

**AGENDA**  
**Board of Directors Meeting**  
**January 6, 2021**  
**Start Time: 10:00 a.m.**

**MEETING ACCESSIBLE VIA ZOOM AT: <https://gosbcta.zoom.us/j/91593077869>**

**Teleconference**

Dial: 1-669-900-6833  
Meeting ID: 915 9307 7869

**This meeting is being conducted in accordance with Governor Newsom's  
Executive Order N-29-20.**

**Board of Directors**

**President**

Frank Navarro, Mayor  
*City of Colton*

**Vice-President**

Vacant

Gerardo Hernandez, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Council Member  
*Town of Apple Valley*

Paul Courtney, Mayor  
*City of Barstow*

Vacant  
*City of Big Bear Lake*

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Council Member  
*City of Chino Hills*

Acquanetta Warren, Mayor  
*City of Fontana*

Darcy McNaboe, Mayor  
*City of Grand Terrace*

Cameron Gregg, Mayor  
*City of Hesperia*

Larry McCallon, Mayor  
*City of Highland*

Rhodes "Dusty" Rigby, Council Member  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Edward Paget, Vice Mayor  
*City of Needles*

Alan Wapner, Council Member  
*City of Ontario*

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

Vacant  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

John Valdivia, Mayor  
*City of San Bernardino*

Joel Klink, Mayor  
*City of Twentynine Palms*

Bill Velto, Mayor  
*City of Upland*

Debra Jones, Mayor  
*City of Victorville*

David Avila, Mayor  
*City of Yucaipa*

Rick Denison, Council Member  
*Town of Yucca Valley*

Paul Cook, Supervisor  
*County of San Bernardino*

Janice Rutherford, Supervisor  
*County of San Bernardino*

Dawn Rowe, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

Joe Baca, Jr., Supervisor  
*County of San Bernardino*

Michael Beauchamp, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

**San Bernardino County Transportation Authority  
San Bernardino Council of Governments**

**AGENDA**

**Board of Directors  
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**Interested persons may submit Public Comment in writing to the Clerk of the Board at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com). Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on January 5, 2021.**

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 Frank Navarro)

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

Pg. 17

**Possible Conflict of Interest Issues**

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

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

Pg. 18

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 Board and Committee members.**

## **CONSENT CALENDAR**

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

### **Consent - Administrative Matters**

- 2. November 2020 Procurement Report** Pg. 30

Receive the November 2020 Procurement Report.  
**Presenter: Beatriz Valdez**

**This item was received by the General Policy Committee on December 9, 2020.**
- 3. Budget to Actual Report for First Quarter Ending September 30, 2020** Pg. 38

Receive and file Budget to Actual Report for the first quarter ending September 30, 2020.  
**Presenter: Hilda Flores**

**This item was received by the General Policy Committee on December 9, 2020.**
- 4. Measure I Revenue Estimate for Fiscal Year 2021/2022 Allocation Planning** Pg. 47

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

Approve a Measure I 2010-2040 revenue estimate of \$186.0 million, for Fiscal Year 2021/2022 and the revenue distribution by subarea in Table 2, for purposes of allocation planning for Fiscal Year 2021/2022.  
**Presenter: Hilda Flores**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 9, 2020.**
- 5. Fiscal Year 2021/2022 Budget Schedule** Pg. 50

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

Approve the Fiscal Year 2021/2022 Budget Schedule.  
**Presenter: Hilda Flores**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 9, 2020.**
- 6. Board Presidential Appointments** Pg. 52

Receive and file the following Board President appointments:

A. Note the Presidential appointment of Mayor Darcy McNaboe, City of Grand Terrace, and Council Member Art Bishop, Town of Apple Valley, to serve on the San Bernardino County Transportation Authority (SBCTA) Equity Ad Hoc Committee; and note the vacancy for one County Supervisor to serve on the SBCTA Equity Ad Hoc Committee.

B. Note the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve as an alternate member on the Metro Gold Line Foothill Extension Construction Authority for a two-year term expiring December 31, 2022.

### Agenda Item 6 (cont.)

C. Note the Presidential appointment of Supervisor Joe Baca Jr. and Supervisor Paul Cook to serve on the SBCTA I-10 and I-15 Corridor Joint Sub-Committee for a two-year term expiring on December 31, 2022.

D. Note one subregional vacancy to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee.

E. Note the vacancy for a Mountain/Desert Board Member to serve on the SBCTA Transit Committee.

F. Note the vacancy for an alternate member to serve on the Gold Line Phase II Joint Powers Authority for a two-year term. **Presenter: Marleana Roman**

**This item has not received prior policy committee or technical advisory committee review. This agenda item is presented to apprise the Board of the recent Presidential appointments.**

### Consent - Project Delivery

#### **7. I-10 Corridor Contract 1 - Contract Amendments and Funding Updates**

Pg. 55

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

A. Approve Amendment No. 3 to Contract No. 16-1001530 with HNTB, Inc. for Project and Construction Management (PCM) services for the Interstate 10 Contract 1 Project (Project) in the amount of \$9,300,000, for a new not-to-exceed contract amount of \$61,294,950, and authorize the Executive Director, or his designee, to approve and execute the amendment contingent upon receipt of valid insurance certificates and after the California Department of Transportation's (Caltrans) approval of Exhibit 10-C Consultant Contract Reviewer Checklist.

B. Approve additional contingency for Contract No. 16-1001530, in the amount of \$3,000,000, for a total remaining contingency of \$4,005,050, and authorize the Department Director, or her designee, to release the contingency as required for the completion of the project up to the authorized contingency amount.

C. Approve Amendment No. 3 to Preliminary Engineering (PE) Cooperative Agreement No. 17-1001590 (08-1636 A/3) with Caltrans, reducing the State required funding by \$1,000,000, and reconciling the final funding plan for the Project PE Phase and authorize the Executive Director, or his designee, to execute the amendment.

D. Approve Amendment No. 3 to the Design-Build and Right-of-Way (ROW) Cooperative Agreement No. 17-1001736 (08-1645 A/3) and funding summary with Caltrans, increasing the funding by \$3,100,000, for construction related Caltrans Enhanced Oversight services for a total of \$21,000,000, increasing the ROW Capital by \$10,714,673, decreasing the funding for the Design-Build cooperative agreement by \$21,400,000, and reconciling PCM and construction costs for the final funding plan for the Project Design-Build and ROW Phases; and authorize the Executive Director, or his designee, to execute the amendment.

E. Approve the reduction of the contingency and allowances of the Project Design-Build Contract No. 17-1001599 with Lane-Security Paving Joint Venture, in the amount of \$21,400,000, for a total remaining amount of \$52,179,425. **Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (16-0-1; Abstained: Wapner) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. The information in this agenda item was shared with the I-10 and I-15 Joint Sub-Committee on October 15, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.**



**8. San Bernardino Valley Coordinated Traffic Signal System - Contract and CTO Amendments** Pg. 78

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

A. Approve Amendment No. 2 to Contract No. 16-1001515 with Iteris, Inc (Iteris) to exercise the second of two (2) one-year options, extending the expiration date from January 31, 2021 to January 3, 2022.

B. Approve and authorize the Executive Director, or his designee, to execute Amendment No. 4 to Contract Task Order No. 2 for Contract No. 16-1001515 for Iteris to provide additional on-call system support services as part of the San Bernardino Valley Coordinated Traffic Signal System project, and to extend the completion date to January 3, 2022. Amendment No. 4 to Contract Task Order No. 2 will utilize the balance Contract amount of \$737,022.72.

**Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.**

**9. Interstate 215 Barton Surplus Parcels Declaration and Authorization to Dispose** Pg. 86

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

A. Make a finding that the parcels shown in Table 1 (Surplus Properties) are surplus to San Bernardino County Transportation Authority's (SBCTA) needs as they are no longer necessary for construction, staging, storage, or mitigation/exchange on the Interstate 215 Barton Road Interchange Reconstruction Project or any other anticipated future use; and

B. Authorize disposition of the Surplus Properties in accordance with the protocol outlined in SBCTA Surplus Real Property Policy No. 10400, applicable law, and regulations.

**Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. SBCTA General Counsel has reviewed this item.**

**Consent - Transit**

**10. West Valley Connector Project - Phase 1: Right-of-Way Acquisitions** Pg. 89

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

A. Authorize staff to proceed with voluntary acquisitions of property necessary for the West Valley Connector (WVC) Project, in accordance with San Bernardino County Transportation Authority (SBCTA) Policies, including relocation assistance, demolition of existing structures, property management, disposal of excess property, environmental testing and remediation; expending a total not-to-exceed amount of \$58,000,000 for right-of-way acquisition capital expenses.

B. Authorize the Director of Transit and Rail Programs to add or remove, as needed, such parcels as the Director determines are necessary for the WVC Project.

C. Authorize the Executive Director, or his designee, to execute Contract Task Orders over \$500,000, to the Transit and Rail On-Call Right-of-Way Services consulting firms, as required for WVC Project acquisitions, for a combined not-to-exceed amount of \$5,500,000, previously authorized by the SBCTA Board of Directors.

Agenda Item 10 (cont.)

D. Authorize the Executive Director, or his designee, to execute Contract Task Orders over \$500,000, to the Transit and Rail On-Call Right-of-Way Legal Services consulting firms, as required for WVC Project acquisitions, for a combined not-to-exceed amount of \$7,500,000, previously authorized by the SBCTA Board of Directors.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.**

**11. San Bernardino County Flood Control District Construction and Maintenance Agreement No. 20-1002429** Pg. 104

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

A. Approve Construction and Maintenance Agreement No. 20-1002429, with the San Bernardino County Flood Control District, to address the roles and responsibilities of each agency for construction and maintenance of improvements to the Mission Zanja Channel as part of the Redlands Passenger Rail Project.

B. Approve a contingency of \$50,000 of Measure I Valley Metrolink/Rail Program funds for Construction and Maintenance Agreement No. 20-1002429, with the San Bernardino County Flood Control District, to facilitate payment should survey monuments be destroyed during the construction or operation of the Redlands Passenger Rail Project, and authorize the Executive Director, or his designee, to release contingency as necessary.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.**

**12. Amendment No. 3 to Contract Task Order No. 59 for Contract No. 14086/00-1000940 with WSP USA, Inc. for Design of Redlands Passenger Rail Project Maintenance Facility** Pg. 127

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

Approve Amendment No. 3 to Contract Task Order No. 59 for Contract No. 14086/00-1000940 with WSP USA, Inc., for design services on the Redlands Passenger Rail Project Rail Storage and Maintenance Facility, increasing the contract task order amount by \$300,000.00, using previously authorized project funds, for a new not-to-exceed contract task order amount of \$1,228,743.85; and authorize the Executive Director, or his designee, to execute the amendment.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the scope of work.**

**13. Light Pole Defect, Related Funding Action and Amendment No. 1 to Work Order No. 8 for Cooperative Agreement No. 15-1001125 with Southern California Regional Rail Authority** Pg. 136

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

A. Approve a total allocation of \$500,000 in Rail Asset Funds to address issues related to a light pole defect for lighting at the San Bernardino Santa Fe Depot and the Downtown San Bernardino Metrolink station.

B. Approve Amendment No. 1 to Work Order No. 8, issued under Cooperative Agreement No. 15-1001125 with the Southern California Regional Rail Authority, to provide rail related support services related to a light pole defect for lighting at the San Bernardino Santa Fe Depot and the Downtown San Bernardino Metrolink station, extending the term to January 31, 2021 and increasing the amount by \$150,000, for a new total not-to-exceed amount of \$250,000, to be funded with Rail Asset Funds.

C. Approve a budget amendment to the Fiscal Year 2020/2021 Budget, Task No. 0314 Transit Operations, to increase Sub-Task 0377 by \$150,000 in Rail Asset Funds.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel and Risk Manager have reviewed this item and the Work Order.**

**14. Surplus of Rail Property and Sale to Redlands Railway District, LLC** Pg. 143

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

A. Adopt Resolution No. 21-022, declaring an approximately 2,736 square foot (SF) portion of the right-of-way to be Surplus Property and that the sale of this property to the Redlands Railway District, LLC, which owns property immediately adjacent to said portion of the right-of-way, is exempt from the Surplus Land Act, California Government Code Section 54220 et. seq.

B. Authorize the Executive Director, or his designee, to negotiate and execute Purchase and Sales Agreements, approved as to form by General Counsel, with the Redlands Railway District, LLC, for the disposition of the approximately 2,736 SF portion of the right-of-way (one approximately 1,860 SF parcel and one approximately 876 SF parcel) at Fair Market Value. **Presenter: Ryan Aschenbrenner**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel has reviewed this item and the draft resolution.**

**15. Terminate Contracts - Rancho Cucamonga Metrolink Station - Transit-Oriented Development** Pg. 153

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

A. Terminate Contract No. 16-1001524, an Exclusive Negotiating Agreement with the City of Rancho Cucamonga and Creative Housing Authority, LLC.

B. Terminate Cooperative Agreement No. 15-1001271 with the City of Rancho Cucamonga, for a Transit-Oriented Development at the Rancho Cucamonga Metrolink station.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel and Risk Manager have reviewed this item.**

## **Consent - Transportation Programming and Fund Administration**

### **16. Summary of Measure I Capital Improvement Plans of Member Agencies**

Pg. 181

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

A. Accept the Measure I Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds for Fiscal Year 2020/2021 through Fiscal Year 2024/2025.

B. Allow a one-time exception to Policies VLS-9(d), VVLS-13(d), and MDLS-11(d) for Fiscal Year 2020/2021 for categorical projects to exceed the 50% limit due to the effect on estimated revenue because of COVID-19.

**Presenter: Ellen Pollema**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 9, 2020.**

## **Consent - Legislative/Public Outreach**

### **17. State and Federal Legislative Update**

Pg. 225

Receive and file the December 2020 State and Federal Legislative Update.

**Presenter: Louis Vidaure**

**This item was received by the General Policy Committee on December 9, 2020.**

## **Consent Calendar Items Pulled for Discussion**

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

## **DISCUSSION ITEMS**

### **Discussion - Project Delivery**

### **18. Hearings to Consider Resolutions of Necessity for Parcels for Interstate 10 Cedar Avenue Interchange Improvement Project in the Unincorporated Community of Bloomington**

Pg. 228

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

A. Conduct public hearings to consider condemnation of real property required for the Interstate 10 Cedar Avenue Interchange Project in the unincorporated community of Bloomington; and

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-019 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Golden Harvest Investments, LLC (Assessor's Parcel Number [APN] 0252-161-65) (hereinafter "Golden Harvest Property"). The Resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-024 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Irfan Nazir (APN 0253-203-38) (hereinafter "Nazir Property"). The Resolution must be approved by at least a two-thirds majority; and

Agenda Item 18 (cont.)

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-025 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: The Hector L. Mojica and Josefina Z. Mojica, Trustees, or their successors in Trust, under the Hector L. Mojica and Josefina Z. Mojica Living Trust of 2006, and any amendments thereto (APN 0253-203-36) (hereinafter “Mojica Trust Property”). The Resolution must be approved by at least a two-thirds majority; and

E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-026 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Apostolic Assembly of the Faith in Christ Jesus (APN 0253-205-24) (hereinafter “Apostolic Assembly Property”). The Resolution must be approved by at least a two-thirds majority; and

F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-027 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Francisco Javier Cesena Sanchez, an unmarried man (APNs 0253-205-26 and 0253-205-27) (hereinafter “Sanchez Property”). The Resolution must be approved by at least a two-thirds majority; and

G. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-028 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: George M. Gomez and Alice A. Gomez, Co-Trustees of George M. and Alice A. Gomez Revocable Trust (APN 0253-205-25) (hereinafter “Gomez Trust Property”). The Resolution must be approved by at least a two-thirds majority; and

H. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-029 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Gregorio Cota and Maria Cota, husband and wife, as community property with rights of survivorship (APN 0253-205-28) (hereinafter “Cota Property”). The Resolution must be approved by at least a two-thirds majority; and

I. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-030 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Victor M. Del Rio and Maria H. Del Rio, husband and wife as joint tenants (APN 0253-205-21) (hereinafter “Del Rio Property”). The Resolution must be approved by at least a two-thirds majority; and

J. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-031 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Secure RV Storage, Inc. (APN 0253-241-07) (hereinafter “Secure RV Property”). The Resolution must be approved by at least a two-thirds majority.

**Presenter: Timothy Byrne**

**This item was reviewed and recommended (17-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. SBCTA General Counsel has reviewed this item and the draft resolutions.**

**19. Review of Consultant vs. In-House Staff In Support of the Project Delivery and Toll Operations Department and Transit & Rail Department** Pg. 324

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

A. Approve reorganization of the Project Delivery and Toll Operations Department and the positions therein; and

B. Approve reorganization of the Transit & Rail Department and the positions therein including the addition of a Right-of-Way Manager; and

C. Direct staff to do a detailed analysis of increasing the number of in-house staff including the release of a Request for Proposals for a Classification, Compensation and Organizational Review Study, estimated at \$20,000, associated with these reorganizations to assist staff in conducting a job position and salary analysis for each position.

**Presenter: Paula Beauchamp**

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

**Discussion - Administrative Matters**

**20. Election of Officer for Remainder of Fiscal Year 2020/2021** Pg. 331

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

Conduct an election for Board Vice President.

**Presenter: Frank Navarro**

**This item has not received prior policy committee or technical advisory committee review. This item has been reviewed by General Counsel.**

**21. Reappointment to the Independent Taxpayer Oversight Committee** Pg. 332

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

Approve the reappointment of Gerry Newcombe and Donald Driftmier to the Independent Taxpayer Oversight Committee (ITOC).

**Presenter: Duane Baker**

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

**22. Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2019/2020** Pg. 333

Receive San Bernardino Country Transportation Authority's Comprehensive Annual Financial Report, Audit of the State Transit Assistance Fund of the County of San Bernardino, Audit of the Local Transportation Fund of the County of San Bernardino, and Single Audit Compliance Report for Fiscal Year 2019/2020.

**Presenter: Hilda Flores**

**This item has not received prior policy committee or technical advisory committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on December 9, 2020.**

## **Discussion - Transit**

### **23. Contract No. 21-1002452 with HNTB Corporation for Project Management/Construction Management Services for Emerging Technology Tunnel to Ontario International Airport** Pg. 336

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

A. Award Contract No. 21-1002452 to HNTB Corporation to provide Project Management/Construction Management Services for Emerging Technology Tunnel to Ontario International Airport, for a not-to-exceed amount of \$26,940,428 and authorize work under Notice to Proceed 1 for a not-to-exceed amount of \$9,075,110, to be funded with Congestion Mitigation and Air Quality funds.

B. Approve a contingency for a not-to-exceed amount of \$907,511 for Contract No. 21-1002452, for work under Notice to Proceed 1, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

C. Approve a budget amendment to Task 0315, Transit Capital, revising the title of Subtask 0337, from "Rail Access to Ontario International Airport" to "Tunnel to Ontario International Airport", changing the fund source from Valley State Transit Assistance Funds to Federal Congestion Mitigation and Air Quality funds, and increasing it by \$3,050,000.

**Presenter: Carrie Schindler**

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

## **Public Comment**

### **Brief Comments from the General Public**

Interested persons may submit Public Comment in writing to the Clerk of the Board at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com). Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on January 5, 2021.

## **Comments from Board Members**

### **Brief Comments from Board Members**

## **Executive Director's Comments**

### **Brief Comments from the Executive Director**

## **ADJOURN TO CLOSED SESSION**

## **CLOSED SESSION**

### **1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1)--6 cases

- a. SBCTA--*In re: Lumbermen's Mutual Casualty Company, In Liquidation*  
Office of Special Deputy Receiver, Docket No. 12 CH 24227  
Circuit Court of Cook County, Illinois

- b. SANBAG--*Maebell Dorsey, an individual and Trustee v. Renovate America, Inc., SBCTA, etal.*  
San Bernardino Superior Court Case No. CIVDS 1925774
- c. SBCTA--*Daniel Hayler, Leticia Hayler v SBCTA*  
U.S. District Court, Central District of California, Case No. 5:19-cv-02469-CJC-SP
- d. SANBAG--*Roberto Elizarraras v. Renovate America, Inc., SBCTA, etal.*  
San Bernardino Superior Court Case No. CIVDS 2013260
- e. SANBAG--*Pete Espinoza v. Renovate America, Inc., SBCTA, etal.*  
San Bernardino Superior Court Case No. CIVDS 2015834
- f. SBCTA--*Pulice Construction, Inc. v. SBCTA, etal.*  
San Bernardino Superior Court Case No. CIVDS 2020473

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

## **ADJOURNMENT**

### **Additional Information**

Attendance	Pg. 423
Acronym List	Pg. 425

### **Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report	Pg. 428
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### **Committee Membership**

Representatives on SCAG Committees	Pg. 432
Appointments to External Agencies	Pg. 433
Committee Membership	Pg. 435

### **Mission Statement**

Mission Statement	Pg. 440
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## **Meeting Procedures and Rules of Conduct During COVID-19 ‘Stay in Place’ Orders**

**Meeting Procedures** - The Ralph M. Brown Act is the state law which guarantees the public’s right to 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. California Governor Gavin Newsom has issued several Executive Orders (N-25-20, N-29-20 and N-35-20) waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

**Accessibility** – During the COVID-19 crisis, meetings are being held virtually using web-based or telephone technologies. If accessibility assistance is 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 can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com).

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address.

**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** – Public Comment may be submitted in writing to the Clerk of the Board via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com). Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm the day before the meeting. 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 indicate their request when Public Comment is called for during the meeting. This request to speak can be achieved by either using the ‘Raise Hand’ feature in Zoom platform or by verbally stating interest when the Chair calls for Public Comment. When recognized by the Chair, speakers should be prepared to announce their name 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 such information electronically to the Clerk of the Board via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) no later than 5:00 pm the day before the meeting. 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 an 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 be removed from the virtual 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, posting profane or rude content in the virtual meeting environment, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

**The Vote as specified in the SANBAG Bylaws.**

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

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

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

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*

*Revised March 2014*

*Revised May 4, 2016*



# Important Dates to Remember...

## January 2021

**SBCTA Meetings – Cancelled:** General Policy Committee  
Legislative Policy Committee  
Transit Committee  
I-10/I-15 Corridor Joint Sub-Committee

### SBCTA Meetings – Scheduled:

General Policy Committee	CANCELLED	---	---
Legislative Policy Committee	CANCELLED	---	---
Transit Committee	CANCELLED	---	---
Metro Valley Study Session	Jan 14	9:30 am	Meeting Accessible via Zoom
I-10/I-15 Corridor Joint Sub-Committee	CANCELLED	---	---
Mountain/Desert Committee	Jan 15	9:30 am	Meeting Accessible via Zoom

### Other Meetings/Events:

None			
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### SBCTA Offices will be CLOSED:

- January 1, New Years Day
- January 18, Martin Luther King Jr. Day

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

## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** January 6, 2021

***Subject:***

Information Relative to Possible Conflict of Interest

***Recommendation:***

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

***Background:***

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

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
7A	16-1001530-03	HNTB, Inc. <i>Kevin Haboian</i>	Advanced Civil Technologies, Inc. Environmental Science Associates GCAP Services, Inc. HDR Engineering, Inc. Leighton Consulting, Inc. Overland, Pacific & Cutler, Inc. Psomas Safework, Inc. Syrusa Engineering, Inc.
7E	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	Aegis Project Controls Corp. A.M. Concrete Antigo Construction Apex Logistics Arellano Associates, LLC BC Traffic Rentals Boral Resources, LLC Bridge Deck Solutions C Below CalPortland Company Cal-Stripe Cemex CGO Construction

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

7E (cont.)			<p>CH2M Hill Engineers, Inc. CMC Commercial Metals Conco Pumping Con-Fab California CTI Milling CW Allied, Inc. Diversified Landscape Dywidag Systems EBS General Engineering, Inc. ECS Euclid Chemical Company Ferreira Construction Fitzgerald Formliners Fleming &amp; Sons Concrete Forefront Deep Foundations Foundation Pile FPL and Associates, Inc. Fryman Management, Inc. G3 Quality, Inc. G&amp;F Concrete Cutting Global Road Sealing Golden State Boring &amp; Pipe Hanes Geo Components Harber Companies Highlight Electric Irvine Pipe Company ISCO Industries JC Supply &amp; Manufacturing JT Construction Products, LLC L Johnson Construction L.B. Foster Construction Malcolm Drilling Company Michael Baker International, Inc. Miranda Logistics Murphy Industrial Coatings Pacific Corrugated Pipe Co. Peri Formworks Pipe Jacking Trenchless, Inc.</p>
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7E (cont.)			Pro-Cast Products, Inc. PQM, Inc. The R. J. Noble Company Rupert Construction Supply Sierra Landscape Development Skyline Steel Spartan Mat, LLC Statewide Traffic Safety and Signs, Inc. Strength Transportation Management Titan Constructor Engineering V&A, Inc. Vulcan Materials
8	CTO 2-04 16-1001515-02	Iteris, Inc. <i>Ramin Massoumi</i>	Crosstown Electrical & Data, Inc. Miovision Technologies, Inc. National Data & Surveying Services, Inc

**Item No. 10 – West Valley Connector**

No.	APN #	Principals & Agents
1	0110-061-01	DE VAZQUEZ, ELODIS MUNOZ
2	0110-061-04	SALHAB, FAYEK
3	0110-061-17	SAN BERNARDINO CO FLOOD CONTROL DIST
4	0110-061-18	SALHAB, FAYEK J
5	0110-071-02	SHIH, SEN M
6	0110-071-06	AMERICAN WEST REGIONAL CENTER LLC
7	0110-071-07	AMERICAN WEST REGIONAL CENTER LLC
8	0110-072-10	GRABOWSKI, PATRICK F
9	0110-072-11	GRABOWSKI, PATRICK F (COMET TRAILER PARK)
10	0110-111-10	ROWLANDS PROPERTIES
11	0110-121-05	MATLOCK LIVING TRUST 1997 4-2-97
12	0110-121-08	BEACON GROUP INC, THE
13	0110-121-09	BEACON GROUP INC, THE
14	0110-121-10	BEACON GROUP INC, THE
15	0110-131-06	PANNONE PROPERTIES LLC
16	0110-131-07	PANNONE PROPERTIES LLC



<b>Item No. 10 – West Valley Connector</b>		
<b>No.</b>	<b>APN #</b>	<b>Principals &amp; Agents</b>
17	0110-131-08	PANNONE PROPERTIES LLC
18	0110-131-09	JAUREGUI, FRANCISCO
19	0110-131-13	LA COMMARE, JAMES AND JOSEPHINE TR
20	0110-131-22	SAN BERNARDINO CO FLOOD CONTROL DIST
21	1010-491-02	PAYMASTER ASHWIN C
22	1010-491-03	MAHDAVI AMIR
23	1010-491-16	HAGEN JHON D
24	1010-522-17	SARINANA, LARRY
25	1010-543-01	CUCCUIA FRANK J FAMILY TRUST
26	1010-543-02	CUCCUIA FRANK J FAMILY TRUST
27	1010-543-03	CUCCUIA FRANK J FAMILY TRUST
28	1010-543-04	NASH MOTOR LLC
29	1010-543-05	RYAN, E & R MARITAL TRUST 3-31-86
30	1010-543-06	RYAN, E & R MARITAL TRUST 3-31-86
31	1010-543-07	ROSE-IN-BLOOM INC
32	1010-543-09	ROBINSON, LINDA
33	1010-543-10	CHAROLET, CESAR
34	1010-543-11	CHAROLET, CESAR
35	1010-543-12	CAMPIO, EARL
36	1010-543-13	JUAREZ FAMILY 2005 REV TR 9-23-05
37	1010-543-14	JUAREZ FAMILY 2005 REV TR 9-23-05
38	1010-543-32	GRIMES, ELIZABETH TRUST
39	1010-552-05	DOWNEY BRAD
40	1010-552-06	MUNUGALA, BHASKARA
41	1010-552-07	JAFARARIN, AMIN
42	1010-552-11	GONZALEZ, ALBERTO
43	1010-552-12	SOLANKI, GIRISH
44	1010-552-13	SOLANKI, GIRISH
45	1010-552-14	MALAGON, SYLVERIO
46	1010-552-15	MALAGON, SYLVERIO
47	1010-552-32	JUAREZ, ALBINO
48	1010-552-33	JUAREZ, ALBINO
49	1010-552-34	JUAREZ, ALBINO

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<b>No.</b>	<b>APN #</b>	<b>Principals &amp; Agents</b>
50	1010-552-37	JAFARARIN, AMIN
51	1010-552-38	NABHAN, MAJED
52	1011-111-04	UTR HOLT BENSON LLC
53	1011-111-05	HOLT INVESTMENT LLC
54	1011-111-18	ASTFALK ROY DALE TR
55	1011-111-20	LIN, SHINN LIANG
56	1011-111-21	UTR HOLT BENSON LLC
57	1011-121-02	JAUGERUI TRINIDAD
58	1011-121-13	HARDEN WILLIAMS
59	1011-121-17	PIRSEH LLC
60	1011-121-18	PIRSEH LLC
61	1011-121-22	ONTARIO ICE SKATING CENTER INC
62	1011-121-24	JABER FAMILY TRUST
63	1011-121-26	DEWEY GROUP LP
64	1011-121-27 (1011-121-21)?	BUX KARIM
65	1011-132-07	PAINT BUCKET INC
66	1011-132-08	YAVELAK, DUANE & SHIRLEY FAM REV LIV
67	1011-132-09	YAVELAK FAMILY REVOC LIVING TRUST
68	1011-132-10	FERNANDEZ FAMILY TRUST 3/2/15
69	1011-132-11	FERNANDEZ FAMILY TRUST 3/2/15
70	1011-132-12	VOLM, ROBERT W
71	1011-1413-06	NRP DEVELOPMENT, INC
72	1011-141-07	GRACE PROPERTY MANAGEMENT LLC
73	1011-141-11	SHORT, WILLIAM S & AUDREE L
74	1011-141-13	SHORT, WILLIAM S
75	1011-141-16	DIBADJ, HAMID
76	1011-141-30	SHORT, WILLIAM S
77	1011-141-32	SILVERTON EXEMPT TRUST 3/13/07
78	1011-141-35	LIEU, KHANG BAO
79	1011-141-36	KAITZ, ROBERT M & BARBARA E 2001 FAM
80	1048-471-14	HARB, NADIM FAYEZ
81	1048-471-15	VALENCIA, BENJAMIN N
82	1048-471-22	JOYFUL NATIONS MINISTRIES

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83	1048-471-23	JOYFUL NATIONS MINISTRIES
84	1048-471-24	PAMA IV PROPERTIES LP
85	1048-481-01	SKY VILA MOBILE PARK
86	1048-481-02	REDGATE PARTNERS, LLC
87	1048-481-03	TIRE ZONE LLC
88	1048-481-06	MILLER LIVING TRUST 3-3-87 - EST OF
89	1048-481-07	JIMENEZ JOSE
90	1048-481-27	PATEL, B FAMILY TRUST 2-13-91
91	1048-481-28	HARB, MAAN F
92	1048-481-29	HARB, MAAN F
93	1048-512-10	ALEMAN FAMILY TRUST 2014
94	1048-512-11	WAS765 LLC
95	1048-512-13	IMMANUEL PROPERTY
96	1048-512-14	AREC 8 LLC
97	1048-512-15	AREC 8 LLC
98	1048-512-16	CHAVEZ, YOLANDA
99	1048-512-17	AYALA, SALVADOR & MARIA C FAM TR 4/1
100	1048-512-18	HALSTEAD, FRANK E & MARIA E FAM TR 8
101	1048-512-19	CHAING, WILLIAM
102	1048-512-20	CHAING, WILLIAM
103	1048-512-21 (1048-512-29)?	BIR, RAGHBIR S
104	1048-512-22 (1048-512-29)?	BIR, RAGHBIR S
105	1048-512-28	LOZANO-ORTEGA
106	1048-522-08	OLIVOS, DANIEL & HEDDY FAM TR 07/31/
107	1048-522-09	ROSENBLUM, JERRY
108	1048-522-10	AVILA, RAUL
109	1048-522-11	BANK OF CALIFORNIA TR
110	1048-523-15	KB MAASS TRUST 2014
111	1048-523-16	ELIAS PROPERTIES LLC
112	1048-523-17	INIGUEZ, MANUEL V
113	1048-524-14	KIPPER, RONALD A

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<b>No.</b>	<b>APN #</b>	<b>Principals &amp; Agents</b>
114	1048-524-15	KIPPER, RONALD A
115	1048-524-16	KIPPER, RONALD A
116	1048-524-17	TAWIL, ELIA REV TR 12/20/06
117	1048-525-16	SWERDLOFF, RONALD S
118	1048-525-17	COLLAZO, JOSE
119	1048-525-18	COLLAZO, JOSE
120	1048-525-20	CISNEROS, ISRAEL
121	1048-591-28	EL POLLO LOCO INC
122	1048-591-29	STATER 108 LLC
123	1048-591-30	HOLT-SAN ANTONIO LLC
124	1048-591-32	BAY CAL ONTARIO PARTNERS LLC
125	1048-604-13	MACK PARTNERS LLC
126	1048-604-14	RAMIREZ, CRISTOBAL
127	1048-604-15	AMINI, HAMID
128	1049-011-03	QUESADA, VICTORIA R TR
129	1049-011-04	REINA HOLDING COMPANY LLC
130	1049-011-05	M & L CENTER LLC
131	1049-012-01	AMARO REVOCABLE FAMILY TRUST 2008
132	1049-012-02	KARPOUZIS LIVING TRUST
133	1049-012-24	KARPOUZIS LIVING TRUST 05/23/05
134	1049-021-03	CHIANG FAMILY TRUST 7-8-10
135	1049-021-04	CHIANG FAMILY TRUST 7-8-10
136	1049-021-28	DINGLE, WILLIAM T & ELIZABETH G (TRU
137	1049-021-29	KUO, JINGLIN J
138	1049-063-01	NA, SUSAN TR
139	1049-063-02	CITY OF ONTARIO
140	1049-063-03	ROJAS, ALICIA FAMILY TRUST 12/15/08
141	1049-063-04	ROJAS, ALICIA FAMILY TRUST 12-15-08
142	1049-063-05	CARVALHO, JOAO R (LISA)
143	1049-065-11	B & G PLAZA
144	1049-066-02	BANH, PHUOC
145	1049-091-01	KIM, HEE C
146	1049-091-02	CRAITENBERGER FAMILY TRUST

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147	1049-091-03	AYALCO, LLC
148	1049-091-04	ALMARAZ, JUDY FAMILY TRUST 6-3-08
149	1049-093-01	ALMARAZ, JUDY FAMILY TRUST 6-3-08
150	1049-093-02	ALMARAZ, JUDY FAMILY TRUST 6-3-08
151	1049-093-03	ALMARAZ, JUDY FAMILY TRUST 6-3-08
152	1049-093-04	ALMARAZ, JUDY FAMILY TRUST 6-3-08
153	1049-093-06	ALMARAZ, JUDY FAMILY TRUST 6-3-08
154	1049-093-07	ALMARAZ, JUDY FAMILY TRUST 6-3-08
155	1049-093-09	CHAVEZ, JAVIER H TR
156	1049-093-10	CHAVEZ, JAVIER H TR
157	1049-094-01	BELICHESKY-FILIPOVIC TRUST 6/23/06
158	1049-094-02	BELICHESKY-FILIPOVIC TRUST 6/23/06
159	1049-094-04	CAGLE FAMILY TRUST
160	1049-094-14	CAGLE FAMILY TRUST
161	1049-101-04	MILLER, DENYSE M
162	1049-101-05	ENRIQUEZ, GUY R NON EXEMPT TRUST
163	1049-101-06	KIM, HENRY C
164	1049-101-07	KIM, HENRY C
165	1049-101-08	LANDGRAVE, RAFAEL
166	1049-101-09	LEON, LINO
167	1049-101-10	GRIFFITH, ROGER A TR
168	1049-101-11	GRIFFITH, ROGER ALAN
169	1049-101-12	LEDESMA FAMILY TRUST 9-29-05
170	1049-101-13	RAULY'S TRUST 10/24/95
171	1049-101-14	RAULY'S TRUST 10/24/95
172	1049-101-15	RAULY'S TRUST 10/24/95
173	1049-101-16	LEDESMA, DANIEL E
174	1049-101-18	LEDESMA, DANIEL E
175	1049-101-38	CHANG, AARON
176	1049-101-39	SEA PARTNERS LLC
177	1049-101-40	GOLDEN STATE ALLIANCE, LLC
178	1049-131-02	GOLDEN STATE ALLIANCE LLC
179	1049-131-03	GOLDEN STATE ALLIANCE LLC
180	1049-131-04	MALAGON, SYLVERIO

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<b>No.</b>	<b>APN #</b>	<b>Principals &amp; Agents</b>
181	1049-131-05	YOO JUN SON FAMILY TRUST
182	1049-131-06	TREMAZI, MUHAMMAD S
183	1049-131-08	RELIANCE MOTORS LLC
184	1049-131-13	HADDAD, RAFFI
185	1049-131-14	RIVAS, JESUS
186	1049-131-15	BUSINESS OWNER
187	1049-131-16	GOLDEN STATE ALLIANCE LLC
188	1049-131-18	GROUP II AZUSA PROPERTIES
189	1049-131-20	1010 HOLT LLC
190	1010-552-04	HOLT HOLDINGS LLC
191	1049-011-01	HAGE FAMILY TRUST (9/24/1999)
192	1049-011-02	DURRITZAGUE 2003 REV TRUST A (6-18) 0 DURRITZAGUE 2003 REV TRUST B
193	1048-547-94	AREP TOWN CENTER ONTARIO LLC
194	1049-131-19	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG
195	0110-131-28	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J
196	0110-131-25 0110-131-25	ABMA JOHN THEODORE & E C FAM TR & TRU
197	1011-121-05	ONTARIO ICE SKATING CENTER INC
198	8336-022-015	TFF PROPERTIES LLC
199	8336-021-005	PATEL KANU AND HEMLATA TRS; KANU AND HEMLATA PATEL TRUST
200	8336-021-022	STEINER JAN H
201	8337-015-034	YINGCHUN LLC
202	8337-021-047	FAKHOURI, SAMYRA A
203	8326-024-041	FOUNTAIN OF LOVE CHRISTIAN CENTER INC
204	8323-016-021	HAN POMONA SQUARE LLC
205	8323-025-025	14255 ELLSWORTH STREET LLC
206	8326-026-029	MSW POMONA LLC
207	0110-092-17	POSEIDON ONTARIO AIRPORT PLAZA LLC
208	0210-191-29	ONTARIO H HOTEL, LLC
209	0110-431-11	AIRPORT GATEWAY PLAZA LLC
210	0210-204-02	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL

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211	0210-211-33	STARBRIDGE (ONTARIO) INVESTMENT LLC
212	0229-012-57	KL RANCHO PROPERTY LLC
213	1090-531-03	RANCHO MALL LLC
214	1011-111-10 (1011-111-24)?	UTR HOLT BENSON, LLC
215	0110-101-01	ROWLAND PROPERTIES
216	0110-081-02 (0110-081-10)?	HOLT BLVD LLC
217	0110-081-03	HOLT BLVD LLC
218	0110-081-06	COMBEE, JOE H
219	0110-081-07	DITOMMASO, ANTHONY & BEVERLY LIV TR
220	0110-081-08	HOLT BLVD LLC
221	0110-121-03	INTL ASSN OF MACH & AERO WORKERS D L
222	0110-111-11	OM LAXMI LLC
223	0110-111-12	OM LAXMI LLC
224	0110-072-08	415 VINEYARD LLC
225	0110-072-09	415 VINEYARD LLC
226	0110-072-16	7 SUMMIT PROPERTIES 2 LLC
227	0110-111-01	MATLOCK, THOMAS G & JUDITH L TRS
228	0110-111-02	1624 HOLT LLC
229	0110-111-03	1624 HOLT LLC
230	0110-111-06	GOODIN, R J FAMILY TRUST
231	0110-111-07	GOODIN, R J FAMILY TRUST
232	0110-111-08	GOODIN, R J FAMILY TRUST
233	0110-111-09	ROWLANDS PROPERTIES
234	0110-121-04	MATLOCK LIVING TRUST 1997 4-2-97
235	0110-072-25	UNITED STATES OF AMERICA
236	1009-493-11	4480 HOLT BLVD MONTCLAIR LLC KZMB LLC
237	1010-611-12	HBL FAMILY LLC
238	1011-052-15	SOUTHEAST STATESBORO LLC
239	1012-071-03	RFA MONTCLAIR LP
240	0110-061-23	PAMA IV PROPERTIES LP
241	0110-091-45	ONTARIO AIRPORT CORPORATE PARK OWNER

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Item No.	Contract No.	Principals & Agents	Subcontractors
12	CTO 59-03 C14086 / 00-1000940	WSP USA, Inc. <i>(formerly Parsons Brinckerhoff)</i> <i>Jason Majzoub</i>	Anderson Penna Arellano Associates BRG Consulting, Inc. Epic Land Solutions JoAnna Capelle Leighton Consulting, Inc. MK Consulting Pacific Railway Enterprises Patricia Voorhies Simon Wong Engineering Twining, Inc. Wilson & Company
14	APN 0169- 281-67 APN 0169- 281-64	Redlands Railway District, LLC <i>Donald Berry</i>	None
15	16-1001524	Creative Housing Associates, LLC <i>Empire Yards, LLC.</i>	None
18B	APN 0252-161-65	Golden Harvest Investments, LLC <i>Evan Kwok</i>	None
18C	APN 0253-203-38	Irfan Nazir	None
18D	APN 0253-203-36	The Hector L. Mojica and Josefina Z. Mojica Living Trust <i>Hector L. Mojica</i> <i>Josefina Z. Mojica</i>	None
18E	APN 0253-205-24	Apostolic Assembly of the Faith in Christ Jesus <i>Yvette Cristobal</i>	None
18F	APNs 0253-205-26 0253-205-27	Francisco Javier Cesena Sanchez	None
18G	APN 0253-205-25	George M. and Alice A. Gomez Revocable Trust <i>George M. Gomez</i> <i>Alice A. Gomez</i>	None
18H	APN 0253-205-28	Gregorio Cota Maria Cota	None



## Board of Directors Agenda Item

January 6, 2021

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18I	APN 0253-205-21	Victor M. Del Rio Maria H. Del Rio	None
18J	APN 0253-241-07	Secure RV Storage, Inc. <i>James P. Karas</i>	None
23	21-1002452	HNTB Corporation <i>Kevin Haboian and Ian Choudri</i>	Safework, Inc. KKCS Lea+Elliott RailPros Towill, Inc. Leighton Consulting, Inc. Epic Land Solutions, Inc. Monument GCAP Services, Inc.

***Financial Impact:***

This item has no direct impact on the budget.

***Reviewed By:***

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

***Responsible Staff:***

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** January 6, 2021

***Subject:***

November 2020 Procurement Report

***Recommendation:***

Receive the November 2020 Procurement Report.

***Background:***

The Board of Directors (Board) adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on June 3, 2020. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000, and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not-to-exceed \$25,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the purchase order amount up to 10% of the original CTO value, not-to-exceed \$100,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board further authorized General Counsel to award and execute legal services contracts up to \$100,000, with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board. A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Directors and/or General Counsel during the month of November 2020 are presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

***Reviewed By:***

This item was received by the General Policy Committee on December 9, 2020.

***Responsible Staff:***

Beatriz Valdez, Director of Special Projects/Strategic Initiatives

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

**Attachment A****November Contract Actions****New Contracts Executed:**

<b>Contract No.</b>	<b>Description of Specific Services</b>	<b>Vendor Name</b>	<b>Dollar Amount</b>
21-1002495	Outside Legal Advisement Services for Refinancing TIFIA Loan	Orrick, Herrington & Sutcliff	\$85,000.00
19-1002074	Stormwater Treatment Device and Control Measure Access and Maintenance Agreement	City of San Bernardino	\$0.00

## Attachment A

### November Amendment Actions

#### Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
16-1001479 Amendment 1	Amended Funding Summary to reflect programming of Federal Surface Transportation Program funds. Project: Cooperative Agreement for the Project Approval and Environmental Document; Plans, Specifications, and Estimates; and Right-of-Way phases for the Interstate 215 University Parkway Interchange.	California Department of Transportation	Original \$0.00	\$0.00	\$0.00

Attachment: November Procurement Report Attachment A (7293 : November 2020 Procurement Report)

## Attachment A

### November Contract Task Order Actions

**Contract Task Order (CTO) Executed:**

<b>Contract No. &amp; CTO No.</b>	<b>Description of CTO</b>	<b>Vendor Name</b>	<b>Contract Amount</b>	<b>Previously Issued CTOs</b>	<b>Dollar Amount of CTO</b>
19-1002000 CTO 16	Public Outreach for West Valley Connector.	Costin Public Outreach	\$6,000,000.00	Various CTOs not including CTO 16 Totaling \$4,444,017.00	Total \$22,000.00
19-1002000 CTO 19	Public Outreach for Cucamonga Canyon.	Costin Public Outreach	\$6,000,000.00	Various CTOs not including CTO 19 Totaling \$4,642,037.00	Total \$26,980.00
19-1002000 CTO 20	Public Outreach for Lytle Creek.	Costin Public Outreach	\$6,000,000.00	Various CTOs not including CTO 20 Totaling \$4,642,037.00	Total \$26,980.00
21-1002475 CTO 1	Temporary Staffing for Finance.	CathyJon Enterprises dba HB Staffing	\$1,000,000.00 Shared with AtWork Personnel (20-1002438)		Total \$16,000.00

Attachment: November Procurement Report Attachment A (7293 : November 2020 Procurement Report)

## Attachment A

### November Contract Task Order Actions

Contingency Released:

Contract No. & Contingency No.	Reason for Contingency Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Contingency Amendment	Amended Contract Total
None					

Attachment: November Procurement Report Attachment A (7293 : November 2020 Procurement Report)

## Attachment A

### November Purchase Order Actions

#### Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4002096	11/5/2020	County of San Bernardino Information Services	San Bernardino County Aerial Imagery for GIS	\$7,500.00
4002099	11/17/2020	Southern California Association of Governments	Due Assessment for Fiscal Year 2020/2021 (80%) Option	\$20,000.00

Attachment: November Procurement Report Attachment A (7293 : November 2020 Procurement Report)

## Attachment A

### November Purchase Order Amendment Actions

#### Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
None					

Attachment: November Procurement Report Attachment A (7293 : November 2020 Procurement Report)



## Attachment B

### November RFP's and IFB's

#### Release of RFP's and IFB's

Release Date	RFP/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
11/18/2020	RFP 21-1002466	\$540,000.00	March 2021	Comprehensive Pedestrian Sidewalk Connectivity Plan – Phase II
11/18/2020	RFI 21-1002519	\$0.00	No award for information only.	Approach to Hydrogen Supply, Storage and Fueling for a Hydrogen-Battery Hybrid Zero Emission Multiple Unit Rail Vehicle

## ***Minute Action***

### AGENDA ITEM: 3

***Date: January 6, 2021***

***Subject:***

Budget to Actual Report for First Quarter Ending September 30, 2020

***Recommendation:***

Receive and file Budget to Actual Report for the first quarter ending September 30, 2020.

***Background:***

The Fiscal Year 2020/2021 Budget for new activity was adopted by the Board of Directors on June 3, 2020. Budgetary information includes the original and revised budgets and expenditures as of September 30, 2020.

The report is broken out by Fund group and provides a percentage of the budget received or expended through September 30, 2020.

The following is an explanation for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures or program activities.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund. The amount is negative due to accrual reversals that have been higher than actual reimbursements thus far.
2. Operating transfers out are from cash transfers within the General Fund to fund the Indirect Cost Fund.

Federal Highway Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

### Federal Transit Administration Fund

#### A. Revenues:

1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

### State Highway Fund

#### A. Revenues:

1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis.
2. Investment earnings are normally not budgeted.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

### Proposition 1B Fund

#### A. Revenues:

1. The revenue recognition for most Proposition 1B funds is when expenditures are incurred since the funds are received in advance.
2. Investment earnings are higher than budgeted due to investing idle funds.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

### Local Transportation Fund (LTF)

#### A. Revenues:

1. LTF revenue is low since July and August receipts pertain to the prior fiscal year.
2. Investment earnings are negative due to the prior year accrual reversals have been higher than actual earnings thus far this year.

#### B. Expenditures:

1. Expenditures to date represent claims received and paid.

#### C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund administrative, planning and transit activities, and transit projects. These transfers are based on a reimbursement basis.

### State Transit Assistance Fund (STAF)

#### A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
2. Investment earnings are negative due to the prior year accrual reversals have been higher than actual earnings thus far this year.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of claims.

#### C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund transit activities which are based on a reimbursement basis. The amount is negative due to accrual reversals that have been higher than actual reimbursements thus far.

### Senate Bill 1

#### A. Revenues:

1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

### Measure I 1990-2010 Fund

#### A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.
2. Investment earnings are negative due to prior year accrual reversals that have been higher than actual earnings thus far this year.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

### Measure I 2010-2040 Fund

#### A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Investment earnings are negative due to prior year accrual reversals that have been higher than actual earnings thus far this year.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Fund Administration program are encumbered to ensure they are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and Debt Service Fund to cover debt service expenditures.

Debt Service Fund

A. Revenues:

1. Investment earnings are not budgeted.

B. Expenditures:

1. No major variances.

C. Other Financing Sources:

1. Transfers in represent cash transfer from the Measure I funds to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most projects are funded on a reimbursement basis.
2. Investment earnings are negative due to prior year accrual reversals that have been higher than actual earnings thus far this year.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in/out represent cash transfers resulting from transfers within the capital projects funds.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for collections of revenues fluctuates as most of the state grants are on a reimbursement basis.
2. Investment earnings are negative due to prior year accrual reversals that have been higher than actual earnings thus far this year.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Expenditures are negative due to accrual reversals that have been higher than actual reimbursements thus far.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to fund the Indirect Cost Fund.

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Council of Governments Fund

A. Revenues:

1. The timing of collection of revenues fluctuates as this program is mostly funded on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of program activities.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to fund the Indirect Cost Fund.

***Financial Impact:***

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item was received by the General Policy Committee on December 9, 2020.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

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San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**Fiscal Year 2020-2021**  
**First Quarter Budget to Actual Report**  
**June 30, 2021**

	2020-2021 Original Budget	Amendments	2020-2021 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>GENERAL FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	1,439,000	-	1,439,000	163,145	-	1,275,855	88.66%
Charges for Services	564,809	-	564,809	220,856	-	343,953	60.90%
Investment Earnings	97,350	-	97,350	849,270	-	(751,920)	-772.39%
Miscellaneous	-	-	-	489	-	(489)	0.00%
Total Revenues	2,101,159	-	2,101,159	1,233,760	-	867,399	41.28%
<b>Expenditures</b>							
General Government	11,303,436	-	11,303,436	1,790,498	623,808	8,889,130	78.64%
Regional & Subregional Planning	1,069,939	-	1,069,939	125,682	-	944,257	88.25%
Transit	38,447,195	(31,910)	38,415,285	2,701,396	574,125	35,139,764	91.47%
Project Delivery	21,855	-	21,855	-	-	21,855	100.00%
Fund Administration	776,248	-	776,248	114,374	5,820	656,054	84.52%
Total Expenditures	51,618,673	(31,910)	51,586,763	4,731,950	1,203,753	45,651,060	88.49%
<b>Other Financing Sources</b>							
Transfers in	48,255,647	-	48,255,647	(1,991,557)	-	50,247,204	104.13%
Transfers out	(4,757,601)	-	(4,757,601)	(1,184,222)	-	(3,573,379)	75.11%
Total Other Financing Sources	43,498,046	-	43,498,046	(3,175,779)	-	46,673,825	107.30%
Revenues Over (Under) Expenditures	(6,019,468)	31,910	(5,987,558)	(6,673,969)	(1,203,753)	1,890,164	

Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.

**FEDERAL HIGHWAY FUND**

<b>Revenues</b>							
Intergovernmental	137,566,070	-	137,566,070	122,492	-	137,443,578	99.91%
Total Revenues	137,566,070	-	137,566,070	122,492	-	137,443,578	99.91%
<b>Expenditures</b>							
Commuter and Motorist Assistance	1,089,024	-	1,089,024	102,546	13,454	973,024	89.35%
Project Delivery	158,477,046	-	158,477,046	5,873,716	2,393	152,600,937	96.29%
Total Expenditures	159,566,070	-	159,566,070	5,976,262	15,847	153,573,961	96.24%
<b>Other Financing Sources</b>							
Transfers in	22,000,000	-	22,000,000	66,992	-	21,933,008	99.70%
Transfers out	-	-	-	(1,600)	-	(1,600)	0.00%
Total Other Financing Sources	22,000,000	-	22,000,000	65,392	-	21,931,408	0.00%
Revenues Over (Under) Expenditures	-	-	-	(5,788,378)	(15,847)	5,801,025	

**FEDERAL TRANSIT ADMINISTRATION FUND**

<b>Revenues</b>							
Intergovernmental	41,652,319	-	41,652,319	-	-	41,652,319	100.00%
Total Revenues	41,652,319	-	41,652,319	-	-	41,652,319	100.00%
<b>Expenditures</b>							
Transit	41,652,319	-	41,652,319	2,432,755	29,656	39,189,908	94.09%
Total Expenditures	41,652,319	-	41,652,319	2,432,755	29,656	39,189,908	94.09%
Revenues Over (Under) Expenditures	-	-	-	(2,432,755)	(29,656)	2,462,411	

**STATE HIGHWAY FUND**

<b>Revenues</b>							
Intergovernmental	95,713,255	-	95,713,255	-	-	95,713,255	100.00%
Total Revenues	95,713,255	-	95,713,255	-	-	95,713,255	100.00%
<b>Expenditures</b>							
General Government	4,178	-	4,178	470	-	3,708	88.75%
Regional & Subregional Planning	331,366	-	331,366	1,952	-	329,414	99.41%
Transit	15,783,255	-	15,783,255	805,123	-	14,978,132	94.90%
Project Delivery	78,862,000	-	78,862,000	3,876,502	-	74,985,498	95.08%
Fund Administration	732,456	-	732,456	121,831	-	610,625	83.37%
Total Expenditures	95,713,255	-	95,713,255	4,805,878	-	90,907,377	94.98%
<b>Other Financing Sources</b>							
Transfers in	-	-	-	173,737	-	(173,737)	0.00%
Total Other Financing Sources	-	-	-	173,737	-	(173,737)	0.00%
Revenues Over (Under) Expenditures	-	-	-	(4,632,141)	-	4,805,878	

Attachment: Budget to Actual 1st Qtr 2021 (7285 : Budget to Actual Report - 1st Qtr 2020/2021)

**Fiscal Year 2020-2021**  
**First Quarter Budget to Actual Report**  
**June 30, 2021**

	2020-2021 Original Budget	Amendments	2020-2021 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>PROPOSITION 1B FUND</b>							
<b>Revenues</b>							
Intergovernmental	2,810,000	-	2,810,000	-	-	2,810,000	100.00%
Investment Earnings	8,000	-	8,000	72,984	-	(64,984)	-812.30%
Total Revenues	2,818,000	-	2,818,000	72,984	-	2,745,016	97.41%
<b>Expenditures</b>							
Transit	8,461,783	-	8,461,783	813,400	-	7,648,383	90.39%
Project Delivery	2,810,000	-	2,810,000	265,549	-	2,544,451	90.55%
Total Expenditures	11,271,783	-	11,271,783	1,078,949	-	10,192,834	90.43%
Revenues Over (Under) Expenditures	(8,453,783)	-	(8,453,783)	(1,005,965)	-	(7,447,818)	
<b>LOCAL TRANSPORTATION FUND</b>							
<b>Revenues</b>							
Sales Tax-LTF	83,771,793	-	83,771,793	9,077,743	-	74,694,050	89.16%
Investment Earnings	1,200,000	-	1,200,000	(1,480,236)	-	2,680,236	223.35%
Total Revenues	84,971,793	-	84,971,793	7,597,507	-	77,374,286	91.06%
<b>Expenditures</b>							
Transit	91,100,000	(44,180)	91,055,820	33,526,438	-	57,529,382	63.18%
Total Expenditures	91,100,000	(44,180)	91,055,820	33,526,438	-	57,529,382	63.18%
<b>Other Financing Sources</b>							
Transfers out	(25,334,420)	-	(25,334,420)	(2,342,509)	-	(22,991,911)	90.75%
Total Other Financing Sources	(25,334,420)	-	(25,334,420)	(2,342,509)	-	(22,991,911)	90.75%
Revenues Over (Under) Expenditures	(31,462,627)	44,180	(31,418,447)	(28,271,440)	-	(3,147,007)	
<b>STATE TRANSIT ASSISTANCE FUND</b>							
<b>Revenues</b>							
Intergovernmental	26,091,386	-	26,091,386	-	-	26,091,386	100.00%
Investment Earnings	845,000	-	845,000	(1,471,471)	-	2,316,471	274.14%
Total Revenues	26,936,386	-	26,936,386	(1,471,471)	-	28,407,857	105.46%
<b>Expenditures</b>							
Transit	22,480,112	-	22,480,112	4,875,299	-	17,604,813	78.31%
Total Expenditures	22,480,112	-	22,480,112	4,875,299	-	17,604,813	78.31%
<b>Other Financing Sources</b>							
Transfers out	(15,849,969)	-	(15,849,969)	6,101,881	-	(21,951,850)	138.50%
Total Other Financing Sources	(15,849,969)	-	(15,849,969)	6,101,881	-	(21,951,850)	138.50%
Revenues Over (Under) Expenditures	(11,393,695)	-	(11,393,695)	(244,889)	-	(11,148,806)	
<b>SENATE BILL 1 Fund</b>							
<b>Revenues</b>							
Intergovernmental	106,345,422	-	106,345,422	-	-	106,345,422	100.00%
Total Revenues	106,345,422	-	106,345,422	-	-	106,345,422	100.00%
<b>Expenditures</b>							
Commuter and Motorist Assistance	996,271	-	996,271	118,945	-	877,326	11.94%
Transit	31,803,855	-	31,803,855	3,054,482	-	28,749,373	90.40%
Major Project Delivery	72,445,000	-	72,445,000	2,946,616	-	69,498,384	4.07%
Total Expenditures	105,245,126	-	105,245,126	6,120,043	-	99,125,083	94.18%
<b>Other Financing Sources</b>							
Transfers out	-	-	-	(239,130)	-	(239,130)	0.00%
Total Other Financing Sources	-	-	-	(239,130)	-	239,130	0.00%
Revenues Over (Under) Expenditures	1,100,296	-	1,100,296	(6,359,173)	-	7,459,469	

Attachment: Budget to Actual 1st Qtr 2021 (7285 : Budget to Actual Report - 1st Qtr 2020/2021)



**Fiscal Year 2020-2021**  
**First Quarter Budget to Actual Report**  
**June 30, 2021**

	2020-2021 Original Budget	Amendments	2020-2021 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>MEASURE I 1990-2010 FUND</b>							
<b>Revenues</b>							
Investment Earnings	30,000	-	30,000	(81,359)	-	111,359	371.20%
Total Revenues	30,000	-	30,000	(81,359)	-	111,359	371.20%
<b>Expenditures</b>							
Environment and Energy Conservation	335,000	-	335,000	1,163	13,644	320,193	95.58%
Commuter and Motorist Assistance	200,000	-	200,000	24,650	-	175,350	87.68%
Project Delivery	4,601,146	-	4,601,146	6,709	-	4,594,437	99.85%
Total Expenditures	5,136,146	-	5,136,146	32,522	13,644	5,089,980	99.10%
Revenues Over (Under) Expenditures	(5,106,146)	-	(5,106,146)	(113,881)	(13,644)	(4,978,621)	
<b>MEASURE I 2010-2040 FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	141,341,488	-	141,341,488	16,151,352	-	125,190,136	88.57%
Intergovernmental	1,119,512	-	1,119,512	-	-	1,119,512	100.00%
Investment Earnings	2,445,750	-	2,445,750	(3,852,969)	-	6,298,719	257.54%
Total Revenues	144,906,750	-	144,906,750	12,298,383	-	132,608,367	91.51%
<b>Expenditures</b>							
General Government	1,279,230	-	1,279,230	154,284	6,835	1,118,111	87.41%
Environment and Energy Conservation	214,283	-	214,283	44,745	-	169,538	79.12%
Commuter and Motorist Assistance	712,109	-	712,109	(10,965)	4,525	718,549	100.90%
Regional & Subregional Planning	1,245,121	-	1,245,121	59,174	13,200	1,172,747	94.19%
Transit	60,408,437	-	60,408,437	165,380	56,772	60,186,285	99.63%
Project Delivery	100,124,988	-	100,124,988	3,432,601	711,532	95,980,855	95.86%
Fund Administration	117,639,725	-	117,639,725	5,217,714	4,758,500	107,663,511	91.52%
Total Expenditures	281,623,893	-	281,623,893	9,062,933	5,551,364	267,009,596	94.81%
<b>Other Financing Sources</b>							
Transfers in	20,715	-	20,715	-	-	20,715	100.00%
Transfers out	(25,969,814)	-	(25,969,814)	(3,798,444)	-	(22,171,370)	85.37%
Total Other Financing Sources	(25,949,099)	-	(25,949,099)	(3,798,444)	-	(22,150,655)	85.36%
Revenues Over (Under) Expenditures	(162,666,242)	-	(162,666,242)	(562,994)	(5,551,364)	(156,551,884)	
Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.							
<b>DEBT SERVICE FUND</b>							
<b>Revenues</b>							
Investment Earnings	-	-	-	89	-	(89)	0.00%
Total Revenues	-	-	-	89	-	(89)	0.00%
<b>Expenditures</b>							
Debt Service	13,043,300	-	13,043,300	4,292,100	-	8,751,200	67.09%
Total Expenditures	13,043,300	-	13,043,300	4,292,100	-	8,751,200	67.09%
<b>Other Financing Sources</b>							
Operating Transfers In	13,043,300	-	13,043,300	3,339,016	-	9,704,284	74.40%
Operating Transfers Out	-	-	-	-	-	-	0.00%
Total Other Financing Sources	13,043,300	-	13,043,300	3,339,016	-	9,704,284	74.40%
Revenues Over (Under) Expenditures	-	-	-	(952,995)	-	952,995	
<b>CAPITAL PROJECTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	50,523,822	-	50,523,822	112,731	-	50,411,091	99.78%
Investment Earnings	140,600	-	140,600	(143,605)	-	284,205	202.14%
Miscellaneous	12,136,525	-	12,136,525	-	-	12,136,525	100.00%
Total Revenues	62,800,947	-	62,800,947	(30,874)	-	62,831,821	100.05%
<b>Expenditures</b>							
Environment and Energy Conservation	1,120,000	-	1,120,000	-	-	1,120,000	100.00%
Commuter and Motorist Assistance	497,399	-	497,399	14,923	-	482,476	97.00%
Regional & Subregional Planning	275,000	-	275,000	(20,000)	-	295,000	107.27%
Transit	19,021,144	31,910	19,053,054	179,012	-	18,874,042	99.06%
Project Delivery	50,551,960	-	50,551,960	1,917,639	21,424	48,612,897	96.16%
Fund Administration	302,128	-	302,128	-	-	302,128	100.00%
Total Expenditures	71,767,631	31,910	71,799,541	2,091,574	21,424	69,686,543	97.06%
<b>Other Financing Sources</b>							
Operating Transfers in	11,088,799	-	11,088,799	540,886	-	10,547,913	95.12%
Operating Transfers out	(22,000,000)	-	(22,000,000)	(535,645)	-	(21,464,355)	97.57%
Total Other Financing Sources	(10,911,201)	-	(10,911,201)	5,241	-	(10,916,442)	0.00%
Revenues Over (Under) Expenditures	(19,877,885)	(31,910)	(19,909,795)	(2,117,207)	(21,424)	(17,771,164)	

Attachment: Budget to Actual 1st Qtr 2021 (7285 : Budget to Actual Report - 1st Qtr 2020/2021)

**Fiscal Year 2020-2021**  
**First Quarter Budget to Actual Report**  
**June 30, 2021**

	2020-2021		2020-2021	Actual Revenues			% of Budget
	Original		Revised	& Expenditures			
	Budget	Amendments	Budget	to Date	Encumbrances	Balance	Remaining
<b>NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	5,392,310	-	5,392,310	-	-	5,392,310	100.00%
Charges for Services	12,000	-	12,000	-	-	12,000	100.00%
Investment Earnings	50,000	-	50,000	(31,938)	-	81,938	163.88%
Total Revenues	5,454,310	-	5,454,310	(31,938)	-	5,486,248	100.59%
<b>Expenditures</b>							
General Government	108,514	-	108,514	16,800	1,000	90,714	83.60%
Environment and Energy Conservation	12,000	-	12,000	(16,281)	22,359	5,923	49.35%
Commuter and Motorist Assistance	4,150,579	-	4,150,579	658,384	100,647	3,391,548	81.71%
Regional & Subregional Planning	801,130	-	801,130	(35,700)	-	836,830	104.46%
Transit	3,106,542	44,180	3,150,722	(3,526)	3,154,247	1	0.00%
Total Expenditures	8,178,765	44,180	8,222,945	619,676	3,278,253	4,325,016	52.60%
<b>Other Financing Sources</b>							
Transfers out	(322,588)	-	(322,588)	(85,888)	-	(236,700)	73.38%
Total Other Financing Sources	(322,588)	-	(322,588)	(85,888)	-	(236,700)	73.38%
Revenues Over (Under) Expenditures	(3,047,043)	(44,180)	(3,091,223)	(737,502)	(3,278,253)	924,531	
<b>COUNCIL OF GOVERNMENTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	21,325	-	21,325	-	-	21,325	100.00%
Special Assessments	257,539	-	257,539	-	-	257,539	100.00%
Investment Earnings	12,200	-	12,200	(19,193)	-	31,393	257.32%
Miscellaneous	229,190	-	229,190	26,143	-	203,047	88.59%
Total Revenues	520,254	-	520,254	6,951	-	513,303	98.66%
<b>Expenditures</b>							
General Government	802,409	-	802,409	58,755	-	743,654	92.68%
Environment and Energy Conservation	347,616	-	347,616	(10,729)	72,500	285,845	82.23%
Regional & Subregional Planning	20,588	-	20,588	-	-	20,588	100.00%
Total Expenditures	1,170,613	-	1,170,613	48,025	72,500	1,050,088	89.70%
<b>Other Financing Sources</b>							
Transfers out	(174,069)	-	(174,069)	(43,517)	-	(130,552)	75.00%
Total Other Financing Sources	(174,069)	-	(174,069)	(43,517)	-	(130,552)	75.00%
Revenues Over (Under) Expenditures	(824,428)	-	(824,428)	(84,592)	(72,500)	(667,337)	

Attachment: Budget to Actual 1st Qtr 2021 (7285 : Budget to Actual Report - 1st Qtr 2020/2021)

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** January 6, 2021

***Subject:***

Measure I Revenue Estimate for Fiscal Year 2021/2022 Allocation Planning

***Recommendation:***

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

Approve a Measure I 2010-2040 revenue estimate of \$186.0 million, for Fiscal Year 2021/2022 and the revenue distribution by subarea in Table 2, for purposes of allocation planning for Fiscal Year 2021/2022.

