



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
Phone: (909) 884-8276 Fax: (909) 885-4407
Web: www.sanbag.ca.gov



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

AGENDA
Transit Committee Meeting

August 11, 2016

9:00 AM

Location

SANBAG

First Floor Lobby

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

Transit Committee Membership

Chair

Supervisor James Ramos
County of San Bernardino

Mayor L. Dennis Michael
City of Rancho Cucamonga

Vice Chair

Mayor Pro Tem Bill Jahn
City of Big Bear Lake

Mayor Pro Tem Jon Harrison
City of Redlands

Supervisor Robert Lovingood
County of San Bernardino

Mayor Deborah Robertson
City of Rialto

Mayor Larry McCallon
City of Highland

Mayor Ray Musser
City of Upland

Mayor Paul Eaton
City of Montclair

Council Member Richard Riddell
City of Yucaipa

Council Member Alan Wapner
City of Ontario

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

AGENDA

Transit Committee Meeting

**August 11, 2016
9:00 AM**

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

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

CALL TO ORDER

(Meeting Chaired by James Ramos)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

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

Consent - Transit

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

Receive and File Change Orders.

Presenter: Carrie Schindler

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

3. Fourth Quarter Fiscal Year 2015/2016 Railroad Right-of-Way Grants of Use Reports

That the Transit Committee receive the fourth quarter (April, May, June) Right-of-Way Grants of Use Report.

Presenter: Theresa Armistead

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

DISCUSSION ITEMS

Discussion - Transit

4. Southern California Regional Rail Authority All-Share Allocation Formulas MOU 17-1001572

That the Transit Committee recommend the Board:

A. Approve Memorandum of Understanding No. 17-1001572 with Southern California Regional Rail Authority defining the roles and responsibilities related to a review of the current cost allocation formulas used by the Southern California Regional Rail Authority and committing \$13,841 in SANBAG Valley Local Transportation Funds.

B. Authorize a budget amendment to the Fiscal Year 2016/2017 budget in the amount of \$13,841 to Task 0314 Transit Operations, Sub Task 0377 Metrolink Operating & Maintenance Subsidy, funded with Local Transportation Funds – Valley.

Presenter: Monica Morales

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

5. Award Redlands Passenger Rail Project – Construction Management Consultant Services.

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

A. Approve Contract No. 16-1001440 with AECOM for a five year term in an amount not-to-exceed \$17,380,058 for Construction Management Services on the Redlands Passenger Rail Project to be funded with Valley Measure I Metrolink/Rail funds.

B. Approve contingency of an amount not-to-exceed \$1,738,006 for Contract No. 16-1001440 and authorize the Executive Director or his designee to release contingency as necessary for the Project to be funded with Valley Measure I Metrolink/Rail funds.

Presenter: Justin Fornelli

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

6. San Bernardino Municipal Water District Purchase Order for Downtown San Bernardino Passenger Rail Project

That the Transit Committee recommend the Board, approve an increase to Purchase Order No. 4001433 with the City of San Bernardino Municipal Water District for additional work required to accommodate the Downtown San Bernardino Passengers Rail Project, increasing the purchase order by \$75,000 for a new total of \$150,000.

Presenter: Carrie Schindler

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

7. Allocation for Zanja Bridge

That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority, allocate \$94,000 of Rail Asset Funds for the removal of the Zanja Bridge.

Presenter: Carrie Schindler

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

8. Value Capture - Redlands Passenger Rail Corridor

That the Transit Committee review and provide direction on whether or not to analyze the potential for Value Capture along the Redlands Passenger Rail Corridor through Tax Increment Financing and Community Facilities Districts.

Presenter: Carrie Schindler

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

9. Fontana Grade Crossing Pedestrian Improvement Project

That the Transit Committee recommend the Board, acting in its capacity as the San Bernadino 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.

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

Presenter: Nessa Williams

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

Discussion - Transportation Programming and Fund Administration

10. Transportation Development Act Unmet Needs Hearings

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

A. Adopt definitions of “Unmet Transit Needs” and “Reasonable to Meet” as identified in Attachment A.

B. Set times, dates and locations for Transportation Development Act Unmet Transit Needs Public Hearings.

Presenter: Nancy Strickert

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

11. VVTA - Repeal Resolution No. 98-002

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

Adopt Resolution No. 17-002 (Attachment 1) repealing Resolution No. 98-002 (Attachment 2), which set the required ratio of fares to operating cost for Victor Valley Transit Authority at 15%.

Presenter: Nancy Strickert

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

12. Fiscal Year 2015/2016 Budget Amendment for LTF Pass Through Funds

That the Transit Committee recommend the Board approve a Fiscal Year 2015/2016 Budget Amendment to increase Task No. 0550 – Programming by \$6,720,000 to be funded by Local Transportation Funds previously allocated to transit operators and ratify expenditures made during the fiscal year.

Presenter: Andrea Zureick

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

Comments from Board Members

Brief comments from Board Members

Public Comment

Brief comments from the General Public

ADJOURNMENT

Additional Information

Attendance
SANBAG Entities
Acronym List
Mission Statement

The next Transit Committee Meeting will be September 15, 2016.

Meeting Procedures and Rules of Conduct

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

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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

Closed Session Agenda Items – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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

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

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

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

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

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he 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*

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

Minute Action

AGENDA ITEM: 1

Date: August 11, 2016

Subject:
 Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
2	C14001	Shimmick Construction Company Inc. <i>Paul Camaur</i>	Allied Steel Co., Inc. Marina Landscape, Inc. Innovative Concrete & Engineering Giroux Glass Winegardner Masonry Excelsior Elevator Fencecorp Inc. Ellis Excavating Gerdau Eberhard EMC Rutherford Co., Inc. M.B. Herzog Electric Hardy & Harper, Inc.
5	16-1001440	AECOM <i>Chris Mockus</i>	Simon Wong Engineering Xorail Pacific Railroad Enterprises SafeworkCM Sequoia Consultants Soteria Company Psomas

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

Entity: CMA, COG, CTA, CTC, SAFE

Transit Committee Agenda Item

August 11, 2016

Page 2

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Transit Committee
Date: August 11, 2016

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: August 11, 2016

Subject:

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

Recommendation:

Receive and File Change Orders.

Background:

There were no contract change orders (CCOs) approved for Contract Number C14001 with Shimmick Construction Company, Inc. for construction of the Downtown San Bernardino Passenger Rail Project since the last report to the Transit Committee.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Transit Committee
Date: August 11, 2016

Witnessed By:

Entity: CTC

Rail and Transit Construction Contracts

Downtown San Bernardino Passenger Rail Project (C14001)		
Executed Change Orders		
Number	Description	Amount
1	Replace Signals Mast at Depot for Tracks P5 and P6, (CN 5-\$60,761), Remove and Dispose of Debris (CN 6-\$27,000).	\$87,761.00
2	Build Temporary Mini-High (CN 4.1-\$81,320), Removal of Property Owner Debris (CN 6.1-\$52,000). Install Temp Fence adjacent to San Bernardino Transit Center (CN 12-\$5,000).	\$138,320.00
3	Reconstruct CMU block wall trash enclosure at the San Manuel stadium (CN 010-\$34,950), Additional tree removal along railroad right-of-way (CN 16-\$18,000); Relocate equipment and materials at the San Bernardino Transit Center parking lot (CN 17-\$40,000); Construction of temporary platform at Santa Fe Depot (CN 18-\$40,000).	\$132,950.00
4	Additional electrical work for power pedestal, rail lubricator and signal house (CN 2-\$45,179.50). Additional miscellaneous electrical work (CN 14-\$26,476.62).	\$71,656.12
5	Adjustments to the various allowance bid items (CN 26-\$208,142.57).	\$208,142.57
6	Modify various storm drain structures (CN 8-\$89,381). Installation additional parking lot light poles at the Southern California Gas Company parking lot (CN 14.01-\$3,229.87). Increase gauge rubber on crossing panels (CN 21-\$4,102.13)	\$96,713.00
7	Installation of infrastructure for electric vehicle charging stations (CN 7.2-\$24,000). Installation of water line bypass at G St (CN 28-\$84,000).	\$108,000.00
8	Adjustments to the various allowance bid items (CN 26-\$208,142.57).	\$207,000.00
9	Adjustments to allowance bid item 006-Railroad Flagging (CN 35-\$121,000.00).	\$121,000.00
10	Adjustments to allowance bid item 002-Unforeseen Utilities (CN 36-\$200,000.00).	\$200,000.00
11	Extension to the contract period of performance and adjustment to bid item 003 for the construction daily overhead cost (CN 030- \$486,000)	\$486,000.00
12	Modifications to signing and striping plans (CN 23.1-\$5,880). Property and conform adjustment (CN 39-\$70,000).	\$75,880.00
13	Modifications to SBTC Platform C south wall (CN 41-\$58,000)	\$58,000.00
CCO TOTAL		\$1,991,422.69
APPROVED CONTINGENCY		\$2,981,464.00
REMAINING CONTINGENCY		\$990,041.31

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

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

Minute Action

AGENDA ITEM: 3

Date: August 11, 2016

Subject:

Fourth Quarter Fiscal Year 2015/2016 Railroad Right-of-Way Grants of Use Reports

Recommendation:

That the Transit Committee receive the fourth quarter (April, May, June) 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 fourth quarter of Fiscal Year 2016.

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

Responsible Staff:

Theresa Armistead, Management Analyst II

Approved
Transit Committee
Date: August 11, 2016

Witnessed By:

Entity: CTC

Attachment A

April - June 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	Fee's Waived	Waived Fee Amount	Waived Fee Comments
Property One LLC	16-1001495	License	None	4/18/16	30 day notice	\$ 2,230.00	\$1,200.00	n/a	\$500.00	n/a	n/a	n/a	
MCC Pipeline Inc.	16-1001527	ROE	None	5/26/16	08/26/2016	\$ 2,230.00	n/a	n/a	\$500.00	90 days	n/a	n/a	

Total One-time Application Fee	\$ 4,460.00				
Total Annual Admin Fee		\$1,200.00			
Total One-time Use Fee			\$0.00	\$1,000.00	

Minute Action

AGENDA ITEM: 4

Date: August 11, 2016

Subject:

Southern California Regional Rail Authority All-Share Allocation Formulas MOU 17-1001572

Recommendation:

That the Transit Committee recommend the Board:

A. Approve Memorandum of Understanding No. 17-1001572 with Southern California Regional Rail Authority defining the roles and responsibilities related to a review of the current cost allocation formulas used by the Southern California Regional Rail Authority and committing \$13,841 in SANBAG Valley Local Transportation Funds.

B. Authorize a budget amendment to the Fiscal Year 2016/2017 budget in the amount of \$13,841 to Task 0314 Transit Operations, Sub Task 0377 Metrolink Operating & Maintenance Subsidy, funded with Local Transportation Funds – Valley.

Background:

Southern California Regional Rail Authority (SCRRA) is a Joint Powers Authority (JPA) including five member agencies: Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), Ventura County Transportation Commission (VCTC) and San Bernardino Associated Governments (SANBAG). The SCRRA budget is made up of two principle components: the operating budget consisting of train operations and maintenance of way, and the capital program consisting of both new capital projects and rehabilitation projects. Funding for these costs is derived from SCRRA fare revenue and other income, with the balance provided by grants and subsidies paid by the five member agencies. Under the terms of the JPA, each member agency approves its individual Operating and Capital contributions for the upcoming fiscal year. These contributions are based on a series of formulated allocations that distribute revenue and costs across operating line segments and member agencies that have been used since 1998.

Recently the SCRRA Board and Technical Advisory Committee (TAC) have identified the need for a review of the repeatedly used cost allocation formulas to ensure all member agencies are being allocated costs equitably. SCRRA solicited proposals for a consultant to conduct such an analysis and has awarded a contract with LTK Engineering Services as subcontractor to AECOM to complete the task. It should be noted that AECOM is an On-Call firm to SCRRA and a separate RFP was not solicited. The total amount of the contract task order is \$96,184.48; the cost split between the member agencies is shown below.

Entity: CTC

	MTA	OCTA	RCTC	SANBAG	VCTC	Total
ALL-SHARE %	47.53%	19.78%	11.11%	14.39%	7.19%	100.00%
Member portion	\$45,716.48	\$19,025.29	\$10,686.10	\$13,840.95	\$ 6,915.66	\$96,184.48

SANBAG's contribution to this contract is \$13,841. SCRRA is requesting each member agency to enter into an Memorandum Of Understanding (MOU) which covers their portion of the cost and allows SCRRA to set-up the appropriate accounting mechanisms to proceed with the procurement process and begin the review.

Recommendation A seeks approval of the MOU and commitment of \$13,841 in Valley Local Transportation Funds. Recommendation B is requesting the additional SANBAG Fiscal Year 2016/2017 budget authority needed to fund SANBAG share of the cost. The cost of the review was not known at the time the SANBAG Fiscal Year 2016/2017 Budget was completed.

Financial Impact:

This item is not consistent with the Fiscal Year 2016/2017 adopted budget. Recommendation B includes a budget amendment to Task 0314 Transit Operations.

Reviewed By:

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

Responsible Staff:

Monica Morales, Transit Analyst

Approved
 Transit Committee
 Date: August 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 17-1001572 Amendment No.: 0 Vendor No.: 02003
 Vendor/Customer Name: Southern California Regional Rail Authority Sole Source? Yes No
 Description: MOU for All-Share Allocation Formula
 Start Date: 07/01/2016 Expiration Date: None (review 6/30/17) Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 13,841.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 13,841.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 13,841.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 Board of Directors Action: Approve Memorandum of Understanding (MOU) with Southern California Regional Rail Authority agreement 17-1001572 for the All-Share Allocation Formulas

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

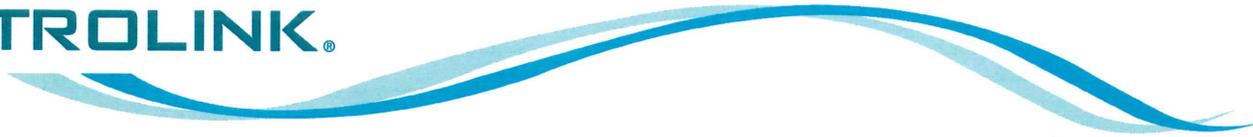
E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

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

Additional Information

Project Manager: Monica Morales

Attachment: Contract Summary Sheet (3000 : Southern California Regional Rail Authority All-Share Formula MOU 17-1001572)



Southern California Regional Rail Authority

July 6, 2016

Dear Member Agency CFOs and TAC Members:

Re: Allocation Review MOU

In recent months, SCRRA staff (the Authority) recommended that the All-Share formula (static since 1998) be reviewed and updated. Member Agencies felt this was an appropriate time to review all allocation formulas.

It was informally agreed that the Member Agencies would divide the cost of an outside consultant who would perform the review, and provide suggestions for revisions. It was also agreed that the Member Agencies would play an active part in crafting any changes to the allocations.

In response to the Member Agency request, SCRRA solicited proposals from four consulting firms, and received quotes from three of those firms. A selection was made on the basis of understanding of the scope of the project, quality of staff, and cost.

The selected firm is LTK subcontracted through AECOM. The quoted price is \$96,184.48.

The cost split, based on the current All-Share Formula is as shown below:

	MTA	OCTA	RCTC	SANBAG	VCTC	Total
ALL-SHARE %	47.53%	19.78%	11.11%	14.39%	7.19%	100.00%
Member portion	\$45,716.48	\$19,025.29	\$10,686.10	\$13,840.95	\$ 6,915.66	\$96,184.48

The Authority requests that each Member Agency forward a signed MOU to SCRRA covering their portion of the cost as shown above. Receipt of an MOU will allow us to establish a Recollectable Project, so that we may proceed with the procurement process.

