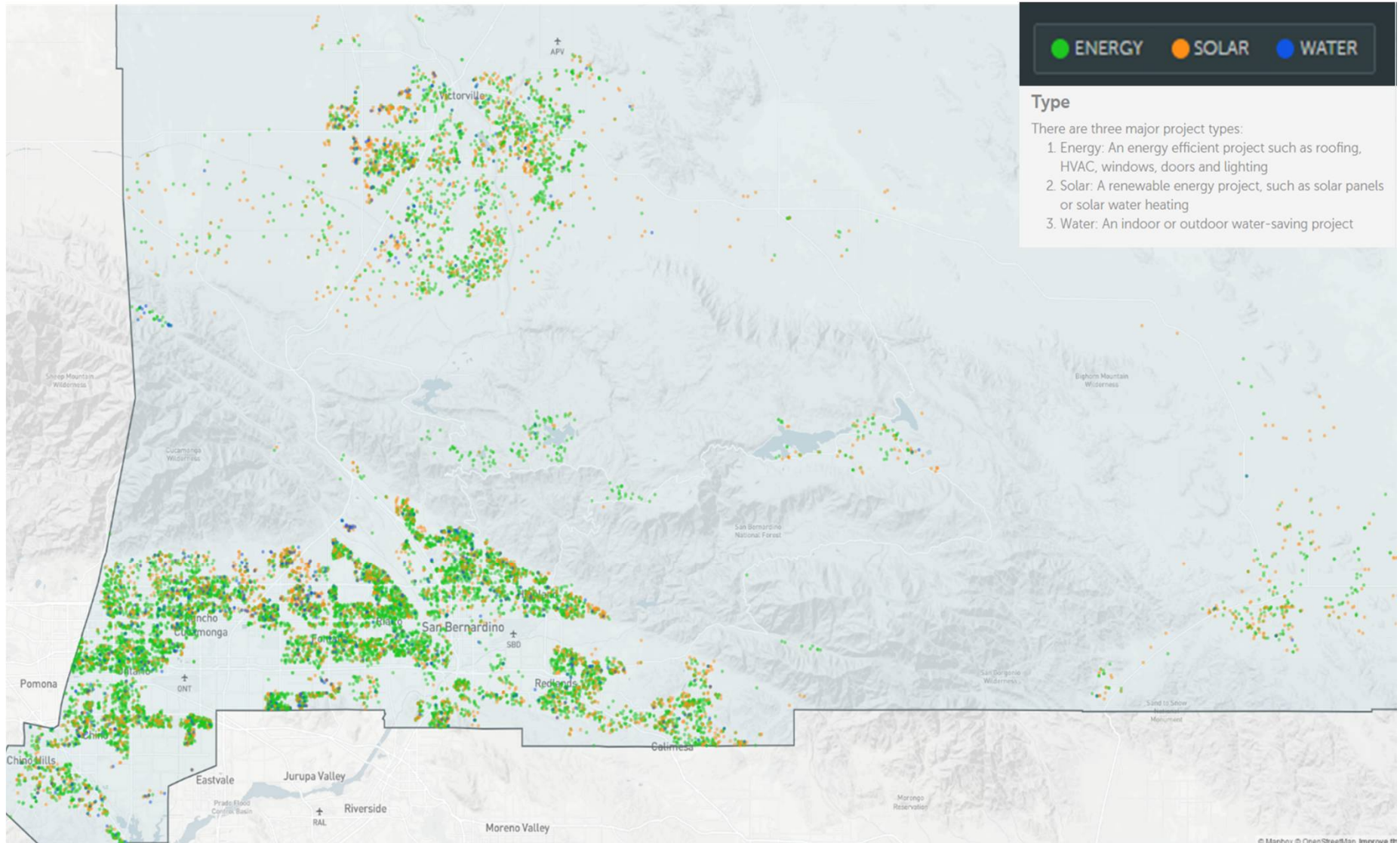
# Project Types



# Over 1 Million Products are Eligible for HERO

Building Structure 	Systems 	Renewables 	Water Conservation 
Air Sealing Doors Duct Sealing Insulation Roofs Windows	Air Conditioning Heating Lighting Management Systems Ventilation Water Heating	Geothermal Solar PV Solar Thermal Small Wind Turbine	Artificial Turf Graywater Systems Indoor Water Efficiency Pool Equipment Rainwater Catchment System

# San Bernardino County – HERO Projects

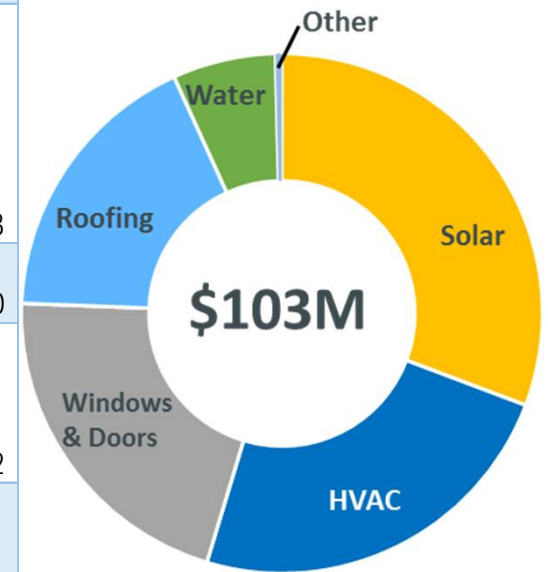


\* Please email [gov@heroprogram.com](mailto:gov@heroprogram.com) for access to HERO Gov platform

# Project Types – San Bernardino

(10/1/2015 through 9/30/2016; Commercial and Residential)

Category	Product Types	Total Financed
Solar	Solar PV, Solar Pool Heating Collector, Solar Inverter, Solar Panel, Solar Water Heating System	\$31,739,022.49
HVAC	Additional Work Scope - Water Heating & Plumbing, Whole House Fan, Additional Work Scope - HVAC, Biomass Furnace, Ventilation Fans, Evaporative Cooler, Air Source Heat Pump, Attic Fan, Duct Replacement, Mini-Split Heat Pump, Central Air Conditioner, Gas Tankless Water Heater, Mini-Split Air Conditioner, Furnace, Natural Gas Storage Water Heater	\$24,678,116.93
Windows & Doors	Exterior Doors, Exterior Window Shading Device, Exterior Windows, Skylights and Tubular Daylighting Devices, Window Film	\$21,649,953.90
Roofing	Cool Roof, Air Sealing, Radiant Barrier, Under Floor Insulation, Heat Reflective/Cool Wall Coverings, Wall Insulation, Attic Insulation, Cool Roof – Performance, Insulated Siding, Additional Work Scope – Roofing, Cool Roof – Prescriptive, Duct Sealing	\$18,153,517.82
Water	Artificial Turf Premium, High-Efficiency Faucets, High-Efficiency Toilet Fixtures, Weather based Irrigation Control Systems, Drip Irrigation, Rotating Sprinkler Nozzles, Drought Tolerant Landscaping, Artificial Turf, Rainwater Catchment System, Additional Work Scope – Landscaping, High-efficiency Showerhead, Hot water Delivery System	\$6,601,805.70
Other	Electric Heat Pump Pool Heater, Site Preparation Ceiling Fan, Lighting Fixture, Natural Gas Pool Heater, Additional Work Scope – General, Lighting Controls, Pool Pump, Automatic Pool Covers	\$409,715.01
<b>TOTAL:</b>		<b>\$103,232,131.85</b>



# HERO by the Numbers

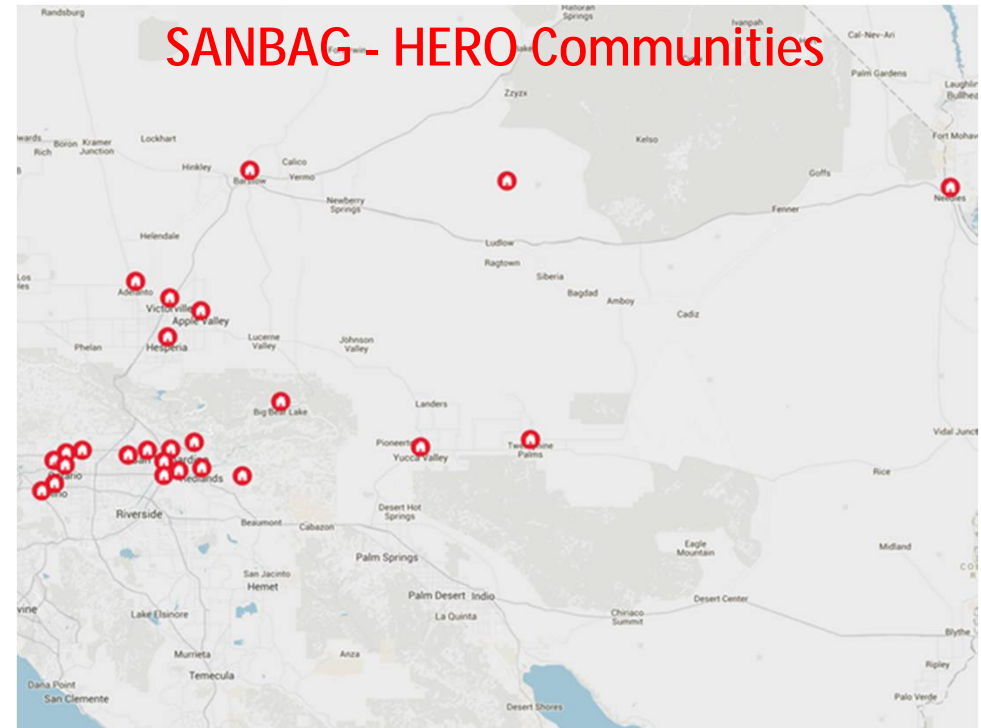


# HERO – Residential Stats for San Bernardino County

(10/1/2015 through 9/30/2016)

## Residential:

- Number of applications: \$11,315
- Number of approved: 7,981  
(70.5% Approved)
- Total \$ amount approved: \$389,551,550
- Number of projects completed: 5,003
- Dollar (\$) value of completed projects: \$103,004,425
- Average dollar \$ amount per project: \$20,589



# HERO – Commercial Stats for San Bernardino County

## Commercial:

- Number of applications: 51
- Number of approved: 10 approved
- Total amount approved: \$952,066
- Number of projects completed: 4
- Value of Projects completed: \$337,733
- Average amount per project: \$139,462





# San Bernardino Accomplishments

(10/1/2015 through 9/30/2016)

(Inception through 8/1/2016)



**\$180.1 million** in Economic Impact



**\$466.3 million** in Economic Impact



**883.2** Jobs Created



**2,286.4** Jobs Created



**32.2 million** Gallons of Water Saved



**45.9 million** Gallons of Water Saved



**37.6 GWh** Energy Savings



**103.3 GWh** Energy Savings



**\$5.2 million** in Utility Savings



**\$14.6 million** in Utility Savings



**10,200 tons** of Emissions Reduced  
(Equal to Removing **~1,503 SUVs**  
from the Road for a Year)



**28,217 tons** of Emissions Reduced  
(Equal to Removing **~4,170 SUVs**  
from the Road for a Year)

# Environmental Impact – San Bernardino County

(10/1/2015 through 9/30/2016)

## Equivalent



Energy savings (lifetime): **\$185 million**  
Energy Savings (lifetime): **678 million kWh**  
Emission reduction (lifetime): **185,614 tons**



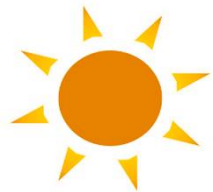
Planting **4 million trees**



Water savings (lifetime): **\$5 million**  
Water Savings (lifetime): **526 million gallons**



Taking **16 million showers**



Renewable generation (lifetime): **215 million kWh**  
Kilowatts installed: **6,358 kW**  
Kilowatt hours saved: **38 million kWh**

# Contractor Statistics

Number of HERO registered contractors in San Bernardino County: **680**

Number of projects completed by San Bernardino Co. contractors from October 1, 2015 to September 30, 2016: **2,789 projects (\$57.4 million)**

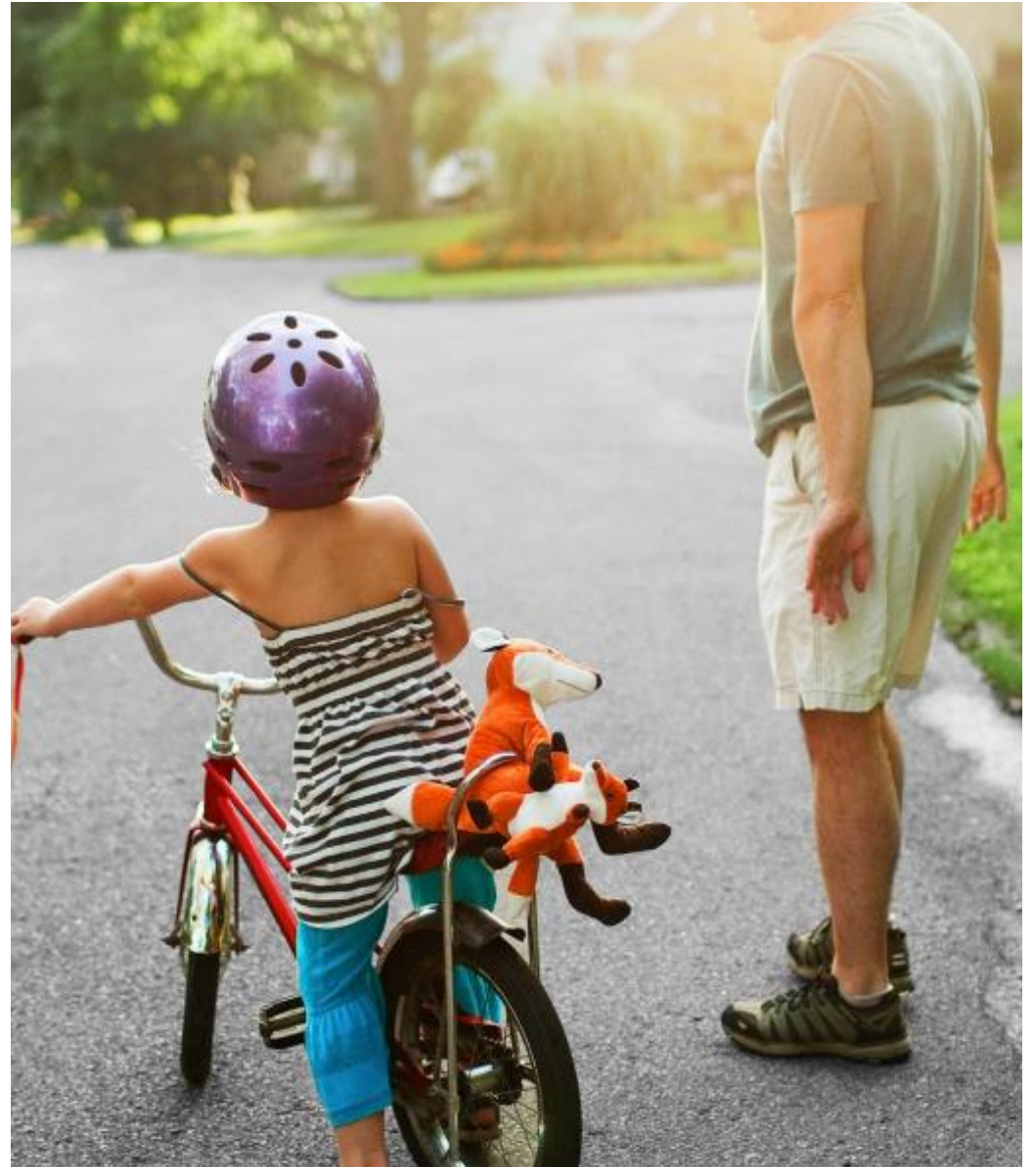
Number of projects in progress throughout County: **894 projects (\$19.6 million)**

- San Bernardino contractors jobs in progress inside County: **161 projects (\$3.6 million)**
- San Bernardino contractors jobs in progress outside County: **160 projects (\$4.2 million)**

Program compliance monitoring provides active resolution of complaints and suspension of contractors that are non-compliant.



# Consumer Protection



# HERO – Consumer Protection

## Pricing Controls

- Reasonable Cost Test
  - Compares project quotes with similar projects and products already funded
  - Projects with prices beyond HERO-defined control limits are flagged, and investigated

## Payment Protection

- Contractors are not paid until work is complete and Completion Certificate is submitted
  - Ensures customer satisfaction

## Elder Check

- Verbal confirmation of terms
  - Option to explain Program to family member
  - Review financing terms, to make sure payments are within their budget



# Launching “Know Before You Owe” Disclosures

## Renovate America voluntarily adapted the new federal disclosure form for mortgages

- The HERO program voluntarily adapted the Federal “Know Before You Owe” disclosure form for both financing estimate and final payment summary.
- The form is simple. It’s 3 pages. Compliant with AB 2693.
- The form includes:
  - Total financing costs and closing costs clearly spelled out.
  - Total interest rate over the life of financing clearly disclosed.
  - Homeowner signature to confirm understanding of financing terms.
- Homeowner confirmations for the following:
  - Payoff may be required by the buyer or mortgage lender in the event of a sale or refi.
  - PACE payments are added to property tax bill.
  - Consult tax advisor regarding potential tax impacts.
  - Statutory penalties regarding late payments.
  - Right to void HERO financing.
- This new form went live in October 2016.