***Background:***

San Bernardino County Transportation Authority (SBCTA) staff is beginning the allocation planning process for Fiscal Year 2021/2022. The purpose of this process is to provide information to be used by both SBCTA and its member agencies in preparation of their capital budgets.

SBCTA staff must first develop an estimate of Measure I revenue by subarea and program for Fiscal Year 2021/2022. This agenda item requests approval of a Measure I revenue estimate for budgeting and allocation purposes for the next fiscal year. Staff is estimating a 29.3% increase in Measure I sales tax revenue, from the current year estimate of \$143.9 million, for an estimate of \$186.0 million for the Fiscal Year 2021/2022 Budget. The sales tax estimate is based on current economic trends provided from the sales tax consultant, which projects that the impact of the Covid-19 pandemic is not as extreme as was anticipated in the development of the Fiscal Year 2020/2021 Budget, but continues to remain uncertain. SBCTA staff continues to monitor the impact of the pandemic on sales tax revenue. If new information warrants change in the estimate, SBCTA staff will present an item to the General Policy Committee requesting approval of an updated sales tax estimate.

Distribution of Measure I revenues to subareas for Fiscal Year 2021/2022 is net of the administration fee of 1%. The net amount is allocated to subareas based on percentage of sales tax revenue generated by each area. Then, the amount of each subarea is further allocated based on the allocation described in the transportation expenditure plan as shown in Table 1.

**Table 1**

Valley Subarea

Freeway projects	29%
Freeway interchange projects	11%
Major street projects	17%
Local street projects	20%
Metrolink/rail service	8%
Senior and disabled transit service	8%
Express bus/bus rapid transit service	5%
Traffic management systems	2%

Mountain/Desert Subareas excluding Victor Valley

Local street projects	68%
Major local highway projects	25%
Senior and disabled transit service	5%
Traffic management systems	2%

Victor Valley Subareas

Local street projects	67%
Major local highway projects	25%
Senior and disabled transit service	6%
Traffic management systems	2%

The distribution of the estimated Fiscal Year 2021/2022 Measure I revenue of \$184.14 million (\$186.0 million less 1% for administration), is provided in Table 2.

**Table 2**

**Estimate of Measure I Revenue by Subarea  
For Fiscal Year 2021/2022**

<b>Subarea</b>	<b>Estimated Revenues (In Thousands)</b>	<b>Percentage of Total Subarea</b>
Cajon Pass *	\$ 5,272,167	2.8%
Valley	149,843,408	81.4%
Victor Valley	20,623,326	11.2%
Colorado River	424,742	0.2%
Morongo Basin	2,666,770	1.5%
Mountain	2,411,367	1.3%
North Desert	2,898,220	1.6%
Total Subarea	<u>\$ 184,140,000</u>	<u>100%</u>

\* Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

The numbers in Table 2 represent estimates for apportionment/allocation planning purposes only. Each subarea will receive the actual revenue collected according to the provisions of the Measure I 2010-2040 Expenditure Plan. Current trends indicate slow growth, and may result in actual distributions that are different than displayed in Table 2.

San Bernardino County Transportation Authority

Board of Directors Agenda Item  
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***Financial Impact:***

This item imposes no impact on the Fiscal Year 2020/2021 Budget. It will be utilized in the Measure I revenue estimate for the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 9, 2020.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 5

***Date:*** January 6, 2021

***Subject:***

Fiscal Year 2021/2022 Budget Schedule

***Recommendation:***

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

Approve the Fiscal Year 2021/2022 Budget Schedule.

***Background:***

The preparation of the Fiscal Year 2021/2022 Budget requires a schedule for development, consideration and adoption of the final budget appropriations. The General Policy Committee is primarily responsible for policy input for the development and review of the budget. Other policy committees are also scheduled to consider proposed tasks under their review.

A full Board of Directors Budget Workshop will be scheduled in conjunction with the May 2021 Board of Directors meeting for consideration of the proposed budget. Final budget adoption for Fiscal Year 2021/2022 is scheduled for the June 2021 Board of Directors meeting. The attached schedule is similar to the prior year.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 9, 2020.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

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*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

## Budget Schedule Fiscal Year 2021/2022

<u>DATE</u>	<u>ACTIVITY</u>
December 9, 2020	General Policy Committee Review and Discussion of 2021/2022 Budget Schedule
January 6, 2021	Board Approval of 2021/2022 Budget Schedule
February 11, 2021	Metro Valley Study Session General Overview by Region
February 19, 2021	Mountain/Desert Committee General Overview by Region
March 10, 2021	General Policy Committee Review of Tasks
March 11, 2021	Metro Valley Study Session Review of Tasks
March 11, 2021	Transit Committee Review of Tasks
March 19, 2021	Mountain/Desert Committee Review of Tasks
April 14, 2021	General Policy Committee Further Review of Tasks, if Required
April 15, 2021	Metro Valley Study Session Further Review of Tasks, if Required
April 15, 2021	Transit Committee Further Review of Tasks, if Required
April 16, 2021	Mountain/Desert Committee Further Review of Tasks, if Required
May 5, 2021	Budget Presentation and Workshop of the Proposed Budget in Conjunction with Board of Directors' Meeting Adoption of the Council of Governments' Fiscal Year 2021/2022 Budget
June 2, 2021	Public hearing on SBCTA's recommended budget for Fiscal Year 2021/2022 and Board of Directors Adoption of the SBCTA Fiscal Year 2021/2022 Budget

## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** January 6, 2021

***Subject:***

Board Presidential Appointments

***Recommendation:***

Receive and file the following Board President appointments:

- A. Note the Presidential appointment of Mayor Darcy McNaboe, City of Grand Terrace, and Council Member Art Bishop, Town of Apple Valley, to serve on the San Bernardino County Transportation Authority (SBCTA) Equity Ad Hoc Committee; and note the vacancy for one County Supervisor to serve on the SBCTA Equity Ad Hoc Committee.
- B. Note the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve as an alternate member on the Metro Gold Line Foothill Extension Construction Authority for a two-year term expiring December 31, 2022.
- C. Note the Presidential appointment of Supervisor Joe Baca Jr. and Supervisor Paul Cook to serve on the SBCTA I-10 and I-15 Corridor Joint Sub-Committee for a two-year term expiring on December 31, 2022.
- D. Note one subregional vacancy to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee.
- E. Note the vacancy for a Mountain/Desert Board Member to serve on the SBCTA Transit Committee.
- F. Note the vacancy for an alternate member to serve on the Gold Line Phase II Joint Powers Authority for a two-year term.

***Background:***

**Recommendation A:** This recommendation is to note the Presidential appointment of Mayor Darcy McNaboe, City of Grand Terrace, and Council Member Art Bishop, Town of Apple Valley, to serve on the San Bernardino County Transportation Authority (SBCTA) Equity Ad Hoc Committee as a representative of the East Valley and Mountain/Desert Subareas, respectively. This also notes the vacancy for one County Supervisor to serve on the SBCTA Equity Ad Hoc Committee. On October 7, 2020, the Board approved the establishment of this ad hoc committee, to be composed of seven board members appointed by the Board President. The Equity Ad Hoc Committee will look broadly at equity and inequity region-wide both within the practices, policies and projects of SBCTA, as well as policies and issues facing SBCOG's member agencies.

**Recommendation B:** This recommendation is to note the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve as the alternate member on the Metro Gold Line Foothill Extension Construction Authority (Authority) for a two-year term expiring on December 31, 2022. The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. Members receive a stipend of \$150 for each day spent on Authority business, not-to-exceed \$600 per month, paid by the Authority.

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*



**Recommendation C:** This recommendation is to note the Presidential appointment of the following members to serve on the SBCTA I-10 and I-15 Corridor Joint Sub-Committee for a two-year term expiring on December 31, 2022: Supervisor Joe Baca Jr., and Supervisor Paul Cook. SBCTA Policy No. 10008 authorizes the SBCTA President to make appointments to this policy committee.

**Recommendation D:** This recommendation is to note the vacancy for a member of the Board to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee. Board policy states that appointees to SCAG Committees must be Board Members. However, should there not be a Primary Board Member able to serve, an Alternate Board Member may be appointed. The SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four Policy or Task Force meetings per month paid by SCAG.

**Recommendation E:** This is to note one vacancy for a Mountain/Desert Board Member to serve on the SBCTA Transit Committee. The SBCTA President is authorized to appoint members to the Transit Committee. The Transit Committee meets at 9:00 AM on the second Thursday of each month. The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors and our Southern California Regional Rail Authority (SCRRA) delegates with respect to rail and transit service.

**Recommendation F:** This is to note the vacancy of an alternate member to serve on the Gold Line Phase II Joint Powers Authority (JPA) for a two-year term. The Gold Line Phase II JPA is formed by the 14 cities along the Gold Line route and SBCTA. It is the forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members of the Gold Line Phase II JPA receive a stipend of \$150.00 paid by the Gold Line Phase II JPA. This appointment is by approval of the Board of Directors.

Board members interested in an appointment should notify the SBCTA President or Marleana Roman, Clerk of the Board, at [mrroman@gosbcta.com](mailto:mrroman@gosbcta.com). A listing of SBCTA Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership are included in the appendix of the SBCTA Board of Directors agenda.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This agenda item is presented to apprise the Board of the recent Presidential appointments.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

Board of Directors Agenda Item  
January 6, 2021  
Page 3

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** January 6, 2021

***Subject:***

I-10 Corridor Contract 1 - Contract Amendments and Funding Updates

***Recommendation:***

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

A. Approve Amendment No. 3 to Contract No. 16-1001530 with HNTB, Inc. for Project and Construction Management (PCM) services for the Interstate 10 Contract 1 Project (Project) in the amount of \$9,300,000, for a new not-to-exceed contract amount of \$61,294,950, and authorize the Executive Director, or his designee, to approve and execute the amendment contingent upon receipt of valid insurance certificates and after the California Department of Transportation's (Caltrans) approval of Exhibit 10-C Consultant Contract Reviewer Checklist.

B. Approve additional contingency for Contract No. 16-1001530, in the amount of \$3,000,000, for a total remaining contingency of \$4,005,050, and authorize the Department Director, or her designee, to release the contingency as required for the completion of the project up to the authorized contingency amount.

C. Approve Amendment No. 3 to Preliminary Engineering (PE) Cooperative Agreement No. 17-1001590 (08-1636 A/3) with Caltrans, reducing the State required funding by \$1,000,000, and reconciling the final funding plan for the Project PE Phase and authorize the Executive Director, or his designee, to execute the amendment.

D. Approve Amendment No. 3 to the Design-Build and Right-of-Way (ROW) Cooperative Agreement No. 17-1001736 (08-1645 A/3) and funding summary with Caltrans, increasing the funding by \$3,100,000, for construction related Caltrans Enhanced Oversight services for a total of \$21,000,000, increasing the ROW Capital by \$10,714,673, decreasing the funding for the Design-Build cooperative agreement by \$21,400,000, and reconciling PCM and construction costs for the final funding plan for the Project Design-Build and ROW Phases; and authorize the Executive Director, or his designee, to execute the amendment.

E. Approve the reduction of the contingency and allowances of the Project Design-Build Contract No. 17-1001599 with Lane-Security Paving Joint Venture, in the amount of \$21,400,000, for a total remaining amount of \$52,179,425.

***Background:***

The Interstate 10 (I-10) Corridor Contract 1 Project (Project), San Bernardino County Transportation Authority's (SBCTA) first Design-Build (DB) Express Lane project, managed by a combination of in-house staff, consultants, and California Department of Transportation (Caltrans) team members, is nearing the completion of the design, and is under construction. Due to the magnitude and financing of the Project, financial reporting is required to both the Federal Highway Administration (FHWA) and the US Department of Transportation (USDOT). FHWA has designated the Project as a Major Project, with an alternative delivery method employed. As such, SBCTA is required to annually update the Project's financial plan for issuance to FHWA for review and approval. In addition, monthly reporting to USDOT is required as part of our Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. SBCTA makes minor internal adjustments to the Project funding plan that do not impact contract

*Entity: San Bernardino County Transportation Authority*

values or total Project funding in these annual updates. However, to fully update and reconcile the Project costs, it is necessary for the SBCTA Board of Directors (Board) to make necessary contractual and financial adjustments. This item is intended to provide a comprehensive Project cost update and an explanation of recommended budget refinements to successfully complete the Project. Collectively, these recommended Board actions will result in a net-zero change to the programmed amount of \$929.1 million. The information in this item was shared with the I-10 and Interstate 15 (I-15) Joint Sub-Committee on October 15, 2020, who unanimously moved to bring an item forward to the Board for consideration.

TABLE 1 – FUNDING PLAN

	Current Budget	Estimate to Complete	Increase/Decrease
Program Management	\$ 15,625,530	\$ 12,625,530	\$ (3,000,000)
Prelim Eng. And Environmental	\$ 8,828,472	\$ 8,828,472	\$ -
Project Development	\$ 8,607,500	\$ 8,107,500	\$ (500,000)
Project Construction Management	\$ 51,994,950	\$ 61,294,950	\$ 9,300,000
Project Construction Management Contingency	\$ 1,005,050	\$ 4,005,050	\$ 3,000,000
Caltrans Support (PE)	\$ 1,400,000	\$ 400,000	\$ (1,000,000)
Caltrans Support (ROW/DB Construction)	\$ 17,900,000	\$ 21,000,000	\$ 3,100,000
Design Build Contract	\$ 672,900,000	\$ 672,900,000	\$ -
Design Build Contingency/Supplemental Work	\$ 73,265,930	\$ 51,865,930	\$ (21,400,000)
Toll Service Provider w/ Contingency	\$ 20,405,596	\$ 20,405,596	\$ -
ROW	\$ 46,000,000	\$ 56,500,000	\$ 10,500,000
Landscape Maintenance	\$ 4,200,000	\$ 4,200,000	\$ -
Financial Costs	\$ 6,964,000	\$ 6,964,000	\$ -
Total	\$ 929,097,028	\$ 929,097,028	\$ -
Net zero programmed amount change			

In summary, the cost increases are for the Project/Construction Management (PCM) contract and Caltrans Construction Enhanced Oversight and Right-of-Way (ROW) Capital. Detailed explanations for these increases are included below, but the primary reason for increases to the PCM contract and Caltrans agreements is due to the extended Project duration of the DB contract that was negotiated in 2018. The extension of the DB contract affects both PCM and Caltrans' resources because they are necessary for the duration of the DB contract. The third increase to the Project cost is associated with complex ROW acquisitions which were encountered, and the associated efforts necessary for a multitude of settlements. Part of the ROW includes utility relocations which have also sustained cost increases.

Other cost changes include savings in the areas of Project Management, Project Development, and Caltrans' Preliminary Engineering (PE) Phase. Since design is nearing completion, which reduces the risk of a major change significantly, staff proposes to reconcile the Project costs by using these savings along with reducing the DB contract contingency in lieu of requesting additional funding for the Project. To perform the reconciliation of the Project funding, three amendments and certain programming shifts are necessary. The first amendment needed is an increase in the contract value and duration of the HNTB, Inc. (HNTB) PCM contract. San Bernardino County Transportation Authority

Two amendments are needed with Caltrans: one amendment reduces the contract with Caltrans for PE by \$1 million, and the other amendment increases the DB support contract with Caltrans by \$3.1 million, for a net increase of \$2.1 million. Finally, shifts are needed in programming from items of work with balances remaining, to those in need of additional funds. The net change to the total Project funding is zero.

#### PCM Increase

HNTB is providing the PCM services under a contract that was approved by the Board in December 2016, for an amount not-to-exceed \$40 million, and a contingency of \$5 million. The PCM began development of the draft and final DB Request for Qualifications, Request for Proposals, and participated in the contract negotiations. The PCM contract was amended in May 2017, to include State-required compliance terms, and amended again in January 2018, to include additional support and funding required to manage the additional State Highway Operations and Protection Program (SHOPP) improvement projects, increasing the budget amount to \$48 million. As noted above, the PCM contract included a \$5 million contingency. Most of this contingency has been released to fund changes that have occurred to date. The major items that were funded by the contingency releases were the development and operating of the owner verification system and the additional staff and resources required with the extension of the DB contract procurement phase. After funding these required changes to date, the contract value is \$51,994,950, and the current contingency balance is approximately \$1,005,050. While the contract value is large relative to the professional contracts typically awarded by the Board, it is important to know that in 2016, staff negotiated to reduce HNTB's price proposal by eliminating redundant positions between the PCM and the DB as well as removing redundancy between the PCM and the Caltrans Enhanced Oversight staffing. This is clearly evident by the percentage comparison of PCM costs versus the construction cost which is 5.7%. By comparison, Riverside County Transportation Commission's I-15 and State Route 91 projects both are 21%, and Orange County Transportation Authority's Interstate 405 is 12.8%.

While the strategy to maintain budgets has been successful when compared to other agency costs for the same types of contracts, the budgets of both the PCM and Caltrans need to be increased due to schedule revisions and other unforeseen changes over the past four years. Please note, without an increase to the contract value it is estimated that the currently remaining budget is sufficient through at least summer 2022, a year before the planned Opening Date or "Go Live" date for the Express Lane facility.

With the DB contract approved and the design almost complete, a thorough understanding of the needs to manage the Project through completion has been developed. This requires additional PCM resources and an increase to the current budget from \$51,994,950, to \$61,294,950. When analyzing the percentage of PCM cost versus construction cost, the value is 8.7% of the construction costs, less than the average percentage as compared with other similar projects which were identified above as 21% and 12.8%. In addition, rather than increasing the PCM budget by \$12.3 million to assure that funding is sufficient, staff recommends that \$3 million is assigned as contingency to allow staff to better manage expenditures. Specifically, it is requested that the contingency be increased from the existing \$1,005,050, to \$4,005,050. The major items included in the increase are as follows:

- Increase in the duration of the Project by 190 days. This includes the additional management support required for the audit program and professional services throughout plant establishment.
  - \$4.16 million
- Addition of a Deputy Construction Manager is recommended for this \$700 million, 12-mile-long construction project in order to effectively manage construction efforts and the team.
  - \$1.6 million
- Addition of a Structures Manager. Caltrans was originally to provide the Structures Manager, but due to their increased workload and decreased staff availability, they have requested SBCTA provide this position under the PCM contract. The Structures Manager has been removed from the Caltrans budget.
  - \$1.5 million
- Additional ROW support and property management services. No full residential properties were going to be acquired originally, but through the ROW process, two full residential properties were acquired, and need to be managed until they are sold. In addition, complex ROW conditions have been encountered and staff anticipates that upcoming negotiations and settlements are expected to require additional funding for this effort.
  - \$590,000
- Additional Express Lane Support. Staff is recommending additional Express Lane support to assist SBCTA in organizational readiness for the opening of the Express Lanes to include a detailed implementation roadmap, which will include the activities necessary for a successful Go-Live of the Project in 2023.
  - \$450,000
- ROW maps, Records of Survey, and maps for the Express Lane lease agreement. The original scope did not include these tasks. Since that time, the Board has approved the terms of the Express Lane lease agreement. Funding this item allows SBCTA to honor its commitment.
  - \$1 million

#### Caltrans Increase/Decrease

The Board approved Cooperative Agreement No. 17-1001590 with Caltrans for PE in December 2016, which included \$13,588,650 in funding. In July 2017, the Board approved Cooperative Agreement No. 17-1001736 with Caltrans for ROW and DB staffing. The DB staff provides Enhanced Oversight as required by State statute. Cooperative Agreement No. 17-1001736 was amended in March 2018, to include additional State highway improvements, including pavement rehabilitation of the existing lanes and safety lighting work, to be funded separately by Caltrans, increasing the Enhanced Oversight to \$16,600,000. In June 2018, Cooperative Agreement No. 17-1001736 was amended a second time, reflecting additional field testing requirements related to the pavement rehabilitation work, increasing the funds to \$17,900,000 for Enhanced Oversight. Additional changes are now needed to fund cost

San Bernardino County Transportation Authority

increases for Caltrans support efforts related to Material Engineering and Testing Services (METS) work, the increased Project duration, and recent staffing changes. These increases to perform the Enhanced Oversight effort requires a budget increase from \$17,900,000, to \$21,000,000. The major items included in the increase are as follows:

- METS Work. The type of structure, precast girders, for the bridges was not prescribed in the DB contract but was selected for use by the Contractor. While precast girders have many benefits, they do require METS to inspect them where they are produced.
  - \$1.5 million
- Increase the contract duration by 190 days to align with the DB contract duration.
  - \$1.1 million
- Consultants vs. Caltrans Staff. Caltrans had originally planned on using their own staff to provide the Enhanced Oversight. However, due to their increased workload and decreased resource availability, consultants are needed to perform the Enhanced Oversight. While the cost increase stems from the higher consultant billing rates this budget includes savings associated with transferring the Structure Manager role to SBCTA as previously noted above.
  - \$500,000

#### ROW Increases

The ROW capital work, which encompasses the ROW acquisitions and utility relocations to accommodate the Project, has increased from the original cost estimates. The ROW acquisition budget was increased previously using administrative budget shifts that did not modify contract values nor require cooperative agreement amendments, shifting \$214,673 from other management categories previously approved within the funding plan. However, this agenda item is required to amend the cooperative agreements to reflect an increase of \$6,900,000, to ensure all properties are cleared successfully to prepare for construction. The major items generating this budget increase are as follows:

- The highway construction requirements affecting over 260 properties became fully defined as the final design progressed, leading to additional property acquisitions and required court costs for Resolutions of Necessity and legal proceedings.
- The relocation of a cell tower, two Lamar billboards, and several other property sign structures required more effort and cost to relocate than originally estimated.
- Changes in commercial land development zoning and property value increases led to higher acquisition costs than originally anticipated.
  - \$6.9 million

The utility relocation budget also requires an increase of \$3,600,000, to accommodate the Project and ensure utility relocations are completed successfully to prepare for construction. The major items generating this budget increase are as follows:

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- The construction requirements for 90 utility relocations became fully defined as final design progressed, leading to additional costs necessary to fund the utility relocation work for the Project.
- The utility cost liability, prior rights determination, and required construction contingencies are now more defined, and are higher than originally estimated.
- Additional legal support to finalize utility agreements, discuss prior rights determinations, and resolve agreement disputes.
  - \$3.6 million

With the design near completion, the risk of a major change has been reduced considerably. Given this, staff recommends that the funding planned for Program Management, Project Development, and the DB contract contingency be reduced as shown in Table 1, allowing Project budget shifts to accommodate the increases discussed in the amendments herein. The original contingency and allowances for DB Contract No. 17-1001599 with Lane-Security Joint Paving Venture was \$73,265,930, which still remains intact as of August 2020. It is recommended that the increase in costs discussed above be funded with a corresponding reduction in the DB contract contingency. The remaining DB contract contingency will be \$52,179,425, representing over 9% of the remaining DB contract work to complete, a reasonable amount to resolve unforeseen issues and successfully complete the Project.

Staff recommends approval of all items discussed herein.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Contract 1.

***Reviewed By:***

This item was reviewed and recommended for approval (16-0-1; Abstained: Wapner) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. The information in this agenda item was shared with the I-10 and I-15 Joint Sub-Committee on October 15, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:



Contract No:	<u>16-1001530</u>	Amendment No.:	<u>3</u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>01022</u>	Vendor Name:	<u>HNTB Corporation</u>
Description:	<u>I-10 Corridor Project and Construction Management (PCM) Consultant Services</u>		
List Any Related Contract Nos.:	<u>C08112 17-1001590</u>		

Dollar Amount							
Original Contract		\$	40,000,000.00	Original Contingency		\$	5,000,000.00
Prior Amendments		\$	11,994,950.00	Prior Amendments		\$	(3,994,950.00)
Current Amendment		\$	9,300,000.00	Current Amendment		\$	3,000,000.00
Total/Revised Contract Value		\$	61,294,950.00	Total Contingency Value		\$	4,005,050.00
	Total Dollar Authority (Contract Value and Contingency)					\$	65,300,000.00

Board of Directors	Date:	01/06/2021	Board	Item #	7294
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Other Contracts		Sole Source?	No	No Budget Adjustment
Federal/Local	Professional Services (Non-A&E)			

Estimated Start Date:	12/07/2016	Expiration Date:	12/31/2023	Revised Expiration Date:	NA
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NHS:	Yes	QMP/QAP:	N/A	Prevailing Wage:	Yes
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Total Contract Funding:                      Total Contingency:

Total Contract Funding:                      Total Contingency:

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	61,294,950.00	\$	4,005,050.00
GL:	2010	40	0820	0823	52005	42101018		STP DB		38,858,440.00	-	
GL:	2010	40	0820	0823	52005	42101018		STP TSP		2,136,733.00	-	
GL:	2550	40	0820	0823	52005	42205006		SHOPP		11,000,000.00	-	
GL:	2020	40	0820	0823	52005	42102027		CMAQ		3,561,450.00	-	
GL:	4110	40	0820	0823	52005	41100000		MSI Fwy		3,571,801.00		4,005,050.00
GL:	4120	40	0820	0823	52005	41100000		MSI IC		1,095,034.00	-	
GL:	4131	40	0820	0823	52005	41100000		MSI Arterial		780,432.00	-	
GL:	6010	40	0820	0823	52005	42414005		Montclair DIF		30,378.00	-	
GL:	6010	40	0820	0823	52005	42416005		Ontario DIF		156,872.00	-	
GL:	6010	40	0820	0823	52005	42416008		Ontario DIF		60,631.00	-	
GL:	6010	40	0820	0823	52005	42416004		Ontario DIF		13,711.00	-	
GL:	6010	40	0820	0823	52005	42432006		Upland DIF		20,567.00	-	
GL:	6010	40	0820	0823	52005	42432008		Upland DIF		8,901.00	-	

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Paula Beauchamp

Task Manager (Print Name)

Additional Notes:

## AMENDMENT NO.3 TO CONTRACT NO. 16-1001530

FOR

I-10 CORRIDOR (CONTRACT ONE) PROJECT MANAGEMENT CONSTRUCTION  
MANAGEMENT (PCM) SERVICES

(HNTB CORPORATION)

This Amendment No. 3 to Contract No. 16-1001530 is made by and between HNTB Corporation ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA") CONSULTANT and SBCTA are each a "Party" and collectively "Parties".

RECITALS:

- A. SBCTA under Contract No. 16-1001530 dated May 2, 2017 between the Parties engaged the services of CONSULTANT to provide project management construction management service for I-10 Corridor Contract One ("Contract"); and
- B. SBCTA and CONSULTANT amendment Contract No. 16-100153 with Amendment No.1 dated May 10, 2017, to add additional paragraphs to the Statement of Compliance and amend the Performance Period Article; and
- C. Amendment No. 2 dated January 5, 2018 to combine the separate State work that includes Roadway Rehabilitation along I-10 from Los Angeles County line to Interstate 15 (I-15) junction (EA 1H321) and install double- luminaire lighting, replace sign panels and install high mast lighting along I-10 in the city of Ontario from 0.2 mile west of 4<sup>th</sup> Street undercrossing to 0.2 miles east of I-15 JCT (EA 1F550) improvements as requested by CALTRANS for inclusion as part of the PROJECT and which are to be paid for solely by CALTRANS.
- D. On November 15, 2018, Contingency in the amount up \$86,500.00 was authorized to allow the CONSULTANT to provide potholing on Monte Vista Avenue.
- E. On May 4, 2019, Contingency in the amount up \$108,000.00 was authorized to allow the CONSULTANT to prepare Hazardous Materials Disclosure Document for ROW Certification.
- F. On November 21, 2019, Contingency in the amount up \$1,206,650.00 was authorized to allow the CONSULTANT to provide additional Owner Verification services.
- G. On November 20, 2019, Contingency in the amount up \$2,476,000.00 was authorized to allow the CONSULTANT to provide additional services for Phase 1 and Phase 2.

- H. On November 20, 2019, Contingency in the amount up \$117,800.00 was authorized to allow the CONSULTANT to develop a bench mark existing vibration concerns.
- I. SBCTA and CONSULTANT desire to increase the not to exceed amount of the contract to cover the cost for additional project duration, deputy construction manager and structure manager position, right of way and property management services and Express lane support service.

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

1. Section 5.1 of Article 5. Allowable Costs and Payments is amended in its entirety to read as follows:  
  
 "Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed Sixty-one million two hundred ninety four thousand nine hundred and fifty dollars (\$61,294,950) unless authorized by a contract amendment."
2. Except as amended by this Amendment No.3, all other provisions of the Contract and previous Amendment No. 1 and 2 shall remain in full force and effect and are incorporated herein by this reference.
3. The Amendment No. 3 is effective upon execution by SBCTA.

SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE PAGE FOR:

AMENDMENT NO.3 TO CONTRACT NO. 16-1001530  
 FOR  
 I-10 CORRIDOR (CONTRACT ONE) PROJECT MANAGEMENT CONSTRUCTION  
 MANAGEMENT (PCM) SERVICES  
 (HNTB CORPORATION)

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 3 below

**SAN BERNARDINO COUNTY  
 TRANSPORTATION AUTHORITY**

**HNTB CORPORATION**

By: \_\_\_\_\_  
 Raymond W. Wolfe  
 Executive Director

By: \_\_\_\_\_  
 Art Hadnett  
 West Division President

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Juanda Daniel  
 Assistant General Counsel

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

**CONCURRENCE:**

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

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

Attachment: 16-1001530-03 HNTB (7294 : I-10 Corridor Contract 1 Contract Amendments and Funding Updates)

## General Contract Information

Contract No: 17-1001590 Amendment No.: 3

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: Caltrans

Description: I-10 Corridor Preliminary Engineering (PE) Cooperative Agreement

List Any Related Contract Nos.: C08112,16-1001530 17-1001736

Dollar Amount							
Original Contract		\$	100,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	100,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	100,000.00

## Contract Authorization

Board of Directors Date: 01/06/2021 Board Item # 7294

## Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A N/A

MOU/COOP/JPA

## Accounts Payable

Estimated Start Date:		07/12/2017		Expiration Date:		12/31/2023		Revised Expiration Date:				
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		N/A		
								Total Contract Funding:		Total Contingency:		
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	100,000.00	\$	-
GL:	4110	40	0820	0823	52005	41100000		MSI Freeway Program		100,000.00		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-

Chad Costello

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Amendment 3 updates the STP amount of Caltrans self reimbursement. The \$100k reimbursement of Measure I to Caltrans remains the same.

Attachment: CSS 17-1001590-03 Caltrans Coop PE (7294 : I-10 Corridor Contract 1 Contract Amendments and Funding Updates)

Agreement 08-1636 A-3

EA 0C251

Project ID 0816000076

07-LA-10-44.9/48.3

08-SBD-10-0.0/13.0

SBCTA Agreement 17-1001590-03

**AMENDMENT NO. 3 TO AGREEMENT 08-1636  
FOR PRELIMINARY ENGINEERING WORK FOR THE INTERSTATE 10  
CORRIDOR CONTRACT 1 PROJECT**

This Amendment No. 3 (AMENDMENT) to Agreement 08-1636 (AGREEMENT), effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

**RECITALS**

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into an AGREEMENT on December 22, 2016, defining the terms and conditions of PROJECT to include two express lanes in each direction on the Interstate-10 corridor from 0.4 miles west of the White Avenue overcrossing to 0.2 miles west of the Cherry Avenue overcrossing, based on the preferred alternative selected by the project development team in June 2016.
2. The PARTIES entered into Amendment No. 1 to AGREEMENT 08-1636, on March 16, 2018, to include additional State rehabilitation work to be combined as BETTERMENTS within the PROJECT identified herein.
3. The PARTIES entered into Amendment No. 2 to AGREEMENT 08-1636, on June 26, 2018, to modify and update the PROJECT Funding and Spending Summaries.
4. The AGREEMENT established \$35,146,697 in STP and \$3,092,916 in Local funds.
5. The PARTIES now seek to reduce STP to \$25,251,344 and Local funds to \$2,586,212.

Agreement 08-1636 A-3

EA 0C251

Project ID 0816000076

07-LA-10-44.9/48.3

08-SBD-10-0.0/13.0

SBCTA Agreement 17-1001590-03

**IT IS THEREFORE MUTUALLY AGREED:**

1. Article 40 in the AGREEMENT is replaced in its entirety to read as follows:

40. To be responsible for one hundred percent (100%) of all PRELIMINARY ENGINEERING at SBCTA's expense estimated to be \$20,100,000 as shown on EXHIBIT A, attached to and made a part of this AGREEMENT. SBCTA shall reimburse STATE the actual cost of REIMBURSED WORK up to the maximum amount shown on EXHIBIT B. If it becomes necessary for an increase in funding for PRELIMINARY ENGINEERING, an amendment will be required to allow said increase to be paid in full by SBCTA

2. A revised FUNDING SUMMARY No 3 - EXHIBIT A is attached and made part of the AGREEMENT. Any reference to FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO. 3.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

Agreement 08-1636 A-3

EA 0C251

Project ID 0816000076

07-LA-10-44.9/48.3

08-SBD-10-0.0/13.0

SBCTA Agreement 17-1001590-03

**SIGNATURES**

PARTIES are empowered by the law to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT.

This AMENDMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Michael D. Beauchamp  
District Director

\_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

\_\_\_\_\_  
Corina Harriman  
District Budget Manager

\_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel



**FUNDING SUMMARY NO. 03****EXHIBIT A**

<b><u>FUNDING TABLE (\$)</u></b>				
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>	Totals
Source	Party	Fund Type	Preliminary Engineering	
FEDERAL	SBCTA	STP	25,251,344	25,251,344
LOCAL	SBCTA	Local	2,586,212	2,586,212
Totals			27,837,556	27,837,556

<b><u>SPENDING SUMMARY (\$)</u></b>			
Fund Type	Preliminary Engineering		
	CALTRANS	SBCTA	Totals
STP (DB)	300,000	23,096,826	23,396,826
Local (DB)	100,000	2,333,212	2,433,212
Federal (TSP)	0	1,854,518	1,854,518
Local (TSP)	0	153,000	153,000
<b>Totals</b>	400,000	27,437,556	27,837,556

Agreement 08-1636 A-3

EA 0C251

Project ID 0816000076

07-LA-10-44.9/48.3

08-SBD-10-0.0/13.0

SBCTA Agreement 17-1001590-03

**Funding**

1. In accordance with the Caltrans Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

**Invoicing and Payment**

2. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCT A will pay invoices within five (5) calendar days of receipt of invoice.
3. If SBCT A has received EFT certification from ST A TE then SBCT A will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from ST A TE.
4. STATE will draw from state and federal funds that are provided by SBCT A without invoicing SBCT A when ST A TE administers those funds and ST ATE has been allocated those funds by the CTC and whenever else possible.
5. When a PARTY is reimbursed for actual costs, invoices will be submitted each month for the prior month's expenditures. After all REIMBURSED WORK and PROJECT work is complete, PARTIES will submit a final accounting of all REIMBURSED WORK and PROJECT work costs. Based on the final accounting, PAR TIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

**PRELIMINARY ENGINEERING SUPPORT**

6. STATE will invoice SBCTA for a \$50,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of REIMBURSE WORK for PE expenditures. This deposit represents two (2) months' estimated costs.
7. STATE will invoice and SBCTA will reimburse for actual costs.

EXHIBIT B REIMBURSED WORK	
Task Description	OBLIGATION Cost
Participating as a team member in Focus Meetings, providing quality assurance of selected PRELIMINARY ENGINEERING documents and PROCUREMENT documents that will be included in the RFP; Participating in reviewing the bid proposals and the DESIGN-BUILD contractor selection process.	\$400,000 (\$100,000 Local and \$300,000 Federal)

## General Contract Information

Contract No: 17-1001736 Amendment No.: 3

Contract Class: Receivable Department: Project Delivery

Customer ID: 00450 Customer Name: Caltrans

Description: I-10 Corridor Design Build (DB) Cooperative Agreement

List Accounts Payable Related Contract Nos.: c08112 16-1001530 17-1001590 17-1001668 PSA 6053-130

Dollar Amount			
Original Contract	\$	100,033,440.00	Original Contingency \$ -
Prior Amendments	\$	186,439,560.00	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>286,473,000.00</b>	<b>Total Contingency Value \$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>			<b>\$ 286,473,000.00</b>

## Contract Authorization

Board of Directors Date: 01/06/2021 Board Item # 7294

## Contract Management (Internal Purposes Only)

Federal/State

MOU/COOP/JPA

Accounts Receivable											
Total Contract Funding:		\$286,473,000.00				Funding Agreement No:		DA08-1645.17-1001736			
Beginning POP Date:		06/28/2018		Ending POP Date:		08/16/2021		Final Billing Date:		08/16/2022	
Expiration Date:		12/02/2025									
Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2550	40	0820	0823	42205006	117,755,000.00	GL: 2580	40	0820	0823	42208110	4,973,000.00
GL: 2704	40	0820	0823	42217705	64,000,000.00	GL:					-
GL: 2704	40	0820	0823	42217705	53,831,000.00	GL:					-
GL: 2701	40	0820	0823	42217702	6,169,000.00	GL:					-
GL: 2520	40	0820	0823	42202014	39,745,000.00	GL:					-

Chad Costello

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Amendment 3 updates the STP/CMAQ and local amount. No changes to TCEP/ STIP/SHOPP/TCIF/LPP.

Attachment: CSS 17-1001736-03 Caltrans Coop DB (7294 : I-10 Corridor Contract 1 Contract Amendments and Funding Updates)

Agreement 08-1645 A-3

EA 0C251

Project ID 0816000076

07-LA-10-44.9/48.3

08-SBD-10-0.0/13.2

SBCTA Agreement 17-1001736-03

**AMENDMENT NO. 3 TO AGREEMENT 08-1645 DRAFT**  
**FOR DESIGN-BUILD OF THE INTERSTATE 10 CORRIDOR CONTRACT 1**  
**EXPRESS LANES PROJECT**

This Amendment No. 3 (AMENDMENT) to Agreement 08-1645 (AGREEMENT), effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

**RECITALS**

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into an AGREEMENT on July 28, 2017, defining the terms and conditions of PROJECT to include two express lanes in each direction, including the EXPRESS LANES TOLL FACILITY and related improvements on the Interstate-10 corridor from 0.4 miles west of the White Avenue overcrossing to 0.2 miles west of the Cherry Avenue overcrossing.
2. The PARTIES entered into Amendment No. 1 to AGREEMENT 08-1645, on March 16, 2018, to identify BETTERMENTS as State rehabilitation work defined within EA 1H321 and also EA 1F550 within the PROJECT identified herein.
3. The PARTIES entered into Amendment No. 2 to AGREEMENT 08-1645, on June 26, 2018, to modify and update the PROJECT Funding and Spending Summaries and include SB-1 language into the coop.
4. The Funding and Spending needs for this PROJECT have changed, and SBCTA now seeks to again modify the funding for this AGREEMENT.
5. The PARTIES now seek to replace FUNDING SUMMARY No. 02, with FUNDING SUMMARY No. 03.

Agreement 08-1645 A-3

EA 0C251

Project ID 0816000076

07-LA-10-44.9/48.3

08-SBD-10-0.0/13.2

SBCTA Agreement 17-1001736-03

**IT IS THEREFORE MUTUALLY AGREED:**

1. A revised FUNDING SUMMARY NO 3 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO 3 attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

SIGNATURES ON NEXT PAGE

Agreement 08-1645 A-3

EA 0C251

Project ID 0816000076

07-LA-10-44.9/48.3

08-SBD-10-0.0/13.2

SBCTA Agreement 17-1001736-03

**SIGNATURES**

PARTIES are empowered by the law to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT.

This AMENDMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Michael D. Beauchamp  
District Director

\_\_\_\_\_  
Corina Harriman  
District Budget Manager

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

\_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

**FUNDING SUMMARY NO. 03**

<b>FUNDING TABLE (\$)</b> <span>v. 11</span>							
<b>IMPLEMENTING AGENCY→</b>			<b>SBCTA</b>	<b>SBCTA</b>	<b>SBCTA</b>	<b>SBCTA</b>	<b>Totals</b>
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>ROW Support</b>	<b>ROW Capital</b>	<b>Construction Support</b>	<b>Construction Capital</b>	
FEDERAL	SBCTA	CMAQ	3,561,450	30,200,550		87,104,000	120,866,000
LOCAL	SBCTA	TIFIA				225,000,000	225,000,000
LOCAL	SBCTA	LOCAL	3,938,550	22,624,623	3,390,173	79,523,141	109,476,487
LOCAL	SBCTA	STP			46,434,188	68,609,467	115,043,655
LOCAL	SBCTA	STIP				39,745,000	39,745,000
STATE	SBCTA	TCIF				4,973,000	4,973,000
LOCAL	SBCTA	LPP-Formula				6,169,000	6,169,000
LOCAL	SBCTA	TCEP Regional				53,831,000	53,831,000
STATE	CALTRANS	TCEP State				64,000,000	64,000,000
STATE	CALTRANS	SHOPP 1			11,000,000	98,542,000	109,542,000
STATE	CALTRANS	SHOPP 2				8,213,000	8,213,000
<b>Totals</b>			<b>7,500,000</b>	<b>52,825,173</b>	<b>60,824,361</b>	<b>735,709,608</b>	<b>856,859,142</b>

SPENDING SUMMARY (\$)									
	ROW				Construction				
	Support		Capital		Support		Capital		
Fund Type	CALTRANS	SBCTA	CALTRANS	SBCTA	CALTRANS	SBCTA	CALTRANS	SBCTA	Totals
Local (TSP)	0	0	0	0	0	7,000	0	490,000	497,000
STP (TSP)	0	0	0	0	0	1,712,574	0	18,425,237	20,137,811
Local (DB)	0	2,125,217	0	11,750,814	0	3,030,000	0	29,209,793	46,115,824
TIFIA (DB)	0	0	0	0	0	0	0	225,000,000	225,000,000
CMAQ (DB)	0	3,561,450	0	30,200,550	0	0	0	87,104,000	120,866,000
STP (DB)	0	0	0	0	21,000,000	23,721,614	0	50,184,230	94,905,844
STIP (DB)	0	0	0	0	0	0	0	39,745,000	39,745,000
TCIF (DB)	0	0	0	0	0	0	0	4,973,000	4,973,000
LPP-Formula (DB)	0	0	0	0	0	0	0	6,169,000	6,169,000
TCEP (Regional) (DB)	0	0	0	0	0	0	0	53,831,000	53,831,000
TCEP (State) (DB)	0	0	0	0	0	0	0	64,000,000	64,000,000
Local (Betterments)		1,813,333		10,873,809		353,173		49,823,348	62,863,663
SHOPP 1 (SHOPP)	0	0	0	0	0	11,000,000	0	98,542,000	109,542,000
SHOPP 2 (SHOPP)								8,213,000	8,213,000
Totals	0	7,500,000	0	52,825,173	21,000,000	39,824,361	0	735,709,608	856,859,142



\*Note: These SHOPP funds will be paid as a reimbursable State financial contribution and SBCTA will invoice CALTRANS in accordance with the funding table. Construction support for SBCTA and the Design Builder will be allocated under construction capital. Notwithstanding SECTION III, or any other provision of the agreement, the PARTIES, or either of them, may change the funding sources allocations and/or identified funding sources set above without amendment to the Agreement.

DRAFT

## ***Minute Action***

### AGENDA ITEM: 8

***Date:*** January 6, 2021

***Subject:***

San Bernardino Valley Coordinated Traffic Signal System - Contract and CTO Amendments

***Recommendation:***

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

A. Approve Amendment No. 2 to Contract No. 16-1001515 with Iteris, Inc (Iteris) to exercise the second of two (2) one-year options, extending the expiration date from January 31, 2021 to January 3, 2022.

B. Approve and authorize the Executive Director, or his designee, to execute Amendment No. 4 to Contract Task Order No. 2 for Contract No. 16-1001515 for Iteris to provide additional on-call system support services as part of the San Bernardino Valley Coordinated Traffic Signal System project, and to extend the completion date to January 3, 2022. Amendment No. 4 to Contract Task Order No. 2 will utilize the balance Contract amount of \$737,022.72.

***Background:***

On January 4, 2017, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 16-1001515 to Iteris, Inc. (Iteris) as a task order contract for the continuing operation and maintenance of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS).

The Contract terms included two one-year options for extension of the contract duration, and was amended on December 16, 2019, to exercise the first of two one-year options, extending the expiration date from January 31, 2020 to January 31, 2021. The purpose of Amendment No. 2 to the Contract is to exercise the second one-year option, extending the contract expiration date from January 31, 2021 to January 3, 2022.

To date, four (4) Contract Task Orders (CTO) have been approved and issued under Contract No. 16-1001515 with their current status as follows:

- CTO No. 1: Coordination Master Plans issued March 31, 2017, for \$479,999. Work was completed for \$479,318.20.
- CTO No. 2: On-Call System Support Services issued February 10, 2017, for \$100,000. Amendment No. 1 issued August 15, 2018, for an additional \$200,000. Amendment No. 2 issued February 11, 2019, for an additional \$200,000. Amendment No. 3 issued September 22, 2020, extending the CTO completion date to January 31, 2021. Total authorized amount to date: \$500,000. Work is ongoing, amount billed as of September 30, 2020: \$400,988.41.
- CTO No. 3: Semi-Annual Assessment issued March 31, 2017, for \$300,000. Work was completed for \$228,189.19.
- CTO No. 4: Update Coordination Timing Plans issued March 29, 2018, for \$1,100,000. Amendment No. 1 authorized September 28, 2020, for \$110,000.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 6, 2021

Page 2

Total authorized amount to date: \$1,210,000. Work is ongoing, amount billed as of September 30, 2020: \$1,085,869.61.

Out of the original contract not-to-exceed amount of \$3,227,021.72, a total CTO amount of \$2,489,999.00 has been authorized to date, with a balance of \$737,022.72. Staff is recommending Amendment No. 4 to CTO No. 2 be authorized for Iteris to provide additional on-call support services such as traffic engineering, traffic signal retiming, Intelligent Transportation Solutions (ITS) and signal operation services on an as-needed basis to support SBCTA projects and San Bernardino Valley agencies that request assistance in resolving issues related with signal timing, signal controllers, signal systems or communications as part of the SBVCTSS, and to extend the completion date to January 3, 2022. Amendment No. 4 to CTO No. 2 will utilize the balance of the Contract amount.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0701 Valley Signal Coordination.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

## Contract Summary Sheet

8.a

## General Contract Information

Contract No: 16-1001515 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 01105 Vendor Name: Iteris

Description: SBVCTSS

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	3,227,021.72	Original Contingency		\$	235,400.00
Prior Amendments				Prior Amendments		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	3,227,021.72	Total Contingency Value		\$	235,400.00
	Total Dollar Authority (Contract Value and Contingency)					\$	3,462,421.72

## Contract Authorization

Board of Directors Date: 01/06/2021 Board Item # 7296

## Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Design

## Accounts Payable

Estimated Start Date: 01/04/2017 Expiration Date: 01/31/2021 Revised Expiration Date: 01/03/2022

NHS: No OMP/QAP: No Prevailing Wage: No

Total Contract Funding: Total Contingency:

Sub-		Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code Name	\$	3,227,021.72	\$	235,400.00
GL	4180	40	0860	0701	52001	41100000		620	MSI-TMS		1,628,000.00		
GL	2830	40	0860	0701	52001	44214007		620	MSRC		1,000,000.00		
GL	6010	40	0860	0701	52001			620	Local (Various Cities)		599,021.72		235,400.00
GL											-		-
GL											-		-
GL											-		-
GL											-		-
GL											-		-
GL											-		-

Heng Chow

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 16-1001515 Amendment 2 (7296 : SBVCTSS - 16-1001515 Iteris Contract Amendment 2 &amp; CTO 4-2)

**AMENDMENT NO. 2 TO CONTRACT NO. 16-1001515**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**ITERIS, INC.**

**FOR**

**SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNALS SYSTEMS (SBVCTSS)  
UPDATE COORDINATION TIMING PLANS, SEMI-ANNUAL ASSESSMENTS AND ON-CALL  
SYSTEM SUPPORT**

This AMENDMENT No. 2 to Contract No. 16-1001515 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Iteris, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

- A. The Parties entered into Contract No. 16-1001515 on January 18, 2017, setting forth the terms and conditions for SBVCTSS update coordination timing plans, semi-annual assessment and on-call system support ("Contract"); and
- B. The Parties entered into Amendment No. 1 on December 16, 2019, exercising the first of two year options to extend the Contract expiration date to January 31, 2021; and
- C. SBCTA and CONSULTANT desire to further amend the Contract to exercise the second of two one-year options to extend the contract term.

**NOW, THEREFORE,** the Parties agree to amend the Contract as follows:

1. Article 4., Performance Period, is deleted and replaced in its entirety to read as follows:

**"ARTICLE 4. PERFORMANCE PERIOD**

- 4.1 This Contract shall go into effect on January 4, 2017; contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on January 3, 2022, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority."

2. Except as amended by this Amendment No. 2, all other provisions of the Contract and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
3. The Recitals set forth above are incorporated herein by this reference.
4. This Amendment No. 2 is effective upon execution by SBCTA.

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

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CONSULTANT**

By: \_\_\_\_\_  
Frank J. Navarro  
President, Board of Directors

By: \_\_\_\_\_  
Ramin Massourni  
Senior Vice President General Manager

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

**CONCURRENCE:**

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

Attachment: 16-1001515-2 (7296 : SBVCTSS - 16-1001515 Iteris Contract Amendment 2 & CTO 4-2)

## General Contract Information

Contract No: 16-1001515 Amendment No.: 4

Contract Class: Payable Department: Project Delivery

Vendor No.: 01105 Vendor Name: Iteris

Description: SBVCTSS - CTO#2

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	100,000.00	Original Contingency		\$	-
Prior Amendments		\$	400,000.00	Prior Amendments		\$	-
Current Amendment		\$	737,022.72	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,237,022.72	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,237,022.72

## Contract Authorization

Board of Directors Date: 01/06/2021 Board Item # 7296

## Contract Management (Internal Purposes Only)

Other Contracts                      Sole Source? No No Budget Adjustment                     

Local                      Design                     

## Accounts Payable

Estimated Start Date: 03/15/2017 Expiration Date: 01/31/2021 Revised Expiration Date: 01/03/2022

NHS: No OMP/QAP: No Prevailing Wage: No

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	1,237,022.72	\$	-
GL	4180	40	0860	0701	52001	41100000	620	MSI	1,237,022.72	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-

Heng Chow

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:



## Contract Task Order

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

Consultant Name: Iteris, Inc. Contract No.: 16-1001515  
CTO No.: 2  
Amendment No.: 4

Period of Performance: CTO Start Date: 3/15/2017 CTO Completion Date: 1/3/2022

**Scope of Work Description** – *Attach Scope of Work*

**CTO Pricing** – *Attach Price Proposal*

☐ Lump Sum ☒ Time and Materials

Original CTO Amount: \$ <u>100,000</u>	Not to Exceed CTO Amount:	\$ <u>100,000.00</u>
Amendment # <u>4</u> to CTO # <u>2</u> :	Not to Exceed Amendment Amount:	\$ <u>737,022.72</u>
	Cumulative Amount of All Amendments:	\$ <u>1,137,022.72</u>
REVISED TOTAL CTO AMOUNT (Amount includes all Amendments):		\$ <u>1,237,022.72</u>
Funding String For This CTO:		<u>4180.40.0860.0701.52001.41100000</u>

<u>Subcontractors:</u>	DBE	Amount	Cumulative Amount
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Consultant hereby acknowledges receipt and acceptance of the Contract Task Order.  
Authorized to sign:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

San Bernardino County Transportation Authority

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

Contract Expires: 1/31/21

Available Authority: \$74,469.89





949.270.9400  
iteris.com

1700 Carnegie Avenue, Suite 100  
Santa Ana, CA 92705

October 19, 2020

Mr. Tim Byrne  
San Bernardino County Transportation Authority  
1170 West Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

**RE: SBVCTSS 16-1001515 – Task Order 2 – Amendment 4 Cost Proposal**

Dear Tim,

Iteris, Inc. (Iteris) is pleased to submit this proposal to provide additional on-call system support services through January 31, 2022, as part of Contract Task Order (CTO) #2 of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) project.

The scope of work for the on-call system support is to provide miscellaneous traffic engineering, ITS and signal operations services on an as-needed basis to any San Bernardino Valley agencies that request assistance in resolving issues with signal timing, signal controllers, signal systems or communications.

Iteris proposes to allocate the remaining contract budget of \$738,001 for this task order amendment. The breakdown of estimated hours and labor classifications to provide the on-call support services is summarized in the table below.

	PM	SE	Eng.	Assoc. Eng.	Asst. Eng	Admin / Acct	Total	Cost
<b>TO #2 - On-call Support Services</b>	400	800	1,000	1,330	1,340	400	5,270	\$ 736,705.60
							SUBTOTAL LABOR COST	\$ 736,705.60
							Direct Costs Mileage	\$ 1,295.40
							<b>TOTAL (LABOR+DIRECT) COST</b>	<b>\$ 738,001.00</b>

Proposed Amendment Amount \$ 737,022.72  
per Balance Contract Amount

Thank you very much for the opportunity to assist SBCTA or call me at 949-270-9633 should you have any questions.

Sincerely,  
Iteris, Inc.

Bernard K. Li, EE, TE, PTOE  
Vice President  
Transportation Systems

Attachment: SBVCTSS 16-1001515 Task Order 2 Amendment 4\_Cost proposal and SOW (7296 : SBVCTSS - 16-1001515 Iteris Contract

## ***Minute Action***

AGENDA ITEM: 9

***Date:*** January 6, 2021

***Subject:***

Interstate 215 Barton Surplus Parcels Declaration and Authorization to Dispose

***Recommendation:***

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

A. Make a finding that the parcels shown in Table 1 (Surplus Properties) are surplus to San Bernardino County Transportation Authority's (SBCTA) needs as they are no longer necessary for construction, staging, storage, or mitigation/exchange on the Interstate 215 Barton Road Interchange Reconstruction Project or any other anticipated future use; and

B. Authorize disposition of the Surplus Properties in accordance with the protocol outlined in SBCTA Surplus Real Property Policy No. 10400, applicable law, and regulations.

***Background:***

The Interstate 215 (I-215) Barton Road Interchange Project (Project) improved traffic operations and reduced traffic congestion on Barton Road and at freeway ramp intersections. The Project's improvements included replacement of the Barton Road overcrossing, reconstruction and widening of Barton Road, realignment of the existing freeway entrance and exit ramps, and traffic signal modifications. The Environmental Phase was concluded in March 2014. On May 30, 2012, Cooperative Agreement No. C12212 (00-1000665) was executed between San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) which delineated the Plans, Specifications, and Estimates (PS&E) and Right-of-Way (ROW) responsibilities between the two agencies for the delivery of the Project. On February 1, 2017, the SBCTA Board of Directors (Board) approved Construction Agreement No. 15-1001294 with Caltrans.

SBCTA led the Environmental Phase of the project, is the lead agency for ROW, and provides the Project's funding, while Caltrans is leading the design and construction efforts. This project is part of a pilot program known as the Construction Manager/General Contractor (CM/GC) delivery method.

The Project initiated construction in December 2017, and was completed in August 2020. The one-year of plant establishment for the City of Grand Terrace landscaping will be completed in July 2021. The Stipulation for Final Judgment in Condemnation for the last property needed for the Project was fully executed on September 30, 2020. Now that the construction is completed and all the ROW property acquisitions have been settled, the Project is ready to close out the ROW Phase and initiate the disposition of surplus property.

***Recommendation A***

Per Amendment No. 5 to Agreement No. 00-1000665, SBCTA agreed to acquire any necessary ROW in its own name. Caltrans clearance of the surplus property is not required since SBCTA purchased the land in its name. However, SBCTA needs to transfer the deeds of properties incorporated into the State Highway System ROW to Caltrans before initiating the sale of

*Entity: San Bernardino County Transportation Authority*

surplus property. In addition, prior to SBCTA's disposition of any property, the SBCTA Board must declare remnant properties as surplus.

Since Caltrans designed and constructed the Project, Caltrans provided the list of properties identified in Table 1 and depicted in Exhibit 1 (attached) to be surplus to the needs of the Project. The properties are immediately adjacent to the project area, and are all vacant land.

**Table 1**  
**I-215 Barton Interchange Surplus Properties**

Assessor Parcel Number	Previous Owner	Total Area (square feet)	Surplus Area (square feet)
0275-232-05	LUGO, DOREEN	12,815	2,848
1167-141-05	HYROSEN PROPERTIES INC	45,302	7,152
0275-231-68	HADJICONSTANTIS, DEMETRI & JANINE K	85,211	48,936
1167-231-10	CURATOLO FAMILY TRUST 1989	29,428	5,344
1167-231-22	STATER BROS MARKETS	472,483	8,786
0275-231-47	CLARK, GARY	174,347	79,935

Staff requests that the Board find the properties in Table 1 to be surplus to SBCTA's needs.

**Recommendation B**

Authorize disposition of the Surplus Properties listed above in accordance with SBCTA Surplus Real Property Policy No. 10400, applicable laws, and regulations.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0840 I-215 Barton Road.

***Reviewed By:***

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. SBCTA General Counsel has reviewed this item.

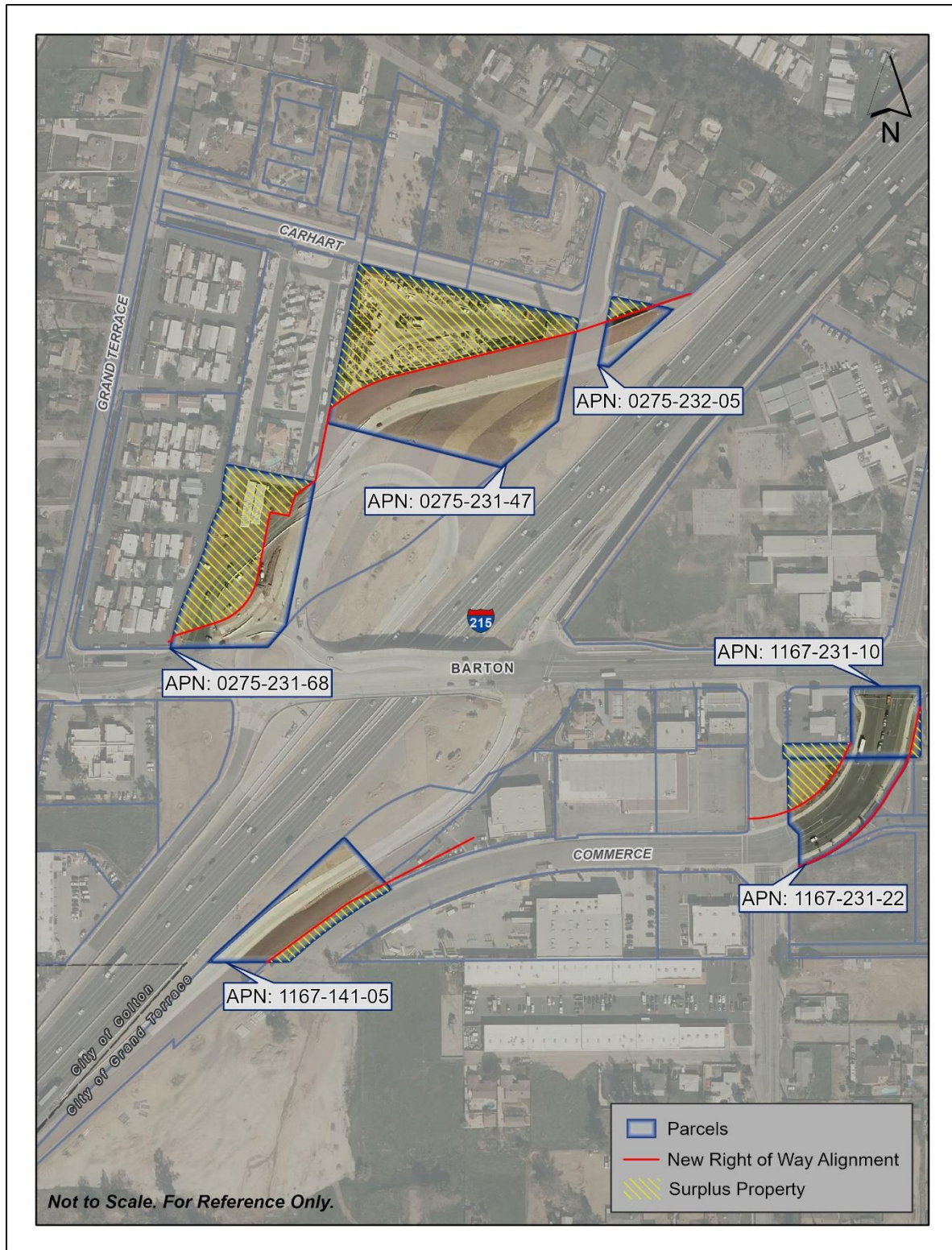
***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

# Exhibit 1 I-215 Barton Interchange Surplus Properties



Attachment: Exhibit 1 - I-215 Barton Surplus Properties (7297 : I-215 Barton Surplus Property Declaration)

## ***Minute Action***

### AGENDA ITEM: 10

***Date:*** January 6, 2021

***Subject:***

West Valley Connector Project - Phase 1: Right-of-Way Acquisitions

***Recommendation:***

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

A. Authorize staff to proceed with voluntary acquisitions of property necessary for the West Valley Connector (WVC) Project, in accordance with San Bernardino County Transportation Authority (SBCTA) Policies, including relocation assistance, demolition of existing structures, property management, disposal of excess property, environmental testing and remediation; expending a total not-to-exceed amount of \$58,000,000 for right-of-way acquisition capital expenses.

B. Authorize the Director of Transit and Rail Programs to add or remove, as needed, such parcels as the Director determines are necessary for the WVC Project.

C. Authorize the Executive Director, or his designee, to execute Contract Task Orders over \$500,000, to the Transit and Rail On-Call Right-of-Way Services consulting firms, as required for WVC Project acquisitions, for a combined not-to-exceed amount of \$5,500,000, previously authorized by the SBCTA Board of Directors.

D. Authorize the Executive Director, or his designee, to execute Contract Task Orders over \$500,000, to the Transit and Rail On-Call Right-of-Way Legal Services consulting firms, as required for WVC Project acquisitions, for a combined not-to-exceed amount of \$7,500,000, previously authorized by the SBCTA Board of Directors.

***Background:***

In May 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA). Subsequently, on May 12, 2020, the Federal Transit Administration (FTA) rendered its approval of the Findings of No Significant Impact (FONSI), which concluded the Environmental Clearance of the West Valley Connector (WVC) Project.