For those Members who may wish to use it, we have constructed an MOU Template for this project which is attached here. Thank you for your assisting in moving this project forward,

Ronnie Campbell
Chief Financial Officer

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding is made and entered into by and between the Southern California Regional Rail Authority ("SCRRA") and _____ (MEMBER) and is effective upon signature of both parties.

RECITALS:

A. WHEREAS, SCRRA and MEMBER have agreed that the current allocations used by SCRRA to distribute should be reviewed and assessed by an outside consulting firm; and,

B. WHEREAS, SCRRA staff has solicited bids from four potential consulting firms, and received proposals from three of those firms,

C. WHEREAS, SCRRA staff has selected LTK subcontracted through AECOM with a total cost of \$96,184.48,

D. WHEREAS, Member Agencies have jointly agreed that the cost of this Allocation Assessment Consulting will be paid by Member Agencies based on the All Share Allocation Method.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The MEMBER will remit to SCRRA, not later than September 30, 2016, their share of the Allocation Assessment Consulting Cost in the amount of \$_____. (A listing of shares by Member Agency is attached.)
2. The MEMBER will participate as requested (and within reason) in the process of the evaluation of current allocation, and establishment of possible new allocation.
3. At the conclusion of the assessment, MEMBER will receive a report evaluating current allocation methods, and recommending possible new methods.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed and delivered as of the above date.

MEMBER: _____

By (signature): _____
Printed Name: _____
Title: _____

Date: _____

SCRRA:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

Minute Action

AGENDA ITEM: 5

Date: August 11, 2016

Subject:

Award Redlands Passenger Rail Project – Construction Management Consultant Services.

Recommendation:

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

- A. Approve Contract No. 16-1001440 with AECOM for a five year term in an amount not-to-exceed \$17,380,058 for Construction Management Services on the Redlands Passenger Rail Project to be funded with Valley Measure I Metrolink/Rail funds.
- B. Approve contingency of an amount not-to-exceed \$1,738,006 for Contract No. 16-1001440 and authorize the Executive Director or his designee to release contingency as necessary for the Project to be funded with Valley Measure I Metrolink/Rail funds.

Background:

With the San Bernardino Associated Governments (SANBAG) Board of Directors identifying the Redlands Passenger Rail Project (RPRP) as one of its priority projects and RPRP having cleared environmental review in March 2015, staff is moving forward with the delivery of the project. The implementation of a new passenger rail service is very complex, thus several types of consultants have been identified that will assist SANBAG staff in implementing the project, including program management, main-line final design, right-of-way legal services, and construction management to support the construction activities.

SANBAG staff began the process of procuring a Construction Management Consultant in April 2016 by releasing a Request for Proposals (RFP) 16-1001440 and posting a notice on SANBAG's website and via the on-line procurement service PlanetBids.

Firms registered on SANBAG's PlanetBids website were notified of the bid opening through an electronic distribution. The solicitation was issued in accordance with SANBAG's procurement policies and procedures for Architectural and Engineering services.

Fifty-one (51) firms downloaded the RFP Packet from PlanetBids. A Pre-Proposal meeting was held on March 23, 2016 and was attended by forty two (42) firms. Three addendums were issued for this procurement in the following sequence. Addendum No. 1 was issued on March 30, 2016 informing bidder of the interview date change. Addendum No. 2 was issued on March 31, 2016 presenting the sign in sheets from the pre-proposal meeting and slide show presented at the meeting. Addendum No. 3 responding to questions and provided answers to the various questions submitted regarding the RFP and project.

Five (5) proposals were received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness

Entity: CTA

review was conducted by the Procurement Analyst and found all five (5) proposals responsive meeting the requirements outlined in the RFP instruction and requirements.

The Evaluation Committee was comprised of three technical staff persons from SANBAG, one from the San Diego Association of Governments (SANDAG), one from the City of Redlands and one from the City of San Bernardino. Evaluators concluded their individual reviews of the five (5) proposals and convened to review, discuss, and score the proposals on May 5, 2016. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of the Firm – 30 points; Proposed Staffing and Project Organization – 30 points; and Work Plan – 40 points.

As a result of the scoring, four firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews were, AECOM, Arcadis, PreScience, and WSP / Parsons Brinckerhoff.

Minor variances in the criteria scores were noted and discussed. Full detail of the scores is included in the Contract Audit File.

On May 10, 2016, interviews were conducted with the short-listed firms. Interviews were 50 minutes in length, which consisted of a 5 minute set up, 10-minute opening and statement, followed by 30 minutes of questions and answers and 5 minutes for closing statements. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical proposal and interviews is 40% and 60% respectively.

Evaluation Committee Recommendation Summary:

The Committee considered all four (4) proposing firms qualified to perform the work specified in the Request for Proposals. The highest ranked firm, AECOM is being selected for the following reasons: The firm was able to show the committee they had a clear understanding of the importance of this project. The firm was able to identify the critical components of the project that could present challenges during construction. The firm was able to present a sound work plan that included the process and procedures the firm uses in its daily function as a construction management consultant to monitor and track all activities, ensuring a safe and productive project. The firm also presented a strong team with highly qualified key staff who are knowledgeable and experienced in the construction and rail industries.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in the Request for Proposals 16-1001440 be awarded to AECOM. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

This page was intentionally left blank.

Approved
Transit Committee
Date: August 11, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001440 Amendment No.: _____ Vendor No.: 00091
 Vendor/Customer Name: AECOM Sole Source? Yes No
 Description: RPRP - Mainline Construction Management Consulting Services
 Start Date: 09/07/2016 Expiration Date: 06/30/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 17,380,058.00	Original Contingency	\$ 1,738,006.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 17,380,058.00	TOTAL CONTINGENCY VALUE	\$ 1,738,006.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 19,118,064.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 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: Justin Fornelli

Attachment: Contract Summary Sheet [Revision 1] (2845 : Award RPRP Construction Management Consultant Services)

**ATTACHMENT A
CONSTRUCTION MANAGEMENT
SERVICES - SCOPE OF WORK
REDLANDS PASSENGER RAIL PROJECT**

RFP No. 16-1001440

Prepared for



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

July 2016

Prepared by



901 Via Piemonte, 5th floor
Ontario, CA 91764
(949) 795-2969

INDEX

A. DESCRIPTION OF SERVICES

B. PERFORMANCE REQUIREMENTS

C. DUTIES AND RESPONSIBILITIES

D. DELIVERABLES

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

F. MATERIALS TO BE FURNISHED BY SANBAG

G. AVAILABILITY AND WORK HOURS

H. LIMITATIONS TO AUTHORITY

I. THIRD PARTY RELATIONSHIPS

J. CONSTRUCTION SITE SAFETY

A. DESCRIPTION OF SERVICES

The San Bernardino Association of Governments (SANBAG) will utilize the services of a Construction Management Consultant (CMC) to support the construction activities for the Redlands Passenger Rail Project (RPRP). The CMC will provide construction management, materials testing, and support SANBAG's public outreach for the RPRP. A description of the RPRP is given below.

A.1 Redlands Passenger Rail Project

The Redland Passenger Rail Project (RPRP) will be constructed and operate on the rail corridor near and along Interstate 10 (I-10) and is the segment of railroad in San Bernardino County stretching from the San Bernardino Transit Center (SBTC), at MP 1.0, east to the University of Redlands, MP10.0. The RPRP is located entirely in the County of San Bernardino and traverses the cities of San Bernardino and Redlands, California.

The RPRP extends along an existing railroad right-of-way (ROW) owned by SANBAG and commonly referred to as the Redlands Subdivision and proposes the operation of passenger rail service with five station stops. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, drainage improvements, at-grade roadway crossing and safety improvements, including the implementation of Quiet Zones, passenger stations, and improvements to pedestrian access. The RPRP construction also involves building a new wayside signal and communications system that includes positive train control (PTC), procuring a fare collection system, and procuring diesel multiple unit (DMU) passenger train sets.

A.2 SERVICES

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling; constructability review; construction advertising, bid analysis, and award; construction inspection; materials testing, landscape inspection, contractor interface and contract administration; office engineering; supporting SANBAG's public outreach services and other assorted duties as appropriate in managing construction of RPRP.

It is expected that the CMC will assign a part-time Project Manager to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to coordinate specific field activities and responsibilities as needed to support satisfactory performance. Only the Project Manager is required to be licensed as a Professional Engineer in the State of California at the time of proposal submittal through the duration of the contract. The CMC is expected to provide the necessary personnel to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services, including coordination with SANBAG's Public Information Office, and the Cities of Redlands, Loma Linda and San Bernardino in implementing the Public Outreach Program established and implemented for RPRP by a separate consultant.

Insofar as the CMC's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the CMC. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the PROJECT.

SANBAG anticipates that the total contract will be approximately 53 months in duration, with preconstruction services starting in October 2016, utility relocations and building demolition construction contracts beginning in the summer of 2016, and the mainline construction starting in 2017 and ending in 2020 followed by closeout activities not exceeding three months.

CMC shall provide qualified construction management and inspection, materials testing, and support SANBAG's public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the PROJECT.

SANBAG has designated a Project Manager to coordinate all construction activities.

The CMC shall report to and receive direction from SANBAG through the Project Manager, or his/her designees. The SANBAG Project Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Manager will be the main contact and primary source of information between the CMC and other SANBAG consultants working on the PROJECT, and RPRP stakeholders; supporting- CMCs and the public for the construction of RPRP.

B. PERFORMANCE REQUIREMENTS

Construction Management: CMC shall furnish a Project Manager to coordinate CMC operations with SANBAG. The Project Manager shall be responsible for all matters related to CMC personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to monitor and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific PROJECT responsibility, as needed. The Resident Engineer shall be in responsible charge of construction management support services for construction activity within the PROJECT.

The number of CMC personnel assigned to the PROJECT will vary throughout the duration of the contract. CMC personnel will be assigned, in varying levels of responsibility, as needed by the CMC to support the RPRP construction schedule and construction activities.

If CMC personnel are on leave of absence, or have terminated employment with CMC the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the PROJECT approved by SANBAG.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CMC personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CMC personnel with two week notice as required by Prevailing Wage provided it is an extended duration. The Project Manager, with prior concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CMC personnel work hours dependent on the schedule and requirements of

**Construction Management Services
Redlands Passenger Rail Project- Scope of Work
RFP No. 16-1001440**

the construction Contractor. All overtime pre-planned by CMC personnel shall be approved and authorized by SANBAG prior to each occurrence. If extraordinary circumstances require CMC overtime, the time along with an explanation shall be submitted to SANBAG within five (5) working days of the incident.

CMC personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CMC personnel shall cooperate and consult with SANBAG, State, Federal, and City officials during the course of the PROJECT. CMC personnel shall perform duties as may be required to that construction is being performed in general accordance with the RPRP plans and specifications and all appropriate State and Federal rules and regulations. CMC personnel shall keep accurate and timely records and document all work performed by the Contractor and CMC.

CMC shall monitor for Contractor's compliance with the labor standards provisions of the Contract and the related wage determination decisions of the Secretary of Labor.

CMC personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions. CMC will coordinate traffic handling with local agencies.

All services required herein shall be performed in accordance with Southern California Regional Rail Authority (SCRRA), California Public Utilities Commission (CPUC), Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and where applicable, California Department of Transportation (Caltrans) guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

B.1 Materials Testing & Source Inspection:

The number of field testing and source inspection personnel assigned to the PROJECT will vary throughout the duration of the construction contracts. CMC certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractors.

Materials Testing/Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the PROJECT. CMC personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing/source inspection quality throughout each phase of the RPRP construction. CMC is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of each construction contract.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CMC will not provide services unless authorized by the SANBAG Project Manager.

Resumes of materials testing/source inspection personnel must be submitted to SANBAG for review and approval prior to assignment to the PROJECT. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

CMC shall be responsible for drafting a Source Inspection Quality Management Plan (SIQMP) to match the RPRP construction requirements, which outlines the approach to source inspection and the

roles and responsibilities of the source inspection personnel. CMC shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

QA/QC Requirements

CMC will prepare the CM Quality Assurance/Quality Control Plan in accordance with the FTA-MA-06-0189-92-1, which will be consistent with SANBAG's Quality Assurance Program as well as Program Management Plant (PMP). CMS's Resident Engineer will be responsible for monitoring construction quality activities for the RPRP construction and will have the authority to act in all quality related issues. CMC will also review and approve the Contractor's QA/QC plan for applicable work activities and audit the same for its compliance.

The Quality Assurance section of our QA/QC Plan will focus on ascertaining the quality of the scope of work requirements through planned and systematic actions. As for the Quality Control section of the plan, CMC will address the process control measures including, inspection, testing, documentation, operational activities, in fulfilling the scope requirements addressed in quality assurance.

Material Testing Services

The materials testing services for both structure and civil materials will be provided in accordance with the SANBAG's Quality Assurance Program. The quality assurance materials sampling, testing and inspection services will also conform to the SANBAG's Special Provisions in conjunction with Exhibit 16R of the Caltrans Local Assistance Program Manual for the type and frequency of testing. CMC anticipates that our certified and well experienced material testers to be handling the sampling, testing and inspection of soil, concrete asphalt at on-site and off-site plant locations as well as laboratory testing of the same. CMC's inspectors will be handling the welding and NDT inspection for structural steel and the thermite welding of the rail. It is CMC's intention to have a comprehensive material testing program to ascertain that all materials employed in the construction are sampled, tested and accepted and material related processes are reviewed and accepted prior to being incorporated in the work.

Source Inspection

CMC will assume the responsibilities of source inspection and management of all structure materials that require offsite fabrication. CMC will prepare and implement the RPRP-specific Source Inspection Quality Management Plan (SIQMP) in accordance with SANBAG / Caltrans guide lines. This scope of work will be led by CMC's Structure Materials Representative who will work closely with the source inspectors in accomplishing the timely sampling, inspection, testing and release of the fabricated materials. Based on the list of all fabricated structure materials submitted by the Contractor through the CEM-3101 - Materials to be Used form, CMC will identify, coordinate and perform the source inspection process to ascertain the quality assurance of the fabricated structural units are in strict compliance with the requirements as specified in the SIQMP.

B.2 Construction Surveying

CMC shall review and provide Quality Assurance and Quality Control of the Contractor's construction surveys for the PROJECT. All services required herein shall be performed in

accordance with SCRRA guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Quality assurance/quality control survey support services will be provided to the construction management team to support the construction of the Redlands passenger Rail Project.

QA/QC Survey Services

Survey staff will be provided to the construction management team to perform the QA/QC survey support services for the duration of the PROJECT. This staff will include:

- A survey project manager will be assigned to this project to oversee all survey work performed. The survey PROJECT manager will be a California-licensed Professional Land Surveyor.
- A Field Crew Supervisor to perform computations of survey requests, assist with survey matters and instruct and oversee the QA/QC survey support operation, as needed and requested by the resident engineer.
- Two-person survey crew(s) to perform QA/QC survey support services, as needed and requested by the resident engineer. Every effort will be made to ensure the same survey crew personnel will be assigned for the duration of the PROJECT.

At the onset of construction, the QA/QC survey support team will verify the primary control, right of way maps, legal descriptions, design files and improvement plans as they pertain to the RPRP. Client-provided primary and project control will be field-verified, and the horizontal design alignments and vertical profiles will be reviewed.