**Financing Estimate**

Other Costs	Financed Interest
A. Origination Charge * 2984.78	E. Total Interest (From average annual % of the periodic rate) (See below for APR calculation)
Application Fee 50.00	\$1,283.88
B. Bond Related Costs 5584.76	
Escrow Fees 5000.00	
Appraisal Fees 50.00	
Credit Reporting Fees 500.00	
C. Recording and Administrative Fees * 580.00	F. TOTAL FINANCING COSTS (D + E) \$12,718.62
Court Recording Fees 255.00	
Annual Program Administrative Fee 5.25 (0)	
<b>D. TOTAL FINANCING COSTS (B + C + D)</b> 5944.76	
Homeowner's Review of APR is required under	

**Calculating Cash to Close**

Total Financing Costs and Closing Costs (F)	\$12,718.62
Closing Costs (Homeowner)	\$2,718.62
Down Payment (Homeowner)	5000.00
Estimated Cash to Close (After all fees)	5000.00

**Other Terms**

Payment fee  No  Yes Interest will not accrue if 2<sup>nd</sup> day of the 2<sup>nd</sup> month following payoff

Annual Program Administrative Fee  No  Yes Annual administrative fee of 25¢ (2) is subject to change

**Additional Information About Loan**

Total amount you will have paid over the life of the financing

Annual Percentage Rate

Total Interest Paid

**Financing Estimate**

Renovate America - HERO Program

FINANCING PROVIDER: HERO Financing

EMAIL: info@hero.com

PHONE: 877-HERO-443

**Other Considerations**

**Home Sale or Refinancing** I understand that I may be required to pay off the remaining balance of the obligation by the mortgage lender when refinancing my home. If all my home, the buyer or their mortgage lender may require me to pay off the balance of this obligation as a condition of sale.  INITIAL

**Tax Payments and Property Tax** Your payments will be added to your property tax bill. Whether you pay your property taxes through your mortgage payments, using an impound account, or if you pay them directly to the tax collector, you will need to have a completed 27-08 (if you void the mortgage) installment. If you pay your property taxes through an impound account, you should notify your mortgage lender so that your monthly mortgage payments can be adjusted by your mortgage lender to cover your increased property tax bill.  INITIAL

**Tax Benefits** Consult your tax advisor regarding potential tax credits, credits and deductions, tax deductibility, and other tax benefits available for the HERO Program. Making an appropriate application for the benefits is your responsibility.  INITIAL

**Statutory Penalties** If your property tax payments in arrears, the amount due will be subject to a 30% penalty, late fees, and 3.0% per month interest penalties established by state law and your property may be subject to foreclosure.  INITIAL

**Three Day Right to Cancel** You, the property owner, may cancel the contract at any time prior to midnight on the third business day after the date of the transaction or may enter into the agreement without any obligation. To exercise this right, you may mail or deliver a signed and dated copy of the contract with notice of cancellation to: 1507 S. Avenida de Encino, San Diego, CA 92108. You may also cancel the contract by sending notification of cancellation by email to the following email address: info@hero.com.  INITIAL

# Enhanced Protections for Seniors

## Homeowners 65 and over get extra attention from Renovate America Compliance Team

Additional **preventive controls** for seniors include:

1. **Trained specialists listen to all recorded Terms Confirmation calls and Onboarding calls** to spot comprehension problems, need for another responsible party to be involved, or inappropriate contractor behavior.
2. **Third-party on-site inspections of workmanship and asset verification** are available.
3. **Home visits** with elders are done as needed.
4. **Senior Care trainings** – based on elder abuse prevention best practices taught by experts -- are offered to contractor firms who want to equip their sales and installation teams with better tools to ensure seniors' comprehension.
5. **ID verification process** requires seniors to recall DOB, last four digits of SSN, former addresses in public records, names of individuals they may know, and former telephone numbers. These **open-ended questions** require them to engage in a conversation to help determine their state of mind.
6. **Seniors are asked if the repayment amount broken down into monthly cost fits within their budget.**
7. **Multiple touchpoints** occur with seniors by Renovate America: Terms Confirmation calls, Certification of Completion calls, Onboarding Call to counsel senior to set aside funding for first payment, and Welcome Kit is mailed with terms and payment information in writing again.

# Separate Confirmation Of Terms With 100% of Homeowners

All homeowners must call HERO to independently confirm terms in recorded call prior to receiving financing documents

## HIGHLIGHTS OF CONFIRM TERMS SCRIPT:

**Project/Product type:** "It looks like you're having {Product Breakdown} done . Is that correct?"

**Financing Terms:** "Over {5, 10, 15, 20} years, your annual payment, including interest and fees, comes out to {annual amount} per year or {monthly amount} per month ... Does this amount agree with your expectation?"

**Lien to Secure Financing:** "You will repay HERO through your to the County, which is secured by an additional tax assessment to your existing property tax lien until the HERO assessment is paid off."

**Selling/Refinancing:** "HERO may be transferable or you may need to pay off at that point. Please call ... so we may give guidance at no cost to you."

**Tax Benefits:** "If you have questions about tax benefits or deductibility, we recommend you speak with a tax professional, since individual tax situations are unique."

**First Payments:** "If you have an impound account, your first payment may be temporarily higher until your account adjusts."



# Contractor Requirements Give Homeowner Final Say

## HERO's contractor registration, marketing guidelines, and separate terms confirmation

### Registration:

- Contractor companies must meet applicable state or program registration requirements and stay in good standing.
  - ü Applicable state, county, and/or city **licensing** (e.g. in California, must have an active and valid California CSLB license).
  - ü **Proof of insurance** (e.g. Worker's Compensation, General Liability)
  - ü Signed **Contractor Participation Agreement**, including HERO's code of conduct and termination policies.
  - ü Other **financial and fraud checks** (e.g. OFAC, liens, and judgements)
- Individual contractors must register, complete ID verification, and be assigned unique ID numbers to **enable monitoring of performance regardless of employer.**

### Marketing Guidelines:

- Contractors offering HERO financing follow Contractor Marketing Guidelines that ban misleading practices and have **strict guidance on what contractors can and cannot say about the Program.**

### Confirmation of Terms With Homeowner:

- Confirmation of Terms calls with 100% of homeowners as a check against misleading marketing or disclosure of terms.

# Contractor Requirements Give Homeowner Final Say

## HERO's contractor training, monitoring, and payments practices

### Contractor Payments:

- Contractors **are not paid until the job is completed**, and done to the homeowner's satisfaction.
- Homeowners have an **extended right to void HERO financing** until the project completion certificate is signed, beyond typical 3-day right of rescission found with HELOCs and some other financing.

### Training:

- Contractor training on how financing works, and disclosures that need to be made, is available through **self-service online, webinars, and in-person sessions**.
- HERO University, the online contractor training program, has 3+ hours of multimedia content and a final exam. Contractors have access to **29 different courses**.
- HERO also has **"in field" training services** for contractors.

### Contractor Monitoring:

- Contractors only allowed to request financing for items on the **Eligible Products list**.
- **5% of all assessments undergo on-site asset verification**.
- Compliance staff **investigate and provide dispute resolution support** to ensure contractor compliance and customer satisfaction.
- Contractors – down to the individual sales rep – who **fail to comply are suspended and/or terminated** from program.
- At completion of every project, HERO reaches out to homeowner for feedback and **addresses any remaining concerns with contractor**.

# Program Enhancements



# Single Purpose Financing – Product Requirements

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## Ensures home improvement products are energy- or water-efficient

- **PACE law requires financing be applied to a single purpose:** improving the house with products that are certified to be energy- or water-efficient.
- Eligible products are **certified as efficient by credible third parties**, including: the U.S. Department of Energy, a state government (e.g. California Solar Initiative), or a regional body (e.g. Metropolitan Water Authority).
- The HERO program has built a **custom database of over 1 Million products** which aggregates product records and associated details (e.g. manufacturer, brand, model, performance specifications, etc.) from third party certifying sources (e.g. WaterSense, Energy Star, etc.), and flags them as being eligible or not eligible. The catalog is **updated daily**.

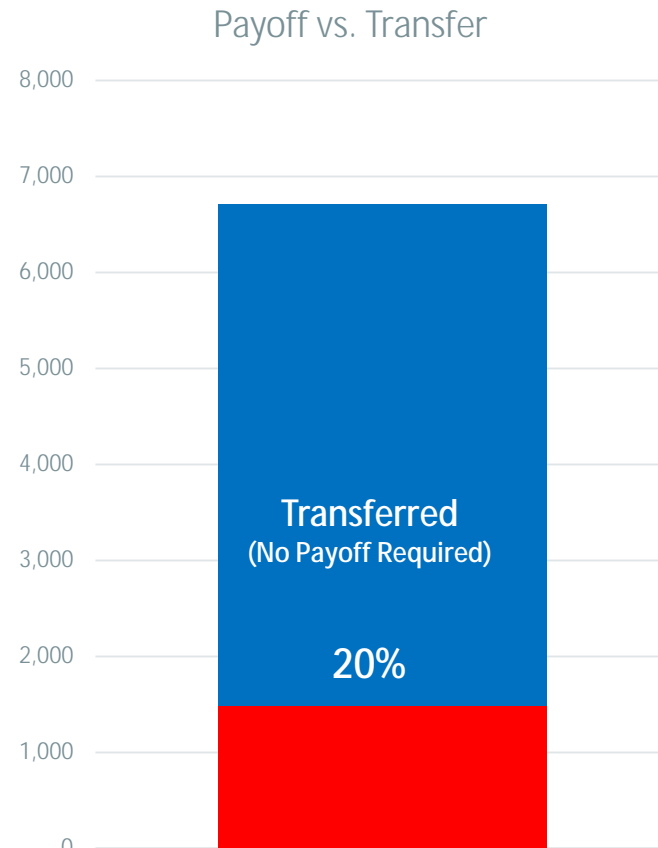
# SANBAG HERO Program's Underwriting Criteria

✔	The applicant is the homeowner of record.
✔	<i>Property tax payments for the assessed property are current.</i>
✔	<i>Homeowner must certify that there has been no more than one late payment for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property.</i>
✔	<i>Homeowner is current on all mortgage debt, with no more than one late payment during the prior 12-month period.</i>
✔	<i>The applicant has not had any active bankruptcies within the last 7 years.</i> Criteria can be satisfied if a homeowner's bankruptcy was discharged between two and seven years before the application date, and the homeowner has had no past due payments (mortgage and non-mortgage) for more than 60 days in the most recent 12 months.
✔	<i>Homeowner has no involuntary lien(s) recorded against the Property in excess of \$1,000.</i>
✔	<i>No pending Notice of Default on the property and no more than one recorded Notice of Default for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property.</i>
✔	All mortgage-related debt on the Property may not exceed 90% of the Property's fair market value ("FMV.")
✔	Total mortgage-related debt on the underlying Property plus Program financing may not exceed 100% of FMV.
✔	In no case may financing exceed 15% of FMV.
✔	<i>Total amount of all annual property taxes and assessments (including but not limited to PACE assessment) shall not exceed five percent (5%) of the Property's FMV.</i>

Consumer payment & credit history factors beyond asset value

# Real Estate Background and Support – HERO Program

- Almost **25% of people** have refinanced or sold their home (21% refi/4% sale)
- **66%** of homeowners don't pay off the balance when they refinance or sell their home.
- **HERO Property Advisors** launched in February 2015
- Since April 2015, over **22,168 Real Estate Professionals** have participated in training (nationally).
- From March through July, HERO Property Advisors has received over **1,850 inbound calls**



# HERO Property Advisors Are Here To Help – 855-CAL-HERO

## HERO Property Advisors are:

- Staffed by specialists experienced in real estate
- Available to assist buyer, seller, agent, title, escrow, lender

## HERO Property Advisors will:

- Explain improvements and help position the benefits
- Confirm proper placement on title; speak with lenders
- Provide additional documentation when needed
- Recommend lenders who will approve transfers
- Answer questions prior to sale or during transactions
- Provide subordination agreement on needed transactions



## *Minute Action*

AGENDA ITEM: 20

**Date:** *November 2, 2016*

**Subject:**

Rebranding of the San Bernardino Associated Governments and San Bernardino County Transportation Authority

**Recommendation:**

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority:

A. Approve and adopt the new brand associated with the San Bernardino County Transportation Authority, effective January 1, 2017, concurrently with the effective date of SB 1305.

That the San Bernardino Associated Governments Board of Directors:

B. Approve the new brand associated with the San Bernardino Associated Governments, effective January 1, 2017, concurrently with the effective date of SB 1305.

C. Approve and authorize the Executive Director to execute and file such documents as are necessary to enable the San Bernardino Associated Governments to do business as the San Bernardino Council of Governments.

**Background:**

On Friday, August 26, 2016, Governor Brown signed Senate Bill 1305 (Morrell) into law. Effective January 1, 2017, SB 1305 will consolidate the San Bernardino County Transportation (CTC), Service Authority for Freeway Emergencies (SAFE), Congestion Management Agency (CMA), and County Transportation Authority (CTA) into one statutory entity, the San Bernardino County Transportation Authority (SBCTA).

In January 2016, in anticipation of the new legislation the Department of Legislative and Public Affairs went out to bid with RFP 16-1001370 for Marketing and Branding Services. In March 2016, the contract was awarded to Celtis Ventures, Inc. During the last few months, staff has worked closely with Celtis Ventures, Inc. to identify and implement the brand development process for the SBCTA and San Bernardino Associated Governments acting as a Council of Governments. The brand development process began with a county-wide survey gauging the community's perceptions, recognition, and project knowledge as it relates to the San Bernardino Associated Governments and "SANBAG". Research showed that, of the 800 registered voters that were surveyed, only about one-third were familiar with our agency. However, when read statements about the transportation projects our agency was responsible for, favorability of our agency dramatically increased to 75%. The insights gathered through the county-wide survey supported the need to successfully brand the SBCTA and rebrand the San Bernardino Associated Governments as the San Bernardino Council of Governments (SBCOG), providing both entities the opportunity to build a recognizable and positive brand identity that will resonate with residents and workers in the county for years to come.

*Entity: COG, CTA*



## Board of Directors Agenda Item

November 2, 2016

Page 2

The next step in the branding process was an exploration of the SBCTA. The hope was to develop a singular name that would help identify the agency. Unfortunately, after the review of over a dozen possible names and naming conventions, a natural flowing derivative for the SBCTA did not present itself. As a result, staff moved forward with branding the SBCTA acronym. Staff went into great detail when thinking out the new brand concept, considering all aspects of our county (i.e. mountains, desert, lakes, valley, roads, etc.). The goal was to develop a brand that was fresh, modern, artistic, and innovative and evoked the feelings of development, movement, and evolution – all exceptional characteristics that our agency represents within San Bernardino County. The team began with over 25 different logo concepts, which staff narrowed down to five. Those five concepts were then presented to the Executive Director for feedback which further narrowed the concepts to three.

From those three concepts staff then looked at which concept provided the most opportunity for flexibility with color scheme, graphical design, and the ability to give a brand identity to other functions of our agency; all while committing to a consistent, recognizable brand. Staff also took into consideration how the new brand would integrate with our sister agencies in the region (LA Metro, OCTA, and RCTC) and what that might look like on a partnership document. We wanted something that would stand out from the other agencies but would not overwhelm.

On Wednesday, September 28, 2016, staff met with the Statutory Entity Ad Hoc Committee (SEAHOC) to review the staff recommended identity/logo, while also reviewing the additional two concepts. With an overwhelmingly positive response from the SEAHOC members present we are now bringing this item forward for recommendation to the Board of Directors.

Attached you will find images of the SEAHOC recommendation for the new branding of the SBCTA and SBCOG.

***Financial Impact:***

This item will have no financial impact on the adopted Fiscal Year 2016/17 SANBAG Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (12-4-0; opposed: Graham, Rigsby, McNaboe, Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 13, 2016. The item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 14, 2016. SANBAG General Counsel has reviewed this agenda item.

***Responsible Staff:***

Michelle Adams, Management Analyst, II

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

# Rebranding the San Bernardino Associated Governments and San Bernardino County Transportation Authority

Attachment A

Presented to:  
Board of Directors  
Wednesday, November 2, 2016

## Colors of Our County



Attachment: SBCTA Brand Presentation - BOD (3209 : Agency Rebranding)

# Our New Brand

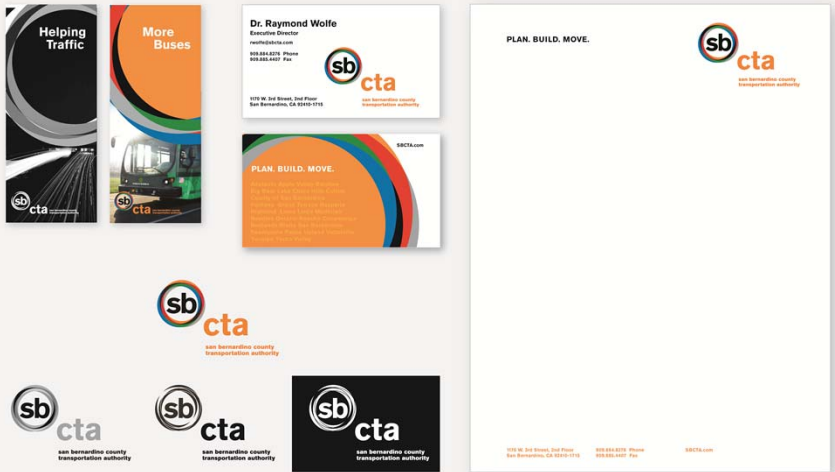


# Our New Brand



Attachment: SBCTA Brand Presentation - BOD (3209 : Agency Rebranding)

# Fresh • Modern • Innovative



# Consistent • Flexible



Attachment: SBCTA Brand Presentation - BOD (3209 : Agency Rebranding)

How did we get here?

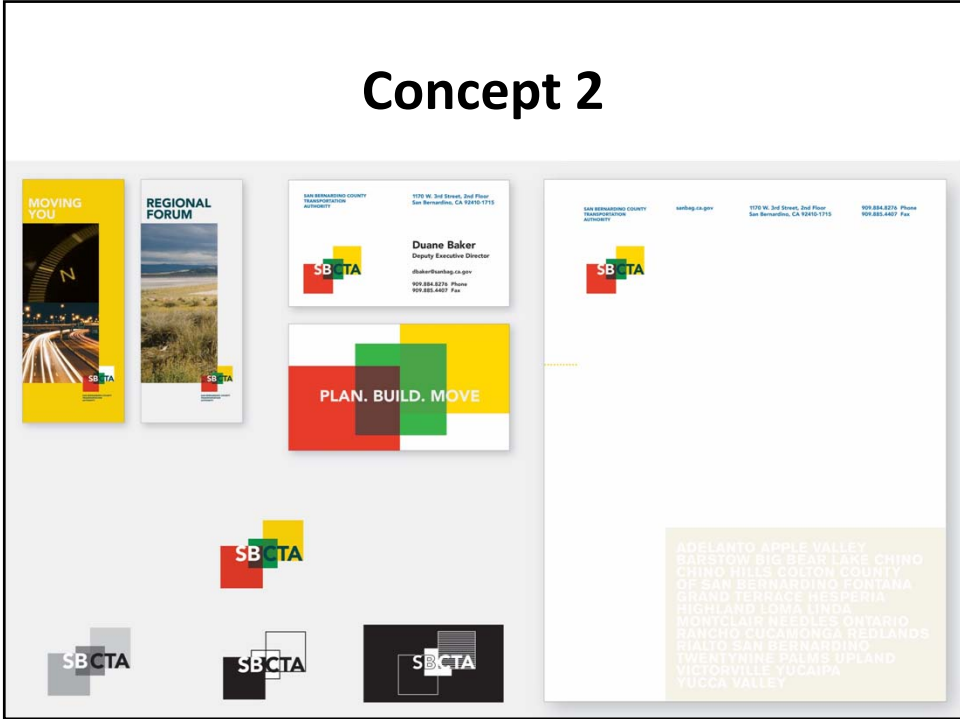
### Concept 1

The image displays a collection of branding assets for SBCTA under the heading "Concept 1". The assets include:

- Two brochures: "HELPING TRAFFIC" (featuring a car) and "MORE BUSES" (featuring a bus).
- A business card for Duane Baker, Deputy Executive Director, with contact information: duane@sbcta.org, (951) 884-8274, and (951) 885-4427.
- A blue graphic with the slogan "PLAN. BUILD. MOVE." and a grid of dots.
- A large white page featuring the SBCTA logo and contact information: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, 1570 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410-1715, (951) 884-8272, and (951) 885-4427.
- Three instances of the SBCTA logo at the bottom, including a dark blue version.