The design consultant team, in close coordination with Omnitrans and the Cities, are currently working on the final design and recently completed the 65% design documents for the mainline corridor. Along with the final design activities, staff has initiated various right-of-way (ROW) engineering activities and have identified 241 parcels to be affected, as further described in Attachment A. In addition, up to 40 business relocations and 10 residential relocations will be required. The necessary property rights include full property acquisition, partial property acquisition, permanent easements, and temporary construction easements. In addition, the following items are included in the ROW capital expenditure budget: relocation assistance, demolition, disposition of excess property, and environmental testing and remediation. Staff is

*Entity: San Bernardino County Transportation Authority*

requesting authorization to proceed with the acquisition of the required property or property rights. ROW capital expenditures, excluding legal costs, are estimated at \$58,000,000.

The preliminary list of parcels anticipated to be affected is consistent with the property information provided in the Final Environmental Impact Statement and Record of Decision/EIR presented to, and certified by, the Board in May 2020. As the design progresses, property right requirements can change. Since the preliminary list of parcels is based on the 65% design plans, staff is requesting authority to make modifications to the list of parcels as the design is refined. For the purposes of streamlining the process, staff recommends that the Board authorize the Director of Transit and Rail Programs to modify the parcel list as needed. Should any parcels be added to the list, the revised list will be published in the subsequent Transit Committee and Board agendas as an informational item.

In December 2019, the Board approved the 2020 State Transportation Improvement Program (STIP) proposal which would program funds on the WVC Project, thus reducing the identified funding gap to \$118 million. In January 2020, the Board approved a funding strategy for WVC Project - Phase 1, which included additional allocation of funds and requests for at least \$65 million in grant funds, through upcoming opportunities in the Transit and Intercity Rail Capital Program (TIRCP), Senate Bill 1 (SB1) programs, and the Federal Small Starts program. From these three grant opportunities, SBCTA was successful on the TIRCP grant and was awarded \$15 million of TIRCP funds toward the cost of battery electric buses (BEB), as well as \$65 million in SB1 funding for the construction of the mainline corridor. The project rating package for the Federal Small Starts program was submitted in September 2020 to the FTA and the annual report on funding recommendations, prepared by the FTA, is scheduled to be issued in February 2021. The annual report on funding recommendations is issued by the United States Secretary of Transportation to help inform the appropriations process for the upcoming fiscal year (FY) by providing information on projects that have been submitted to the FTA's discretionary Capital Investment Grants (CIG) program. Funding recommendations are based on the results of the project evaluation process and resulting project justification, local financial commitment, and overall project ratings, as well as considerations such as project readiness and the availability of CIG funds. Should the WVC Project be recommended for funding, a Small Starts Grant Agreement (SSGA) will still need to be executed and staff has initiated monthly meetings with FTA staff in an effort to complete the various requirements needed to execute the SSGA. The SSGA defines the project; including its cost, scope, schedule, and level of service, as committing to a maximum level of annual and total CIG financial assistance (subject to Congressional appropriation); establishing the terms and conditions of Federal financial participation; defining the period of time for completion of the project; and helping FTA oversee the project and assisting the sponsor in managing the project in accordance with Federal law.

In May 2019, the Board approved four on-call contracts for On-Call ROW Services, for a combined not-to-exceed amount of \$5,500,000, and two on-call contracts for On-Call ROW Legal Services, for a combined not-to-exceed amount of \$7,500,000. The various on-call contracts were issued to support the delivery of the WVC Project and allow some flexibility to use on-call contracts for other activities undertaken by the Transit and Rail Programs department should the need arise. Due to the amount of ROW acquisitions, and since the ROW acquisition activities are on the critical path for the overall project, staff anticipates issuing four contract task orders (CTO) to the ROW consultant firms in support of the WVC Project ROW efforts,



## Board of Directors Agenda Item

January 6, 2021

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maximizing the use of the various on-call resources. The ROW acquisition CTOs are anticipated to be broken into four distinct geographic reaches in order to engage all on-call firms. Based on our preliminary cost estimate, consultant costs for the ROW efforts on the four geographic reaches, may range between \$750,000 and \$2,250,000, based on the type of acquisitions. The consultant teams will complete the necessary appraisals, appraisal reviews, negotiations, relocation assistance, property management, environmental site assessments, and building demolition in support of the WVC Project ROW acquisition needs. The CTO for ROW Legal Support Services is anticipated to be issued to one (1) on-call firm. However, the on-call contracts were issued to two (2) firms in order to have the needed resources should a conflict of interest arise during the acquisition process.

In January 2020, the Board approved changes to Policy No. 11000, limiting the CTOs that can be approved by the Executive Director to \$500,000. Due to the number of acquisitions required for the WVC Project, the CTOs are anticipated to exceed \$500,000, therefore, staff recommends delegating authority to the Executive Director to execute CTOs for up to the amount previously authorized by the SBCTA Board, as noted under Recommendations C and D. Delegating authority to the Executive Director, or his designee, to issue the needed CTOs allows the ROW acquisition process to proceed more efficiently and as originally intended when the on-call contracts were issued.

Due to the successful award of the TIRCP and SB1 grants, and since the various ROW activities are on the overall critical path for delivery of the WVC Project, staff recommends proceeding with the various ROW acquisition activities and delegating authority to the Executive Director, or his designee, to execute the various CTOs necessary.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

***Responsible Staff:***

Victor Lopez, Chief of Transit and Rail Programs

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
1	011006101	DE VAZQUEZ, ELODIS MUNOZ	1373 E HOLT BLVD	Commercial/Vacant Land
2	011006104	SALHAB, FAYEK	1323 E HOLT BLVD	Commercial/Vacant Land
3	011006117	SAN BERNARDINO CO FLOOD CONTROL DIST		General/Vacant Land
4	011006118	SALHAB, FAYEK J	1329 E HOLT BLVD	Convenience Store (7-11)
5	011007102	SHIH, SEN M	HOLT BLVD	Commercial/Vacant Land
6	011007106	AMERICAN WEST REGIONAL CENTER LLC	1381 E HOLT BLVD	Commercial/Vacant Land
7	011007107	AMERICAN WEST REGIONAL CENTER LLC	1387 E HOLT BLVD	Commercial/Vacant Land
8	011007210	GRABOWSKI, PATRICK F	1405 E HOLT BLVD	Commercial/Theater
9	011007211	GRABOWSKI, PATRICK F (Comet Trailer Park)	1405 E HOLT BLVD	Mobile/Manufactured Home (regardless of Land ownership)
10	011011110	ROWLANDS PROPERTIES	1640 E HOLT BLVD	Commercial/Vacant Land
11	011012105	MATLOCK LIVING TRUST 1997 4-2-97	1486 E HOLT BLVD	Industrial/Vacant Land
12	011012108	BEACON GROUP INC, THE	1366 E HOLT BLVD	Commercial/Auto Repair (& related), Garage
13	011012109	BEACON GROUP INC, THE	1390 E HOLT BLVD	Light Industrial/10% improved office space; machine shop
14	011012110	BEACON GROUP INC, THE	1400 E HOLT BLVD	Commercial/ Distribution Warehouse (Regional)
15	011013106	PANNONE PROPERTIES LLC	1300 E HOLT BLVD	Commercial/ Distribution Warehouse (Regional)
16	011013107	PANNONE PROPERTIES LLC	HOLT BLVD	Commercial/ Distribution Warehouse (Regional)
17	011013108	PANNONE PROPERTIES LLC	1322 E HOLT BLVD	Commercial/Retail Stores (Personal Services, Photography, Travel)
18	011013109	JAUREGUI, FRANCISCO	1328 E HOLT BLVD	Commercial/Vacant Land
19	011013113	LA COMMARE, JAMES AND JOSEPHINE TR	1362 E HOLT BLVD	Commercial/Parking Lot
20	011013122	SAN BERNARDINO CO FLOOD CONTROL DIST		Commerical/General/Vacant Land
21	101049102	PAYMASTER ASHWIN C	828 W HOLT BLVD	Commercial
22	101049103	MAHDAVI AMIR	830 W HOLT BLVD	Commercial

Attachment: Attachment A - WVC PARCEL MATRIX (7301 : West Valley Connector Project - Phase 1:



# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
23	101049116	HAGEN JHON D	802 W HOLT BLVD	Commercial/Auto repair (& related), Garage
24	101052217	SARINANA, LARRY	1156 W HOLT BLVD	Commercial
25	101054301	CUCCUIA FRANK J FAMILY TRUST	1206 W HOLT BLVD	Commercial/Parking
26	101054302	CUCCUIA FRANK J FAMILY TRUST	1206 W HOLT BLVD	Commercial/Parking
27	101054303	CUCCUIA FRANK J FAMILY TRUST	1206 W HOLT BLVD	Commercial/Vacant
28	101054304	NASH MOTOR LLC	1240 W HOLT BLVD	Commercial
29	101054305	RYAN, E & R MARITAL TRUST 3-31-86	1248 W HOLT BLVD	Commercial Single Family Residential
30	101054306	RYAN, E & R MARITAL TRUST 3-31-86	1258 W HOLT BLVD	Commercial Neighborhood: Shopping Center, Strip Center, Enterprise Zone
31	101054307	ROSE-IN-BLOOM INC	1260 W HOLT BLVD	Commercial/Retail Stores
32	101054309	ROBINSON, LINDA	1322 W HOLT BLVD	Commercial/Parking
33	101054310	CHAROLET, CESAR	1328 W HOLT BLVD	Commercial/Auto Center
34	101054311	CHAROLET, CESAR	1328 W HOLT BLVD	Commercial/Parking Lot
35	101054312	CAMPIO, EARL	1340 W HOLT BLVD	Commercial/Residential Commercial/Office/Residential (mixed use)
36	101054313	JUAREZ FAMILY 2005 REV TR 9-23-05	1350 W HOLT BLVD	Commercial/Retail Stores (Personal Services, Photography, Travel)
37	101054314	JUAREZ FAMILY 2005 REV TR 9-23-05	1360 W HOLT BLVD	Commercial/Retail Stores (Personal Services, Photography, Travel)
38	101054332	GRIMES, ELIZABETH TRUST	1364 W HOLT BLVD	Commercial/Neighborhood: Shopping Center, Strip Center, Enterprise Zone
39	101055205	DOWNEY BRAD	1426 W HOLT BLVD	Commercial/Parking
40	101055206	MUNUGALA, BHASKARA	1442 W HOLT BLVD	Commercial
41	101055207	JAFARARIN, AMIN	1448 W HOLT BLVD	Commercial
42	101055211	GONZALEZ, ALBERTO	1529 W HOLT BLVD	Commercial
43	101055212	SOLANKI, GIRISH	1528 W HOLT BLVD	Commercial/Retail
44	101055213	SOLANKI, GIRISH	1538 W HOLT BLVD	Commercial/Retail
45	101055214	MALAGON, SYLVERIO	1542 W HOLT BLVD	Commercial/Restaurant
46	101055215	MALAGON, SYLVERIO	HOLT BLVD	Commercial/P

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
47	101055232	JUAREZ, ALBINO	1420 W HOLT BLVD	Commercial
48	101055233	JUAREZ, ALBINO	1414 W HOLT BLVD	Commercial
49	101055234	JUAREZ, ALBINO		Commercial/Parking
50	101055237	JAFARARIN, AMIN	1502 W HOLT BLVD	Commercial
51	101055238	NABHAN, MAJED	1512 W HOLT BLVD	Commercial
52	101111104	UTR HOLT BENSON LLC	W HOLT BLVD	Commercial/Vacant
53	101111105	HOLT INVESTMENT LLC	1401 W HOLT BLVD	Commercial/Auto repair (& related), Garage
54	101111118	ASTFALK ROY DALE TR	1363 W HOLT BLVD	Commercial/Retail Stores (Personal Services, Photography, Travel)
55	101111120	LIN, SHINN LIANG	1515 W HOLT BLVD	Commercial/Light Industrial (10% improved office space; machine shop)
56	101111121	UTR HOLT BENSON LLC	1511 W HOLT BLVD	Commercial/Financial Bldg (Bank, S&L, Mortgage, Loan, Credit)
57	101112102	JAUGERUI TRINIDAD	1267 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.) Subject Property
58	101112113	HARDEN WILLIAMS	1235 W HOLT BLVD	Commercial/Retail Stores (Personal Services, Photography, Travel)
59	101112117	PIRSEH LLC	1265 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
60	101112118	PIRSEH LLC	1263 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
61	101112122	ONTARIO ICE SKATING CENTER INC	1225 W HOLT BLVD	Commercial
62	101112124	JABER FAMILY TRUST	1345 W HOLT BLVD	Commercial/Retail Stores (Personal Services, Photography, Travel)
63	101112126	DEWEY GROUP LP		Commercial Office

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
64	101112127 (101112121)?	BUX KARIM	1215 W HOLT BLVD	Commercial/Light Industrial (10% improved office space; machine shop)
65	101113207	PAINT BUCKET INC	1051 W HOLT BLVD	Commercial/Retail
66	101113208	YAVELAK, DUANE & SHIRLEY FAM REV LIV	1033 W HOLT BLVD	Commercial
67	101113209	YAVELAK FAMILY REVOC LIVING TRUST	1033 W HOLT BLVD	Commercial
68	101113210	FERNANDEZ FAMILY TRUST 3/2/15	1021 W HOLT BLVD	Commercial/Auto repair (& related), Garage
69	101113211	FERNANDEZ FAMILY TRUST 3/2/15	1013 W HOLT BLVD	Commercial/Mini-Warehouse, Self-Storage
70	101113212	VOLM, ROBERT W	1005 W HOLT BLVD	Commercial/Auto repair (& related), Garage
71	101114106	NRP DEVELOPMENT, INC	967 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
72	101114107	GRACE PROPERTY MANAGEMENT LLC	961 W HOLT BLVD	Commercial Office (General)
73	101114111	SHORT, WILLIAM S & AUDREE L	925 W HOLT BLVD	Commercial/Vacant/Parking
74	101114113	SHORT, WILLIAM S	909 W HOLT BLVD	Commercial/Auto repair (& related), Garage
75	101114116	DIBADJ, HAMID	849 W HOLT BLVD	Commercial/Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
76	101114130	SHORT, WILLIAM S	W BROOKS ST ONTARIO CA 91762	Commercial - Vacant Land
77	101114132	SILVERTON EXEMPT TRUST 3/13/07	863 W HOLT BLVD	Commercial Office (General)
78	101114135	LIEU, KHANG BAO	943 W HOLT BLVD	Commercial/Motel
79	101114136	KAITZ, ROBERT M & BARBARA E 2001 FAM	931 W HOLT BLVD	Commercial/Retail Stores (Personal Services, Photography, Travel)
80	104847114	HARB, NADIM FAYEZ	1117 E HOLT BLVD	Commercial - Vacant Land
81	104847115	VALENCIA, BENJAMIN N	1111 E HOLT BLVD	Commercial/Auto repair (& related), Garage

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
82	104847122	JOYFUL NATIONS MINISTRIES	1101 E HOLT BLVD	Commercial/Vacant
83	104847123	JOYFUL NATIONS MINISTRIES	1101 E HOLT BLVD	Commercial/Church
84	104847124	PAMA IV PROPERTIES LP	1081 E HOLTD BLVD	Residential/Apartments
85	104848101	SKY VILA MOBILE PARK	1067 E HOLT BLVD	Residential/Trailer Park
86	104848102		1031 E HOLT BVLD	Commercial
87	104848103	TIRE ZONE LLC	1015 E HOLT BLVD	Commercial
88	104848106	MILLER LIVING TRUST 3-3-87 - EST OF		Commercial/Vacant
89	104848107	JIMENEZ JOSE	935 E HOLT BLVD	Commercial
90	104848127	PATEL, B FAMILY TRUST 2-13-91	907 E HOLT BLVD	Commercial/Parking
91	104848128	HARB, MAAN F	957 E HOLT BLVD	Commercial/Vacant
92	104848129	HARB, MAAN F	957 E HOLT BLVD	Commercial/Vacant
93	104851210	ALEMAN FAMILY TRUST 2014	757 E HOLT BLVD	Commercial/Service station (full service)
94	104851211	WAS765 LLC	765 E HOLT BLVD	Residential
95	104851213	IMMANUEL PROPERTY	813 E HOLT BLVD	Commercial/Strip
96	104851214	AREC 8 LLC	831 E HOLT BLVD	Commercial
97	104851215	AREC 8 LLC	ONTARIO CA 91761	Commercial/Parking
98	104851216	CHAVEZ, YOLANDA	755 E HOLT BLVD	Commercial/Retail Stores (Personal Services,Photography, Travel)
99	104851217	AYALA, SALVADOR & MARIA C FAM TR 4/1	745 E HOLT BLVD	Residential/Duplex (2 units, any combination)
100	104851218	HALSTEAD, FRANK E & MARIA E FAM TR 8	741 E HOLT BLVD	Commercial
101	104851219	CHAING, WILLIAM	727 E HOLT BLVD	Commercial/Parking
102	104851220	CHAING, WILLIAM	727 E HOLT BLVD	Commercial
103	104851221 (104851229?)	BIR, RAGHBIR S		Commercial/Vacant
104	104851222 (104851229?)	BIR, RAGHBIR S		Commercial
105	104851228	LOZANO-ORTEGA	E HOLT BLVD	vacant land
106	104852208	OLIVOS, DANIEL & HEDDY FAM TR 07/31/	527 E HOLT BLVD	Commercial/Auto repair (& related), Garage
107	104852209	ROSENBLUM, JERRY	523 E HOLT BLVD A 523 E HOLT BLVD B 523 E HOLT BLVD C	Commercial

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
108	104852210	AVILA, RAUL	517 E HOLT BLVD	Commercial
109	104852211	BANK OF CALIFORNIA TR	505 E HOLT BLVD 503 E HOLT BLVD	Retail Stores (Personal Services, Photography, Travel)
110	104852315	KB MAASS TRUST 2014	111 N MONTEREY AVE	Single Family Residential
111	104852316	ELIAS PROPERTIES LLC	545 E HOLT BLVD	Multi-Family Dwellings (generic, any combination 2+)
112	104852317	INIGUEZ, MANUEL V	541 E HOLT BLVD	Single Family Residential
113	104852414	KIPPER, RONALD A	111 N MIRAMONTE AVE	Parking
114	104852415	KIPPER, RONALD A	617 E HOLT BLVD	Commercial - Vacant Land
115	104852416	KIPPER, RONALD A	609 E HOLT BLVD	Parking
116	104852417	TAWIL, ELIA REV TR 12/20/06	601 E HOLT BLVD	Commercial
117	104852516	SWERDLOFF, RONALD S	661 E HOLT BLVD	Commercial
118	104852517	COLLAZO, JOSE	659 E HOLT BLVD	Commercial
119	104852518	COLLAZO, JOSE		Commercial - Vacant Land
120	104852520	CISNEROS, ISRAEL	635 E HOLT BLVD	Commercial
121	104859128	EL POLLO LOCO INC	646 E HOLT BLVD 646 W HOLT 668 W HOLT	Community: Shopping Plaza, Shopping Center, Mini-Mall
122	104859129	STATER 108 LLC	646 HOLT BLVD	Grocery, Supermarket
123	104859130	HOLT-SAN ANTONIO LLC	624 E HOLT BLVD	Neighborhood: Shopping Center, Strip Center, Enterprise Zone
124	104859132	BAY CAL ONTARIO PARTNERS LLC	606 E HOLT BLVD	Vacant
125	104860413	MACK PARTNERS LLC	706 W HOLT BLVD	Fast Food Restaurant / Drive-thru
126	104860414	RAMIREZ, CRISTOBAL	724 W HOLT BLVD	Fast Food Restaurant / Drive-thru
127	104860415	AMINI, HAMID	740 W HOLT AVE	Commercial Office (General)
128	104901103	QUESADA, VICTORIA R TR	755 W HOLT BLVD	Commercial/Office/ Residential (mixed use)
129	104901104	REINA HOLDING COMPANY LLC	745 W HOLT BLVD	Towing
130	104901105	M & L CENTER LLC	739 W HOLT BLVD 741 W HOLT BLVD (not listed on RFP)	Commercial
131	104901201	AMARO REVOCABLE FAMILY TRUST 2008	729 W HOLT BLVD	Residential
132	104901202	KARPOUZIS LIVING TRUST	711 W HOLT AVE ONTARIO CA 91762	Parking Lot

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
133	104901224	KARPOUZIS LIVING TRUST 05/23/05	701 W HOLT BLVD	Fast Food Restaurant / Drive-thru
134	104902103	CHIANG FAMILY TRUST 7-8-10	627 W HOLT BLVD	Restaurant
135	104902104	CHIANG FAMILY TRUST 7-8-10	625 (629) W HOLT BLVD	Motel
136	104902128	DINGLE, WILLIAM T & ELIZABETH G (TRU	645 W HOLT AVE	Retail Stores (Personal Services, Photography, Travel)
137	104902129	KUO, JIINGLIN J	661 W HOLT BLVD	Motel
138	104906301	NA, SUSAN TR	204 E HOLT BLVD	Commercial
139	104906302	CITY OF ONTARIO	214 E HOLT BLVD	Commercial
140	104906303	ROJAS, ALICIA FAMILY TRUST 12/15/08	220 E HOLT BLVD	Commercial
141	104906304	ROJAS, ALICIA FAMILY TRUST 12-15-08	222 E HOLT BLVD UNIT A 222 E HOLT BLVD UNIT B	Commercial
142	104906305	CARVALHO, JOAO R (LISA)	226 E HOLT BLVD 228 E HOLT BLVD 230 E HOLT BLVD	Commercial
143	104906511	B & G PLAZA	326 E HOLT BLVD	Fast Food Restaurant / Drive-thru
144	104906602	BANH, PHUOC	444 E HOLT BLVD	Commercial
145	104909101	KIM, HEE C	500 E HOLT BLVD 504 E HOLT BLVD 506 E HOLT BLVD 510 E HOLT BLVD	Commercial
146	104909102	CRAITENBERGER FAMILY TRUST	512 E HOLT BLVD	Commercial/Vacant Land
147	104909103	AYALCO, LLC	522 E HOLT BLVD	Vacant
148	104909104	ALMARAZ, JUDY FAMILY TRUST 6-3-08	526 E HOLT BLVD UNIT A 526 E HOLT BLVD UNIT B 528 E HOLT BLVD UNIT C	Commercial
149	104909301	ALMARAZ, JUDY FAMILY TRUST 6-3-08	616 E HOLT BLVD	Commercial
150	104909302	ALMARAZ, JUDY FAMILY TRUST 6-3-08	624 E HOLT BLVD	Commercial
151	104909303	ALMARAZ, JUDY FAMILY TRUST 6-3-08	630 E HOLT BLVD	Commercial/Vacant
152	104909304	ALMARAZ, JUDY FAMILY TRUST 6-3-08		Vacant
153	104909306	ALMARAZ, JUDY FAMILY TRUST 6-3-08	636 E HOLT BLVD	Commercial
154	104909307	ALMARAZ, JUDY FAMILY TRUST 6-3-08		Vacant
155	104909309	CHAVEZ, JAVIER H TR	640 E HOLT BLVD	Commercial
156	104909310	CHAVEZ, JAVIER H TR	646 E HOLT BLVD	Parking
157	104909401	BELICHESKY-FILIPOVIC TRUST 6/23/06	652 E HOLT AVE	Commercial/V

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
158	104909402	BELICHESKY-FILIPOVIC TRUST 6/23/06	654 E HOLT BLVD	Commercial
159	104909404	CAGLE FAMILY TRUST	664 E HOLT BLVD 666 E HOLT BLVD	Commercial
160	104909414	CAGLE FAMILY TRUST	660 E HOLT BLVD	Commercial
161	104910104	MILLER, DENYSE M	720 E HOLT BLVD	Retail
162	104910105	ENRIQUEZ, GUY R NON EXEMPT TRUST	728 E HOLT BLVD 730 E HOLT BLVD #1 730 E HOLT BLVD #3 730 E HOLT BLVD #4 730 E HOLT BLVD #5 732 1/2 E HOLT BLVD	Residence Quadruplex
163	104910106	KIM, HENRY C	736 E HOLT BLVD 740 E HOLT BLVD	Commercial
164	104910107	KIM, HENRY C	744 E HOLT BLVD 745 E HOLT BLVD 742 E HOLT BLVD	Commercial
165	104910108	LANDGRAVE, RAFAEL	748 E HOLT BLVD	Commercial/Office/ Residential (mixed use)
166	104910109	LEON, LINO	754 E HOLT BLVD	Commercial
167	104910110	GRIFFITH, ROGER A TR	756 E HOLT BLVD	Commercial/Office/ Residential (mixed use)
168	104910111	GRIFFITH, ROGER ALAN	766 E HOLT BLVD	Commercial
169	104910112	LEDESMA FAMILY TRUST 9-29-05	802 E HOLT BLVD	Commercial
170	104910113	RAULY'S TRUST 10/24/95	810 E HOLT BLVD	Commercial
171	104910114	RAULY'S TRUST 10/24/95	814 E HOLT BLVD	Commercial
172	104910115	RAULY'S TRUST 10/24/95		Parking
173	104910116	LEDESMA, DANIEL E	824 E HOLT BLVD	Parking
174	104910118	LEDESMA, DANIEL E	828 E HOLT BLVD	Commercial
175	104910138	CHANG, AARON	700 E HOLT BLVD	Commercial
176	104910139	SEA PARTNERS LLC	844 E HOLT BLVD	Retail
177	104910140	GOLDEN STATE ALLIANCE, LLC	900 E HOLT BLVD	Commercial
178	104913102	GOLDEN STATE ALLIANCE LLC	900 E HOLT BLVD	Vacant
179	104913103	GOLDEN STATE ALLIANCE LLC	914 E HOLT BLVD	Vacant
180	104913104	MALAGON, SYLVERIO	918 E HOLT BLVD	Vacant



# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
181	104913105	YOO JUN SON FAMILY TRUST	930 E HOLT BLVD 932 E HOLT BLVD UNIT A 932 E HOLT BLVD UNIT B 932 E HOLT BLVD UNIT C 932 E HOLT BLVD UNIT D 932 E HOLT BLVD UNIT E 932 E HOLT BLVD UNIT F	Commercial/Retail Stores
182	104913106	TREMAZI, MUHAMMAD S	936 E HOLT BLVD	Vacant
183	104913108	RELIANCE MOTORS LLC	958 E HOLT BLVD	Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
184	104913113	HADDAD, RAFFI	1030 E HOLT BLVD	Vacant
185	104913114	RIVAS, JESUS	1042 E HOLT BLVD	Residential
186	104913115	BUSINESS OWNER	1044 E HOLT BLVD	Vacant
187	104913116	GOLDEN STATE ALLIANCE LLC	1050 E HOLT BLVD	Vacant
188	104913118	GROUP II AZUSA PROPERTIES	948 E HOLT BLVD	Parking
189	104913120	1010 HOLT LLC	1010 E HOLT BLVD	Commercial
190	101055204	HOLT HOLDINGS LLC	1424 W HOLT BLVD ONTARIO CA 91761	Commercial Building, Mail Order, Show Room (non-auto), Commercial Whse
191	104901101	HAGE FAMILY TRUST (9/24/1999)	765 W HOLT BLVD ONTARIO CA 91762-3628	Fast Food Restaurant / Drive-thru
192	104901102	DURRITZAGUE 2003 REV TRUST A (6-18) O DURRITZAGUE 2003 REV TRUST B	761 W HOLT BLVD ONTARIO CA 91762-3628	Neighborhood: Shopping Center, Strip Center, Enterprise Zone
193	104854794	AREP TOWN CENTER ONTARIO LLC	HOLT BLVD ONTARIO CA 91764	Miscellaneous (General)
194	104913119	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG	HOLT BLVD ONTARIO CA 91761	Commercial/Vacant Land
195	11013128	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J	1336 E HOLT BLVD ONTARIO CA 91761-2101	Mini-Warehouse, Self-Storage Subject Property
196	11013125 011013125	ABMA JOHN THEODORE & E C FAM TR & TRU	1344 E HOLT BLVD ONTARIO CA 91761-2101	Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
197	101112105	ONTARIO ICE SKATING CENTER INC	1225 W HOLT BLVD ONTARIO CA 91762-3639	Skating rink, Ice Skating, Roller Skating
198	8336022015	TFF PROPERTIES LLC	499 N GAREY AVE POMONA CA 91767-5433	Dance Hall



# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
199	8336021005	PATEL KANU AND HEMLATA TRS; KANU AND HEMLATA PATEL TRUST	130 E HOLT AVE POMONA CA 91767-5424	Motel
200	8336021022	STEINER JAN H	160 E HOLT AVE POMONA CA 91767-5424	Office Bldg (General)
201	8337015034	YINGCHUN LLC	495 E HOLT AVE POMONA CA 91767-5424	(Personal Services, Photography, Travel)
202	8337021047	FAKHOURI, SAMYRA A	530 E HOLT AVE POMONA CA 91767-5424	Car Wash
203	8326024041	FOUNTAIN OF LOVE CHRISTIAN CENTER INC	1100 E HOLT AVE POMONA CA 91767-5834	Commercial/Vacant Land
204	8323016021	HAN POMONA SQUARE LLC	1085 E HOLT AVE POMONA CA 91767-5726	Community: Shopping Plaza, Shopping Center, Mini-Mall
205	8323025025	14255 ELLSWORTH STREET LLC	1575 E HOLT AVE POMONA CA 91767-5823	Retail Stores (Personal Services, Photography, Travel)
206	8326026029	MSW POMONA LLC	1600 E HOLT AVE POMONA CA 91767-5826	Department Store (apparel, household goods, furniture)
207	11009217	POSEIDON ONTARIO AIRPORT PLAZA LLC	111 N VINEYARD AVE ONTARIO CA 91764-4494	Fast Food Restaurant / Drive-thru
208	21019129		INLAND EMPIRE BLVD ONTARIO CA 91764	
209	11043111	AIRPORT GATEWAY PLAZA LLC	730 N ARCHIBALD AVE ONTARIO CA 91764-4646	Retail Stores (Personal Services, Photography, Travel)
210	21020402	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL	3535 INLAND EMPIRE BLVD ONTARIO CA 91764-4908	Commercial/Office (General)
211	21021133	STARBRIDGE (ONTARIO) INVESTMENT LLC	700 N HAVEN AVE ONTARIO CA 91764-4902	Commercial/Hotel
212	22901257		8106 MILLIKEN AVE RANCHO CUCAMONGA CA 91730-7468	Commercial/Restaurant
213	109053103	RANCHO MALL LLC	12505 N MAINSTREET RANCHO CUCAMONGA CA 91739-8103	Commercial/Regional: Shopping Center, Mall (w/Anchor)

# West Valley Connector Project - Potential Property Impact List

Parcel No.	APN	Property Owner	Property Address	Present Use
214	101111110 (101111124?)		HOLT BLVD ONTARIO CA 91762	
215	011010101	ROWLAND PROPERTIES	1744 E HOLT BLVD	Auto repair (& related), Garage
216	011008102 (11008110?)	HOLT BLVD LLC		
217	011008103	HOLT BLVD LLC	1625 E HOLT BLVD	Commercial/Vacant Land
218	011008106	COMBEE, JOE H	1619 E HOLT BLVD	Neighborhood: Shopping Center, Strip Center, Enterprise Zone
219	011008107	DITOMMASO, ANTHONY & BEVERLY LIV TR		Commercial/Vacant Land
220	011008108	HOLT BLVD LLC	1627 E HOLT BLVD	Commercial/Office (General)
221	011012103	INTL ASSN OF MACH & AERO WORKERS D L	1512 E HOLT BLVD	Commercial/Office (General)
222	011011111	OM LAXMI LLC	E HOLT BLVD	Commercial/Vacant Land
223	011011112	OM LAXMI LLC	1660 E HOLT BLVD	Commercial/Vacant Land
224	011007208	415 VINEYARD LLC	1511 E HOLT BLVD	Commercial/Office (General)
225	011007209	415 VINEYARD LLC	1511 E HOLT BLVD	Commercial/Vacant Land
226	011007216	7 SUMMIT PROPERTIES 2 LLC	1533 E HOLT BLVD	Commercial/Office (General)
227	011011101	MATLOCK, THOMAS G & JUDITH L TRS	1614 E Holt Blvd.	Commercial/Office (General)
228	011011102	1624 HOLT LLC	1624 E HOLT BLVD	Commercial/Vacant Land
229	011011103	1624 HOLT LLC	HOLT BLVD	Commercial/Vacant Land
230	011011106	GOODIN, R J FAMILY TRUST	1670 E HOLT BLVD	Commercial/Office/Residential (mixed use)
231	011011107	GOODIN, R J FAMILY TRUST		Industrial/Vacant Land
232	011011108	GOODIN, R J FAMILY TRUST	1628 E HOLT AVE	Industrial/Vacant Land
233	011011109	ROWLANDS PROPERTIES	1634 E HOLT BLVD	Commercial/Vacant Land
234	011012104	MATLOCK LIVING TRUST 1997 4-2-97	120 S WALKER ST	Industrial/Vacant Land
235	011007225	UNITED STATES OF AMERICA	POST OFFICE	Miscellaneous (General)
236	100949311	4480 HOLT BLVD MONTCLAIR LLC KZMB LLC	4490 HOLT BLVD MONTCLAIR CA 91763-4197	Community: Shopping Plaza, Shopping Center, Mini-Mall
237	101061112	HBL FAMILY LLC	5280 HOLT BLVD MONTCLAIR CA 91763-4821	Neighborhood: Shopping Center, Strip Center, Enterprise Zone
238	101105215	SOUTHEAST STATESBORO LLC	5301 HOLT BLVD MONTCLAIR CA 91763	Neighborhood: Shopping Center, Strip Center, Enterprise Zone
239	101207103	RFA MONTCLAIR LP	4535 HOLT BLVD MONTCLAIR CA 91763-4710	Commercial/General
240	011006123	PAMA IV PROPERTIES LP	1348 E NOCTA ST ONTARIO CA 91764	Residential/Apartments (generic)

## West Valley Connector Project - Potential Property Impact List

10.a

Parcel No.	APN	Property Owner	Property Address	Present Use
241	011009145	ONTARIO AIRPORT CORPORATE PARK OWNER	E HOLT BLVD	Industrial/Common Area

Attachment: Attachment A - WVC PARCEL MATRIX (7301 : West Valley Connector Project - Phase 1:

## ***Minute Action***

### AGENDA ITEM: 11

***Date:*** January 6, 2021

***Subject:***

San Bernardino County Flood Control District Construction and Maintenance Agreement No. 20-1002429

***Recommendation:***

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

A. Approve Construction and Maintenance Agreement No. 20-1002429, with the San Bernardino County Flood Control District, to address the roles and responsibilities of each agency for construction and maintenance of improvements to the Mission Zanja Channel as part of the Redlands Passenger Rail Project.

B. Approve a contingency of \$50,000 of Measure I Valley Metrolink/Rail Program funds for Construction and Maintenance Agreement No. 20-1002429, with the San Bernardino County Flood Control District, to facilitate payment should survey monuments be destroyed during the construction or operation of the Redlands Passenger Rail Project, and authorize the Executive Director, or his designee, to release contingency as necessary.

***Background:***

As part of San Bernardino County Transportation Authority's (SBCTA) development of the Redlands Passenger Rail Project (RPRP), staff identified a need to study the effects of flooding along the railroad as the RPRP corridor is located within a flood plain. The SBCTA Board of Directors (Board) adopted a statement of overriding considerations as a consequence of the potential for flooding as part of the certification of its Final Environmental Impact Report (EIR) in 2015. In this context, a key component of the flood-plain analysis and design of RPRP was determining methods to limit damage to railroad infrastructure from flooding while avoiding adverse impacts to surrounding properties by dispersing flood water onto those properties. The area of most concern is located between California Street, in the City of Redlands, and the Santa Ana River, in the City of San Bernardino, where the Mission Zanja Channel (MZC) runs directly adjacent to the railroad. The MZC is a key drainage and flood control facility for the region and is managed and maintained by the San Bernardino County Flood Control District (District). The MZC is undersized for the amount of runoff conveyed into it and routinely overtops onto adjacent properties.

To adequately analyze the potential drainage impacts of flooding along the MZC, SBCTA completed a two-dimensional flood analysis, which includes modeling the velocity and direction of drainage water as it flows within and overtops the MZC. An overview of the two-dimensional flood analysis findings was provided to the SBCTA Board in July 2017. In order to address these adverse impacts, SBCTA identified two alternative solutions. Alternative 1 consisted of making modifications to the existing 60% design of RPRP to meet the "no-rise" of flood water goal. Alternative 2 identified three interim improvements that still meet the "no-rise" goal while also providing additional regional benefits to storm water conveyance within the MZC, reducing flood water inundation to properties throughout the region, and increasing the resiliency of the service corridor. In July 2017, the SBCTA Board provided direction to proceed with the design

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 6, 2021

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of the interim improvements and work with the District to have it contribute to the cost of those improvements.

On November 9, 2017, the Board of Directors Metro Valley Study Session approved Cooperative Agreement No. 17-1001640, which defines the roles and responsibilities for the design of the RPRP as it relates to the MZC and other adjacent District facilities. The District typically requires all improvements to its facility to be designed for the 100-year storm. SBCTA and the District have been coordinating and recently reached an agreement to construct interim improvements at three locations, benefitting future service as well as providing a regional benefit. As a contribution towards the interim improvements, the District has agreed to provide in-kind services, at no cost to SBCTA, consisting of but not limited to: design reviews, assistance with updating environmental clearances and permits, County permit fees, providing temporary and permanent easements on District property, and general coordination efforts by District staff or consultants for the entire RPRP. Lastly, Agreement No. 17-1001640 provides for mutual indemnity between the agencies and that the agreement will be amended for construction once the interim construction improvements are defined.

During coordination of the anticipated amendment of Agreement No. 17-1001640, the District requested a new agreement with a term of 50 years. The agreement covers the District's and SBCTA's responsibilities during construction and maintenance, emergency work during and after RPRP construction, and insurance and indemnification. The District will maintain the regional drainage improvements along the MZC at Bryn Mawr Avenue, slope paving upstream/downstream of the MZC crossing at Tippecanoe Avenue, and the floodwalls at Gage Canal, as further detailed in the agreement. The agreement also requires SBCTA to pay for the replacement of survey monuments that are removed, disturbed or destroyed during construction activities. Although we do not anticipate any monuments will be destroyed during construction activities, we are recommending an allowance of \$50,000 of Measure I Valley Metrolink/Rail Program funds to be included under this contract in order to facilitate payment to the District, should survey monuments be destroyed during the construction or operation of the RPRP. The maintenance responsibility for RPRP improvements to the local drainage will be addressed in future agreements with the Cities of Redlands and San Bernardino.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Victor Lopez, Chief of Transit and Rail Programs

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

Contract No:	<u>20-1002429</u>	Amendment No.:	<u>          </u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>1929</u>	Vendor Name:	<u>San Bernardino County Flood Control District</u>
Description:	<u>RPRP Construction and Maintenance Agreement</u>		
List Any Related Contract Nos.:	<u>17-1001640</u>		

Dollar Amount					
Original Contract	\$	-	Original Contingency	\$	50,000.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	-	Total Contingency Value	\$	50,000.00
	Total Dollar Authority (Contract Value and Contingency)			\$	50,000.00

Board of Directors	Date: 01/06/2021	Board	Item # 7302
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Capital Project Contracts	Sole Source?	N/A	No Budget Adjustment
Local	Construction and Maintenance Agreement		

[illegible]

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Carrie Schindler

## Task Manager (Print Name)

Additional Notes: Expiration is 50 years after effective date of agreement.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**  
SBCTA 20-1002429

**SAP Number**

## San Bernardino County Flood Control District

<b>Department Contract Representative</b>	Melissa Walker
<b>Telephone Number</b>	909-387-8040
<b>Contractor</b>	SBCTA
<b>Contractor Representative</b>	Victor Lopez
<b>Telephone Number</b>	909-889-8611
<b>Contract Term</b>	50 years
<b>Original Contract Amount</b>	\$0
<b>Amendment Amount</b>	n/a
<b>Total Contract Amount</b>	\$0
<b>Cost Center</b>	1920002522

### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

### WITNESSETH

**WHEREAS**, on January 17, 2018, the San Bernardino County Flood Control District (**DISTRICT**), and the San Bernardino County Transportation Authority (**SBCTA**) entered into a Cooperative Agreement, County Contract No. 18-18 and SBCTA Contract No. 17-1001640, (**COOPERATIVE AGREEMENT**) for the design of the Redlands Passenger Rail Project (**PROJECT** or **RPRP**); and

**WHEREAS**, the **COOPERATIVE AGREEMENT** provided that **SBCTA** will design, obtain all the environmental approvals, and construct the **RPRP**, as well as design and construct modifications to the Mission Zanja Channel (**MZC**), (referred to herein as **MZC IMPROVEMENTS**), which are a part of the **PROJECT**; and

**WHEREAS**, the **DISTRICT** will only be responsible for the operation and maintenance of the following portions of the **MZC IMPROVEMENTS**: channel improvements at Bryn Mawr Avenue (Exhibit "A"), slope revetment on south side upstream and downstream of the reinforced-concrete box at Tippecanoe Avenue (Exhibit "B"), and floodwalls at the Gage Canal (Exhibit "C") (collectively referred to herein as "**DISTRICT MZC IMPROVEMENTS**"); and

Attachment: 20-1002429 SBCFCD C&amp;M [Revision 1] (7302 : SBCFCD C&amp;M Agreement No. 20-1002429)

**WHEREAS, SBCTA or SBCTA's** representative will be responsible for maintenance of the **PROJECT** including portions of the **MZC IMPROVEMENTS**, which are not specifically under the **DISTRICT's** responsibility (referred to hereunder as the "**SBCTA MZC IMPROVEMENTS**"); and

**WHEREAS**, the Environmental Impact Statement/Environmental Impact Report (**EIS/EIR**) prepared for the **PROJECT** acknowledges that the facilities constructed will be within a delineated 100-year floodplain and the proposed **PROJECT** will be subject to flooding in major storm events since the **MZC** is not designed to convey 100-year storm flows; and

**WHEREAS**, the **EIS/EIR** for the **MZC IMPROVEMENTS** also acknowledges potential issues with slope stability and erosion along the **MZC** that could necessitate work by **SBCTA** in **DISTRICT** fee-owned property for the **RPRP**; and

**WHEREAS**, a license agreement dated December 5, 1958, between the **DISTRICT** and Atchinson, Topeka and Santa Fe Railway, to which **SBCTA** is the successor-in-interest, (**LICENSE AGREEMENT**) authorizes the **DISTRICT** to use **SBCTA** right-of-way for cleaning and straightening the **DISTRICT's** existing channel and may be terminated at any time by either party upon thirty (30) days' notice; and

**WHEREAS**, the **COOPERATIVE AGREEMENT** contemplated that a future agreement would be entered into between the **DISTRICT** and **SBCTA** (collectively, the "**PARTIES**") to address the construction and maintenance of the **MZC IMPROVEMENTS** and the protocol for emergency repairs as a result of channel damage adjacent to the **RPRP** facilities during storm events; and

**WHEREAS**, although **SBCTA** has already started construction of the **MZC IMPROVEMENTS** absent an agreement to address the construction and maintenance, the **PARTIES** seek to enter into this construction and maintenance agreement (**CONSTRUCTION AND MAINTENANCE AGREEMENT** or **AGREEMENT**) to further define and establish the roles and responsibilities of the **PARTIES** for the construction and the long term and ongoing operation, maintenance, and use of the facilities constructed by **SBCTA** as a part of the **PROJECT**.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** as follows:

## **SECTION I**

### **1.0 RESPONSIBILITIES OF SBCTA.**

#### **1.1 General.**

- 1.1.1 **SBCTA** shall obtain the necessary **RPRP** environmental mitigations and avoid the use of **DISTRICT** right-of-way for **RPRP** environmental mitigations.
- 1.1.2 **SBCTA** shall coordinate and conduct project team meetings, typically on a weekly basis and at least a monthly basis, which **DISTRICT** is invited to attend. These meetings include schedule updates, status of action items, and status of issues/concerns.
- 1.1.3 All work performed by **SBCTA** or on **SBCTA's** behalf shall be performed in accordance with all local, State, and Federal laws, regulations, policies, procedures, and standards, including but not limited to, Section 408 permit requirements.
- 1.1.4 **SBCTA** will preserve drainage facilities throughout the duration of the Work so that there is no ponding or accumulation of water in any area of the work site and no flow of water diverted toward the track or out of normal drainage channels, and so that all culvert inlets and outlets are kept free of debris.
- 1.1.5 **SBCTA** and its contractors shall adhere to the following environmental work restrictions:

##### **1.1.5.1 General:**

- 1.1.5.1.1 Protecting migratory and nongame birds, their occupied nests, and their eggs. Nesting or attempted nesting by migratory and nongame birds is anticipated to occur during, but is not limited to, the period



from February 15 through September 15.

- 1.1.5.1.2 Protection and pruning of existing trees and plants that are affected by execution of the **PROJECT**, whether temporary or permanent construction.

1.1.5.2 Twin Creek:

- 1.1.5.2.1 From April 15th to May 31st and September 1st to October 15th, 33.3% of the original channel design capacity must be preserved.
- 1.1.5.2.2 From October 15th to April 15th, 100% of the original channel design capacity must be maintained, i.e., no work in the channel will be allowed unless a waiver is obtained through the Los Angeles District Corps of Engineers' Engineering Division.
- 1.1.5.2.3 From June 1st to August 31st, 5% of the original channel design capacity is required.
- 1.1.5.2.4 In the event that SBCTA proposes to affect a section of the MZC that is downstream of a U.S. Army Corps of Engineers--regulated flood control basin, SBCTA must, at a minimum, coordinate its in-channel activities with the Corps of Engineers' Reservoir Regulation Section

- 1.1.6 **SBCTA** shall submit as-built documentation to **DISTRICT** upon construction completion.

## 1.2 Construction.

- 1.2.1. **SBCTA** will coordinate the work of its contractor(s) with **DISTRICT** with regard to review and approval of submittals (i.e., shop drawings, product data, samples), permits, and required inspections.
- 1.2.2. **SBCTA** shall not use any **DISTRICT**-owned property, easement areas, or areas covered under any agreement involving the **DISTRICT**, for conservation or mitigation purposes by any entity other than the **DISTRICT**, unless such conservation or mitigation has been specifically listed as an authorized activity of this **AGREEMENT**.
- 1.2.3. Should any survey monumentation be located during the course of construction and it is further determined that such monumentation will be disturbed or destroyed during construction, then a Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying shall submit a corner record showing pre-construction ties prior to disturbing the monument with the County Surveyor prior to the start of construction. The monuments shall be reset in a surface of the new construction, with a suitable monument box placed thereon, or set with permanent witness monuments. A corner record shall be filed with the County Surveyor for reset of monuments and evidence submitted prior to finalizing the Permit. All work shall be performed under the direction of a licensed land surveyor or registered civil engineer at the expense of **SBCTA**.
- 1.2.4. Any **DISTRICT** right-of-way monuments that are removed, disturbed, or destroyed as a result of activity under this **CONSTRUCTION AND MAINTENANCE AGREEMENT** will be replaced by the **DISTRICT**. **SBCTA** will be billed and agrees to immediately pay all costs of such replacement.
- 1.2.5. No floatable materials or stockpiling shall be maintained in **DISTRICT** right-of-way during storm season from October 15 to May 15, and equipment shall be kept out of **DISTRICT** right-of-way except when in use during work hours.
- 1.2.6. All existing **DISTRICT** access gates shall be locked after hours and on weekends by interlocking **SBCTA**'s lock with the **DISTRICT**'s lock to allow **DISTRICT** access. **SBCTA**

shall ensure that the gate remains locked at all times except when authorized access is required. This shall not include the gates that are to be removed at Twin Creek adjacent to the tracks.

- 1.2.7. All construction and material testing for facilities constructed within **DISTRICT** right-of-way will be performed by **SBCTA** and/or **SBCTA's** authorized agent and certified evidence thereof shall be furnished to the **DISTRICT** at **SBCTA's** expense.
- 1.2.8. **SBCTA** will submit to the **DISTRICT** "Record Drawings" (hard copy of the final as-built **PLANS**), stamped and signed by a Registered Engineer in the State of California, at the time of the final inspection for the **DISTRICT MZC IMPROVEMENTS**. In addition, an electronic "PDF" format copy of the **PLANS** will be required.
- 1.2.9. Any damage caused to **DISTRICT** facilities or structures by reason of the exercise of this **CONSTRUCTION AND MAINTENANCE AGREEMENT** shall be repaired at the cost of **SBCTA** to the satisfaction of the **DISTRICT**. **SBCTA** will be billed for the **DISTRICT's** actual cost of repair should **SBCTA** neglect to make such repairs within ninety (90) days of the **DISTRICT's** request.
- 1.2.10. **SBCTA** is hereby advised that the **DISTRICT's** inspector may make routine, periodic visits to the construction site. Such site inspections shall be performed to ensure that activities have not been initiated without proper notification to the **DISTRICT**.
- 1.2.11. The exact location of any newly installed above ground structure(s) shall be field coordinated with the **DISTRICT's** inspector prior to installation to assure no interference with future operation and maintenance activities.
- 1.2.12. Should maintenance of the **MZC** be required at any time, **SBCTA** shall coordinate such maintenance activity with the **DISTRICT's** Flood Control Operation's Support Division.
- 1.2.13. **SBCTA** may perform maintenance work by its own staff or have the maintenance work done by a qualified contractor.
- 1.2.14. **SBCTA** shall adhere to the conditions listed in the permit SPL-408-2017-0046 issued by United States Army Corps of Engineers, which is attached as Exhibit "D".
- 1.2.15. **SBCTA** shall provide the **DISTRICT** with ten (10) business days prior written notice before the proposed date of substantial completion of the **DISTRICT MZC IMPROVEMENTS** to provide the **DISTRICT** with the opportunity to inspect and accept the **DISTRICT MZC IMPROVEMENTS**. The **DISTRICT** shall inspect the **DISTRICT MZC IMPROVEMENTS** and provide **SBCTA** with a punch list of any necessary corrections. Any repairs or punch list work shall be inspected by the **DISTRICT** and any additional corrections made by **SBCTA** until final acceptance by the **DISTRICT**. Final acceptance by the **DISTRICT** shall be deemed to have occurred upon the date of a written letter from the **DISTRICT Chief Flood Control Engineer** or **Interim Chief Flood Control Engineer** accepting the **DISTRICT MZC IMPROVEMENTS** on behalf of the **DISTRICT**.
- 1.2.16. **SBCTA** warrants to the **DISTRICT** that: (i) materials and equipment furnished by its contractor(s) will be of good quality and new unless otherwise required or permitted by the **DISTRICT**; (ii) the work performed for the **DISTRICT MZC IMPROVEMENTS** will be of good quality and free from defects; (iii) the **DISTRICT MZC IMPROVEMENTS** will conform to the requirements of the plans and specifications approved by the **DISTRICT** for the **DISTRICT MZC IMPROVEMENTS**; and (iv) **SBCTA** will deliver the **DISTRICT MZC IMPROVEMENTS** free of stop notice claims. Work not conforming to these requirements, including substitutions not properly approved by the **DISTRICT**, shall be deemed defective.

**SBCTA** shall, and hereby does, warrant the **DISTRICT MZC IMPROVEMENTS** for a period of one (1) year commencing from the date of the **DISTRICT's** acceptance of the **DISTRICT MZC IMPROVEMENTS** as specified in Section 1.2.15 and shall repair or replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials, without expense whatsoever to **DISTRICT**.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to California Code of Civil Procedure section 337.15 or otherwise limit the **DISTRICT's** rights with regard to latent defects.

The acceptance of the **DISTRICT MZC IMPROVEMENTS** by the **DISTRICT** shall not constitute acceptance of work not in accordance with the plans and specifications approved by the **DISTRICT** or relieve **SBCTA** from liability for faulty or defective work on the **DISTRICT MZC IMPROVEMENTS**.

- 1.2.17. If **SBCTA** fails to commence corrections within forty-eight (48) hours after receipt of written notice, **DISTRICT** will proceed to have defects repaired and made good at the expense of **SBCTA**, plus fifteen percent (15%) for **DISTRICT's** overhead and administrative expense. If, in the sole opinion of the **DISTRICT**, defective work creates a dangerous or hazardous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the **DISTRICT**, the **DISTRICT** may take immediate action, give notice, and make such correction, subject to reimbursement pursuant to this Section 1.2.17.

### 1.3 Maintenance.

- 1.3.1. **SBCTA** or **SBCTA's** representative shall maintain the **PROJECT**, including the **SBCTA MZC IMPROVEMENTS**, including but not limited to all bridges, abutments, side drainage connections, apertures and other non-channel improvements, in conformance with the **PLANS**.
- 1.3.2. **SBCTA** or **SBCTA's** representative shall obtain any necessary approvals, permits, environmental documentation, environmental permits and/or agreements from other agencies that may be required to carry out any of its maintenance activities for the **SBCTA MZC IMPROVEMENTS** under this section.
- 1.3.3. **SBCTA** shall be responsible for all costs associated with its operation and maintenance activities identified under this Section.
- 1.3.4. **SBCTA** shall allow **DISTRICT** to utilize the **DISTRICT's** existing easement and maintenance license to access the **MZC** for **DISTRICT** operation and maintenance activities.
- 1.3.5. **SBCTA** or **SBCTA's** representative shall be responsible to provide inspection and/or video inspection and all associated reports, etc., for the life of the side drain structures allowed under this agreement within 90-days after written notification by the **DISTRICT**. All reports and documentation shall be to standards acceptable to the agencies requesting the inspection (e.g., State or Federal agencies).
- 1.3.6. **SBCTA** shall obtain all right-of-way or grant right-of-entry in order for the **DISTRICT** to perform operation and maintenance activities on the **DISTRICT MZC IMPROVEMENTS** as set forth in Section 2.3 below.

## SECTION II

### **2.0 RESPONSIBILITIES OF DISTRICT.**

#### **2.1 General.**

- 2.1.1 **DISTRICT** inspectors shall contact **SBCTA** or **SBCTA's** representative before entering **SBCTA's** right-of-way.

#### **2.2 Construction.**

- 2.2.1. **DISTRICT** agrees that upon two (2) business days' notice, it will prioritize workload to inspect the work at the time and location requested for elements within the **DISTRICT's** right-of-way, including the **DISTRICT MZC IMPROVEMENTS**.
- 2.2.2. **DISTRICT** agrees that all permit applications submitted by **SBCTA** or **SBCTA's** representative to the **DISTRICT** will be responded to within one (1) week of receipt.
- 2.2.3. **DISTRICT** agrees that submittals, written requests for information and/or construction drawings provided by **SBCTA** or **SBCTA's** representative to the **DISTRICT** will be responded to within ten (10) business days of receipt.
- 2.2.4. **DISTRICT** agrees that upon ten (10) business days written notice from **SBCTA** or **SBCTA's** representative, it will conduct a review of the **DISTRICT MZC IMPROVEMENTS** and provide a punch list.

#### **2.3 Maintenance.**

- 2.3.1 **DISTRICT** will only be responsible for the operation and maintenance of the **DISTRICT MZC IMPROVEMENTS**.
- 2.3.2 **DISTRICT** shall adhere to all applicable laws and regulations, and shall operate and maintain the **DISTRICT MZC IMPROVEMENTS**.
- 2.3.3 **DISTRICT** shall obtain any necessary approvals, permits, and/or agreements from agencies that may be needed to carry out any of its maintenance activities once the initial operation and maintenance activities, environmental documents and permits obtained by **SBCTA** have expired.
- 2.3.4 **DISTRICT** shall be responsible for all costs associated with its operation and maintenance activities under this Section.

## SECTION III

### **3.0 EMERGENCY WORK DURING AND AFTER PROJECT CONSTRUCTION.**

- 3.1 During construction, **SBCTA** or **SBCTA's** representative shall maintain and provide for a flood watch when storm conditions threaten, have personnel and equipment available on a 24-hour schedule, and provide the **DISTRICT** with the names and after-hours phone numbers of responsible supervisory personnel.

- 3.2 Both during completion and following completion of the **PROJECT** construction, **SBCTA** or **SBCTA's** representative shall be solely responsible for any storm damage to **SBCTA** facilities regardless of whether the damage arises from or is related to flood waters within the **MZC** or any adjacent **DISTRICT** facilities. During construction and until formal acceptance by the **DISTRICT** as outlined herein, **SBCTA** or **SBCTA's** representative shall be responsible for any required repairs to **DISTRICT MZC IMPROVEMENTS**.
- 3.3 After a storm event terminates, **DISTRICT** shall evaluate the damage to **DISTRICT** facilities, including but not limited to, the **MZC** and the **DISTRICT MZC IMPROVEMENTS** (if the **DISTRICT** has formally accepted the improvements pursuant to this **AGREEMENT**) and submit any required emergency repairs (**EMERGENCY WORK**) for environmental clearance within five (5) business days of the termination of the storm event. "**EMERGENCY WORK**" as used in this **AGREEMENT** may include, but shall not be limited to, such work that the requesting party in its sole discretion deems necessary to prevent, mitigate, or remedy an urgent or immediate threat of loss or impairment of life, health, property, or essential public services.
- 3.4 The **DISTRICT** will proceed with repairs on its facilities (including the accepted **DISTRICT MZC IMPROVEMENTS**), using **DISTRICT's** own labor force or its on-call contractors once environmental clearance for the **EMERGENCY WORK** is obtained. Completion of **EMERGENCY WORK** is dependent on the amount of damage received from the storm and weather forecasts for future storm activity, as well as staffing and environmental clearances. **DISTRICT** will provide SBCTA an estimated completion schedule within five (5) business days of the commencement of **EMERGENCY WORK**.

#### SECTION IV

#### 4.0 GENERAL TERMS AND CONDITIONS.

- 4.1 All of the **DISTRICT's** revenues, as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the **DISTRICT** in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this **AGREEMENT** are subject to the prior pledge of revenues described above. **DISTRICT** payments pursuant to this **AGREEMENT** will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the **DISTRICT** from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the **DISTRICT** (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the **DISTRICT** pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the **DISTRICT**, investment income and all other money howsoever derived by the **DISTRICT** from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the **DISTRICT**, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the **DISTRICT**.
- 4.2 The actions taken by **SBCTA** in the implementation of this **AGREEMENT** are delegated to its Executive Director or designee; the actions required to be taken by **DISTRICT** in the implementation of this **AGREEMENT** are delegated to the Chief Flood Control District Engineer, Interim Chief Flood Control Engineer or their designee, to the extent permissible by County Policy and State law.
- 4.3 This **AGREEMENT** shall be effective on the date the last **PARTY** signs the **AGREEMENT** (**EFFECTIVE DATE**).



- 4.4 The Term of the **AGREEMENT** shall be for fifty (50) years from the **EFFECTIVE DATE**, but may be extended by the mutual written agreement of the **PARTIES**.

#### 4.5 Insurance and Indemnification

- 4.5.1 **DISTRICT** is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrants that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this **AGREEMENT**. SBCTA warrants that it maintains a self-insured retention as well as traditional insurance policies for the purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation in sufficient coverage amounts to protect against liability arising out of performance of the terms, conditions, or obligations of this **AGREEMENT**.
- 4.5.2 Neither **SBCTA** nor any officer or employee of **SBCTA** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **DISTRICT** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **DISTRICT** under this **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **DISTRICT** shall fully indemnify, defend and hold **SBCTA** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of **DISTRICT** or the **DISTRICT's** breach of this **AGREEMENT**. Nothing set forth herein shall be construed to obligate the **DISTRICT** to improve or enhance its facilities, including the **MZC** or the **DISTRICT MZC IMPROVEMENTS** to protect from flood or water damage, the **PROJECT** or **SBCTA's** facilities in general.
- 4.5.3 Neither **DISTRICT** nor any officer or employee of **DISTRICT** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **SBCTA** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **SBCTA** under this **AGREEMENT**. SBCTA recognizes the risk associated with placing the **PROJECT** adjacent to the **MZC** since the **MZC** cannot convey major storm flows; **SBCTA** assumes all risk and liability due to flooding and water damage to the **PROJECT** and **SBCTA** facilities. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **SBCTA** shall fully indemnify, defend and hold **DISTRICT** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of **SBCTA** under or in connection with the **PROJECT**, or any work, authority or jurisdiction delegated to or determined to be the responsibility of **SBCTA** under this **AGREEMENT**.
- 4.5.4 In the event **DISTRICT** and/or **SBCTA** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, **DISTRICT** and/or **SBCTA** shall indemnify the other to the extent of its comparative fault.
- 4.5.5 **SBCTA** shall require the carriers of required coverages to waive all rights of subrogation against the **DISTRICT**, the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit **SBCTA** and **SBCTA's** employees or agents from waiving the right of subrogation prior to a loss or claim. SBCTA hereby waives all rights of subrogation against the **DISTRICT** and the County.
- 4.5.6 **DISTRICT** shall require the carriers of required coverages to waive all rights of subrogation against SBCTA, its officers, employees, agents, volunteers, contractors and

subcontractors. All general or auto liability insurance coverage provided shall not prohibit **DISTRICT** and **DISTRICT's** employees or agents from waiving the right of subrogation prior to a loss or claim. **DISTRICT** hereby waives all rights of subrogation against the **SBCTA**.

4.5.7 The indemnification and defense obligations of this **AGREEMENT** shall survive its expiration or termination.

4.6 All notices, approvals, consents or other documents required or permitted under this **AGREEMENT** shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

San Bernardino County Transportation  
Authority  
1170 West Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
Attn: Director of Transit and Rail

San Bernardino County Flood Control  
District  
825 E. 3rd Street  
San Bernardino, CA 92415-0835  
Attn: Chief Flood Control Engineer

4.7 In the event of litigation arising from this **AGREEMENT**, each party to the **AGREEMENT** shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to paragraph 4.5.

4.8 This **AGREEMENT** contains the entire agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts, to the extent that such agreements conflict, including but not limited to the **LICENSE AGREEMENT** and **COOPERATIVE AGREEMENT**. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by **SBCTA** and **DISTRICT**. The order of precedence as amongst the agreements between the parties in the event of a conflict shall be as follows:

1. This Operations and Maintenance Agreement
2. Cooperative Agreement
3. License Agreement

4.9 This **AGREEMENT** may be terminated, with or without cause, by either **SBCTA** or **DISTRICT** upon thirty (30) days advance written notice by the party wishing to terminate, provided, however, that any such cancellation shall not be effective as to any existing obligations pursuant to any **EMERGENCY WORK** authorized prior to notice of cancellation.

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

4.11 This **AGREEMENT** shall inure to the benefit of and to be binding upon the successors and assigns of both **PARTIES**. All signatories hereto warrant that they are duly authorized to execute this **AGREEMENT** on behalf of said **PARTIES** and that by so executing this **AGREEMENT**, the **PARTIES** hereto are formally bound to this **AGREEMENT**.

4.12 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**. Venue shall be in San Bernardino County.

- 4.13 No waiver by any **PARTY** of any of the provisions shall be effective unless explicitly stated in writing and executed by the **PARTY** so waiving. Except as provided in the preceding sentence, no action taken pursuant to this **AGREEMENT**, including, without limitation, any investigation by or on behalf of any **PARTY**, shall be deemed to constitute a waiver by the **PARTY** taking such action of compliance with any representations, warranties, covenants, or agreements contained in this **AGREEMENT**, and in any documents delivered or to be delivered pursuant to this **AGREEMENT**. The waiver by any **PARTY** of a breach of any provision of this **AGREEMENT** shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this **AGREEMENT** shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 4.14 The section headings contained in this **AGREEMENT** are for convenience and reference only and shall not affect the meaning or interpretation of this **AGREEMENT**.
- 4.15 If any clause or provision of this **AGREEMENT** is determined to be 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.
- 4.16 The Recitals stated above are true and correct and are incorporated by this reference into the **AGREEMENT**.

-----SIGNATURES ON FOLLOWING PAGE-----



**IN WITNESS WHEREOF**, this **AGREEMENT**, has been fully executed on behalf of **DISTRICT** and **SBCTA** by their duly authorized representatives.

**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

*(Print or type name of corporation, company, contractor, etc.)*

►  
Curt Hagman, Board Chairman

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Lynna Monell, Clerk of the Board

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by District

►  
Sophie A. Akins, Deputy County Counsel

►  
Andy Silao, P.E.