QA /QC survey support services will be performed in accordance with SCRRA guidelines, regulations, policies, procedures, manuals and standards except as noted in the special provisions as well as the Professional Land Surveyors Act. It is understood that the QA/QC surveyor shall monitor the contractor's surveyor for compliance with the RPRP surveying requirements. The QA/QC surveyor shall verify the contractor's layout and controls, perform independent survey checks of line and grade, spot check reference points and verify location and preservation of the critical baseline survey points prior to and after construction.

The QA/QC surveyor shall provide the construction management team the survey services described above. In the event the contractor's surveyor cannot be relied upon, the QA/QC surveyor may provide additional baseline surveys and one set of construction staking for all aspects of the construction. These additional staking services will be at the contractor's expense.

Project control provided by SANBAG will be maintained where possible throughout the duration of construction. Secondary control will be set and tied to the project control as needed to support the QA/QC survey support services activities. Any newly-established control will be tied to the client-provided primary and project control.

Optional items

Topographic field and office surveys can be performed as requested by the Resident Engineer to address utility, drainage or other special field studies during the construction phase of the RPRP. If necessary and requested, rights of way services can be provided and may include cadastral research, perpetuation of existing documentation, right of way surveys and final documentation. Right of way engineering documents prepared during the design phase will be obtained and reviewed prior to completing any requested right of way services.

C. DUTIES AND RESPONSIBILITIES

The following scope of work is divided into three phases: Pre-Construction, Construction, and Post-Construction. This generalized scope of work does not list all of the CMC responsibilities. CMC shall provide complete and comprehensive construction management services for each phase of work, for each construction contract issued by SANBAG to complete the RPRP.

C.1 Phase 1 – Pre-Construction Services

Immediately following receipt of the NTP, the CMC shall establish the field office with staff that includes the Project Manager and staff as directed by SANBAG to complete the following items.

- a) Create a complete Construction Management (CM) Procedures Manual modeled after similar mainline commuter rail projects, including but not limited to, the Downtown San Bernardino Passenger Rail Project. At a minimum, it should address the control and management of construction related documents, including: Requests for Information; Change Orders; Contractor Submittals; Construction Photos; Operations and Maintenance Manuals; As-built drawings and RPRP Record Documents. This document shall follow and implement appropriate guidelines in the latest FTA “Project and Construction Management Guidelines 2016”
- b) Perform constructability analysis of the 65% and 90% complete construction documents. Verify the contract documents has incorporated all conditions from permitting agencies including for flood control, channel, working in Santa Ana River, TMP for local streets, right of way agreements and any other items as provided during RE file Transfer meeting. The Mainline Design Consultant (MDC) will support this analysis and coordinate with the CMC on appropriate plan, specification and bid item revisions. As part of constructability review identify risk items and incorporate into risk management plan being developed by MDC. As part of CMC’s constructability review we will develop an independent construction schedule. This schedule will identify long lead items, a proposed critical path and will identify risk items to be discussed as part of risk management sessions.
- c) Assist SANBAG in obtaining, compiling, and analyzing constructability review comments of the 90% construction documents from independent construction firms.
- d) Verify all changes and conditions provided by plan checks with local agencies and stakeholders are incorporated into the contract documents.
- e) Participate in risk management sessions to identify and mitigate against construction risk and hazards.
- f) Coordinate with the Program Management Consultant (PMC) to analyze and provide comments on the Primavera CPM Master Project Planning and Construction Overview Schedule detailing phasing and tasks and sub-tasks for each phase. Include all potential work items from contractor, SANBAG, 3rd parties and CMC work items.

**Construction Management Services
Redlands Passenger Rail Project- Scope of Work
RFP No. 16-1001440**

- g) Support Bid/Award Process – Assist SANBAG and MDC in responding to bid addenda, and bid analysis, pre-qualification of contractors, and recommend award of the construction contracts to the Board.
- h) Prior to construction and during the constructability reviews, coordinate with MDC in conducting an existing conditions surveys identifying potential adverse impacts to schedule and costs and report theses to SANBAG.
- i) Assist SANBAG with coordination of the pre-bid meeting. Assist in responses to contractor’s questions during the bid period.
- j) Attend Pre-construction meetings as requested.
- k) Document existing conditions through digital still photography and submit all photos in digital format to SANBAG prior to start of construction.
- l) Perform site reconnaissance and review contract document provisions for site access, staging, parking, utilities, etc. and make recommendations for items to be included in the construction contract documents.
- m) Review utility relocation requirements and provide recommendations for structuring the relocation scope of work that will be included in the construction contract documents.
- n) Monitor implementation of all Construction Environmental Control Plan requirements (address all NEPA/CEQA mitigation and permit requirements as listed in the specifications) with the MDC. Coordinate with HDR for the monitoring of environmental items including biological and noise monitoring.
- o) Prior to construction, assist MDC with environmental surveys (prior to start of construction).
- p) Prepare a CM Quality Assurance/Quality Control (QA/QC) Plan, including review and audits of construction contractor QA/QC plan. The CMC’s QA/QC Plan shall be developed in accordance with “FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines” and shall be consistent with SANBAG’s Program Management Plan (PMP) and Quality Assurance Program. See Section C.01.2.7 Quality Assurance/Quality Control (QA/QC) Requirements for additional requirements.
- q) Review contract requirements for Contractor Safety Plan used to govern job-site safety during the construction process.
- r) Provide a utility coordinator with assisting with utility relocation and conducting job site review, hold coordination meetings to identify and plan for utilities that will be relocated during construction.
- s) Review RPRP specific testing requirements to be included in the construction contract documents. These will be utilized to determine that all job materials and construction activities are being reviewed and tested.
- t) Review contract specific and overall RPRP start-up and test procedures that will be included in the construction contract documents. These procedures shall comply with all state and federal agency requirements necessary to make the completed RPRP ready for revenue service.
- u) Review systems verification, testing and start-up plan.
- v) Review hazardous material identification, notification and remediation policy referenced in the construction contract documents and used to facilitate prompt and legal disposal of job-site hazardous materials during the construction process.
- w) Review the draft Storm Water Pollution Prevention Plan (SWPPP), in accordance with the State Water Resource Control Board requirements.
- x) Review all required permits, easements, utility relocation agreements, cooperative agreements, and memorandums of understanding (MOU’s) for completeness and the associated requirements are incorporated into the construction plans and special provisions.
- y) Review PMP to assist in understanding federal requirements for construction management procedures and reporting.

**Construction Management Services
Redlands Passenger Rail Project- Scope of Work
RFP No. 16-1001440**

- z) Assist SANBAG in preparing general conditions and special provisions and review for consistency with San Bernardino Downtown Passenger Rail Project and other recent passenger rail projects.
- aa) Verify the MDC has identified all hazardous material removal prior to demolition and identified all conditions required by permitting agencies have been incorporated into the final contract documents.
- bb) Facilitate an RE File Transfer meeting with MDC and SANBAG to provide all relevant project documents and agreements to CM team.
- cc) Included in construction contract a specification regarding public protection.
- dd) Safety and Security Certification Program Plan – CM team shall support the preparation of the SSCPP and review draft, final draft and final plans. Update as required during PROJECT duration.
- ee) Preliminary Hazard Analysis (PHA) Report – CM team shall support the preparation of a PHA and review the draft and final reports. Verify compliance with final design.
- ff) Threat and Vulnerability Analysis (TVA) Report – CM team shall support the preparation of a TVA and review the draft and final analysis. Verify compliance with final design and as constructed improvements.
- gg) Operating Hazard Analysis (OHA) – CM team shall support the preparation of a OHA and submit for approval and verify compliance with final design.
- hh) Develop Design Criteria Conformance Checklists – CM team shall lead the preparation of Safety and Security Certification Checklists. Prepare draft, final draft and final checklist applicable to PROJECT scope. Resolve comments in meetings as required.
- ii) Verify Design Criteria Conformance Checklists - Coordinate and facilitate verification, audits and certification of completed checklists, including presentation at SSCRT for final acceptance.
- jj) Safety and Security Certification Review Team (SSCRT) - Provide key technical lead for the SSCRT meetings, prepare minutes, prepare, organize and present materials for 12 meetings, including informal pre-meetings.
- kk) Fire/Life Safety Committee - Schedule meetings, prepare draft and final meeting minutes and facilitate resolution of F/LS issues for 12 quarterly meetings, including informal pre-meetings.
- ll) Provide reviews of in-progress design plans and specifications. Develop language for the contractor safety/security requirements.

C.2 Phase 2 – Construction Services

C.2.1 General Requirements

- a) Progress Management:
 - 1. Submittals, Nonconformance Reports, (NCR) and RFIs: Review for quality and completeness, process and track. The MDC has a supporting role in responding to RFIs and reviewing non-conformance reports and also reviewing contractor submittals and shop drawings for adherence to design and specifications. Coordinate and transmit RFIs and submittals to the MDC as directed by SANBAG. Facilitate timely review of these.

**Construction Management Services
Redlands Passenger Rail Project- Scope of Work
RFP No. 16-1001440**

2. Progress Payments: Review/approve/reject contractor's monthly progress payment requests. Measure and track quantities installed for all unit rate items and maintain Schedule of Values progress payment in FTA format.
 3. Monitor permits, submittals, shop drawings, material procurement, RFIs, bulletins, change requests, change orders, schedules, and recovery plans, coordination with agencies, jurisdictions, utilities, and Engineer of Record.
 4. Changes/Claims: Recommend and implement change orders and claim avoidance practices. Analyze, negotiate, facilitate settlement of claims, and process change orders in a timely manner in accordance with the approved PMP procedures. The MDC will revise design documents as required.
 5. Track/analyze/report on contractor/subcontractor lien releases.
 6. Railroad Force Account: Record any SCRRA and possibly BNSF force account work and review invoice documents within the specified contract duration.
 7. Document Control: Adhere to SANBAG procedures and maintain hard copies. All documents are to be scanned and saved electronically in the field with weekly backups maintained off site.
 8. Contractor Insurance: Track policies and renewals including subcontractors.
 9. Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring: Support SANBAG by obtaining certified payrolls; determine that DBEs and UDBEs are performing designated work. Obtain contractor's DBE compliance reports. Track and document contractor compliance with prevailing wages and Equal Employment Opportunity (EEO) including performing field interviews of contractor personnel. See Section C.01.2.11 Prevailing Wage Monitoring for additional requirements.
 10. Maintain Warranty Matrix and include as part of monthly status report.
 11. Provided status and confirmation contractor's submittals and materials incorporated into RPRP is in compliance with Buy America.
- b) Documents:
1. Construction Safety and Security: Review contractor's site-specific Safety and Security Plans. Monitor, document, and prepare accident reports. Observe and document in an incident log contractor's compliance with the RPRP safety plan.
 2. Storm Water Pollution Prevention (SWPPP): Track compliance with the RPRP SWPPP (and/or Water Quality Control Plan (WQCP)). Perform site inspections to determine Best Management Practices (BMPs) have been implemented as outlined in the SWPPP/WPQP. Perform weekly or daily inspections during the rainy season. Perform run-on/run-off sampling and testing if required by the SWPPP/WQCP.
 3. Review of Traffic Plans (Detours and Lane Closures): Review construction contractor plans, assist with resolution of issues, and assist with coordination of the traffic plans with the roadway agencies (City of San Bernardino, City of Redlands, City of Loma Linda, and CALTRANS) and adjacent property owners.
- c) Systems Inspection, Testing, Commissioning, and Start-up: perform factory visits, complete manufacturers quality audits, test reports, safety certifications. The CMC shall also coordinate with SANBAG and SCRRA in implementing both construction phase and start-up phase testing in achieving acceptance and approval by appropriate agencies and authorities. The CMC shall submit timely reports on problems, progress, and completion

**Construction Management Services
Redlands Passenger Rail Project- Scope of Work
RFP No. 16-1001440**

- of the start-up testing shall be submitted to SANBAG. The CMC shall also provide technical assistance to SANBAG and coordinate the interface between construction and operations personnel for the start of revenue services, and assist SANBAG with obtaining the Project System Safety Certification from the FRA.
- d) Survey Support (QA/QC) Services: Monitor construction contractor general compliance with surveying requirements; verify layout and controls, perform independent survey checks of line and grade, spot check contractor reference points and verify location and preservation of the critical baseline survey points prior to and after construction (SANBAG provides construction control surveys). The CMC shall include a California licensed surveyor on the CMC team to provide these services and additional 1 baseline surveys in the event that the contractor's survey cannot be relied upon. CMC will provide one set of construction staking for all aspects of the construction. Additional staking will be at the contractor's expense.

C.2.2 Communication

- a) CMC is responsible for interfacing, coordination, and communication of all activities during construction, and to keep SANBAG well informed at all times. This effort of interfacing, coordination, and communication includes but is not limited to: utility companies; community relations (SANBAG and CMC); labor organizations; cities and the County; SCRRA, BNSF operations and maintenance, and Omnitrans; Esri and the University of Redlands; Army Corps of Engineers; U.S. Fish and Wildlife; Engineer of Record; architects, artist and other agencies; CMCs; and other entities associated with the PROJECT.
- b) Coordinate with MDC to facilitate prompt resolution to design and construction related issues.
- c) Utility Coordination: Assist construction contractor and coordinate RPR utility requirements with MDC. Assist SANBAG with coordination of utility owners for required utility relocation work. Provide knowledgeable utility field inspectors to support utility design, and integration of required changes to resolve utility conflicts. These inspectors will be required to coordinate interface milestones, work windows, and monitor the overall efforts of construction contractors.
- d) Coordinate Flagging: Schedule SCRRA flagging, coordinate assignment of watch persons for protection of workers and equipment not required by SCRRA and under CMC purview, assure that all CMC and observe that Contractor field personnel complete and stay current with railroad safety training requirements. Coordination may be required with BNSF for their customers.
1. Coordinate instruction classes in FRA Railroad Worker Safety Protection, Safety Rules and Regulations. In addition, coordinate SCRRA General Safety Regulations for Third Party Contractors and Utilities Workers for contractors, and other third parties performing work within SANBAG right-of-way. Maintain an updated log of all on-track safety certified staff and contractors for the purpose of supporting that only certified people on railroad job site.
- e) Prepare weekly progress reports to include daily dairies, PROJECT/contract status, deficiency logs, field change notices, new and outstanding issues, actions to be taken, schedule update, calendar days spent and remaining, claims evaluation, and status of all logs including submittals, RFIs, contract change order documents, drawing registers/control logs, etc.

**Construction Management Services
Redlands Passenger Rail Project- Scope of Work
RFP No. 16-1001440**

- f) Prepare Monthly Progress Summary Reports indicating CMC and Contractor's contract status, job site conditions, specific conditions encountered, corrective measure taken, progress and record photos, manpower reports, construction schedule update (including narrative), current RPRP cost, and projection of cost including potential change orders, issues and resolutions, itemize all to-date RPRP costs and forecast RPRP costs by totaling base contract payments. It should also include any critical issues requiring action by discussing and prioritizing issues and setting action responsibilities identifying any significant problems with the budget or staffing. Submit the reports to SANBAG.
- g) The CMC Resident Engineer shall immediately notify SANBAG of any significant construction problem that may impact cost, schedules, relations with other entities, or accidents. This notification shall, as soon as practicable, include written recommendations on options to resolve the problem.
- h) Engage the facility operator Omnitrans and SCRRA early to establish expectations and obtain the operators input throughout construction.
- i) Conferences/Meetings:
 1. Conduct weekly progress, pre-work, weekly safety, and third party coordination meetings.
 2. Conduct and produce meeting minutes and action item lists for weekly contractor progress review meetings for submittal to SANBAG. Provide agendas to include the weekly progress report elements.
 3. Prepare, coordinate, facilitate and participate in Partnering Program and conferences at the onset of construction and throughout the duration of construction activities with SANBAG, MDC, all construction contractors, and other key RPRP stakeholders. This Program shall promote teamwork and open lines of communication to facilitate the successful completion of the RPRP. In addition, as part of the partnering process establish a dispute resolution plan.
 4. Participate as part of the Rail Activation Committee and conduct periodic meetings
 5. Establish Safety and Security Certification Committee and conduct periodic meetings.
 6. Public Affairs: Assist SANBAG in providing community meetings to educate the public on the impact of construction work in their local area. Provide support for preparing presentations to cities, agencies, municipalities, SANBAG Board, the public and others as directed. Prepare all agendas, record meeting minutes, and distribute copies to attendees and interested parties.