Attachment: SBCTA Brand Presentation - BOD (3209 : Agency Rebranding)

# Concept 2



## Where do we go from here?

Attachment: SBCTA Brand Presentation - BOD (3209 : Agency Rebranding)

## Launching & Reinforcing the Brand

1. Research	Complete
2. Identity/Logo Development	Complete
3. Identity/Logo Approval by SEAHOC	Complete
4. Identity/Logo Approval by MVSS & MDC	Complete
4. Identity/Logo Approval & Adoption by Board of Directors	11.02.16
5. Initial Style Guide Development for Graphical Applications	11.15.16
6. Graphic Transition – Paper & Digital	12.31.16
7. Finalized All-Inclusive Style Guide	02.28.17
8. Graphic Transition – Environmental (To be prioritized as funding allows)	03.31.17
9. Public Launch and Brand Reinforcement Opportunities	2017
City/County Conference	Q1
General Assembly	Q2
Business-to-Business Expo	Q3

## Our New Brand



## *Minute Action*

### AGENDA ITEM: 21

**Date:** *November 2, 2016*

**Subject:**

San Bernardino Historical and Pioneer Society Lease Agreement

**Recommendation:**

- A. Authorize the Executive Director or his designee to negotiate the final form of and execute Lease Agreement No. 17-1001598 with the San Bernardino Historical and Pioneer Society for a term of two years and one month, with two one-year options, with the review and approval of the General Counsel's Office, provided that such modifications do not include extending the term or reducing the rents due from the San Bernardino Historical and Pioneer Society from those identified in the attached draft Lease Agreement.
- B. Authorize the Executive Director or his designee to extend the current contract with the San Bernardino Historical and Pioneer Society, Contract No. C14167 which is set to expire on November 30, 2016, for a period of up to two months if additional time is needed to finalize and execute the new contract, Contract No. 17-1001598.

**Background:**

Originally, San Bernardino Associated Governments (SANBAG), acting in its capacities as the Transportation Commission and the Authority, jointly owned, with the City of San Bernardino, certain real property located at 1170 West 3<sup>rd</sup> Street, San Bernardino, California, which property is known as the San Bernardino Santa Fe Depot. SANBAG's interest in the Depot was placed in the name of the San Bernardino County Transportation Commission earlier this year. In preparation for the reorganization of SANBAG's multiple functions under SB 1305, all of SANBAG's interests in railroad related properties have been or are being transferred to the San Bernardino County Transportation Authority. Therefore, this Lease is being executed in the name of the Authority. SANBAG's interest includes exclusive rights to enter into, amend or terminate all property management agreements and leases at the Depot, pursuant to SANBAG Cooperative Agreement No. 04-040 with the City of San Bernardino.

In February 2008, the Board approved Contract 08-126 with the San Bernardino Historic and Pioneer Society (SBHPS) and the San Bernardino Railroad Historical Society (SBRHS) to occupy approximately 4,765 square feet within the Wesley McDaniel Community Room for the establishment and operation of a historic museum at a rate of \$1.00 per year and authorized a payment of \$200.00 per month to each historic society for providing a volunteer Station Host Program.

In November 2009, the Board approved an amendment increasing the amount of space within leased premises to 6,973 square feet to allow for expansion of the museum and additional storage.

**Entity:** *CTA, CTC*



## Board of Directors Agenda Item

November 2, 2016

Page 2

In December 2013, an amendment was presented to SBHPS and SBRHS after verifying their intent to exercise the option to extend the term of the lease which was set to expire on February 28, 2014. Unfortunately, the contract expired before the amendment was executed which required staff to draft a new contract. While working to draft a new contract, staff was informed by SBHPS that they would be solely responsible for the operation of the Station Host Program. A new lease was drafted and contract number C14167 was executed in June 2014 and was for a term of two (2) years.

In June 2016, the Board approved an amendment removing the responsibilities of operating the Station Host Program from SBHPS, which allowed staff the ability to develop a program that addressed the anticipated needs of passengers and provided more consistent services. Additionally, the Board approved a six (6) month extension of the lease agreement to allow staff adequate time to negotiate the new terms of this lease.

Staff has invested a great deal of time and careful consideration in negotiating the terms of the new lease with SBHPS. The terms of the new lease agreement take into consideration the tenant's sporadic usage. Additionally, these terms were negotiated with the intent to assist SBHPS' ability to continue to operate in its current location, providing tours to local schools and the public, and continuing to host events that further educate the public of the rich history of the San Bernardino Santa Fe Depot.

While the terms of the contract remained largely the same as their current contract, the Authority is requesting a small contribution of SBHPS in an effort to recoup some of the electrical expenses incurred by their occupancy. SBHPS currently occupies 56% of the metered space of which the Authority is requesting a contribution of only 22% which is currently identified as \$660 per month. Additionally, the Authority has agreed to allow SBHPS the option to pay this contribution at the end of each year at the request of SBHPS. The Authority has agreed to forgo collecting any other Rent or Common Area Expenses from SBHPS, which is an expense borne by other tenants.

The term of the Lease and the SBHPS's contribution toward electrical expenses which will be collected as rent have been negotiated between staff and the SBHPS. However, SBHPS has indicated that it would like to discuss certain terms further, and SBHPS has not agreed to the final form of the Lease. Since the current lease expires at the end of November, staff is requesting that the Board authorize the Executive Director or his designee to negotiate the final form of the Lease and execute it with the review and approval of the General Counsel's Office, and that he be authorized to execute an extension of the current lease for a period of up to 2 months in case the new Lease is not finalized before the expiration of the existing lease.

***Financial Impact:***

Approval of this item would result in an increase in revenue in the amount of \$7,920 under task 0805 each Fiscal Year the tenant is in occupancy.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. General Counsel and the Procurement Manager have reviewed this item and the draft lease agreement.

***Responsible Staff:***

Duane Baker, Deputy Executive Director

Board of Directors Agenda Item  
November 2, 2016  
Page 3

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001598 Amendment No.: \_\_\_\_\_ Vendor No.: 01956  
 Vendor/Customer Name: San Bernardino Historical and Pioneer Society Sole Source?  Yes  No  
 Description: Lease of Museum Space  
 Start Date: 12/01/2016 Expiration Date: 12/31/2018 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 16,500.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 16,500.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 16,500.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 11/02/2016  
 Board of Directors Action: Approve Lease Agreement 17-1001598

**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 (3183 : Museum Lease - 17-1001598)

**CONTRACT NO: 17-1001598**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**SAN BERNARDINO HISTORICAL AND PIONEER SOCIETY**

Attachment: 17-1001598 - highlighted Revised Historical society lease-2016 draft rdh - RDH email on 10-15-16 [Revision 1] (3183 : Museum Lease - 17-1001598)

## TABLE OF CONTENTS

<u>Section #</u>		<u>Page #</u>
1	Summary of Lease Provisions	3
2	Premises	3
3	Common Areas	3
4	Parking	4
5	Term	4
6	Rent	4
6	Common Area Operating Expenses	4
7	Rent Increase	5
8	Security Deposit	5
9	Use	5
10	Maintenance & Repairs	5
11	Utilities & Services	6
12	Alterations & Additions	6
13	Insurance & Indemnity	7
14	Property Taxes	8
15	Assignment & Subletting	8
16	Default; Breach; Remedies	8
16	Late Charges	9
17	Estoppel Certificate	9
18	Surrender; Move-out	9
19	Holding Over	9
20	Substituted Premises	9
21	Landlord's Access	9
22	Security	10
23	Signs	10
24	Subordination	10
25	Options	10
26	Damage or Destruction	11
27	General Lease Terms	12
28	Additional Terms	13
	Signatures	13
Exhibit "A"	Rules & Regulations	
Exhibit "B"	[intentionally omitted]	
Exhibit "C"	Space Plan	

1. Summary of Lease Provisions

1.01 Parties: This Lease, dated, December 1, 2016, is made by and between San Bernardino Transportation Authority (SBCTA) (herein called "Landlord") and San Bernardino Historical and Pioneer Society a California nonprofit public benefit corporation (herein called "Tenant").

1.02 Premises: An area towards the west side of the Depot formerly known as the Wesley McDaniel Community Room, consisting of 6,973 rentable square feet, more or less, as defined in Section 2 (the "Premises").

1.03 Building: Commonly described as being located at 1170 West 3rd Street in the City of San Bernardino, County of San Bernardino, State of California.

1.04 Term: Two (2) years (1) month, commencing December 1, 2016 ("Commencement Date") and ending December 31, 2018. The parties acknowledge that Tenant is already in possession of the Premises pursuant to a prior lease, which expires on November 30, 2016.

1.05 Base Rent: In lieu of traditional rents and expenses and in consideration of the public benefits of operating the museum referred to herein, Tenant agrees to pay \$660.00 per month as Base Rent. The parties acknowledge that this amount represents an allocated portion of the electricity costs for the Premises and certain Common Areas of the Depot, which are not served by dedicated electric meters. Such Base Rent shall be payable per Section 6, annually in arrears. The first annual payment shall be due December 31, 2017 and shall include the Base Rent amount for 13 months (including December 2016), with each annual payment due no later than December 31 of each year thereafter.

1.06 Base Rent Increase: [Intentionally Omitted]

1.07 Late Charges: 6% of all past due amounts if any installment of Base Rent or any other sum due from Tenant shall not be received by Landlord within five (5) business days after its due date.

1.08 Security Deposit: [Intentionally Omitted].

1.09 Tenant's Share of Common Area Operating Expenses: [Intentionally Omitted]

1.10 Parking: Maximum six (6) unreserved and unassigned vehicle parking spaces for Tenant's employees and visitors (who shall not utilize any spaces reserved for other occupants of the Depot), as provided for in Section 4.

1.11 Use: Operation of a non-profit Railroad Museum open to the public, including museum displays and related educational programs and meetings. Tenant shall not use the Premises for any other purpose, including the sale of food or drinks, which is prohibited.

1.12 Utilities: Provided by Landlord (subject to reimbursement as may be provided for in this Lease): Electricity, Water, Sewer, Gas, Trash Provided by Tenant: Telephone/Television/Data, Janitorial Services. All as further defined and subject to the provisions in Section 11.

1.13 Maintenance & Repairs: Interior of Premises maintained by Tenant; Exterior of Building maintained by Landlord subject to and in accordance with Section 10.

1.14 Insurance: \$1,000,000 Comprehensive General Liability insurance policy acceptable to Landlord required to be carried by Tenant prior to Occupancy in accordance with Section 13.

1.15 Options to Extend: Tenant has two (2) Options to Extend the term of this Lease for a period of one (1) year each, as provided for in Section 25.

- 1.16 Tenant Improvements: (check one)
[X] Tenant to accept Premises in as-is condition (Tenant is already in possession)
[ ] Landlord to provide Tenant Improvements as provided for in Paragraph 28.
[ ] Tenant to provide Tenant Improvements as provided for in Paragraph \_\_\_\_.

1.17 Notices:

To Landlord:

To Tenant:

San Bernardino County Transportation Authority (SBCTA)

San Bernardino Historical and Pioneer Society

10722 Arrow Route - Suite 500
Post Office Box 548

Attachment: 17-1001598 - highlighted Revised Historical society lease-2016 draft rdh - RDH email on 10-15-16 [Revision 1] (3183 : Museum Lease - 17-1001598)

Rancho Cucamonga, CA 91729-0548  
 Telephone: (909) 948-1662  
 FAX: (909) 948-1349  
 Email: [farhana@city-commercial.com](mailto:farhana@city-commercial.com)

## 2. Premises.

Landlord hereby leases to Tenant for the term, at the rental, and upon all of the conditions set forth herein, the Premises as defined in Section 1.02. The Premises, the Building(s), the Common Areas, and the land upon which the same are located, are collectively referred to as the "Depot" (as per the attached Site Plan). It is understood and agreed that the square footage figures set forth in the Basic Lease Provisions are approximations which Landlord and Tenant agree are reasonable and shall not be subject to revision except in connection with an actual change in the size of the Premises.

Tenant hereby accepts the Premises and the Depot in their condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that it has satisfied by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Depot for the conduct of Tenant's business. LANDLORD HEREBY DISCLOSES THAT PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938, THE PREMISES, COMMON AREAS, AND THE BUSINESS PARK HAS NOT UNDERGONE INSPECTION BY A CASp, AND THUS HAS NOT BEEN VERIFIED TO MEET ALL APPLICABLE CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS.

*Premises shall continue to include a non-exclusive use for public access through the corridor leading to the Premises and the Depot Main Lobby, including the restrooms. Subject to Landlord's advance written approval, Tenant may place a display cabinet within the Depot Main Lobby and place exhibits along the exterior of the Depot in the vicinity of the Premises, subject to Landlord's advance approval and any conditions it may impose at its sole discretion.*

## 3. Common Areas.

"Common Areas" are defined as all areas outside the confines of the Premises, including but not limited to parking areas, loading and unloading zones, trash enclosures, roadways, sidewalks, walkways, parkways, ramps, driveways, landscaped areas, and that are within the Depot that are provided and designated for the general non-exclusive use of Landlord, Tenant, and all other Tenants of the Depot. Tenant, Tenant's employees, visitors, and invitees hereby agree to abide by and conform to all rules and regulations, which Landlord shall have the right in its sole reasonable discretion to modify from time to time. Landlord shall have the exclusive control and management of the Common Areas; however, Landlord shall not be responsible for the non-compliance of said rules and regulations by other tenants, employees, and invitees to the Depot. Landlord shall have the right in its sole discretion to (1) make changes to the Building exterior and/or Common Areas; (2) close temporarily any of the Common Areas for maintenance purposes so long as reasonable access remains available; and (3) to add additional improvements to the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, without notice, in addition to such other rights and remedies it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

## 4. Parking.

Tenant shall be entitled to use the vehicle parking spaces as provided for in Section 1.10 on those portions of the Common Areas designated by Landlord for parking. Tenant shall not use more spaces than said maximum number, and spaces shall be used only for vehicles no larger than full-sized passenger vehicles, pick-up trucks, or sport utility vehicles. Any vehicle loading or unloading shall only be permitted in areas and at times designated by Landlord for such activities. Landlord shall have the right, without notice, to tow any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors) that are in violation of any parking rules and regulations, the cost of which shall be the sole responsibility of Tenant.

## 5. Possession of Premises. [Intentionally Omitted]

## 6. Rent.

**Rent and Base Rent.** Any and all amounts from time to time payable to Landlord by Tenant hereunder shall be referred to herein as Rent, including, but not limited to, Base Rent, and shall be paid in full when due without right of offset, setoff or deduction. Tenant shall pay to Landlord the Base Rent for the Premises as provided of in Section 1.05. Base Rent for any period less than one month shall be prorated based upon the actual number of days in the calendar month involved. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to any such other persons or at any such other places as Landlord may designate in writing.

**Common Area Maintenance Expenses ("CAM").** [Intentionally Omitted]

**7. Rent Increase.** [Intentionally Omitted]

**8. Security Deposit.** [Intentionally Omitted]

**9. Use.**

The Premises shall be used and occupied only for the purpose as provided for in Section 1.11 and for no other purpose. Tenant shall conduct its activities in a lawful manner (including obtaining and maintaining any required governmental permits and licenses) and shall not use or permit use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Depot.

*Tenant agrees to continue to operate a historic museum which serves the public for the purpose of providing social and educational needs to the population of the County. As a material inducement for this Lease, Tenant shall continue to operate the museum not less than four (4) hours on every Saturday.*

*Subject to Landlord's advance written approval, Lessee may place a display cabinet within the Depot Main Lobby and exhibit collections along the exterior of the Depot in the vicinity of the Leased Premises. Tenant and its employees, volunteers, patrons and invitees shall have access to and use of the restrooms in the main lobby of the Depot during the hours such lobby is open to the public, which shall be at Landlord's discretion.*

*Subject to Landlord's advance written approval and any conditions and restrictions it may impose at its sole discretion, Tenant may hold (1) Special Event per month using the Depot Main Lobby for the purposes specified above. All events shall harmonize with the character and mission of the San Bernardino Historic and Pioneer Society. Use of the Depot Main Lobby shall be nonexclusive. Requests for Special Events must be made at minimum of 30 days in advance. Although it is expected that requests will be received with adequate notice, special considerations may be made for late requests due to extenuating circumstances at Landlord's sole and absolute discretion.*

*Other than as specifically set forth herein, under no circumstance shall Tenant use or authorize any person or organization of any kind to use the property, outside actual Premises for any purpose. Any such event will result in termination of the Lease.*

**10. Maintenance and Repairs.**

Landlord's Obligations: Landlord shall keep the Depot foundations, exterior walls, exterior doors and windows, roof, fire sprinkler system and fire/smoke detection equipment, and common areas (as defined above), in good condition and repair; provided, however Landlord shall not be obligated to repair or replace any interior windows, doors or plate glass of the Premises. There shall be no abatement of rent or liability of Tenant on account of any injury or interference with Tenant's business with respect to any improvements, alterations, or repairs made by Landlord to the Depot or any part thereof.

Tenant's Obligations: Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition, and repair (whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, electrical, lighting facilities, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. If Tenant fails to perform its obligations under this Section, Landlord may enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair at Tenant's expense. Tenant shall reimburse Landlord for the full cost of such work within 10 days of Landlord's written notice of the amount due.

Hazardous Substances. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety, or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Tenant shall not engage in any activity in or about the Premises which constitutes a use of Hazardous Substances without the express written consent of Landlord and compliance in a timely matter (at Tenant's sole cost and expense) with all governmental requirements (including but not limited to compliance with all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter or rating bureau). Landlord may (but without any obligation to do so) condition its consent, if granted, to Tenant's use of any Hazardous Substance upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises, and the environment against damage, contamination, or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on



or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises and/or the deposit of an additional Security Deposit. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

Tenant shall indemnify, protect, defend, and hold Landlord, its agents, employees, lenders, and ground Landlord, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of and involving and Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this subsection shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

## 11. Utilities & Services.

Landlord shall be responsible for the following utilities and services that serve the Premises, (check those that apply):

- Electricity
- Gas
- Water/Sewer
- Television/Telephone & Data Service
- Trash
- Security Alarm Monitoring
- Janitorial Service & Supplies

Tenant shall be responsible for the direct payment of the following utilities and services that serve the Premises, as provided for in Section 1.05 of this Lease (check those that apply):

- Electricity
- Gas
- Water/Sewer
- Television/Telephone/Data Service
- Trash
- Security Alarm Monitoring
- Janitorial Service & Supplies

Tenant shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting, or power, or suffer or permit any act that causes extra burden upon the utilities or services. Tenant shall reimburse Landlord for any excess expenses or costs that may arise out of a breach of this subparagraph by Tenant at actual cost or at a predetermined rate of **\$50.00** per hour of usage within 10 days of Landlord's written notice of the amount due. Landlord may, in its sole discretion, install at Tenant's expense supplemental equipment and/or separate metering applicable to Tenant's excess usage or loading.

There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair, or other cause beyond Landlord's reasonable control or in cooperation with governmental request or directions.