►  
Brendon Biggs, Chief Flood Control Engineer

Date \_\_\_\_\_

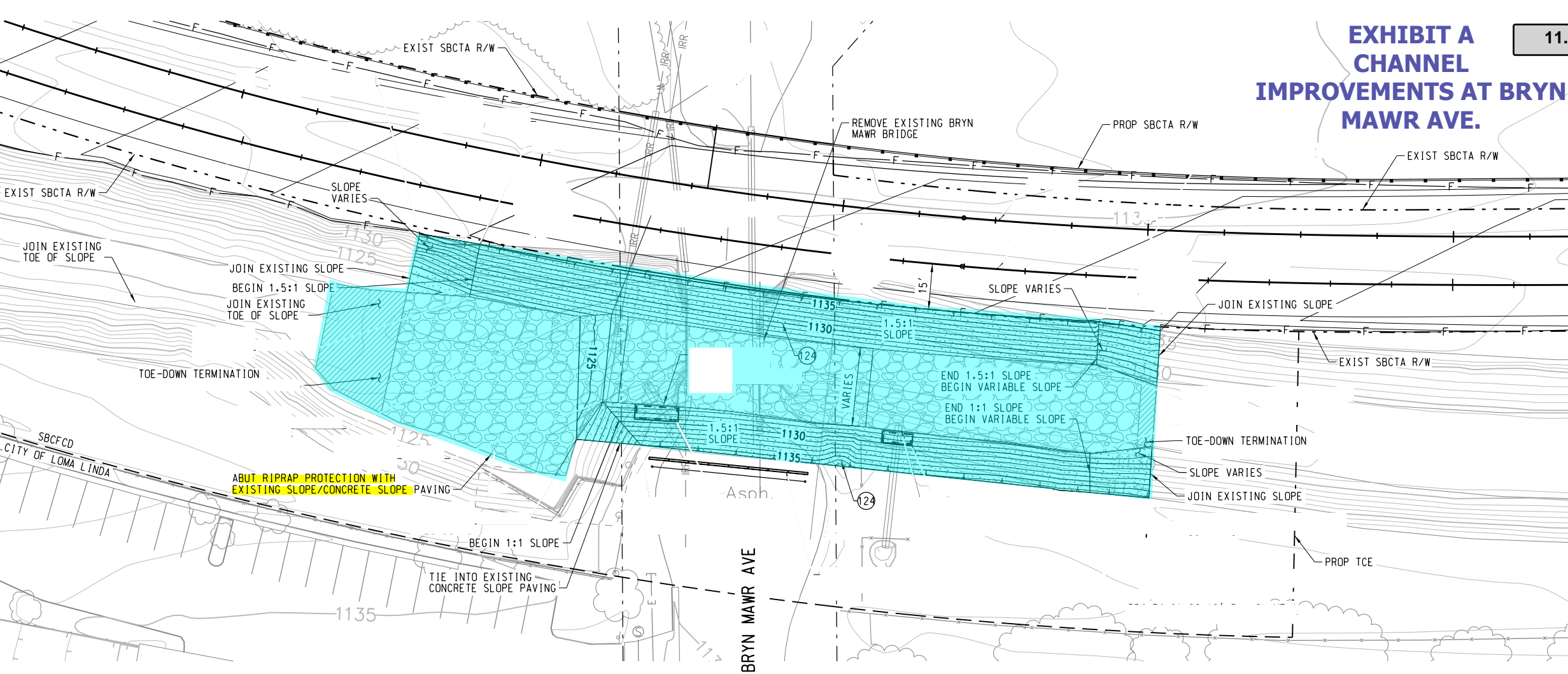
Date \_\_\_\_\_

Date \_\_\_\_\_

Attachment: 20-1002429 SBCFCD C&M [Revision 1] (7302 : SBCFCD C&M Agreement No. 20-1002429)

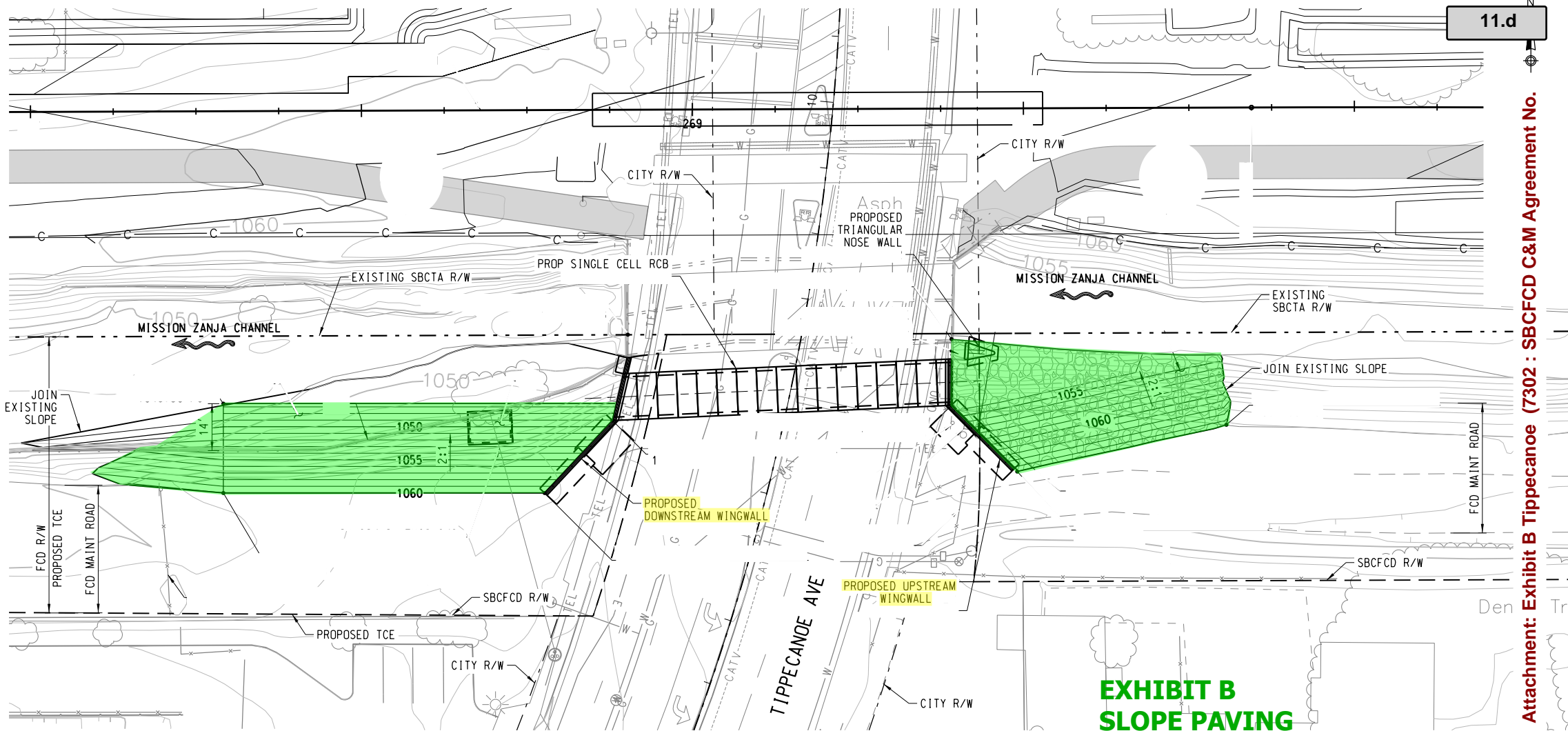
**EXHIBIT A  
CHANNEL  
IMPROVEMENTS AT BRYN  
MAWR AVE.**

11.c



**PLAN**  
SCALE: 1" = 20'-0"

Attachment: Exhibit A Bryn Mawr (7302 : SBCFCD C&M Agreement



PLAN

SCALE: 1" = 20'-0"

**EXHIBIT B  
SLOPE PAVING  
UPSTREAM/DOWNSTREAM  
OF TIPPECANOE AVE.**

Packet Pg. 119

**EXHIBIT C  
FLOODWALLS  
AT GAGE CANAL**

**PLAN**

This plan view illustrates the proposed floodwall project at the Gage Canal. The diagram shows the intersection of the SBCTA Right-of-Way (R/W) and the City of Riverside Right-of-Way (R/W). Key features include:

- Proposed Floodwalls:** A red line indicates the proposed Gage Canal Northern Flood Wall and Southern Flood Wall. The northern wall starts at Station 10+00 and ends at Station 11+85. The southern wall starts at Station 10+30 and ends at Station 11+50.
- Existing Structures:** The plan shows existing concrete riprap, approach slabs, and a knee wall to remain. The existing grade control structure is also indicated.
- Canal and Channel:** The Gage Canal is shown at the top, and the Mission Zanja Channel is shown at the bottom. The channel bed is at elevation 1045.9.
- Right-of-Way and Slopes:** The SBCTA R/W and City of Riverside R/W are clearly marked. Slopes are indicated with dimensions such as 10:1, 3:1, and 4:1.
- Stationing and Angles:** Stationing is provided for both walls (e.g., North Wall STA 10+00 to 11+85, South Wall STA 10+30 to 11+50). Angle points are marked for both walls.
- Other Features:** A gage well (27-1) is located near the southern wall. The plan also shows the extension of the existing slab and the removal of the existing concrete slope.

SCALE: 1" = 20'-0"





**DEPARTMENT OF THE ARMY**  
**33 U.S.C. § 408 PERMISSION**  
U. S. Army Corps of Engineers  
Los Angeles District



**REQUESTER / NON-FEDERAL SPONSOR:** San Bernardino County Flood Control District, 825 E. 3<sup>rd</sup> Street, San Bernardino, CA 92415

**THIRD PARTY PERMITTEE:** San Bernardino County Transportation Authority.

**PERMISSION NUMBER:** SPL-408-2017-0046

**ISSUING OFFICE:** U.S. Army Corps of Engineers, Los Angeles District, Engineering Division

**CORPS PERMISSION COORDINATOR:** Mr. Rafiqul Talukder, (213) 452-3745,  
[spl.408permits@usace.army.mil](mailto:spl.408permits@usace.army.mil)

**AFFECTED FEDERAL PROJECT AND DESCRIPTION:** Twin Creek Channel

**LOCATION:** LAT 34°05'26.75" N, LON -117°16'58.82" W

**APPROVED MODIFICATION OR ALTERATION OF THE FEDERAL PROJECT:**

The San Bernardino County Flood Control District (SBCFCD) has requested to modify/alter a Corps built flood risk management facility by improving the existing Twin Creek Bridge Crossing structure in the City of San Bernardino. Improvements would include the retrofit of the Twin Creek Bridge Crossing to maintain the structural integrity of the existing foundation and reconstruction of a side drain. This will aid the Redlands Passenger Rail Project within the Redlands Corridor to facilitate passenger rail service between the City of San Bernardino and the University of Redlands (Section 408 Activity).

The "approved plans and specifications," dated 22 July 2019, which this Permission is based are retained by the Corps and filed pursuant to the Permission number listed above.

**I. General Conditions**

1. The Corps acknowledges that the Section 408 Activity will be carried out by the San Bernardino County Transportation Authority (Third Party Permittee) and that this Permission is being issued to the Non-Federal Sponsor, pursuant to the Non-

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Federal Sponsor's obligations under any applicable Federal Project agreement and as codified in 33 U.S.C. 2213 (j). The Non-Federal Sponsor shall ensure compliance with and enforce all requirements referenced in General Condition "3" and Special Conditions, below, against the Third Party Permittee by separate agreement or permission. The Corps reserves the right to enforce all conditions stated herein against the Non-Federal Sponsor directly. This Permission shall not diminish the overall responsibility of the Non-Federal Sponsor to operate and maintain the Federal Project as described in the Federal Project's Operation and Maintenance (O&M) Manual.

2. In the event the Third Party Permittee fails to maintain the Section 408 Activity in good condition and in conformance with the terms and conditions of this Permission or the agreement or separate permission referenced in General Condition "3" and Special Conditions, below, the Non-Federal Sponsor shall be responsible for taking any and all actions necessary to prevent or mitigate any interference with the operation of the Federal Project that may result from the Third Party Permittee's failure, in accordance with the following:
  - a. Except when immediate action is necessary to prevent or minimize injury to persons or damage to property or the environment, the Non-Federal Sponsor shall, prior to commencing any such actions, provide notice to the Corps of the proposed actions and obtain the Corps' approval.
  - b. When the Non-Federal Sponsor takes immediate action to prevent injury to persons or damage to property or the environment, the Non-Federal Sponsor shall notify the Corps of such actions as soon as reasonably practical and shall obtain the Corps' approval of any additional actions reasonably necessary to prevent or mitigate the interference with the operation of the Federal Project.
  - c. In the event that actions by the Non-Federal Sponsor in accordance with this General Condition "2" fail to prevent interference or potential interference with the operation of the Federal Project resulting from modifications or alterations by the Third Party Permittee, the Non-Federal Sponsor then shall be responsible to maintain the Section 408 Activity or to take action to remove the Section 408 Activity in a manner acceptable to the Corps. Removal shall be conducted only after consultation with the Corps and upon modification or amendment of this Permission.
3. Prior to the commencement of any construction related to the Section 408 Activity, the Non-Federal Sponsor shall enter into an agreement with, or issue a separate permission to, the Third Party Permittee which shall impose the following requirements on the Third Party Permittee:
  - a. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, operation, maintenance, repair, rehabilitation, or replacement of the



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Section 408 Activity, or for damages to the Federal Project. The Third Party Permittee shall hold the United States harmless from any and all such claims except to the extent caused by the fault or negligence of the United States or its contractors.

- b. Third Party Permittee shall acknowledge that the issuance of the Permission shall not excuse or exempt the Third Party Permittee's compliance with any Federal, state, or local law or regulation that is otherwise applicable, including, but not limited to, those regarding construction, health, safety, water supply, sanitation, use of pesticides, and licenses or permits necessary for the Section 408 Activity.
- c. Third Party Permittee shall maintain the Section 408 Activity in good condition and in conformance with the terms and conditions of this Permission. The Third Party Permittee shall not be relieved of this requirement even if the Section 408 Activity is abandoned. Should the Third Party Permittee wish to cease to maintain the 408 Activity or desire to abandon it, the Third Party Permittee shall request the Non-Federal Sponsor to obtain from the Corps a modification of this Permission, which may require additional construction activities to abandon the facility.
- d. If previously unknown historic or archeological remains are discovered in carrying out the Section 408 Activity, the Third Party Permittee shall cease activity, protect the site, and immediately notify the Non-Federal Sponsor and the Corps. The Corps will initiate Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- e. If the scope of the Section 408 Activity changes from the approved plans and specifications upon which this Permission is based, the Third Party Permittee shall request the Non-Federal Sponsor to resubmit the Permission application with the Permission number and revisions clearly identified. Work associated with the Section 408 Activity that does not pertain to the revised portion of the project may continue while the revisions are being reviewed unless the Corps indicates otherwise.
- f. Third Party Permittee shall apprise the Non-Federal Sponsor and the Corps' Permission Coordinator of the anticipated start and completion dates of construction of the 408 Activity within two (2) weeks of execution of this Permission.
- g. Third Party Permittee shall notify the Non-Federal Sponsor and the Corps of the start date for construction and a copy of the construction schedule at least one (1) week prior to starting. Construction activities shall not impair the Corps access to perform maintenance services, inspections, and patrolling activities. An invitation shall be sent to the Non-Federal Sponsor

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and the Corps for any kick-off meetings and final walk-through, as applicable.

- h. The Third Party Permittee shall allow the Non-Federal Sponsor and Corps representatives to inspect the Section 408 Activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this Permission.
  - i. The Third Party Permittee shall oversee the conduct of the work and ensure the Section 408 Activity is being constructed in accordance with the plans and specifications approved by the Corps.
  - j. Upon completion of construction of the Section 408 Activity, the Third Party Permittee shall submit electronic copies of the as-built plans of the Section 408 Activity to the Non-Federal Sponsor and the Corps, which are signed by the Third Party Permittee's engineer of record. Electronic copies of the as-built plans shall be submitted in .pdf format. As-built plans must be provided within 180 days of construction completion.
  - k. O&M Manual Updates. The Non-Federal Sponsor shall provide the Corps with the O&M Manual for the features of the proposed project, including but not limited to the features defined as the Section 408 Activity. The O&M Manual shall include a description of the new features, reference to the Section 408 approvals, instructions for O&M activities, points of contact, and as-built plans. The O&M Manual must be provided within 180 days of construction completion.
  - l. Work shall not begin in waters of the United States until the Third Party Permittee first obtains a separate, additional Department of the Army permission for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).
  - m. Should construction activities fail to commence within two (2) years after the effective date of this permission, this permission shall be immediately revoked.
4. The determination of this office that issuance of this permission is not contrary to the public interest was made in reliance on the information submitted. This office may reevaluate its decision on this permission at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. Third Party Permittee fails to comply with any of the requirements contained in the agreement or separate permission referenced in General



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Condition "3", below, and the Non-Federal Sponsor fails to take appropriate action, within a reasonable period of time, to enforce those requirements and/or to prevent any interference with operation of the Federal Project caused by, or related to, the Third Party Permittee's non-compliance.

- b. The information provided by the Non-Federal Sponsor in support of the permission application proves to be incomplete or inaccurate.
  - c. Significant new information surfaces which the Corps did not consider in reaching the original public interest decision.
5. The Corps has examined this Permission and determined that the Permission conditions are sufficient. The Corps may incorporate new Permission conditions if required for the affected Federal Project.

## **II. Special Conditions**


1. The Third Party Permittee is required to provide the Corps Los Angeles District Reservoir Regulation Section with a completed Site Access Coordination Form if construction will take place within or downstream of any Corps Flood Control Basin. The Site Access Coordination form is found here: [\[http://www.spl.usace.army.mil/Missions/CivilWorks/ReservoirRegulation.aspx\]](http://www.spl.usace.army.mil/Missions/CivilWorks/ReservoirRegulation.aspx), under 'Contact Us' see "LAD Site Access Form"]. The applicant shall provide a Point of Contact (POC) so that the Reservoir Regulation Section can be in contact with the POC regarding project information and coordination of reservoir operations. The POC shall use all reasonable efforts to contact the Corps' Reservoir Operation Center (ROC) by calling (213) 452-3623 at least two (2) business days prior to commencement of approved modification/alteration.
2. Third Party Permittee's construction schedule must adhere to CESPL-ED-HH Policy titled *Channel Improvement Limitations for Permits*, dated April 2008.
3. Third Party Permittee must implement Best Management Practices (BMPs) as necessary to reduce air quality impacts from fugitive dust and/or particulate matter, including road watering, if the Section 408 activity generates wind speed in excess of 20 mph.
4. Third Party Permittee must implement BMPs as necessary to ensure that water quality is not adversely affected by the Section 408 Activity.
5. Third Party Permittee must provide documentation and plans for remediation of disturbed levee embankment and appurtenant structures if required. Third Party Permittee (and Non-Federal Sponsor) must repair any damage to the existing levee and appurtenant structures caused by Section 408 Activity. The repairs must be accomplished to the satisfaction of Corps and at no cost to the Corps.

SPL-408-2017-0046


6. Third Party Permittee shall submit an as-built geotechnical construction report and plans to USACE Los Angeles District following completion of the project. The report shall include, as a minimum, excavation limits, backfill operations, and compaction records.
7. Third Party Permittee shall repair any damage to the channel wall and/or channel side slope in kind.
8. Water jetting is not allowed near the Federal Project.
9. Construction activities shall comply with HHPM16 – Diversion and Control of Water during Construction (SPL Hydraulics and Hydrology policy Memorandum).
10. Third Party Permittee must comply with the environmental commitments in the Redlands Passenger Rail Twin Creek Bridge Retrofit and Drain Re-Construction Environmental Assessment.

Nothing in this Permission shall be constructed as abrogating or otherwise diminishing the responsibility of the Non-Federal Sponsor to hold and save the Government free from all damages arising from construction, operation, maintenance, repair, rehabilitation, or replacement of the Federal Project and any alterations or modifications, including any alteration or modification approved herein, except to the extent caused by the fault or negligence of the United States or its contractors.

By signing this Permission, the signatory to this Permission hereby represents and warrants that they are duly authorized to execute and bind the San Bernardino County Flood Control District to the terms and conditions contained within this Permission. This Permission shall become effective upon signature below by the U.S. Army Corps of Engineers official.

  
 Brendon Biggs, P.E.  
 Flood Control Engineer  
 San Bernardino County Flood Control District

4-20-2020  
 Date

  
 Gary J. Lee, P.E.  
 Chief, Engineering Division  
 Los Angeles District  
 U.S. Army Corps of Engineers

4/21/2020  
 Date

## ***Minute Action***

### AGENDA ITEM: 12

***Date:*** January 6, 2021

***Subject:***

Amendment No. 3 to Contract Task Order No. 59 for Contract No. 14086/00-1000940 with WSP USA, Inc. for Design of Redlands Passenger Rail Project Maintenance Facility

***Recommendation:***

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

Approve Amendment No. 3 to Contract Task Order No. 59 for Contract No. 14086/00-1000940 with WSP USA, Inc., for design services on the Redlands Passenger Rail Project Rail Storage and Maintenance Facility, increasing the contract task order amount by \$300,000.00, using previously authorized project funds, for a new not-to-exceed contract task order amount of \$1,228,743.85; and authorize the Executive Director, or his designee, to execute the amendment.

***Background:***

In August 2017, WSP USA, Inc. (WSP) was awarded Contract Task Order (CTO) No. 59 for Contract No. 14086/00-1000940, in the amount of \$823,213.93, for the design of the Rail Storage and Maintenance Facility (RSMF), serving the Diesel Multiple Units (DMU) that are being procured as part of the Redlands Passenger Rail Project (RPRP). The original design services under CTO No. 59 were authorized to include the design for selected conceptual design, completion of various design submittals, provision of support during construction, and coordination with various stakeholders and contractors. During the project, WSP performed some design work considered to be beyond the original scope/fee proposal but was required to successfully complete the project.

The additional out of scope work has been detailed and is listed in the Amendment No. 3 to CTO No. 59 support documents attached to this item, and is summarized as follows:

1. Prepare legal description & plat map for a sewer easement
2. Attend weekly construction meetings
3. Perform additional structural calculations for temporary conditions of a 27" sewer main
4. Prepare design to implement Positive Train Control (PTC), including Wi-Fi study
5. Provide additional construction support services, such as responding to Requests for Information and Submittal reviews
6. Prepare analysis and design revisions to increase vehicle flexibility of the RSMF
7. Prepare analysis and design revisions for communication systems that incorporate the requirements of Southern California Regional Rail Authority (SCRRA), the new RSMF operator
8. Incorporate various Water Quality Management Plan (WQMP) modifications due to new sand-oil separator
9. Prepare analysis for train wash effluent

In January 2020, the SBCTA Board of Directors (Board) approved changes to Policy No. 11000, limiting the Executive Director's authority to approve amendments to CTOs originally over \$500,000 to 10% of the original CTO value, but not-to-exceed \$100,000. Since Amendment

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 6, 2021

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No. 3 to CTO No. 59 exceeds the limits established under Policy No. 11000, Board approval is required. Increasing the design fee for the RSMF to \$1,228,743.85 increases the design fee to approximately 5.9% of the construction contract, which is well within the industry standard.

Staff recommends approval of Amendment No. 3 to CTO No. 59, increasing the CTO amount by \$300,000.00, using previously authorized project funds, for a revised not-to-exceed amount of \$1,228,743.85.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the scope of work.

***Responsible Staff:***

Victor Lopez, Chief of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

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San Bernardino County Transportation Authority



Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

Consultant Name: WSP USA, Inc. Contract No.: C14086/00-1000940  
 CTO No.: 59  
 Amendment No.: 3

Period of Performance: CTO Start Date is effective on date executed by SBCTA CTO Completion Date: 12/31/2022

## Scope of Work Description – Attach Scope of Work

## CTO Pricing – Attach Price Proposal

☒ Lump Sum ☐ Time and Materials

Original CTO Amount:	<u>\$823,213.93</u>	Not to Exceed CTO Amount:	\$ <u>823,213.93</u>
Amendment # <u>3</u> to CTO # <u>59</u> :		Not to Exceed Amendment Amount:	\$ <u>300,000.00</u>
		Cumulative Amount of All Amendments:	\$ <u>105,529.92</u>
REVISED TOTAL CTO AMOUNT (Amount includes all Amendments):		\$	<u>1,228,743.85</u>
Funding String For This CTO:			<u>1050.30.0315.0324A.52005.42218001</u>

<u>Subcontractors:</u>	DBE	Amount	Cumulative Amount
<u>Pacific Railway Enterprises Inc.</u>	<u>Yes</u>	\$ <u>41,800</u>	\$ <u>41,800</u>
<u></u>	<u></u>	\$ <u></u>	\$ <u></u>

Consultant hereby acknowledges receipt and acceptance of the Contract Task Order.  
 Authorized to sign:

Name

Date

San Bernardino County Transportation Authority

Executive Director

Date

Contract Expires: 12/31/22

Available Authority: \$79,490.49

Attachment: FR309ContractTaskOrder - WSP Amendment 3 Rev 2 (7303 : Amendment No. 3 to CTO No. 59 with WSP for Design of RPRP

## AMENDMENT NO. 3 SCOPE OF WORK

**1) Plat and Legal Description for San Bernardino Municipal Water District (SBMWD) Sewer Easement Within San Bernardino County Transportation Authority (SBCTA) Right of Way (ROW):** Perform research, including the review of tract maps, records of survey maps, available deeds, easements, and agreements. Work will be performed by or under the direction of a licensed land surveyor. For the relocated portion of the sewer, WSP will prepare a Legal Description and Plat Exhibits. (Exclusions: preliminary title report to be provided by others).

**2) Participation in Construction Meetings:** Provide Project Manager and Associate Engineer at all Weekly Construction Progress Meetings. Manager and associate shall be familiar with the status of open/unresolved Requests For Information (RFI) and Submittals, and prepared to provide status on all open/unresolved RFIs and Submittals. Also, participate in intermittent coordination meetings including, but not limited to, Owner/permit coordination meetings.

**3) Structural Calculations for SBMWD:** Provide calculations to determine what type of construction equipment is structurally feasible near the existing SBMWD sewer line. Calculations to be stamped by a registered Professional Engineer in California. All meetings, and any other work required to provide calculations, is included in this line item.

**4) Wi-Fi Study/Complete PTC Design:** WSP will oversee the design necessary for establishment of a Wireless Local Area Network (WLAN) for Positive Train Control (PTC) within the Redlands Passenger Rail (RPR) Maintenance Facility. The purpose of this system is to support train initialization and updates to the locomotive's onboard Subdivision (SUBDIV) file. WSP will utilize a subconsultant, Pacific Railway Enterprises, Inc. (PRE), to do a majority of this work. WSP will coordinate with PRE and make necessary power, network, and conduit duct bank design changes required to support the WLAN locations. WSP will provide quality assurance and contract oversight and billing.

PRE will assist WSP in providing design necessary for establishment of a WLAN for PTC within the RPR Maintenance Facility. The purpose of this system is to support train initialization and updates to the locomotive's onboard SUBDIV. All work performed will be documented in monthly status reports. Tasks include, but are not limited to:

- Review of RPR Maintenance Facility Design Plans
- Site Selection and simulation of coverage using EDX software
- Coordination with WSP for power, network, and conduit duct bank access
- 90% Design plan submittal and specification for stakeholder review
- One review meeting
- Final Design Plan submittal and specification, sealed by California (CA) Professional Engineer

### **Deliverables**

- Site Selection & Simulation of coverage
- 90% Design Package
- Final Design Package

### **Schedule**

- Review of RPR Maintenance Facility Design Plans – 1 week from Notice To Proceed (NTP)
- Initial simulation of coverage using EDX software – 2 weeks from NTP
- Coordination with WSP for power, network and conduit duct bank access to potential sites may

be iterative- 6 weeks from NTP

- Final site selection simulation of coverage using EDX software – 7 weeks from NTP
- 90% Design plan submittal and specification for stakeholder review – 10 weeks from NTP
- One stakeholder review meeting – set by WSP
- Final Design Plan submittal and specification, sealed by CA Professional Engineer- 2 weeks from stakeholder review meeting unless substantial changes are requested

#### **Assumptions**

- Up to 3 WLAN locations may be needed to support the facility
- There is an established network connection to Metrolink's PTC Back Office from the RPR Maintenance Facility
- WSP will provide staff to coordinate with PRE and make necessary power, network and conduit duct bank design changes required to support the WLAN locations
- Activities typical of Design Review During Construction (submittal review, testing, and acceptance) are not included
- Specification will be for WLAN system only. Existing project specifications will cover connecting elements

**5) Additional RFIs:** Respond to all project RFIs until construction project completion. This item compensates WSP for all RFIs in excess of the 50 that were stipulated in the original Contract Task Order (CTO), as well as all future RFIs for the entire duration of project construction.

**6) Additional Submittals:** Respond to all project RFIs until construction project completion. This task is to compensate WSP for the submittals that, to date, have been reviewed more than twice, as well as future anticipated submittals (that will require more than 2 iterations of review) for the entire duration of project construction.

**7) Civil Re-Design:** Provide design revision to: modify curb return at site entrance to accommodate a Semi-Trailer Truck (WB-40) vehicle. Delete all parking by the deleted operations building. Delete the Americans with Disabilities Act (ADA) ramp by the deleted operations building. Deleting the elliptical curb & gutter for by the deleted operations building. Designate three revised Electric Vehicle (EV) parking spaces and two revised ADA parking spaces in the adjacent parking lot by the maintenance building. Relocate the trash enclosure by the deleted operations building.

#### **8) Communication Design Revision:**

##### ***Task 8.1: Coordination with Project Stakeholders/Data Gathering***

WSP will coordinate with Metrolink security and Information Technology (IT) stakeholders to determine the interface requirements for the RPR maintenance facility IT and security systems so they can be interfaced with the existing Metrolink security systems. WSP will coordinate with the Local Exchange Carrier (LEC) and other stakeholders to determine the location of the demarcation point for the incoming telecommunication service and other requirements to accommodate a new service.

##### ***Task 8.2: Coordination with Metrolink***

WSP will participate in conference calls with Metrolink IT and security stakeholders to identify and document requirements for the new IT and security systems at the RPRP maintenance facility. These requirements will allow the existing Metrolink Security Operations Center (SOC) in Pomona, CA to monitor the RPRP maintenance facility security systems. During the conference calls with Metrolink, the following items will be discussed:

- What Access Control System (ACS) must be provided at the RPRP maintenance facility to allow for interface with the existing Metrolink ACS
- What ACS card readers must be provided at the RPRP facility to allow for existing Metrolink badges to be operable
- Will all alarm conditions be transmitted to the SOC 7x24 or will there be a requirement for local monitoring at the RPR maintenance facility during certain hours of the day
- Should an alarm monitoring/Closed Circuit Television (CCTV) workstation be provided at the RPR maintenance facility
- Is there a need for a badging workstation at the RPR maintenance facility to issue badges or will that process be handled remotely
- What Video Management System (VMS) must be provided at the RPR maintenance facility to allow for interface with the existing Metrolink VMS
- Determine if there is a requirement for the SOC to monitor the intercom located at the RPR maintenance facility vehicle gate. Currently there is an intercom monitoring station located within the maintenance office at the office buildings
- Determine if there is a requirement for CCTV video recording at the SOC. Currently all CCTV cameras will be recorded locally
- Determine if there is a requirement for the SOC to broadcast messages via the RPR maintenance facility Public Address (PA) system
- Determine what the bandwidth requirements are for the telecom service connection to the RPR maintenance facility

### ***Task 8.3: Coordination with LEC***

WSP will participate in conference calls with the LEC and other IT stakeholders to identify and document requirements for the new telecommunications service at the RPR maintenance facility.

During the conference calls, the following items will be discussed:

- Coordinate the location of the LEC's service point for the new telecommunication service to the RPR maintenance facility
- Identify the demarcation point for the new telecommunication service to the RPR maintenance facility
- Coordinate requirements for routing the new telecommunication service cabling between the LEC service point and the demarcation point. Will the RPR maintenance facility contractor route empty conduits between the service and demarcation points
- Determine what infrastructure will be required at the demarcation point to facilitate termination of the service cabling
- Determine what type of cabling will be routed into the facility (e.g., copper, fiber or both)

### ***Task 8.4: Document Revisions***

WSP will revise the existing drawings and project specifications to reflect the requirements that were determined in Tasks 1.1 and 1.2. The revisions will be clouded, and the revision block revised to include the title and date of the revision. Document revisions will include:

- Sheet N106 will be revised to reflect any new requirements for the incoming telecom service and security systems.
- Sheet N402 will be revised to reflect the deletion of the operations building from the project.
- Sheet N403 will be revised to reflect the deletion of the operations building from the project.
- Sheet N406 will be revised to reflect the deletion of the operations building from the project.
- Sheet N501 will be revised to reflect the deletion of the operations building from the project and the LEC demarcation point.



- Specific sheets in the electrical plan set will be revised to reflect any additional power requirements associated with the revision of the communications and security system to include addition of conduits and cabling and updates to the panel schedules.
- Physical location of the communications backboard and its size may be revised due to added requirements based on “N” sheet revisions above. Those specific sheets are yet to be identified.
- Specification section 271000-Structured Cabling will be revised to reflect the deletion of the operations building from the project and to include any new requirements from the LEC and Metrolink.
- Specification section 281300-Access Control will be revised to reflect the deletion of the operations building from the project and to include any new requirements from Metrolink.
- Revise Drawing (DWG) E501 (and/or any other relevant drawings) to re-route main gate power, access control, and any other power, from the deleted operations building to the new maintenance building.
- Specification section 282300-CCTV will be revised to reflect the deletion of the operations building from the project and to include any new requirements from Metrolink.

#### ***Assumptions***

- Metrolink will provide IT and security stakeholders to attend the data gathering conference calls and provide all requirements to WSP in a timely manner so as to not affect the completion of the design change.
- The LEC and other stakeholders will provide personnel to attend the data gathering conference calls and provide all requirements to WSP in a timely manner so as to not affect the completion of the design change.
- All coordination with stakeholders will occur via conference calls. No site visits are included in this scope and if required will be negotiated at a later date.

#### ***Deliverables***

- Meeting minutes from the coordination conference calls with Metrolink IT and security stakeholders will be distributed to all in attendance. Requirements and directions given for the IT and security systems at the RPR maintenance facility will be specifically noted.
- Meeting minutes from the coordination conference calls with the LEC and other stakeholders will be distributed to all in attendance. Requirements and directions given for the service entrance cabling will be specifically noted.
- Revised drawings and specifications. The revisions will be clouded.

**9) Water Quality Management Plan (WQMP) Revisions:** Revise WQMP to correspond to all water quality field revisions. This includes, but is not limited to, rerouting the on-site drainage from the oil/water separator to the Continuous Deflective Separation (CDS) unit and changing the location of the manhole trash screen collector. This line item compensates WSP for the cost of future work through January 31, 2021 (revisions began on July 1, 2020).

**10) Recommendation for Train Wash Effluent:** Analyze effluent data from Metrolink’s Eastern Maintenance Facility (EMF) regarding train washing. Data includes data on the soap they use, and samples of the water before and after using the soap. Based on the attached data, provide a recommendation for how similar discharge can be treated at RPR maintenance facility. This item is only for WSP’s review efforts and recommendation. For example, if the recommendation is some type of mechanical treatment, providing a recommendation for specific equipment.

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**11) Allowance:** When directed, on an as needed basis, provide additional analysis and/or design revisions to enable the Maintenance Facility to be capable of storing and maintaining varying types of vehicles. Tasks to be authorized in writing by SBCTA, and tracked on a Time and Materials basis.

## AMENDMENT 3 PRICE PROPOSAL

Task	Cost	Compensation Type
<b>Amendment 3 SCOPE OF WORK ITEMS 1 - 10</b>	<b>\$250,000.00</b>	<b>Lump Sum</b>
<b>Amendment 3 SCOPE OF WORK TASKS 11</b>	<b>\$50,000.00</b>	<b>Allowance</b>
<b>TOTAL COST</b>	<b>\$300,000.00</b>	

## ***Minute Action***

### AGENDA ITEM: 13

***Date:*** January 6, 2021

***Subject:***

Light Pole Defect, Related Funding Action and Amendment No. 1 to Work Order No. 8 for Cooperative Agreement No. 15-1001125 with Southern California Regional Rail Authority

***Recommendation:***

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

- A. Approve a total allocation of \$500,000 in Rail Asset Funds to address issues related to a light pole defect for lighting at the San Bernardino Santa Fe Depot and the Downtown San Bernardino Metrolink station.
- B. Approve Amendment No. 1 to Work Order No. 8, issued under Cooperative Agreement No. 15-1001125 with the Southern California Regional Rail Authority, to provide rail related support services related to a light pole defect for lighting at the San Bernardino Santa Fe Depot and the Downtown San Bernardino Metrolink station, extending the term to January 31, 2021 and increasing the amount by \$150,000, for a new total not-to-exceed amount of \$250,000, to be funded with Rail Asset Funds.
- C. Approve a budget amendment to the Fiscal Year 2020/2021 Budget, Task No. 0314 Transit Operations, to increase Sub-Task 0377 by \$150,000 in Rail Asset Funds.

***Background:***

After failure of a light stand on a platform at the San Bernardino Santa Fe Depot Metrolink station (Depot) on October 29, 2020, San Bernardino County Transportation Authority (SBCTA) completed a structural review of the failed post and the associated construction contract documents. The review indicated a broader issue with how the light poles were installed at both the Depot and the Downtown San Bernardino Metrolink station (Downtown Station), as part of the Downtown San Bernardino Passenger Rail Project. Coordination efforts ensued with Southern California Regional Rail Authority (SCRRA) on how to best maintain service to San Bernardino while isolating the public from any potential risk. This included limiting the location of where riders access trains and, ultimately, the shutdown of service to the Downtown Station.

Work Order No. 8 was issued under Cooperative Agreement No. 15-1001125, to provide \$100,000 to SCRRA to respond to needs related to this effort, including the removal of customer information signs attached to some of the poles, the shuttling and alternative transportation service between the Depot and Downtown Station from October 29, 2020 to November 2, 2020, roadway worker qualified support services for the removal and inspection of posts within the foul zone of the rail, and various other related services. Based on the latest estimated cost received from SCRRA to proceed with all work related to the effort, which is anticipated to include the removal and replacement of all customer information signs, staff is requesting approval of Amendment No. 1 to Work Order No. 8 to extend the term to January 31, 2021, and increase the amount by \$150,000, for a new total not-to-exceed amount of \$250,000. The Work Order is set up to capture direct costs from SCRRA, and the reimbursement of such costs, related

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 6, 2021

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to responding to the incident. Any issues warranting substantive costs will be approved by SBCTA prior to commencement.

In addition to costs associated with SCRRA support, SBCTA is incurring costs associated with engineering support services and contractor services under existing contracts and via purchase orders issued to the Depot property management company. Aside from the SCRRA Work Order, all estimated costs are within existing contract authority, or in the case of the purchase orders, within Executive Director authority. However, staff felt it appropriate to seek SBCTA Board of Directors approval for the combined estimated cost of \$500,000 for the effort. Rail Assets Funds will be used to fund any costs ultimately incurred by SBCTA. In addition, staff is requesting a budget amendment as identified in Recommendation C.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2020/2021 Budget. Recommendation C identifies the requested budget amendment by task, fund and amount.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel and Risk Manager have reviewed this item and the Work Order.

***Responsible Staff:***

Victor Lopez, Chief of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

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San Bernardino County Transportation Authority

## General Contract Information

Contract No: 15-1001125 Amendment No.: 1 (Work Order No. 8)  
 Contract Class: Payable Department: Transit  
 Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority  
 Description: Cooperative Agreement for Rail Related Support Service - Work Order No. 8

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	100,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	150,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	250,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	250,000.00

## Contract Authorization

Board of Directors Date: 01/06/2021 Board Item # 7306

## Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A N/A  
Services

## Accounts Payable

Estimated Start Date: 07/01/2020 Expiration Date: 12/31/2021 Revised Expiration Date: 01/31/2021

N/A

N/A

N/A

Sub-							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code Name	\$	250,000.00	\$	-
GL: 1080	30	0314	0377	52001	48005208		Rail Asset General Rev		250,000.00		-
GL:											-
GL:											-
GL:											-
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Victor Lopez

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - Effective 1-27-2020 (7306 : Light Pole Defect, Funding Action & Amend. No. 1 to WO No. 8 to Coop No. 15-1001125

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY****COOPERATIVE AGREEMENT NO. 15-1001125 - WORK ORDER NO. 8-AMENDMENT NO. 1****PROJECT NAME:** Defective Light Poles Response Services**LOCATION:** San Gabriel Subdivision - San Bernardino Depot & Downtown San Bernardino**PROJECT DESCRIPTION/SCOPE OF WORK:**

After failure of a light stand on a platform at the San Bernardino Depot Station, a structural review of the failed post and associated construction contract documents was completed on October 29, 2020. The review indicated a broader issue with how the light poles were installed at both the San Bernardino Depot and Downtown San Bernardino Stations as part of the Downtown San Bernardino Passenger Rail Project. This Work Order is being set up to capture direct costs from the Southern California Regional Rail Authority (SCRRA) related to responding to this incident.

SCRRA to provide shuttle and alternative transportation service between the San Bernardino Depot and Downtown San Bernardino Station from October 29, 2020 and November 2, 2020. On an as needed basis SCRRA to provide roadway worker qualified support services, and various other related services, at the two stations noted above. Any issues warranting substantive costs to be approved by SBCTA prior to commencement.

Amendment No.1 to Work Order No. 8 extends the term to January 31, 2021 and increases the amount by \$150,000, for a new total not-to-exceed amount of \$250,000.

**Reference Documents**

- Work Order No. 8 Cost Estimate & Cooperative Agreement No. 15-1001125

**Estimated Start Date:** October 29, 2020**Estimated End Date:** January 31, 2021**SBCTA Designated Project Manager:** Victor Lopez**SCRRA Designated Project Manager:** Luis Zarza**Original Work Order Amount:** \$100,000**Revised Work Order Amount:** \$250,000

**Cash Flow Plan:** Multiple payments up to a total of \$250,000 upon receipt of invoice and appropriate back-up documentation.

-----*SIGNATURES ON THE FOLLOWING PAGE*-----

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SIGN OFF:**

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

\_\_\_\_\_  
Frank J. Navarro  
Board President

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY SIGN OFF:**

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

\_\_\_\_\_  
Stephanie Wiggins  
Chief Executive Officer

Attachment: Work Order No. 08 (7306 : Light Pole Defect, Funding Action & Amend. No. 1 to WO No. 8 to Coop No. 15-1001125 with SCRRA)



**COOPERATIVE AGREEMENT NO. 15-1001125**

**Work Order No. 8 Cost Estimate**

SBCTA Light Pole Defect at San Bernardino Depot and San Bernardino Downtown

Component	Unit	Quantity	Cost	Total
Alternative Transportation	Days	5	\$ 1,000	\$ 5,000
Light Pole Assistance	Pole	20	\$ 3,000	\$ 60,000
Misc. Support	Lump Sum	1	\$ 35,000	\$ 35,000
			Total	\$ 100,000

**Total Cost Estimate**  
**SBCTA Light Pole Defect at San Bernardino Depot and San Bernardino Downtown**

Cost to Date		Additional/Pending Cost	Total Cost	
MM (Design and Inspection)	\$ 17,500.00	\$ 32,000.00	\$ 49,500.00	00-1000939 CTO 11
MM VMS Design		\$ 12,000.00	\$ 12,000.00	00-1000939 CTO 11
Joshua (Depot and SBTC)	\$ 18,609.44	\$ 49,981.68	\$ 68,591.12	16-1001409
CityCOM	\$ 42,323.84	\$ -	\$ 42,323.84	4002103
SCRRA	\$ 67,000.00	\$ 172,034.00	\$ 239,034.00	Work Order No. 8 (100k Previously Allocated)
VMS Calcs	\$ 750.00	\$ -	\$ 750.00	PO issued
Subtotal	\$ 146,183.28	\$ 266,015.68	\$ 412,198.96	

## ***Minute Action***

### AGENDA ITEM: 14

***Date:*** January 6, 2021

***Subject:***

Surplus of Rail Property and Sale to Redlands Railway District, LLC

***Recommendation:***

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

A. Adopt Resolution No. 21-022, declaring an approximately 2,736 square foot (SF) portion of the right-of-way to be Surplus Property and that the sale of this property to the Redlands Railway District, LLC, which owns property immediately adjacent to said portion of the right-of-way, is exempt from the Surplus Land Act, California Government Code Section 54220 et. seq.

B. Authorize the Executive Director, or his designee, to negotiate and execute Purchase and Sales Agreements, approved as to form by General Counsel, with the Redlands Railway District, LLC, for the disposition of the approximately 2,736 SF portion of the right-of-way (one approximately 1,860 SF parcel and one approximately 876 SF parcel) at Fair Market Value.

***Background:***

The Redlands Railway District, LLC (RRD) owns an assemblage of property immediately north of the Redlands Subdivision right-of-way, south of Stuart Street, between Eureka Street and Orange Street. The City of Redlands (City) transferred property to RRD to help create this assemblage on the condition that RRD develop a multi-level parking structure on the assemblage and grant the City a parking easement for exclusive use of 200 parking spaces pursuant to a Conditional Property Conveyance Agreement between RRD and the City, in order to satisfy the City's obligation to San Bernardino County Transportation Authority (SBCTA) to provide 200 parking spaces within a quarter mile of the Downtown Redlands station pursuant to Cooperative Agreement No. 97-026.

RRD proposes using the space for a pergola covered walkway which runs between the parking structure and the Metrolink platforms. This walkway would provide access to both the platforms and the parking structure and is consistent with the intended use as a walkway by the Redlands Passenger Rail Project (RPRP). RRD's architectural designs further expand upon the walkway use, including landscaping such as planted palm trees, elevating the aesthetics of the improvements.

Disposal of a 1,860 square foot (SF) portion of right-of-way to the RRD (Parcel 1), where RPRP and RRD uses align in a common use as a pedestrian walkway, is beneficial to the project and public by transferring responsibility to RRD for the maintenance of the pedestrian access interface between the platforms and the parking structure where rail commuter parking will be provided, and also allowing this interface to be developed in a manner which is aesthetically consistent with the parking structure.

Resolution No. 21-022 declares use of this approximately 1,860 SF area, beyond that of pedestrian access, to be surplus to SBCTA's needs and finds that since the area is less than 5,000 SF, disposal of the property to the RRD, the owner of adjacent land, is exempt from the requirements of the Surplus Land Act, pursuant to California Government Code Sections 54221(f)(1)(B)(i) and 54222.3.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 6, 2021

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SBCTA commissioned an appraisal of the property, which appraised the property at \$40 a SF for fee simple interest and assigned a value of 15% to the nonexclusive pedestrian access easement, which SBCTA would retain. The Fair Market Value (FMV) of the interest which SBCTA could convey to the RRD, subject to a pedestrian easement, is estimated to be around \$63,000.

The RRD has expressed interest in acquiring an additional 876 SF area (Parcel 2) just east of the parking structure which RRD is developing, in order to incorporate this portion of the pedestrian walkway into a larger architectural pedestrian paseo. This location provides immediate access to the at-grade pedestrian crossing at the Downtown Redlands station, so an additional restrictive covenant will be necessary, in addition to the pedestrian access easement, to ensure future coordination between the rail operator and the property owner, should the property owner wish to alter the character of the improvements on Parcel 2. The appraisal work previously commissioned by SBCTA will be updated to establish a FMV for Parcel 2 which takes into account the effect of said restrictive covenant.

Similar to the disposal of Parcel 1, disposal of Parcel 2, where RPRP use and RRD uses align in a common use as a pedestrian walkway, is beneficial to the project and public by transferring responsibility to the RRD for the maintenance of pedestrian improvements between the platforms and the larger pedestrian paseo which will access the aforementioned parking structure, and also allowing this area to be developed in a manner which is aesthetically consistent with the adjacent development. The parcel map is included as Attachment 1 to this item.

Delegation of approval and execution of Purchase and Sales Agreements to the Executive Director, approved as to form by General Counsel, will allow SBCTA the agility to enter into escrow with the RRD as certain technical documents are completed, such as an updated appraisal to establish the FMV of Parcel 2, as well as preparation of a formal legal description. With SBCTA Board of Director approval, Parcel 1 is anticipated to close before the end of February 2021 and Parcel 2 soon thereafter.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2020/2021 Budget and will require an Administrative Budget Adjustment to account for the anticipated land sale revenue.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel has reviewed this item and the draft resolution.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Administrator

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

# Surplus of Rail Property and Sale to Redlands Railway District, LLC

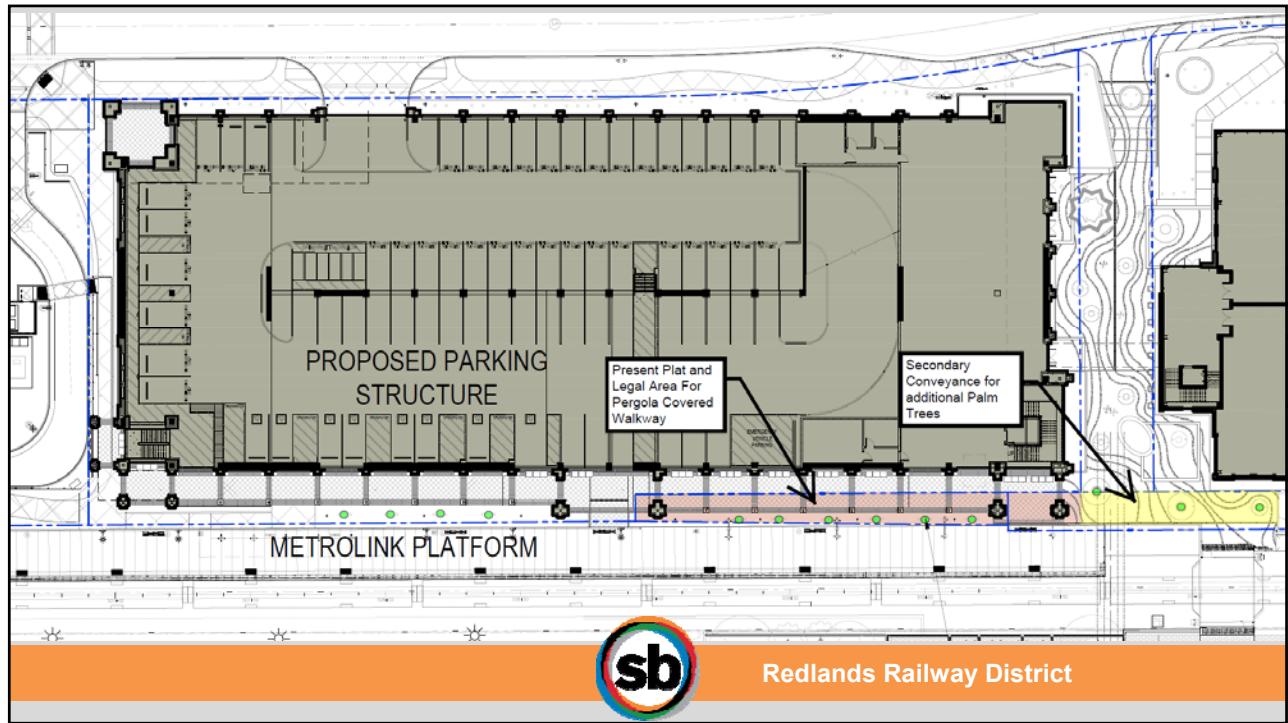
December 10, 2020



EXTERIOR RENDERING  
REDLANDS, CALIFORNIA



Redlands Railway District



**RESOLUTION NO. 21-022****RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY DECLARING PROPERTY SURPLUS AND AUTHORIZING ITS SALE**

**WHEREAS**, California Government Code Section 54221(f)(1)(B) defines surplus land which is (i) less than 5,000 square feet in area, (ii) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, or (iii) has no record access and is less than 10,000 square feet in area; and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes as exempt surplus land, excepting that surplus land not sold to an owner of contiguous land is not considered exempt surplus land; and

**WHEREAS**, the portion of the SBCTA right of way described in Exhibit A (Parcel 1) and shown in Exhibit B, attached hereto and incorporated herein, located north of the platform improvements constructed by the Redlands Passenger Rail Project to serve Metrolink rail service at the Downtown Redlands Station ("Metrolink Platform"), is 1,859.68 square feet in area and is immediately adjacent to APN 0169-281-67; and

**WHEREAS**, the portion of the SBCTA right of way described in Exhibit C (Parcel 2), attached hereto and incorporated herein, located north of the platform improvements constructed by the Redlands Passenger Rail Project to serve Metrolink rail service at the Downtown Redlands Station ("Metrolink Platform"), is 876 square feet in area and is immediately adjacent to APN 0169-281-64; and

**WHEREAS**, the Redlands Railway District is the owner of both APN 0169-281-67 and APN 0169-281-64, located immediately adjacent to and north of the right of way of the San Bernardino County Transportation Authority, whereon said Metrolink Platform improvements have been constructed; and

**WHEREAS**, the Redlands Passenger Railway Project has identified that the use of the Property will be for pedestrian ingress and egress from and to the Metrolink Platforms with no other use required; and

**WHEREAS**, Parcel 2 is located within the vicinity of the at-grade pedestrian crossing at the Downtown Redlands Station; and

**WHEREAS**, the Redlands Railway District desires to acquire Parcel 1 and Parcel 2, totaling 2,736 square feet more or less ("Property"), to construct a pedestrian walkway interface between a parking structure to be located on APN 0169-281-67 and a pedestrian paseo which provides access to said parking structure from APN 0169-281-64 and the Metrolink Platforms at the Downtown Redlands Station.

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Authority:

1. The Board finds Parcel 1, described in Exhibit A and shown in Exhibit B, and Parcel 2, described in Exhibit C, are excess to the agency's needs beyond use as pedestrian ingress and egress to and from the Downtown Redlands Station.
2. The Board finds that disposal of Parcel 1 and Parcel 2, excepting and reserving a pedestrian easement, to the Redlands Railway District is exempt from the Surplus Land Act (California Government Code Section 54220 et. seq.), pursuant to Government Code Section 54222.3, fitting the description of exempt surplus land given by Government Code Section 54221(f)(1)(B)(i).
3. The Board declares the Property to be Exempt Surplus Land and authorizes the Executive Director to negotiate and execute Purchase and Sales Agreements between SBCTA and the Redlands Railway District for the disposition of Parcel 1 and Parcel 2 at Fair Market Value, subject to a reservation of an easement appurtenant for pedestrian access to the Redlands Downtown Station and in favor of the general public.
4. Due to Parcel 2's proximity to the at-grade pedestrian crossing of the Downtown Redlands Station, disposition of Parcel 2 shall be subject to a restrictive covenant in favor of the rail operator.
5. The Executive Director is authorized to substitute the description in Exhibit C with such technical exhibits which will allow the intent of this Board to be fulfilled and permit the conveyance document of Parcel 2 to be recorded.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

ATTEST:

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority



## EXHIBIT "A"

### LEGAL DESCRIPTION

BEING A PORTION OF LOTS 21 THROUGH 26, INCLUSIVE, ALL BEING IN BLOCK "C" OF THE CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SHOWN ON PLAT RECORDED IN BOOK 8 OF MAPS, PAGE 57, RECORDS OF SAID COUNTY, ALSO BEING A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT RECORDED AUGUST 17, 2020 AS INSTRUMENT NO. 2002-0289569, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID PARCEL "B";

THENCE SOUTH 00°11'44" EAST, ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL "B" AND THE CENTERLINE OF THIRD STREET, 12.17 FEET;

THENCE SOUTH 89°42'50" WEST, PARALLEL TO THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 27.00 FEET;

THENCE NORTH 89°23'49" WEST 138.19 FEET TO A POINT THAT IS SOUTH 00°11'44" WEST OF AN ANGLE POINT IN THE SOUTH LINE OF SAID PARCEL "B";

THENCE NORTH 00°11'44" WEST, ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°42'22" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 165.17 FEET TO THE **POINT OF BEGINNING**.

DESCRIPTION CONTAINS 0.04 ACRES, MORE OR LESS

**ON POINT LAND SURVEYING, INC.**

PREPARED BY:

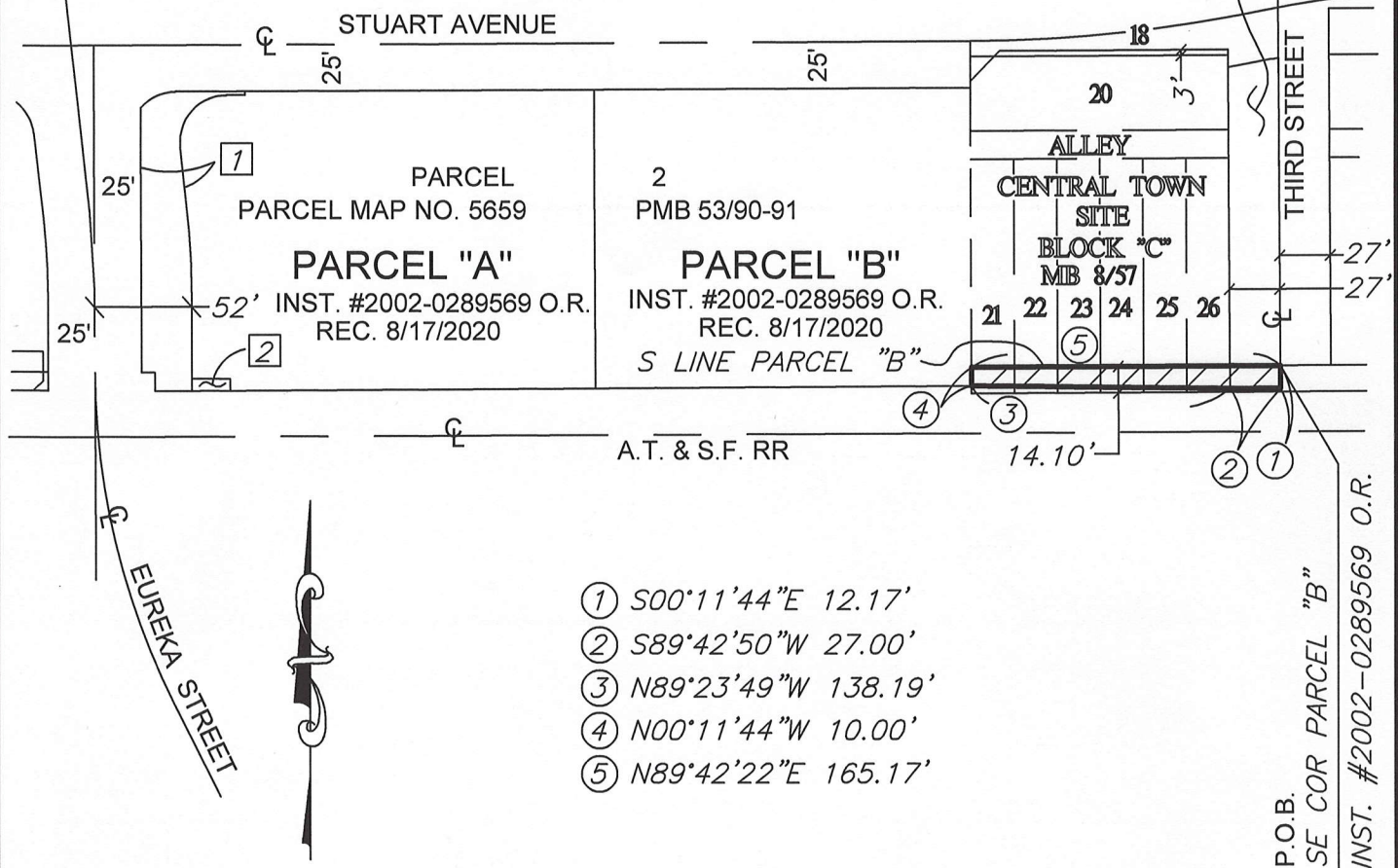
\_\_\_\_\_  
ANTHONY D. SMITH, PLS 8133

DATE: 9/24/2020



## EXHIBIT "B"

WEST 27' OF  
STREET VACATION  
INST# 2020-0168538 O.R.



## DOCUMENT REFERENCES:

- [1] FINAL ORDER OF CONDEMNATION AS RECORDED JUNE 25, 1998 AS INST. NO. 98-243689 O.R.
- [2] DEED TO SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY RECORDED NOVEMBER 26, 2018 AS INST. NO. 2018-0438473 O.R.



## PLAT

PREPARED AT THE REQUEST OF PROPERTY ONE, LLC

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY: *[Signature]*

DATE: *9/24/2020*

PREPARED BY:  
ON POINT LAND  
SURVEYING, INC.

SCALE: 1"=100'

DATE: SEPTEMBER 2020

SHEET 1 OF 1

## EXHIBIT C

Being a Portion of Lots 27 through 28, inclusive, all being in Block "C" of the Central Town Site, in the City of Redlands, County of San Bernardino, State of California, shown on plat recorded in Book 8 of Maps, Page 57, and also being a portion of Third Street (formerly Silvera Avenue) as shown on the same map, records of said County, more particularly described as follows:

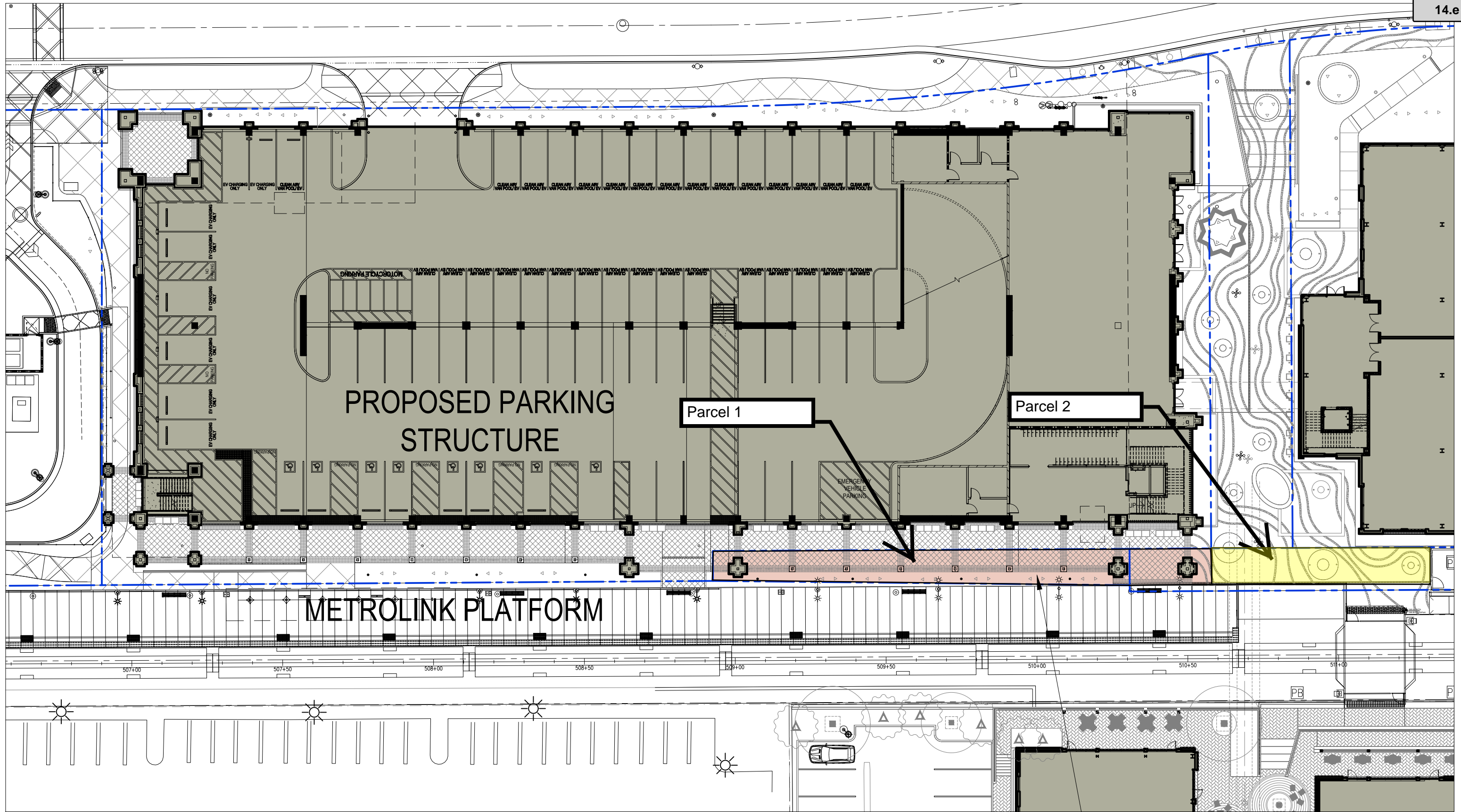
Beginning at intersection of the north line of the property described in that certain deed dated May 14, 2019, from the City of Redlands to the San Bernardino County Transportation Authority, recorded as document 2019-0188916 on June 10, 2019 in Official Records of the County of San Bernardino, and the centerline of Third Street (formerly Silvera Avenue) as shown on the plat of the Central Town Site, recorded in Book 8 of Maps, Page 57, records of the same county. Thence east along said north line to the westerly limit of an equipment enclosure constructed by the Redlands Passenger Rail Project. Thence south along the westerly limit of said equipment enclosure, approximately 12 feet more or less, to the intersection of said westerly limit of said equipment enclosure and the projection of the north line of the non-operating property located west of the at grade pedestrian crossing and east of the north platforms. Thence west along a line parallel to the aforementioned north line of said non-operating property to the centerline of Third Street (formerly Silvera Avenue). Thence north along said centerline to the point of beginning.