C.2.3 Scheduling Control

- a. Review and monitor contractor's schedule for accuracy, compliance, completed work, and forecast reasonableness.
- b. Coordinate with the PMC to expand and maintain the Primavera CPM Master Project Planning and Construction Overview Schedule to include individual construction contracts with milestones and start-up activities.
- c. Review and approve baseline construction schedules, monthly schedule updates, and 3-week look-ahead schedules submitted by contractors for compliance with the construction contract specifications.
- d. Provide assistance to develop work-around schedules or recommend other measures required to mitigate delays or expedite the schedule.
- e. Review and approve delay analyses submitted by contractors for change order work.

- f. Prepare monthly report summarizing contractor progress, critical path analysis, and contractual milestone comparisons of baseline versus current schedule, and resource and cash flow projections.

C.2.4 Cost Control/Estimating

- a. Cost Engineering/Estimating: Maintain an up-to-date trend system which identifies all potential cost (and cost of schedule) impacts and forecast to complete.
- b. The CMC is responsible for construction contract administration activities, field review and verification of work in place, review and recommendation for approval of contractor' payment requests, and the negotiation and recommended approval of certain change orders in accordance with approved guidelines. Develop and maintain logs at the field office sites of all-active contract change orders, claims, trends, bid item adjustments, and incurred cost. At the end of each reporting period, CMC will provide a summary of these logs. The summary will show the cumulative totals of the above logs for each contract.
- c. Prepare monthly, a three-month look ahead PROJECT Staffing Projections to effectively monitor and compare the CMC costs to the original proposed Work Plan and Budget.
- d. The CMC will assist in, or participate in negotiations for contract change orders, including but not limited to preparing an independent cost estimate to help establish a price for extra work and delays. The fair and reasonable cost estimate will be used as a basis for the change order negotiations, and as backup documentation.
- e. In preparing cost estimates, the CMC will prepare and maintain complete documentation establishing the basis of the estimates. This documentation prepared in accordance with FTA requirements shall include the basis for all labor, material and equipment costs. Costs shall include all applicable direct and indirect costs, including negotiated profit margins. Any cost necessary to reflect the unique or unusual characteristic of the change order shall be included.

C.2.5 Inspection Control

Provide on-site daily inspections and thorough documentation to check the quality and quantity of the work performed by all trades and endeavor to guard SANBAG against defects and deficiencies in the work of the contractors. Inspect workmanship, quality, construction means, methods, techniques, and sequences to evaluate the contractor's general compliance with the requirements of the construction documents and recommend necessary remedial action to SANBAG and the Contractor.

Prepare daily field reports detailing weather conditions, status of work, and the location and type of work performed by the Contractor. For each daily work activity, document the number and classification of craft labor, supervision, equipment and materials used.

Any construction work not properly inspected and tested shall be grounds for removal of the CMC or specified personnel.

Routine responsibilities associated with providing inspection during construction include, but are not limited to, the following:

- a. Provide daily inspection and documentation of job related activities.
- b. Prepare and maintain thorough daily inspection reports.
- c. Provide continual review of plans and specifications to identify discrepancies, and ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that may generate misinterpretations and/or lead to disagreements.
- d. Provide inspection observation for utility relocations performed by non-SANBAG contractors.
- e. Coordinate work schedule with contractor for testing and surveying.
- f. Document information related to manpower, equipment, and time for extra or force account work or claim monitoring.
- g. Attend and document contractor tailgate safety meetings.
- h. Observe and support safety attire compliance requirements and on-track safety certification.
- i. Confirm accurate measured quantities and review pay estimates submitted by the contractor.
- j. Provide electronic pictorial and video logbook of construction activities.
- k. Report all discrepancies requiring corrective actions to SANBAG.
- l. Meet with contractor to review proposed work and schedule required inspection.
- m. Provide monthly inspection of contractor's As-Built drawings.
- n. Maintain separate As-Built drawings.
- o. Develop "Punch List" items and follow-up with corrective measures.

C.2.6 Material Sampling and Testing

CMC will provide QC, obtain laboratory testing services, and provide independent verification of contractor compliance with specifications.

The CMC shall maintain primary responsibility for verification testing for contract compliance of rail welding, and the final trackwork inspection, fare collection systems including communications and train control signaling systems (including wayside Centralized Traffic Control/CTC and Positive Train Control/PTC). The Construction Contractors have the primary responsibility for materials sampling and testing. The CMC shall satisfy themselves that the Construction Contractor's test, frequency of test, re-tests, and results comply with contract specifications. All materials sampling and testing documentation shall be reviewed by the CMC. A copy of all tests shall be maintained in the RPRP file.

CMC shall provide verification tests as deemed necessary. The Testing Laboratory personnel shall be qualified and certified as applicable (ASTM, Caltrans, ACI, AWS, etc.) with field testing capabilities for soil, concrete, asphalt, welding, NDE procedures for metal including rail welding, and materials testing to complement the CMC's field inspection staff. The scope of testing shall include, but not be limited to on-site inspections and sampling, laboratory materials testing, and off-site source testing and inspection as needed. All test results shall be timely and accurate, so that the contractors work is not impacted.

The following represents the minimum anticipated Field Materials sampling and Testing Requirements:

- a. Soil – Compaction/Density/Moisture/Resistivity
- b. Fill Material – Gradation/AD/Ballast/Backfill
- c. Concrete – Materials/Cylinders/Slump/Air Entrainment
- d. Asphalt Concrete – Yield
- e. Rail Welding – Ultrasonic/Plant & Field
- f. Rail End Hardening – Brinell Hardness (@Insulated Joints)
- g. Masonry – Grout/Mortar Test/Reinforcing Steel
- h. Coring – Asphalt/Concrete

The Trackwork including communication and train control signaling systems inspector shall have detailed knowledge of applicable SCRRRA, American Railway Engineering and Maintenance-of-Way Association (AREMA), CPUC General Orders, and Federal Railroad Administration track and signal requirements, including but not limited to, 49CFR Parts 213, 236 and 237 requirements. Trackwork inspectors shall coordinate all field rail welding testing.

C.2.7 Quality Assurance/Quality Control (QA/QC) Requirements

- a. The CMC will submit to SANBAG for approval a QA/QC Plan within 45 calendar days after NTP. The CMC’s QA/QC Plan shall identify the individual(s) responsible for QA/QC activities for this contract. The representative shall be responsible for monitoring all construction quality activities for the PROJECT and have the authority to act in all issues relating to quality. The representative shall be fully qualified by certification and/or experience and technical training to perform the necessary quality review and monitoring activities and fully implement the QA/QC Plan. The CMC’s QA/QC Plan shall be developed in accordance with “FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines” and shall be consistent with SANBAG’s Program Management Plan (PMP) and Quality Assurance Program.
- b. Review and recommend acceptance of construction contractors’ QA/QC plan. Audit the contractor’s compliance with the accepted QA/QC Plan.
- c. The QA section of the CMC’s program will identify all planned and systematic actions necessary so that the scopes of work requirements are met to determine quality throughout all phases of construction. The QA Plan shall identify actions confirming that equipment and staffing are capable of performing tasks related to the Contract, and documenting the quality efforts.
- d. The QC section of the CMC’s program shall identify the operational techniques and activities, inspections, tests, documentation and other processes that will be used to fulfill requirements specified in the QA section. Provide Resident Engineers, QC inspection, and materials compliance with QA/QC plan and specifications.

C.2.8 Project Liaison and Coordination

The CMC will support SANBAG staff in coordinating program activities and maintaining good working relationships with the following:

- a. The general public
- b. FTA
- c. FRA
- d. Caltrans
- e. Other state agencies
- f. CPUC
- g. Policy Advisory Boards
- h. Cities and special districts along the RPRP route
- i. University of Redlands
- j. Esri
- k. Utility companies
- l. Private companies and entities that might be affected by RPRP construction or implementation
- m. Maintenance facility design, construction and CM contractors
- n. Passenger vehicle vendor

C.2.9 Environmental Mitigation Compliance Inspection and Reporting

- a. Follow construction environmental control plan requirements, determine contractor general compliance with environmental permits such as discharge permits and erosion and sedimentation control requirements, mitigations, monitoring and sound management practices. Provide other environmental compliance support services requested by SANBAG
- b. The MDC will be responsible for Environmental Mitigation Compliance per the previously prepared and submitted Mitigation Monitoring and Reporting Program. The MDC shall have available on an on-call basis, all resources necessary including but not limited to environmentalist, biologist, archaeologist, paleontologist, arborists, and others to provide prompt attention to mitigating matters as they develop.
- c. MDC shall provide Worker Environmental Awareness Program (WEAP) training information to all field personnel as part of their ongoing field responsibilities. For construction workers (or visitors) new to the RPRP, the MDC will provide video and/or other materials to introduce construction personnel (or visitors) to the environmental issues on the RPRP and to establish the environmental ground rules for working on the RPRP.
- d. MDC shall also conduct tailgate briefings on select environmental topics, prior to construction in sensitive areas or in response to ongoing compliance issues. These tailgate briefings should generally be held in coordination with construction tailgate briefings and should simply serve as reminders of key environmental concerns or requirements

The CMC will coordinate and monitor the need for tailgate briefings based on the construction schedule. The CMC will schedule the briefings between the Contractor and the MDC. Additionally, the CMC will notify SANBAG of the need for a briefing and include SANBAG in the briefing.

C.2.10 Prevailing Wage Monitoring

- a. All contracts are subject to Federal and State prevailing wage laws. The CMC shall be responsible for the day-to-day facilitation of all Prevailing wage requirements on all construction contracts for the RPRP.
- b. The CMC shall have procedures and processes to verify that the weekly certified payrolls are received for all covered construction workers, including all prime and sub-contractors.
- c. The CMC shall notify SANBAG of any irregularities in the construction contractors' adherence to prevailing wage requirements. In the event of contractor noncompliance with payroll submittal and any other prevailing wage requirements, the CMC shall prepare written notifications to the Prime Contractors itemizing any deficiencies, defining the remedies and noticing of applicable progress payment withholdings and penalties associated with the noncompliance.

C.2.11 System Safety and Security Certification

- a) Develop Construction (Contract Specification) Conformance Checklists - Prepare Checklists applicable to RPRP scope.
- b) Verify Construction (Contract Specification) Conformance Checklists - Coordinate and facilitate verification, audits and certification of completed checklists, including presentation at SSCRT meetings for final acceptance. Create and maintain verification document file.
- c) Preliminary Hazard Analysis (PHA) Report – Verify mitigations in construction and testing.
- d) Threat and Vulnerability Analysis (TVA) Report – Verify mitigations in construction and testing.
- e) Operating Hazard Analysis (OHA) – Verify mitigations in construction and testing.
- f) Verification Checklist for Testing Activities - Develop checklist, and coordinate and facilitate verification, audits and certification of completed checklists.
- g) Safety and Security Certification Verification Report (SSCVR) - Develop and prepare draft, final draft and final report acceptable to SANBAG, SCRRA, Omnitrans, FTA and FRA.
- h) Safety and Security Certification Review Team (SSCRT) Support - Provide key technical lead for the contractor team at the SSCRT meetings, prepare minutes, prepare, organize and present materials for 36 meetings, including informal pre-meetings.
- i) Fire/Life Safety Committee Support - Schedule meetings, prepare draft and final meeting minutes and facilitate resolution of F/LS issues for 8 meetings, including informal pre-meetings.
- j) Emergency Preparedness Exercises – Facilitate and coordinate the required emergency response agency training and preparedness exercises.

C.2.12 Signal System, Communications and System Startup

CM will provide inspection, and full system support items requiring start-up, including railroad signal elements. Services will include reviewing submittals for signal equipment and systems, monitoring the contractor's signal equipment and systems, and monitoring the contractor's signal record drawings. Duties will include:

- a. Review of site-specific work plans involving system modifications and cutovers
- b. Conduct inspection of control houses and signal equipment at fabrication plants

- c. Inspection and support for signal system installations and commissioning
- d. Implement the system startup plan in collaboration SANBAG, MDC, Contractor, PMC and operator.
- e. Inspect communications equipment, to include wayside ATCS radios & MCM, PTC 220 Wayside Radio, PTC WMS

C.3.13 Document Control System (DCS)

The Document Control System (DCS) will be administered primarily by the CM's document control staff located at the PROJECT site office, and will also be supported by the Authority from its main office. These responsibilities are described later in these procedures. The paper PROJECT files and Document Control Library (DCL) will be located at the PROJECT site office. This system is intended to allow for the easy recording and retrieval of all PROJECT documents by PROJECT staff. The system will follow the Local Assistance Procedure Manual for construction uniform filing system in compliance with federally funded projects and include the following:

- Document Control System
 - Software – Prolog Database
 - Paper Documents
 - Controlling Documents
 - Backup Procedures
- Responsibilities
- File Naming Protocols
- File Breakdown System
- Incoming/Outgoing Documents
- Submittals
- Reporting Logs

C.3 – Phase 3 – Post-Construction Services

Contract Closeout:

The CMC shall:

1. Perform final inspection and testing.
2. Prepare comprehensive punch list, resolve outstanding issues, address changes and deficiencies and monitor corrections to completion. Punch list to include picture of each punch list item; note of what needs to be corrected as part of information provided to contractor.
3. Coordinate and schedule final inspections.
4. Balance Change Orders and prepare proposed final estimate. Review and process final payment request.
5. Receive, review, approve, and transmit O&M Manuals from contractor to SANBAG.
6. Produce and issue relief of maintenance and responsibility letter to contractor when authorized.
7. Receive, review, correct, and transmit As-Built Drawings from contractor to SANBAG.
8. Coordinate completion of final reproducible record set of drawings.

9. Receive, review and transmit Warranty/Guarantee documents from contractor to SANBAG.
10. Request final acceptance from SCRRA, BNSF, Cities of San Bernardino and Redlands, Esri, University of Redlands, OmniTrans, utility companies, and any other relevant RPRP stakeholders.
11. Produce and issue Final Acceptance to contractor when authorized by SANBAG.
12. Continue claims support in the event that issues are not resolved prior to construction completion.
13. Assess liquidated damages in the event that the contractor exceeds his allowable number of working days.
14. Expedite closeout process and prepare final closeout report.
15. As-Built Drawings: Determine that construction contractor maintains as-builts and coordinate with MDC. Document and track all design changes. Review final as-built drawings prepared by MDC to determine all changes have been incorporated. Verify that all work was completed in general conformance with the plans and specifications and provide a letter to SANBAG to this effect.

Warranties: CMC shall monitor and track warranties.