## 12. Alterations and Additions.

Tenant shall not without Landlord's prior written consent make any alterations, improvements, additions, or repairs (hereinafter collectively referred to as "Alterations") in, on or about the Premises or the Depot. Should Landlord permit Tenant to make its own Alterations, Tenant shall use only contractors that are properly and adequately licensed and insured, and Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Landlord against any liability for mechanic's and materialmen's liens and to ensure completion of the work. Any Alterations in or about the Premises or the Depot that Tenant shall desire to make shall be presented to Landlord in written form, with proposed detailed plans. If Landlord shall give its consent to making such Alteration, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing of a copy thereof to Landlord prior to the commencement of the work, and compliance by Tenant of all conditions of said permit in a prompt and expeditious manner.

Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building, or the Depot, or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises by Tenant, and Landlord shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law.

All Alterations which may be made on the Premises by Tenant shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Landlord requires their removal pursuant to Section 18.

Tenant further acknowledges that the Depot is an historical landmark and thus cannot be altered or modified in any way without the express written consent of Landlord.

### 13. Insurance and Indemnity.

Liability and Property Insurance -Tenant: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined or in a greater amount as reasonably determined by Landlord and shall insure Tenant with Landlord as additional insured against liability arising out of the use, occupancy, or maintenance of the Premises. Such insurance shall have a deductible of not greater than \$500. Compliance with the above requirement shall not, however, limit the liability of Tenant hereunder. Tenant shall also maintain insurance coverage on all of Tenant's personal property, trade fixtures, and alterations and improvements in, on, or about the Premises similar in coverage to that carried by Landlord (such insurance shall be full replacement cost coverage with a deductible not to exceed \$2,500 per occurrence, and the proceeds from any such insurance shall be used exclusively for the replacement of personal property and the restoration of trade fixtures, alterations, and improvements). All insurances shall be on an "occurrence" form, with coverages issued by insurance carriers acceptable to Landlord. Tenant shall deliver to Landlord certificates acceptable to Landlord evidencing the existence and amounts of such insurance prior to the Commencement Date of this Lease, and shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof.

The cost of the premiums for the insurance policies maintained by Landlord hereinafter shall be a Common Area Operating Expense.

Liability Insurance - Landlord: Landlord may from time to time, in its sole discretion obtain and keep in force during the term of this Lease such policies of insurance against Bodily Injury, Property Damage and other risks Landlord deems advisable insuring Landlord, but not Tenant, against liability arising out of the ownership, use, occupancy, or maintenance of the Depot in such amounts as Landlord determines in its sole discretion.

Property Insurance: Landlord may obtain and keep in force during the term of this Lease such policy or policies of insurance covering loss or damage to the Depot improvements, but not Tenant's personal property, fixtures, equipment, or tenant improvements, in such amounts and providing protection, including extended coverage, against all such perils as Landlord determines in its sole discretion, including, but not limited to fire, earthquake, flood, vandalism, malicious mischief, , and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Depot. In addition, Landlord may obtain and keep in force, during the term of this Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant shall not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. In the event that the Premises shall suffer any insured losses, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord.

Indemnity: Tenant shall indemnify and hold harmless Landlord and its agents, Landlord's master or ground Landlord, partners and lenders, from and against any and all claims for damage or injury to the person or property of anyone or any entity arising from Tenant's use of the Depot, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Landlord as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default, or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against Landlord by reason of any such matter. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified.

Exemption of Landlord from Liability: Tenant hereby agrees the Landlord shall not be liable to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage results from conditions arising upon the Premises or upon other portions of the Depot, or from other sources or places, or from new construction or the repair, alteration, or improvement of any part of the Depot, or of the equipment, fixtures, or appurtenances applicable thereto, and regardless of whether the cause of such damage or the means or repairing the same is inaccessible. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Depot, nor from the failure of Landlord to enforce the provisions of any other lease of any other Tenant of the Depot.

### 14. Property Taxes.

Real Property Taxes: [Intentionally Omitted]

Personal Property Taxes: Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

### 15. Assignment & Subletting.

Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises, without

Landlord's prior written consent, which may be given or withheld in Landlord's sole and absolute discretion. Regardless of Landlord's consent, no assignment or subletting shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the rent and other sums due Landlord hereunder including Tenant's Share of Operating Expense Increase, and to perform all other obligations to be performed by Tenant hereunder. If Tenant's obligations under this Lease have been guaranteed by third parties, then an assignment or sublease, and Landlord's consent thereto, shall not be effective unless said guarantors give their written consent to such sublease and the terms thereof. The consent by Landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the subtenant. Landlord shall be a party to, and have the right to review, any proposed subleases and associated documents. If Tenant shall request the consent of Landlord for a proposed assignment or subletting, then Tenant shall pay Landlord's reasonable costs and expenses incurred in connection therewith, including attorneys', architects', engineers', or other consultants' fees.

In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant. The discovery of the fact that any financial statement relied upon by Landlord in giving its consent to an assignment or subletting was materially false shall, at Landlord's election, render Landlord's said consent null and void.

## 16. Default; Breach; Remedies.

Tenant's Default/Breach: The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) The breach by Tenant of any of the covenants, conditions or provisions contained within this Lease, where such breach is of an incurable nature.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, and as when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure of Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure is curable in nature and continues for a period of three (3) business days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than three (3) business days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said three (3) business day period and thereafter diligently pursues such cure to completion. Such three (3) business day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

(d) The discovery by Landlord that any financial statement given to Landlord by Tenant, or its successor in interest or by any guarantor of Tenant's obligation hereunder, was materially false.

Landlord's Default/Breach: Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than three (3) business days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than three (3) business days are required for performance then Landlord shall not be in default if Landlord commences performance within such three (3) business day period and thereafter diligently pursues the same to completion.

Remedies: In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises. and reasonable attorneys' fees.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

Late Charges: Tenant hereby acknowledges that the late payment by Tenant to Landlord of Base Rent, Tenant's Share of Operating Expense Increase or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Base Rent, Operating Expense Increase, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within **five business (5)** days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to **six percent (6%)** of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder, nor shall it preclude Tenant's liability for interest on any unpaid amounts at the legal rate.

## 17. Estoppel Certificate.

Each party (as "responding party") shall at any time upon not less than ten (10) days' prior written notice

from the other party ("requesting party") execute, acknowledge, and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Depot or of the business of Tenant. At the requesting party's option, the failure to deliver such statement within such time shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's rent has been paid in advance.

## 18. Surrender; Move-out.

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord, which shall include the return of all keys and access control devices, in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by reasonable maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment, and shall leave the HVAC equipment, power panels, electrical distribution systems, lighting fixtures and lamps, window coverings, wall and floor coverings, ceilings, plumbing fixtures, and all other building systems in the Premises in good operating condition.

## 19. Holding Over.

If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the rent payable shall be **125%** of the rent immediately preceding the termination date of this Lease, and all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

## 20. Substituted Premises.

Landlord reserves the right, upon not less than sixty (60) days prior written notice to Tenant, to substitute for the Premises some other premises within the Building having substantially equivalent net rentable area as the Premises, subject to a 15% variation, provided that Landlord shall pay all expenses reasonably incurred in relocating Tenant's property to such new location, and upon the expiration of such written notice, such other premises shall be substituted for the Premises for all purposes under this Lease. Landlord shall not be obligated to Tenant for any losses resulting from the substitution of Premises, and Tenant agrees to hold Landlord harmless against any such losses.

## 21. Landlord's Access.

Landlord and Landlord's agents shall have the right to enter the Premises at reasonable time for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, making such alterations, repairs, improvements, or additions to the Premises or to the Depot as Landlord may reasonably deem necessary or desirable and the erecting, using, and maintaining of utilities, services, pipes, and conduits through the Premises and/or other premises as long as there is no unreasonable interference with Tenant's property or business use of the Premises. Landlord may at any time place on or about the Premises or the Building any ordinary "For Sale" signs and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All activities of Landlord pursuant to this paragraph shall be without abatement of rent, nor shall Landlord have any liability to Tenant for the same.

Landlord shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults, and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. This Section shall in no event constitute a waiver or violation of Tenant's right to quiet enjoyment of the Premises.

## 22. Security.

Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Depot. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Depot or any part thereof, in which event the cost thereof shall be included within the definition of Common Area Operating Expenses.

Tenant shall not permit anyone, except in emergency or with Landlord's prior approval, to go upon the roof of the building nor to access electrical, utility, elevator, machinery or equipment rooms.

## 23. Signs.

Tenant shall not place any sign upon the Premises or the Depot without Landlord's prior consent. Under no circumstances shall Tenant place a sign on any roof of the Depot. Lettering on directory or monument signs, if applicable and which must be expressly approved herein, shall be provided by  Landlord  Tenant, and shall conform to the Depot sign criteria. In the event Tenant is permitted signage on the Building exterior, such signage shall be subject to the Depot sign criteria and in accordance with applicable codes, requirements, and governmental approval of the City in which the Building is located.

The installation, maintenance, repair, and removal (including any underlying damage caused by removal) of such exterior signage shall be provided by Tenant, at Tenant's sole cost and expense. Failure to maintain such signage shall, at Landlord's option, result in forfeiture of the sign position(s) and removal of existing signage (at Tenant's cost).

## 24. Subordination.

This Lease, and any Option or first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Depot. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless otherwise terminated pursuant to its terms. Tenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact.

## 25. Options.

As used in this paragraph the word "Option" has the following meaning: (1) the right or option to extend the term of this Lease or to renew this Lease; (2) the option or right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other space within the Depot or the right of first offer to lease other space within the Depot; (3) the right or option to purchase the Premises or the Depot, or the right of first refusal to purchase the Premises or the Depot, or the right of first offer to purchase the Premises or Depot.

Each Option granted to Tenant in this Lease is personal to the original Tenant and may be exercised only by the original Tenant while occupying the Premises. In the event that Tenant has multiple options to extend or renew this Lease a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised. All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, during the term of this Lease, (i) Tenant fails to pay Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Tenant fails to commence to cure any curable default or breach of the provisions of this Lease within thirty (30) days after the date that Landlord gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or (iii) Landlord gives to Tenant three or more notices of default for the non-payment of rent, whether or not the defaults are cured, or (iv) if Tenant has committed any non-curable breach or is otherwise in default of any of the terms, covenants, and conditions of this Lease.

Any and all Options granted to Tenant, if any, are hereby prescribed as follows:

*So long as Tenant is not in default of this Lease, or has not been habitually in default during the initial Term, Tenant may extend the term of this Lease for two (2) additional periods of one (1) year each at the Landlord's discretion. In order to exercise such Options, Tenant must notify Landlord, in writing, no later than ninety (90) days prior to the expiration of the preceding term, of its intent to exercise the Option to Extend. Failure to notify Landlord as stipulated shall, at Landlord's discretion, automatically cancel Tenant's rights hereby granted under this Option. The monthly Base Rent for these Option periods granted herein, if exercised, shall be increased annually in accordance with Section 7(a) of this Lease.*

## 26. Damage or Destruction.

In the event the Premises sustains damages of less than fifty percent (50%) of its then replacement value, then Landlord shall repair such damage (except for Tenant's improvements, trade fixtures and equipment) as soon as reasonably possible, and this Lease shall continue in full force and effect, and Rent and other charges shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. In the event such damages are uninsured, Landlord may elect not to restore and repair the Premises, in which case this Lease shall be terminated. In either case, if such damages or destruction was caused by a negligent or willful act of Tenant, then Tenant shall make all necessary repairs and restorations at its sole cost and expense and this Lease shall continue in full force and effect with no abatement of rent.

In the event the Premises sustains damages of more than fifty percent (50%) of its then replacement value, (unless caused by a negligent or willful act of Tenant in which case Tenant shall make all necessary repairs and restorations at its sole cost and expense and this Lease shall continue in full force and effect with no abatement of rent), this Lease shall terminate effective on the date of such damage or destruction.

## 27. Eminent Domain.

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by Tenant for purposes of the business for which the Premises are leased will not terminate this Lease. If Tenant determines that the remaining portion is not reasonably usable, Tenant may terminate this Lease by giving written notice of termination to Landlord no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should Tenant not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall belong to Landlord (including damages for the bonus value of Tenant's leasehold improvements), except to the extent that part of the award is allocated as damages to fixtures of the Depot which were furnished by Tenant, or expenses for Tenant's relocation.

## 28. General Lease Terms:

**Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.

**Additional Rent.** All monetary obligations of Tenant to Landlord under the terms of this Lease, including but not limited to Tenant's Share of Operating Expense Increase and any other expenses payable by Tenant hereunder shall be deemed to be rent.

**Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter, including but not limited to Letters of Intent, Proposals to Lease, and other documentation associated with the negotiation of this tenancy, shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker on this transaction nor the Landlord or any employee or agents of any said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Depot and Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease, including but not limited to the Occupational Safety Health Act and the Americans with Disabilities Act ("ADA"); However, Tenant shall not be responsible for ADA and/or CAL OSHA related requirements which may or may not have been addressed prior to the initiation of this Lease.

**Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Tenant or to Landlord at the address noted in Section 1.17. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

**Waivers.** No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

**Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjusted that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as if it was not legally required to pay under the provisions of this Lease.

**Covenants and Conditions.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

**Binding Effect; Jurisdiction.** This Lease shall bind the parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State where the Depot is located and any litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Depot is located.

**Attorney's Fees.** If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon, shall be entitled to his reasonable attorneys' fees to be paid by the losing party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notice of default (including but not limited to notices required under the Unlawful Detainer statutes) and consultations in connection therewith, whether or not a legal transaction is subsequently commenced in connection with such default. The costs, salary and expenses of the City Attorney and members of his office in enforcing this contract on behalf of the City of San Bernardino shall be considered as "attorney's fees" for the purposes of this paragraph".

**Consents.** Wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld or delayed.

**Guarantor.** In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant under this Lease.

**Authority.** The individuals executing this Lease on behalf of the Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Depot. If Tenant is a corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on

behalf of such entity represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of such entity.

**Conflict.** Any conflict between the printed provisions, Exhibits, or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

**Multiple Parties.** If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

#### **ATTACHMENTS:**

Attached hereto are the following documents which constitute a part of this Lease:

- Exhibit "A" - Rules and Regulations**
- Exhibit "B" - [Intentionally omitted]**
- Exhibit "C" - Space Plan**

#### **ADDITIONAL TERMS:**

N/A

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

THIS LEASE HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE REAL ESTATE BROKERS, OR ANY OF THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO. THE PARTIES SHALL RELY SOLELY UPON THE ADVISE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

**San Bernardino County Transportation Authority**

**San Bernardino Historical and Pioneer Society**

By: \_\_\_\_\_  
Name  
Title

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

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

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

**APPROVED AS TO FORM**

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

**CONCURRENCE**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: 17-1001598 - highlighted Revised Historical society lease-2016 draft rdh - RDH email on 10-15-16 [Revision 1] (3183 : Museum Lease - 17-1001598)



## EXHIBIT "A" RULES AND REGULATIONS

### GENERAL RULES

1. Tenant shall not suffer or permit the obstruction of any Common Areas.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Depot or its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other Tenants or persons having business within the Depot.
4. Tenant shall not keep animals or birds within the Depot (unless a part of approved use as per Section 9 of this Lease), and shall not bring bicycles, motorcycles, or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer, or permit litter except in appropriate receptacles for that purpose. All garbage and refuse shall be placed in containers designated for refuse collection, and such items must fit entirely within the receptacles. All large boxes and other refuse shall be broken down prior to placing in the containers. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.
6. Tenant shall not alter any exterior or interior lock or install new or additional locks or bolts on exterior or interior doors without prior written approval from the Landlord.
7. Tenant shall not deface the walls, partitions, or other surfaces of the premises or the Depot.
8. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
9. Tenant shall return all keys, including duplicates, at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
10. No window coverings, shades, or awnings shall be installed or used by Tenant without Landlord's prior approval.
11. No Tenant, employee, or invitee shall go upon the roof of the Building without Landlord's prior approval.
12. Smoking shall be restricted to designated smoking areas, if any, and then not near, doors, windows, or other entrances, exits, or openings to other units within the Depot
13. Tenant shall not install, maintain, or operate any vending machines upon the Premises without Landlord's written consent. Tenant is not authorized to sell or permit any other party to sell any food or beverages in the premises.
14. The premises shall not be used for lodging or manufacturing, cooking, or food preparation, except as an approved Use per Section 9 of this Lease.
15. Tenant shall comply with all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.
16. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
17. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
18. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Depot and its occupants. Tenant agrees to abide by these and such rules and regulations.
19. Signs shall conform to sign criteria established by Landlord and shall not exceed the quantity or dimensions authorized by Landlord. No signs (other than signs that strictly conform to sign criteria), placards, pictures, advertisements, names, or notices shall be inscribed, displayed, painted, or affixed on or to any part of the outside or inside of the Building or within the Common Areas of the Depot. Landlord shall have the right to remove any such non-conforming signs without notice to Tenant, at the expense of Tenant.
20. Tenant shall not disturb, solicit, or canvass any other Tenant within the Depot.
21. Tenant, its contractors, employers, or invitees, shall not loiter in the Common Areas of the Depot or in any way obstruct the entrances and driveways.
22. No antenna, aerial, discs, satellite dishes, or other such device shall be erected on the roof or exterior walls of the Building without Landlord's express consent.

### PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles, non-commercial pick-up trucks, and sport utility vehicles herein called "Permitted Size Vehicles". Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".
2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.
3. Parking stickers or identification devices shall be the property of Landlord and be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charge as is reasonably established by Landlord for the loss of such devices.
4. Landlord reserves the right to refuse the sale or issuance of identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws, and/or agreements.
5. Landlord reserves the right to relocate all or a part of parking spaces, and to reasonable allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances, and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which risks are assumed by the party using the parking area. No overnight parking shall be permitted.