For the purposes of approximating the area the following supplemental description is provided:

The North 12 feet of the South 14 feet of said Lots, 23 feet wide each, inclusive of the vacated portion of Third Street (formerly Silvera Avenue), 27 feet wide on either side of the centerline of said street, located east of the centerline of said vacated street.

Total area approximately 876 square feet more or less.





Attachment: DOWNTOWN REDLANDS - Parcels 1 and 2 (7304 : Surplus of Rail Property and Sale to Redlands Railway District, LLC)

## ***Minute Action***

### AGENDA ITEM: 15

***Date:*** January 6, 2021

***Subject:***

Terminate Contracts - Rancho Cucamonga Metrolink Station - Transit-Oriented Development

***Recommendation:***

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

- A. Terminate Contract No. 16-1001524, an Exclusive Negotiating Agreement with the City of Rancho Cucamonga and Creative Housing Associates, LLC.
- B. Terminate Cooperative Agreement No. 15-1001271 with the City of Rancho Cucamonga, for a Transit-Oriented Development at the Rancho Cucamonga Metrolink station.

***Background:***

In June 2015, the San Bernardino County Transportation Authority (SBCTA) and the City of Rancho Cucamonga (City) entered into Cooperative Agreement No. 15-1001271, to initiate activities related to a transit-oriented development (TOD) at the Rancho Cucamonga Metrolink station (Station). After going through a request for qualifications process in June 2016, the City and SBCTA approved an Exclusive Negotiating Agreement (ENA) with Creative Housing Associates, LLC (CHA), for services pertaining to the development of an integrated mix of a multi-modal transit village, combining residential and commercial for future use of property at the Station.

As identified in the ENA, the City accepted the lead role on negotiations and SBCTA provides an oversight and approval role as it relates to impacts on rail operations and agreements related to use of the land. The ENA details the steps, roles, responsibilities, terms and conditions to be adhered to among the three parties. The ENA's term was to be an 18 month period to allow the City, SBCTA and CHA to create a development program for the subject property and negotiate the terms and conditions of lease and development agreements. In March 2018, Amendment No. 1 to the ENA was approved to extend the term to January 2019. In December 2018, Amendment No. 2 to the ENA was executed to extend the ENA to January 1, 2020. In December 2019, Amendment No. 3 to the ENA was approved to extend the expiration date to July 1, 2021 and reduce the number of commuter parking spaces from 960 to 816. The proposed CHA development has not progressed, and for that reason, the City has taken action to terminate the ENA. Staff recommends that the ENA, Contract No. 16-1001524, be terminated.

Further, the projected use of the station area has changed, with the introduction of a Brightline West private high-speed rail station and a Tunnel to Ontario International Airport. As such, staff also recommends that Cooperative Agreement No. 15-1001271 be terminated.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2020/2021 Budget; however, a budget amendment is not needed.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 10, 2020. SBCTA General Counsel and Risk Manager have reviewed this item.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
January 6, 2021  
Page 2

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 6, 2021  
Witnessed By:

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San Bernardino County Transportation Authority

## General Contract Information

Contract No: 16-1001524 Amendment No.: 3

Contract Class: Receivable Department: Transit

Customer ID: 01755 Customer Name: City of Rancho Cucamonga & Creative Housing Associates

Description: Exclusive Negotiation Agreement for the Rancho Cucamonga Metrolink Station TOD

List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	25,000.00	Original Contingency		\$	-
Prior Amendments		\$	12,500.00	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	37,500.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	37,500.00

## Contract Authorization

Board of Directors Date: 01/06/2021 Board Item # 7305

## Contract Management (Internal Purposes Only)

Local

MOU/COOP/JPA

Accounts Receivable											
Total Contract Funding:		\$		37,500.00		Funding Agreement No:		N/A			
Beginning POP Date:		07/01/2016		Ending POP Date:		07/01/2021		Final Billing Date:		N/A	
Expiration Date:		07/01/2021									
		Sub-						Sub-			
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 6010	30	0315	0329	42417005	32,500.00	GL:					-
GL: 6010	30	0313	0360	42417005	5,000.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Carrie Schindler

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 16-1001524 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)

**EXCLUSIVE NEGOTIATING AGREEMENT FOR A TRANSIT-ORIENTED  
DEVELOPMENT AT THE RANCHO CUCAMONGA METROLINK STATION**

This EXCLUSIVE NEGOTIATING AGREEMENT ("ENA") is dated as of July 1, 2016, and is entered into by and among the CITY OF RANCHO CUCAMONGA, a municipal corporation (the "City"), SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ("SANBAG") and CREATIVE HOUSING ASSOCIATES, LLC, a California limited liability company (the "Developer"). The City and SANBAG are collectively referred to herein as the "Owner". The Owner and Developer are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

R E C I T A L S

A. The Owner owns the land in the City of Rancho Cucamonga, California that is described on Exhibit "A" (the Property).

B. On or about September 21, 2015, the City issued a Request for Qualifications (the "RFQ") for development of the Property. The Owner reviewed the responses to the RFQ. Developer responded to the RFQ, submitted supplemental information at the request of the Owner, and subsequently was interviewed by the Owner.

C. Following the aforementioned review by the Owner of Developer's capabilities and Developer's concepts for future use of the Property, the Owner has received a proposal from Developer for the development of an integrated mixed use development (the "Project") on the Property.

D. Developer intends to incur significant costs analyzing the Property and designing the Project, and Developer has therefore requested that the Owner agree to negotiate with Developer on an exclusive basis to establish the terms and conditions of a financeable development ground lease (the "Ground Lease") for the Property and a statutory development agreement (the "Development Agreement") governing development of the Property.

E. It is anticipated that during the term of this ENA, Owner staff and consultants and attorneys of the Owner will devote substantial time and effort in meeting with Developer and its representatives and consultants, reviewing proposals, plans and reports, negotiating and preparing the Ground Lease and the Development Agreement, obtaining consultant advice and reports (possibly including an appraisal), and complying with the California Environmental Quality Act ("CEQA").

NOW, THEREFORE, the Parties hereto agree as follows:

1. The term of this ENA shall commence on the date hereof and shall end on the earlier of: (i) the date that is one year and six months after the date of this ENA, as may be extended by the City Manager as set forth below under this Section 1, or (ii) the date on which the City or Developer terminates this ENA as provided in Section 2 below (in either case, the "ENA Period"). Provided that neither Party has terminated this ENA pursuant to Section 2 below, the ENA Period shall be extended by the City Manager, in writing, at the written request of Developer, for up to two additional three (3) month periods; provided, however, that: (i) the



Developer is not then in material default under this ENA (following notice to Developer and expiration of cure periods in accordance with Section 3 below), (ii) there are no material issues remaining to be resolved with respect to the Ground Lease or the Development Agreement; and (iii) the applicable extension is necessary to complete the CEQA Documents (as defined in Section 8 below) and then submit the Ground Lease and Development Agreement to the City Council and SANBAG Board for consideration.

2. City is hereby authorized to negotiate exclusively with Developer on behalf of Owner; however, City will regularly communicate and consult with SANBAG regarding the negotiations, and SANBAG will retain rights to oversight as it relates to impacts on rail operations and to prior review and approval of the Ground Lease, Development Agreement, and any and all other agreements or instruments related to the use or development of the Property. The City is also designated as the "lead agency" for purposes of compliance with CEQA.

3. The Owner may terminate this ENA if Developer should fail to comply with or perform any provisions of this ENA and such failure is not cured within ten (10) business days after written notice from the City Manager to Developer, or if substantial progress is not being made in negotiations hereunder as determined by the City Manager in good faith. Developer may terminate this ENA by written notice to Owner if the Developer determines, in its sole discretion, that it does not wish to pursue the Project further.

4. During the ENA Period (as extended under Section 1 above, if applicable), the Owner shall not negotiate with any person or entity other than the Developer for the sale, lease, use or development of the Property.

5. The Project must include the features/elements described on Exhibit "B" attached hereto. Developer may revise those features and/or elements in response to changes in material conditions or to information discovered during the ENA Period, subject to providing notice to the Owner of any such changes. Developer shall deliver the materials and information identified on Attachment No. 1 attached hereto to the City within the times set forth on Attachment No. 1. Within ten (10) days after each calendar month during the ENA Period (as extended under Section 1 above, if applicable), Developer shall provide a written report to the City describing in reasonable detail Developer's activities with respect to the Project during such calendar month.

6. During the ENA Period, the City shall use good faith efforts to complete (or cause to be completed) the tasks set forth in Attachment No. 2 attached hereto.

7. Developer shall reimburse the Owner for its actual out-of-pocket costs and expenses (including legal fees and costs) incurred in preparing this ENA and fulfilling its obligations under this ENA, including, but not limited to: (i) the costs of negotiating and preparing the Ground Lease and Development Agreement; and (ii) the costs of appraisals, economic consultants and the like used by Owner to evaluate the Project, proposed transaction terms, and/or Ground Lease (collectively, the "Reimbursable Costs"). Prior to executing any consultant contracts incurring any costs in connection with this ENA or the Project, the Owner shall first submit any such contracts and related proposals and cost estimates to Developer for

Developer's prior written approval, not to be unreasonably withheld. Concurrently with its execution of this ENA, Developer shall deposit with the City the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Reimbursement Funds"). The Reimbursement Funds may be used and applied from time to time by the City to pay or reimburse itself and SANBAG for Reimbursable Costs not otherwise paid or reimbursed by Developer. As between the City and SANBAG, SANBAG shall submit its requests for reimbursement to City, and shall provide such documentation as City may reasonably request for purposes of replenishment of the Reimbursement Funds from Developer hereunder. Developer shall deposit with the City funds sufficient to replenish the Reimbursement Funds held by City within ten (10) days after written demand by the City Manager. The City shall provide Developer with a monthly accounting identifying in reasonable detail the Reimbursable Costs to which Reimbursement Funds have been applied. Any Reimbursement Funds not applied shall be delivered to the Developer (along with a final accounting of the City's application of the Reimbursement Funds) within thirty (30) business days after the earlier of: (i) the execution of the Ground Lease by the Parties, or (ii) the expiration or earlier termination of this ENA. The provisions of this Section shall survive the expiration or earlier termination of this ENA, to the extent that the Owner has incurred actual Reimbursable Costs for which there are insufficient Reimbursement Funds then on deposit with the City, and provided that the Owner shall not enter into any further agreements or incur any further costs for which Developer is responsible subsequent to termination or expiration of this ENA. Notwithstanding anything to the contrary in this ENA, express or implied, the City shall have the right in its sole and absolute discretion to cease evaluation of submittals relating to the Project, stop any other staff work and/or work of its consultants and stop negotiating or discussing the Project, Ground Lease and Development Agreement, in the event that the City Manager determines that the sums then on deposit with City are not clearly sufficient to pay for all of the projected/established Reimbursable Costs projected/estimated in good faith by the City Manager and Developer has failed to replenish the Reimbursement Funds within the time specified herein following written notice by the City in accordance with Section 3 above.

8. The City and Developer acknowledge that all applicable requirements of CEQA must be met in order for City to approve Project entitlements and enter into the Development Agreement and for the Owner to approve and enter into the Ground Lease, and that this may require an environmental impact report and/or other reports and analyses for CEQA purposes (collectively, the "CEQA Documents"). Developer will, at its cost, fully cooperate with the City in the City's preparation of the CEQA Documents. The City will consult with Developer prior to engaging any consultant to prepare any of the CEQA Documents.

9. Developer shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for Developer. Promptly upon commencement of the ENA Period, the Owner shall deliver to Developer complete copies of any and all material non-privileged reports and other material non-privileged documents pertaining to the Property which are in Owner's possession, at no cost to Developer other than the actual cost (if any) of duplicating such documents. Additionally, the City shall, if required to obtain financing (including grant funds), cooperate with the Developer in good faith, but at no cost or liability to Owner, in executing reasonable financing applications; however, the foregoing shall not be construed to require Owner to otherwise help Developer obtain any grants or financing.

10. The Developer and the Owner understand and agree that neither Party is under any obligation whatsoever to enter into a Ground Lease or Development Agreement, and that notwithstanding its approval of this ENA, the Owner shall have the right to disapprove any proposed Ground Lease or Development Agreement in its sole and absolute discretion, and in that regard, Developer hereby expressly agrees that the Owner shall not be bound by any implied covenant of good faith and fair dealing in connection with such approval or disapproval of any proposed Ground Lease or Development Agreement. In the event of the expiration or earlier termination of this ENA, the Owner shall be free to negotiate with any persons or entities with respect to the Property. No consents, approvals, comments or discussions by staff shall diminish, affect or waive: (i) rights of the Owner to later impose conditions and requirements under CEQA; (ii) the right of the Owner not to approve the Ground Lease or Development Agreement; or (iii) the Owner's other governmental rights, powers and obligations.

11. Developer shall indemnify, defend, and hold the Owner and Owner's respective officers, directors, members, employees, agents, contractors and affiliated entities harmless from any and all claims, liabilities, damages, costs and expenses relating to or arising out of this ENA, Developer's failure to perform any obligation of Developer under this ENA, or any challenges to this ENA, the Ground Lease or the Development Agreement (based on CEQA noncompliance or otherwise). Developer's obligations under the preceding sentence shall survive the expiration or earlier termination of this ENA.

12. Developer represents and warrants that its undertakings pursuant to this ENA are for the purpose of development of the Property and not for speculation in land, and Developer recognizes that, in view of the importance of the development of the Property to the general welfare of the community, the qualifications and identity of Developer and its principals are of particular concern to Owner; therefore, this ENA may not be assigned by Developer without the prior express written consent of the City Manager in his sole and absolute discretion. However, the City acknowledges that Developer may form a new entity to be the Developer entity that will be party to the Ground Lease, and such new entity may assign the Ground Lease to another such new entity, provided that each such new entity is controlled and majority-owned by members of the current Developer entity, and/or may add additional members to such new entity or the current Developer entity, or any subsequently formed new entity, and Developer shall have the right to do so without approval of the Owner, provided (A) that Developer first provides the Owner with (i) reasonable documentation of the financial capability of the new or reconstituted Developer entity to perform its obligations under this ENA and (ii) a copy of all the new entity's organizational documents and any amendments thereto; and (B) Creative Housing Associates remains in control of, and a material owner of, Developer or such new entity, as shown by the new entity's organizational documents and any amendments thereto.

13. Any notice, request, approval or other communication to be provided by one Party to the other shall be in writing and provided by certified mail, return receipt requested, or a reputable overnight delivery service (such as Federal Express) and addressed as follows:

If to the Developer:

Creative Housing Associates  
 8800 Venice Blvd, Suite 316  
 Los Angeles, CA 90024  
 Attn: Michael Dieden

If to the City:

City of Rancho Cucamonga  
 10500 Civic Center Drive  
 Rancho Cucamonga, CA 91730  
 Attn: City Manager

If to SANBAG:

San Bernardino Associated Governments  
 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
 San Bernardino, CA 92410  
 Attn: Carrie Schindler, Director of Transit and Rail

Notices shall be deemed delivered: (i) if sent by certified mail, then upon the date of delivery or attempted delivery shown on the return receipt; or (ii) if delivered by overnight delivery service, then one (1) business day after delivery to the service as shown by records of the service.

14. This ENA constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this ENA, except as may be expressly set forth herein, and any and all prior discussions and negotiations between the Parties are superseded by this ENA.

15. This ENA may not be altered, amended or modified except by a writing duly authorized and executed by all Parties.

16. No provision of this ENA may be waived except by an express written waiver duly authorized and executed by the waiving Party.

17. If any Party should bring any legal action or proceeding relating to this agreement or to enforce any provision hereof, or if the Parties agree to arbitration or mediation relating to this ENA, the Party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other. The Parties agree that any legal action or proceeding or agreed-upon arbitration or mediation shall be filed in and shall occur in the County of San Bernardino.

18. The interpretation and enforcement of this ENA shall be governed by the laws of the State of California.



19. Time is of the essence of each and every provision hereof in which time is a factor.

20. This ENA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same ENA.

21. All Exhibits and Attachments referenced herein and attached hereto are incorporated herein in their entirety.

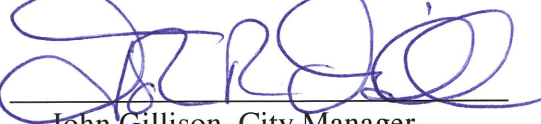
22. All Parties represent that the persons executing this ENA are authorized to act on their respective behalves.

23. Executed counterparts of this ENA may be delivered electronically by email to: john.gillison@cityofrc.us (for the Owner), and mdieden@challc.com (for the Developer).

IN WITNESS WHEREOF, the Parties hereto have executed this ENA as of the day and year first written above.

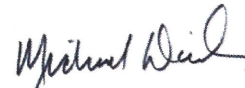
**OWNER:**

CITY OF RANCHO CUCAMONGA

By:   
John Gillison, City Manager

**DEVELOPER:**

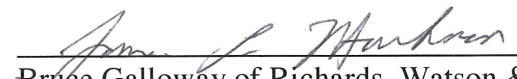
CREATIVE HOUSING ASSOCIATES, LLC,  
a California limited liability company

By:   
Michael Dieden  
Managing Member


Attest:

  
\_\_\_\_\_, City Clerk

Approved as to Form:

  
Bruce Galloway of Richards, Watson &  
Gershon, Counsel to City

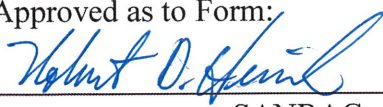
SAN BERNARDINO ASSOCIATED  
GOVERNMENTS COUNTY  
TRANSPORTATION COMMISSION

By:   
Print Name: Raymond W. Wolfe

Attachment: 16-1001524 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)

Title: Assistant General Counsel

Approved as to Form:

  
SANBAG  
Legal Counsel

Attachment: 16-1001524 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)

**EXHIBIT "A"****DESCRIPTION OF PROPERTY**

(Attached.)

Attachment: 16-1001524 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)







**DRAFT****EXHIBIT "B"****REQUIRED PROJECT FEATURES/ELEMENTS**

(Attached.)

Attachment: 16-1001524 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)

Exhibit "B"  
Page 1 of 5

**Project Concept:** A multi-modal transit village combining residential and commercial (retail, entertainment restaurant) uses surrounding a public plaza that creates a sense of place and engagement, thereby intended to attract Metrolink commuters, Empire Lakes and Project residents, and also patrons from throughout the Inland Empire. Developer shall have some limited, reasonable flexibility provided Developer shows by reasonable evidence delivered to Owner that a design feature herein must be altered; however, stated minimums described below may not be reduced and features described below may not be eliminated (unless otherwise agreed in writing by Owner).

- Developer will offer a variety of different housing types at diverse price points (sale and rental) and at various densities, but there shall be a minimum of 200 dwelling units, to be located on the residential land depicted on the preliminary site plan delivered by Developer and tentatively approved by Owner in accordance with Paragraph 1 of Attachment No. 1.
- It is anticipated a certain number of the residential units will be offered at affordable rates, to be agreed upon between the Parties.
- The retail/commercial uses may include dining, commercial office space, and a cinema. There shall be a minimum of fifteen thousand (15,000) useable square feet of retail and commercial service uses.
- A parking program will be agreed upon by the City and Developer under which the parking will be sustainable both economically and environmentally and may include a fully automated parking structure.
- The Project will prioritize the pedestrian experience, with buildings and spaces designed to be inviting to pedestrians, cyclists and motorists.
- The Project will provide convenient access to parking and the train platform for Metrolink riders. The rail platform is preliminary planned to be relocated approximately twenty-five (25) feet to the south of its current location, as part of Alternative A-4 Rail Alignment of the Ontario Airport Rail Access Study.
- The parking facilities and program will be designed to accommodate a minimum of nine hundred sixty (960) parking spaces for Metrolink commuters and visitors to the Project, subject to a shared parking program to be agreed upon by the Parties. This will include a paid parking permit system for Metrolink riders and commuters.
- The Project will provide multi-modal connections to adjacent developments and facilities in the area, including the proposed Empire Lakes mixed-use project to the west and Milliken Avenue to the east.
- The Project will seek to achieve a very high sustainability standard that will include water-wise landscaping that complements the various architectural styles and themes of the project. The City actively supports water conservation in the

landscape as not only a short-term response to the current drought but also as a long-term sustainability practice;

- Empire Yards will offer a Project phasing program, subject to approval by the Owner, that offers sufficient parking for Metrolink commuters during all phases of project implementation and construction.

## ATTACHMENT NO. 1

### SPECIFIC DEVELOPER TASKS

1. Within sixty (60) days, Developer shall deliver the following items for Owner staff review and preliminary approval:
  - i) Preliminary site plan and revised architectural concept drawings identifying the location, building envelopes, general configuration, uses of the buildings and site, parking and traffic circulation, and proposed design characteristics of the Project.
  - ii) Conceptual development program ("Development Program") for the Project that include a breakdown of the proposed scope of development including a range of building square footage by land use and range of square footage and number of parking spaces and landscaped areas, improvements, approximate number and mix of any residential units, proposed public amenities, circulation, and other general uses.
2. Within sixty (60) days, Developer and City staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Project including, but not limited to, discretionary permits.
3. Within one hundred and twenty (120) days, Developer shall deliver to the City for Owner staff review and approval, a preliminary financing plan for the proposed Project.
4. Within one hundred and eighty (180) days, Developer shall submit to the Owner a schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Project (the "Development Schedule").
5. Within one hundred and eighty (180) days, Developer shall deliver to City for Owner staff review and approval, an organizational chart of the proposed Developer entity proposed to be a party to the Ground Lease and Development Agreement.
6. Within three hundred (300) days, Developer shall deliver to the City a fully completed and executed development application.
7. Within one hundred and eighty (180) days, Developer shall obtain and review a preliminary report for the Property from a title company selected by Developer and copies of the documents listed as title exceptions therein and an ALTA survey and shall deliver copies of the reports, documents and survey to the Owner together with a written description of any objections Developer may have to any of the title exceptions (and the rationale for the objections).
8. Within one hundred and eighty (180) days, Developer shall obtain and review a Phase I environmental (hazmat) report for the Property, and if recommended by the Phase I, Developer shall promptly obtain a Phase II report subject to entering into a reasonable right of entry agreement with City and SANBAG. Developer shall promptly deliver copies to the City when received.

Exhibit "B"  
Page 4 of 5

**ATTACHMENT NO. 2****SPECIFIC CITY TASKS**

1. Within thirty (30) days, City shall provide to Developer copies of all currently existing plans, studies and other written information regarding the Site in its possession, to the extent not previously delivered to Developer and to the extent material to the Project and not subject to any attorney-client or attorney work product privilege or other privilege.
2. City shall use good faith efforts to prepare and process the required CEQA Documents as soon as reasonably possible after submission by Developer of a complete development application and payment of applicable fees/deposits.
3. City shall provide initial drafts of the Ground Lease and Development Agreement to Developer and shall thereafter revise them to the extent reasonably permitted by the negotiations.

Attachment: 16-1001524 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)

Contract No:	<u>15-1001271</u>	Amendment No.:	<u>          </u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>01755</u>	Vendor Name:	<u>City of Rancho Cucamonga</u>
Description:	Transit Oriented Development at the Rancho Cucamonga Metrolink Station		

Dollar Amount							
Original Contract		\$	-	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	-	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	-

Board of Directors	Date:	01/06/2021	Board	Item #	7305
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Zero Dollar Contracts	Sole Source?	Yes	N/A
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N/A

MOU/COOP/JPA

Estimated Start Date:	06/03/2015	Expiration Date:	12/31/2039	Revised Expiration Date:
-----------------------	------------	------------------	------------	--------------------------

Revised Expiration Date:

Total Contingency:

[illegible]

## Task Manager (Print Name)

Additional Notes:

July 23, 2015

City of Rancho Cucamonga  
Attn: Jason Gillison  
10500 Civic Center Drive  
P.O. Box 807  
Rancho Cucamonga, CA 91729-0807

**Subject: EXECUTED CONTRACT – CONTRACT 15-1001271**

Dear Jason Gillison:

The San Bernardino Associated Governments (SANBAG) has reviewed and approved to execute contract 15-1001271 for the Transit Oriented Development at the Rancho Cucamonga Metrolink Station. Enclosed is a copy of the "Executed Contract/Agreement" for your records.

SANBAG's Project Manager is Carrie Schindler who is the designated point of contact for all technical issues on this project. You may contact Carrie Schindler at (909) 884-8276 or via email at [cschindler@sanbag.ca.gov](mailto:cschindler@sanbag.ca.gov).

If there are any questions or concerns with the contract/agreement, please contact our Contracts Administrator, Mr. Jeffery Hill at (909) 884-8276 or via email at [jhill@sanbag.ca.gov](mailto:jhill@sanbag.ca.gov).

Sincerely,

*David Gallardo*

David Gallardo  
San Bernardino Associated Government  
Procurement Specialist

Enclosed: Contract/Agreement – 15-1001271

Attachment: 15-1001271 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)

**SANBAG Contract No. 15-1001271**

## **Cooperative Agreement**

**between**

**San Bernardino County Transportation  
Commission**

**and the**

**City of Rancho Cucamonga**

**Regarding the Development of A Transit-Oriented Development  
at the Rancho Cucamonga Metrolink Station**

**Attachment: 15-1001271 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)**



This cooperative agreement ("Agreement") between the City of Rancho Cucamonga ("City") and the San Bernardino Associated Governments, acting in its authority as the San Bernardino County Transportation Commission, ("SANBAG") is entered into as of the date approved by both parties.

## RECITALS

WHEREAS, the City and SANBAG intend to enter into a Development Agreement and long-term lease with a private developer to entitle, construct, and operate a transit-oriented, mixed residential and commercial development on the property located adjacent to the Metrolink Station at 11208 Azusa Court, which is generally located at the southwest intersection of the SANBAG owned rail right-of-way operated by the Southern California Regional Rail Authority (aka Metrolink) and Milliken Avenue ("Property"). A map and the legal descriptions describing the Property are attached as Exhibit A, Property Map and Legal Description; and,

WHEREAS, prior to the execution of a Development Agreement with a private developer, the City and SANBAG wish to conduct the selection of a private developer in two phases. During the first phase, the City shall, in cooperation with SANBAG, develop, prepare, and distribute a request for qualifications (RFQ) inviting all interested and qualified parties to submit their qualifications and credentials to the City regarding the development and/or entitlement of the Property. During the second phase, the City shall, in cooperation with SANBAG, develop, prepare, and distribute a request for proposals (RFP) to those developers that are determined to have met the minimum criteria during the first phase to submit a detailed development proposal. Upon the submittal of proposals, the City and SANBAG will jointly participate in the selection of a private developer for development of the project site. At the time a private developer is selected to entitle, construct, and operate a development project, the City of Rancho Cucamonga and SANBAG intend to enter into a Development Agreement for the entitlement, construction, and operation of a transit-oriented, mixed residential and commercial development; and,

WHEREAS, since the Property is jointly owned by the City and SANBAG, the parties deem it appropriate that the City and SANBAG participate in the selection of the private developer.

WHEREAS, the proposed development will at a minimum keep the same number of Metrolink parking spaces as well as allow for three tracks through the station.

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. PREPARATION AND DISTRIBUTION OF REQUESTS FOR QUALIFICATIONS ("RFQ") AND REQUEST FOR PROPOSALS ("RFP"):** The selection of a private developer shall occur in two phases. During the first phase, the City shall, in cooperation with SANBAG, develop, prepare, and distribute a request for

qualifications (RFQ) inviting all interested and qualified parties to submit their qualifications and credentials to the City regarding the development and/or entitlement of the Property. During the second phase, the City shall, in cooperation with SANBAG, develop, prepare, and distribute a request for proposals (RFP) to those developers that are determined to have met the minimum criteria during the first phase to submit a detailed development proposal. Upon the submittal of proposals, the City and SANBAG will select a private developer for development of the project site, as described in Paragraph 5 of this agreement.

2. **INDEPENDENT CONTRACTORS**: The City and SANBAG shall act in the capacity of independent contractors and this Agreement shall not be construed to constitute a joint venture, partnership or any other legal relationship that shares liabilities and benefits unless specifically set forth in this Agreement.

3. **COSTS**: Each party shall bear its own costs with respect to its duties and responsibilities under this Agreement.

4. **SCHEDULE**:

- a. See Attachment A.
- b. The dates in Attachment A may be extended as needed by written agreement between the City Manager of the City of Rancho Cucamonga and the SANBAG Director of Transit and Rail Programs.

5. **SELECTION OF CANDIDATES**: All responses to the RFQ and RFP will be subject to a review process developed by the CITY and SANBAG, including:

- a. The evaluations will be based on the written responses, but may also include follow up interviews of the proposer's key personnel and/or employees and visits to developments created by the proposers.
- b. A Review Committee will be established comprised of 3 City employees appointed by the City Manager and 3 SANBAG employees to review all responses to the RFQ and RFP and conduct any interviews and investigations.
- c. After reviewing responses to the RFQ and conducting any appropriate follow up interviews and investigations, the Review Committee shall make a recommendation to the City of Rancho Cucamonga and SANBAG on which developers should be invited to respond to the RFP for a detailed development proposal. In selecting a developer to submit a RFP, primary consideration shall be given to the following:
  - Professional qualifications, experience, and capability of the development team, including experience in:
    - Development, ownership, and management of mixed-use, urban in-fill transit-oriented projects;

- Public/private partnerships involving mixed-use commercial and residential developments and parking structures;
  - Processing development entitlements and obtaining approvals and permits for developments;
  - Private and public real estate acquisition; and,
  - Finance/pro forma analysis.
- Financial capacity to complete the project.
  - Record of ability and experience with similar type projects.
  - Demonstration of an innovative vision for the project.
- d. After reviewing responses to the RFP and conducting any appropriate follow up interviews and investigations, representatives from the Review Committee will make a recommendation to the City Manager of the City of Rancho Cucamonga and SANBAG regarding the best-qualified private developer. Primary consideration shall be given to the highest rate-of-return to the City and SANBAG, effectiveness, experience and financial capability of the proposer to perform based on demonstrated past performance, reference checks and other information in the possession of or accessible to the City and SANBAG. Additionally, strong consideration shall be given to proposers who can demonstrate the experience, competence, dependability and ability to:
- Foster innovative and successful mixed-use, transit-oriented development (TOD) that will act as a catalyst for other TOD development within the City;
  - Partner with or complement the proposed nearby Empire Lakes mixed-use project;
  - Contribute to reducing vehicle miles traveled within the region;
  - Maintain public parking for the Metrolink Station as an attractive alternative for riders;
  - Integrate successfully into existing and planned development in and around the site;
  - Provide housing options;
  - Facilitate economic development;
  - Implement the City of Rancho Cucamonga's orientation towards a healthy community and the "Healthy RC" program that encourages a healthy and sustainable lifestyle for residents and visitors; and,
  - Provide retail and services that provides new jobs and revenue to the City.
- e. Final selection of the successful private developer will be by the Rancho Cucamonga City Council prior to any action taken by SANBAG's Board of Directors to select a developer. Following the final selection of a private developer by the City Council and SANBAG, the City of Rancho Cucamonga and SANBAG intend to enter into a Development Agreement

with the private developer for the entitlement, construction, and operation of the development project.

6. **STATE AND LOCAL LAWS**: The selection of a developer shall be developed and distributed in compliance with all state and local laws and regulations.

7. **TERMINATION**: Either party may terminate this Agreement with 30 days notice to the other. Each party will bear its own costs.

8. **NO SUBCONTRACTING**: The City will not subcontract any portion of the work to be performed under this Agreement unless specifically authorized in writing by SANBAG.

9. **HOLD HARMLESS**:

a. The City agrees to indemnify, defend (with counsel approved by SANBAG) and hold harmless SANBAG and its officers, directors, members, employees, contractors, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its obligations under this Agreement. The City's indemnification obligation shall survive the termination of the Agreement. For purposes of this paragraph 9a and 9d below only, the term "SANBAG" shall be deemed to include the San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies and the San Bernardino County Congestion Management Agency.

b. SANBAG, acting only as the San Bernardino County Transportation Commission, agrees to indemnify and hold harmless the City, its officers, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the SANBAG's acts or omissions which arise from SANBAG's performance of its obligations under this Agreement. SANBAG's indemnification obligation shall survive the termination of the Agreement.

c. In the event the City and/or SANBAG is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the City and/or SANBAG shall indemnify the other to the extent of its comparative fault.

d. Furthermore, if the City or SANBAG attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the City and SANBAG agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

10. **INCORPORATION OF PRIOR AGREEMENT**: This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

11. **WAIVERS**: No waiver by either party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

12. **AMENDMENTS**: No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this license.

13. **SUCCESSORS**: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

14. **EXHIBITS**: All exhibits referred to are attached to this Agreement and incorporated by reference.

15. **CAPTIONS AND COVER PAGE**: The paragraph captions and the cover page of this Agreement shall have no effect on its interpretations.

16. **SEVERANCE**: If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the Agreement is not frustrated. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17. **NOTICES**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) City working days from the time of mailing if mailed as provided in this paragraph.

CITY's address:

City Manager  
Attention: John Gillison  
10500 Civic Center Drive,  
Rancho Cucamonga, CA, 91730

SANBAG's address:

Mitchell A. Alderman, PE  
Director of Transit and Rail Programs  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410

18. **SURVIVAL**: The obligations of the parties, which, by their nature, continue beyond the term of this Agreement, will survive the termination of this Agreement.

19. **ATTORNEYS' FEES AND COSTS**: If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 9, HOLD HARMLESS**.

20. **MATERIAL MISREPRESENTATION**:

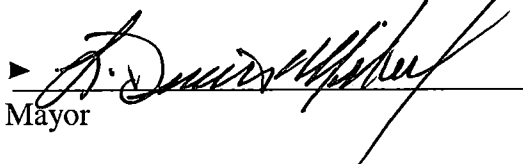
a. If during the course of the administration of this Agreement, the City determines that SANBAG has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the City is entitled to pursue any available legal remedies.

b. If during the course of the administration of this Agreement, SANBAG determines that the City has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to SANBAG, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the SANBAG is entitled to pursue any available legal remedies.

21. **INTERPRETATIONS**: As this Agreement was jointly prepared by both parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

22. **AUTHORIZED SIGNATORS**: Both parties to this Agreement represent that the persons executing this Agreement are fully authorized to sign this Agreement to bind their respective party.

CITY OF RANCHO CUCAMONGA

►   
Mayor

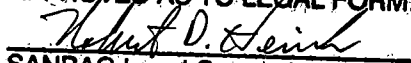
Dated: \_\_\_\_\_

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its authority as the  
County of San Bernardino Transportation Commission

►   
President, Board of Directors

Dated: 7/23/15

APPROVED AS TO LEGAL FORM:

  
SANBAG Legal Counsel

Date: 7/17/15

Attachment: 15-1001271 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)



**Rancho Cucamonga Metrolink Station Transit-Oriented Development (TOD) Project**  
Project Schedule dated April 8, 2015

<b>Cooperative Agreement</b>	
SANBAG Staff Approves Cooperative Agreement	April 1, 2015
Commuter Rail and Transit Committee Recommendation on Cooperative Agreement	May 14, 2015
SANBAG Board Approval of Cooperative Agreement	June 3, 2015
City Council Approval of Cooperative Agreement	June 3, 2015
Execution of Cooperative Agreement	June 4, 2015
<b>Request for Qualifications/Selection of Best Qualified Developers (BQD)</b>	
City Issues RFQ (6-Weeks to Respond)	June 8, 2015
RFQ Responses Due	July 20, 2015
City/SANBAG Review Committee Meeting to Discuss Submittals	Week of July 27
City/SANBAG Review Committee Selection of BQD	August 6, 2015
<b>Request for Proposals/Selection of Developer</b>	
City Issues RFP (6-Weeks to Respond)	August 10, 2015
Proposals Due	September 21, 2015
City/SANBAG Review Committee Discuss Submittals/Select Developers to Interview	Week of September 21
Developer Interviews	Week of September 28
City/SANBAG Review Committee Recommendation of Developer	By October 5, 2015
Commuter Rail and Transit Committee Recommendation of Developer	October 15, 2015
SANBAG Board Approval of Developer	November 4, 2015
City Council Approval of Developer	November 18, 2015
Execution of Lease Agreement/Initiation of Entitlement Process	December 2015

Attachment: 15-1001271 (7305 : Terminate Contracts - Rancho Cucamonga Metrolink Station - TOD)



## ***Minute Action***

### AGENDA ITEM: 16

***Date:*** January 6, 2021

***Subject:***

Summary of Measure I Capital Improvement Plans of Member Agencies

***Recommendation:***

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

A. Accept the Measure I Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds for Fiscal Year 2020/2021 through Fiscal Year 2024/2025.

B. Allow a one-time exception to Policies VLS-9(d), VVLS-13(d), and MDLS-11(d) for Fiscal Year 2020/2021 for categorical projects to exceed the 50% limit due to the effect on estimated revenue because of COVID-19.

***Background:***

The Measure I Expenditure Plan requires each local jurisdiction to annually adopt a Five-Year Capital Improvement Plan (CIP) that details the specific projects to be funded using Measure I Local Pass-Through Funds. Expenditures must be detailed in the CIP and adopted by resolution of the governing body.

In accordance with Measure I Strategic Plan Policy, the CIP shall:

1. Specifically identify improvements to be funded with Measure I Local Pass-Through Funds by street name, boundaries, and project type and must be adopted by resolution of the governing body.
2. Constrain the total amount of planned expenditures to 150% of San Bernardino County Transportation Authority (SBCTA) forecasted revenue for Measure I Local Pass-Through Funds plus any fund balances and/or revenue resulting from bonds secured by Measure I revenue.
3. Include no more than 50% of estimated annual revenue to general program categories, which are programs or projects without any identified streets (examples are pavement management programs, general maintenance and system improvements).
4. Include total estimated cost of capacity enhancing projects to Nexus Study roadways, the Measure I share of project cost and the development share of cost. Maintenance projects or projects that do not enhance the capacity of a roadway do not require a development contribution in the Five-Year Plan.
5. List any single project expenditure in excess of \$100,000 as an individual project and not in a general program category.

In the San Bernardino Valley subarea, 20% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects.

In the Rural Mountain/Desert subareas, 68% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects. In the Victor Valley subarea, 67% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 6, 2021

Page 2

projects as 1% has been transferred from the Local Streets Program to the Senior and Disabled Transit Program as per Policy VVLS-7.

Jurisdictions have flexibility to move projects around in their CIP based on the necessities of the jurisdiction. However, in order for a project to be eligible for expenditure of Local Streets funds, the project must be included in the Five-Year CIP. If the change happens after the plan has been approved, a revised plan must be prepared and submitted to SBCTA by the deadline of August 15 following the end of the fiscal year. As the CIP is the basis for the annual audit, if a revised plan is not submitted, it will result in an audit finding.

Attachment 1 summarizes the revenue available and the amount programmed for projects by each jurisdiction for Fiscal Years 2020/2021 through 2024/2025. The CIPs contain locally prioritized and eligible projects for road maintenance, repair and construction. Staff has confirmed that the plans meet the eligibility requirements of Measure I. However, several jurisdictions exceed the 50% threshold for general program categories noted above. Because the revenue estimates provided to the jurisdictions for this five-year period were substantially lower than recent past, staff recommends that Policies VLS-9(d), VVLS-13(d), and MDLS-11(d) be waived so that these categorical programs are not impacted.

Attachment 2 contains the Expenditure Strategy provided by each jurisdiction. The Expenditure Strategy provides a general description of the types of uses of Measure I and provides an opportunity for jurisdictions to explain large balances being accumulated for future projects.

A copy of the “Capital Improvement Plans Summary Report” has been posted on the SBCTA website.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020-2021 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 9, 2020.

***Responsible Staff:***

Ellen Pollema, Management Analyst II

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

Resolution Number: 20-57  
Resolution Approval Date: 9/9/2020  
Contact Person/Title: Brian Wolfe  
Phone: 760-246-2300 X11188  
Email: bwolfe@ci.adelanto.ca.us

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Adelanto

6/30/20 Carryover Balance: **\$660,476.40**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$626,847.08		\$748,695.89		\$726,867.50		\$755,633.81		\$786,293.27		\$3,644,337.55
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Bartlett Road Rehabilitation and Safety Improvements	No	Yes	100%	0%	\$1,800,000.00	0.00	0.00	0.00	0.00	748,695.00	151,305.00	0.00	0.00	0.00	0.00	\$900,000.00
Bellflower / Mojave Drive Traffic Signal	Yes	No	100%	0%	\$500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	0.00	\$500,000.00
Bellflower Widening Project (Palmdale to existing improvements)	No	Yes	37%	64%	\$790,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148,350.00	140,000.00	\$288,350.00
Koala Road Rehabilitation	No	No	100%	0%	\$2,000,000.00	0.00	0.00	1,200,000.00	80,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$2,030,000.00
Palmdale and Pearmain Pedestrian Improvements (Palmdale Road east to existing sidewalk at Pearmain and installation of access ramps at Begonia and Pearmain)	No	No	100%	0%	\$50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	\$50,000.00
Named Projects Total:						\$0.00	\$0.00	\$1,200,000.00	\$80,000.00	\$748,695.00	\$151,305.00	\$0.00	\$0.00	\$648,350.00	\$940,000.00	\$3,768,350.00
Total Carryover + Estimate:						\$0.00		\$1,280,000.00		\$900,000.00		\$0.00		\$1,588,350.00		
(% ) Named Projects to FY Est. Revenue:						0.00%		170.96%		123.82%		0.00%		202.00%		

Categorical Projects:															
City Wide Pavement Management System	No	No		\$0.00		145,000.00		145,000.00		145,000.00		145,000.00		145,000.00	\$725,000.00
City Wide Street Landscaping, Signage, Striping and Pedestrian Maintenance	No	No		\$0.00		140,000.00		140,000.00		140,000.00		140,000.00		140,000.00	\$700,000.00
Traffic Surveys and Warrant Studies	No	No		\$0.00		5,500.00		5,500.00		5,500.00		5,500.00		5,500.00	\$27,500.00
Vehicles and Equipment	No	No		\$100,000.00		0.00		0.00		0.00		0.00		0.00	\$0.00
		Categorical Projects Total:				\$290,500.00		\$290,500.00		\$290,500.00		\$290,500.00		\$290,500.00	\$1,452,500.00
		(% ) Categorical Projects to FY Est. Revenue:				46.34%		38.80%		39.97%		38.44%		36.95%	

Total Carryover Programming:	\$2,597,045.00
Total Estimated Programming:	\$2,623,805.00
Total Programming:	\$5,220,850.00

Total Programming is currently 121.28% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Resolution Number: 2019-26  
Resolution Approval Date: 9/24/2019  
Contact Person/Title: Rich Berger  
Phone: 760-240-7000  
Email: rberger@applevalley.org

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Apple Valley

6/30/20 Carryover Balance: **\$3,236,853.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,628,990.89		\$1,945,640.06		\$1,888,914.50		\$1,963,669.68		\$2,043,344.57		\$9,470,559.70
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Apple Valley Road and SR 18 Realignment	No	No	0%	100%	\$8,000,000.00	0.00	4,980,000.00	0.00	4,060,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$9,040,000.00
Apple Valley South Safe Routes to School	No	Yes	0%	100%	\$2,897,000.00	0.00	44,065.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$44,065.45
Apple Valley Village SR18 Corridor Enhancement Plan	No	No	0%	100%	\$25,000.00	0.00	16,601.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$16,601.51
Bear Valley Bridge Rehabilitation (Mojave River Bridge)	Yes	No	45%	55%	\$37,921,000.00	141,388.36	0.00	2,308,911.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,450,299.36
Bear Valley Intersection Improvements	No	No	0%	100%	\$1,080,000.00	525,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$525,000.00
Central Road from SR18 to Bear Valley Road	No	No	0%	100%	\$1,420,000.00	0.00	0.00	0.00	0.00	207,390.16	792,609.84	0.00	660,000.00	0.00	660,000.00	\$2,320,000.00
Dale Evans Parkway at Waalew Road Realignment	No	No	0%	100%	\$1,145,000.00	27,263.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,027,263.00
Johnson Road Widening	No	No	0%	100%	\$2,650,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	\$50,000.00
Resurfacing 2020-01(to include resurfacing portions of westerly Apple Valley north of Highway 18 and east of Navajo Road)	No	No	0%	100%	\$1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00	\$5,000,000.00
Rio Vista Sidewalk Improvements	No	No	0%	100%	\$155,000.00	0.00	155,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$155,000.00
SR-18 widen 4 to 6 lanes - Apple Valley Rd to Tao Rd	No	No	0%	100%	\$10,000,000.00	0.00	0.00	0.00	0.00	0.00	600,000.00	0.00	500,000.00	0.00	11,000,000.00	\$12,100,000.00
Standing Rock Realignment Signal	No	No	0%	100%	\$3,000,000.00	0.00	0.00	150,000.00	0.00	350,000.00	0.00	0.00	1,600,000.00	0.00	1,250,000.00	\$3,350,000.00
Stoddard Wells Road Widening	No	No	0%	100%	\$1,325,000.00	0.00	1,325,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,325,000.00
Tao Road Extension	No	No	0%	100%	\$350,000.00	0.00	100,000.00	0.00	250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$350,000.00
Town Wide School Zone Analysis/LRSP	No	No	0%	100%	\$225,000.00	0.00	225,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$225,000.00
Traffic Control Device Deployment	No	No	0%	100%	\$54,200.00	0.00	29,437.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$29,437.69
Tuscola/Kasota Connector Road	No	No	0%	100%	\$220,000.00	0.00	206,473.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$206,473.04
Yucca Loma Road Widening	No	No	45%	55%	\$8,100.00	0.00	8,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$8,100.00
Named Projects Total:						\$1,693,651.36	\$7,089,677.69	\$4,458,911.00	\$4,310,000.00	\$1,557,390.16	\$1,392,609.84	\$0.00	\$3,760,000.00	\$0.00	\$13,960,000.00	\$38,222,240.05
Total Carryover + Estimate:						\$8,783,329.05		\$8,768,911.00		\$2,950,000.00		\$3,760,000.00		\$13,960,000.00		
(%) Named Projects to FY Est. Revenue:						539.19%		450.70%		156.17%		191.48%		683.19%		

Categorical Projects:

Categorical Projects Total:																\$0.00
(%) Categorical Projects to FY Est. Revenue:																

Total Carryover Programming:	\$7,709,952.52
Total Estimated Programming:	\$30,512,287.53
Total Programming:	\$38,222,240.05

Total Programming is currently 300.79% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Resolution Number: 5002-2020  
Resolution Approval Date: 9-16-2019  
Contact Person/Title: Domingo Gonzales  
Phone: 7602555156  
Email: dgonzales@barstowca.org

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Barstow

6/30/20 Carryover Balance: **\$32,486.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,308,872.87		\$1,679,197.73		\$1,623,042.60		\$1,679,826.12		\$1,740,266.59		\$8,031,205.91
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
First Avenue Bridge over BNSF - Project Management	No	No	0%	100%	\$500,000.00	0.00	100,000.00	0.00	200,000.00	0.00	200,000.00	0.00	0.00	0.00	0.00	\$500,000.00
First Avenue Bridge over Mojave River Project	No	No	0%	100%	\$0.00	0.00	100,000.00	0.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00	100,000.00	\$800,000.00
General Fund Debit Payment	No	No	0%	100%	\$1,750,000.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	250,000.00	0.00	750,000.00	\$1,250,000.00
Laverne Drainage - Phase II - Construction	No	No	0%	100%	\$1,600,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Laverne Drainage - Phase II - Design	No	No	0%	100%	\$25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,500.00	0.00	12,500.00	\$25,000.00
Route 66 Signs	No	No	0%	100%	\$10,542.00	0.00	10,542.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,542.00
TRIP Debit Payment	No	No	0%	100%	\$1,894,400.00	0.00	1,499,400.00	0.00	395,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,894,400.00
West Section 7 - Construction	No	No	0%	100%	\$4,400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,200,000.00	0.00	2,200,000.00	\$4,400,000.00
West Section 7 Project - Design	No	No	0%	100%	\$40,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00	20,000.00	0.00	0.00	\$40,000.00
Named Projects Total:						\$0.00	\$1,709,942.00	\$0.00	\$795,000.00	\$0.00	\$670,000.00	\$0.00	\$2,682,500.00	\$0.00	\$3,062,500.00	\$8,919,942.00
Total Carryover + Estimate:						\$1,709,942.00		\$795,000.00		\$670,000.00		\$2,682,500.00		\$3,062,500.00		
(%) Named Projects to FY Est. Revenue:						130.64%		47.34%		41.28%		159.69%		175.98%		

Categorical Projects:															
Pavement Preservation Project 1	No	No		\$250,000.00		0.00		250,000.00		0.00		0.00		0.00	\$250,000.00
Pavement Preservation Project 2	No	No		\$300,000.00		0.00		0.00		300,000.00		0.00		0.00	\$300,000.00
Pavement Preservation Project 3	No	No		\$300,000.00		0.00		0.00		0.00		300,000.00		0.00	\$300,000.00
Pavement Preservation Project 4	No	No		\$200,000.00		0.00		0.00		0.00		0.00		200,000.00	\$200,000.00
Pavement Preservation Project 5	No	No		\$200,000.00		0.00		0.00		0.00		0.00		0.00	\$0.00
		Categorical Projects Total:				\$0.00		\$250,000.00		\$300,000.00		\$300,000.00		\$200,000.00	\$1,050,000.00
		(%) Categorical Projects to FY Est. Revenue:				0.00%		14.89%		18.48%		17.86%		11.49%	

Total Carryover Programming:	\$0.00
Total Estimated Programming:	\$9,969,942.00
Total Programming:	\$9,969,942.00

Total Programming is currently 123.64% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

**Big Bear Lake**

Resolution Number: 2020-67  
Resolution Approval Date: August 10, 2020  
Contact Person/Title: John Harris  
Phone: 909-866-5831  
Email: jharris@citybigbearlake.com

6/30/20 Carryover Balance: **\$245,986.73**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$372,855.32		\$410,297.29		\$394,847.81		\$406,880.75		\$419,683.21		\$2,004,564.38
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
ATP Grant Matching Funds (street improvements, sidewalks & bike lanes)	No	Yes	0%	100%	\$0.00	0.00	0.00	0.00	221,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$221,000.00
Francis Way Reconstruction	No	No	0%	100%	\$32,098.00	0.00	32,097.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$32,097.51
Gibraltar Landing Reconstruction	No	No	0%	100%	\$37,590.00	0.00	37,589.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$37,589.75
Gibraltar Road Reconstruction	No	No	0%	100%	\$61,579.00	0.00	61,578.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$61,578.81
Lagunita Lane Reconstruction	No	No	0%	100%	\$102,317.00	0.00	102,317.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$102,317.31
Moonridge Rd Reconstruction	No	No	0%	100%	\$249,267.00	0.00	249,267.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$249,267.31
Sahuaro Way Reconstruction	No	No	0%	100%	\$70,504.00	0.00	70,504.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$70,504.31
TDA Grant for Stanfield Cutoff Connectivity Project	No	No	0%	100%	\$1,294,000.00	0.00	12,940,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$12,940,000.00
Named Projects Total:						\$0.00	\$13,493,355.00	\$0.00	\$221,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,714,355.00
Total Carryover + Estimate:						\$13,493,355.00		\$221,000.00		\$0.00		\$0.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						3618.93%		53.86%		0.00%		0.00%		0.00%		

Categorical Projects:															
General Programs	No	No		\$1,145,778.00		0.00		1,427,943.04		1,743,384.32		1,399,083.35		1,177,086.00	\$5,747,496.71
Categorical Projects Total:						\$0.00		\$1,427,943.04		\$1,743,384.32		\$1,399,083.35		\$1,177,086.00	\$5,747,496.71
(%) Categorical Projects to FY Est. Revenue:						0.00%		348.03%		441.53%		343.86%		280.47%	

Total Carryover Programming:	\$0.00
Total Estimated Programming:	\$19,461,851.71
Total Programming:	\$19,461,851.71

Total Programming is currently 864.76% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Resolution Number: 2020R-069  
Resolution Approval Date: 8/11/2020  
Contact Person/Title: Vivian Chou, Management Analyst  
Phone: (909) 364-2773  
Email: vchou@chinohills.org

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Chino Hills

6/30/20 Carryover Balance: **\$163,626.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,231,005.00		\$1,466,532.00		\$1,410,510.00		\$1,452,671.00		\$1,497,530.00		\$7,058,248.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
FY 2020/21 Sidewalk Replacement Program	No	No	0%	100%	\$22,500.00	0.00	22,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$22,500.00
FY 2020/21 Street Improvement Program	No	No	0%	100%	\$125,000.00	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$125,000.00
FY 2021/22 Sidewalk Replacement Program	No	No	0%	100%	\$427,500.00	0.00	0.00	0.00	427,500.00	0.00	0.00	0.00	0.00	0.00	0.00	\$427,500.00
FY 2021/22 Street Improvement Program	No	No	0%	100%	\$2,375,000.00	0.00	0.00	0.00	2,375,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,375,000.00
FY 2022/23 Sidewalk Replacement Program	No	No	0%	100%	\$225,000.00	0.00	0.00	0.00	0.00	0.00	225,000.00	0.00	0.00	0.00	0.00	\$225,000.00
FY 2022/23 Street Improvement Program	No	No	0%	100%	\$1,250,000.00	0.00	0.00	0.00	0.00	0.00	1,250,000.00	0.00	0.00	0.00	0.00	\$1,250,000.00
FY 2023/24 Sidewalk Replacement Program	No	No	0%	100%	\$225,000.00	0.00	0.00	0.00	0.00	0.00	0.00	225,000.00	0.00	0.00	0.00	\$225,000.00
FY 2023/24 Street Improvement Program	No	No	0%	100%	\$1,250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,250,000.00	0.00	0.00	0.00	\$1,250,000.00
FY 2024/25 Sidewalk Replacement Program	No	No	0%	100%	\$225,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225,000.00	\$225,000.00
FY 2024/25 Street Improvement Program	No	No	0%	100%	\$1,250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,250,000.00	\$1,250,000.00
Named Projects Total:						\$0.00	\$147,500.00	\$0.00	\$2,802,500.00	\$0.00	\$1,475,000.00	\$0.00	\$1,475,000.00	\$0.00	\$1,475,000.00	\$7,375,000.00
Total Carryover + Estimate:						\$147,500.00		\$2,802,500.00		\$1,475,000.00		\$1,475,000.00		\$1,475,000.00		
(%) Named Projects to FY Est. Revenue:						11.98%		191.10%		104.57%		101.54%		98.50%		

Categorical Projects:

Categorical Projects Total:																\$0.00
(%) Categorical Projects to FY Est. Revenue:																

Total Carryover Programming:	\$0.00
Total Estimated Programming:	\$7,375,000.00
Total Programming:	\$7,375,000.00

Total Programming is currently 102.12% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)



Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Chino

Resolution Number: 2020-061  
Resolution Approval Date: October 6 2020  
Contact Person/Title: Amer Jakher, PW Director  
Phone: 909 334-3535  
Email: ajakher@cityofchino.org

6/30/20 Carryover Balance: **\$3,078,608.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,310,748.00		\$1,561,532.00		\$1,501,882.00		\$1,546,774.00		\$1,594,538.00		\$7,515,474.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Project C7053/TR131- Traffic Signal Modification at Riverside Drive and Ramona Avenue	No	No	0%	100%	\$293,341.00	291,216.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$291,216.00
Project C7061/TR152- Traffic Signal Modification at Telephone Avenue and Philadelphia Street	Yes	No	0%	100%	\$150,000.00	147,675.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$147,675.00
Project C7063/TR162- CCTV Camera Installation for TS Communications- Phase 1- Central Ave/Schaefer Ave; Central Ave/Riverside Dr; Fern Ave/Kimball Ave; El Prado Rd/Kimball Ave; Main St/Kimball Ave; Mill Creek Ave/Pine Ave; Tenth St/Riverside Dr; Benson Ave/Riverside Dr; Magnolia Ave/Riverside Dr	No	No	0%	100%	\$151,800.00	95,230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$95,230.00
Project G7023/ TR151- Traffic Signal Improvement Project- Edison Avenue at Ramona Avenue, Yorba Avenue and Monte Vista Avenue (HSIP)	No	No	0%	100%	\$1,814,964.00	179,216.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$179,216.00
Project G7024/ ST151-Central Avenue sidewalk/access ramps and 7th Street/Riverside Drive Improvements (TDA)	No	No	0%	100%	\$166,598.00	38,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$38,950.00
Project MS202- Accessibility Improvements Citywide	No	No	0%	100%	\$252,000.00	244,618.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$244,618.00
Project N7604 Coordinated Traffic Signal System (Tiers 1-4 SBCTA Project)	No	No	0%	100%	\$70,000.00	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$70,000.00
Project ST 172 FY 2016-2017 - ADA Upgrades- Kimball Avenue Sidewalk Connection	No	No	0%	100%	\$86,600.00	75,570.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$75,570.00
Project ST 183 Street Rehabilitation & TSM- Riverside Drive	No	No	0%	100%	\$4,135,834.00	130,403.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$130,403.00
Project ST TBD FY 2021-22 Street Rehabilitation	No	No	0%	100%	\$156,170.00	0.00	0.00	0.00	156,170.00	0.00	0.00	0.00	0.00	0.00	0.00	\$156,170.00
Project ST TBD FY 24-25 Street Improvement Project-Central Ave.	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	550,000.00	\$550,000.00
Project TR 172- FY 2016-2017 Traffic Signal Modification- Schaefer Avenue at Ramona Avenue	No	No	0%	100%	\$558,055.00	327,905.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$527,905.00
Project TR 182 CCTV; Monte Vista Ave/Chino Hills Pkwy Camera Installation for TS Communications- Phase 2- Kimball Ave/Rincon Meadows Ave; Central Ave/Chino Hills Pkwy; Central Ave/Eucalyptus Ave; Mountain Ave/Kimball Ave; Mill Creek Ave/Bickmore Ave; East Preserve Loop/Pine Ave; Monte Vista Ave/Riverside Dr; Pipeline Ave/Chino Ave; Pipeline Ave/Edison Ave; Spectrum East/Grand Ave; Spectrum West/Grand; Ramona Ave/Edison Ave; Monte Vista Ave/Edison Ave; Mountain Ave/Edison Ave; San Antonio Ave/Edison Ave; Monte Vista/Chino Hills Pkwy	No	No	0%	100%	\$220,000.00	139,823.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$139,823.00
Project TR 202- Traffic Signal Modification- Pipeline Avenue at Schaefer Avenue	Yes	No	0%	100%	\$397,503.00	18,688.00	378,531.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$397,219.00
Project TR TBD- CCTV Camera Installation for TS Communications- Phase 3- at Pipeline Ave/Chino Ave; Pipeline Ave/Schaefer Ave; Pipeline Ave/Spectrum North; Pipeline Ave/Grand -Edison Ave; Spectrum West/Grand Ave; Spectrum East/Grand Ave; Ramona Ave/ Chino Ave; Ramona Ave/Edison Ave; Monte Vista Ave/Edison Ave	No	No	0%	100%	\$220,000.00	0.00	0.00	0.00	220,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$220,000.00

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)



Project TR TBD CCTV Camera Installation- Phase 4	No	No	0%	100%	\$225,000.00	0.00	0.00	0.00	0.00	0.00	225,000.00	0.00	0.00	0.00	0.00	\$225,000.00
Project TR TBD- Traffic Signal Modification Central Avenue at Eucalyptus Avenue	No	No	0%	100%	\$300,000.00	0.00	0.00	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	\$300,000.00
Project TR TBD- Traffic Signal Modifications at San Antonio Avenue at Walnut Avenue, Philadelphia Street at Monte Vista Avenue	Yes	No	0%	100%	\$467,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	467,000.00	0.00	0.00	\$467,000.00
Project TR171 Traffic Signal Modifications- Grand Ave at Spectrum East & West and Paving on Grand from West City Limits to Pipeline Ave	No	No	0%	100%	\$978,866.00	400,386.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$400,386.00
Project TR181 TS Battery Backup, and Service Upgrades - Benson Avenue at Park Place, Central Avenue at Washington Avenue, Magnolia Avenue at Riverside Drive, Mountain Avenue at Riverside Drive, Monte Vista Avenue at Schaefer Avenue, Pipeline Avenue at Schaefer Avenue, Ramona Avenue at Walnut Avenue	No	No	0%	100%	\$387,635.00	240,149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$240,149.00
Project TR203- Traffic Signal Modification- Roswell and Schaefer Avenue	No	No	0%	100%	\$128,600.00	93,485.00	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$128,485.00
Project TR204- West Preserve Loop at Parkside Street Intersection Improvements	No	No	0%	100%	\$167,000.00	166,282.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$166,282.00
Project TR211-Traffic Signal Modifications- Riverside Drive at Magnolia Avenue and Riverside Drive at Mountain Avenue	No	No	0%	100%	\$450,000.00	0.00	450,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$450,000.00
Project TR212 Traffic Signal Installation Monte Vista Ave at Walnut Ave	No	No	0%	100%	\$520,000.00	0.00	90,000.00	0.00	430,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$520,000.00
Project TR214- Traffic Signal Upgrades- Philadelphia Street at Town Square Avenue (Previous TR161)	No	No	0%	100%	\$200,000.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$200,000.00
Named Projects Total:						\$2,659,596.00	\$1,353,531.00	\$0.00	\$806,170.00	\$0.00	\$525,000.00	\$0.00	\$467,000.00	\$0.00	\$550,000.00	\$6,361,297.00
Total Carryover + Estimate:						\$4,013,127.00		\$806,170.00		\$525,000.00		\$467,000.00		\$550,000.00		
(% ) Named Projects to FY Est. Revenue:						306.17%		51.63%		34.96%		30.19%		34.49%		

Categorical Projects:															
Asphalt Pavement/Overlay - Citywide	No	No		\$1,600,000.00		300,000.00		300,000.00		300,000.00		300,000.00		325,000.00	\$1,525,000.00
Concrete Maintenance/Graffiti Abatement - Citywide	No	No		\$1,260,000.00		240,000.00		240,000.00		240,000.00		240,000.00		240,000.00	\$1,200,000.00
Traffic Control/ Signal Maintenance- Citywide	No	No		\$1,283,043.00		115,374.00		240,766.00		210,941.00		233,387.00		232,000.00	\$1,032,468.00
		Categorical Projects Total:				\$655,374.00		\$780,766.00		\$750,941.00		\$773,387.00		\$797,000.00	\$3,757,468.00

Total Programming is currently 95.51% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2020/2021 thru 2024/2025

Colton

Resolution Number: R-84-20  
Resolution Approval Date: 08/18/2020  
Contact Person/Title: Victor Ortiz  
Phone: 9095144210  
Email: vortiz@coltonca.gov