D. DELIVERABLES

CMC shall provide the following:

1. Inspector daily reports, extra work daily diaries and Resident Engineers' daily diaries.
2. Monthly PROJECT Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction PROJECT.
5. All PROJECT files, PROJECT reports, correspondence, memoranda, shop drawings, PROJECT logs, PROJECT photo and logs, change order data, claims and claim reports, and Contractor payment records.
6. Certified payrolls and fringe benefit statements for all employees, CMC and Contractor, who are subject to the State and/or Federal prevailing wage rates.
7. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity

of the tester where appropriate. A notebook containing all test results and reports will be maintained by CMC throughout the duration of the RPRP and delivered to SANBAG with the PROJECT files.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CMC

1. CMC shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items shall be considered part of the CMCs overhead.
2. CMC personnel shall be provided with vehicles suitable for the location and nature of the work involved as other direct cost.
3. CMC personnel shall be provided with a mobile radio, cellular phone, or other means for full-time communication.
4. CMC personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
5. For Materials Testing, CMC and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the RPRP will be required. The type and location of the lab should be such that it can meet the needs of the PROJECT in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating rail, highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
 - d. Provide construction field office as an ODC. The field office will include 4 offices, 1 meeting room of sufficient size to hold weekly contractors meeting and provide sufficient space for the construction management inspection and administrative staff. Field Office will include all furniture, equipment and utilities required to support PROJECT.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all RPRP construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SANBAG will provide copies of all previously secured permits and PROJECT authorizations.

G. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CMC's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CMC services will not be provided unless authorized by the SANBAG Project Manager. Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

H. LIMITATIONS TO AUTHORITY

CMC does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors, or any other third party
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs including site safety
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the RPRP.
8. Offer or receive incentives, inducements; or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this PROJECT.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the RPRP, SANBAG has worked closely with various professional CMCs, agencies, and others in the preparation of the construction documents and other PROJECT related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the RPRP. CMC shall take direction only from SANBAG and shall regularly inform only SANBAG of PROJECT progress, outstanding issues, and all PROJECT related matters. During the course of the RPRP, CMC may find occasion to meet with Stakeholders, City or County representatives, the design engineer, CMCs, or other third parties who have assisted with the RPRP. These entities may, from time to time, offer suggestions and/or recommendations regarding the RPRP or elements of the RPRP. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CMC shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or CMCs related to the RPRP shall be directed only to SANBAG. Distribution of RPRP related communication and information shall be at the sole discretion of SANBAG representatives.

J. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CMC will conform to the safety provisions of the SCRRRA Manuals, Rules, and Requirements.
2. CMC's field personnel will wear hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes (with steel toes within the railroad right of way) at all times while working in the field.
3. CMC will provide appropriate safety training for all CMC's personnel, including work on and near highways and railroad right-of-way.
4. All safety equipment will be provided by CMC.

Minute Action

AGENDA ITEM: 6

Date: August 11, 2016

Subject:

San Bernardino Municipal Water District Purchase Order for Downtown San Bernardino Passenger Rail Project

Recommendation:

That the Transit Committee recommend the Board, approve an increase to Purchase Order No. 4001433 with the City of San Bernardino Municipal Water District for additional work required to accommodate the Downtown San Bernardino Passengers Rail Project, increasing the purchase order by \$75,000 for a new total of \$150,000.

Background:

The Downtown San Bernardino Passenger Rail Project (DSBPRP) is an extension of Metrolink commuter rail passenger service. The extension is approximately one mile east from its current terminus at the existing Santa Fe Depot to new Metrolink commuter rail platforms at the proposed San Bernardino Transit Center (SBTC), near the intersection of Rialto Avenue and E Street in the City of San Bernardino.

The construction activities involve work on the City of San Bernardino Municipal Water District (SBMWD) owned facilities. A purchase order increase is needed in order to cover costs associated with SBMWD staff completing various items of work including, but not limited to, removal and installation of fire hydrants, installation of fire service connections, cut/cap existing water line facilities, removal and installation of water valves and acquisition of service fees.

The SANBAG Procurement Policy 11000 allows delegation of authority to the Executive Director, or designee, for purchase orders up to \$100,000; including purchase orders that fall under sole source procurements such as this one. The original purchase order amount was \$49,000 and was previously increased to \$75,000 per Policy 11000. The remaining work associated with the SBMWD owned facilities was originally estimated to be less than \$100,000. Staff has identified additional work required by the SBMWD requiring an additional increase to the existing purchase order for a new total of \$150,000.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Entity: CTA, CTC

This page was intentionally left blank.

Approved
Transit Committee
Date: August 11, 2016
Witnessed By:

Minute Action

AGENDA ITEM: 7

Date: August 11, 2016

Subject:

Allocation for Zanja Bridge

Recommendation:

That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority, allocate \$94,000 of Rail Asset Funds for the removal of the Zanja Bridge.

Background:

The Zanja Bridge is a non-functioning timber railroad bridge, with a span of approximately 30 feet, partially crossing Zanja Creek located on the SANBAG railroad right-of-way near the intersection of Lincoln Street and Sylvan Boulevard in the City of Redlands. Zanja Creek is designated as a historical resource and the bridge has historical potential because it crosses the creek. The recently completed Orange Blossom Trail multi-use path is located within the same right-of-way on either end of the bridge. Rather than utilize the bridge to cross Zanja Creek, the trail currently detours along Sylvan Blvd and North Lincoln Street and then re-joins the existing right-of-way after crossing the creek. At the March 2016 Transit Committee, SANBAG staff presented options for removal and retrofit of the timber bridge which are described below:

Retrofit the Bridge for use as part of the Orange Blossom Trail - Remove the existing bridge deck, rehabilitate the timber piles, caps, and abutments, and install a new timber deck suitable for a multi-use trail. Upon completion, staff would recommend the City be responsible for maintenance through an amendment to their existing license agreement for the Orange Blossom Trail (OBT). The estimated cost for this option was \$223,150 and it was estimated to take approximately 14 months to complete.

Removal of Existing Bridge – Remove all components of the existing bridge and contour creek banks after removal. The estimated cost for this option was \$55,000 which includes costs to obtain environmental approval and actual removal of the bridge. It is estimated this would take approximately 9 months to complete.

The Committee expressed concerns regarding the cost and whether or not retrofit of the bridge was an appropriate expenditure for SANBAG. The Committee requested further analysis of the costs and renderings of what the retrofitted structure might look like. The Committee also requested that the City be asked to contribute to the cost of retrofitting the structure. Early conversations with the City staff indicated they were agreeable to recommending the City contribute to the project.

The additional analysis has been completed and indicated the existing bridge was in poor structural condition with many bridge components rotted and unsalvageable. Because of the risks associated with retrofitting a deteriorating structure, a third option was added to replace the

Entity: CTA, CTC

Transit Committee Agenda Item

August 11, 2016

Page 2

bridge with a new similar timber structure. Because Zanja Creek is designated as historical, and all of the options will require work within the channel, a similar environmental permitting effort is anticipated for each option. Further, the cost to obtain environmental approval for any of the options was deemed higher than originally estimated. Based on the additional analysis, retrofit of the existing structure is estimated at \$240,000, replacement of the structure is estimated at \$250,000 but has a lower level of risk associated with it, and removal of the bridge is estimated at \$94,000.

Upon completion of the analysis, SANBAG staff shared the updated cost estimates for both removal and replacement of the structure with City staff. SANBAG staff proposed a cost sharing approach of SANBAG funding the actual cost of the environmental efforts, estimated at \$45,000, since those would be incurred if the structure was removed, and that SANBAG would make a flat contribution of \$49,000, towards the remaining cost based on the total estimated cost for removal of the structure of \$94,000. Based on this approach the City's cost for replacement of the structure is estimated at \$156,000. The City indicated that they are unable to fund their estimated share of \$156,000 at this time.

Based on the discussion that occurred at the March 2016 Transit Committee and that the City is unable to fund the additional cost associated with replacement of the structure, it is recommended that SANBAG proceed with the removal of the existing bridge and not replacement. The initial step will be to initiate the environmental approval process including working with the State Historical Preservation Office. It is anticipated that the contract to remove the structure will be awarded in summer 2017.

Financial Impact:

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

Reviewed By:

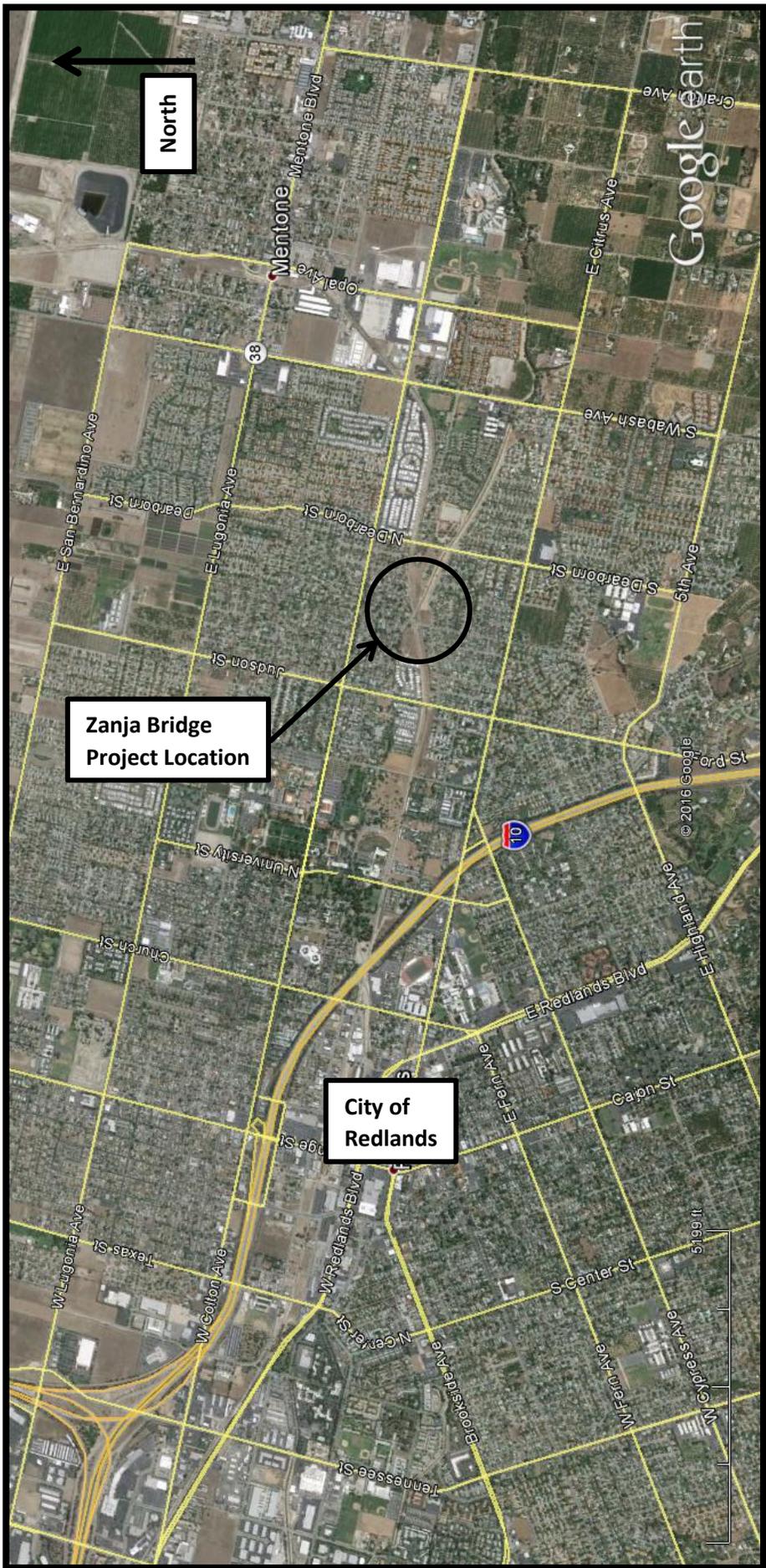
This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

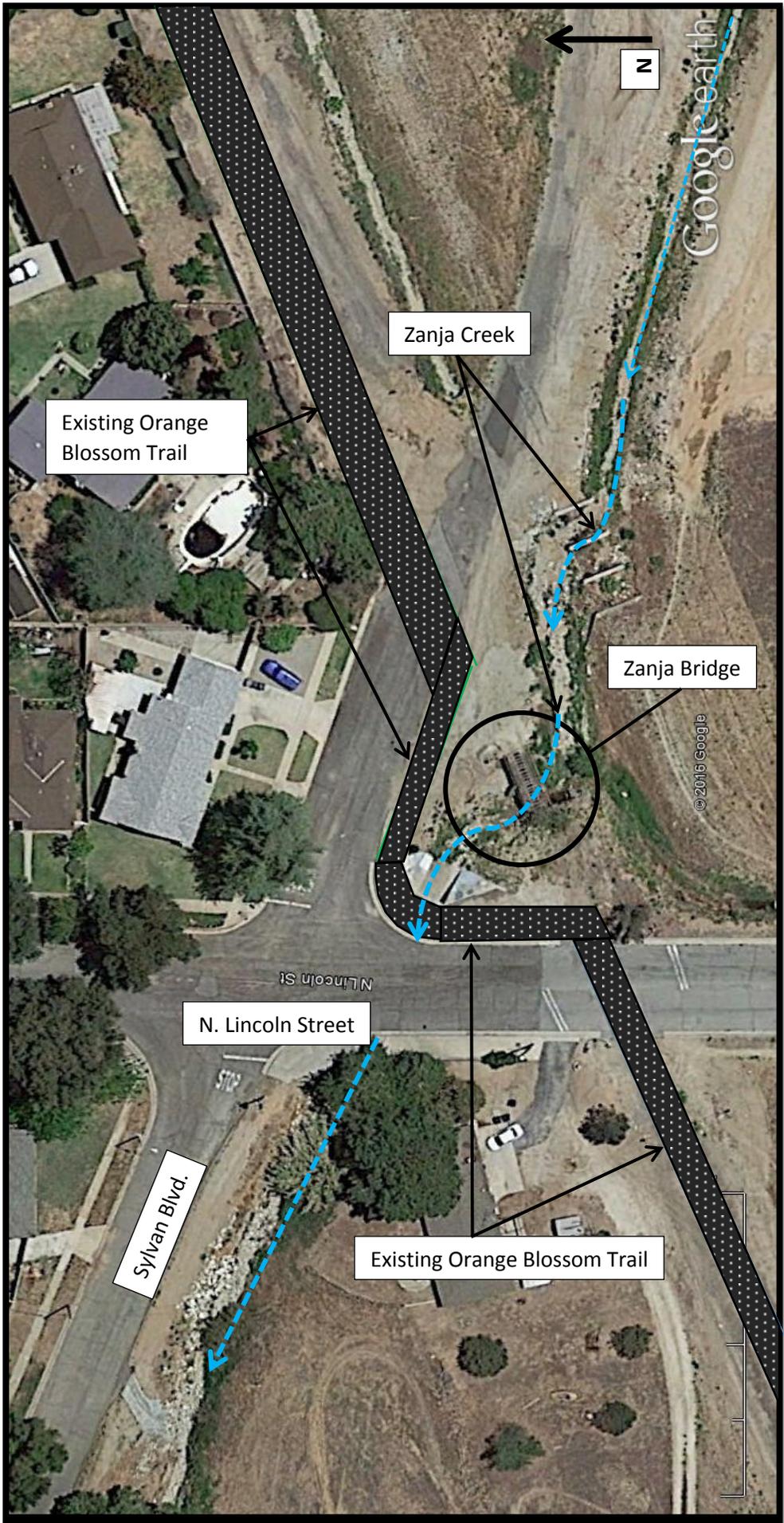
Carrie Schindler, Director of Transit and Rail

Approved
Transit Committee
Date: August 11, 2016

Witnessed By:



Attachment: Exhibit Zanja Bridge Revised 25July2016 (2671 : Allocation for Zanja Bridge)



Attachment: Exhibit Zanja Bridge Revised 25 July 2016 (2671 : Allocation for Zanja Bridge)



Attachment: Exhibit Zanja Bridge Revised 25 July 2016 (2671 : Allocation for Zanja Bridge)



Attachment: IMG_20160321_160955910_02 (2671 : Allocation for Zanja Bridge)

Minute Action

AGENDA ITEM: 8

Date: August 11, 2016

Subject:

Value Capture - Redlands Passenger Rail Corridor

Recommendation:

That the Transit Committee review and provide direction on whether or not to analyze the potential for Value Capture along the Redlands Passenger Rail Corridor through Tax Increment Financing and Community Facilities Districts.