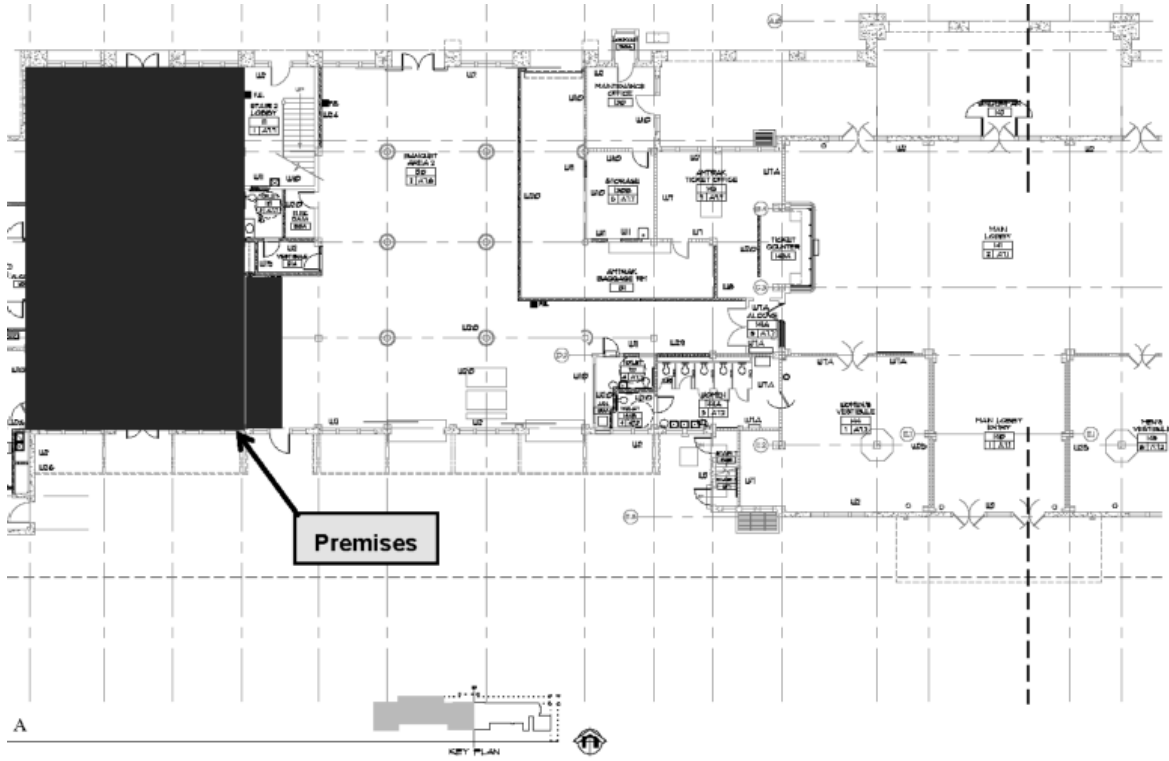
8. The maintenance, washing, waxing, or cleaning of vehicles in the parking structure or Common Areas is prohibited.
9. Tenant shall be responsible for seeing that all of its employees, agents, and invitees comply with the applicable parking rules, regulations, laws, and agreements.
10. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
11. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.
12. Violation of any of the parking rules or regulations may result, without notice, in the towing of any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors), the cost of which (including impound fees) shall be the sole responsibility of Tenant.


**EXHIBIT "B"**

**[Intentionally omitted]**

Attachment: 17-1001598 - highlighted Revised Historical society lease-2016 draft rdh - RDH email on 10-15-16 [Revision 1] (3183 : Museum Lease - 17-1001598)

# EXHIBIT "C" SPACE PLAN



<p><b>SAN BERNARDINO SANTA FE DEPOT</b>          RENOVATION AND RETROFIT          1170 WEST 3RD STREET, SAN BERNARDINO, CALIFORNIA 92418          OWNER: CITY OF SAN BERNARDINO / SANBIAO</p>	<p>MELFORD WATKINS DONALDSON          ARCHITECT            602 WEST AVENUE, SUITE 200, SAN BERNARDINO, CA 92410          (951) 838-7444 FAX (951) 834-6338</p>	<p>REVISIONS</p>	<p>DATE          29 OCTOBER 01</p>	<p>PROJECT          FIRST FLOOR          PLAN          (SEGMENT A)  <b>A3.3</b></p>
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Attachment: 17-1001598 - highlighted Revised Historical society lease-2016 draft rdh - RDH email on 10-15-16 [Revision 1] (3183 : Museum Lease - 17-1001598)

## *Minute Action*

### AGENDA ITEM: 22

**Date:** *November 2, 2016*

**Subject:**

Freeway Service Patrol Award of Contracts for Beats 9, 14 and 31

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

- A. Award Contract No. 16-1001523 to Royal Coaches Towing for Freeway Service Patrol Beat No. 9 for a five-year term, for an amount not-to-exceed \$1,273,064 as outlined in the Financial Impact Section.
- B. Award Contract No.16-1001522 to Pepe’s Towing for Freeway Service Patrol Beat No. 14 for a five-year term, for an amount not-to-exceed \$1,958,891 as outlined in the Financial Impact Section.
- C. Award Contract No. 16-1001556 to Royal Coaches Towing for Freeway Service Patrol Beat No. 31 for a five-year term, for an amount not-to-exceed \$1,272,935 as outlined in the Financial Impact Section.

**Background:**

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The specific stretch of highway that the tow truck patrols is referred to as a “Beat.” FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions and secondary incidents.

SANBAG receives an annual allocation from the State of California to implement FSP services, which is matched 20% with local revenues, Department of Motor Vehicles funds. These funds are sufficient to operate the eight beats during the morning and afternoon peak periods Monday through Friday, on the most congested highways in the San Bernardino Valley.

The current contract for FSP Beat 9 expires on April 30, 2017, the contract for FSP Beat 14, which is currently broken up into two adjacent Beats (6 & 7) expires on February 28, 2017. FSP Beat 31, is a newly created Beat and will be funded by the Mobile Source Air Pollution Reduction Review Committee (MSRC). On July 6, 2016, the Board of Directors approved the release of two (2) Request for Proposals (RFP) 16-1001522 and 16-1001523 for a total of three Contracts (16-1001522, 16-1001523, and 16-1001556), seeking proposals from qualified tow operators. The three beats cover the following areas:

1. Beat 9 – I-10 from Indian Hill (LA County line) to Haven Avenue

*Entity: CTC, SAFE*

## Board of Directors Agenda Item

November 2, 2016

Page 2

2. Beat 14 – I-215 from Center St. to Devore Road
3. Beat 31 – SR-210 from the LA County line to Citrus Avenue

The RFP was posted on SANBAG's PlanetBids site and notifications of the RFP were sent out to 102 vendors, Public Notice Ads were placed in several local newspapers, and two RFP notifications were mailed to 102 tow operators in the surrounding Southern California area which are on the California Highway Patrol's (CHP) Rotation Tow lists (a program requirement). The RFP was downloaded by seven (7) tow operators. A non-mandatory pre-proposal meeting was conducted on July 20, 2016, which was attended by six (6) tow operators.

As a result, two tow operators submitted proposals for Beats 9 and 31 (Royal Coaches Towing and Pepe's Towing); and one tow operator submitted a proposal for Beat 14 (Pepe's Towing). One proposer was deemed non-responsive due to their proposals arriving after the required 2:00 p.m. deadline on Tuesday, August 23, 2016. The late proposals were deemed non-responsive and returned to the proposers without further consideration or evaluation pursuant to the Proposal Submittal section of the RFP.

The Evaluation Team that reviewed the proposals consisted of a representative from the California Highway Patrol (CHP) local office, Riverside County Transportation Commission (RCTC) and SANBAG. After an initial review, the Evaluation Team made their "short list" recommendations based on the following criteria.

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer's understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).

A total of two tow operators made the short list, and were notified that they would be visited by the Evaluation Team for an on-site field interview. The final list of the short-listed proposers includes (in alphabetical order): Pepe's Towing and Royal Coaches Towing.

The Evaluation Team conducted interviews at each of the Proposer's tow yards where each proposer was asked a series of about twelve questions and the evaluation committee walked each of the yards to ensure it met basic FSP needs such as having a secure lot that will house the FSP tow trucks and SANBAG owned equipment.

Royal Coaches Towing was ranked as number 1 on Beats 9 and 31. After deliberation by the evaluation committee, it has been determined that it is in the best interest of SANBAG to award Beats 9 and 31 to the #1 ranked firm, Royal Coaches Towing. The decision was based on their knowledge of SANBAG's FSP Program as well as the firm's extensive experience with law

## Board of Directors Agenda Item

November 2, 2016

Page 3

enforcement tow programs and the industry in general. Royal Coaches Towing's hourly rate for Beats 9 and 31 shall be \$64.82 per hour for all five years of each contract.

Pepe's Towing was ranked as number 1 on Beat 14. Although they were the only firm to bid on Beat 14, the evaluation committee determined they are the best firm for the contract. Pepe's towing has extensive experience with Riverside and San Bernardino's FSP Program. Pepe's Towing has also been servicing the Beat 14 area for the past five years and has been in excellent standing. Pepe's Towing's hourly rate for Beat 14 shall be \$66.50 per hour for all five years of the contract.

Attached are the agreements for each firm and service area (Exhibit A), pricing information (Exhibit B), and the Fines and Penalties Schedule (Exhibit C). The firm's proposals will also be incorporated into their respective Beat agreements. Upon Board approval, the contracts will be executed and service for Beat 9 will begin on May 1, 2017, service for Beat 14 will begin March 1, 2017, and service for Beat 31 will begin March 1, 2017. With the Board's approval, this service will continue to be provided without disruption to the motoring public.

**Financial Impact:**

Funds for the contracts are included in the Fiscal Year (FY) 2016/2017 budget. Funding for subsequent fiscal years will be included in those respective budgets.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. SANBAG's General Counsel and Procurement Manager have reviewed this item and the draft agreements.

**Responsible Staff:**

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: November 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001523 Amendment No.: Vendor No.: 03251
Vendor/Customer Name: Royal Coaches Auto Body & Towing Sole Source? Yes No
Description: Freeway Service Patrol Beat 9
Start Date: 05/01/2017 Expiration Date: 04/30/2022 Revised Expiration Date:
Has Contract Term Been Amended? No Yes - Please Explain
List Any Related Contracts Nos.:

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.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 11/02/2016
Board of Directors Action:

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: JENNY HERRERA

Attachment: CSS 16-1001523 (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)



**Exhibit A – “SCOPE OF WORK”**

Attachment: 16-1001523 Beat 9 - Exhibit A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT A**  
**16-1001523**  
**FREEWAY SERVICE PATROL FOR BEAT 9**  
**BEAT 9 - (I-10 LA COUNTY LINE TO HAVEN AVENUE) &**  
**SCOPE OF WORK**

**1.0 Summary of Scope of Work**

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require Two (2) primary certified Freeway Service Patrol (FSP) tow trucks, and one (1) certified back-up FSP tow truck.

Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, drivers will remove the vehicles from the freeway to provide services within policy. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be

incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested, UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SANBAG and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SANBAG and Caltrans have an agreement under which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SANBAG and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year and that schedule is provided via email from CHP, and the CONTRACTOR will be notified no later than three (3) business days prior to the meeting.

Please refer to Exhibit C for further details on violations and penalties.

## **2.0 Contract Representatives.**

SANBAG, Caltrans, and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these

services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

### 3.0 Service Location.

The FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of the Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (i.e. email). The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

### 4.0 Equipment Requirements:

**There will be Two (2) primary tow trucks and one (1) back up tow truck required for this contract.**

#### A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non FSP hours.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. The tow trucks cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start

of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained certified FSP tow truck(s) or improperly equipped certified FSP tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP certified back-up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two (2) inches by 2 inches and no greater than four (4) inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Exhibit C for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.

9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights - (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. 2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least  
4 B - C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Highway flares 360 minutes min.
34. Cones 18" height, reflectorized with tape
35. Hydraulic Floor Jack: 2-ton AND
36. 2-ton jack stand (1)
37. Wheel chock (1)
38. Four-way lug wrench (1 std.) (1)
39. Four way lug wrench (1 metric) (1)
40. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
41. Flashlight and spare batteries or charger (1)
42. Tail lamps/stop lamps, portable remote with extension cord (1 set)

44. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
45. Funnel, multi-purpose, flexible spout (1)
46. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles (1)
47. Five (5)-gallon can with lid filled with clean absorb-all (1)
48. Empty trash can with lid (Five gallon) (1)
49. Lock out set (1)
50. Safety glasses

Each certified FSP tow truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

51. Screwdrivers--
  - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
  - ii. Phillips head - #1 and #2 (1 each, min).
52. Needle nose pliers (1)
53. Adjustable rib joint pliers, 2" min. capacity (1)
54. Crescent wrench - 8" (1)
55. Crescent wrench - 12" (1)
56. Four (4) lb. hammer (1)
57. Rubber mallet (1)
58. Electrical tape, roll (1)
59. Duct tape, 20 yard roll (1)
60. Tire pressure gauge (1)
61. Mechanic's wire (roll) (1)
62. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer, must be able to access the required primary and back up FSP Tow Trucks and/or service truck no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SANBAG is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit C.

At times, an “outside speaker” or a handheld Kenwood “mic” (examples only) may need to be replaced due to normal wear and tear. If equipment needs to be replaced due to normal wear and tear, SANBAG will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP related equipment needs to be replaced due to negligence by the CONTRACTOR or any of their staff, including Drivers, the cost of the equipment and the installation cost will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depends on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SANBAG and one of the FSP CHP officers immediately when any San Bernardino FSP equipment is damaged, failing or has failed and the CONTRACTOR will be provided with a replacement part by SANBAG or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “certified FSP back-up truck” on the Beat to cover the shift.

With the written permission of SANBAG the CONTRACTOR may be given the authorization to install some replacement equipment (an “outside speaker” or a “mic” for example) as long as the CONTRACTOR installs the equipment per SANBAG and San Bernardino FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SANBAG or one of the FSP CHP officers for further instructions/information. If provided the authorization by SANBAG or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

### **B. FSP Certified Back-Up Tow Truck.**

The CONTRACTOR shall be required to have one FSP certified back-up tow truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP certified back-up tow truck should be used when a certified primary FSP tow truck or, certified primary service truck is unavailable. The FSP certified back-up tow truck shall meet the same requirements for equipment, set-up and color as a Certified primary FSP tow truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit C for further details on violations and penalties. Certified FSP tow trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

### **C. Vehicle Breakdown and Other Missed Service.**

A FSP certified back-up tow truck must be in service on the Beat within 45 minutes of the time when a primary FSP tow truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP certified back-up tow truck is provided. This 45 minute period prior to imposition of fines shall not apply to



removal of trucks from service for failure to meet specifications or safety requirements as set forth in paragraph A above, where fines shall begin immediately. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP tow truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP certified back-up tow truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the Tablet Computer that they have switched to a FSP certified back-up tow truck.

In addition, not having a FSP certified back-up Tow Truck Driver available is not an allowable excuse for not having a FSP certified back-up tow truck on the Beat within the 45 minute time period.

Please refer to Exhibit C for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the back-up requirement noted above.

#### **D. Vehicle Identification.**

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SANBAG will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any SANBAG and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat, clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

#### **E. Communications Equipment.**

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for

data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment damaged or altered due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices. ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Data input into the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the motorist of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SANBAG, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. All Tablet Computers should have the exterior protective case cleaned (protective outside case) and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All Tablet Computers must be kept in a secure location. During all non-FSP operational hours, Tablet Computers shall not be left in tow or service truck. All Tablet Computers must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Tablet Computers are to be with the Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their Tablet Computers are operating at all times.

The CONTRACTOR shall provide access to the Tablet Computers for SANBAG and FSP CHP Officers, or their designated designee, at any time during the course of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the Tablet Computers at any time. If upon inspection SANBAG determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in Exhibit C.

#### **F. Equipment Modifications**

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

- 1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 - 9 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.
- 2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the CONTRACTORS monthly invoice.

Please refer to Exhibit C for further details on violations and penalties.

### **5.0 Drivers.**

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. In addition Drivers shall:

- 1) Pass a proficiency test administered by CHP
- 2) Pass a 2-day, 16 hour in-class training administered by the CHP with an exam at the end.
- 3) Obtain a DL-64
- 4) Obtain a CHP approved medical certificate executed by a qualified medical provider.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

Please note: if a Beat is operating with both a tow truck and a service truck, all of the CONTRACTOR'S drivers must be proficient in the operation of both types of vehicles and their respective equipment.

The CONTRACTOR'S Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck.
- Mileage log prior to the commencement of driving the tow truck/service truck on the Beat (not at the tow yard).

The Driver shall also be required to complete an assist record for each incident utilizing the Tablet Computer.

Driver will be required to utilize a Tablet Computer (SANBAG supplies) to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained on using the Tablet Computers to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for the Driver to complete and turn in when they are assisting the motorists are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the SANBAG as quickly as possible, and no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms and turning them in may be subject to penalties as outlined in Exhibit C.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class/meeting each quarter for a total of four hours of on-going training each year. CONTRACTORs shall pay all Driver and Back-Up Driver for attending the required training.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract.

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be suitable to represent the FSP Program with the public based on the background check, or any other reason. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTORS expense.

Background checks will ONLY be completed by CHP upon the acceptance of a CHP 234F.

### **B. Driver Equipment.**

It shall be the responsibility of the CONTRACTOR to provide the Driver with specified uniforms, black protective toe boots, nameplate, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have a collar with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket or long sleeve shirt under the

vest A picture of the uniform is provided on pages 33-34 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

#### **6.0 Local Office.**

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP certified back-up tow truck and a FSP certified back-up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit C for penalties associated with failure to respond to communications from CHP and/or SANBAG.

#### **7.0 Beat Descriptions.**

### **SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL**

#### **BEAT DESCRIPTIONS**

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
9	Interstate (I) 10 from LA County line to Haven Avenue	8.16	2	1

All Beats are currently scheduled to operate from 5:30 a.m. to 8:30 a.m. and from 2:30 to 6:30 pm (Monday through Thursday). On Fridays, the Beats shall operate from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m.

This Beat requires three (3) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck OR two (2) Primary Certified FSP Tow Trucks, one (1) Primary Certified Service Truck and one (1) Back-Up Certified FSP Tow Truck (Dependent on which scenario the evaluation committee chooses) available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

Please refer to Attached Map of Beat areas

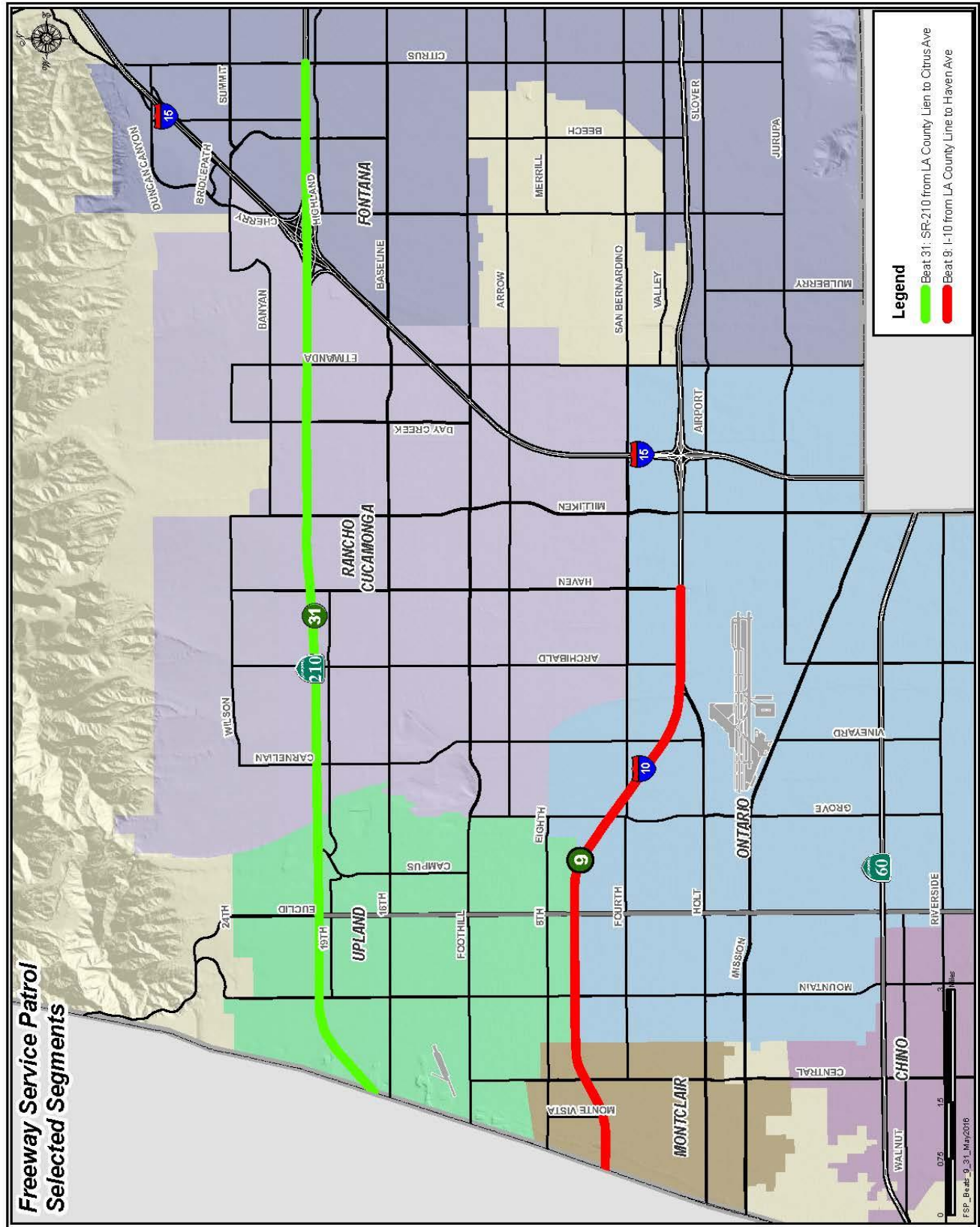
“Extra Work” for emergency coverage shall be assigned for any of the 9 SANBAG service areas.