6/30/20 Carryover Balance: **\$232,000.56**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$793,651.00		\$945,500.00		\$909,382.00		\$936,564.00		\$965,485.00		\$4,550,582.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Barton Bridge Replacement Project	Yes	Yes	0%	100%	\$3,562,480.00	32,090.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	75,000.00	\$207,090.00
Bridge Retrofit - Mt. Vernon Ave. over Santa Ana River	No	No	0%	100%	\$621,494.00	70,546.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$70,546.72
Citywide Striping Project	No	No	0%	100%	\$75,000.00	59,085.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$59,085.00
La Cadena Bridge over Santa Ana River Replacement Project	Yes	Yes	56%	44%	\$3,158,265.00	0.00	0.00	0.00	50,000.00	0.00	75,000.00	0.00	100,000.00	0.00	0.00	\$225,000.00
Missing Sidewalk Installation - north side of Stevenson St.(Rancho to Grand)	Yes	Yes	0%	100%	\$80,000.00	0.00	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$80,000.00
Mt. Vernon Ave. Corridor Traffic Signal Improvement	No	No	0%	100%	\$770,000.00	814.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$814.59
Mt. Vernon Bridge over UPRR Widening Project	Yes	Yes	56%	44%	\$1,257,318.00	0.00	0.00	0.00	50,000.00	0.00	75,000.00	0.00	0.00	0.00	0.00	\$125,000.00
Pavement Rehabilitation - 7th St - (La Cadena to Congress)	No	No	0%	100%	\$56,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,250.00	\$56,250.00
Pavement Rehabilitation - 8th St - O St. to Congress)	No	No	0%	100%	\$86,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,250.00	\$86,250.00
Pavement Rehabilitation - C St. (La Cadena to Mt. Vernon Ave.)	No	No	0%	100%	\$196,500.00	0.00	0.00	0.00	0.00	0.00	196,500.00	0.00	0.00	0.00	0.00	\$196,500.00
Pavement Rehabilitation - Cahuilla St - (west end to east send)	No	No	0%	100%	\$145,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145,500.00	0.00	0.00	\$145,500.00
Pavement Rehabilitation - Canyon Dr/Gunnison (Maibu to Reche Cyn)	No	No	0%	100%	\$105,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105,750.00	\$105,750.00
Pavement Rehabilitation - Codillera/Bridge- (Trail Ct. to cul-de-sac)	No	No	0%	100%	\$88,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88,500.00	\$88,500.00
Pavement Rehabilitation - Cooley Dr. (Washington to Valleywood)	Yes	Yes	0%	100%	\$150,000.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$150,000.00
Pavement Rehabilitation - Cooley Drive (Valleywood to Ashley Way)	Yes	Yes	0%	100%	\$90,000.00	0.00	0.00	0.00	0.00	0.00	90,000.00	0.00	0.00	0.00	0.00	\$90,000.00
Pavement Rehabilitation - Fairway Drive (Mt. Vernon Ave. to Crossroad Dr.)	No	No	0%	100%	\$205,500.00	0.00	0.00	0.00	205,500.00	0.00	0.00	0.00	0.00	0.00	0.00	\$205,500.00
Pavement Rehabilitation - Fogg St. ( 8th St. to 6th St.)	No	No	0%	100%	\$55,500.00	0.00	0.00	0.00	55,500.00	0.00	0.00	0.00	0.00	0.00	0.00	\$55,500.00
Pavement Rehabilitation - G Street (Mt. Vernon Ave to 10th Street)	No	No	0%	100%	\$150,000.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$150,000.00
Pavement Rehabilitation - Hidden Valley/Cyn Vista (Prado to Chase Ln)	No	No	0%	100%	\$150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	\$150,000.00
Pavement Rehabilitation - John Matich (Codillera to Wild Canyon)	No	No	0%	100%	\$97,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97,500.00	\$97,500.00
Pavement Rehabilitation - La Cadena (Mt. Vernon Ave. to 9th St.)	No	No	0%	100%	\$195,750.00	0.00	0.00	0.00	0.00	0.00	195,750.00	0.00	0.00	0.00	0.00	\$195,750.00
Pavement Rehabilitation - Laurel Ave (Pennsylvania to 6th St.)	No	No	0%	100%	\$151,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151,500.00	0.00	0.00	\$151,500.00
Pavement Rehabilitation - M Street (7th to La Cadena Dr.)	No	No	0%	100%	\$33,000.00	0.00	0.00	0.00	33,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$33,000.00
Pavement Rehabilitation - Meadow Lane (Old Ranch to South Limit)	No	No	0%	100%	\$160,500.00	0.00	0.00	0.00	160,500.00	0.00	0.00	0.00	0.00	0.00	0.00	\$160,500.00
Pavement Rehabilitation - Mill Street (Michigan to City Limit west of Ohio)	No	No	0%	100%	\$110,400.00	0.00	0.00	0.00	110,400.00	0.00	0.00	0.00	0.00	0.00	0.00	\$110,400.00
Pavement Rehabilitation - Mohave Drive (Cahuilla St to Cahuilla east side)	No	No	0%	100%	\$150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	\$150,000.00
Pavement Rehabilitation - Mt. Vernon Ave (Olive St. to Colton Ave)	No	No	0%	100%	\$150,000.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$150,000.00
Pavement Rehabilitation - Mt. Vernon Ave. (No. of Cooley to Washington)	Yes	Yes	0%	100%	\$165,000.00	0.00	165,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$165,000.00

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Pavement Rehabilitation - Olive Ave (7th to Rancho Ave.)	No	No	0%	100%	\$154,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154,500.00	0.00	0.00	\$154,500.00
Pavement Rehabilitation - Pennsylvania Ave. (Valley to C St.)	No	No	0%	100%	\$167,250.00	0.00	0.00	0.00	0.00	0.00	167,250.00	0.00	0.00	0.00	0.00	\$167,250.00
Pavement Rehabilitation - Prado (City Limit to east end)	No	No	0%	100%	\$176,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	176,250.00	\$176,250.00
Pavement Rehabilitation - Rancho Ave (Johnston Street to Mill Street)	No	No	0%	100%	\$192,218.00	15,929.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$15,929.00
Pavement Rehabilitation - Rancho Ave. (F Street to I-10 Bridge)	No	No	0%	100%	\$180,000.00	0.00	180,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$180,000.00
Pavement Rehabilitation - Rosedale Ave. (Maryknoll to La Loma Ave.)	No	No	0%	100%	\$70,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,500.00	0.00	0.00	\$70,500.00
Pavement Rehabilitation - Rosedale Ave. (Palm to La Loma Ave.)	No	No	0%	100%	\$117,000.00	0.00	0.00	0.00	117,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$117,000.00
Pavement Rehabilitation - Sperry Ave. (Fairway to Valley)	No	No	0%	100%	\$67,500.00	0.00	0.00	0.00	67,500.00	0.00	0.00	0.00	0.00	0.00	0.00	\$67,500.00
Pavement Rehabilitation - Valley (Sperry to Mt. Vernon Ave.)	No	No	0%	100%	\$87,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,750.00	0.00	0.00	\$87,750.00
Pavement Rehabilitation - Valley Blvd (City Limit to Wildrose)	No	No	0%	100%	\$123,513.00	506.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$506.01
Pavement Rehabilitation - Valley Blvd. ( Grand Ave.to Rancho Ave.)	No	No	0%	100%	\$93,750.00	0.00	0.00	0.00	93,750.00	0.00	0.00	0.00	0.00	0.00	0.00	\$93,750.00
Pavement Rehabilitation - Washington St. (Hunts Lane to Waterman)	Yes	Yes	0%	100%	\$191,481.00	595.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$595.22
Pavement Rehabilitation - Wildrose Ave. (Valley to Woodpine)	No	No	0%	100%	\$157,500.00	0.00	0.00	0.00	0.00	0.00	157,500.00	0.00	0.00	0.00	0.00	\$157,500.00
Pavement Rehabilitation -Congress St. (7th to 8th Street)	No	No	0%	100%	\$54,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,000.00	\$54,000.00
Reche Canyon Road Extension to Washington/Hunts Lane	Yes	Yes	0%	100%	\$3,085,000.00	52,434.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	\$152,434.02
Named Projects Total:						\$232,000.56	\$875,000.00	\$0.00	\$943,150.00	\$0.00	\$957,000.00	\$0.00	\$959,750.00	\$0.00	\$989,500.00	\$4,956,400.56
Total Carryover + Estimate:						\$1,107,000.56		\$943,150.00		\$957,000.00		\$959,750.00		\$989,500.00		
(%) Named Projects to FY Est. Revenue:						139.48%		99.75%		105.24%		102.48%		102.49%		

Categorical Projects:															
Citywide Street and Traffic Safety Improvement	No	No		\$0.00		81,650.00		45,837.00		66,418.00		99,568.00		94,433.00	\$387,906.00
Categorical Projects Total:						\$81,650.00		\$45,837.00		\$66,418.00		\$99,568.00		\$94,433.00	\$387,906.00
(%) Categorical Projects to FY Est. Revenue:						10.29%		4.85%		7.30%		10.63%		9.78%	

Total Carryover Programming:	\$232,000.56
Total Estimated Programming:	\$5,112,306.00
Total Programming:	\$5,344,306.56

Total Programming is currently 111.75% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Resolution Number: 2020-118  
Resolution Approval Date: 9/10/20  
Contact Person/Title: Jeffrey Kim  
Phone: 909-358-6724  
Email: jkim@fontana.org

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Fontana

6/30/20 Carryover Balance: **\$18,078,402.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$3,094,554.00		\$3,686,633.00		\$3,545,804.00		\$3,651,790.00		\$3,764,558.00		\$17,743,339.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Alder Ave & Marygold Ave(F3600071)County is lead.	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	\$750,000.00
Alder Locust Ramona (3339)	No	No	0%	100%	\$500,000.00	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$500,000.00
Alder Middle School S/W(3367)	No	No	0%	100%	\$343,036.00	270,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$270,950.00
Almeria/So Highland TS (F3600046)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Arrow/Cypress TS(F3600072)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$750,000.00
Arrow/Laurel TS (F3600037)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	\$750,000.00
Arrow/Tokay TS(3354)	No	No	0%	100%	\$596,000.00	573,058.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$573,058.00
Banana Slover TS (F3600040)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Baseline/Alder TS(3379)	No	No	0%	100%	\$100,000.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$100,000.00
Baseline/Palmeto (F3600034)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	\$750,000.00
Baseline/Tamarind (F3600038)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$750,000.00
Beech & Walnut TS (F3600077)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Beech/Miller TS(3366)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Beech/Valley TS(F3600073)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$750,000.00
Bridlepath at Oxer RRFB (0007)	No	No	0%	100%	\$30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$30,000.00
Catawba/Fontana/Randall (F3600047)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Cherry & Banana TS(F3600041)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	\$750,000.00
Cherry @ Live Oak TS Mod(3341)	No	No	0%	100%	\$501,000.00	447,451.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$447,451.00
Cherry Walnut TS (F3600035)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	\$750,000.00
Cherry/Highland TS (F3600036)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	\$750,000.00
Cherry/Village TS (F3600044)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Citrus/Ceres TS(3355)	No	No	0%	100%	\$831,000.00	760,372.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$760,372.00
Citrus/Malaga Ped Xing(3356)	No	No	0%	100%	\$100,000.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$100,000.00
Cypress Ave TS(3361)	No	No	0%	100%	\$500,000.00	390,975.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$390,975.00
Cypress/Merrill TS (F3600042)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	\$750,000.00
Etiwanda/Slover TS(3146)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
F78 Flashing Beacon TS (3384)	No	No	0%	100%	\$450,000.00	450,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$450,000.00
Fontana SRTS Gap Closure (0003)	No	No	0%	100%	\$125,000.00	120,681.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$120,681.00
Foothill Blvd & Beech Ave(3320)	No	No	0%	100%	\$268,302.00	102,402.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$102,402.00
Foothill/Alder Curb Ramp (3370)	No	No	0%	100%	\$214,000.00	174,218.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$174,218.00
Foothill/Laurel Sidewalk(3380)	No	No	0%	100%	\$50,000.00	35,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$35,150.00
Foothill: Sierra-Mango (3279)	No	No	0%	100%	\$596,000.00	48,029.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$48,029.00
Juniper/Seville Blank TS(3377)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Juniper/South Highland TS (F3600048)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Juniper/Valencia TS (F3600039)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Jurupa & Live Oak(3336)	No	No	0%	100%	\$972,420.00	815,832.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$815,832.00
Knox/South Highland TS (F3600045)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Live Oak /Village Drive TS(F3600074)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$750,000.00
Mango/San Bernardino TS (F3600043)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Mango/So Highland TS(3382)	No	No	0%	100%	\$451,000.00	387,903.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$387,903.00
Merrill Ave @ Oleander/Fontana(3328)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Neighborhood Traffic Management (0005)	No	No	0%	100%	\$130,000.00	49,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$49,150.00
PE Trail & Beech Ave Ped Signal(3338)	No	No	0%	100%	\$151,000.00	147,627.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$147,627.00

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)



Pepper/Randall TS (F3600049)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Phila/San Sev Channel(3186)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Randall & Mango TS(F3600075)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
Randall & Oleander TS (F3600078)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
S. Highland/Cypress TS(3360)	No	No	0%	100%	\$636,000.00	288,848.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$288,848.00
San Bernardino & Cypress(3327)	No	No	0%	100%	\$619,000.00	66,839.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$66,839.00
San Bernardino/Oleander TS(F3600076)	No	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00
San Sevaine PH I, Seg 2(3345)	No	No	0%	100%	\$684,402.00	512,772.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$512,772.00
Sierra Ave & Riverside Ave(3329)	No	No	0%	100%	\$727,000.00	659,397.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$659,397.00
Sierra/So. Highland TS Cabinet(3371)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Speed Hump (0009)	No	No	0%	100%	\$100,000.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$100,000.00
SSARP-Systematic Safety Analysis Report Program (3364)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
TMC Earmark(3363)	No	No	0%	100%	\$568,376.00	477,706.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$477,706.00
Traffic Calming Program(3373)	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Valley Blvd & Almond Ave(3307)	No	No	0%	100%	\$1,487,770.00	1,302,956.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,302,956.00
Valley Blvd & Oleander Ave(3310)	No	No	0%	100%	\$1,526,000.00	1,311,222.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,311,222.00
W Liberty Parkway Miller TS (0002)	No	No	0%	100%	\$730,000.00	730,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$730,000.00
		Named Projects Total:				\$10,953,538.00	\$0.00	\$0.00	\$3,000,000.00	\$0.00	\$5,250,000.00	\$0.00	\$0.00	\$0.00	\$9,750,000.00	\$28,953,538.00
		Total Carryover + Estimate:				\$10,953,538.00		\$3,000,000.00		\$5,250,000.00		\$0.00		\$9,750,000.00		
		(%) Named Projects to FY Est. Revenue:				353.96%		81.38%		148.06%		0.00%		258.99%		

Categorical Projects:																	
Citywide Measure I Customer Relations 24636008	No	No		\$472,400.00		94,480.00		94,480.00		94,480.00		94,480.00		94,480.00		94,480.00	\$472,400.00
Citywide Measure I Emergency Reserve Equipment 24636020	No	No		\$325,000.00		65,000.00		65,000.00		65,000.00		65,000.00		65,000.00		65,000.00	\$325,000.00
Citywide Measure I Street Lighting Related 24636009	No	No		\$411,450.00		82,290.00		82,290.00		82,290.00		82,290.00		82,290.00		82,290.00	\$411,450.00
Citywide Measure I Street Related Activities 24636013	No	No		\$382,050.00		76,410.00		76,410.00		76,410.00		76,410.00		76,410.00		76,410.00	\$382,050.00
Citywide Measure I Street Striping Related 24636010	No	No		\$399,650.00		79,930.00		79,930.00		79,930.00		79,930.00		79,930.00		79,930.00	\$399,650.00
Citywide Measure I System (Preventative Sig Maint) 24636017	No	No		\$448,350.00		89,670.00		89,670.00		89,670.00		89,670.00		89,670.00		89,670.00	\$448,350.00
Citywide Measure I System (Traffic Controller Cabs) 24636014	No	No		\$250,000.00		50,000.00		50,000.00		50,000.00		50,000.00		50,000.00		50,000.00	\$250,000.00
Citywide Measure I System (Traffic Controller Equip) 24636015	No	No		\$325,000.00		65,000.00		65,000.00		65,000.00		65,000.00		65,000.00		65,000.00	\$325,000.00
Citywide Measure I System (Traffic Signal Equip) 24636016	No	No		\$440,000.00		88,000.00		88,000.00		88,000.00		88,000.00		88,000.00		88,000.00	\$440,000.00
Citywide Measure I System (Traffic Signal Maint) 24636018	No	No		\$350,000.00		70,000.00		70,000.00		70,000.00		70,000.00		70,000.00		70,000.00	\$350,000.00
Citywide Measure I Traffic Engineering Studies 24636007	No	No		\$476,000.00		95,200.00		95,200.00		95,200.00		95,200.00		95,200.00		95,200.00	\$476,000.00
Citywide Measure I Traffic Signal Communication Support 24636023	No	No		\$466,650.00		93,330.00		93,330.00		93,330.00		93,330.00		93,330.00		93,330.00	\$466,650.00
Citywide Measure I Traffic Signal Installation Support 24636022	No	No		\$458,000.00		91,600.00		91,600.00		91,600.00		91,600.00		91,600.00		91,600.00	\$458,000.00
Citywide Measure I Traffic Signal Maint Support 24636021	No	No		\$458,000.00		91,600.00		91,600.00		91,600.00		91,600.00		91,600.00		91,600.00	\$458,000.00
Citywide Measure I Traffic Signal Modification/Upgrade 24636024	No	No		\$452,300.00		90,460.00		90,460.00		90,460.00		90,460.00		90,460.00		90,460.00	\$452,300.00
Citywide Measure I Traffic Signal Timing Sync 24636025	No	No		\$466,350.00		93,270.00		93,270.00		93,270.00		93,270.00		93,270.00		93,270.00	\$466,350.00
Citywide Measure I Traffic System Improvements 24636026	No	No		\$457,600.00		91,520.00		91,520.00		91,520.00		91,520.00		91,520.00		91,520.00	\$457,600.00
Citywide Measure I Traffic-Related Signage 24636019	No	No		\$150,000.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00	\$150,000.00
Measure I 2010-2040 Local Cost Allocation 24636011	No	No		\$499,500.00		99,900.00		99,900.00		99,900.00		99,900.00		99,900.00		99,900.00	\$499,500.00
Measure I 2010-2040 Local Vehicle Maintenance 24636012	No	No		\$118,250.00		23,650.00		23,650.00		23,650.00		23,650.00		23,650.00		23,650.00	\$118,250.00
				Categorical Projects Total:		\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$1,561,310.00	\$7,806,550.00

Resolution Number: 2020-13  
Resolution Approval Date: May 12, 2020  
Contact Person/Title: Craig Bradshaw  
Phone: 909-825-3825  
Email: cbradshaw@grandterrace-ca.gov

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

**Grand Terrace**

6/30/20 Carryover Balance: **\$220,000.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$184,642.00		\$219,969.00		\$211,567.00		\$217,890.00		\$224,619.00		\$1,058,687.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Fiscal Year 2020-21 Pavement Management Program (street listing attached)	No	No	0%	100%	\$1,636,667.00	150,123.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$150,123.00
Fiscal Year 2021-22 Pavement Management Program (street listing attached)	No	No	0%	100%	\$706,330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Fiscal Year 2022-23 Pavement Management Program (street listing attached)	No	No	0%	100%	\$401,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	246,136.00	0.00	0.00	\$246,136.00
Fiscal Year 2023-24 Pavement Management Program (street listing attached)	No	No	0%	100%	\$563,016.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	254,179.00	\$254,179.00
Fiscal Year 2024-25 Pavement Management Program (street listing attached)	No	No	0%	100%	\$578,916.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	254,179.00	\$254,179.00
Named Projects Total:						\$150,123.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$246,136.00	\$0.00	\$508,358.00	\$904,617.00
Total Carryover + Estimate:						\$150,123.00		\$0.00		\$0.00		\$246,136.00		\$508,358.00		
(%) Named Projects to FY Est. Revenue:						81.30%		0.00%		0.00%		112.96%		226.32%		

Categorical Projects:																
5-Year Tree Trimming Program	No	No		\$154,240.00		0.00		38,560.00		38,560.00		38,560.00		38,560.00		\$154,240.00
ADA Ramps - Five Year Program	No	No		\$120,000.00		0.00		30,000.00		30,000.00		30,000.00		30,000.00		\$120,000.00
Categorical Projects Total:						\$0.00		\$68,560.00		\$68,560.00		\$68,560.00		\$68,560.00		\$274,240.00
(%) Categorical Projects to FY Est. Revenue:						0.00%		31.17%		32.41%		31.47%		30.52%		

Total Carryover Programming:	\$150,123.00
Total Estimated Programming:	\$1,028,734.00
Total Programming:	\$1,178,857.00

Total Programming is currently 92.19% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2020/2021 thru 2024/2025

Hesperia

Resolution Number: R2020-057  
Resolution Approval Date: 08/18/20  
Contact Person/Title: Jamie Carone  
Phone: 760-947-1449  
Email: jcarone@cityofhesperia.us

6/30/20 Carryover Balance: **\$920,000.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$2,335,129.03		\$2,789,039.90		\$2,707,724.83		\$2,814,885.03		\$2,929,097.54		\$13,575,876.33
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Highway 395 and Joshua Street Park and Ride Expansion Project (CO 6523)	No	No	0%	100%	\$800,000.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$30,000.00
I Ave Corridor Study (CO 7151)	No	No	0%	100%	\$278,580.00	0.00	36,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$36,000.00
Landscaping Ranchero Road and I-15 (CO 7160)	No	No	0%	100%	\$650,000.00	60,000.00	0.00	0.00	590,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$650,000.00
Main Street Traffic Signal Synchronization (CO 7133)	No	No	0%	100%	\$1,221,233.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$30,000.00
Main Street/Mariposa Road Traffic Signal Relocation (CO 7156)	No	No	0%	100%	\$65,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Muscatel Street Improvements (CO 7144)	No	No	0%	100%	\$300,000.00	5,000.00	0.00	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$130,000.00
Ranchero Road Aqueduct Crossing (CO 7139)	No	No	0%	100%	\$16,362,000.00	0.00	195,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$195,000.00
Ranchero Road Improvements 7th to Mariposa (CO 7094)	No	No	0%	100%	\$36,332,142.00	0.00	210,200.00	0.00	210,200.00	0.00	0.00	0.00	0.00	0.00	0.00	\$420,400.00
Ranchero Road Interchange Public Share Reimbursement	No	No	0%	100%	\$6,500,000.00	0.00	0.00	0.00	0.00	0.00	2,300,000.00	0.00	2,300,000.00	0.00	2,300,000.00	\$6,900,000.00
Ranchero Road Undercrossing (CO 7046)	No	No	0%	100%	\$31,540,298.00	0.00	120,000.00	0.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00	5,000.00	\$140,000.00
Sultana Street Improvements (CO 7143)	No	No	0%	100%	\$300,000.00	50,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$300,000.00
Traffic Signal @ Ranchero Rd and Cottonwood Ave (CO 7145)	No	No	0%	100%	\$450,000.00	10,000.00	0.00	0.00	135,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$145,000.00
Traffic Signal Main Street and Sultana/Timberline (CO 7159)	No	No	0%	100%	\$1,234,000.00	325,000.00	0.00	0.00	9,150.00	0.00	0.00	0.00	0.00	0.00	0.00	\$334,150.00
Traffic Signal Ranchero Rd and Seventh Ave (CO 7154)	No	No	0%	100%	\$450,000.00	10,000.00	0.00	0.00	135,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$145,000.00
Named Projects Total:						\$460,000.00	\$621,200.00	\$0.00	\$1,459,350.00	\$0.00	\$2,305,000.00	\$0.00	\$2,305,000.00	\$0.00	\$2,305,000.00	\$9,455,550.00
Total Carryover + Estimate:						\$1,081,200.00		\$1,459,350.00		\$2,305,000.00		\$2,305,000.00		\$2,305,000.00		
(% ) Named Projects to FY Est. Revenue:						46.30%		52.32%		85.13%		81.89%		78.69%		

Categorical Projects:																		
FY2020-21 Citywide Preservation and Maintenance	No	No		\$750,000.00		750,000.00		0.00		0.00		0.00		0.00		\$750,000.00		
FY2021-22 Annual Street Improvement Project	No	No		\$1,400,000.00		0.00		1,400,000.00		0.00		0.00		\$1,400,000.00				
FY2021-22 Citywide Preservation and Maintenance	No	No		\$750,000.00		0.00		750,000.00		0.00		0.00		\$750,000.00				
FY2022-23 Annual Street Improvement Project	No	No		\$1,400,000.00		0.00		0.00		1,400,000.00		0.00		0.00		\$1,400,000.00		
FY2022-23 Citywide Preservation and Maintenance	No	No		\$750,000.00		0.00		0.00		750,000.00		0.00		0.00		\$750,000.00		
FY2023-24 Annual Street Improvement Project	No	No		\$1,400,000.00		0.00		0.00		0.00		1,400,000.00		0.00		0.00	\$1,400,000.00	
FY2023-24 Citywide Preservation and Maintenance	No	No		\$750,000.00		0.00		0.00		0.00		750,000.00		0.00		0.00	\$750,000.00	
FY2024-25 Annual Street Improvement Project	No	No		\$1,400,000.00		0.00		0.00		0.00		0.00		1,400,000.00		0.00	0.00	\$1,400,000.00
FY2024-25 Citywide Preservation and Maintenance	No	No		\$750,000.00		0.00		0.00		0.00		0.00		750,000.00		0.00	0.00	\$750,000.00
			Categorical Projects Total:		\$750,000.00		\$2,150,000.00		\$2,150,000.00		\$2,150,000.00		\$2,150,000.00		\$9,350,000.00			
			(% ) Categorical Projects to FY Est. Revenue:		32.12%		77.09%		79.40%		76.38%		73.40%					

Total Carryover Programming:	\$460,000.00
Total Estimated Programming:	\$18,345,550.00
Total Programming:	\$18,805,550.00

Total Programming is currently 129.73% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2020/2021 thru 2024/2025

Highland

Resolution Number: 2020-043  
Resolution Approval Date: 08/11/2020  
Contact Person/Title: Carlos Zamano  
Phone: (909) 864-8732  
Email: czamano@cityofhighland.org

6/30/20 Carryover Balance: **\$2,352,000.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$813,889.00		\$969,610.00		\$932,571.00		\$960,446.00		\$990,105.00		\$4,666,621.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
brg04004- Street Improvement-Boulder Avenue (San Manuel Village Entrance to Greenspot Road)	Yes	No	100%	0%	\$566,000.00	340,000.00	0.00	226,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$566,000.00
LRS19001-Develop Local Roadway Safety Plan	No	No	100%	0%	\$8,000.00	6,000.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$8,000.00
ola- CDBG 21/22 Project	No	No	100%	0%	\$102,000.00	0.00	0.00	0.00	0.00	51,000.00	0.00	51,000.00	0.00	0.00	0.00	\$102,000.00
ola- CDBG 22/23 Project	No	No	100%	0%	\$102,000.00	0.00	0.00	0.00	0.00	51,000.00	0.00	51,000.00	0.00	0.00	0.00	\$102,000.00
ola16001- Rehab-7th St, Elmwood St, Fisher St, Paloma Rd, Walker St (CDBG 16/17)	No	No	100%	0%	\$5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00
ola17001- Rehab-Michael St, Court St, Elm St (17-18 CDBG)	No	No	100%	0%	\$5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00
ola18001- Rehab-Elmwood St, McKinley St, and Walker St (18/19 CDBG)	No	No	100%	0%	\$230,000.00	220,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$230,000.00
ola19001- Rehab-Del Rosa Ave, Elm St, and San Francisco St (19/20 CDBG)	No	No	100%	0%	\$187,000.00	167,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$177,000.00
ola20001- CDBG 20/21 project	No	No	100%	0%	\$118,000.00	113,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$118,000.00
Sector B and C Pavement Maintenance	No	No	100%	0%	\$5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00
Sector D Pavement Rehabilitation and Maintenance	No	No	100%	0%	\$95,000.00	95,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$95,000.00
Sector E Pavement Rehabilitation and Maintenance	No	No	100%	0%	\$3,620,000.00	497,000.00	2,503,000.00	0.00	620,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,620,000.00
str07009- Street Improvement-Cunningham St/Hillview St/Bruce St/Crest St	No	No	100%	0%	\$5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00
str12005- Street Improvement-10th St/Drummond Ave/Cole Ave/14th St	No	No	100%	0%	\$366,000.00	366,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$366,000.00
str17001- Bikeway-City Creek/Alabama Street Bikeways	Yes	Yes	100%	0%	\$414,000.00	0.00	313,000.00	0.00	91,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	\$414,000.00
str20003- Tippecanoe Avenue (3rd Street - Vine St.) - Joint Project with SB County	No	No	100%	0%	\$319,000.00	0.00	0.00	0.00	319,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$319,000.00
swk19001- Transit-Stops, Sidewalk and Bikeway Improvements on 9th St (Eucalyptus Dr to Victoria Ave)	Yes	No	100%	0%	\$67,000.00	40,000.00	0.00	27,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$67,000.00
swk19002- Transit-Stop Access Improvements on Base Line, Boulder, 9th St, and Olive Tree Lane	Yes	No	100%	0%	\$24,000.00	0.00	20,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$24,000.00
Named Projects Total:						\$1,864,000.00	\$2,836,000.00	\$284,000.00	\$1,030,000.00	\$102,000.00	\$10,000.00	\$102,000.00	\$0.00	\$0.00	\$0.00	\$6,228,000.00
Total Carryover + Estimate:						\$4,700,000.00		\$1,314,000.00		\$112,000.00		\$102,000.00		\$0.00		
(% ) Named Projects to FY Est. Revenue:						577.47%		135.52%		12.01%		10.62%		0.00%		

Categorical Projects:																
Miscellaneous City-Wide Street Reair	No	No		\$500,000.00		100,000.00		100,000.00		100,000.00		100,000.00		100,000.00		\$500,000.00
Categorical Projects Total:						\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$500,000.00
(% ) Categorical Projects to FY Est. Revenue:						12.29%		10.31%		10.72%		10.41%		10.10%		

Total Carryover Programming:	\$2,352,000.00
Total Estimated Programming:	\$4,376,000.00
Total Programming:	\$6,728,000.00

Total Programming is currently 95.86% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)



Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2020/2021 thru 2024/2025

Loma Linda

Resolution Number: 2020-32  
Resolution Approval Date: 09/08/2020  
Contact Person/Title: T. Jarb Thaipejr  
Phone: (909)799-2811  
Email: jthaipejr@lomalinda-ca.gov

6/30/20 Carryover Balance: **\$41,651.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$355,086.00		\$423,025.00		\$406,865.00		\$419,027.00		\$431,966.00		\$2,035,969.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Pavement rehabilitation of Barton Road from Campus Street to Benton Street	No	No	0%	100%	\$300,000.00	34,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$34,600.00
Pavement rehabilitation of Barton Road from Campus Street to West City limit, Tract 16382, Anderson Street from Barton Road to Stewart Street, Stewart Street from Anderson Street to Shepardson Street, Mound Street from Anderson Street to Shepardson Street, Barton Road from Benton Street to Mountain View Avenue, Benton Street from Lawton Avenue to Barton Road	No	No	0%	100%	\$700,000.00	0.00	0.00	700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$700,000.00
Pavement rehabilitation on Mountain View Avenue from Barton Road to North City limit and Van Leuven Street from Orange Grove Street to Mountain View Avenue	No	No	0%	100%	\$430,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	430,000.00	0.00	\$430,000.00
Pavement rehabilitation on Tracts 1814, 3160, 6419, 6455, 9286, 15422, Hughes Tract, Avenida Requerio Street, Main Street, Mayberry Street Juanita Street, Anita Street, Adella Street, Stewart Street from Campus Street to west end, Parkland Street, Orange Grove Street from Academy Street to Van Leuven Street, Academy Street from Anderson Street to Orange Grove Street, Mayberry Street from Barton Road to Whittier Avenue, Whittier Avenue from Mayberry Street to UPRR	No	No	0%	100%	\$425,000.00	0.00	0.00	0.00	0.00	420,000.00	0.00	0.00	0.00	0.00	0.00	\$420,000.00
Pavement rehabilitation on Tracts 3099, 8517, 9004, 9103, 9152, 9276, 9277, 9292, 9389, 9438, 10133, 10131, 10132, 10133, 10134, 10135, 10136, 10137, 12294, 12458, 13635, 14216, 15700, 16089, Poplar Street from Redlands Boulevard to Park Avenue, Coloma Street Street from Redlands Boulevard to Park Avenue, Beaumont Avenue from Mountain View Avenue to Bryn Mawr Avenue	No	No	0%	100%	\$410,000.00	0.00	0.00	0.00	0.00	410,000.00	0.00	0.00	0.00	0.00	0.00	\$410,000.00
Pavement rehabilitation, Tracts 13943, 14544, 14545, 14552, 15071, 16650, Oakwood Drive, Beaumont Avenue from Bryn Mawr Avenue to UPRR and Whittier Avenue from Beaumont Avenue to UPRR	No	No	0%	100%	\$440,000.00	0.00	0.00	0.00	0.00	0.00	0.00	440,000.00	0.00	0.00	0.00	\$440,000.00
Named Projects Total:						\$34,600.00	\$0.00	\$700,000.00	\$0.00	\$830,000.00	\$0.00	\$440,000.00	\$0.00	\$430,000.00	\$0.00	\$2,434,600.00
Total Carryover + Estimate:						\$34,600.00		\$700,000.00		\$830,000.00		\$440,000.00		\$430,000.00		
(%) Named Projects to FY Est. Revenue:						9.74%		165.47%		204.00%		105.01%		99.54%		

Categorical Projects:																
Sidewalk corrective measures - Citywide	No	No		\$400,000.00		80,000.00		80,000.00		80,000.00		80,000.00		80,000.00		\$400,000.00
Categorical Projects Total:						\$80,000.00		\$80,000.00		\$80,000.00		\$80,000.00		\$80,000.00		\$400,000.00
(%) Categorical Projects to FY Est. Revenue:						22.53%		18.91%		19.66%		19.09%		18.52%		

Total Carryover Programming:	\$2,434,600.00
Total Estimated Programming:	\$400,000.00
Total Programming:	\$2,834,600.00

Total Programming is currently 136.43% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Resolution Number: 20-3287  
Resolution Approval Date: September 8, 2020  
Contact Person/Title: Noel Castillo  
Phone: 909-625-9441  
Email: ncastillo@cityofmontclair.org

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Montclair

6/30/20 Carryover Balance: **\$0.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$577,287.00		\$687,739.00		\$661,467.00		\$681,239.00		\$702,276.00		\$3,310,008.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
central bridge consultant costs	No	No	0%	100%	\$50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$50,000.00
central Bridge Local Match	No	No	0%	100%	\$400,000.00	0.00	400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$400,000.00
I-10/Monte Vista Interchange Term Loan Agreement	No	No	0%	100%	\$33,144,900.00	0.00	74,620.00	0.00	1,348,156.00	0.00	843,707.00	0.00	0.00	0.00	0.00	\$2,266,483.00
pavement management system	No	No	0%	100%	\$50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$50,000.00
PD handrail	No	No	0%	100%	\$150,000.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$150,000.00
traffic safety	No	No	0%	100%	\$50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$50,000.00
Named Projects Total:						\$0.00	\$774,620.00	\$0.00	\$1,348,156.00	\$0.00	\$843,707.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,966,483.00
Total Carryover + Estimate:						\$774,620.00		\$1,348,156.00		\$843,707.00		\$0.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						134.18%		196.03%		127.55%		0.00%		0.00%		

Categorical Projects:

Categorical Projects Total:																\$0.00
(%) Categorical Projects to FY Est. Revenue:																

Total Carryover Programming:	\$0.00
Total Estimated Programming:	\$2,966,483.00
Total Programming:	\$2,966,483.00

Total Programming is currently 89.62% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2020/2021 thru 2024/2025

Needles

Resolution Number: 2020-52  
Resolution Approval Date: 09/08/2020  
Contact Person/Title: Tammy Ellmore  
Phone: 7603265740 x 150  
Email: tellmore@cityofneedles.com

6/30/20 Carryover Balance: **\$130,778.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$113,903.95		\$113,903.95		\$122,122.39		\$117,662.70		\$121,391.61		\$588,984.60
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
NEEDLES HWY CRITICAL SECTION (600' North Park Road to City Limits) PHASE II	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	605,848.65	\$605,848.65
NO PROJECT FYE 2021-2022	No	No	0%	100%	\$0.00	0.00	0.00	244,681.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$244,681.95
NO PROJECT FYE 2022-2023	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	113,903.95	122,122.39	0.00	0.00	0.00	0.00	\$236,026.34
NO PROJECT FYE 2023-2024	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117,662.70	0.00	0.00	\$117,662.70
Named Projects Total:						\$0.00	\$0.00	\$244,681.95	\$0.00	\$113,903.95	\$122,122.39	\$0.00	\$117,662.70	\$0.00	\$605,848.65	\$1,204,219.64
Total Carryover + Estimate:						\$0.00		\$244,681.95		\$236,026.34		\$117,662.70		\$605,848.65		
(% ) Named Projects to FY Est. Revenue:						0.00%		214.81%		193.27%		100.00%		499.09%		

Categorical Projects:																
Construction Management Plan	No	No		\$1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		\$5,000.00
Categorical Projects Total:						\$1,000.00		\$1,000.00		\$1,000.00		\$1,000.00		\$1,000.00		\$5,000.00
(% ) Categorical Projects to FY Est. Revenue:						0.88%		0.88%		0.82%		0.85%		0.82%		

Total Carryover Programming:	\$358,585.90
Total Estimated Programming:	\$850,633.74
Total Programming:	\$1,209,219.64

Total Programming is currently 168.00% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Resolution Number: 2020-086  
Resolution Approval Date: June 23, 2020  
Contact Person/Title: Tricia Espinoza  
Phone: 909-395-2188  
Email: tespinoza@ontarioca.gov

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Ontario

6/30/20 Carryover Balance: **\$2,360,007.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$2,601,213.00		\$3,098,901.00		\$2,980,523.00		\$3,069,613.00		\$3,164,403.00		\$14,914,653.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Creekside Drive (Deer Creek Loop to Lytle Creek Loop)	No	No	0%	100%	\$200,000.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$200,000.00
Deer Creek Loop (Creekside Drive)	No	No	0%	100%	\$715,000.00	0.00	0.00	0.00	715,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$715,000.00
Etiwanda Avenue (Jurupa Street to Santa Ana Street)	No	No	0%	100%	\$450,000.00	0.00	0.00	0.00	0.00	0.00	450,000.00	0.00	0.00	0.00	0.00	\$450,000.00
Fourth Street (Haven avenue to Ontario Mills Drive)	No	No	0%	100%	\$1,823,000.00	0.00	1,823,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,823,000.00
Fourth Street (Vineyard Avenue to I-10)	No	No	0%	100%	\$675,000.00	0.00	0.00	0.00	0.00	0.00	675,000.00	0.00	0.00	0.00	0.00	\$675,000.00
FY 2020/2021 Slurry Seal Program	No	No	0%	100%	\$700,000.00	0.00	700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$700,000.00
FY 2020/2021 Traffic Counts	No	No	0%	100%	\$10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,000.00
FY 2021/2022 Slurry Seal Program	No	No	0%	100%	\$700,000.00	0.00	0.00	0.00	700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$700,000.00
FY 2021/2022 Traffic Counts	No	No	0%	100%	\$10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,000.00
FY 2022/2023 Slurry Seal Program	No	No	0%	100%	\$500,000.00	0.00	0.00	0.00	0.00	0.00	500,000.00	0.00	0.00	0.00	0.00	\$500,000.00
FY 2022/2023 Traffic Counts	No	No	0%	100%	\$10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	\$10,000.00
FY 2023/2024 Slurry Seal Program	No	No	0%	100%	\$500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	0.00	0.00	\$500,000.00
FY 2023/2024 Traffic Counts	No	No	0%	100%	\$10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00	\$10,000.00
FY 2024-25 Slurry Seal Program	No	No	0%	100%	\$500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	\$500,000.00
FY 2024-25 Traffic Counts	No	No	0%	100%	\$10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	\$10,000.00
Grove Avenue (Holt Boulevard to Fourth Street)	No	No	0%	100%	\$800,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800,000.00	0.00	0.00	\$800,000.00
Grove Avenue (Mission Boulevard to Holt Boulevard)	No	No	0%	100%	\$725,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	725,000.00	0.00	0.00	\$725,000.00
Haven Avenue (500' N. to 500' S. of State Route 60)	No	No	0%	100%	\$173,000.00	0.00	173,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$173,000.00
Haven Avenue (500' S. of State Route 60 to Riverside Drive)	No	No	0%	100%	\$460,000.00	0.00	0.00	0.00	460,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$460,000.00
Holt Boulevard (Vineyard Avenue to Euclid Avenue)	No	No	0%	100%	\$1,400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,400,000.00	\$1,400,000.00
Lytle Creek Loop (Creekside Drive)	No	No	0%	100%	\$700,000.00	0.00	0.00	0.00	700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$700,000.00
Mill Creek (Lyle Creek to Riverside Drive)	No	No	0%	100%	\$170,000.00	0.00	0.00	0.00	170,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$170,000.00
Philadelphia Street (Benson Avenue to Mountain Avenue)	No	No	0%	100%	\$540,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	540,000.00	0.00	0.00	\$540,000.00
Princeton Street (Corona Avenue to Baker Avenue)	No	No	0%	100%	\$600,000.00	0.00	0.00	0.00	0.00	0.00	600,000.00	0.00	0.00	0.00	0.00	\$600,000.00
Vineyard Avenue (I-10 to Holt Boulevard)	No	No	0%	100%	\$450,000.00	0.00	0.00	0.00	0.00	0.00	450,000.00	0.00	0.00	0.00	0.00	\$450,000.00
Vineyard Avenue (Mission Boulevard to Philadelphia Street)	No	No	0%	100%	\$872,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	872,000.00	\$872,000.00
Wineville Avenue (Fourth Street to Concours Street)	No	No	0%	100%	\$225,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225,000.00	\$225,000.00
Named Projects Total:						\$0.00	\$2,706,000.00	\$0.00	\$2,955,000.00	\$0.00	\$2,685,000.00	\$0.00	\$2,575,000.00	\$0.00	\$3,007,000.00	\$13,928,000.00
Total Carryover + Estimate:						\$2,706,000.00		\$2,955,000.00		\$2,685,000.00		\$2,575,000.00		\$3,007,000.00		
(%) Named Projects to FY Est. Revenue:						104.03%		95.36%		90.08%		83.89%		95.03%		

Resolution Number: 2020-094  
Resolution Approval Date: 8/19/20  
Contact Person/Title: Gianfranco Laurie, Senior Civil Engineer  
Phone: (909)774-4037  
Email: Gianfranco.Laurie@cityofrc.us

Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2020/2021 thru 2024/2025

Rancho Cucamonga

6/30/20 Carryover Balance: **\$4,634,731.09**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$2,617,906.00		\$3,118,788.00		\$2,999,650.00		\$3,089,312.00		\$3,184,710.00		\$15,010,366.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
4th St from Haven Ave to Milliken Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$300,000.00	0.00	300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$300,000.00
4th St from Milliken Ave to Ontario Mills Dr - Pavement Rehabilitation	Yes	No	0%	100%	\$200,000.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$200,000.00
6th St from Hellman Ave to Archibald Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	0.00	0.00	\$500,000.00
Banyan St from Milliken Ave to Rochester Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$520,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	520,000.00	\$520,000.00
Banyan St from Rochester Ave to Etiwanda Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Carnelian St from Base Line Rd to Rte 210 - Pavement Rehabilitation	Yes	No	0%	100%	\$900,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Etiwanda Ave from Foothill Blvd to Base Line Rd - Pavement Rehabilitation	Yes	No	0%	100%	\$760,000.00	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$40,000.00
Etiwanda Ave from Highland Ave to Base Line Rd - Pavement Rehabilitation	Yes	No	0%	100%	\$960,000.00	0.00	40,000.00	0.00	900,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$940,000.00
Etiwanda Ave from Rte 210 to Wilson Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$880,000.00	0.00	20,000.00	0.00	850,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$870,000.00
Etiwanda Ave from Whittram Ave to Arrow Rte - Widening and Rehabilitation	Yes	No	0%	100%	\$1,108,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Foothill Blvd from I-15 Freeway to East Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$825,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	825,000.00	0.00	0.00	\$825,000.00
Haven Ave from Base Line Rd to Rte 210 - Pavement Rehabilitation	Yes	No	0%	100%	\$850,000.00	0.00	0.00	0.00	0.00	0.00	850,000.00	0.00	0.00	0.00	0.00	\$850,000.00
Haven Ave from Rte 210 to Wilson Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$900,000.00	0.00	0.00	0.00	0.00	0.00	900,000.00	0.00	0.00	0.00	0.00	\$900,000.00
Highland Ave from Beryl St to Archibald Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	0.00	0.00	\$500,000.00
Lemon Ave from London Ave to Haven Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$675,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Local Overlay at Various Locations (Attached Street List) - Pavement Rehabilitation	Yes	No	0%	100%	\$1,040,000.00	0.00	490,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$490,000.00
Milliken Ave from Rte 210 to Banyan St - Pavement Rehabilitation	Yes	No	0%	100%	\$547,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Rochester Ave from 6th St to Arrow Rte - Pavement Rehabilitation	Yes	No	0%	100%	\$650,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	\$650,000.00
Rochester Ave from Banyan St to Highland Ave - Pavement Rehabilitation	Yes	No	0%	100%	\$520,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	520,000.00	\$520,000.00
Rochester Ave from Base Line Rd to Banyan St - Pavement Rehabilitation	No	No	0%	100%	\$979,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	\$150,000.00
Named Projects Total:						\$0.00	\$1,090,000.00	\$0.00	\$1,750,000.00	\$0.00	\$1,750,000.00	\$0.00	\$1,975,000.00	\$0.00	\$1,690,000.00	\$8,255,000.00
Total Carryover + Estimate:						\$1,090,000.00		\$1,750,000.00		\$1,750,000.00		\$1,975,000.00		\$1,690,000.00		
(% ) Named Projects to FY Est. Revenue:						41.64%		56.11%		58.34%		63.93%		53.07%		

Categorical Projects:															
ADA Corrective Measures - City Wide	No	No		\$500,000.00		100,000.00		100,000.00		100,000.00		100,000.00		100,000.00	\$500,000.00
Concrete Contract Services - Maintenance City Wide	No	No		\$500,000.00		100,000.00		100,000.00		100,000.00		100,000.00		100,000.00	\$500,000.00
Pavement Management - Evaluate Pavement Condition City Wide	No	No		\$425,000.00		75,000.00		25,000.00		125,000.00		25,000.00		125,000.00	\$375,000.00

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)



Resolution Number: 8126  
Resolution Approval Date: 9/1/2020  
Contact Person/Title: Gerard Nepomuceno  
Phone: 9097987584 x4  
Email: gnepomuceno@cityofredlands.org

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Redlands

6/30/20 Carryover Balance: **\$0.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,048,245.00		\$1,248,805.00		\$1,201,101.00		\$1,237,002.00		\$1,275,201.00		\$6,010,354.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
PMP Street Resurfacing Project	No	No	0%	100%	\$0.00	0.00	1,048,245.00	0.00	1,248,805.00	0.00	1,201,101.00	0.00	1,237,002.00	0.00	1,275,201.00	\$6,010,354.00
Named Projects Total:						\$0.00	\$1,048,245.00	\$0.00	\$1,248,805.00	\$0.00	\$1,201,101.00	\$0.00	\$1,237,002.00	\$0.00	\$1,275,201.00	\$6,010,354.00
Total Carryover + Estimate:						\$1,048,245.00		\$1,248,805.00		\$1,201,101.00		\$1,237,002.00		\$1,275,201.00		
(% ) Named Projects to FY Est. Revenue:						100.00%		100.00%		100.00%		100.00%		100.00%		

Categorical Projects:

Categorical Projects Total:																\$0.00
(%) Categorical Projects to FY Est. Revenue:																

Total Carryover Programming:	\$0.00
Total Estimated Programming:	\$6,010,354.00
Total Programming:	\$6,010,354.00

Total Programming is currently 100.00% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2020/2021 thru 2024/2025

Rialto

Resolution Number: 7672  
Resolution Approval Date: 09/22/2020  
Contact Person/Title: Savat Khamphou  
Phone: 909-421-4986  
Email: skhamphou@rialtoqa.gov

6/30/20 Carryover Balance: \$5,760,983.00

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,565,254.00		\$1,864,733.00		\$1,793,500.00		\$1,847,109.00		\$1,904,148.00		\$8,974,744.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
(HSIP7) Baseline Street Improvements (Medians)	No	No	0%	100%	\$1,174,800.00	94,783.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$94,783.23
(HSIP7) Class II Bike Lanes Merrill	No	No	0%	100%	\$218,000.00	6,605.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$6,605.38
ADA Transition Plan - Public Right-of-Way	No	No	0%	100%	\$350,000.00	350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$350,000.00
Baseline Acacia to Meridian Parkway Improvements	No	No	0%	100%	\$200,000.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$200,000.00
Climate Adaption Plan (Planning Match)	No	No	0%	100%	\$395,000.00	44,160.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$44,160.67
Easton & Acacia Sidewalk Project	No	No	0%	100%	\$501,540.00	275,540.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$275,540.00
Etiwanda Corridor	No	No	0%	100%	\$1,300,132.00	18,096.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$18,096.00
Pacific Electric Trail Expansion Feasibility Study	No	No	0%	100%	\$299,000.00	34,295.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$34,295.00
Pavement Maintenance	No	No	0%	100%	\$16,700,000.00	0.00	0.00	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	\$400,000.00
Randall Widening	No	No	59%	41%	\$4,455,500.00	31,139.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$31,139.86
SBCO North Bloomington ADA Ramps (03/28/2017)	No	No	0%	100%	\$103,103.00	103,103.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$103,103.00
SR2S-Cycle 10 Cedar Improvements	No	Yes	0%	100%	\$1,127,900.00	113,672.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$113,672.00
Street Rehabilitation (Overlay) - Based on Pavement Maintenance Priority	No	No	0%	100%	\$0.00	0.00	0.00	0.00	600,000.00	0.00	600,000.00	0.00	600,000.00	0.00	600,000.00	\$2,400,000.00
Street Rehabilitation (Overlay) - Lilac-Tahoe/Walnut	No	No	0%	100%	\$463,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Street Rehabilitation (Overlay) - Locust-Riverside/Casmalia	No	No	0%	100%	\$804,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Street Rehabilitation (Overlay) - Pepper-Baseline/City Limits	No	No	0%	100%	\$2,575,500.00	1,300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,300,000.00
Street Rehabilitation (Overlay) Linden-Riverside/Casmalia	No	No	0%	100%	\$509,024.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Street Rehabilitation (Overlay) Riverside - Slover to City Limits	No	No	0%	100%	\$6,900,000.00	3,596,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,596,000.00
Street Rehabilitation (Overlay) Summit-Maple/Apple	No	No	0%	100%	\$312,922.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Street Rehabilitation (Overlay) Willow-Walnut/Chaparral	No	No	0%	100%	\$242,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Traffic Calming at Pepper & Winchester	No	No	0%	100%	\$350,000.00	338,634.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$338,634.13
Traffic Calming Casa Grande	No	No	0%	100%	\$105,000.00	831.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$831.01
Valley, Cactus, Linden widening	No	No	0%	100%	\$2,200,000.00	33,437.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$33,437.97
Named Projects Total:						\$6,540,298.25	\$0.00	\$0.00	\$700,000.00	\$0.00	\$700,000.00	\$0.00	\$700,000.00	\$0.00	\$700,000.00	\$9,340,298.25
Total Carryover + Estimate:						\$6,540,298.25		\$700,000.00		\$700,000.00		\$700,000.00		\$700,000.00		
(%) Named Projects to FY Est. Revenue:						417.84%		37.54%		39.03%		37.90%		36.76%		

Categorical Projects:																
Citywide Minor Street Improvements & Other Misc. Costs (Grant Activities)	No	No		\$500,000.00		0.00		50,000.00		50,000.00		50,000.00		50,000.00		\$200,000.00
CITY-WIDE SPEED SURVEY WITH TRUCK COUNTS	No	No		\$100,000.00		0.00		0.00		0.00		0.00		0.00		\$0.00
Pavement Management System Update	No	No		\$250,000.00		0.00		0.00		0.00		0.00		0.00		\$0.00
Traffic Signal Coordination Upgrade	No	No		\$200,000.00		0.00		0.00		0.00		0.00		0.00		\$0.00
Categorical Projects Total:						\$0.00		\$50,000.00		\$50,000.00		\$50,000.00		\$50,000.00		\$200,000.00
(%) Categorical Projects to FY Est. Revenue:						0.00%		2.68%		2.79%		2.71%		2.63%		

Total Carryover Programming:	\$6,540,298.25
Total Estimated Programming:	\$3,000,000.00
Total Programming:	\$9,540,298.25

Total Programming is currently 64.74% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.



Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

San Bernardino, City of

Resolution Number: 2020-143  
Resolution Approval Date: June 17, 2020  
Contact Person/Title: Alex Qishta  
Phone: (909) 384-5019  
Email: Qishta\_al@sbcity.org

6/30/20 Carryover Balance: **\$9,727,587.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$3,941,963.00		\$4,075,209.00		\$4,217,085.00		\$4,365,013.00		\$4,507,648.00		\$21,106,918.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Citywide Pavement Rehabilitation (Slurry / Crack Seal-For Locations see Attachment No. 1	No	No	0%	100%	\$500,000.00	0.00	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$500,000.00
Citywide Pavement Rehabilitation (Slurry / Crack Seal) FY 18/19 For Locations See Attachment No.2	No	No	0%	100%	\$1,400,000.00	1,400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,400,000.00
Citywide Street Rehabilitation (Annual)-Industrial Road from Waterman Avenue to Steele Road	No	No	0%	100%	\$500,000.00	0.00	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$500,000.00
Co-op with City of Highland for Sixth Street from Fairfax Lane to Del Rosa Avenue, Elmwood Road from South end to Union Street – Slurry Seal, Ninth St. from 600' east of Tippecanoe Ave. to 1,140' east of Tippecanoe Av. – Mill & Overlay, Sterling Avenue from 6th Street to 352' north of 7th Street – Mill & Overlay, Sixth St. from Sterling Ave. to 1,814' east of Sterling Ave – Mill & Overlay, Sixth Street from Roberts Street to Victoria Avenue – Mill & Overlay, Jane Street from Rogers Lane to easterly terminus – Mill & Overlay, 17th Street from Valaria Drive to Lynwood Way – Remove & Replace, Rockford Avenue from Western Avenue to northerly terminus – Slurry Seal, Mansfield St. from 200' west of Central Ave. to Central Ave. – Slurry Seal, Central Ave. from 75' south of Fisher St. north of Mansfield St. – Slurry Seal, Orange Street from Clifton Avenue to Pacific Street – Slurry Seal, Pacific Street from Buckeye Street to Boulder Avenue – Remove & Replace, Atlantic Ave. from Palm Ave. to City Limits east of Seine Ave. – 2" AC Cap, Pacific Street Pavement Rehabilitation from Victoria Avenue to Palm Avenue, Pacific Street Pavement Rehabilitation from Palm Avenue to Church Avenue, Pacific Street Bikeway Improvements from Guthrie Street to Church Avenue, Tippecanoe Avenue Improvements from 9th Street to Vine Street, 3rd Street near Palm Avenue (SS19-00)	No	No	0%	100%	\$3,001,582.00	815,000.00	0.00	0.00	1,050,464.00	0.00	1,136,118.00	0.00	0.00	0.00	\$3,001,582.00	
Mountain Avenue and 40th Street Improvements	No	No	0%	100%	\$800,000.00	800,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$800,000.00
Pepper Avenue Rehabililtation from Baseline Road to Mill Street	No	No	0%	100%	\$3,200,000.00	0.00	200,000.00	0.00	3,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,200,000.00
Sterling Avenue Rehabilitation from Pacific Street to Highland Avenue	No	No	0%	100%	\$700,000.00	700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$700,000.00
Street Rehabilitation at 10 Locations (SS18-002) at 8th St b/w Medical Center Dr. and Mt Vernon Ave., Arrowhead Ave b/w 7th Street and 9th St., Davidson St b/w 16th St and 19th St., Evans St b/w Western Ave and Medical Center Dr, Garner Ave b/w Baseline St and 14th St., "J" St Pavement b/w 8th St and 11th St., Little Mtn. Dr b/w Kendall and 30th St., Sierra Way b/w 9th St. and Baseline St., Western Ave b/w Union St and 9th St., Wilson St b/w 9th St and Baseline St.	No	No	0%	100%	\$3,045,000.00	3,045,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,045,000.00
Street Rehabilitation at 12 Locations (SS18-003) at Waterman Avenue From Mill Street To Central, Commercial Road From Waterman Avenue To Steele Road, "H" Street From Northpark Blvd. To 48th Street, Arrowhead Avenue From 7th Street To 5th Street, Baseline Street From "H" Street To "E", Central Avenue From State Route 210 To Pacific Street, Central Avenue From Highland Avenue To State Route 210, California Street From Cajon Blvd. To 30th Street, Inland Center Drive From Adell Street To "E" Street, Second Street From "D" Street To N. Waterman Avenue, Steele Road From Weir Road To Industrial Road, Pumalo St From Golden Avenue To N Erwin Avenue.	No	No	0%	100%	\$0.00	2,850,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,850,000.00

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

University Parkway & I-215 Improvements	No	No	0%	100%	\$0.00	117,587.00	339,000.00	0.00	290,000.00	0.00	836,000.00	0.00	660,000.00	0.00	0.00	\$2,242,587.00
Named Projects Total:						\$9,727,587.00	\$1,539,000.00	\$0.00	\$4,340,464.00	\$0.00	\$1,972,118.00	\$0.00	\$660,000.00	\$0.00	\$0.00	\$18,239,169.00
Total Carryover + Estimate:						\$11,266,587.00		\$4,340,464.00		\$1,972,118.00		\$660,000.00		\$0.00		
(% ) Named Projects to FY Est. Revenue:						285.81%		106.51%		46.76%		15.12%		0.00%		

Categorical Projects:

Citywide Street Assessment	No	No		\$0.00		250,000.00		0.00		0.00		0.00		0.00	\$250,000.00	
Electrical Charges for Street Lights and Traffic Signals	No	No		\$8,250,000.00		1,650,000.00		1,650,000.00		1,650,000.00		1,650,000.00		1,650,000.00	1,650,000.00	1,650,000.00
			Categorical Projects Total:			\$1,900,000.00		\$1,650,000.00		\$1,650,000.00		\$1,650,000.00		\$1,650,000.00	\$8,500,000.00	
			(% ) Categorical Projects to FY Est. Revenue:			48.20%		40.49%		39.13%		37.80%		36.60%		
															Total Carryover Programming:	\$9,727,587.00
															Total Estimated Programming:	\$17,011,582.00
															Total Programming:	\$26,739,169.00

Total Programming is currently 86.72% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Resolution Number: 2020-172  
Resolution Approval Date: September 15, 2020  
Contact Person/Title: Melissa Hale  
Phone: 909-387-8125  
Email: melissa.hale@dpw.sbcounty.gov

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

County/Colorado River

6/30/20 Carryover Balance: **\$197,673.85**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$44,826.09		\$44,826.09		\$48,060.39		\$46,305.32		\$47,772.80		\$231,790.69
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Yard 2 Fog Seal - SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$210,000.00	0.00	0.00	210,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$210,000.00	
Named Projects Total:						\$0.00	\$0.00	\$210,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210,000.00	
Total Carryover + Estimate:						\$0.00		\$210,000.00		\$0.00		\$0.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						0.00%		468.48%		0.00%		0.00%		0.00%		

Categorical Projects:															
Congestion Management Program	No	No		\$3,750.00		750.00		750.00		750.00		750.00		750.00	\$3,750.00
Routine Maintenance	No	No		\$10,000.00		2,000.00		2,000.00		2,000.00		2,000.00		2,000.00	\$10,000.00
Traffic Control Devices	No	No		\$5,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00	\$5,000.00
			Categorical Projects Total:			\$3,750.00		\$3,750.00		\$3,750.00		\$3,750.00		\$3,750.00	\$18,750.00

Total Carryover Programming:	\$210,000.00
Total Estimated Programming:	\$18,750.00
Total Programming:	\$228,750.00

Total Programming is currently 53.26% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Resolution Number: 2020-172  
Resolution Approval Date: September 15, 2020  
Contact Person/Title: Melissa Hale  
Phone: 909-387-8125  
Email: Melissa.hale@dpw.sbcounty.gov

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

County/Morongo Basin

6/30/20 Carryover Balance: **\$1,277,998.07**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$284,404.32		\$358,482.68		\$343,218.21		\$351,867.21		\$361,080.73		\$1,699,053.15
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
																\$0.00
Named Projects Total:																\$0.00
Total Carryover + Estimate:						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						0.00%		0.00%		0.00%		0.00%		0.00%		

Categorical Projects:																
Congestion Management Program	No	No		\$10,000.00		2,000.00		2,000.00		2,000.00		2,000.00		2,000.00		\$10,000.00
Routine Maintenance	No	No		\$25,000.00		5,000.00		5,000.00		5,000.00		5,000.00		5,000.00		\$25,000.00
Traffic Control Devices	No	No		\$5,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		\$5,000.00
Categorical Projects Total:						\$8,000.00		\$8,000.00		\$8,000.00		\$8,000.00		\$8,000.00		\$40,000.00
(%) Categorical Projects to FY Est. Revenue:						2.81%		2.23%		2.33%		2.27%		2.22%		

Total Carryover Programming:	\$0.00
Total Estimated Programming:	\$40,000.00
Total Programming:	\$40,000.00

Total Programming is currently 1.34% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2020/2021 thru 2024/2025

County/Mountains

Resolution Number: 2020-172  
Resolution Approval Date: September 15, 2020  
Contact Person/Title: Melissa Hale  
Phone: 909-387-8125  
Email: Melissa.hale@dpw.sbcounty.gov

6/30/20 Carryover Balance: **\$1,912,338.12**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$864,307.12		\$951,100.46		\$915,287.37		\$943,180.65		\$972,857.73		\$4,646,733.33
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Bernard Dr and Other Roads Chip Seal- SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$2,931,000.00	0.00	1,573,000.00	0.00	1,358,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,931,000.00
Seven Oaks Rd and Other Roads Prep (including overlay where needed) and Chip - SEE ATTACHMENT A ROADS LIST	No	No	0%	100%	\$1,493,000.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$500.00
Valley of the Falls Dr and Others Prep (including overlay where needed) and Chip - SEE ATTACHMENT A ROADS LIST	No	No	0%	100%	\$1,574,000.00	1,569,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,569,000.00
Named Projects Total:						\$1,569,500.00	\$1,573,000.00	\$0.00	\$1,358,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500,500.00
Total Carryover + Estimate:						\$3,142,500.00		\$1,358,000.00		\$0.00		\$0.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						363.59%		142.78%		0.00%		0.00%		0.00%		

Categorical Projects:																
Congestion Management Program	No	No		\$15,000.00		3,000.00		3,000.00		3,000.00		3,000.00		3,000.00		\$15,000.00
Routine Maintenance	No	No		\$50,000.00		10,000.00		10,000.00		10,000.00		10,000.00		10,000.00		\$50,000.00
Traffic Control Devices	No	No		\$5,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		\$5,000.00
				Categorical Projects Total:				\$14,000.00		\$14,000.00		\$14,000.00		\$14,000.00		\$14,000.00

Total Carryover Programming:	\$1,569,500.00
Total Estimated Programming:	\$3,001,000.00
Total Programming:	\$4,570,500.00

Total Programming is currently 69.68% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

County/North Desert

Resolution Number: 2020-172  
Resolution Approval Date: September 15, 2020  
Contact Person/Title: Melissa Hale  
Phone: 909-387-8125  
Email: Melissa.hale@dpw.sbcounty.gov

6/30/20 Carryover Balance: **\$5,157,938.12**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$915,985.26		\$1,175,148.78		\$1,135,849.87		\$1,175,588.55		\$1,217,886.45		\$5,620,458.91
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Balsa Ave and Other Roads - Curb, Ramps and other improvements - SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$700,000.00	700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$700,000.00
Barstow Irwin Estates ADA Ramps - SEE ATTACHMENT A ROADS LIST	No	No	0%	100%	\$644,250.00	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$500,000.00
Barstow Skyline North ADA Ramps - SEE ATTACHMENT A ROADS LIST	No	No	0%	100%	\$703,250.00	703,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$703,250.00
DAGGETT YERMO ROAD, NATIONAL TRAILS HWY N/YERMO RD, chip seal	No	No	0%	100%	\$600,000.00	0.00	0.00	0.00	0.00	0.00	600,000.00	0.00	0.00	0.00	0.00	\$600,000.00
Ludlow Road and Other Roads chip seal and leveling course - SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$3,325,000.00	3,325,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,325,000.00
Trona Rd Overlay, Phase 1 Maintenance Overlay Searles Station Cutoff Rd N/SH178, and 8.0 Miles E, SH 178 N/Inyo CL, Overlay	No	No	0%	100%	\$1,290,000.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$500.00
Yard 12 Pavement Improvement- SEE ATTACHMENT A ROADS LIST	No	No	0%	100%	\$2,836,000.00	200,000.00	0.00	0.00	2,636,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,836,000.00
Yermo Road, Meridian E/Daggett Yermo Rd, Scrub Seal	No	No	0%	100%	\$139,110.00	0.00	0.00	0.00	139,110.00	0.00	0.00	0.00	0.00	0.00	0.00	\$139,110.00
Named Projects Total:						\$5,428,750.00	\$0.00	\$0.00	\$2,775,110.00	\$0.00	\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,803,860.00
Total Carryover + Estimate:						\$5,428,750.00		\$2,775,110.00		\$600,000.00		\$0.00		\$0.00		
(% ) Named Projects to FY Est. Revenue:						592.67%		236.15%		52.82%		0.00%		0.00%		

Categorical Projects:															
Congestion Management Program	No	No		\$15,000.00		3,000.00		3,000.00		3,000.00		3,000.00		3,000.00	\$15,000.00
Routine Maintenance	No	No		\$25,000.00		5,000.00		5,000.00		5,000.00		5,000.00		5,000.00	\$25,000.00
Traffic Control Devices	No	No		\$5,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00	\$5,000.00
		Categorical Projects Total:				\$9,000.00		\$9,000.00		\$9,000.00		\$9,000.00		\$9,000.00	\$45,000.00

Total Carryover Programming:	\$5,428,750.00
Total Estimated Programming:	\$3,420,110.00
Total Programming:	\$8,848,860.00

Total Programming is currently 82.10% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)



Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2020/2021 thru 2024/2025

County/Valley

Resolution Number: 2020-172  
Resolution Approval Date: September 15, 2020  
Contact Person/Title: Melissa Hale  
Phone: 909-387-8125  
Email: Melissa.hale@dpw.sbcounty.gov