Background:

Across the nation, it has been demonstrated that there are significant benefits from new transit corridors. Land values increase, transit oriented development (TOD) opportunities bring new developers to areas where there has been limited new development, premium rents are realized on commercial uses and managed growth policies can be advanced. If done well, the development around the stations begin to provide the live, work, play lifestyles that are sought by an ever-greater percentage of the population.

Transit agencies are beginning to recognize the value of addressing construction costs and operations and maintenance on a corridor wide basis from non-traditional sources. While working with Counties and Cities within the corridor, discussions are taking place on how tax revenues and/or assessment revenues can support the project. The discussions also include major developers and landowners who will clearly benefit from the new transit corridor. The concepts of value capture, primarily tax increment financing (TIF) and assessment districts, are not new to the taxing entities. The County of San Bernardino, and the Cities of San Bernardino and Redlands each created Redevelopment Project Areas and for many years utilized the tax increment to support a wide variety of projects. When the state abolished redevelopment agencies, the entities lost their ability to generate TIF revenues. In response to that impediment, a process was developed for taxing entities to commit incremental property tax revenues to transit projects in California. Through the creation of a Joint Powers Authority (JPA) among the taxing entities along the corridor, the County and Cities can voluntarily agree to allocate all or a portion of the new property taxes generated along the corridor and particularly at the transit stops to the JPA to support costs associated with a new commuter line. In addition to utilizing TIF revenues to support high priority projects, the same entities can create Community Facilities Districts (CFDs) to finance needed infrastructure within their jurisdictions, for example, additional stations. A corridor wide CFD can be an effective tool to support the commuter line, particularly regarding operations and maintenance (O&M). Examples of other locations that are exploring these approaches to support transit include: the Seattle and Portland streetcars, the Atlanta BeltLine, the Tri-Rail Coastal Link and the Nashville West End project.

Entity: JPA

There is a key difference between the allocation of incremental taxes and the revenues from the CFD. The sharing of incremental taxes is a political decision by the taxing entities and is done by City Council and Board of Supervisors actions. For the CFD, the decision is among the property owners, who must petition the appropriate City or County to create the CFD and for the property owners to agree to the lien on their properties and the annual assessment.

The Atlanta BeltLine established a tax increment financing (TIF) district five years ago and has been using the revenues to support the acquisition of property, engineering, environmental clearances and financial planning for the streetcar project. The Potomac Yard project in Alexandria, VA, established a two-tiered assessment district with the assessment level higher for the properties adjacent to the station and a lower assessment level for properties somewhat removed from the station.

Should the SANBAG Board wish to analyze the possibility of either a TIF and/or CFD, it would be done in two phases. The focus of the initial phase, Phase 1, is to establish the policies to be addressed, the approach to securing agreement with the taxing entities, the potential revenues that could be generated from each of the funding programs, the presentation of case studies where the approaches outlined in this proposal have been or are being used and a recommended program for implementation. Based on the information developed in Phase 1, the SANBAG Board would determine if and when to move forward with Phase 2, the implementation phase.

Phase 1

1. Establish the policy framework for the program including:
 - a. The role of the transit agency.
 - b. The program objectives and funding needs.
 - c. The legal structure for implementation.
 - d. Funding options with implementation strategies.
2. Establish the potential boundaries for the tax sharing/assessment district.
 - a. Create a geographic information systems (GIS) corridor map.
 - b. Recommend boundary radii along the corridor and at the stations.
 - c. Evaluate special circumstances for variations to the radii.
 - d. Evaluate from national source materials and local conditions for potential new development for each station.
 - e. Analyze each funding option given the development potential.
 - f. Recommend potential tax sharing formulas and assessment rates.
 - g. Project the incremental property taxes and assessment district revenues from within the corridor boundaries.
3. Prepare a report on the project benefits.
 - a. Provide case studies and background on the experience of the County and Cities with the recommended programs.
 - b. Summarize the new development conclusions for the corridor.
 - c. Provide a summary of the tax sharing and assessment revenues by City.
 - d. Compare the revenues generated against the operations and maintenance costs for the corridor.
 - e. Present the findings to the SANBAG Board of Directors.

Phase 2

4. Select the preferred option to be implemented.
 - a. Develop the presentation materials to the SANBAG Board.
 - b. Coordinate with SANBAG senior management on the presentation approach.
 - c. Present to the SANBAG Board for adoption of the preferred option.
5. Develop the outreach plan for the taxing entities.
 - a. Prepare a report on the benefits to the County and each City.
 - b. Determine the appropriate levels within local government to begin the discussions.
 - c. Establish a team to make the presentations.
 - d. Implement the outreach to the taxing entities.
 - e. Reach an agreement on the use of a Joint Powers Authority (JPA) among the taxing entities.
 - f. Determine the percentage of incremental property taxes to be committed to transit.
 - g. Create a Task Force to direct the project – transit agency, County and Cities.
6. Develop the outreach plan for the private sector.
 - a. Prepare a report on the benefits to the private sector.
 - b. Utilize information from the cities to identify the key private sector stakeholders.
 - c. Establish a team to make the presentations.
 - d. Implement the outreach to the private stakeholders.
7. Incremental Property Taxes
 - a. Meet with developers and landowners on development plans.
 - b. Create a spreadsheet with units, square feet (SF), cost per unit/SF and values.
 - c. Establish the values based on start dates and absorption rates for each development.
 - d. Work with the Cities to establish projections where no developer or landowners plans exist.
 - e. Make adjustments to the initial new property tax revenues projections from Phase 1 and apply the percentage to be shared for transit.
8. Community Facilities District (CFD)
 - a. Use assessor's district files to establish current assessed values.
 - b. Recommend an assessment rate (special tax) level.
 - c. Project the assessment revenues based on the current values.
 - d. Project the additional assessment revenues based on the new development projections.
9. Finance Plan
 - a. Prepare a Finance and Implementation Plan to guide the implementation.
 - b. Secure approval by the Task Force.
 - c. Provide for public input during a comment period on the Finance and Implementation Plan.
 - d. Secure adoption of the Finance and Implementation Plan by the JPA members.

Table 1 - Schedule

		Months											
Task		1	2	3	4	5	6	7	8	9	10	11	12
Phase 1	1. Policy Framework	■											
	2. Potential Boundaries	■	■										
	3. Project Benefits Report		■	■									
Phase 2	4. Preferred Option				■	■							
	5. Outreach Plan (Taxing Entities)						■	■					
	6. Outreach Plan (Private Sector)						■	■					
	7. Incremental Property Taxes								■	■	■		
	8. Community Facilities District								■	■	■		
	9. Finance Plan											■	■

Staff is requesting direction from the Transit Committee on whether or not proceeding with the Phase 1 analysis is something they would want to recommend to the SANBAG Board. The estimated cost to complete Phase 1 is \$85,000 and these services are available through our on-call contract.

Financial Impact:

Should the Transit Committee recommend proceeding with the Phase 1 analysis, a budget amendment will be requested as part of the action item presented to the Board.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
 Transit Committee
 Date: August 11, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: August 11, 2016

Subject:

Fontana Grade Crossing Pedestrian Improvement Project

Recommendation:

That the Transit Committee recommend the Board, acting in its capacity as 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.
- D. Authorize staff to proceed directly to the Board without prior Transit Committee review for the award of Construction Contract No. 17-1001573.

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 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 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

Entity: CTA

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 \$1,180,501 and \$1,629,918 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 and construction 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 is aware 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. In addition, 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. The non-railroad related construction work will be bid out separately by SANBAG.

The Project is currently 90% designed and on target to be finalized by the end of August 2017. Staff recommends that the Transit Committee recommend the Board approve the final Plan, Specification, & Estimate package for the Project in September, and that the Board authorize the Director of Transit 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 is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft Cooperative Agreement.

Responsible Staff:

Nessa Williams, Management Analyst I

This page was intentionally left blank.

Approved
Transit Committee
Date: August 11, 2016
Witnessed By:

Attachment A
Fontana Grade Crossing Pedestrian Improvements
Project Total Costs (90% Estimate)

<u>DESIGN/PS&E</u>	<u>Juniper Avenue</u>	<u>Sierra Avenue</u>	<u>TOTAL</u>
SANBAG PM/Administration and PS&E	\$ 290,738	\$ 290,738	\$ 581,476
TOTAL FOR CIVIL WORK	\$ 290,738	\$ 290,738	\$ 581,476

<u>CIVIL WORK</u>	<u>Juniper Avenue</u>	<u>Sierra Avenue</u>	<u>TOTAL</u>
General Requirements	\$ 104,500	\$ 67,000.00	\$ 171,500
General Req., Civil Improvements and Signing/Striping	\$ 254,456	\$ 136,680	\$ 391,136
15% Contingency (Excluding General Requirements)	\$ 38,168	\$ 20,502	\$ 58,670
TOTAL FOR CIVIL WORK	\$ 397,124	\$ 224,182	\$ 621,306

<u>CONSTRUCTION COSTS</u>	<u>Juniper Avenue</u>	<u>Sierra Avenue</u>	<u>TOTAL</u>
Items Provided by SCRRRA			
New Concrete Crossing Panels for Pedestrian Improvements*	\$ 65,000	\$ 55,000	\$ 120,000
15% Contingency	\$ 9,750	\$ 8,250	\$ 18,000
Signals, Gates, and Electrical	\$ 605,761	\$ 400,949	\$ 1,006,710
15% Contingency	\$ 90,864	\$ 60,142	\$ 151,007
Project Oversight (Operating Train Control, PTC, Signals, Communications Systems, Flagging, Safety Training, and Coordination)	\$ 75,000	\$ 75,000	\$ 150,000
Construction Management Services for Civil Work (CM, Inspection, Materials Testing, and Survey)	\$ 95,680	\$ 66,240	\$ 161,920
TOTAL SCRRRA PROVIDED CONSTRUCTION COSTS	\$ 942,055	\$ 665,581	\$ 1,607,637
TOTAL SANBAG REIMBURSEMENT TO SCRRRA			\$ 1,607,637

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

TOTAL PROJECT COSTS	\$ 1,629,918	\$ 1,180,501
Amount in excess of \$1 million to be reimbursed by Fontana	\$ 629,918	\$ 180,501

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: 09/07/2016 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	\$ 1,417,510.00	Original Contingency	\$ 190,127.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,417,510.00	TOTAL CONTINGENCY VALUE	\$ 190,127.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,607,637.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: _____
 Board of Directors Action: 07-Sep-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 [Revision 1] (2033 : Fontana Grade Crossings Ped Improvement Project)

DRAFT

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

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

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 for the benefit of that Member Agency; and

WHEREAS, SANBAG owns the San Gabriel Subdivision railroad right-of-way ("ROW") within the City of Fontana; 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 will construct pedestrian improvements at the two existing at-grade crossings at Sierra Avenue and Juniper Avenue ("PROJECT"); These improvements are hereinafter referred to individually as a "PROJECT" and collectively as the "PROJECTS"; and

WHEREAS, SCRRA desires to replace the existing worn concrete crossing panels at both crossings. SANBAG intends to add additional crossing panels for the pedestrian crossings at both crossings. Combining this work effort could result in cost and time savings; and

WHEREAS, SANBAG and SCRRA recognize that coordination of the PROJECT with SCRRA is mutually beneficial to both SANBAG and SCRRA, and both parties desire to minimize cost and schedule disruptions associated with the procurement and installation of the required materials to support the PROJECT; and

WHEREAS, SANBAG, in carrying out its responsibilities for the PROJECTS, 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;

WHEREAS, the City of Fontana is the Project owner, SANBAG is the owner of the railroad right-of-way, and SCRRA is the operator and maintainer of the railroad; and

WHEREAS, the City of Fontana is responsible to reimburse SANBAG for any costs to complete improvements at the Sierra Avenue portion of the Project that exceed \$1 million

and for any costs to complete improvements at the Juniper Avenue portion of the Project that exceed \$1 million;

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

ARTICLE 1. DEFINITIONS

- 1.1 "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA operated track(s), including the BNSF Railway Company (BNSF).
- 1.2 "Support Activities" means the railroad related engineering, design, and other services provided by SCRRA necessary to advance the PROJECTS desired by SANBAG.

ARTICLE 2. SCOPE OF WORK

- 2.1 SCRRA shall 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. These costs will be paid by SANBAG.
- 2.2 SANBAG shall construct the civil work at each crossing, including AC pavement, sidewalk, curb and gutter, pedestrian swing gate assemblies, railings, tactile warning surface, signing, striping, and other items, per the plan set. These costs will be paid by SANBAG. A complete plan set of the 90% design, prepared by Jacobs, is attached in Exhibit A.
- 2.3 SCRRA shall 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. These costs will be paid by SCRRA.
- 2.4 SCRRA shall add additional concrete panels for 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. These costs will be paid by SANBAG.
- 2.5 SCRRA shall procure, relocate, install, and test the flashing light signals with automatic gates, pedestrian gates with stub mast, and signal equipment required for the PROJECTS per the plan set in Exhibit A. These costs will be paid by SANBAG. A contingency amount will be included.
- 2.6 SCRRA shall provide Construction Management (CM) services for the PROJECTS, including the civil work. Construction Management services shall include inspection, materials testing, and construction survey services. The CM civil costs will be paid by SANBAG. SCRRA will be responsible for the CM costs for rehabilitation of the existing grade crossings.

ARTICLE 3. RESPONSIBILITIESThe 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.

SCRRA AGREES:

- 3.1 SCRRA will procure, install, and test the flashing light signals with automatic gates, pedestrian gates with stub mast, and signal equipment required for the PROJECTS.
- 3.2 The crossing panel work will be performed by SCRRA. SCRRA will be responsible for the cost of rehabilitating the existing crossing panels, including new crossing panels, sub-ballast, ballast, asphalt concrete, new ties, drain pipe, and rail resurfacing. These costs are included in Exhibit B.
- 3.3 Completion of the Project in an expeditious manner is important for pedestrian safety. SCRRA will use best efforts to meet the dates for procuring materials and completing the Project per the Schedule in Exhibit D.
- 3.4 SCRRA has previously agreed that cables can be added in order to relocate existing signal and gate equipment to meet current SCRRA standards if a pull box is used at the splice locations.
- 3.5 SCRRA will provide railroad flagging, surveying, inspections, and safety training.
- 3.6 SCRRA will provide railroad coordination, establishing work window and outages, and the coordination with other operating railroads.
- 3.7 SCRRA shall obtain SANBAG's prior written approval before doing any work or incurring any costs that would exceed the Cost Estimate, including any such work or costs that would require use of any of the contingency funding allocation. Any work or costs in excess of the Cost Estimate not approved by SANBAG, in writing in advance, shall be at SCRRA's risk and may not be paid or reimbursed, as SANBAG may determine in its sole discretion.

SANBAG AGREES:

- 3.7 SANBAG will reimburse SCRRA for the costs to procure, install, and test the gates and signal equipment. This amount will include a contingency and may be amended with a written agreement by both Parties. The cost estimate for this work is included in Exhibit B.
- 3.8 SANBAG will reimburse SCRRA for installation of new crossing panels for the pedestrian crossings, including sub-ballast, ballast, asphalt concrete, new ties, drain pipe, and rail resurfacing.