Beat 9 or 31 (INSERT APPROPRIATE BEAT NUMBER UPON FINAL CONTRACT) is the priority Beat for this contract, meaning, should a primary truck go down, the “Extra Work” Beat truck shall be deployed back to the primary Beat. SANBAG shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SANBAG.

The contractor shall hold to all required standards about truck image and maintenance for the Back-Up truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SANBAG shall be required for commencement and termination of “extra work”.





Attachment: 16-1001523 Beat 9 - Exhibit A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

## 8.0 FSP Holidays.

### PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,900

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain “high traffic days” on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

### 9.0 FSP UNIFORM REQUIREMENTS

No hat:

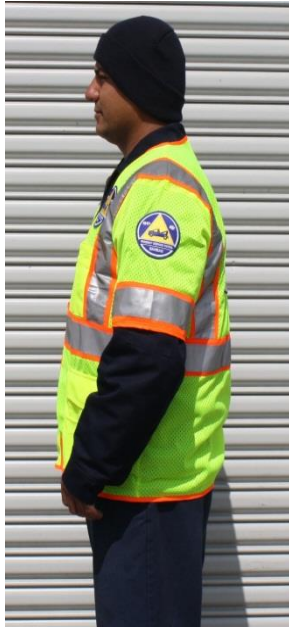


Hat:



Attachment: 16-1001523 Beat 9 - Exhibit A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):**



**Long Sleeves:**



Attachment: 16-1001523 Beat 9 - Exhibit A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT B**  
**Contract 16-1001523**  
**Compensation and Payment**

**Overview Contract No. 16-1001523 with Royal Coaches Towing for Beat 9**  
**Beat 9 Term: May 1, 2017 – April 30, 2022**

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck (2)	Total Costs
Beat 9 costs through FY 2016/2017	306	21	327	\$21,196.14	\$42,392.28
FY 2017/2018	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2018/2019	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2019/2020	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2020/2021	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2021/2022	1,530	107	1,637	\$106,110.34	\$212,220.68
<b>Contract Total:</b>					<b>\$1,273,064</b>
Average Annual Hours Per Truck Per Beat	1,900				
Hourly Rate for entire Contract Term	\$64.82				

Extra time: \$1.08 per minute

Non- Penalized Down Time: \$1.08 per minute

Penalized Down Time: \$3.24 per minute

***Note: Two primary FSP Tow Trucks  
Plus one certified FSP Back – Up Tow truck are  
required***

Attachment: EXHIBIT B 16-1001523 (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT C****16-1001523****SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

<b>Relevant section</b>	<b>Description of violation</b>	<b>Penalty</b>
	Contractor does not have two (2) primary and one (1) back-up tow trucks "FSP" ready for SANBAG to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for each minute in which compliance is not met.
5.0	Not meeting tow truck and/or service truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck/Service Truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.  Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract.  If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SANBAG not being acknowledged.  It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SANBAG.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and

		tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

Contract Summary Sheet

General Contract Information

Contract No: 16-1001522 Amendment No.: Vendor No.: 01718
Vendor/Customer Name: Pepe's Towing Service, Inc. Sole Source? Yes No
Description: Freeway Service Patrol Beat 14
Start Date: 03/01/2017 Expiration Date: 02/28/2022 Revised Expiration Date:
Has Contract Term Been Amended? No Yes - Please Explain
List Any Related Contracts Nos.:

Table with 4 columns: Contract Type, Dollar Amount, Contingency Type, Dollar Amount. Rows include Original Contract, Revised Contract, Current Amendment, and TOTAL CONTRACT VALUE.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 11/02/2016
Board of Directors Action:

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: JENNY HERRERA

Attachment: CSS 16-1001522 (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)



**Exhibit A – “SCOPE OF WORK”**

Attachment: 16-1001522 Beat 14 - Attach A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT "A"**  
**16-1001522**  
**FREEWAY SERVICE PATROL FOR BEAT 14**  
**(I-215 FROM RIVERSIDE COUNTY LINE TO DEVORE RD)**

**SCOPE OF WORK**

**1.0 Summary of Scope of Work**

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require:

- 1) Three (3) primary certified Freeway Service Patrol (FSP) tow trucks and one (1) certified back-up FSP tow truck.

For more details please refer to section 4.0 of this scope of work (SOW).

Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, drivers will remove the vehicles from the freeway to provide services within policy. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP

Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested, UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SANBAG and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SANBAG and Caltrans have an agreement under which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SANBAG and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year and that schedule is provided via email from CHP, and the CONTRACTOR will be notified no later than three (3) business days prior to the meeting.

Please refer to Exhibit C for further details on violations and penalties.

## **2.0 Contract Representatives.**

SANBAG, Caltrans, and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch

services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

### **3.0 Service Location.**

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of the Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (i.e. email) The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

### **4.0 Equipment Requirements:**

#### **Three (3) primary tow trucks, and one (1) back up tow truck**

##### **A. Tow Truck Requirements:**

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non FSP hours.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. The tow trucks cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has

been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained certified FSP tow truck(s) or improperly equipped certified FSP tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP certified back-up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two (2) inches by 2 inches and no greater than four (4) inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Exhibit C for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least  
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Highway flares 360 minutes min.
34. Cones 18" height, reflectorized with tape
35. Hydraulic Floor Jack: 2-ton AND
36. 2-ton jack stand (1)
37. Wheel chock (1)
38. Four-way lug wrench (1 std.) (1)
39. Four way lug wrench (1 metric) (1)

40. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
41. Flashlight and spare batteries or charger (1)
42. Tail lamps/stop lamps, portable remote with extension cord (1 set)
43. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
44. Funnel, multi-purpose, flexible spout (1)
45. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles (1)
46. Five (5)-gallon can with lid filled with clean absorb-all (1)
47. Empty trash can with lid (Five gallon) (1)
48. Lock out set (1)
49. Safety glasses

Each certified FSP tow truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

50. Screwdrivers--
  - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
  - ii. Phillips head - #1 and #2 (1 each, min).
51. Needle nose pliers (1)
52. Adjustable rib joint pliers, 2" min. capacity (1)
53. Crescent wrench - 8" (1)
54. Crescent wrench - 12" (1)
55. Four (4) lb. hammer (1)
56. Rubber mallet (1)
57. Electrical tape, roll (1)
58. Duct tape, 20 yard roll (1)
59. Tire pressure gauge (1)
60. Mechanic's wire (roll) (1)
61. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital

radio and the AVL equipment as well. Please note that SANBAG along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than seven (7) business days prior to the start date of the Beat. No exceptions. If SANBAG is not able to access the required primary and back up FSP tow trucks by the seventh (7<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit C.

At times, an “outside speaker” or a handheld Kenwood “mic” (examples only) may need to be replaced due to normal wear and tear. If equipment needs to be replaced due to normal wear and tear, SANBAG will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP related equipment needs to be replaced due to negligence by the CONTRACTOR or any of their staff, including Drivers, the cost of the equipment and the installation cost will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depends on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SANBAG and one of the FSP CHP officers immediately when any San Bernardino FSP equipment is damaged, failing or has failed and the CONTRACTOR will be provided with a replacement part by SANBAG or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “certified FSP back-up truck” on the Beat to cover the shift.

With the written permission of SANBAG the CONTRACTOR may be given the authorization to install some replacement equipment (an “outside speaker” or a “mic” for example) as long as the CONTRACTOR installs the equipment per SANBAG and San Bernardino FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SANBAG or one of the FSP CHP officers for further instructions/information. If provided the authorization by SANBAG or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

#### **B. FSP Certified Back-Up Tow Truck.**

The CONTRACTOR shall be required to have one FSP certified back-up tow truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP certified back-up tow truck should be used when a certified primary FSP tow truck is unavailable. The FSP certified back-up tow truck shall meet the same requirements for equipment, set-up and color as a Certified primary FSP tow truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit C for further details on violations and penalties. Certified FSP tow trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.



### C. Vehicle Breakdown and Other Missed Service.

A FSP certified back-up tow truck must be in service on the Beat within 45 minutes of the time when a primary FSP tow truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP certified back-up tow truck is provided. This 45 minute period prior to imposition of fines shall not apply to removal of trucks from service for failure to meet specifications or safety requirements as set forth in paragraph A above, where fines shall begin immediately. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP tow truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP certified back-up tow truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the Tablet Computer that they have switched to a FSP certified back-up tow truck.

In addition, not having a FSP certified back-up Tow Truck Driver available is not an allowable excuse for not having a FSP certified back-up tow truck on the Beat within the 45 minute time period.

Please refer to Exhibit C for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the back-up requirement noted above.

### D. Vehicle Identification.

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SANBAG will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any SANBAG and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also

required to keep all FSP related signage flatclean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

#### E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment damaged or altered due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices. ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Data input into the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the motorist of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SANBAG, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. All Tablet Computers should have the exterior protective case cleaned (protective outside case) and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All Tablet Computers must be kept in a secure location. During all non-FSP operational hours, Tablet Computers shall not be left in tow truck. All Tablet Computers must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Tablet Computers are to be with the Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their Tablet Computers are operating at all times.

The CONTRACTOR shall provide access to the Tablet Computers for SANBAG and FSP CHP Officers, or their designated designee, at any time during the course of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the Tablet Computers at any time. If upon inspection SANBAG determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in Exhibit C.

#### **F. Equipment Modifications**

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

- 1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 - 9 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.
- 2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the CONTRACTORS monthly invoice.

Please refer to Exhibit C for further details on violations and penalties.

## **5.0 Drivers.**

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. In addition Drivers shall:

- 1) Pass a proficiency test administered by CHP
- 2) Pass a 2-day, 16 hour in-class training administered by the CHP with an exam at the end.
- 3) Obtain a DL-64
- 4) Obtain a CHP approved medical certificate executed by a qualified medical provider.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRATOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck.
- Mileage log prior to the commencement of driving the tow truck on the Beat (not at the tow yard).

The Driver shall also be required to complete an assist record for each incident utilizing the Tablet Computer.

Driver will be required to utilize a Tablet Computer (SANBAG supplies) to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained on using the Tablet Computers to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for the Driver to complete and turn in when they are assisting the motorists are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the SANBAG as quickly as possible, and no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms and turning them in may be subject to penalties as outlined in Exhibit C.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class/meeting each quarter for a total of four hours of on-going training each year. CONTRACTORS shall pay all Driver and Back-Up Driver for attending the required training.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract.

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be suitable to represent the FSP Program with the public based on the background check, or any other reason. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTORS expense.

Background checks will ONLY be completed by CHP upon the acceptance of a CHP 234F.

**B. Driver Equipment.**

It shall be the responsibility of the CONTRACTOR to provide the Driver with specified uniforms, black protective toe boots, nameplate, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have a collar with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front pocket. **The**

**CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided on pages 33-34 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

## **6.0 Local Office.**

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP certified back-up tow truck and a FSP certified back-up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit C for penalties associated with failure to respond to communications from CHP and/or SANBAG.





## 7.0 Beat Descriptions.

### SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

#### BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
14	Interstate (I) 215 from the Riverside County line to Devore Road	10.02	3	1

All Beats are currently scheduled to operate from 5:30 a.m. to 8:30 a.m. and from 2:30 to 6:30 pm (Monday through Thursday). On Fridays, the Beats shall operate from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m.

This Beat requires three (3) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

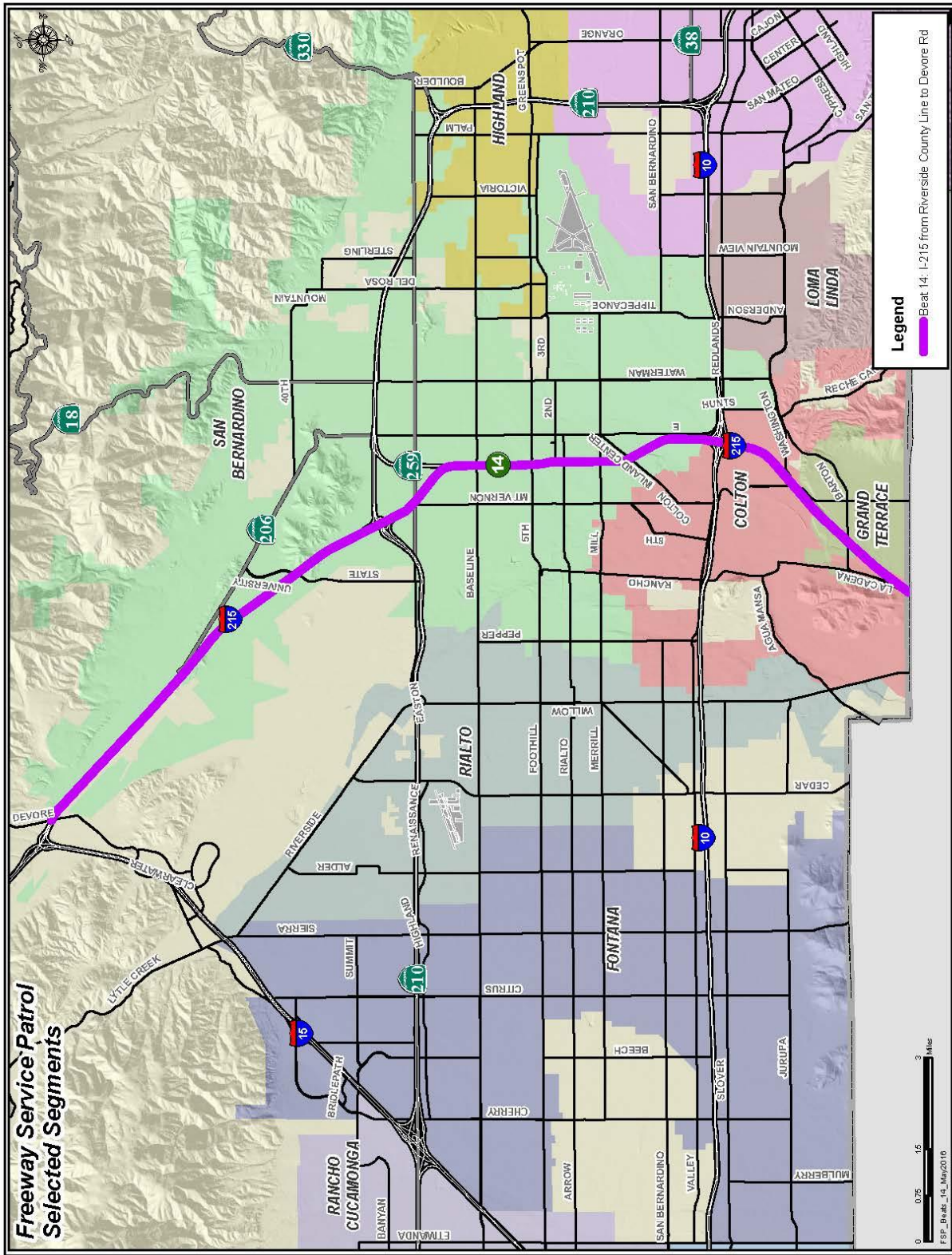
Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the 9 SANBAG service areas.

Beat 14 is the priority Beat for this contract, meaning, should a primary truck go down, the “Extra Work” Beat truck shall be deployed back to the primary Beat. SANBAG shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SANBAG.

The contractor shall hold to all required standards about truck image and maintenance for the Back-Up truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SANBAG shall be required for commencement and termination of “extra work”.



## 8.0 FSP Holidays.

### PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,900

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

### 9.0 FSP UNIFORM REQUIREMENTS

No hat:



Hat:

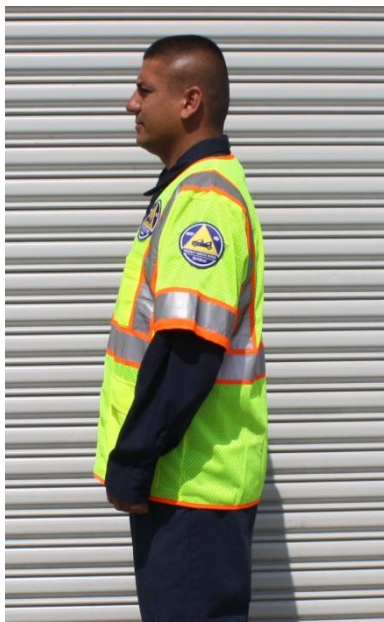


Attachment: 16-1001522 Beat 14 - Attach A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):**



**Long Sleeves:**



Attachment: 16-1001522 Beat 14 - Attach A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT B**  
**Contract 16-1001522**  
**Compensation and Payment**

**Overview Contract No. 16-1001522 with Pepes Towing for Beat 14**  
**Beat 14 Term: March 1, 2017 – February 28, 2022**

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck (3)	Total Costs
Beat 14 costs through FY 2016/2017	612	42	654	\$43,491	\$130,473
FY 2017/2018	1,836	128	1964	\$130,606	\$391,818
FY 2018/2019	1,836	128	1964	\$130,606	\$391,818
FY 2019/2020	1,836	128	1964	\$130,606	\$391,818
FY 2020/2021	1,836	128	1964	\$130,606	\$391,818
FY 2021/2022	1,224	85	1,309	\$87,048.5	\$261,145.5
<b>Contract Total:</b>					<b>\$1,958,891</b>
Average Annual Hours Per Truck Per Beat	1,900				
Hourly Rate for entire Contract Term	\$66.50				

Extra time: \$1.08 per minute

Non- Penalized Down Time: \$1.08 per minute

Penalized Down Time: \$3.24 per minute

***Note: Three primary FSP Tow Trucks  
Plus one certified FSP Back – Up Tow truck are  
required***

Attachment: EXHIBIT B 16-1001522 (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT C****16-1001522****SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

<b>Relevant section</b>	<b>Description of violation</b>	<b>Penalty</b>
	Contractor does not have three (3) primary and one (1) back-up tow trucks "FSP" ready for SANBAG to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for each minute in which compliance is not met.
5.0	Not meeting tow truck and/or service truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck/Service Truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.  Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract.  If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SANBAG not being acknowledged.  It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SANBAG.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and

		tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.