6/30/20 Carryover Balance: **\$10,943,193.48**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,972,564.00		\$2,349,973.00		\$2,260,204.00		\$2,327,763.00		\$2,399,644.00		\$11,310,148.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Banana Ave and Other Roads Mill and Overlay - SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$5,535,000.00	150,000.00	0.00	150,000.00	0.00	0.00	5,235,000.00	0.00	0.00	0.00	0.00	\$5,535,000.00
Bloomington Ave -Cedar Ave to 0.11 miles NE of Larch Ave, Pavement Reconstruction and Storm Drain Replacement	No	No	0%	100%	\$1,962,000.00	300,000.00	0.00	1,650,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,950,000.00
Cajon Blvd Overlay - Kenwood Ave to Cleghorn Ave	No	No	0%	100%	\$770,000.00	113,000.00	0.00	657,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$770,000.00
Linden Ave and Other Roads -Rehab and Reconstruction - SEE ATTACHMENT A ROADS LIST	No	No	0%	100%	\$2,526,000.00	332,000.00	0.00	2,194,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,526,000.00
Redwood Ave and Other Roads Mill and Overlay - SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$4,600,000.00	200,000.00	0.00	4,400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$4,600,000.00
Riverside Drive - .04M W of Towne Ave to .002 M W of Reservoir Mill and Overlay	No	No	0%	100%	\$1,939,000.00	239,000.00	0.00	1,700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,939,000.00
San Bernardino Avenue, Cherry Avenue E/ Fontana Avenue (North/South Sides) Widening	No	No	58%	42%	\$15,000,000.00	0.00	0.00	0.00	0.00	0.00	1,247,000.00	0.00	2,364,000.00	0.00	0.00	\$3,611,000.00
Wabash Ave and Other Roads Slurry Seal - SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$2,330,000.00	215,000.00	0.00	2,115,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,330,000.00
Named Projects Total:						\$1,549,000.00	\$0.00	\$12,866,000.00	\$0.00	\$0.00	\$6,482,000.00	\$0.00	\$2,364,000.00	\$0.00	\$0.00	\$23,261,000.00
Total Carryover + Estimate:						\$1,549,000.00		\$12,866,000.00		\$6,482,000.00		\$2,364,000.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						78.53%		547.50%		286.79%		101.56%		0.00%		

Categorical Projects:															
Routine Maintenance	No	No		\$25,000.00		5,000.00		5,000.00		5,000.00		5,000.00		5,000.00	\$25,000.00
Traffic Control Devices	No	No		\$2,000.00		1,000.00		1,000.00		0.00		0.00		0.00	\$2,000.00
			Categorical Projects Total:			\$6,000.00		\$6,000.00		\$5,000.00		\$5,000.00		\$5,000.00	\$27,000.00

Total Carryover Programming:	\$14,415,000.00
Total Estimated Programming:	\$8,873,000.00
Total Programming:	\$23,288,000.00

Total Programming is currently 104.65% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)



Resolution Number: 2020-172  
Resolution Approval Date: September 15, 2020  
Contact Person/Title: Melissa Hale  
Phone: 909-387-8125  
Email: Melissa.hale@dpw.sbcounty.gov

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

County/Victor Valley

6/30/20 Carryover Balance: **\$4,202,166.41**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,144,480.71		\$1,366,949.03		\$1,327,095.34		\$1,379,616.11		\$1,435,593.32		\$6,653,734.51
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Apple Valley Area Yard 16 Chip Seal- SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$3,580,000.00	0.00	3,580,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,580,000.00
Crystal Creek Road and Other Roads Chip Seal - SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$2,430,000.00	730,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$730,500.00
Oak Hills Area Pavement Improvement- SEE ATTACHMENT A ROAD LIST	No	No	0%	100%	\$3,900,000.00	0.00	0.00	0.00	0.00	0.00	3,900,000.00	0.00	0.00	0.00	0.00	\$3,900,000.00
Ranchero Road, .30M E, Mariposa E/1M E, Escondido Ave - Widening Construction	No	No	0%	100%	\$1,784,000.00	0.00	0.00	0.00	0.00	0.00	1,784,000.00	0.00	0.00	0.00	0.00	\$1,784,000.00
Ranchero Road, .30M E, Mariposa E/1M E, Escondido Ave - Widening ROW	No	No	59%	42%	\$2,640,527.00	1,456,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,456,650.00
Named Projects Total:						\$2,187,150.00	\$3,580,000.00	\$0.00	\$0.00	\$0.00	\$5,684,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,451,150.00
Total Carryover + Estimate:						\$5,767,150.00		\$0.00		\$5,684,000.00		\$0.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						503.91%		0.00%		428.30%		0.00%		0.00%		

Categorical Projects:															
Congestion Management Program	No	No		\$50,000.00		10,000.00		10,000.00		10,000.00		10,000.00		10,000.00	\$50,000.00
Routine Maintenance	No	No		\$25,000.00		5,000.00		5,000.00		5,000.00		5,000.00		5,000.00	\$25,000.00
Traffic Control Devices	No	No		\$5,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00	\$5,000.00
		Categorical Projects Total:				\$16,000.00		\$16,000.00		\$16,000.00		\$16,000.00		\$16,000.00	\$80,000.00
		(%) Categorical Projects to FY Est. Revenue:				1.40%		1.17%		1.21%		1.16%		1.11%	

Total Carryover Programming:	\$2,187,150.00
Total Estimated Programming:	\$9,344,000.00
Total Programming:	\$11,531,150.00

Total Programming is currently 106.22% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2020/2021 thru 2024/2025

Twentynine Palms

Resolution Number: 2020-15  
Resolution Approval Date: August 25, 2020  
Contact Person/Title: Frank Luckino, City Mgr  
Phone: 760-367-6799  
Email: fluckino@29palms.org

6/30/20 Carryover Balance: **\$648,913.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$385,293.69		\$485,650.54		\$464,971.16		\$476,688.30		\$489,170.22		\$2,301,773.91
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Overlay Project Sullivan Road (Adobe to Hatch)	No	No	0%	100%	\$0.00	183,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$183,600.00
Project Phoenix Roads: Tamarisk, Yucca, Smoke Tree & Cholla	No	No	0%	100%	\$0.00	0.00	0.00	472,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$472,000.00
Named Projects Total:						\$183,600.00	\$0.00	\$472,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$655,600.00
Total Carryover + Estimate:						\$183,600.00		\$472,000.00		\$0.00		\$0.00		\$0.00		
(%) Named Projects to FY Est. Revenue:						47.65%		97.19%		0.00%		0.00%		0.00%		

Categorical Projects:																
Administrative Costs	No	No		\$10,000.00		10,000.00		0.00		0.00		0.00		0.00		\$10,000.00
Pavement Management Program	No	No		\$40,000.00		40,000.00		0.00		0.00		0.00		0.00		\$40,000.00
Categorical Projects Total:						\$50,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$50,000.00
(%) Categorical Projects to FY Est. Revenue:						12.98%		0.00%		0.00%		0.00%		0.00%		

Total Carryover Programming:	\$655,600.00
Total Estimated Programming:	\$50,000.00
Total Programming:	\$705,600.00

Total Programming is currently 23.91% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Resolution Number: 6561  
Resolution Approval Date: August 10, 2020  
Contact Person/Title: Bob Critchfield, Engineering Manager  
Phone: (909) 291-2946  
Email: bcritchfield@ci.upland.ca.us

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Upland

6/30/20 Carryover Balance: **\$5,011,661.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$1,145,162.00		\$1,364,265.00		\$1,312,150.00		\$1,351,371.00		\$1,393,102.00		\$6,566,050.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
	No	No	0%	100%	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
13th Street Reconstruction (Euclid Avenue to Campus Avenue)	No	No	0%	100%	\$690,000.00	675,060.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$675,060.00
17th Street Reconstruction (San Antonio Avenue to Euclid Avenue)	No	No	0%	100%	\$655,000.00	652,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$652,150.00
18th Street Rehabilitation (Mountain Avenue to Euclid Avenue)	No	No	0%	100%	\$1,150,000.00	0.00	0.00	0.00	0.00	0.00	1,150,000.00	0.00	0.00	0.00	0.00	\$1,150,000.00
19th Street Reconstruction (Mountain Avenue to Euclid Avenue)	No	No	0%	100%	\$1,450,000.00	0.00	0.00	0.00	1,450,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,450,000.00
1st Avenue Rehabilitation (A Street to D Street)	No	No	0%	100%	\$600,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600,000.00	0.00	0.00	\$600,000.00
2nd Avenue Rehabilitation (C Street to Arrow Highway)	No	No	0%	100%	\$250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	0.00	\$250,000.00
7th Street & Harrington Avenue (8th Street to San Antonio Avenue)	No	No	0%	100%	\$1,150,000.00	1,150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,150,000.00
C Street Rehabilitation (Euclid Avenue to 3rd Avenue)	No	No	0%	100%	\$250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	0.00	\$250,000.00
Campus Avenue Rehabilitation (South City Limit to Foothill Blvd.)	No	No	0%	100%	\$1,590,000.00	1,583,630.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,583,630.00
Citywide Pavement Maintenance 2019/2020	No	No	0%	100%	\$140,000.00	140,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$140,000.00
Citywide Pavement Maintenance 2020/2021	No	No	0%	100%	\$290,000.00	0.00	290,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$290,000.00
Citywide Pavement Maintenance 2021/2022	No	No	0%	100%	\$300,000.00	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$300,000.00
Citywide Pavement Maintenance 2022/2023	No	No	0%	100%	\$250,000.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	0.00	0.00	0.00	\$250,000.00
Grove Avenue Rehabilitation (Foothill Blvd. to 15th Street)	No	No	0%	100%	\$1,200,000.00	1,195,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,195,950.00
Lexington Street / 1st Avenue / 2nd Avenue Rehabilitation	No	No	0%	100%	\$500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	0.00	0.00	\$500,000.00
Mountain Avenue Rehabilitation (20th Street to 23rd Street)	No	No	0%	100%	\$1,155,000.00	0.00	0.00	0.00	0.00	0.00	1,155,000.00	0.00	0.00	0.00	0.00	\$1,155,000.00
Phase II of the Metrolink Station Accessibility Improvement Project (ATP Cycle 4)	No	Yes	0%	100%	\$500,000.00	0.00	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$500,000.00
Randy Street Neighborhood Rehabilitation (Randy St., Fairwood Wy., Terry Wy., Tyler Wy., and Silverwood Ave.)	No	No	0%	100%	\$1,400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,400,000.00	\$1,400,000.00
San Bernardino Valley Coordinated Traffic Signal System	No	No	0%	100%	\$137,000.00	137,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$137,000.00
Named Projects Total:						\$5,533,790.00	\$790,000.00	\$0.00	\$1,750,000.00	\$0.00	\$2,555,000.00	\$0.00	\$1,600,000.00	\$0.00	\$1,400,000.00	\$13,628,790.00
Total Carryover + Estimate:						\$6,323,790.00		\$1,750,000.00		\$2,555,000.00		\$1,600,000.00		\$1,400,000.00		
(% ) Named Projects to FY Est. Revenue:						552.22%		128.27%		194.72%		118.40%		100.50%		

Categorical Projects:

Categorical Projects Total:																\$0.00
(%) Categorical Projects to FY Est. Revenue:																

Total Carryover Programming:	\$5,533,790.00
Total Estimated Programming:	\$8,095,000.00
Total Programming:	\$13,628,790.00

Total Programming is currently 117.72% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Resolution Number: 20-074  
Resolution Approval Date: 8-18-2020  
Contact Person/Title: Brian Gengler  
Phone: 760-955-5156  
Email: bgengler@victorvilleca.gov

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Victorville

6/30/20 Carryover Balance: **\$4,919,209.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$4,093,693.99		\$4,889,441.11		\$4,746,888.38		\$4,934,749.97		\$5,134,974.91		\$23,799,748.36
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
7th St, D St to Forrest Ave, Street Improvements	No	No	0%	100%	\$20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$20,000.00
7th St, south of D St, Replace & Upgrade Archway Lighting & Signage	No	No	0%	100%	\$217,000.00	178,345.00	32,586.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$210,931.00
Air Expressway - Village Dr to Phantom West, Pavement Rehabilitation	No	No	0%	100%	\$600,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600,000.00	\$600,000.00
Amargosa Rd, Seneca Rd to Village Dr, Pavement Rehabilitation	No	No	0%	100%	\$190,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	0.00	0.00	\$190,000.00
Arrowhead Dr, Green Tree Blvd to Nisqualli Rd, Pavement Rehab., bike lanes, sidewalk	Yes	Yes	0%	100%	\$1,358,000.00	302,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$302,000.00
Balsam Rd, north of Lone Eagle St - Retaining wall for road & headwall for existing storm drain	No	No	0%	100%	\$148,337.00	148,337.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$148,337.00
Bear Valley Rd - Amargosa Rd to Dunia Rd, Pavement Rehabilitation	No	No	0%	100%	\$1,400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700,000.00	\$700,000.00
Bear Valley Rd, Amethyst Rd to US-395, Pavement Rehabilitation	No	No	0%	100%	\$5,223,000.00	0.00	0.00	0.00	2,945,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,945,000.00
Bear Valley Rd, Bridge Widening at BNSF Railroad & Road Approaches Industrial Blvd to east of Ridgecrest Rd	No	No	51%	49%	\$10,024,581.00	0.00	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00	0.00	0.00	0.00	\$75,000.00
Bear Valley Rd, Industrial Blvd to 2nd Ave, Pavement Rehabilitation	No	No	0%	100%	\$1,200,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	0.00	0.00	0.00	0.00	\$1,200,000.00
Concrete Sidewalk, Install or Repair per location list	No	No	0%	100%	\$371,650.00	371,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$371,650.00
Curb Access Ramp Replacements - per Location List	No	No	0%	100%	\$110,000.00	110,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$110,000.00
El Evado Rd - Hopland Rd to La Mesa Rd, Pavement Rehabilitation & Bike Lanes	Yes	No	0%	100%	\$1,368,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	0.00	0.00	\$300,000.00
Green Tree Blvd, Hesperia Rd to Ridgecrest Rd / Yates Rd, new road and Bridge over BNSF Railroad	Yes	No	51%	49%	\$45,489,490.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$50,000.00
Guard Rail Replacements, Upgrades and New - 13 Locations	No	No	0%	100%	\$438,000.00	0.00	49,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$49,400.00
Herbert St, Amethyst Rd to 660 ft East, Construct New Road	No	No	0%	100%	\$168,429.00	168,429.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$168,429.00
Hesperia Rd - Green Tree Blvd to Nisqualli Rd, Pavement Rehabilitation	No	No	0%	100%	\$760,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	380,000.00	\$380,000.00
Hopland Rd, El Evado Rd to Llanada Rd, Pavement Rehab., Shoulders & Bike Lanes	Yes	No	0%	100%	\$200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	\$30,000.00
Industrial Blvd, Bear Valley Rd to Silica Rd, Pavement Rehabilitation	No	No	0%	100%	\$927,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,000.00
La Mesa Rd - Pacoima Rd to Amethyst Rd, Replace Storm Drain	No	No	0%	100%	\$600,000.00	0.00	0.00	0.00	600,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$600,000.00
La Mesa Rd, Cantina Rd to Mesa View, New Road & New Traffic Signal at US-395	No	No	0%	100%	\$2,231,000.00	17,945.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$17,945.00
La Paz Dr, I-15 Ramps to 7th St, Pavement Rehabilitation	No	No	0%	100%	\$929,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	\$25,000.00
Liberty Village - Pavement Rehabilitation, per location list	No	No	0%	100%	\$1,300,000.00	1,300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,300,000.00
Llanada Ave, Hopland Rd to Village Dr, Pavement Rehab., Install Bike Lanes	Yes	No	0%	100%	\$70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00	\$10,000.00
Luna Rd, Amethyst Rd to Mesa Linda Ave, Pavement Rehabilitation	No	No	0%	100%	\$1,210,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00	0.00	\$1,210,000.00
Mariposa Rd at Yates Rd, Construct New Traffic Signal	No	No	0%	100%	\$410,000.00	205,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$205,000.00
Mariposa Rd, Palmdale Rd to 970 ft south of Talpa St, Pavement Rehabilitation	No	No	0%	100%	\$560,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	560,000.00	0.00	0.00	\$560,000.00

Message Board and Trailer	No	No	0%	100%	\$6,000.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$6,000.00	
Mojave Dr - El Evado Rd to US-395, Pavement Rehabilitation	No	No	0%	100%	\$1,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	\$750,000.00	
Mojave Dr - I-15 Southbound Ramps to El Evado Rd, Pavement Rehabilitation	No	No	0%	100%	\$1,595,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,000.00	
Mojave Dr at Condor Dr, Construct New Traffic Signal	No	No	0%	100%	\$527,000.00	14,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$14,000.00	
Nisqualli Rd / I-15 Interchange, Environmental Monitoring & Reporting	No	No	0%	100%	\$30,000.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$30,000.00	
Old Town Sidewalk - per location list	No	No	0%	100%	\$494,000.00	250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$250,000.00	
Ridgecrest Rd, Bear Valley Rd to Pahute Rd, Pavement Rehabilitation	No	No	0%	100%	\$650,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	0.00	\$650,000.00	
Roy Rogers Dr, Amargosa Rd to I-15 Ramps, Pavement Rehabilitation	No	No	0%	100%	\$1,098,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00	0.00	0.00	\$25,000.00	
Seneca Rd - Civic Dr to El Evado Rd, Pavement Rehabilitation	No	No	0%	100%	\$1,065,000.00	0.00	0.00	0.00	0.00	0.00	500,000.00	0.00	0.00	0.00	\$500,000.00	
Seventh Ave, Nisqualli Rd to Bear Valley Rd, Pavement Rehabilitation, Bike Lanes & Sidewalk	Yes	Yes	0%	100%	\$2,013,000.00	283,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$283,000.00	
Silica Rd, Hesperia Rd to Industrial Blvd, Pavement Rehabilitation & Replace Storm Drain	No	No	0%	100%	\$1,468,000.00	650,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$650,000.00	
Street Sweeper Replacement	No	No	0%	100%	\$410,000.00	205,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$205,000.00	
Striping Truck	No	No	0%	100%	\$375,000.00	375,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$375,000.00	
Third Ave, Nisqualli Rd to Green Tree Blvd, Pavement Rehabilitation	No	No	0%	100%	\$750,356.00	314,503.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$314,503.00	
	Named Projects Total:					\$4,919,209.00	\$206,986.00	\$0.00	\$3,570,000.00	\$0.00	\$1,775,000.00	\$0.00	\$2,950,000.00	\$0.00	\$2,430,000.00	\$15,851,195.00
	Total Carryover + Estimate:					\$5,126,195.00		\$3,570,000.00		\$1,775,000.00		\$2,950,000.00		\$2,430,000.00		
	(% ) Named Projects to FY Est. Revenue:					125.22%		73.01%		37.39%		59.78%		47.32%		

Categorical Projects:															
Citywide Pavement Rehabilitation, Seals and Overlays, Various Streets	No	No		\$720,000.00		0.00		150,000.00		150,000.00		190,000.00		230,000.00	\$720,000.00
Cost Allocation	No	No		\$1,700,070.00		323,433.00		331,519.00		339,807.00		348,302.00		357,010.00	\$1,700,071.00
Engineering Services	No	No		\$399,744.00		76,050.00		77,951.00		79,900.00		81,898.00		83,945.00	\$399,744.00
Traffic Control - Signing & Striping	No	No		\$5,554,835.00		1,056,790.00		1,083,210.00		1,110,290.00		1,138,047.00		1,166,498.00	\$5,554,835.00
Traffic Engineering	No	No		\$2,276,027.00		433,007.00		443,832.00		454,928.00		466,301.00		477,959.00	\$2,276,027.00
Traffic Signal Maintenance	No	No		\$1,086,541.00		206,711.00		211,879.00		217,176.00		222,605.00		228,170.00	\$1,086,541.00
Traffic Signals, Controller Upgrades - Various Locations	No	No		\$65,500.00		12,500.00		12,500.00		12,500.00		12,500.00		12,500.00	\$62,500.00
			Categorical Projects Total:			\$2,108,491.00		\$2,310,891.00		\$2,364,601.00		\$2,459,653.00		\$2,556,082.00	\$11,799,718.00

Total Programming is currently 96.28% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.



Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2020/2021 thru 2024/2025

Yucaipa

Resolution Number: 82020-41  
Resolution Approval Date: June 22, 2020  
Contact Person/Title: Fermin Preciado  
Phone: 909-797-2489 X240  
Email: fpreciado@yucaipa.org

6/30/20 Carryover Balance: **\$4,588,480.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$800,261.00		\$953,374.00		\$916,955.00		\$944,364.00		\$973,526.00		\$4,588,480.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
12th Street - Ave E to Kentucky St	No	No	0%	100%	\$70,820.00	0.00	0.00	0.00	0.00	70,820.00	0.00	0.00	0.00	0.00	0.00	\$70,820.00
17th St - Yucaipa Blvd to Dunlap Blvd	No	No	0%	100%	\$139,679.00	139,679.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$139,679.00
18th Street - Outer Hwy 10 to City Limits	No	No	0%	100%	\$25,484.00	0.00	0.00	25,484.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$25,484.00
1st Street - Beech Ave to Yucaipa Blvd	No	No	0%	100%	\$54,890.00	0.00	0.00	0.00	0.00	54,890.00	0.00	0.00	0.00	0.00	0.00	\$54,890.00
5th Street - Yucaipa Blvd to County Line Rd	No	No	0%	100%	\$237,510.00	0.00	0.00	0.00	0.00	237,510.00	0.00	0.00	0.00	0.00	0.00	\$237,510.00
7th Place - NW End to SE End	No	No	0%	100%	\$67,553.00	0.00	0.00	0.00	0.00	67,553.00	0.00	0.00	0.00	0.00	0.00	\$67,553.00
9th Street - 9th Street to Bodie Street	No	No	0%	100%	\$56,130.00	56,130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$56,130.00
Acacia Ave - 3rd St to 1st St	No	No	0%	100%	\$126,730.00	0.00	0.00	126,730.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$126,730.00
Adams St - Acaia Ave to Yucaipa Blvd	No	No	0%	100%	\$28,626.00	0.00	0.00	28,626.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$28,626.00
Adams Street - Cedar Ave to Beech Ave	No	No	0%	100%	\$24,874.00	24,874.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$24,874.00
Addison Street 0 North End to South End	No	No	0%	100%	\$60,099.00	0.00	0.00	0.00	0.00	60,099.00	0.00	0.00	0.00	0.00	0.00	\$60,099.00
Amberwood Pl - 4th Street to Poplar Ave	No	No	0%	100%	\$44,103.00	0.00	0.00	44,103.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$44,103.00
Andes Way 0 Ramada Ln to East End	No	No	0%	100%	\$60,904.00	0.00	0.00	60,904.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$60,904.00
Arcadia St - Shasta St to Comberton Way	No	No	0%	100%	\$68,349.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68,349.00	0.00	\$68,349.00
Arrasta Way - West End to Territory Rd	No	No	0%	100%	\$10,557.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,557.00	0.00	\$10,557.00
Ashland Way - North End to Newbury Ct	No	No	0%	100%	\$9,756.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,756.00	0.00	\$9,756.00
Avenue A - California St to Bryant St	No	No	0%	100%	\$86,123.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,123.00	0.00	\$86,123.00
Avenue B - 1st St to Bryant St	No	No	0%	100%	\$122,409.00	0.00	0.00	122,409.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$122,409.00
Avenue D - 16th St to 15th St	No	No	0%	100%	\$113,715.00	113,715.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$113,715.00
Avenue D - 1th St to Windsor Dr	No	No	0%	100%	\$120,661.00	0.00	0.00	120,661.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$120,661.00
Avenue E - 7th St to 5th St	No	No	0%	100%	\$183,708.00	0.00	0.00	0.00	0.00	183,708.00	0.00	0.00	0.00	0.00	0.00	\$183,708.00
Avenue G - Calimesa Blvd to 5th Street	No	No	0%	100%	\$218,672.00	218,672.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$218,672.00
Avenue H - Rimview Ct to 5th Pl	No	No	0%	100%	\$117,005.00	0.00	0.00	0.00	0.00	0.00	0.00	117,005.00	0.00	0.00	0.00	\$117,005.00
Beverly Ct - Leah Ln to Mesa Grande Dr	No	No	0%	100%	\$26,164.00	0.00	0.00	26,164.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$26,164.00
Birch Street - Birch Ct to Avenue E	No	No	0%	100%	\$54,069.00	54,069.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$54,069.00
Birchwood Street - Bryant St to East End	No	No	0%	100%	\$23,950.00	0.00	0.00	0.00	0.00	23,950.00	0.00	0.00	0.00	0.00	0.00	\$23,950.00
Bodie Ave - NW End to 9th St	No	No	0%	100%	\$59,463.00	0.00	0.00	59,463.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$59,463.00
Bryant St - wildwood Canyon Rd to Ave G	No	No	0%	100%	\$90,366.00	0.00	0.00	90,366.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$90,366.00
California Street - Avenue C to Avenue E	No	No	0%	100%	\$49,500.00	49,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$49,500.00
California Street - Cedar Ave to Acacia Ave	No	No	0%	100%	\$167,894.00	0.00	0.00	0.00	0.00	0.00	0.00	167,894.00	0.00	0.00	0.00	\$167,894.00
Cedarwood Ln - California St to Addison St	No	No	0%	100%	\$24,170.00	24,170.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$24,170.00
Clarios Ct - North End to Ashland Way	No	No	0%	100%	\$12,599.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,599.00	0.00	\$12,599.00
Colorado Street - Mission Dr to Columbia Ave	No	No	0%	100%	\$144,031.00	0.00	0.00	0.00	0.00	0.00	0.00	144,031.00	0.00	0.00	0.00	\$144,031.00
Columbia Ave North End to Colorado St	No	No	0%	100%	\$54,029.00	0.00	0.00	0.00	0.00	0.00	0.00	54,029.00	0.00	0.00	0.00	\$54,029.00
Comberton - Oakland Ave to California St	No	No	0%	100%	\$85,897.00	0.00	0.00	0.00	0.00	0.00	0.00	85,897.00	0.00	0.00	0.00	\$85,897.00
Comberton St - Bryant St to Date Ave	No	No	0%	100%	\$57,855.00	57,855.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$57,855.00
Cornell Dr - West End to Holmes St	No	No	0%	100%	\$32,998.00	32,998.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$32,998.00
County Line Rd - 3rd to Bryant St	No	No	0%	100%	\$274,617.00	274,617.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$274,617.00
County Line Rd - Holmes to Road Narrows	No	No	0%	100%	\$13,811.00	13,811.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$13,811.00
County Line Road - Bryant St to Holmes St	No	No	0%	100%	\$270,262.00	0.00	0.00	0.00	0.00	270,262.00	0.00	0.00	0.00	0.00	0.00	\$270,262.00
Custer St - North End to Avenue H	No	No	0%	100%	\$35,544.00	0.00	0.00	35,544.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$35,544.00
Custer St - North End to Mountain View St	No	No	0%	100%	\$5,796.00	5,796.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5,796.00
Custer Street - Acacia Ave to Yucaipa Blvd	No	No	0%	100%	\$28,524.00	0.00	0.00	28,524.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$28,524.00

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

Custer Street - Ave D to Ave E	No	No	0%	100%	\$93,386.00	0.00	0.00	0.00	0.00	0.00	0.00	93,386.00	0.00	0.00	0.00	\$93,386.00
Date St - Kent to 2nd St	No	No	0%	100%	\$53,642.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,642.00	0.00	\$53,642.00
Deborah Ct - Leah Ln to Mesa Grande Dr	No	No	0%	100%	\$29,061.00	29,061.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$29,061.00
Deerfield Dr - Fairport Way East to Fairport Way West	No	No	0%	100%	\$74,294.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74,294.00	0.00	\$74,294.00
Diamond St - Goldstone Ct to Onyx St	No	No	0%	100%	\$78,792.00	78,792.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$78,792.00
Eureka Ave - 8th St to Columbia Ave	No	No	0%	100%	\$52,444.00	0.00	0.00	0.00	52,444.00	0.00	0.00	0.00	0.00	0.00	0.00	\$52,444.00
Eureka Ave - Bryant St to California St	No	No	0%	100%	\$85,547.00	0.00	0.00	0.00	0.00	0.00	0.00	85,547.00	0.00	0.00	0.00	\$85,547.00
Eureka Ave - Grant St to Ramada In	No	No	0%	100%	\$78,742.00	0.00	0.00	78,742.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$78,742.00
Falling Spring Rd - East End to Wildwood Canyon Rd	No	No	0%	100%	\$9,112.00	0.00	0.00	9,112.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$9,112.00
Fawn Way - Oak Glen Road to Deer Brook Road	No	No	0%	100%	\$2,769.00	2,769.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,769.00
Fir Ave - Bryant St to Fremont St	No	No	0%	100%	\$53,984.00	0.00	0.00	53,984.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$53,984.00
Golden Gate Ct - East End to Golden Gate Dr	No	No	0%	100%	\$13,256.00	0.00	0.00	0.00	0.00	0.00	0.00	13,256.00	0.00	0.00	0.00	\$13,256.00
Golden Gate Dr - Golden Gate Dr to South End	No	No	0%	100%	\$10,435.00	0.00	0.00	10,435.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,435.00
Golden Gate Dr - West end to Highland Ave	No	No	0%	100%	\$149,159.00	149,159.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$149,159.00
Grant St - North End to wildwood Canyon Rd	No	No	0%	100%	\$24,288.00	0.00	0.00	24,288.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$24,288.00
Highland Avenue - Pendleton Ave to Rodgers Ln	No	No	0%	100%	\$170,080.00	0.00	0.00	0.00	0.00	170,080.00	0.00	0.00	0.00	0.00	0.00	\$170,080.00
Holly Ave - Adams St to East End	No	No	0%	100%	\$14,589.00	14,589.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$14,589.00
Holly Oak - East End to Golden Hills Dr	No	No	0%	100%	\$112,658.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112,658.00	0.00	\$112,658.00
Holmes St - Bella Vista Dr to Wildwood Canyon Rd	No	No	0%	100%	\$26,073.00	0.00	0.00	26,073.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$26,073.00
Indio Ct - North End to Date St	No	No	0%	100%	\$6,683.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,683.00	0.00	\$6,683.00
Ironwood Drive - Oak Mesa Dr NW to City Limits	No	No	0%	100%	\$161,654.00	0.00	0.00	0.00	0.00	161,654.00	0.00	0.00	0.00	0.00	0.00	\$161,654.00
Kevari Ct - Jefferson St to East End	No	No	0%	100%	\$9,272.00	0.00	0.00	9,272.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$9,272.00
La Flora Dr - West End to 7th St	No	No	0%	100%	\$33,400.00	33,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$33,400.00
Liberty Rd - 8th St to East End	No	No	0%	100%	\$51,590.00	51,590.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$51,590.00
Lincoln Dr - West End to 7th St	No	No	0%	100%	\$26,448.00	26,448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$26,448.00
Linda Ln - Sutter Ave to East End	No	No	0%	100%	\$11,172.00	11,172.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$11,172.00
Linn St - Mountain View St to Sunlight Dr	No	No	0%	100%	\$36,917.00	36,917.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$36,917.00
Lotus Ave - 11th Street to Lotus	No	No	0%	100%	\$75,896.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,896.00	0.00	\$75,896.00
Lynd Ct - North End to Lynfall St	No	No	0%	100%	\$3,371.00	0.00	0.00	3,371.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,371.00
Manzanita St - Acropolis Dr to East End	No	No	0%	100%	\$28,291.00	28,291.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$28,291.00
Marbeth Place - Marbeth Rd to South End	No	No	0%	100%	\$17,627.00	0.00	0.00	0.00	0.00	0.00	0.00	17,627.00	0.00	0.00	0.00	\$17,627.00
Medlar St - Vineyard St to Bella Vista Dr	No	No	0%	100%	\$53,366.00	0.00	0.00	53,366.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$53,366.00
Nicoya Ct - North End to Ave E	No	No	0%	100%	\$26,013.00	26,013.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$26,013.00
Oak Creek - Oak Creek to Fremont St	No	No	0%	100%	\$157,354.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157,354.00	0.00	\$157,354.00
Oak Lane - North End to Date St	No	No	0%	100%	\$5,621.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,621.00	0.00	\$5,621.00
Oleander Ave - West end to Fremont St	No	No	0%	100%	\$37,228.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,228.00	0.00	\$37,228.00
Palomar Avenue - San Carlos St to South end	No	No	0%	100%	\$13,534.00	0.00	0.00	0.00	0.00	13,534.00	0.00	0.00	0.00	0.00	0.00	\$13,534.00
Pecan Ave - 3rd St to Birch Ct	No	No	0%	100%	\$53,650.00	53,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$53,650.00
Pine Mesa Ct - Oak Mountain Dr to SW End	No	No	0%	100%	\$34,220.00	34,220.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$34,220.00
Pleasant Grove St - 3rd St to East End	No	No	0%	100%	\$53,466.00	0.00	0.00	53,466.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$53,466.00
Rainier St - Lantana Ave to Fremont St	No	No	0%	100%	\$32,763.00	32,763.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$32,763.00
Ramona Street - Carter St to Sleepy Hollow Dr	No	No	0%	100%	\$26,432.00	0.00	0.00	0.00	0.00	26,432.00	0.00	0.00	0.00	0.00	0.00	\$26,432.00
Rosemead St - Tonkin Ave to 9th St	No	No	0%	100%	\$33,132.00	0.00	0.00	33,132.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$33,132.00
Ruby Ct - South End to Avenue D	No	No	0%	100%	\$8,965.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,965.00	0.00	\$8,965.00
San Leandro Ave - North End to San Carlos St	No	No	0%	100%	\$57,554.00	57,554.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$57,554.00
Santa Maria Street - San Lucas Dr to Douglas St	No	No	0%	100%	\$16,825.00	0.00	0.00	0.00	0.00	16,825.00	0.00	0.00	0.00	0.00	0.00	\$16,825.00
Santa Rosa Dr - San Leandro Ave to East End	No	No	0%	100%	\$29,664.00	0.00	0.00	29,664.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$29,664.00
Shadow Wood - Golden Hills Dr to Sunnyside Dr	No	No	0%	100%	\$98,374.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,374.00	0.00	\$98,374.00
Shasta St - wnd Street to Arcadia St	No	No	0%	100%	\$126,383.00	0.00	0.00	0.00	0.00	0.00	0.00	126,383.00	0.00	0.00	0.00	\$126,383.00
Sunwood Pl - Fir Ave to Gemwood Ln	No	No	0%	100%	\$20,988.00	0.00	0.00	20,988.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$20,988.00
Sutter Ave - Linda Ln to Sierra Ln	No	No	0%	100%	\$26,264.00	0.00	0.00	26,264.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$26,264.00
Tennessee St - Tennessee St to Yucaipa Blvd	No	No	0%	100%	\$101,477.00	0.00	0.00	101,477.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$101,477.00
Velardo Dr - Bryant to Lantana	No	No	0%	100%	\$143,291.00	0.00	0.00	0.00	0.00	0.00	0.00	143,291.00	0.00	0.00	0.00	\$143,291.00

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Verano Way 0 Colorado St to South end	No	No	0%	100%	\$3,219.00	0.00	0.00	3,219.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,219.00
Vineyard St - Douglas St to Lantana Ave	No	No	0%	100%	\$50,619.00	0.00	0.00	50,619.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$50,619.00
Wildwood Canyon Road - 3rd St to Bryant St	No	No	0%	100%	\$77,672.00	0.00	0.00	0.00	0.00	77,672.00	0.00	0.00	0.00	0.00	0.00	\$77,672.00
Wildwood Canyon Road - 9th St to 6th St	No	No	0%	100%	\$259,337.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	259,337.00	0.00	\$259,337.00
Windsor Ct - West End to Windsor Dr	No	No	0%	100%	\$14,179.00	0.00	0.00	0.00	0.00	0.00	0.00	14,179.00	0.00	0.00	0.00	\$14,179.00
Windsor Dr - Ave D to Camelot Dr	No	No	0%	100%	\$39,542.00	0.00	0.00	0.00	0.00	0.00	0.00	39,542.00	0.00	0.00	0.00	\$39,542.00
Yucaipa Blvd - 14th St to 12th St	No	No	0%	100%	\$86,936.00	0.00	0.00	86,936.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$86,936.00
Yucaipa Blvd - 3rd St to 2nd St	No	No	0%	100%	\$33,739.00	33,739.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$33,739.00
Named Projects Total:						\$1,766,013.00	\$0.00	\$1,443,386.00	\$52,444.00	\$1,434,989.00	\$0.00	\$1,102,067.00	\$0.00	\$1,077,436.00	\$0.00	\$6,876,335.00
Total Carryover + Estimate:						\$1,766,013.00		\$1,495,830.00		\$1,434,989.00		\$1,102,067.00		\$1,077,436.00		
(% ) Named Projects to FY Est. Revenue:						220.68%		156.90%		156.50%		116.70%		110.67%		

Categorical Projects:															
Annual AC Berm Curb Program	No	No		\$120,000.00		40,000.00		0.00		40,000.00		0.00		40,000.00	\$120,000.00
Annual Alley Rehab Program	No	No		\$300,000.00		60,000.00		60,000.00		60,000.00		60,000.00		60,000.00	\$300,000.00
Annual Concrete Program	No	No		\$240,000.00		40,000.00		40,000.00		40,000.00		40,000.00		80,000.00	\$240,000.00
Annual Patching Program	No	No		\$445,000.00		95,000.00		84,000.00		86,000.00		90,000.00		90,000.00	\$445,000.00
Annual Preserving Monuments Program	No	No		\$150,000.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00	\$150,000.00
Annual Striping Program	No	No		\$140,000.00		20,000.00		30,000.00		30,000.00		30,000.00		30,000.00	\$140,000.00
Annual Traffic Calming Program	No	No		\$150,000.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00	\$150,000.00
Annual Under Street Drain Pipe Repair	No	No		\$150,000.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00	\$150,000.00
Crack Seal Program	No	No		\$237,000.00		41,000.00		49,000.00		49,000.00		49,000.00		49,000.00	\$237,000.00
Local Matching Programs	No	No		\$200,000.00		40,000.00		40,000.00		40,000.00		40,000.00		40,000.00	\$200,000.00
			Categorical Projects Total:		\$426,000.00		\$393,000.00		\$435,000.00		\$399,000.00		\$479,000.00	\$2,132,000.00	
			(% ) Categorical Projects to FY Est. Revenue:		53.23%		41.22%		47.44%		42.25%		49.20%		

Total Carryover Programming:	\$6,823,891.00
Total Estimated Programming:	\$2,184,444.00
Total Programming:	\$9,008,335.00

Total Programming is currently 98.16% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Resolution Number: 20-42  
Resolution Approval Date: July 1, 2020  
Contact Person/Title: Armando J. G. Baldizzone  
Phone: 760-369-6579  
Email: abaldizzone@yucca-valley.org

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
Fiscal Years 2020/2021 thru 2024/2025

Yucca Valley

6/30/20 Carryover Balance: **\$1,440,294.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$592,014.92		\$746,216.13		\$714,441.67		\$732,445.39		\$751,624.21		\$3,536,742.32
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
Crack Seal Project (Package A&C - Major Arterial and Collectors)	No	No	0%	100%	\$668,754.00	0.00	668,754.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$668,754.00
Little League Drive Safety Project (ATP)	No	Yes	0%	100%	\$210,000.00	0.00	19,000.00	0.00	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	\$54,000.00
Onaga Trail Safety Project (ATP)	Yes	Yes	0%	100%	\$275,000.00	0.00	19,000.00	0.00	238,515.00	0.00	0.00	0.00	0.00	0.00	0.00	\$257,515.00
SR62 Median Maintenance Contract	No	No	0%	100%	\$320,974.00	0.00	61,640.00	0.00	64,720.00	0.00	67,956.00	0.00	67,956.00	0.00	67,956.00	\$330,228.00
Named Projects Total:						\$0.00	\$768,394.00	\$0.00	\$338,235.00	\$0.00	\$67,956.00	\$0.00	\$67,956.00	\$0.00	\$67,956.00	\$1,310,497.00
Total Carryover + Estimate:						\$768,394.00		\$338,235.00		\$67,956.00		\$67,956.00		\$67,956.00		
(% ) Named Projects to FY Est. Revenue:						129.79%		45.33%		9.51%		9.28%		9.04%		

Categorical Projects:																
Annual Traffic Census	No	No		\$60,000.00		12,000.00		12,000.00		12,000.00		12,000.00		12,000.00		\$60,000.00
Congestion Management Plan (CMP)	No	No		\$17,500.00		3,500.00		3,500.00		3,500.00		3,500.00		3,500.00		\$17,500.00
Indirect Cost Recovery	No	No		\$250,000.00		50,000.00		45,000.00		45,000.00		45,000.00		50,000.00		\$235,000.00
Package A Crack Seal & Slurry	No	No		\$768,703.00		0.00		0.00		0.00		190,167.00		578,536.00		\$768,703.00
Package D Crack Seal and Slurry	No	No		\$83,573.00		0.00		0.00		83,573.00		0.00		0.00		\$83,573.00
Personnel Costs	No	No		\$1,628,073.00		304,410.00		312,020.00		319,821.00		327,817.00		336,012.00		\$1,600,080.00
Signal Maintenance Contract	No	No		\$75,000.00		15,000.00		15,000.00		15,000.00		15,000.00		15,000.00		\$75,000.00
Slurry Seal Project (Project D - Major Arterial and Collectors)	No	No		\$500,120.00		500,120.00		0.00		0.00		0.00		0.00		\$500,120.00
Town Local Roadway Safety Plan (LSRP)	No	No		\$8,000.00		8,000.00		0.00		0.00		0.00		0.00		\$8,000.00
Traffic Surveys and Warrant Studies	No	No		\$45,000.00		9,000.00		9,000.00		9,000.00		9,000.00		9,000.00		\$45,000.00
Utilities - Street Lights	No	No	\$250,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	\$250,000.00							
		Categorical Projects Total:			\$952,030.00		\$446,520.00		\$537,894.00		\$652,484.00		\$1,054,048.00	\$3,642,976.00		
		(% ) Categorical Projects to FY Est. Revenue:			160.81%		59.84%		75.29%		89.08%		140.24%			

Total Carryover Programming:	\$0.00
Total Estimated Programming:	\$4,953,473.00
Total Programming:	\$4,953,473.00

Total Programming is currently 99.53% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

Attachment: Attachment 1 2021-2025 CIP Report (7311 : Summary of Measure I Capital Improvement Plans of Member Agencies)

**ATTACHMENT 2**  
**MEASURE I EXPENDITURE STRATEGY**  
**FISCAL YEARS 2021-2025**  
**Valley Subarea**

Chino	<p>The City of Chino will continue to place emphasis on both the regional and sub-regional arterial roadway system during the next five years of the Measure I program. At least 50 percent of the Measure I funds will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand, and intersection capacity will be improved with new and modified traffic signals.</p> <p>In addition to the above capital projects program, Chino will continue to allocate up to 50 percent of the annual Measure I funds toward public works maintenance activities. Maintenance work will continue to include the City's traffic signal maintenance, sidewalk and curb repair, and pavement repair and overlay on the local street system.</p>
Chino Hills	<p>It is the City of Chino Hills' intent to expend Measure I revenue for the following types of projects:</p> <ul style="list-style-type: none"> <li>* Construction of the City's Annual Street Improvement Program: Overlay and/or slurry seal of specified streets to maintain a high level of pavement trafficability;</li> <li>* Make on-going repairs/improvements to the City's sidewalks; and</li> <li>* Provide funding to address ADA accessibility issues within the City's public right-of-way.</li> </ul>
Colton	<p>The City of Colton allocates approximately ninety percent (90%) of annual Measure I revenue for system improvements to streets infrastructure. Delivery of these improvements is focused on streets requiring rehabilitation or safety enhancement improvements. Measure I funds are also being used to provide local match for federal and state grant funded projects; these projects are focused on improving Colton's infrastructure and/or transportation system for pedestrian/bicycle/vehicular traffic.</p> <p>The remaining ten percent (10%) of the City's annual Measure I revenue are allocated to pedestrian safety such as sidewalk, handicap ramp installation and other traffic safety improvements. All identified improvements are consistent with the goals of the city's General Plan Circulation Element.</p>
Fontana	<p>Measure I pass through funds will be used by the City of Fontana for a variety of transportation related projects with the goal of continuing to invest in the city's infrastructure by maintaining and improving the city's existing infrastructure. It is the intent of the City to expend all of the Measure I pass through funds as they are received. The program provided focuses on relief of traffic congestion.</p>
Grand Terrace	<p>The City of Grand Terrace has adopted a Measure I expenditure strategy that focuses on improvements to existing facilities through an annual Pavement Management Program. In addition to slurry and pavement rehabilitation treatment of City streets, the expenditure strategy includes a tree trimming program to increase visibility across roadways, ADA curb ramps and sidewalk repair programs as well as other necessary improvements to the right of way as needed.</p>
Highland	<p>The City of Highland intends to expend Measure I Local Street Program Pass-Through revenue primarily to (1) improve pavement conditions of the City's roadway network by constructing various pavement management projects including pavement rehabilitation, overlay, slurry seal and crack seal projects, and (2) provide local match to grant funding of roadway/bikeway improvement projects.</p>
Loma Linda	<p>The City of Loma Linda is intent upon efficiently maintaining our existing roadway system. The streets in Loma Linda are constructed of asphalt concrete (AC). These streets are in various stages of their life expectancy. A typical AC street improvement has a life expectancy of 15-20 years. Through proper pavement management, this can be extended by as much as 20 years. Our strategy is to utilize a combination of slurry seal method, grind and overlay the top 0.1" and pulverize existing AC for base and repave for rehabilitation. This pavement management program has shown to be effective in delaying the eventual complete reconstruction, including subgrade, of a roadway segment.</p> <p>Measure I funding is critical to this effort. We have dedicated the majority of funding to maintenance activities as described above along with the adjacent sidewalk, curb and gutter and access ramp maintenance. A portion of funding is earmarked for addressing increased capacity demand along certain segments that have experienced growth. New roadway segments are considered and addressed through development planning. Development impact fees are utilized for expansion due to growth. The current carryover balance of \$561,500 in the Measure I Local Street fund will be utilized first.</p>

Montclair	The City currently has a loan from SBCTA of \$3.89 Million to fund its local share of the Interstate 10 (1-10) Monte Vista Avenue Interchange Project. The City intends to cash flow the DIF obligations with current carry over funds and a portion of new revenues. The funding plan is an estimate, cost of the project may change. Potential changes/adjustments may occur and impacts will not be known until the project is complete. The remaining funds will be used to fund important traffic safety projects being planned. Any remaining funds will be accumulated for maintenance of existing city streets and planned future projects.										
Ontario	The City of Ontario's Expenditure Strategy is to upgrade the City's roadway system by programming the annual Measure I revenue towards improvements ranging from maintenance work, overlay work, and major street reconstruction. Projects chosen will be selected from current pavement management studies, areas of traffic flow issues, and the Five Year Capital Improvement Plan. Projects may include safety related items such as upgrading traffic signals, updating striping, and ADA ramps as needed. Roadways to be improved can range from residential to arterial. Funding is to be used in an effective and responsible manner to ensure the best benefit to the residents of the City of Ontario.										
Rancho Cucamonga	<p>The Measure "I" Capital Improvement Plan Expenditure Strategy for the expenditure of Measure I funds will use the City's General Plan Circulation Element as a basis. It is anticipated that the funds will be allocated in the following manner:</p> <table> <tr> <th>Percent</th><th>Type of Improvement</th></tr> <tr> <td>58</td><td>Maintenance, Rehabilitation and Repair of Existing Roadways</td></tr> <tr> <td>33</td><td>Traffic Signal Improvements, Payment Striping and Maintenance</td></tr> <tr> <td>7</td><td>Concrete Services (ADA, Repairs and Sidewalk)</td></tr> <tr> <td>2</td><td>Pavement Management</td></tr> </table>	Percent	Type of Improvement	58	Maintenance, Rehabilitation and Repair of Existing Roadways	33	Traffic Signal Improvements, Payment Striping and Maintenance	7	Concrete Services (ADA, Repairs and Sidewalk)	2	Pavement Management
Percent	Type of Improvement										
58	Maintenance, Rehabilitation and Repair of Existing Roadways										
33	Traffic Signal Improvements, Payment Striping and Maintenance										
7	Concrete Services (ADA, Repairs and Sidewalk)										
2	Pavement Management										
Redlands	The City of Redlands intends to use Measure I dollars to partially fund the City's City Council-approved Pavement Management Program (PMP). The City's Pavement Management Program, which provides a decision making matrix in identifying streets that are priority paving projects, will be used to determine future Measure I Capital Improvement Plans.										
Rialto	The City of Rialto intends to utilize Measure I for streets and right of way maintenance programs, street reconstruction and improvements. The majority of projects are structured for implementation within the five year planned schedule. The City intends to accumulate Measure I revenue for specific large projects that may span multiple years and budget is carried forward appropriately until completion of the project(s).										
San Bernardino	<p>The City of San Bernardino will continue to place emphasis on both its regional and sub-regional arterial roadway system. At least fifty percent of our Measure I funds allocation will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand, and intersection capacity will be improved with new and modified traffic signals.</p> <p>In addition to the above Capital Improvement Program, San Bernardino will continue to allocate up to fifty percent of its annual Measure I funds towards public works maintenance activities. Maintenance work will continue to include the City's traffic signal systems, sidewalk and curb repair, and pavement repair and overlay on the local street system.</p>										
Upland	The City of Upland's existing road network is fairly well established. Therefore, the City's primary use of Measure I Funds will be for the reconstruction and maintenance of existing City streets. It is the City's intent to design and begin construction of the project the same year the project is identified in the Five-Year Capital Improvement Plan.										
Yucaipa	<ul style="list-style-type: none"> <li>The City intends to accumulate Measure I revenue for a specific large project (i.e., "pay-as-you-go").</li> <li>The Town intends to expend Measure I revenue for specific types of eligible projects and/or policy prioritization of specific programs; i.e., <ul style="list-style-type: none"> <li>o Allocation of expenditures on a split of 60% for improvements to existing facilities and 40% for new project development.</li> <li>o Dedication of revenues to maintenance of existing city center streets, which may be a strategy for built-out cities.</li> </ul> </li> </ul>										
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and Americans with Disability Act improvements) and may include projects to improve circulation, drainage and traffic control devices.										

### MEASURE I EXPENDITURE STRATEGY Colorado River Subarea

Needles	The City intends to accumulate Measure I revenue for a specific large project (i.e., "pay-as you go"). Please refer to the list of projects on the attached Five Year Capital Improvement Plan.
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and Americans with Disability Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

### MEASURE I EXPENDITURE STRATEGY Morongo Basin Subarea

Twentynine Palms	Pay as you go.
Yucca Valley	<p>Elderly/Handicapped Fund: All revenue in the Elderly and Handicapped fund is expended by the Morongo Basin Transit Authority for necessary programs.</p> <p>Local Street Program (LSP): Measure I Local Streets revenues are allocated to a number of projects, including reconstruction/rehabilitation/maintenance and engineering/design of arterials and residential roads, annual studies and/or reports such as pavement management program updates, traffic census reports, and similar activities. Local street program funds also pay expenditures for personnel on the Town's street crew.</p> <p>Major Local Highway Program (MLH): Measure I Major Local Highway revenues are managed by SBCTA. By September 30th of each year, the Town shall submit a written request to SBCTA specifying the scope of the project(s), the requested amount and other fund sources required to fully fund the project(s).</p>
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and Americans with Disability Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

### MEASURE I EXPENDITURE STRATEGY Mountains Subarea

Big Bear Lake	<p>The City's Twenty Year Measure I plan is a narrative description of the City's long-range plan for the use of Measure I funding. The City's long-term funding priorities for Measure I funding include the following:</p> <p>Enhancements to intersections which were identified in the General Plan as requiring widening and/or signalization to maintain adequate Level of Service at General Plan Build out;</p> <p>Reconstruction of arterial and collector streets which are failing due to poor pavement, base, and/or drainage conditions;</p> <p>Resurfacing and maintaining streets throughout the City based on the Pavement Management Plan.</p> <p>Both the Five-Year and the Twenty-Year Measure I Plan are consistent with the City's General Plan Circulation Element and Pavement Management Plan.</p>
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and Americans with Disability Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

## MEASURE I EXPENDITURE STRATEGY

### North Desert Subarea

#### Barstow

Each year, the City receives approximately \$1.5 million in Measure "I" funds. On September 17, 2012, the City Council approved joining the Statewide street financing program called the Total Road Improvement Program (TRIP) offered by the California Statewide Communities Development Authority (California Communities). Through the TRIP program, the City can pledge two-thirds (2/3) of its annual Measure "I" allocation towards a financing measure to raise funds for the rehabilitation and reconstruction of City streets in failing conditions.

The remaining one-third of Measure "I" allocations will be used by the City in the pavement reconstruction, preservation and maintenance of the streets.

#### San Bndo County

The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and Americans with Disability Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

## MEASURE I EXPENDITURE STRATEGY

### Victor Valley Subarea

#### Adelanto

The City of Adelanto's Measure I expenditure strategy for fiscal years 2020-2025 is to utilize existing carryover funds that have been accumulated over previous cycles with anticipated revenues over the next 5 years to complete existing projects and repair critical segments of arterial roadways. Categorical maintenance projects include potholes, crack sealing, striping and signage replacement, and concrete repairs, striping and signage replacement. This does not include carryover funds programmed for vehicles and equipment to be used for categorical maintenance. The remaining funds will be used primarily in rehabilitating roads which are in critical need or for construction of a new major street.

#### Apple Valley

Measure I Local Pass-Through Funds will be used by the Town of Apple Valley for a variety of transportation related projects, including adding capacity to our regional arterial system, reconstruction, and regular and periodic maintenance of existing roadways. These Measure I funds allocated for the Town's local street program (68%) are allocated with a minimum of 50% of the funds expended on these roads identified specifically on our plan (categorical). For those roads specifically identified within the plan, some require that the Town accumulate Measure I revenue for such large projects. The balance of these funds, up to 50% of the total fund, are identified for construction and regular maintenance chosen based on the Town's priority within the Town's Pavement Management Program (non-categorical).

#### Hesperia

The majority of Measure I revenue is planned to be utilized for the following types of eligible transportation improvements and policy prioritizations:

- Intent to allocate 50% or less of anticipated annual revenue on General Program Categorical expenditures. Specifically, the Measure I funds will be utilized annually to supplement the City's Street Division General Maintenance Program. This includes preservation and upkeep of existing and newly reconstructed roads to original constructed condition in order to maintain its integral useful life and to provide safe, convenient, and practical intercity transportation.
- Intent to allocate the remaining 50% of the anticipated annual revenue on the rebuilding and betterments of local roadways and alternative transportation. Local roadway betterments are scheduled to be completed under the Park and Ride Expansion Project, the Ranchero Road Aqueduct Crossing Project, Ranchero Road Improvements from 7th Avenue to Mariposa Road, traffic signs at Ranchero Road and Maple Avenue as well as Ranchero Road and Cottonwood Avenue, the Sultana Street Improvements, the Muscatel Street Improvements, and the Landscaping at Ranchero Road Project.
- Beginning in Fiscal Year 2018/19, the first payment of the Ranchero Road Interchange Public Share Reimbursement is due to the San Bernardino County Transportation Authority (SBCTA). This 10 year payback agreement between the City and SBCTA allowed the advancement of the Ranchero Road interchange project whereby the City borrowed its local share of the project funding from SBCTA. The City obligated Development Impact Fees (DIF) as the source of this repayment, but if insufficient DIF fees are collected, SBCTA will withhold the City's annual Measure I allocation to make the payment whole on an annual basis. Currently the City anticipates that revenue from DIF will cover the Reimbursement for fiscal years 2020-21 and 2021-2022. The Reimbursement is included in the MICIP report for future fiscal years after FY 2021-22 as a placeholder to prepare for the possibility of a reduction in DIF fees which would result in payments made from Measure I funding.

**Victorville**

The City of Victorville's Measure I Capital Improvement Expenditure Strategy balances expenditures between different categories of projects based on the City's needs. The project categories include the following: new construction; reconstruction and rehabilitation; maintenance; preliminary engineering and environmental studies; right of way acquisition; and final design. Also included are categorical expenditures for maintenance of roads, traffic controls, traffic signals, traffic engineering and the purchase of vehicles or equipment for street related purposes.

New construction can include widening existing roads and bridges, construction of bikeways, sidewalks and curb ramps as an integral part of the street system, and new traffic signals. Reconstruction and rehabilitation can include bridge improvements, removing and replacing pavement sections, asphalt-concrete overlays of one inch or more in thickness or various other methods, including re-striping for bike lanes. Maintenance of roads can include overlays less than one inch, cape seals and slurry seals. Traffic control includes the maintenance and operation of signing and striping including sign and marking replacements and new signs and markings. Traffic signal maintenance includes operations and maintenance for traffic signals and various equipment replacements or upgrades. Traffic engineering encompasses all traffic engineering activities.

**San Bndo County**

The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and Americans with Disability Act improvements) and may include projects to improve circulation, drainage and traffic control devices.



## ***Minute Action***

AGENDA ITEM: 17

***Date:*** *January 6, 2021*

***Subject:***

State and Federal Legislative Update

***Recommendation:***

Receive and file the December 2020 State and Federal Legislative Update.

***Background:***

**STATE UPDATE**

SBCTA Legislative Affairs staff, along with representatives from state advocates from California Advisors, reported to the General Policy Committee on December 9<sup>th</sup>, the results of the November 3<sup>rd</sup> elections resulted in Democrats maintaining their majority in both the Assembly and Senate.

Democrats have 60 seats in the State Assembly vs. 19 seats held by Republicans and one Independent. In the State Senate, Democrats have 30 seats vs. 9 held by Republicans, and one vacant seat.

As for the members of the San Bernardino County state delegation, the election results were:

Senate District 21

Senator Scott Wilk defeated Kipp Mueller by 50.8% to 49.2%.

Senate District 23

Rosilicie Ochoa Bogh defeated Abigail Medina by 52.5% to 47.5% for the seat held by termed out Senator Mike Morrell.

Senate District 25

Senator Anthony Portantino was reelected with 64% of the vote.

Senate District 29

Former Senator Josh Newman defeated Senator Ling Ling Chang by 51% to 49%.

Assembly District 33

Thurston Smith won with 55% of the vote.

Assembly District 36

Assemblyman Tom Lackey was reelected with 55% of the vote.

Assembly District 40

Assemblyman James Ramos was reelected with 58% of the vote.

Assembly District 41

Assemblyman Chris Holden was reelected with 65% of the vote.

Assembly District 42

Assemblyman Chad Mayes was reelected with 56% of the vote.

Assembly District 47

Assemblywoman Eloise Gomez Reyes was reelected with 69% of the vote.

Assembly District 52

Assemblyman Freddie Rodriguez was reelected with 68% of the vote.

Assembly District 55

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

Assemblyman Phillip Chen was reelected with 55% of the vote.

The State Legislature will reconvene for the 2021-2022 legislative session on January 4, 2021.

### **FEDERAL UPDATE**

On December 14, 2020, the Electoral College affirmed Former Vice President Joe Biden was elected the 46th President of the United States on November 3, 2020 with 51% of the popular vote and 306 electoral votes.

Democrats retained majority in the House of Representatives with 222 seats vs. 212 held by Republicans with one seat still too close to call.

Republicans retained 50 seats in the Senate vs. 48 seats held by Democrats. Both Georgia Senate seats will go to a runoff election in early January 2021 to decide which party controls the Senate in the next Congressional session.

As for the members of the San Bernardino County federal delegation, the election results were:

Congressional District 8

Assemblyman Jay Obernolte was elected with 56% of the vote.

Congressional District 27

Congresswoman Judy Chu was reelected with 70% of the vote.

Congressional District 31

Congressman Pete Aguilar was reelected with 61% of the vote.

Congressional District 35

Congresswoman Norma Torres was reelected with 69% of the vote.

Congressional District 39

Congressman Gil Cisneros was defeated by former Assembly member Young Kim, 51% to 49%.

On November 19, 2020, Congressman Aguilar was elected Vice Chair of the House Democratic Caucus, the number six slot in House Democratic leadership.

Work on the Fiscal Year (FY) 2021 omnibus spending package continues, but members of the House and Senate are making steady progress in passing spending bills. On December 11, 2020, Congress passed H.R. 8900, and President Trump signed, a one week extension of the Continuing Resolution (CR) that was set to expire on that day. Congress could pass another short term CR if work on a spending package is not complete by December 18, 2020. In regards to a COVID stimulus package, negotiations continue on a compromise between the House's \$2.2 trillion HEROES Act and the Senate's \$500 billion HEALS Act.

On December 4, 2020, a bipartisan group of Congress members proposed a \$908 billion stimulus relief package as a basis for negotiations. This plan contains \$160 billion for state and local governments and \$45 billion for transportation, including \$15 billion for transit relief. Negotiations with Congress and the White House are expected to last until early January 2021.

### ***Financial Impact:***

This item has no impact on the Fiscal Year 2020/2021 Budget.

### ***Reviewed By:***

This item was received by the General Policy Committee on December 9, 2020.

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

Board of Directors Agenda Item  
January 6, 2021  
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***Responsible Staff:***

Louis Vidaure, Management Analyst II

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 18

***Date: January 6, 2021***

***Subject:***

Hearings to Consider Resolutions of Necessity for Parcels for Interstate 10 Cedar Avenue Interchange Improvement Project in the Unincorporated Community of Bloomington

***Recommendation:***

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

- A. Conduct public hearings to consider condemnation of real property required for the Interstate 10 Cedar Avenue Interchange Project in the unincorporated community of Bloomington; and
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-019 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Golden Harvest Investments, LLC (Assessor's Parcel Number [APN] 0252-161-65) (hereinafter "Golden Harvest Property"). The Resolution must be approved by at least a two-thirds majority; and
- C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-024 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Irfan Nazir (APN 0253-203-38) (hereinafter "Nazir Property"). The Resolution must be approved by at least a two-thirds majority; and
- D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-025 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: The Hector L. Mojica and Josefina Z. Mojica, Trustees, or their successors in Trust, under the Hector L. Mojica and Josefina Z. Mojica Living Trust of 2006, and any amendments thereto (APN 0253-203-36) (hereinafter "Mojica Trust Property"). The Resolution must be approved by at least a two-thirds majority; and
- E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-026 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Apostolic Assembly of the Faith in Christ Jesus (APN 0253-205-24) (hereinafter "Apostolic Assembly Property"). The Resolution must be approved by at least a two-thirds majority; and
- F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-027 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Francisco Javier Cesena Sanchez, an unmarried man (APNs 0253-205-26 and 0253-205-27) (hereinafter "Sanchez Property"). The Resolution must be approved by at least a two-thirds majority; and

*Entity: San Bernardino County Transportation Authority*

G. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-028 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: George M. Gomez and Alice A. Gomez, Co-Trustees of George M. and Alice A. Gomez Revocable Trust (APN 0253-205-25) (hereinafter “Gomez Trust Property”). The Resolution must be approved by at least a two-thirds majority; and

H. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-029 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Gregorio Cota and Maria Cota, husband and wife, as community property with rights of survivorship (APN 0253-205-28) (hereinafter “Cota Property”). The Resolution must be approved by at least a two-thirds majority; and

I. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-030 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Victor M. Del Rio and Maria H. Del Rio, husband and wife as joint tenants (APN 0253-205-21) (hereinafter “Del Rio Property”). The Resolution must be approved by at least a two-thirds majority; and

J. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-031 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property from: Secure RV Storage, Inc. (APN 0253-241-07) (hereinafter “Secure RV Property”). The Resolution must be approved by at least a two-thirds majority.

***Background:***

On December 5, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 18-1001962 with the County of San Bernardino (County) which defined the roles and funding responsibilities for the Right-of-Way (ROW) and Construction phases for the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (Project). Under this agreement, SBCTA is the lead agency for the ROW phase with the County Real Estate Services Department (County RESD) acting as the ROW agent. At the same meeting, the SBCTA Board authorized staff to complete the appraisal of properties identified and to make offers of just compensation to the property owners for the acquisition of property necessary for the Project.

The purpose of this agenda item is to present information regarding the upcoming Hearings for Resolutions of Necessity for nine (9) properties in which interests are needed for construction of the Project. SBCTA’s ROW agent, County RESD, presented offers to each of the following property owners:

- Golden Harvest Investments, LLC
- Irfan Nazir
- The Hector L. Mojica and Josefina Z. Mojica, Trustees, or their successors in Trust, under the Hector L. Mojica and Josefina Z. Mojica Living Trust of 2006, and any amendments thereto

- Apostolic Assembly of the Faith in Christ Jesus
- Francisco Javier Cesena Sanchez
- George M. Gomez and Alice A. Gomez, Co-Trustees of George M. and Alice A. Gomez Revocable Trust
- Gregorio Cota and Maria Cota
- Victor M. Del Rio and Maria H. Del Rio
- Secure RV Storage, Inc.