- 3.9 The amount SANBAG will reimburse SCRRA for all work is attached in Exhibit C.
- 3.10 SANBAG shall advance a deposit to SCRRA, not to exceed ten (10) percent of the cost estimate, to cover initiation of the work and to procure materials.
- 3.11 SANBAG shall review any Project cost changes proposed by SCRRA within ten (10) business days and provide SCRRA with written approval, comments, and/or objections.
- 3.12 Final payment to SCRRA shall be based on the actual costs for all work performed pursuant to the Agreement.
- 3.13 SANBAG and its consultants shall comply with all adopted, published SCRRA standards, recommended practices, operating rules, and safety requirements.

ARTICLE 4. DISPUTES

- 4.1 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:
 - 4.1.1 Representatives of the SCRRA and SANBAG shall meet and confer in good faith to resolve the dispute.
 - 4.1.2 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. The decisions of the governing bodies shall be final. The SCRRA and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.
- 4.2 The agreement, approval or consent of SCRRA and/or SANBAG, wherever required under this Cooperative 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.
- 4.3 Disputes must be resolved in accordance with the procedure set forth in the 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.

ARTICLE 5. INDEMNIFICATION

- 5.1 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.

- 5.2 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 6. TERMINATION

- 6.1 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.
- 6.2 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 7. OTHER PROVISIONS

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both Parties.

7.5 This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

ARTICLE 8. DELEGATED AUTHORITY

8.1 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.

8.2 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.

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

If to SANBAG:

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

If to SCRRA:

Art Leahy, Chief Executive Officer
One Gateway Plaza, 12th 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: _____
Art Leahy
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: _____

Date: _____

Date: _____

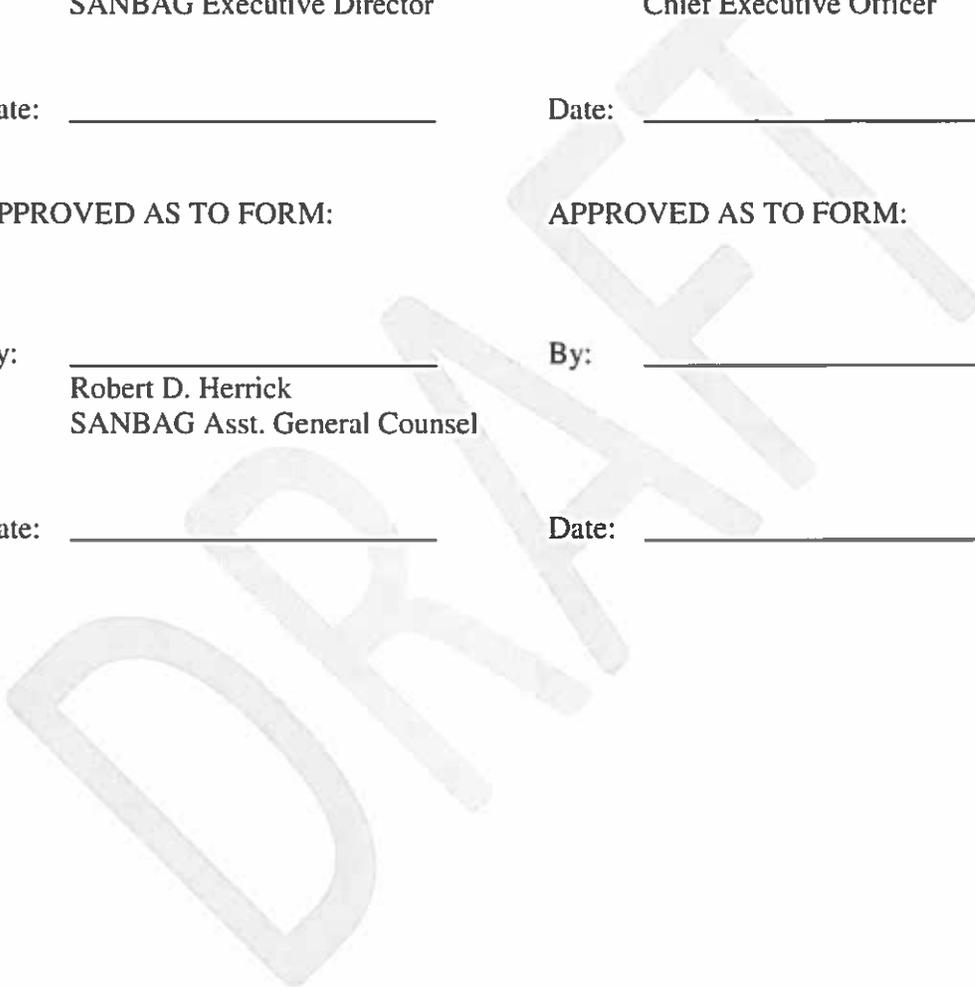


Exhibit A
90% Plans

DRAFT

Exhibit B
90% Engineer's Estimate

DRAFT

PEDESTRIAN IMPROVEMENTS

Cost Estimate

Project Name: Sierra Avenue Pedestrian Improvements

Design Level: 90% Submittal

Last Updated: 07/08/2016

ITEM NO.	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	SANBAG COST	SCRRR COST	NOTES
GENERAL REQUIREMENTS							
	Mobilization & Demobilization	LS	1	\$44,447.18	\$44,500.00		
	Traffic Control	LS	1	\$22,500.00	\$22,500.00		
GENERAL REQUIREMENTS SUBTOTAL					\$67,000.00		
CIVIL IMPROVEMENTS & SIGNING/STRIPING							
	Remove Asphalt Concrete Pavement	SF	3,100	\$3.00	\$9,300.00		
	Remove Tree	EA	2	\$500.00	\$1,000.00		
	Remove Existing Curb and Gutter	LF	18	\$11.00	\$198.00		
	Remove Existing Bollard	EA	1	\$150.00	\$150.00		
	Remove Decorative Fence and Foundation	LF	11	\$35.00	\$385.00		
	Remove AC Curb	LF	53	\$4.00	\$212.00		
	Remove Existing Pipe Gate	EA	2	\$250.00	\$500.00		
	Remove Existing Concrete	SF	340	\$5.00	\$1,700.00		
	Construct Concrete Sidewalk	SF	80	\$15.00	\$1,200.00		
	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	850	\$9.00	\$7,650.00		
	Construct Asphalt Concrete Pavement (variable end ramp)	SF	85	\$15.00	\$1,275.00		
	Construct P.C.C. sidewalk with #4 welded wire mesh	SF	1,915	\$15.00	\$28,725.00		
	Asphalt Concrete Grind and Overlay	SF	455	\$7.00	\$3,185.00		
	Construct 6" Curb and Gutter	LF	130	\$40.00	\$5,200.00		
	Sawcut	LF	350	\$6.00	\$2,100.00		
	Remove Concrete Curb	LF	20	\$10.00	\$200.00		
	Construct River Rock Median Infill	SF	105	\$30.00	\$3,150.00		
	Construct 6" Curb	LF	45	\$25.00	\$1,125.00		
	Install Metal Hand Railings	LF	40	\$45.00	\$1,800.00		
	Install self closing pedestrian swing gate assemblies	EA	4	\$4,750.00	\$19,000.00		
	4' High Mesh Fabric Chain Link Fence	LF	92	\$40.00	\$3,680.00		
	ADA Tactile Warning Surface	SF	100	\$70.00	\$7,000.00		
	Backfill with compacted native and grade to daylight	SF	450	\$5.00	\$2,250.00		
	Adjust Vault to grade	EA	1	\$1,200.00	\$1,200.00		
	Construct Portion of Concrete Cross Gutter, Match Ex. Section	SF	121	\$15.00	\$1,815.00		
	Construct Full Depth Concrete Drive, Match Ex. Section	SF	120	\$20.00	\$2,400.00		
	24" White STOP Bar	EA	2	\$300.00	\$600.00		
	Paint Curb Red	LF	200	\$3.00	\$600.00		
	Pedestrian Crossing Pavement Marking	EA	1	\$500.00	\$500.00		
	RR Crossing Pavement Marking	EA	2	\$500.00	\$1,000.00		
	D11-1 and W10-1 Signs	EA	6	\$500.00	\$3,000.00		
	Edge of Road Striping	LS	1	\$500.00	\$500.00		
	Double Yellow Median Striping	LS	1	\$2,000.00	\$2,000.00		
	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		
CIVIL IMPROVEMENTS & SIGNING/STRIPING SUBTOTAL					\$136,680.00		
SCRRR-PROVIDED TRACKWORK							
	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	
SCRRR-PROVIDED TRACKWORK SUBTOTAL					\$55,000.00	\$210,000.00	
SCRRR-PROVIDED SIGNALS, GATES, ELECTRICAL							
	SCRRR-Provided Signals, Gates, Electrical	LS	1	\$400,949.00	\$400,949.00		
SCRRR-PROVIDED SIGNALS, GATES, ELECTRICAL SUBTOTAL					\$400,949.00		
CONSTRUCTION SUBTOTAL					\$659,629.00	\$210,000.00	
Construction Contingencies (15%)-Excluding GR					\$88,894.35	\$31,500.00	
					\$748,523.35	\$241,500.00	

TOTAL CONSTRUCTION COST						\$990,023.35	
--------------------------------	--	--	--	--	--	---------------------	--

Cost estimate by J.L. Patterson & Associates and PB

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

SCRRR-PROVIDED OVERSIGHT							
	Operating Train Control, PTC, Signals, Communications Systems, Flagging, Safety Training, and Coordination	LS	1	\$75,000.00	\$75,000.00		
SCRRR-PROVIDED OVERSIGHT TOTAL					\$75,000.00		

SCRRR-PROVIDED CONSTRUCTION MANAGEMENT SERVICES							
	Construction Management, Inspection, and Materials Testing - Civil Work	LS	1	\$38,336.00	\$38,300.00		
	Construction Management, Inspection, and Materials Testing - Rehabilitation Work	LS	1	\$21,000.00		\$21,000.00	
	Survey	LS	1	\$19,300.00	\$19,300.00		
SCRRR-PROVIDED CONSTRUCTION MANAGEMENT SERVICES SUBTOTAL					\$57,600.00	\$21,000.00	
	CM Contingency (15%)				\$8,640.00	\$3,150.00	
SCRRR-PROVIDED CONSTRUCTION MANAGEMENT SERVICES TOTAL					\$66,240.00	\$24,150.00	

PEDESTRIAN IMPROVEMENTS **Cost Estimate**

Project Name: Juniper Avenue Pedestrian Improvements
 Design Level: 90% Submittal
 Last Updated: 07/08/2016

ITEM NO.	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	SANBAG COST	SCRRA COST	NOTES
GENERAL REQUIREMENTS							
	Mobilization & demobilization	LS	1	\$69,391.28	\$69,500.00		
	Traffic Control	LS	1	\$35,000.00	\$35,000.00		
GENERAL REQUIREMENTS SUBTOTAL					\$104,500.00		
CIVIL IMPROVEMENTS & SIGNING/STRIPING							
	Remove Asphalt Concrete Pavement	SF	1,860	\$3.00	\$5,580.00		
	Remove Decorative Fence and Foundation	LF	14	\$35.00	\$490.00		
	Construct P.C.C. Sidewalk with #4 welded wire mesh	SF	1,585	\$15.00	\$23,775.00		
	Construct Asphalt Concrete Pavement (Match Ex. Thickness, 4/6" AB/AC Min)	SF	800	\$8.00	\$6,400.00		
	Construct Asphalt Concrete Pavement (Full Depth, 8" min)	SF	1,000	\$10.00	\$10,000.00		
	Construct Asphalt Concrete Pavement (variable end ramps)	SF	85	\$15.00	\$1,275.00		
	Asphalt Concrete Grind and Overlay	SF	510	\$7.00	\$3,570.00		
	Construct 8" Curb and Gutter	LF	95	\$40.00	\$3,800.00		
	Remove Existing Concrete	SF	25	\$7.00	\$175.00		
	Remove Concrete Curb	LF	110	\$10.00	\$1,100.00		
	Remove Concrete Curb & Gutter	LF	111	\$11.00	\$1,221.00		
	Relocate SCRRA Pipe Gate and bollards	EA	1	\$800.00	\$800.00		
	Construct River Rock Median Infill	SF	260	\$30.00	\$7,800.00		
	Construct 8" Curb	LF	120	\$25.00	\$3,000.00		
	Sawcut	LF	320	\$6.00	\$1,920.00		
	Install Metal Hand Railings	LF	120	\$45.00	\$5,400.00		
	Install Self Closing Pedestrian Swing Gate Assemblies	EA	4	\$4,750.00	\$19,000.00		
	4' High Mesh Fabric Chain Link Fence	LF	120	\$50.00	\$6,000.00		
	ADA Tactile Warning Surface	SF	80	\$70.00	\$5,600.00		
	Backfill with compacted native and grade to daylight	SF	350	\$5.00	\$1,750.00		
	24" White STOP Bar	EA	2	\$300.00	\$600.00		
	Adjust Vault to grade	EA	1	\$1,200.00	\$1,200.00		
	Edge of Road Striping	LS	1	\$500.00	\$500.00		
	Double Yellow Median Striping	LS	1	\$2,500.00	\$2,500.00		
	Paint Curb Red	LF	200	\$3.00	\$600.00		
	Remove Conflicting Striping	LS	1	\$500.00	\$500.00		
	RR Crossing Pavement Marking	EA	2	\$500.00	\$1,000.00		
	Queue Cutter Signal	EA	1	\$139,900.00	\$139,900.00		
CIVIL IMPROVEMENTS & SIGNING/STRIPING SUBTOTAL					\$254,456.00		
SCRRA-PROVIDED TRACKWORK							
	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	
SCRRA-PROVIDED TRACKWORK SUBTOTAL					\$65,000.00	\$180,000.00	
SCRRA-PROVIDED SIGNALS, GATES, ELECTRICAL							
	SCRRA-Provided Signals, Gates, Electrical	LS	1	\$605,761.00	\$605,761.00		
SCRRA-PROVIDED SIGNALS, GATES, ELECTRICAL SUBTOTAL					\$605,761.00		
CONSTRUCTION SUBTOTAL					\$1,029,717	\$180,000	
Construction Contingencies (16%)-Excluding GR					\$138,783	\$27,000	
					\$1,168,499.55	\$207,000.00	

TOTAL CONSTRUCTION COST

\$1,375,499.55

Cost estimate by J.L. Patterson & Associates

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

SCRRA-PROVIDED OVERSIGHT							
	Operating Train Control, PTC, Signals, Communications Systems, Flagging, Safety Training, and Coordination	LS	1	\$75,000.00	\$75,000.00		
SCRRA-PROVIDED OVERSIGHT TOTAL					\$75,000.00		

SCRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES							
	Construction Management, Inspection, and Materials Testing - Civil Work	LS	1	\$63,891.20	\$63,900.00		
	Construction Management, Inspection, and Materials Testing - Rehabilitation Work	LS	1	\$18,000.00		\$18,000.00	
	Survey	LS	1	\$19,300.00	\$19,300.00		
SCRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES SUBTOTAL					\$83,200.00	\$18,000.00	
CM Contingency (15%)					\$12,480.00	\$2,700.00	
SCRRA-PROVIDED CONSTRUCTION MANAGEMENT SERVICES TOTAL					\$95,680.00	\$20,700.00	

Exhibit C
SANBAG Reimbursement to SCRRA

Items Provided by SCRRA	Juniper Avenue	Sierra Avenue	TOTAL
New Concrete Crossing Panels for Pedestrian Improvements*	\$ 65,000	\$ 55,000	\$ 120,000
15% Contingency	\$ 9,750	\$ 8,250	\$ 18,000
Signals, Gates, and Electrical	\$ 605,761	\$ 400,949	\$ 1,006,710
15% Contingency	\$ 90,864	\$ 60,142	\$ 151,007
Project Oversight (Operating Train Control, PTC, Signals, Communications Systems, Flagging, Safety Training, and Coordination)	\$ 75,000	\$ 75,000	\$ 150,000
Construction Management Services for Civil Work (CM, Inspection, Materials Testing, and Survey)	\$ 95,680	\$ 66,240	\$ 161,920
TOTAL SANBAG REIMBURSEMENT TO SCRRA			\$ 1,607,637

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

Exhibit D
Project Schedule

Milestone	Date
Completion of 100% PS&E	August 2016
Begin Bid Process	September 2016
Begin Construction	February 2017
Begin SCRRA Materials Procurement	
End Construction	August 2017

DRAFT

Minute Action

AGENDA ITEM: 10

Date: August 11, 2016

Subject:

Transportation Development Act Unmet Needs Hearings

Recommendation:

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

- A. Adopt definitions of “Unmet Transit Needs” and “Reasonable to Meet” as identified in Attachment A.
- B. Set times, dates and locations for Transportation Development Act Unmet Transit Needs Public Hearings.