Contract Summary Sheet

General Contract Information

Contract No: 16-1001556 Amendment No.: Vendor No.: 03251
Vendor/Customer Name: Royal Coaches Auto Body & Towing Sole Source? Yes No
Description: Freeway Service Patrol Beat 31
Start Date: 03/01/2017 Expiration Date: 02/28/2022 Revised Expiration Date:
Has Contract Term Been Amended? No Yes - Please Explain
List Any Related Contracts Nos.:

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.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 11/02/2016
Board of Directors Action:

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: JENNY HERRERA

Attachment: CSS 16-1001556 (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**Exhibit A – “SCOPE OF WORK”**

Attachment: 16-1001556 Beat 31 - Attach A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT A**  
**16-1001556**  
**FREEWAY SERVICE PATROL FOR BEAT 31**  
**BEAT 31 - (SR-210 LA COUNTY LINE TO CITRUS AVENUE)**  
**SCOPE OF WORK**

**1.0 Summary of Scope of Work**

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require Two (2) primary certified Freeway Service Patrol (FSP) tow trucks, and one (1) certified back-up FSP tow truck.

Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, drivers will remove the vehicles from the freeway to provide services within policy. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be

incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested, UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SANBAG and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SANBAG and Caltrans have an agreement under which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SANBAG and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year and that schedule is provided via email from CHP, and the CONTRACTOR will be notified no later than three (3) business days prior to the meeting.

Please refer to Exhibit C for further details on violations and penalties.

## **2.0 Contract Representatives.**

SANBAG, Caltrans, and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these

services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

### **3.0 Service Location.**

The FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of the Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (i.e. email). The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

### **4.0 Equipment Requirements:**

**There will be Two (2) primary tow trucks and one (1) back up tow truck required for this contract.**

#### **A. Tow Truck Requirements:**

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non FSP hours.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. The tow trucks cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start

of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained certified FSP tow truck(s) or improperly equipped certified FSP tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP certified back-up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two (2) inches by 2 inches and no greater than four (4) inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Exhibit C for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.

9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights - (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. 2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least  
4 B - C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Highway flares 360 minutes min.
34. Cones 18" height, reflectorized with tape
35. Hydraulic Floor Jack: 2-ton AND
36. 2-ton jack stand (1)
37. Wheel chock (1)
38. Four-way lug wrench (1 std.) (1)
39. Four way lug wrench (1 metric) (1)
40. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
41. Flashlight and spare batteries or charger (1)
42. Tail lamps/stop lamps, portable remote with extension cord (1 set)

44. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
45. Funnel, multi-purpose, flexible spout (1)
46. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles (1)
47. Five (5)-gallon can with lid filled with clean absorb-all (1)
48. Empty trash can with lid (Five gallon) (1)
49. Lock out set (1)
50. Safety glasses

Each certified FSP tow truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

51. Screwdrivers--
  - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
  - ii. Phillips head - #1 and #2 (1 each, min).
52. Needle nose pliers (1)
53. Adjustable rib joint pliers, 2" min. capacity (1)
54. Crescent wrench - 8" (1)
55. Crescent wrench - 12" (1)
56. Four (4) lb. hammer (1)
57. Rubber mallet (1)
58. Electrical tape, roll (1)
59. Duct tape, 20 yard roll (1)
60. Tire pressure gauge (1)
61. Mechanic's wire (roll) (1)
62. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer, must be able to access the required primary and back up FSP Tow Trucks and/or service truck no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SANBAG is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit C.



At times, an “outside speaker” or a handheld Kenwood “mic” (examples only) may need to be replaced due to normal wear and tear. If equipment needs to be replaced due to normal wear and tear, SANBAG will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP related equipment needs to be replaced due to negligence by the CONTRACTOR or any of their staff, including Drivers, the cost of the equipment and the installation cost will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depends on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SANBAG and one of the FSP CHP officers immediately when any San Bernardino FSP equipment is damaged, failing or has failed and the CONTRACTOR will be provided with a replacement part by SANBAG or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “certified FSP back-up truck” on the Beat to cover the shift.

With the written permission of SANBAG the CONTRACTOR may be given the authorization to install some replacement equipment (an “outside speaker” or a “mic” for example) as long as the CONTRACTOR installs the equipment per SANBAG and San Bernardino FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SANBAG or one of the FSP CHP officers for further instructions/information. If provided the authorization by SANBAG or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

### **B. FSP Certified Back-Up Tow Truck.**

The CONTRACTOR shall be required to have one FSP certified back-up tow truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP certified back-up tow truck should be used when a certified primary FSP tow truck or, certified primary service truck is unavailable. The FSP certified back-up tow truck shall meet the same requirements for equipment, set-up and color as a Certified primary FSP tow truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit C for further details on violations and penalties. Certified FSP tow trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

### **C. Vehicle Breakdown and Other Missed Service.**

A FSP certified back-up tow truck must be in service on the Beat within 45 minutes of the time when a primary FSP tow truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP certified back-up tow truck is provided. This 45 minute period prior to imposition of fines shall not apply to

removal of trucks from service for failure to meet specifications or safety requirements as set forth in paragraph A above, where fines shall begin immediately. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP tow truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP certified back-up tow truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the Tablet Computer that they have switched to a FSP certified back-up tow truck.

In addition, not having a FSP certified back-up Tow Truck Driver available is not an allowable excuse for not having a FSP certified back-up tow truck on the Beat within the 45 minute time period.

Please refer to Exhibit C for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the back-up requirement noted above.

#### **D. Vehicle Identification.**

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SANBAG will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any SANBAG and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat, clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

#### **E. Communications Equipment.**

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for

data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment damaged or altered due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices. ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Data input into the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the motorist of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SANBAG, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. All Tablet Computers should have the exterior protective case cleaned (protective outside case) and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All Tablet Computers must be kept in a secure location. During all non-FSP operational hours, Tablet Computers shall not be left in tow or service truck. All Tablet Computers must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Tablet Computers are to be with the Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their Tablet Computers are operating at all times.

The CONTRACTOR shall provide access to the Tablet Computers for SANBAG and FSP CHP Officers, or their designated designee, at any time during the course of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the Tablet Computers at any time. If upon inspection SANBAG determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in Exhibit C.

#### **F. Equipment Modifications**

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

- 1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 - 9 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.
- 2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the CONTRACTORS monthly invoice.

Please refer to Exhibit C for further details on violations and penalties.

## 5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. In addition Drivers shall:

- 1) Pass a proficiency test administered by CHP
- 2) Pass a 2-day, 16 hour in-class training administered by the CHP with an exam at the end.
- 3) Obtain a DL-64
- 4) Obtain a CHP approved medical certificate executed by a qualified medical provider.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

Please note: if a Beat is operating with both a tow truck and a service truck, all of the CONTRACTOR'S drivers must be proficient in the operation of both types of vehicles and their respective equipment.

The CONTRACTOR'S Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck.
- Mileage log prior to the commencement of driving the tow truck/service truck on the Beat (not at the tow yard).

The Driver shall also be required to complete an assist record for each incident utilizing the Tablet Computer.

Driver will be required to utilize a Tablet Computer (SANBAG supplies) to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained on using the Tablet Computers to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for the Driver to complete and turn in when they are assisting the motorists are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the SANBAG as quickly as possible, and no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms and turning them in may be subject to penalties as outlined in Exhibit C.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class/meeting each quarter for a total of four hours of on-going training each year. CONTRACTORs shall pay all Driver and Back-Up Driver for attending the required training.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract.

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be suitable to represent the FSP Program with the public based on the background check, or any other reason. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTORS expense.

Background checks will ONLY be completed by CHP upon the acceptance of a CHP 234F.

### **B. Driver Equipment.**

It shall be the responsibility of the CONTRACTOR to provide the Driver with specified uniforms, black protective toe boots, nameplate, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have a collar with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket or long sleeve shirt under the

vest A picture of the uniform is provided on pages 33-34 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

#### **6.0 Local Office.**

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP certified back-up tow truck and a FSP certified back-up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit C for penalties associated with failure to respond to communications from CHP and/or SANBAG.

#### **7.0 Beat Descriptions.**

### **SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL**

#### **BEAT DESCRIPTIONS**

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
31	State Route (SR) 210 from LA County line to Citrus Avenue	14.1	2	1



All Beats are currently scheduled to operate from 5:30 a.m. to 8:30 a.m. and from 2:30 to 6:30 pm (Monday through Thursday). On Fridays, the Beats shall operate from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m.

This Beat requires three (3) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck OR two (2) Primary Certified FSP Tow Trucks, one (1) Primary Certified Service Truck and one (1) Back-Up Certified FSP Tow Truck (Dependent on which scenario the evaluation committee chooses) available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

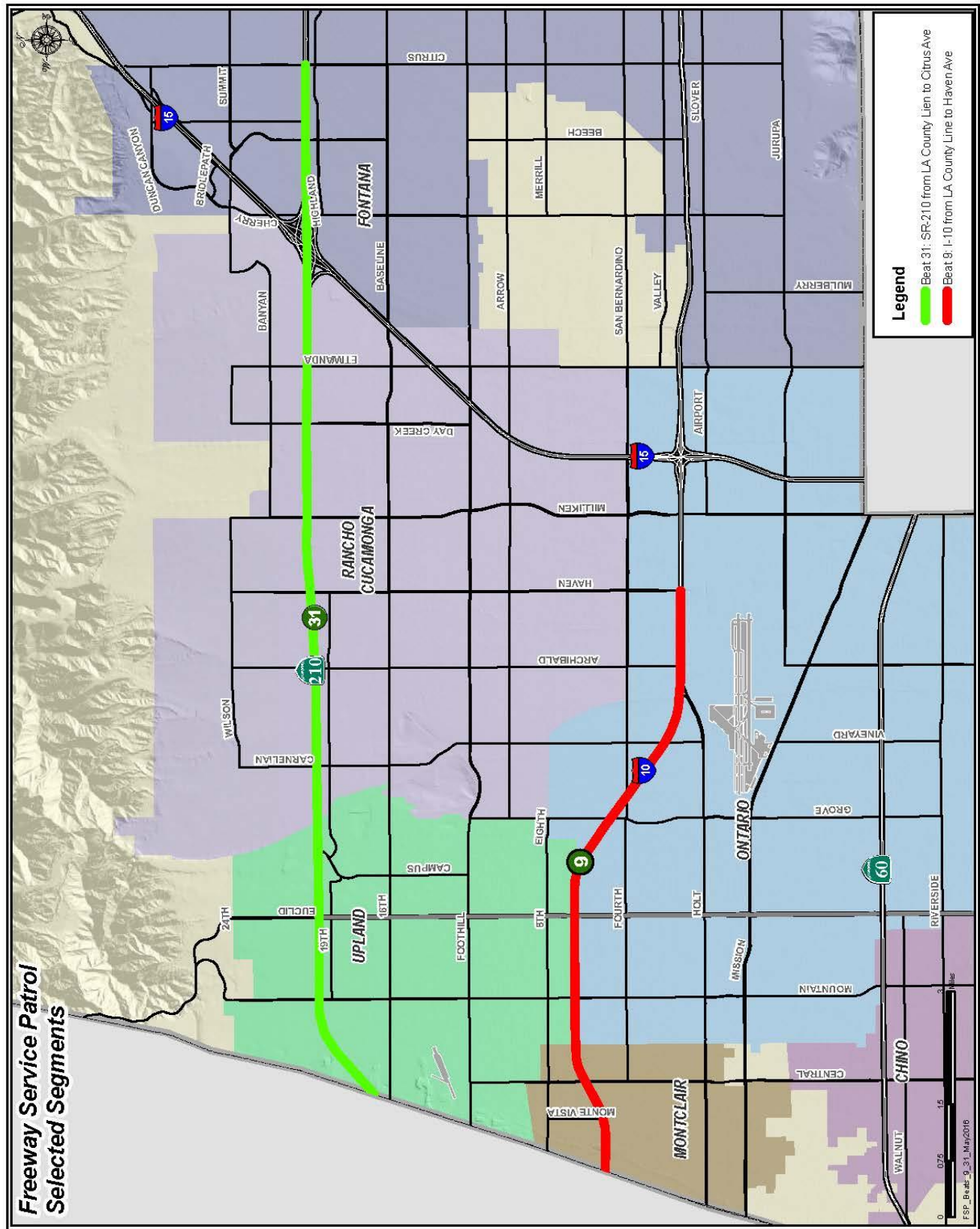
Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the 9 SANBAG service areas.

Beat 9 or 31 (INSERT APPROPRIATE BEAT NUMBER UPON FINAL CONTRACT) is the priority Beat for this contract, meaning, should a primary truck go down, the “Extra Work” Beat truck shall be deployed back to the primary Beat. SANBAG shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SANBAG.

The contractor shall hold to all required standards about truck image and maintenance for the Back-Up truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SANBAG shall be required for commencement and termination of “extra work”.



Freeway Service Patrol  
Selected Segments

**Legend**

- Beat 31: SR-210 from LA County, Lien to Citrus Ave
- Beat 8: I-10 from LA County, Line to Haven Ave

0 0.75 1.5 3 Miles  
 FSP\_Beat\_9\_31\_May2016

Attachment: 16-1001556 Beat 31 - Attach A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

## 8.0 FSP Holidays.

### PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,900

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

### 9.0 FSP UNIFORM REQUIREMENTS

No hat:



Hat:

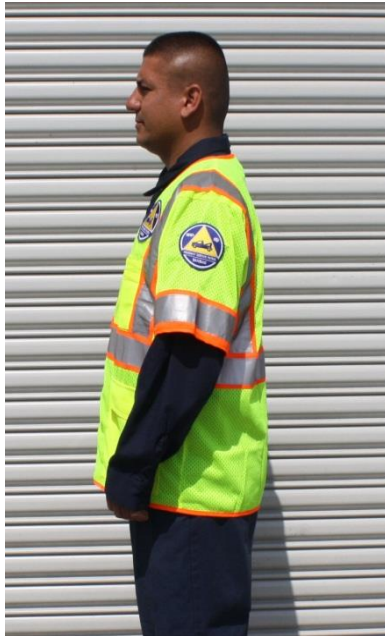


Attachment: 16-1001556 Beat 31 - Attach A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):**



**Long Sleeves:**



Attachment: 16-1001556 Beat 31 - Attach A Scope of Work (3155 : FSP RFP 16-1001522 & 16-1001523 Awards Beats 9, 14, 31)

**EXHIBIT B**  
**Contract 16-1001556**  
**Compensation and Payment**

**Overview Contract No. 16-1001556 with Royal Coaches Towing for Beat 31**  
**Beat 31 Term: March 1, 2017 – February 28, 2022**

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck (2)	Total Costs
Beat 31 costs through FY 2016/2017	612	42	654	\$42,392.28	\$84,784.56
FY 2017/2018	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2018/2019	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2019/2020	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2020/2021	1,836	128	1964	\$127,306.48	\$254,612.96
FY 2021/2022	1,224	85	1,309	\$84,849.38	\$169,698.76
<b>Contract Total:</b>					<b>\$1,272,935</b>
Average Annual Hours Per Truck Per Beat	1,900				
Hourly Rate for entire Contract Term					\$64.82

Extra time: \$1.08 per minute  
Non- Penalized Down Time: \$1.08 per minute  
Penalized Down Time: \$3.24 per minute

***Note: Two primary FSP Tow Trucks  
Plus one certified FSP Back – Up Tow truck are  
required***

**EXHIBIT C****16-1001556****SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

<b>Relevant section</b>	<b>Description of violation</b>	<b>Penalty</b>
	Contractor does not have two (2) primary and one (1) back-up tow trucks "FSP" ready for SANBAG to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for each minute in which compliance is not met.
5.0	Not meeting tow truck and/or service truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck/Service Truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.  Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract.  If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SANBAG not being acknowledged.  It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SANBAG.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and

		tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.



# ADDITIONAL INFORMATION

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2016**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Robert A. Lovingood</b> Board of Supervisors	X	X	X	X	X	X	X		X	X		
<b>Janice Rutherford</b> Board of Supervisors	X	X	X	X	X	X	X		X	X		
<b>James Ramos</b> Board of Supervisors		X	X		X					X		
<b>Curt Hagman</b> Board of Supervisors	X	X		X	X	X			X	X		
<b>Josie Gonzales</b> Board of Supervisors		X		X	X	X	X		X			
<b>Rich Kerr</b> City of Adelanto	X			X	X							
<b>Curt Emick</b> Town of Apple Valley	X	X	X	X	X	*			X	X		
<b>Julie McIntyre</b> City of Barstow	X	X	X		X	X	X		X			
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X		X	X	X		X	X		
<b>Dennis Yates</b> City of Chino	X	X	X	X	X	X	X		X	X		
<b>Ed Graham</b> City of Chino Hills	X		X	X		X	X		X	X		
<b>Frank Navarro</b> City of Colton	X	X	X	X	X	X	X		X	X		
<b>Michael Tahan</b> City of Fontana	X	X	X	X	X	X	X		X	X		
<b>Darcy McNaboe</b> City of Grand Terrace	X	X	X	X	X	X	X		X	X		
<b>Eric Schmidt</b> City of Hesperia	X	X	X	X	X	X			X	X		
<b>Larry McCallon</b> City of Highland	X	X	X	X	X	X	X		X	X		

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2016**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda	X	X	X	X	X	X	X		X	X		
<b>Paul Eaton</b> City of Montclair	X	X	X	X	X	X	X		*			
<b>Edward Paget</b> City of Needles	X	X	X	X		X	X		X	X		
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X	X	X		X	X		
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X	*	X	X	X	X		X			
<b>Jon Harrison</b> City of Redlands	X	X	X	X	*	*	X		*	X		
<b>Deborah Robertson</b> City of Rialto	X	X	X	X	X		X		X			
<b>R. Carey Davis</b> City of San Bernardino		X	X	X	X	X	X		X	X		
<b>Joel Klink</b> City of Twentynine Palms	X	*	X	X	*	X	X		X	X		
<b>Ray Musser</b> City of Upland	*	X	X	X	X	X	X		X	X		
<b>Ryan McEachron</b> City of Victorville	X	X	X	X	X	X	X		X	X		
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X		X	X		
<b>George Huntington</b> Town of Yucca Valley	X	X	X	X	X	X	X		X	X		
<b>John Bulinski</b> Ex-Official Member	X	X	X	Christy Connors	Christy Connors	X	X		X	X		

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

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

# AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: The MSRC conducted its annual offsite Retreat with its Technical Advisory Committee on Thursday, September 15, 2016 at the Orange County Transportation Authority Headquarters in Santa Ana. The Retreat, which included regular meeting business items, was to initiate development of the two-year FYs 2016-18 Work Program. The MSRC's next meeting is currently scheduled for Thursday, October 20, 2016, at 2:00 p.m., in Conference Room CC8.

**Joint MSRC & MSRC-TAC Annual Offsite Retreat**

On September 15, 2016, the MSRC conducted its annual offsite Retreat with its Technical Advisory Committee to initiate development of its upcoming FYs 2016-18 AB 2766 Discretionary Fund Work Program, for which an estimated \$37.4 million will be available for projects. A few highlights from the Retreat include the following:

A luncheon keynote presentation was presented by Josh Becker, Clean Energy Business and Policy Leader, and Founder Full Circle Fund. His presentation focused on transit integration and scheduling. One idea included decreasing the wait time to seven minutes or less for a bus, and thus increasing public transit ridership. He stated that if people knew that if they missed their bus, and another one would be coming along shortly, they would be more apt to ride public transit. Another incentive would be to consolidate fares for Uber, buses and trains, to make it a one-ticket fare purchase. With mobile phones, this may now be possible.

The second guest speaker was Colin Peppard, Manager for Outreach and Strategic Relationships for the Office of Extraordinary Innovation at LA Metro. His talk centered on autonomous vehicles and how they are no longer a thing of the future. He shared how autonomous vehicles could be useful, cleaner, and safer.

Additionally, SCAQMD, CARB, and CEC provided the MSRC an update on their agencies' respective activities and priorities in relation to the MSRC's goals and mission. MSRC staff provided a historical look at how the MSRC Work Programs have evolved and the air quality benefits that have been realized. Finally, the MSRC's Outreach Coordinator, the Better World Group, summarized the results and analysis of six regional "mini-workshops" held throughout the basin during the summer to launch the



development process of the upcoming Work Program and solicit direct feedback from past, current and potentially future project participants.

At its next meeting the MSRC will continue discussing parameters and priorities for the upcoming FYs 2016-18 Work Program.

#### **FYs 14-16 Near-Zero Natural Gas Engine Incentives Program**

As part of the FYs 2014-16 Work Program, the MSRC allocated \$10,000,000 to provide funds towards the purchase cost of the Cummins Westport ISL G Near Zero natural gas engine. This engine is certified to the CARB Optional NO<sub>x</sub> standard of 0.02 g/bhp-hr. A Program Announcement, #PA2016-11, was developed and released on June 3, 2016. Eligible vehicle types include urban transit buses and refuse collection trucks. For qualifying transit buses, the MSRC allocated \$7.5 million, with a maximum per-entity award amount of \$1.875 million, and will award \$15,000 per vehicle for either new bus purchases or the re-power (engine replacement) of existing buses. For qualifying refuse trucks, the MSRC allocated \$2.5 million, with a maximum per-entity award amount of \$625,000, and will award \$25,000 per vehicle, for re-powers only. The Program Announcement includes an open application period commencing July 5, 2016 and closing January 6, 2017. A total of \$4,260,000 has been awarded to date. The MSRC-TAC recommended, and the MSRC approved, one additional award to Riverside Transit Agency, in an amount not to exceed \$10,000, for the purchase of a new transit bus, as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. This award will be considered by the SCAQMD Board at its October 7, 2016 meeting.

#### **FYs 14-16 Alternative Fuel Infrastructure Program**

As part of the FYs 2014-16 Work Program, the MSRC allocated \$5,000,000 for the implementation of new and expanded CNG and LNG refueling stations and modification of maintenance facilities to accommodate gaseous-fueled vehicles. A Program Announcement, #PA2015-12, was developed and released on May 1, 2015, with an open application period commencing that day and closing July 29, 2016. To date, the MSRC has awarded a total of \$842,000. The MSRC approved ten additional contract awards totaling \$1,700,000 as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. These awards will be considered by the SCAQMD Board at its October 7, 2016 meeting.

#### **FYs 16-18 Major Event Center Transportation Program**

As part of the FYs 2014-16 Work Program, the MSRC allocated \$4,500,000 for event center transportation programs and released a Program Announcement to solicit projects for traffic-impacted centers. Applications could be submitted through July 29, 2016. The MSRC subsequently allocated an additional \$1,218,956 to the Program, and to date, the MSRC has awarded a total of \$5,546,989. The MSRC considered three additional recommended awards.

Long Beach Transit requested the MSRC to consider an award of \$198,957 to provide special express bus service for the 2017 and 2018 LA Galaxy soccer seasons. Service

would be provided on two routes to StubHub Center in Carson, one originating at the Metro Blue Line Del Amo Station and the other at the Long Beach Transit Gallery, to all Galaxy home games, providing service from 90 minutes prior to each game and at least every 20 minutes following the conclusion of the game. Service would promote the use of public transit, including bus and (by connection) rail, in lieu of personal automobile. Long Beach Transit and StubHub Center would contribute at least \$759,400 in co-funding. The MSRC allocated an additional \$157,023 to the Program, and approved a contract award to Long Beach Transit in an amount not to exceed \$198,957 as part of the FYs 2016-18 Work Program to implement the 2017 and 2018 LA Galaxy special bus service, contingent on the use of buses meeting the 2010 USEPA standard for NO<sub>x</sub> emissions stipulated in the Program Announcement and on Long Beach Transit providing complete event schedules.

Foothill Transit requested the MSRC to consider an award of \$50,000 to provide special bus service for the 2016 LA County Fair. Service would be provided from the Azusa Gold Line Station on Saturdays and Sundays during the Fair, as well as the Labor Day holiday on September 5, 2016, providing service from one hour prior to the Fair opening and with the last bus departing 40 minutes following the Fair's closure at midnight. Service would promote the use of public transit, including bus and (by connection) rail, in lieu of personal automobile. Foothill Transit and the LA County Fair would contribute at least \$50,000 in co-funding. The MSRC approved a contract award to Foothill Transit in an amount not to exceed \$50,000 as part of the FYs 2016-18 Work Program.

SCRRA requested the MSRC to consider an award of \$80,455 to provide special Metrolink service for the final day of the 2017 NASCAR Sprint Cup Series at Auto Club Speedway. Service would be provided using Tier 4 locomotives, the cleanest available, on three routes, out of Oceanside, Oxnard, and Lancaster, with the first train arriving at 9:00 a.m. All three special Metrolink trains will wait up to 60 minutes following the conclusion of the race before departing. A dedicated tram service will connect patrons from the train platforms to the track. Service would promote the use of rail in lieu of personal automobile. SCRRA and the Auto Club Speedway would contribute at least \$265,000 in co-funding. The MSRC approved a contract award to SCRRA in an amount not to exceed \$80,455 as part of the FYs 2016-18 Work Program.

These awards will be considered by the SCAQMD Board at its October 7, 2016 meeting.

### **FYs 16-18 Regional Active Transportation Partnership Program**

Southern California Association of Governments (SCAG) has begun implementing a broad-based active transportation outreach, education and demonstration program dubbed "Go Human". The program would implement active transportation events, educational programs, and temporary roadway installations to introduce people to alternative commute and trip modes including walking, biking and public transit. SCAG informed the MSRC of the program, and the MSRC asked its staff to bring forward a conceptual plan to partner with SCAG in the program's implementation. The program is consistent with the MSRC's goals and objectives to reduce motor vehicle emissions. With the

MSRC's partnership, the program would support activities in approximately 25-30 cities within the SCAQMD region. Day-to-day administration of the program would be performed by SCAG. SCAG will be developing and releasing a Call for Proposals to select jurisdictions to host the Go Human activities, with the MSRC or their designee reviewing recommended proposals prior to final approval and implementation by SCAG. SCAG would match the MSRC's contribution dollar for dollar. The MSRC considered this partnership opportunity and approved an award to SCAG in an amount not to exceed \$2,500,000 as an element of the FYs 16-18 AB 2766 Discretionary Fund Work Program, with \$2,000,000 split equally amongst the four counties (\$500,000 each) and the remaining \$500,000 awarded competitively across all four counties.

### **Contract Modification Requests**

The MSRC considered three contract modification requests and took the following actions:

1. For City of Placentia, Contract #ML16048, which provides \$90,000 to install bicycle locker and EV charging stations, a 13-month contract term extension;
2. For Southern California Gas Company (SoCalGas), Contract #MS12024, which provides \$150,000 to install a new public access CNG station in Murrieta, a modified statement of work to install a slightly smaller compressor and storage, coupled with a larger compressor pad to accommodate the installation of a future second compressor, as well as installing a second dual-hose dispenser, in place of the 600 SCFM compression capability and 41,000 SCF storage capacity specified in the contract;
3. For Southern California Gas Company (SoCalGas), Contract #MS12011, which provides \$150,000 to install a new public access CNG station in Pico Rivera, a modified statement of work to install less storage, coupled with extra compression capability, as well as installing a second dual-hose dispenser, in place of the 41,000 SCF storage capacity specified in the contract.

### **Received and Approved Final Reports**

The MSRC received and unanimously approved a final report summary this month for Orange County Transportation Authority, Contract #MS14087, which provided \$239,645 to implement Special Metrolink Service to Angel Stadium.

### **Contracts Administrator's Report**

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

# COMMITTEE MEMBERSHIP

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez B. Jahn R. McEachron C. Hagman	L. McCallon     B. Jahn	D, Robertson	F. Navarro     R. Marquez  R. McEachron C. Hagman
†SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Ray Musser Ed Paget	Diane Williams Ed Graham Jon Harrison	B. Stanton

**Rules of Appointment**

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

**Terms of Appointment**

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

**Stipend Summary**

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

**Meeting Information**

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 818 West 7<sup>th</sup> Street, 12<sup>th</sup> Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

**Policy Committees**

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

## SANBAG Appointments to External Agencies

SANBAG works closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SANBAG Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SANBAG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	SANBAG President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	Two Years
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	SANBAG President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	SANBAG Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. SANBAG has not authorized payment of stipend for participation.	12/31/17
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Curt Hagman, Supervisor, Alternate	SANBAG Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SANBAG. THE JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/17 12/31/16
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	SANBAG President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/16 12/31/16
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Ed Graham, Alternate	SANBAG Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SANBAG authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/16 12/31/16

Communication: SANBAG Appointments to External Agencies (Committee Membership)

**SANBAG Appointments to External Agencies**

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Jon Harrison, City of Redlands	SANBAG Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4<sup>th</sup> Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA)</p>	12/31/2019
SCAG Policy Committees	See associated table.	The SANBAG Board has authorized the SANBAG President to make appoints to SCAG Policy Committees.	<p>SANBAG, as the CTC, appoints one elected official to serve on SCAG’s Transportation and Communications Committee.</p> <p>SANBAG, when acting as a subregional agency, also has authority to make six appointments to the three SCAG Policy Committees; i.e., Community Economic and Human Development, Energy and Environment, and Transportation and Communications. (The mayors of the six SCAG districts in SBCO elect members to the SCAG Regional Council. See attachment.)</p> <p>SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.</p>	See associated table – SANBAG Representatives on SCAG Committees
Southern California Regional Rail Authority	Paul Eaton, Montclair, Primary Larry McCallon, Highland, Primary Alan Wapner, Ontario, Alternate James Ramos, Supervisor, Alternate	SANBAG Board of Directors (Commuter Rail & Transit Committee makes a recommendation.)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Vacant, Ex-Officio Member	SANBAG Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SANBAG has not authorized payment of stipend for participation.</p>	12/31/16

Communication: SANBAG Appointments to External Agencies (Committee Membership)

### SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>General Policy Committee</b>                      Membership consists of the following:                      SANBAG President, Vice President, and Immediate Past President                      4 East Valley (3 City, 1 County)                      4 West Valley (3 City, 1 County)                      4 Mt/Desert (3 City, 1 County)                      City members shall be SANBAG Board Members elected by caucus of city                      SANBAG Board Members within the subarea.                      All Policy Committee and Board Study Session Chairs are included in this policy committee.                      All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership.                      Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and:                      (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;                      (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;                      (3) Serves as policy review committee for any program area that lacks active policy committee oversight.                      Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.                      (Brown Act)</p>	<p>Alan Wapner, Ontario, Vice President (Chair)                      Robert A. Lovingood, Supervisor, President (Vice Chair)                      Ryan McEachron, Victorville, Past President</p> <p><u>West Valley</u>                      Alan Wapner, Ontario, Vice President                      L. Dennis Michael, Rancho Cucamonga                      Dennis Yates, Chino                      Curt Hagman, Supervisor</p> <p><u>East Valley</u>                      Frank Navarro, Colton (Chair – MVSS)                      Darcy McNaboe, Grand Terrace                      Rhodes “Dusty” Rigsby, Loma Linda                      James Ramos, Supervisor (Chair - TC)</p> <p><u>Mountain/Desert</u>                      Bill Jahn, Big Bear Lake (Chair – MDC)                      Ryan McEachron, Victorville, Past President                      Joel Klink, Twentynine Palms                      Robert A. Lovingood, Supervisor, President</p>	<p>6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017                      6/30/2017</p>
<p><b>Transit Committee</b>                      Membership consists of 11 SANBAG Board Members:                      9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members.                      2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency.                      SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board.                      Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.                      * SCRRA Primary Member                      ** SCRRA Alternate Member                      (Brown Act)</p>	<p>James Ramos, Supervisor** (Chair)                      Bill Jahn, Big Bear Lake (Vice Chair)                      Paul Eaton, Montclair*                      Jon Harrison, Redlands                      Robert A. Lovingood, Supervisor                      Larry McCallon, Highland*                      L. Dennis Michael, Rancho Cucamonga                      Ray Musser, Upland                      Dick Riddell, Yucaipa                      Deborah Robertson, Rialto                      Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2017)                      Indeterminate (6/30/2017)                      Indeterminate                      12/31/2016                      12/31/2017                      Indeterminate                      12/31/2017                      12/31/2017                      12/31/2016                      12/31/2016                      12/31/2016                      Indeterminate</p>

Communication: SANBAG Committee Membership (Committee Membership)



### SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b> Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion.  The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.  (Brown Act)</p>	<p>Bill Jahn, Big Bear Lake (Chair) Eric Schmidt, Hesperia (Vice Chair) Curt Emick, Apple Valley George Huntington, Yucca Valley Rich Kerr, Adelanto Joel Klink, Twentynine Palms Robert A. Lovingood Ryan McEachron, Victorville Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor</p>	<p>Indeterminate (6/30/2017) Indeterminate (6/30/2017) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

**Policy Committee Meeting Times**

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Transit Committee	Second Thursday, 9:00 a.m., SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.  (Brown Act)</p>	<p>Board of Directors Frank Navarro, Colton (Chair) Janice Rutherford, Supervisor (Vice Chair)</p>	<p>6/30/2017 6/30/2017</p>

**Meeting Time:** Second Thursday, 9:30 a.m., SANBAG Office

### I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p><b>I-10 and I-15 Corridor Joint Sub-Committee</b> In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SANBAG Board of Directors and will be appointed by the SANBAG Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SANBAG Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.  (Brown Act)</p>	<p>Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor Robert A. Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 13 members appointed by the SANBAG Executive Director.</p> <p>6 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>1 representing the Consolidated Transportation Services Agency</p> <p>5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members (Brown Act)</p>	<p>Standing Membership –</p> <p>Barstow Area Transit, Manager *</p> <p>Morongo Basin Transit Authority, Manager *</p> <p>Mountain Area Regional Transit Authority, Manager *</p> <p>Needles Area Transit, Manager *</p> <p>Omnitrans, Manager *</p> <p>Victor Valley Transit Authority, Manager *</p> <p>County of San Bernardino Dept. of Public Work, Manager *</p> <p>Valley Transportation Services (VTS), Manager *</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services, Director *</p> <p>Inland Regional Center, Director *</p> <p>Inland Empire United Way 2-1-1, Director *</p> <p>Victor Valley Community Service Counsel, Director *</p> <p>Community Senior Services, Director *</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>1/31/2017</p> <p>9/30/2017</p> <p>9/30/2017</p> <p>1/31/2017</p> <p>2/28/2018</p>

**Meeting Dates and Time:** Bi monthly, beginning in February, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., SANBAG Office

\* Manager or Director may designate alternate/s

Communication: SANBAG Committee Membership (Committee Membership)

**Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> <li>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</li> <li>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</li> <li>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</li> </ul> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Richard Haller (B)                      Rod Johnson (A)                      Mike Layne (E)                      Norman Orfall (D)                      Craig Scott (C)                      Ray Wolfe, Ex-Officio</p>	<p>12/31/16                      12/31/16                      12/31/18                      12/31/18                      12/31/18</p>

Communication: SANBAG Committee Membership (Committee Membership)

**SANBAG Ad Hoc Committees**

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Budget Process</b></p> <p>In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair                      Mike Podegracz, P.E. – City Manager, City of Hesperia                      Sam Racadio – Council Member, City of Highland                      Kevin Ryan - Principal Transportation Planner, City of Fontana</p>

<p><b>Legislative</b> In March 2013, the SANBAG Board President appointed this ad hoc committee.  This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – Ryan McEachron, Victorville Vice President – Robert A. Lovingood, Supervisor Immediate Past President – Dennis Michael, Rancho Cucamonga</p>
<p><b>Transit Review Ad Hoc Committee</b> In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert A. Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>
<p><b>Statutory Entity Ad Hoc Committee</b> In June 2015, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Study and make recommendations to full Board regarding sponsoring legislation to consolidate certain SANBAG entities and functions into a new statutory entity.</p>	<p>Bill Jahn, Big Bear Lake - Chair Jon Harrison, Redlands George Huntington, Yucca Valley Robert A. Lovingood, Supervisor Ryan McEachron, Victorville Janice Rutherford, Supervisor Alan Wapner, Ontario</p>
<p><b>Council of Governments Ad Hoc Committee</b> In June 2016, the SANBAG Board President appointed this ad hoc committee.</p>	<p>To provide direction relative to the Council of Governments annual work plan.</p>	<p>Alan Wapner, Ontario – Chair Curt Emick, Apple Valley (will alternate between meetings with Eric Schmidt) Josie Gonzales, Supervisor Bill Jahn, Big Bear Lake Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton James Ramos, Supervisor Janice Rutherford, Supervisor Eric Schmidt, Hesperia (will alternate between meetings with Curt Emick)</p>

**SANBAG Technical Advisory Committees**

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b> Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors.  The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>

Communication: SANBAG Committee Membership (Committee Membership)

<p><b>City/County Manager’s Technical Advisory Committee (CCM TAC)</b>                  The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.                  The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b>                  Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.                  The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>
<p><b>Project Development Teams</b></p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.                  Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.                  PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.                  PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.                  The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996