Background:

Each year the San Bernardino County Transportation Commission is required by Public Utilities Code Sections 99238.5 and 99401.5 to hold public hearings for obtaining testimony regarding unmet transit needs that can be reasonably met and must adopt findings prior to making an allocation of Local Transportation Funds (LTF) for street purposes. The information obtained at these hearings will be used in the planning and budget development of the affected transit operators for the subsequent fiscal year, as recommend in the transit operators’ performance audit. Written comments will also be accepted until November 30, 2016.

The California Department of Transportation has suggested that the definitions of “Unmet Transit Needs” and “Reasonable to Meet” be reviewed and adopted on a periodic basis. On May 4, 2016, the Board approved the definitions contained in Attachment A. These definitions will be used to respond to the testimony received.

Two public hearings are proposed with the locations being the Morongo Basin and Victor Valley. The Boards of Morongo Basin Transit Authority (MBTA) and the Victor Valley Transit Authority (VVTA) will serve as the hearing boards at their respective locations. In accordance with the SANBAG Board action in June 1993, a public hearing will not be held in the Valley as all LTF revenues are committed to transit. The schedules for the proposed hearings are as follows:

Upper Desert Region

Monday, September 19, 2016, at 9:30am
 Victor Valley Transit Authority
 17150 Smoketree Street
 Hesperia, California 92345

Entity: CTC

Transit Committee Agenda Item
August 11, 2016
Page 2

Lower Desert Region
Thursday, September 22, 2016, at 5:00 pm
Helen Gray Center
6601 White Feather Road
Joshua Tree, California 92252

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Management Analyst III

Approved
Transit Committee
Date: August 11, 2016

Witnessed By:

As approved by PASTACC
March 8, 2016

Attachment A

**San Bernardino County
Definitions of “Unmet Transit Needs” and
“Reasonable to Meet”
As recommended by the
Public and Specialized Transportation Advisory and Coordination Council (PASTACC)**

**Adopted May 4, 2016
by the San Bernardino Associated Governments Board of Directors acting as the
San Bernardino County Transportation Commission**

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards in accordance with federal Title VI Non Discrimination regulations and recognizing the following components:

- A. Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, or as a component of adopted programs and plans.
- B. Implementation -**
The proposed service shall:
 1. Be in response to an existing rather than future need.
 2. Be implemented consistent with the timing of funding availability.
 3. Be implemented safely and in accordance with local, state, and federal laws and regulations
 4. Not cause the operator to incur expenditures in excess of the maximum amount of Local Transportation Funds (LTF), State Transportation Assistance funds (STA), Federal Transit Administration (FTA) funds, fare revenues, and local support.
- C. Cost effectiveness** – the proposed service shall:
 1. Minimize duplication of existing transportation services or resources.

2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations, and schools.
3. Excluding the first three years, not adversely affect systemwide performance standards including the operator's ability to meet the required farebox recovery.
4. Show continued progress in key performance indicators over the pilot period.

Minute Action

AGENDA ITEM: 11

Date: August 11, 2016

Subject:

VVTA - Repeal Resolution No. 98-002

Recommendation:

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

Adopt Resolution No. 17-002 (Attachment 1) repealing Resolution No. 98-002 (Attachment 2), which set the required ratio of fares to operating cost for Victor Valley Transit Authority at 15%.

Background:

During Fiscal Year 1996/1997 Victor Valley Transit Authority (VVTA) submitted a letter to SANBAG staff requesting a change to the Public Utilities Code Article under which they receive Local Transportation Funds (LTF) (Attachment 3). Prior to their request, VVTA had been receiving LTF under Article 4 and wanted to claim under Public Utilities Code Section 99400(c) of Article 8 (Article 8c). Public Utilities Code Section 99260 of Article 4 applies to public transportation providers, whereas Article 8c applies to counties, cities and transit districts that contract for transportation services. Claiming funds under the provisions of Article 8c allows SANBAG, as the County Transportation Commission, to set the farebox recovery ratio.

At that time, VVTA made the request because they were not meeting the farebox recovery ratio applicable to Article 4 claimants. Since VVTA provides service to both rural and urbanized areas their ratio was set at 18% under Article 4. To prevent the loss of funding that occurs when an operator is not able to meet farebox recovery ratio, VVTA requested a change that would authorize SANBAG, as the transportation planning agency and as the County Transportation Commission, to reduce the farebox recovery ratio. As stated previously, public transportation providers cannot claim under Article 8c; however, based upon the language of Public Utilities Code Section 99400(c) of Article 8, that allowed claims for "Payments to any entity which is under contract with a county, city or transit district for public transportation or for transportation service for any group as determined by the transportation planning agency, requiring special transportation assistance", SANBAG determined VVTA could claim under Article 8c because VVTA contracts out all of their services although VVTA was not a county, city or transit district.

On September 3, 1997, the SANBAG Board of Directors adopted Resolution No. 98-002 which set the required farebox recovery ratio for VVTA at 15% and allowed for VVTA to claim under Article 8c.

As a result of a recent review of the Article 8c requirements by SANBAG staff and discussions statewide that could affect the ability of Article 8c claimants to receive other sources of transit funding, staff is recommending that Resolution No. 98-002 be repealed and that VVTA return to claiming under Article 4. Because of the recent merger of VVTA and Barstow Area Transit,

Entity: CTC

Transit Committee Agenda Item

August 11, 2016

Page 2

VVTA will have a two-year grace period before they are required to demonstrate compliance with the new farebox recovery ratio; however, VVTA is currently meeting the higher farebox recovery ratio. SANBAG staff will continue to work with them to ensure these goals are met.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Management Analyst III

Approved
Transit Committee
Date: August 11, 2016

Witnessed By:

RESOLUTION NO. 17-002

RESOLUTION OF THE SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION REPEALING
RESOLUTION NO. 98-002

WHEREAS, the San Bernardino County Transportation Commission is the designated transportation planning agency for San Bernardino County and is therefore responsible for the administration of funds under the Transportation Development Act; and

WHEREAS, the Victor Valley Transit Authority has been claiming Transportation Development Act funds under the provisions of Public Utilities Code Section 99400, which applies to county, city and transit districts that contract for transportation services, since the adoption of Resolution No. 98-002 on September 3, 1997, by the Board of Directors of the San Bernardino County Transportation Commission; and

WHEREAS, the Victor Valley Transit Authority, as a Joint Powers Authority, is subject to the provisions of Public Utilities Code Section 99270, which applies to public transportation providers; and

WHEREAS, recent revision to the types of services offered by the Victor Valley Transit Authority has resulted in improved service and operating ratio that would allow Victor Valley Transit Authority to meet the minimum operating ratio required by Public Utilities Code Section 99270; and

WHEREAS, Transportation Development Act funding for the Victor Valley Transit Authority during Fiscal Year 2016/2017 and beyond shall be provided under the provisions of Public Utilities Code Section 99270; now

THEREFORE BE IT RESOLVED, that the Board of Directors of the San Bernardino County Transportation Commission hereby repeals Resolution No. 98-002.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on September 7, 2016.

Robert A. Lovingood, Commission Chairperson

ATTEST:

Vicki Watson, Clerk of the Commission

Attachment: 17-002 [Revision 1] (2851 : VVTA - Repeal Resolution No. 98-002)

RESOLUTION NO. 98-002**RESOLUTION OF THE SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION SETTING THE RATIO
OF PASSENGER FARES TO OPERATING COST FOR THE
VICTOR VALLEY TRANSIT AUTHORITY AT FIFTEEN PERCENT**

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County and is, therefore responsible for the administration of funds under the Transportation Development Act, as amended; and

WHEREAS, the Victor Valley Transit Authority is subject to the provisions of Public Utilities Code Section 99270.1 which sets an intermediate operating ratio requirement of 17.8%; and

WHEREAS, recent revision to the types of services offered by the Victor Valley Transit Authority have resulted in improved service to the public, but have also resulted in the system not meeting the required operating ratio; and

WHEREAS, the Victor Valley Transit Authority services are operated under contract; and

WHEREAS, Transportation Development Act funding for the Victor Valley Transit Authority during fiscal year 1997-98 is provided under the provisions of Public Utilities Code 99400; and

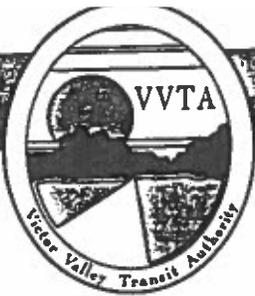
WHEREAS, pursuant to Public Utilities Code 99405(c), SANBAG has the authority to set performance criteria, local match requirements, or fare recovery ratios for transit claimants receiving funding under PUC Section 99400; and

WHEREAS, the Victor Valley Transit Authority Board of Directors has requested that SANBAG set a lower ratio of fares to cost; now

THEREFORE BE IT RESOLVED, that the Board of Directors of the San Bernardino County Transportation Commission hereby sets the ratio of passenger fares to operating cost for the Victor Valley Transit Authority at fifteen percent (15%).

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this 3rd day of September 1997.

<i>Approved</i> <i>San Bernardino Associated Governments</i> <i>Board of Directors</i>	
<i>Date:</i> _____	
<i>Moved:</i>	<i>Second:</i>
<i>In Favor:</i>	<i>Opposed: Abstained:</i>
<i>Witnessed:</i> _____	



VICTOR VALLEY TRANSIT AUTHORITY

Representing the Communities of Adelanto, Apple Valley, Hesperia, Victorville and San Bernardino County

July 28, 1997

Mike Bair
SANBAG
472 N. Arrowhead Ave.
San Bernardino, CA 92401

Dear Mr. Bair:

The Board of Directors of the Victor Valley Transit Authority respectfully request that this agency receive funding under Article 8c for the Fiscal Year 1997-1998. We understand that under the provisions of Article 8c SANBAG can establish a fare box ratio for our agency for the fiscal year. We request that fare box ratio be 15%.

We have enclosed a copy of the Fiscal Year 97-98 Budget approved by this Board on July 28, 1997, a copy of Resolution 97-05 Authorizing the Filing of Funding Request Under Article 8c for Fiscal Year 1997-1998 and a copy of the pertinent Minutes excerpt citing that approval and resolution.

If there are any problems with this request, please contact Mr. William Gardner, Transit Coordinator, at 760-955-5219.

Sincerely,

Chairman of the Board

/JA

Enclosures

Minute Action

AGENDA ITEM: 12

Date: August 11, 2016

Subject:

Fiscal Year 2015/2016 Budget Amendment for LTF Pass Through Funds

Recommendation:

That the Transit Committee recommend the Board approve a Fiscal Year 2015/2016 Budget Amendment to increase Task No. 0550 – Programming by \$6,720,000 to be funded by Local Transportation Funds previously allocated to transit operators and ratify expenditures made during the fiscal year.

Background:

The San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for the implementation of the Transportation Development Act (TDA) within San Bernardino County. Implementation of the TDA includes administration of Local Transportation Funds (LTF), including the apportionment, allocation and disbursement in accordance with the TDA.

Annually in March, the SANBAG Board of Directors (Board) approves the Fiscal Year LTF apportionments. The Board also approves transit operator allocations annually, including LTF for anticipated capital and operation expenditures, among other local, State and Federal sources, in accordance with the transit operators Short Range Transit Plans (SRTP). Estimated expenditures for disbursements are subsequently incorporated into SANBAG's corresponding fiscal year budget adopted by the Board in June to provide budget authority for pass through disbursements to transit operators and local agencies for public transportation and local streets and roads projects.

Throughout the course of the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against the approved allocations. Following approval of a transit claim, staff issues allocation instructions to the County Auditor-Controller/Treasurer/Tax Collector, authorizing the use of the funds by the claimant for specific purposes. Staff requests disbursements of funds from the County, in accordance with disbursement requests submitted by the claimants, throughout the year; however, allocations are not always disbursed in the year allocated and are available for three fiscal years from the original allocation. Because of this ability to carryover prior year allocations, the annual budget for disbursements is merely an estimate of anticipated disbursement requests from the operators and local agencies based on the level of open allocations and past year activity.

For reference, during the four preceding fiscal years, 2011/2012 through 2014/2015, annual pass through disbursements to the transit operators averaged only \$54.6 million, with a highest disbursement of \$64.2 million in Fiscal Year 2013/2014. In Fiscal Year 2015/2016, for the first

Entity: CTC

Transit Committee Agenda Item

August 11, 2016

Page 2

time in the recent past, staff under-estimated the level of LTF disbursements SANBAG would receive and the disbursements exceeded the amount budgeted. The LTF amount budgeted for pass through disbursements for operator claims was \$63.3 million, but the total claims disbursed were \$70.0 million. Consequently, staff recommends an increase of \$6.7 million to allow sufficient budget authority for the 2015/2016 disbursements.

In order to ensure the expenditure budget is not exceeded in the future, staff analyzed why disbursements exceeded budget authority and has concluded there are two primary reasons: 1) there is a delay in matching disbursements to budget, and 2) there was a \$6 million increase in Article 8c Capital expenditure disbursements in 2015/2016 over previous years, including disbursement of prior year allocations for bus and vehicle replacements, and FTA grant matches. The delay in matching disbursements is due to the fact that disbursement requests are made through the County of San Bernardino's Auditor-Controller/Treasurer/Tax Collector, and are recorded within SANBAG funds to match the actual disbursements after the fact. Disbursement requests are always verified to be within the apportionment and allocation amounts that have been made available by the SANBAG Board, but budget has never been an issue previously. Disbursing prior year allocations is normal and allowed under TDA regulations, the total amount disbursed was within prior and current year allocation amounts, and the amount was due to the claimants.

Staff has added a process that provides a continuous check against the overall budget prior to the disbursement process to ensure the expenditure budget is not exceeded in the future. This change in administration of the TDA will provide a way to continue to disburse funds when due to claimants, yet alert staff if a budget increase is necessary.

Financial Impact:

This item is not consistent with the Fiscal Year 2015/2016 SANBAG Budget. Approval of this recommendation will authorize an amendment to the Fiscal Year 2015/2016 Budget Task No. 0550.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Transit Committee
Date: August 11, 2016

Witnessed By:

TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2016

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

X = Member attended meeting.

* = Alternate member attended meeting

Empty box = Member did not attend meeting.

Crossed out box = Not a 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 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996