Although negotiations are ongoing, dialogue with the property owners listed have not yet resulted in settlements. Interests in these properties need to be acquired through eminent domain which requires compliance with a statutorily-prescribed process. During the eminent domain process, SBCTA's ROW agent will continue to negotiate with the property owners and attempt to achieve negotiated sales for the necessary property interests.

***Support for the Resolutions of Necessity:***

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the property interests needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that the property interests are obtained to meet the scheduled start of construction in late 2021.

In order to adopt the Resolutions of Necessity, SBCTA must make four findings for each of the property interests. The issue of just compensation for these property interests is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are as described below.

**1. The public interest and necessity require the Project.**

The Project is located at I-10 Cedar Avenue in the unincorporated community of Bloomington and is needed to address existing traffic operational deficiencies and congestion within the Project vicinity. The I-10 Cedar Avenue Interchange is the highest priority in the Measure I 2010-2040 Freeway Interchange Program. This location experiences high levels of traffic congestion. The proposed improvements are necessary to increase traffic capacity and enhance traffic operations and safety to reduce existing and forecasted congestion in the vicinity of the interchange.

The Project includes the following improvements:

- Widen Cedar Avenue between Bloomington Avenue and Orange Street from 3 to 4 lanes in each direction.
- Widen I-10 Cedar interchange ramps.
- Add turn lanes at the interchange intersections.
- Widen I-10 Cedar Avenue overcrossing bridge.
- Replace Cedar Avenue Union Pacific Railroad overhead bridge.
- Rehabilitate pavement between Orange Street and Slover Avenue.

**2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.**

During the initial phase of the Project development, four alternatives (alternatives 2A, 2B, 2C and 2D) were identified in the Project Study Report. In the Project Approval and Environmental Approval phase, alternatives 2B, 2C and 2D were eliminated taking into consideration the cost, physical geometric constraints, traffic disruption, construction staging issues, and environmental impacts of these alternatives. A new alternative (2E) was developed after the three alternatives were eliminated. Upon further review by the project development team, alternative 2A was selected as it has the least ROW impacts to the community in addition to the other technical advantages. Subsequent to the environmental approval of the Project, the selected alternative was further revised to reduce the footprint of the Project based on a Supplemental Traffic Operations Report prepared in 2016. The revised alternative further reduces the number of properties that need to be acquired for the Project by avoiding the public school and private properties south of Orange Street and along Slover Avenue. The current design minimizes the property required for the Project, but still requires partial acquisitions and temporary construction easements in some areas. County RESD has had numerous communications with the property owners about their needs in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good through construction of the Project.

**3. The property interests sought to be acquired are necessary for the Project.**

While some of the Project is being constructed within existing ROW, some acquisitions from the subject properties is needed to allow for existing roadbed widening, bridge replacement, sound walls, drainage systems, and required utility relocations. For the subject properties, the following ROW interests are required:

- Golden Harvest Property: A temporary construction easement is needed for construction of the proposed sound wall and to tie in fencing.
- Nazir Property: A temporary construction easement is needed for construction of the proposed retaining wall.
- Mojica Trust Property: A temporary construction easement is needed for construction of the proposed retaining wall.
- Apostolic Assembly Property: A temporary construction easement is needed for construction of the proposed sound wall and to tie in fencing.
- Sanchez Property: A temporary construction easement is needed for construction of the proposed sound wall and to tie in fencing.
- Gomez Trust Property: A temporary construction easement is needed for construction of the proposed sound wall and to tie in fencing.
- Cota Property: A temporary construction easement is needed for construction of the proposed sound wall and to tie in fencing.



- Del Rio Property: A temporary construction easement is needed for construction of the proposed sound wall and to tie in fencing.
- Secure RV Property: A temporary construction easement is needed for construction of the proposed sound wall and to tie in fencing.

**4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.**

The temporary rights needed from properties listed below were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The offer for the Golden Harvest Property was sent on October 6, 2020.
- The offer for the Nazir Property was sent on October 5, 2020.
- The offer for the Mojica Trust Property was sent on October 21, 2020.
- The offer for the Apostolic Assembly Property was sent on October 20, 2020.
- The offer for the Sanchez Property was sent on October 19, 2020.
- The offer for the Gomez Trust Property was sent on October 19, 2020.
- The offer for the Cota Property was sent on October 19, 2020.
- The offer for the Del Rio Property was sent on October 21, 2020.
- The offer for the Secure RV Property was sent on October 21, 2020.

Upon completion of the Project, SBCTA will transfer property interests acquired for this Project to the County for those real property interests that will be incorporated into the County facility.

***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0897 I-10 Cedar Avenue Interchange.

***Reviewed By:***

This item was reviewed and recommended (17-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 10, 2020. SBCTA General Counsel has reviewed this item and the draft resolutions.

***Responsible Staff:***

Timothy Byrne, Project Delivery Manager

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

# Attachment A

## PowerPoint Presentation

# I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT

## RESOLUTION OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Tim Byrne  
SBCTA Project Delivery Manager



**cta**

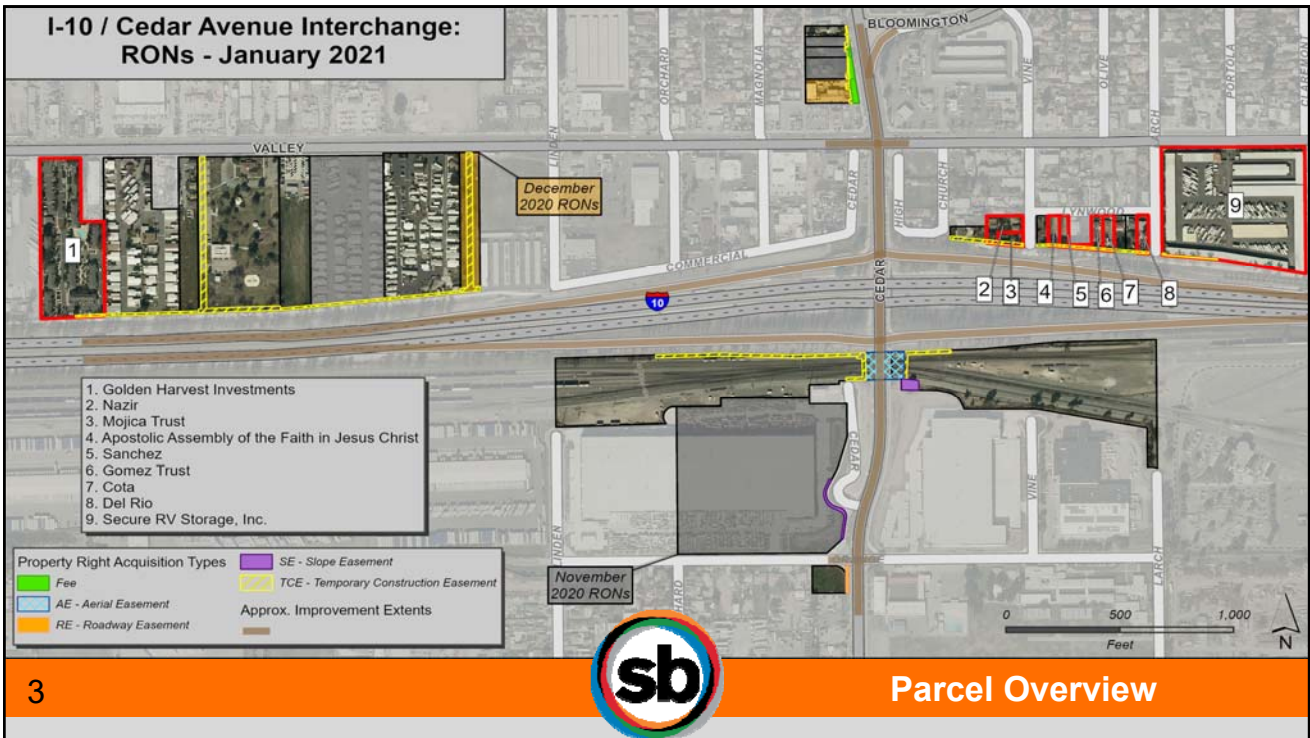
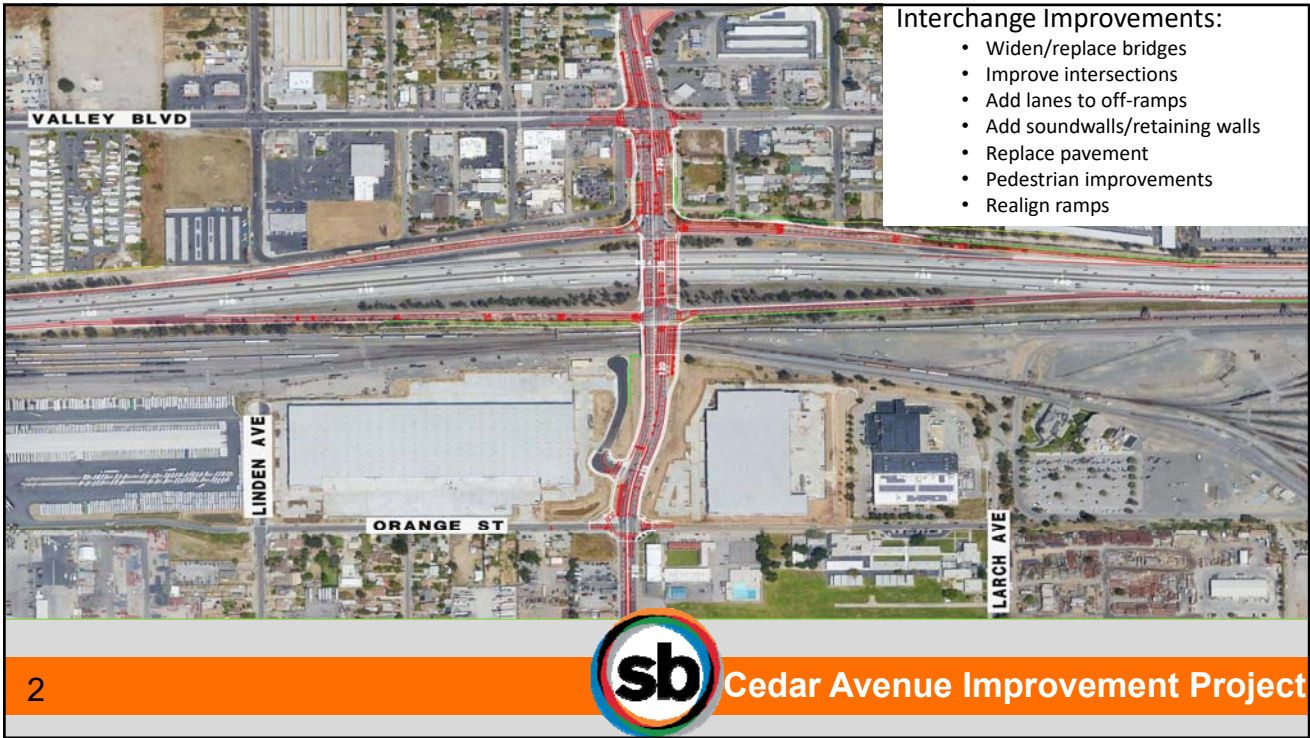
San Bernardino County  
Transportation Authority

Board of Directors  
January 6, 2021

### SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner









4



Golden Harvest Property

**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

APN(s): 0252-161-65

Owner: Golden Harvest Investments, LLC

 TCE - Temporary Construction Easement

**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE 1,282





5



Nazir Property

**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

APN(s): 0253-203-32

Owner: Irfan Nazir (July 11, 2019)

 TCE - Temporary Construction Easement

**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE 805



Attachment: RON Presentation (7295 : I-10 Cedar RONs)



0 45 90 Feet

**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

**APN(s):** 0253-203-36

**Owner:** Hector L. Mojica, Trust

 **TCE - Temporary Construction Easement**


**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE	1,772
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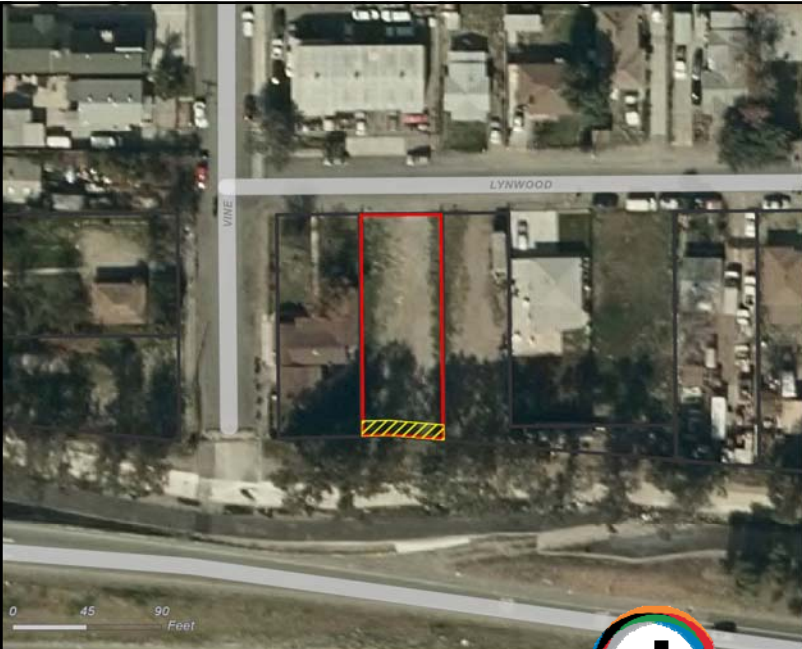


0 45 90 Feet

6



**Mojica Trust Property**




0 45 90 Feet

**I-10 / Cedar Avenue Interchange:  
RON - January 2021**


**APN(s):** 0253-205-24

**Owner:** Apostolic Assembly of the Faith in Jesus Christ

 **TCE - Temporary Construction Easement**


**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE	502
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0 45 90 Feet

7



**Apostolic Assembly Property**





0 45 90 Feet

**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

**APN(s):** 0253-205-26  
0253-205-27

**Owner:** Francisco Javier Cesena  
Sanchez

 **TCE - Temporary Construction Easement**

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**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE	1,408
-----	-------



Highway Church Vine Valley Rialto

8



Sanchez Property



0 45 90 Feet

**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

**APN(s):** 0253-205-25

**Owner:** George M. Gomez, Trust

 **TCE - Temporary Construction Easement**

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**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE	503
-----	-----



Highway Church Vine Valley Rialto

9



Gomez Trust Property



**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

**APN(s):** 0253-205-28

**Owner:** Gregorio Cota

**TCE - Temporary Construction Easement**

**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE

503

10

Cota Property

**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

**APN(s):** 0253-205-21

**Owner:** Victor M. Del Rio, et ux

**TCE - Temporary Construction Easement**

**Requirement Type(s) & Area(s) (in sq. ft.)**

TCE

501

11

Del Rio Property



**I-10 / Cedar Avenue Interchange:  
RON - January 2021**

**APN(s):** 0253-241-07

**Owner:** Secure RV Storage, Inc.

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 **TCE - Temporary Construction Easement**

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**Requirement Type(s) & Area(s) (in sq. ft.)**


TCE 663




12

Secure RV Storage Property

Item No.	Ownership	Date of First Contact	Mailings	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts *	Total
B.	Golden Harvest	1/27/2020	3	0	3	4	0	0	10
C.	Nazir	1/27/2020	1	0	4	2	0	0	7
D.	Mojica Trust	1/27/2020	2	1	6	0	0	0	9
E.	Apostolic Assembly	1/27/2020	1	0	4	4	0	0	9
F.	Sanchez	1/27/2020	2	0	4	0	0	0	6
G.	Gomez Trust	1/27/2020	3	1	0	1	0	0	5
H.	Cota	1/27/2020	2	1	4	4	0	0	11
I.	Del Rio	1/27/2020	3	1	0	0	0	0	4
J.	Secure RV Storage	1/27/2020	1	0	1	6	0	0	8
* Property visit, phone call and/or email with no response									
Communication as of December 7, 2020									

13

Communication Summary

Item	Ownership	Offer Date
B.	Golden Harvest	10/6/2020
C.	Nazir	10/5/2020
D.	Mojica Trust	10/21/2020
E.	Apostolic Assembly	10/20/2020
F.	Sanchez	10/19/2020
G.	Gomez Trust	10/19/2020
H.	Cota	10/19/2020
I.	Del Rio	10/21/2020
J.	Secure RV Storage	10/21/2020
<div>14</div> <div>  <b>Offer of Just Compensation</b> </div>		

<p align="center"><b>SBCTA ADOPT A RESOLUTION OF NECESSITY BASED ON THE FOLLOWING FINDINGS:</b></p> <ol style="list-style-type: none"> <li>1. The public interest and necessity require the proposed project</li> <li>2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury</li> <li>3. The real property to be acquired is necessary for the project</li> <li>4. The offer of just compensation has been made to the property owner</li> </ol>		
<div>15</div> <div>  <b>Staff Recommendation</b> </div>		

**THANK YOU**



**RESOLUTION OF NECESSITY No. 21-019**  
**GOLDEN HARVEST PROPERTY**  
**(APN 0252-161-65)**

Attachment: Golden Harvest - final RON (7295 : I-10 Cedar RONS)

**RESOLUTION NO. 21-019**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0252-161-65**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 18181 Valley Blvd., in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Golden Harvest - final RON (7295 : I-10 Cedar RONs)



**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.



Section 2.     Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3.     Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4.     Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5.     Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6.     Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7.     Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

---

Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

---

Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Golden Harvest - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Golden Harvest - final RON (7295 : I-10 Cedar RONS)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0252-161-65

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months, a portion of which shall be exclusive (subject to the rights and limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of eight (8) consecutive months within the forty-two (42) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the rights and limitations set forth below. SBCTA's use and occupancy of the TCE during the remaining thirty-four (34) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the Construction Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0252-161-65**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

That portion of the Lot 104 of Marygold Acres in the unincorporated area of the County of San Bernardino, State of California, per map recorded in Book 19, Page 15 of Maps in the office of the County Recorder of said County, included within a strip of land, 10.00 feet wide, the southerly line of said strip of land being described as follows:

**BEGINNING** at the intersection of the east line of said Lot 104 with the northerly line of the land described in a Grant Deed to the State of California recorded June 1, 1982 as Instrument No. 82-106018 of Official Records in the office of said County Recorder; thence along said northerly line the following two courses:

- 1.) South 88°03'25" West 11.35 feet and
- 2.) South 87°09'33" West 116.66 feet to the **POINT OF TERMINATION**.

The sideline of said strip of land shall be prolonged or shortened as necessary to terminate in the east line of said Lot 104

The above described parcel contains 1,282 square feet, more or less.

The bearings and distances used in the above description based are on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

Signature: \_\_\_\_\_

Professional Land Surveyor

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

September 29, 2020

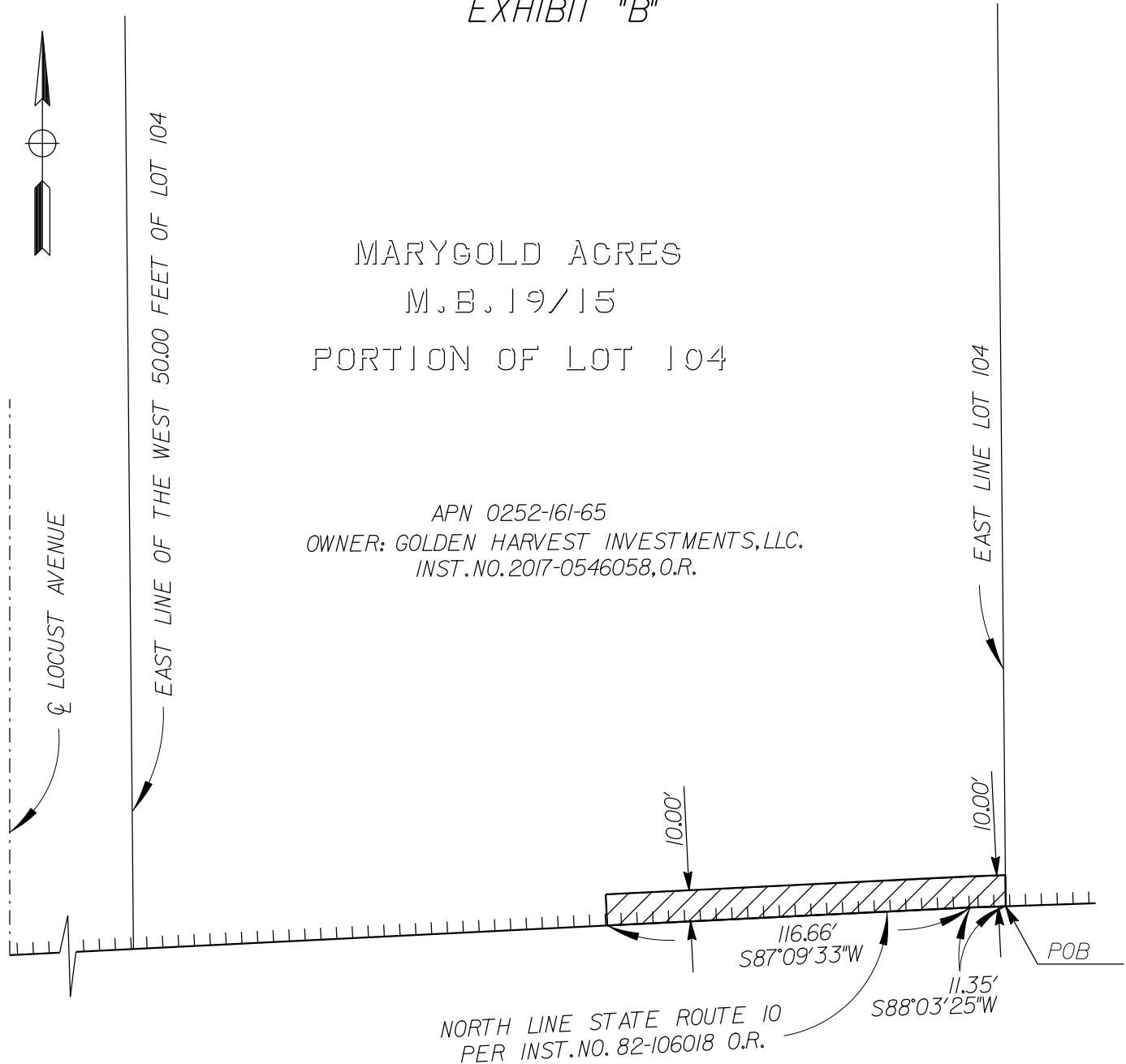


Attachment: Golden Harvest - final RON (7295 : I-10 Cedar RONs)

## EXHIBIT "B"

MARYGOLD ACRES  
M.B. 19/15  
PORTION OF LOT 104

APN 0252-161-65  
OWNER: GOLDEN HARVEST INVESTMENTS, LLC.  
INST. NO. 2017-0546058, O.R.



STATE ROUTE 10

||||| INDICATES ACCESS CONTROL

 INDICATES AREA TO BE ACQUIRED FOR  
TEMPORARY CONSTRUCTION PURPOSES  
AREA = 1282 SQ.FT.

Coordinates and bearings are based  
on CCS 1983 (2007.0) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0252-161-65  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 03/14/19  
SHEET 1 OF 1

**RESOLUTION OF NECESSITY No. 21-024**  
**NAZIR PROPERTY**  
**(APN 0253-203-38)**

Attachment: Nazir - final RON (7295 : I-10 Cedar RONS)



**RESOLUTION NO. 21-024**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0253-203-38**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 10162 and 10166 Vine Street, in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Nazir - final RON (7295 : I-10 Cedar RONs)

**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2.     Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3.     Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4.     Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5.     Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6.     Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7.     Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

---

Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

---

Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Nazir - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Nazir - final RON (7295 : I-10 Cedar RONS)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0253-203-38

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months ("TCE Period"). SBCTA's use and occupancy of the TCE will be, subject to the rights and limitations set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE Period will commence.
- During the TCE Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the TCE Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-203-38**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

That portion of Lot 3, Block 7 as shown on Map of Townsite of Bloomington, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 12, Page 34 of Maps in the office of the County Recorder of said County, included within a strip of land, 16.00 feet wide, the southerly line of said strip of land being the southerly line of the land described in a Notice of Merger recorded April 20, 2020 in Document No. 2020-0135197 of Official Records in the office of said County Recorder.

The above described parcel contains 805 square feet, more or less.

The bearings and distances used in the above description based are on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

Signature:   
Professional Land Surveyor

Date: November 20, 2020

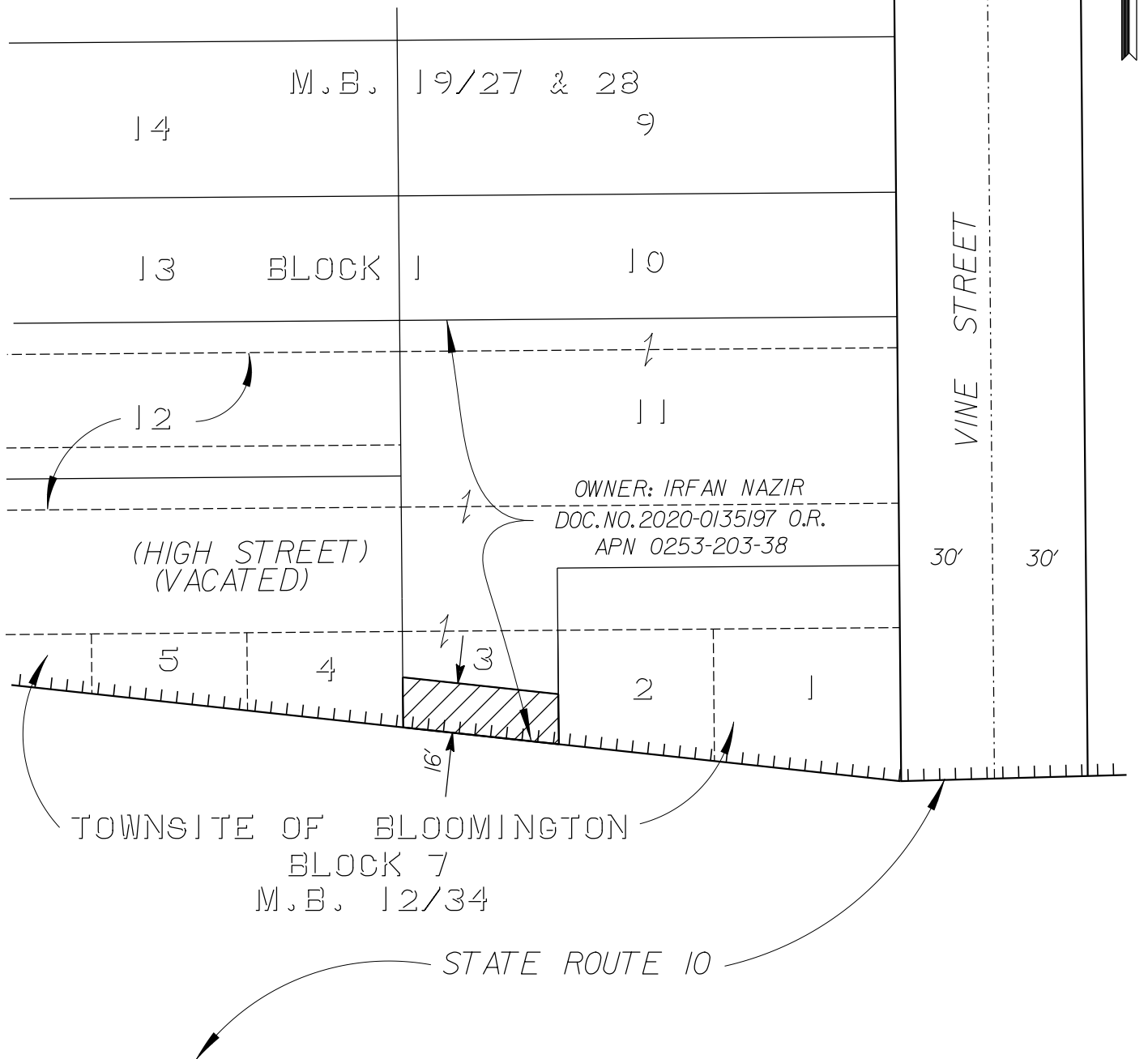


Attachment: Nazir - final RON (7295 : I-10 Cedar RONs)



## EXHIBIT "B"

MAP OF BLOOMINGTON VILLA LOTS AND  
RE-SUBDIVISION OF A PART OF THE  
TOWNSHIP OF BLOOMINGTON



Attachment: Nazir - final RON (7295 : I-10 Cedar RONs)

Coordinates and bearings are based  
on CCS 1983 (2007.0) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-203-38  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 11/20/20  
SHEET 1 OF 1

**RESOLUTION OF NECESSITY No. 21-025**  
**MOJICA TRUST PROPERTY**  
**(APN 0253-203-36)**

Attachment: Mojica - final RON (7295 : I-10 Cedar RONS)

**RESOLUTION NO. 21-025**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0253-203-36**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 10176 Vine Street, in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Mojica - final RON (7295 : I-10 Cedar RONs)

**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2.     Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3.     Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4.     Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5.     Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6.     Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7.     Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

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Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Mojica - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Mojica - final RON (7295 : I-10 Cedar RONS)



TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0253-203-36

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months ("TCE Period"). SBCTA's use and occupancy of the TCE will be subject to the rights and limitations set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owners and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE Period will commence.
- During the TCE Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the TCE Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-203-36**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

Those portions of Lots 1 and 2, Block 7 as shown on Map of Townsite of Bloomington, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 12, Page 34 of Maps in the office of the County Recorder of said County, included within a strip of land, 16.00 feet wide, the southerly line of said strip of land being the northerly line of the land described in a Grant Deed recorded March 4, 1965 in Book 6342, Page 975 of Official Records in the office of said County Recorder.

The above described parcel contains 1,772 square feet, more or less.

The bearings and distances used in the above description based are on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

Signature: \_\_\_\_\_

*Stanley B. Versteeg*

Professional Land Surveyor

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

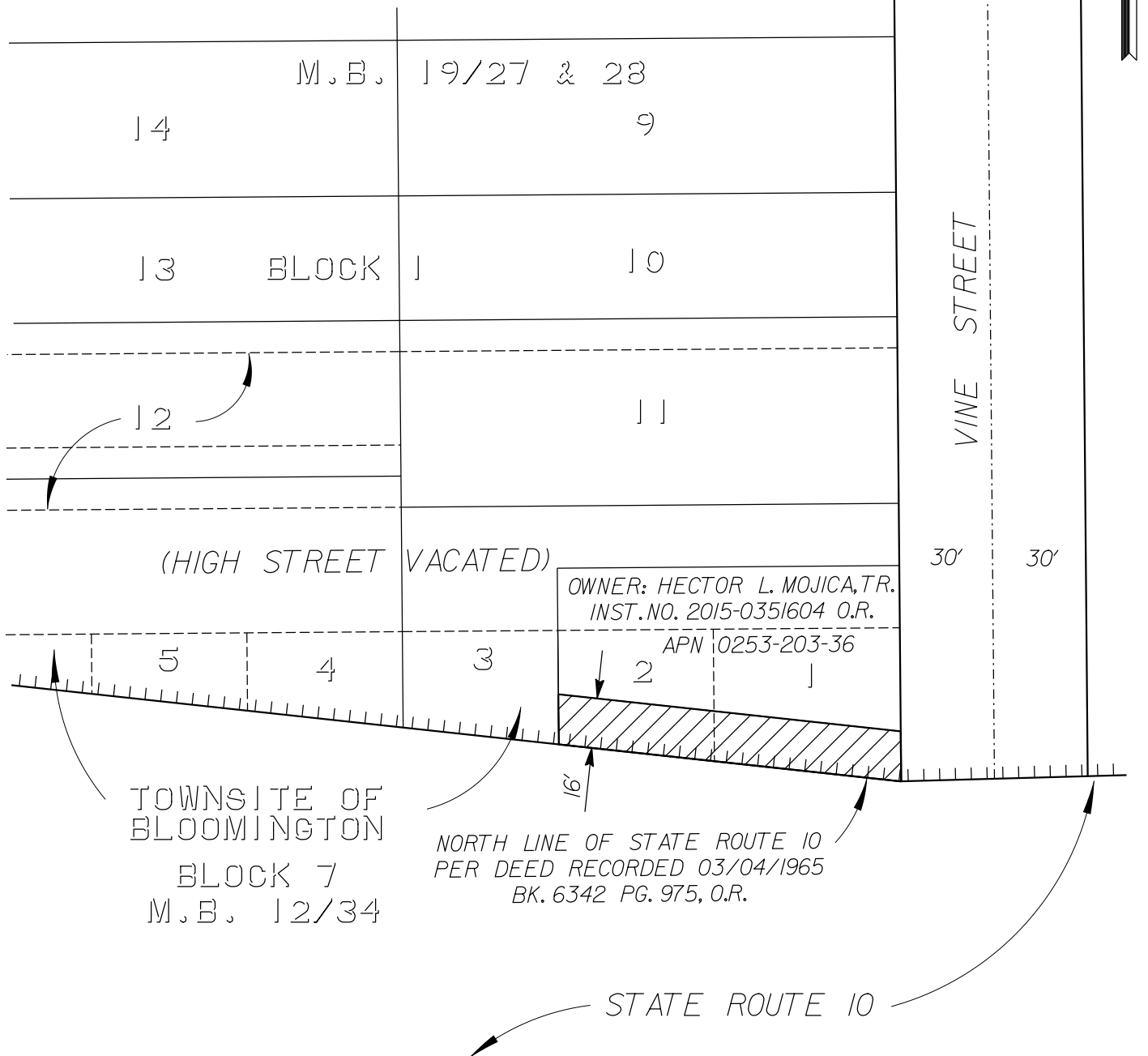
September 29, 2020



Attachment: Mojica - final RON (7295 : I-10 Cedar RONs)

## EXHIBIT "B"

MAP OF BLOOMINGTON VILLA LOTS AND  
RE-SUBDIVISION OF A PART OF THE  
TOWNSHIP OF BLOOMINGTON



 INDICATES AREA TO BE ACQUIRED FOR  
TEMPORARY CONSTRUCTION PURPOSES  
AREA = 1,772 SQ.FT.

 INDICATES ACCESS CONTROL

Coordinates and bearings are based  
on CCS 1983 (2007.0) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-203-36  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 07/13/20  
SHEET 1 OF 1

**RESOLUTION OF NECESSITY No. 21-026**  
**APOSTOLIC ASSEMBLY PROPERTY**  
**(APN 0253-205-24)**

Attachment: Apostolic Assembly - final RON (7295 : I-10 Cedar RONS)

**RESOLUTION NO. 21-026**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0253-205-24**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 18827 Lynwood Street, in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Apostolic Assembly - final RON (7295 : I-10 Cedar RONs)

**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5. Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,



is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

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Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Apostolic Assembly - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Apostolic Assembly - final RON (7295 : I-10 Cedar RONS)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0253-205-24

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months ("TCE Period"). SBCTA's use and occupancy of the TCE will be subject to the rights and limitations set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupant of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE Period will commence.
- During the TCE Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the TCE Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-205-24**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

Those portions of Lots 2 and 19, Block I of Map of Bloomington Villa Lots and re-subdivision of a part of the Townsite of Bloomington, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 19, Pages 27 and 28 of Maps in the office of the County Recorder of said County included within a strip of land, 10.00 feet wide, the southerly line of said strip of land being the southerly line of the land described in Grant Deed recorded October 30, 2017 in Document No. 2017-0447976 of Official Records in the office of said County Recorder.

The above described parcel contains 502 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

Signature: \_\_\_\_\_

  
 Kevin Wingate, P.L.S.

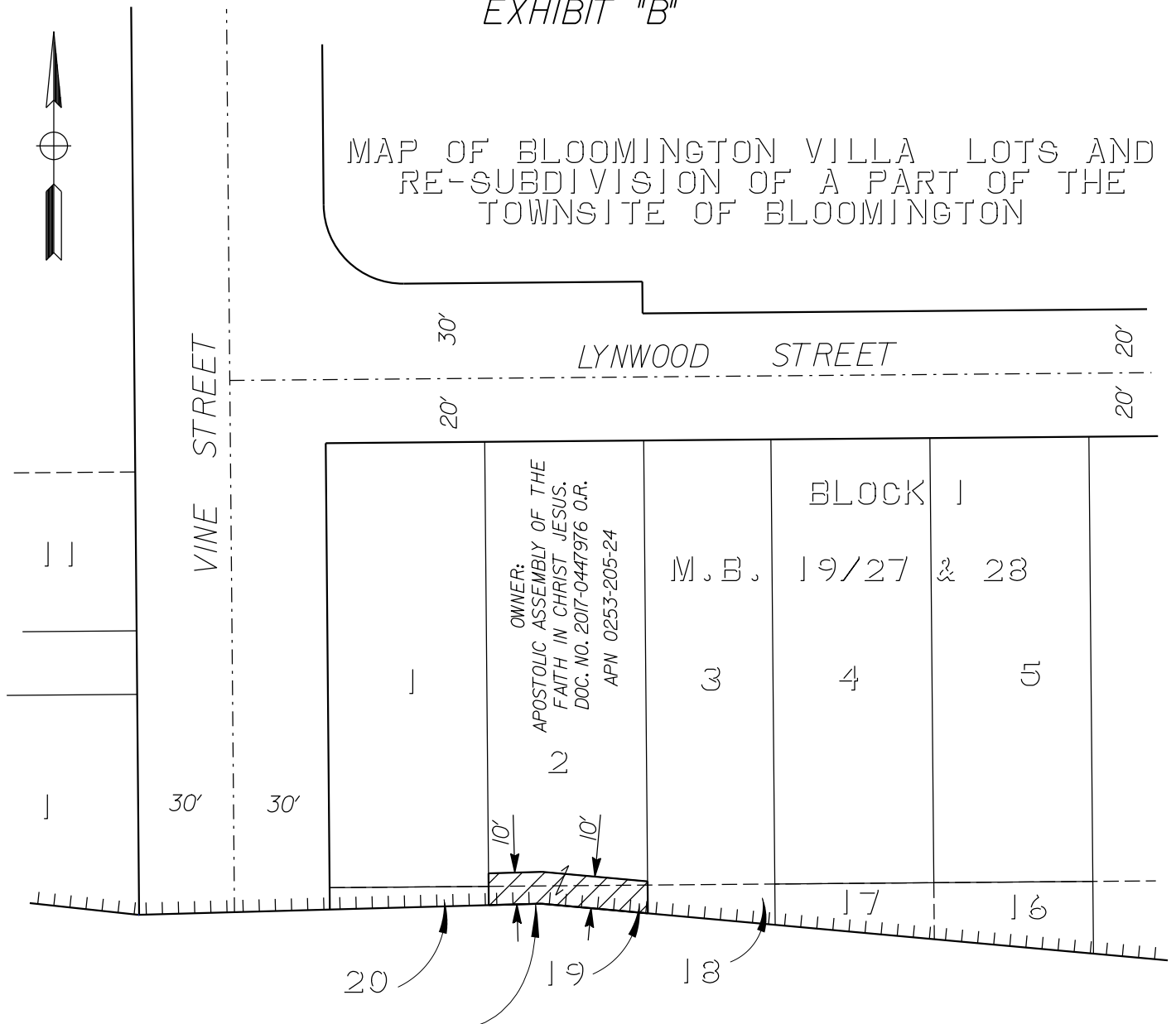
Date: \_\_\_\_\_

September 29, 2020



Attachment: Apostolic Assembly - final RON (7295 : I-10 Cedar RONs)

## EXHIBIT "B"

MAP OF BLOOMINGTON VILLA LOTS AND  
RE-SUBDIVISION OF A PART OF THE  
TOWNSITE OF BLOOMINGTON

 INDICATES AREA TO BE ACQUIRED FOR  
TEMPORARY CONSTRUCTION PURPOSES  
AREA = 502 SQ.FT.

 INDICATES ACCESS CONTROL

Coordinates and bearings are based  
on CCS 1983 (2007.00) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-205-24  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 03/20/20  
SHEET 1 OF 1

**RESOLUTION OF NECESSITY No. 21-027**  
**SANCHEZ PROPERTY**  
**(APNs 0253-205-26 and 0253-205-27)**

Attachment: Sanchez - final RON (7295 : I-10 Cedar RONS)

**RESOLUTION NO. 21-027**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NOS. 0253-205-26 and 0253-205-27**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 18837 and 18853 Lynwood Street, in Bloomington, County of San Bernardino, California (collectively, the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Sanchez - final RON (7295 : I-10 Cedar RONS)



**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2.     Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3.     Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4.     Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5.     Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6.     Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7.     Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

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Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Sanchez - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Sanchez - final RON (7295 : I-10 Cedar RONS)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel Nos.: 0253-205-26 and 0253-205-27

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months ("TCE Period"). SBCTA's use and occupancy of the TCE will be, subject to the rights and limitations set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupant of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE Period will commence.
- During the TCE Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the TCE Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-205-26 & 27**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

Those portions of Lots 3, 16, 17 and 18, Block I of Map of Bloomington Villa Lots and re-subdivision of a part of the Townsite of Bloomington, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 19, Pages 27 and 28 of Maps in the office of the County Recorder of said County included within a strip of land, 10.00 feet wide, the southerly line of said strip of land being the southerly line of the land described as Parcels 1 and 2 in a Grant Deed recorded December 30, 2009 in Document No. 2009-0577232 of Official Records in the office of said County Recorder.

The above described parcel contains 1,408 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

Signature: \_\_\_\_\_

  
 Kevin Wingate, P.L.S.

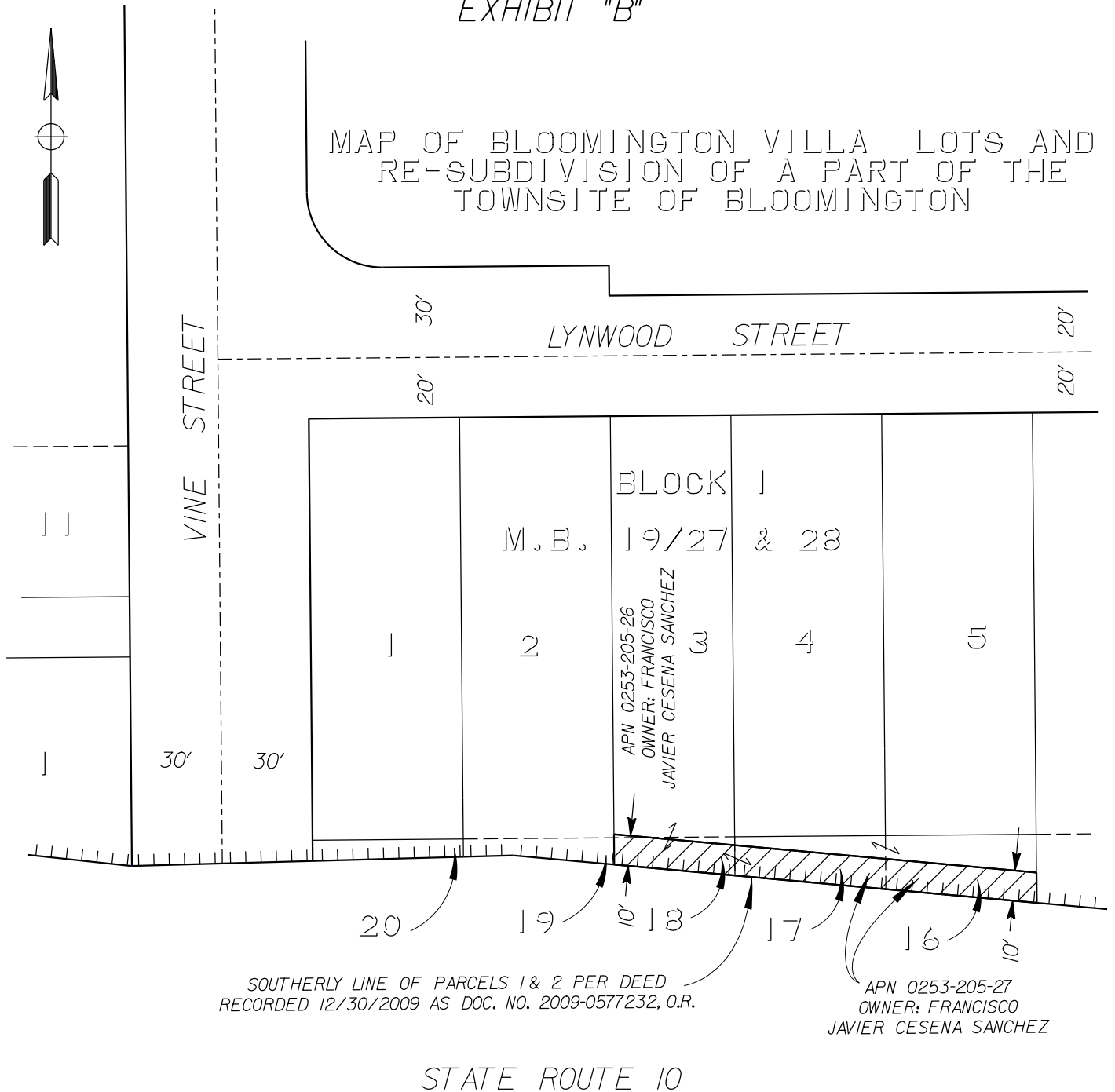
Date: \_\_\_\_\_

September 29, 2020



Attachment: Sanchez - final RON (7295 : I-10 Cedar RONs)

## EXHIBIT "B"

MAP OF BLOOMINGTON VILLA LOTS AND  
RE-SUBDIVISION OF A PART OF THE  
TOWNSITE OF BLOOMINGTON

Attachment: Sanchez - final RON (7295 : I-10 Cedar RONs)

Coordinates and bearings are based  
on CCS 1983 (2007.00) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-205-26 & 27  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 03/20/20  
SHEET 1 OF 1



**RESOLUTION OF NECESSITY No. 21-028**  
**GOMEZ TRUST PROPERTY**  
**(APN 0253-205-25)**

Attachment: Gomez - final RON (7295 : I-10 Cedar RONs)

**RESOLUTION NO. 21-028**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0253-205-25**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 18857 Lynwood Street, in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Gomez - final RON (7295 : I-10 Cedar RONs)

**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2.     Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3.     Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4.     Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5.     Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6.     Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7.     Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

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Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Gomez - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Gomez - final RON (7295 : I-10 Cedar RONs)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0253-205-25

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months, a portion of which shall be exclusive (subject to the rights and limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of six (6) consecutive months within the forty-two (42) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the rights and limitations set forth below. SBCTA's use and occupancy of the TCE during the remaining thirty-six (36) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owners and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the Construction Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.



**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-205-25**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

That portion of Lot 15, Block I of Map of Bloomington Villa Lots and re-subdivision of part of the Townsite of Bloomington, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 19, Pages 27 and 28 of Maps in the office of the County Recorder of said County included within a strip of land, 10.00 feet wide, the southerly line of said strip of land being the southerly line of the land described in a Grant Deed recorded December 12, 2006 in Document No. 2006-0857642 of Official Records in the office of said County Recorder.

The above described parcel contains 503 square feet, more or less.

The bearings and distances used in the above description based are on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

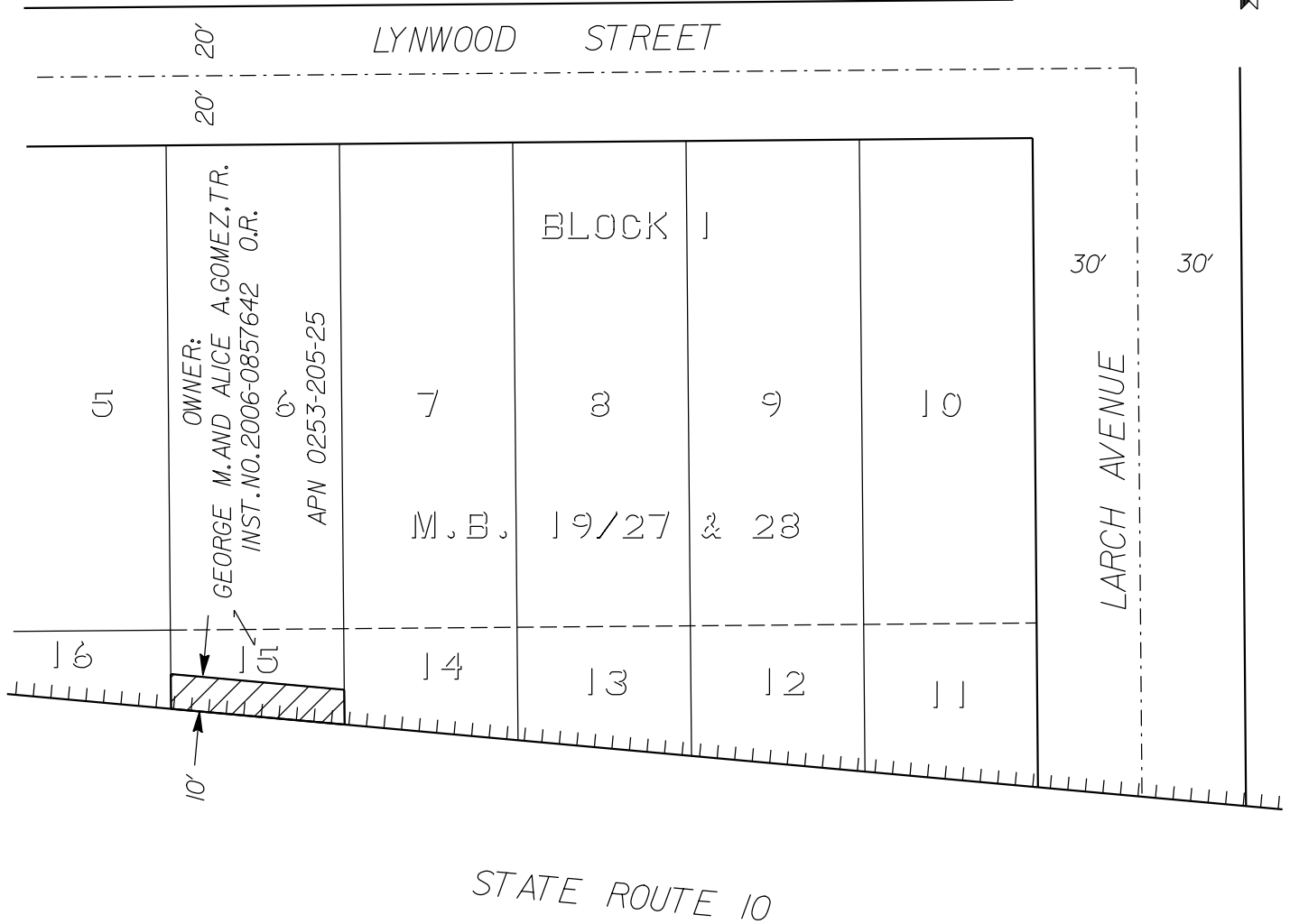
Signature:   
Professional Land Surveyor

Date: September 29, 2020

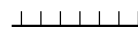


Attachment: Gomez - final RON (7295 : I-10 Cedar RONs)

## EXHIBIT "B"

MAP OF BLOOMINGTON VILLA LOTS AND  
RE-SUBDIVISION OF A PART OF THE  
TOWNSHIP OF BLOOMINGTON

INDICATES AREA TO BE ACQUIRED FOR  
TEMPORARY CONSTRUCTION PURPOSES  
AREA = 503 SQ. FT.



INDICATES ACCESS CONTROL

Coordinates and bearings are based  
on CCS 1983 (2007.0) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-205-25  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 03/26/19  
SHEET 1 OF 1

**RESOLUTION OF NECESSITY No. 21-029**  
**COTA PROPERTY**  
**(APN 0253-205-28)**

Attachment: Cota - final RON (7295 : I-10 Cedar RONs)

**RESOLUTION NO. 21-029**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0253-205-28**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 18873 Lynwood Street, in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Cota - final RON (7295 : I-10 Cedar RONs)

**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Attachment: Cota - final RON (7295 : I-10 Cedar RONs)

Section 2.     Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3.     Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4.     Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5.     Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6.     Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7.     Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

---

Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Cota - final RON (7295 : I-10 Cedar RONs)



# EXHIBIT "1"

Attachment: Cota - final RON (7295 : I-10 Cedar RONs)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0253-205-28

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months, a portion of which shall be exclusive (subject to the rights and limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of six (6) consecutive months within the forty-two (42) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the rights and limitations set forth below. SBCTA's use and occupancy of the TCE during the remaining thirty-six (36) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owners and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the Construction Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-205-28**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

That portion of Lot 14, Block I of Map of Bloomington Villa Lots and re-subdivision of part of the Townsite of Bloomington, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 19, Pages 27 and 28 of Maps in the office of the County Recorder of said County included within a strip of land, 10.00 feet wide, the southerly line of said strip of land being the southerly line of the land described in a Grant Deed recorded July 9, 2010 in Document No. 2010-0275627 of Official Records in the office of said County Recorder.

The above described parcel contains 503 square feet, more or less.

The bearings and distances used in the above description based are on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

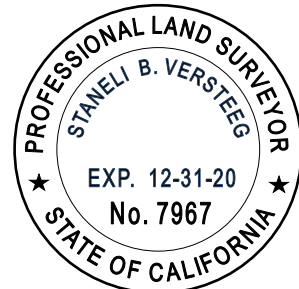
Signature: \_\_\_\_\_

*Stanley B. Versteeg*

Professional Land Surveyor

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

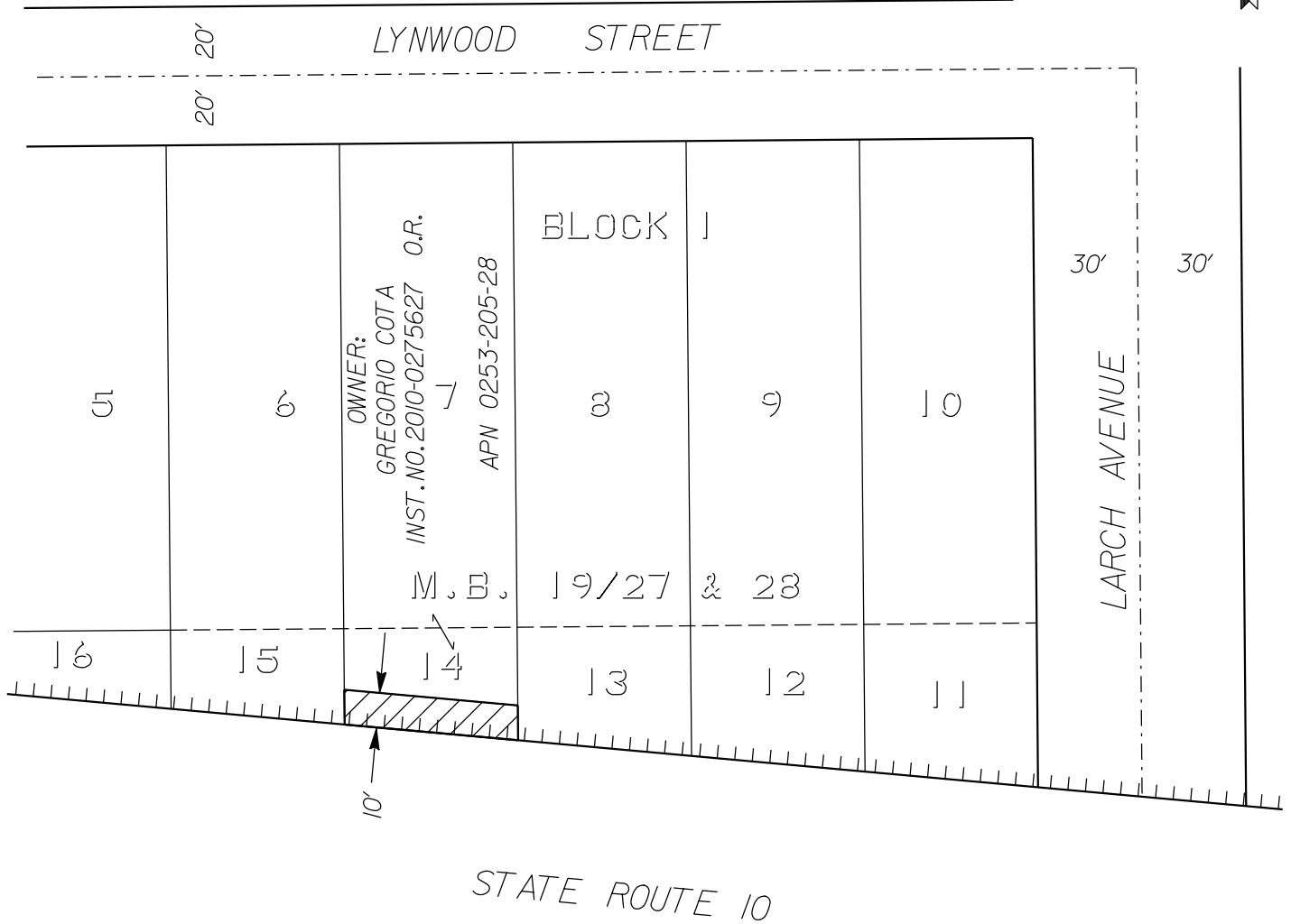
September 29, 2020



Attachment: Cota - final RON (7295 : I-10 Cedar RONs)

## EXHIBIT "B"

MAP OF BLOOMINGTON VILLA LOTS AND  
RE-SUBDIVISION OF A PART OF THE  
TOWNSHIP OF BLOOMINGTON



 INDICATES AREA TO BE ACQUIRED FOR  
TEMPORARY CONSTRUCTION PURPOSES  
AREA = 503 SQ.FT.

 INDICATES ACCESS CONTROL

Coordinates and bearings are based  
on CCS 1983 (2007.0) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-205-28  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 03/26/19  
SHEET 1 OF 1

Attachment: Cota - final RON (7295 : I-10 Cedar RONs)

**RESOLUTION OF NECESSITY No. 21-030**  
**DEL RIO PROPERTY**  
**(APN 0253-205-21)**

Attachment: Del Rio - final RON (7295 : I-10 Cedar RONS)

**RESOLUTION NO. 21-030**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0253-205-21**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 10176 Larch Avenue, in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Del Rio - final RON (7295 : I-10 Cedar RONs)

**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.



Section 2.     Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3.     Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4.     Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5.     Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6.     Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7.     Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

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Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Del Rio - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Del Rio - final RON (7295 : I-10 Cedar RONS)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0253-205-21

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months, a portion of which shall be exclusive (subject to the rights and limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of six (6) consecutive months within the forty-two (42) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the rights and limitations set forth below. SBCTA's use and occupancy of the TCE during the remaining thirty-six (36) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owners and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
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- Prior to the termination of the Construction Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-205-21**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

That portion of Lot 11, Block I of Map of Bloomington Villa Lots and re-subdivision of part of the Townsite of Bloomington, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 19, Pages 27 and 28 of Maps in the office of the County Recorder of said County included within a strip of land, 10.00 feet wide, the southerly line of said strip of land being the southerly line of the land described in a Grant Deed recorded July 10, 2001 in Document No. 2001-0269840 of Official Records in the office of said County Recorder.

The above described parcel contains 501 square feet, more or less.

The bearings and distances used in the above description based are on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

Signature:   
Professional Land Surveyor

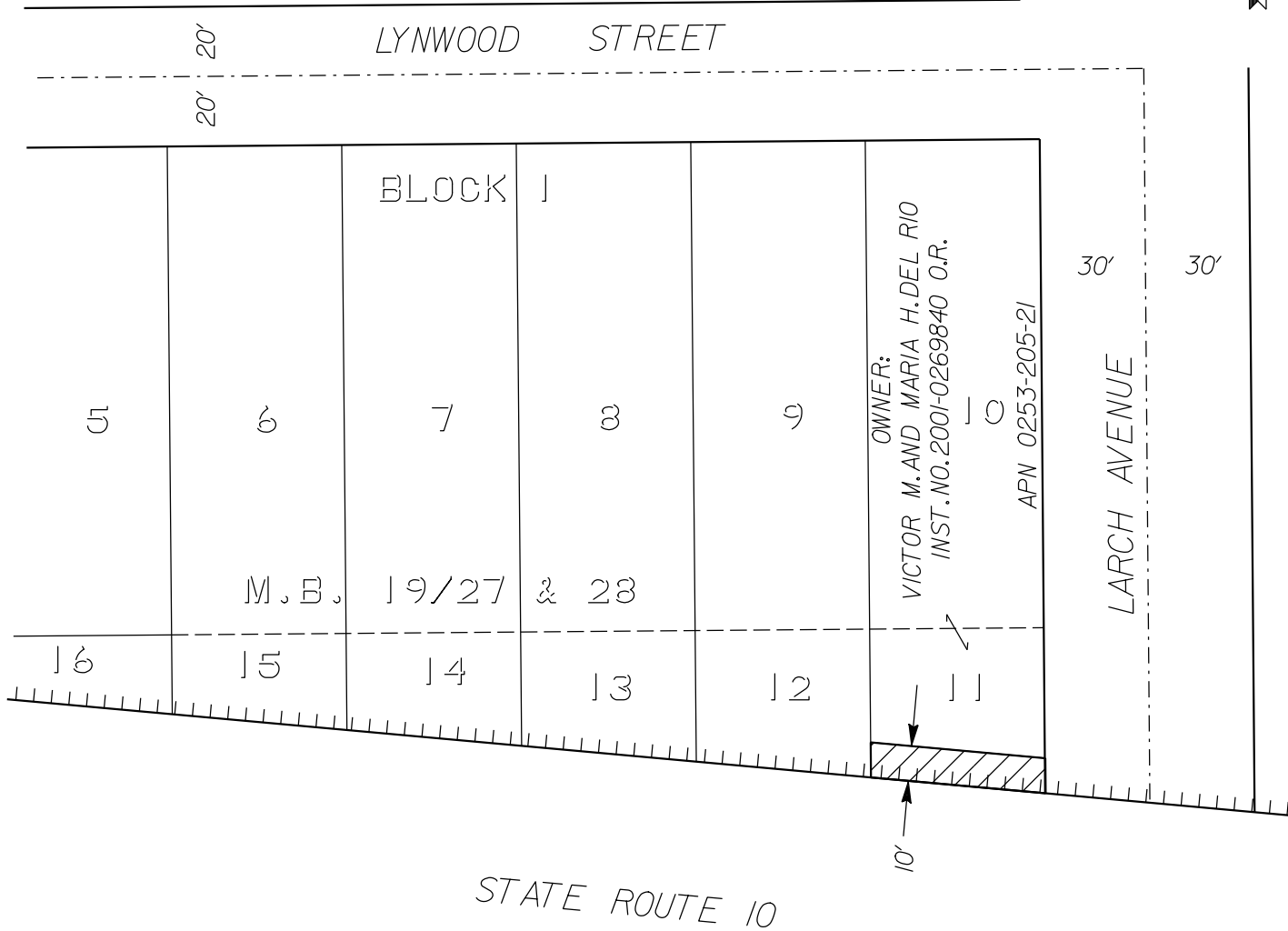
Date: September 29, 2020



Attachment: Del Rio - final RON (7295 : I-10 Cedar RONs)

## EXHIBIT "B"

MAP OF BLOOMINGTON VILLA LOTS AND  
RE-SUBDIVISION OF A PART OF THE  
TOWNSHIP OF BLOOMINGTON



INDICATES AREA TO BE ACQUIRED FOR  
TEMPORARY CONSTRUCTION PURPOSES  
AREA = 501 SQ. FT.



INDICATES ACCESS CONTROL

Coordinates and bearings are based  
on CCS 1983 (2007.0) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-205-21  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 03/26/19  
SHEET 1 OF 1

**RESOLUTION OF NECESSITY No. 21-031**  
**SECURE RV PROPERTY**  
**(APN 0253-241-07)**

Attachment: Secure RV - final RON (7295 : I-10 Cedar RONS)



**RESOLUTION NO. 21-031**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY FINDING AND DETERMINING  
THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE  
ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN  
REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND  
DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR  
PARCEL NO. 0253-241-07**

**WHEREAS**, the San Bernardino County Transportation Authority ("SBCTA"), in cooperation with the San Bernardino County Department of Public Works, California Department of Transportation, and the Cities of Fontana and Rialto, is undertaking the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (the "Project"); and

**WHEREAS**, the Project includes widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps; and

**WHEREAS**, the Project requires the acquisition of property or property interests from public and private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

**WHEREAS**, a portion of the real property located at 18909 Valley Blvd., in Bloomington, County of San Bernardino, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project is a temporary construction easement as legally described and depicted in Exhibit "1" hereto (the "Property Interest"); and

**WHEREAS**, to the extent the Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Secure RV - final RON (7295 : I-10 Cedar RONs)

**WHEREAS**, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

**WHEREAS**, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for January 6, 2021 at 10:00 a.m. and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear virtually online or by telephone at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard virtually online or by telephone on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE, BE IT RESOLVED**, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interest is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to alleviate congestion and improve traffic operations by widening the I-10 overcrossing, replacement of the railroad bridge, roadway improvements, including widening along Cedar Avenue from Bloomington Avenue to Orange Street, and adding lanes to the I-10 on- and off-ramps.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5. Description of Property Interest. The Property Interest sought to be acquired is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interest sought to be acquired is necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interest to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interest, or any portion thereof, is already devoted, or, in the alternative,

is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interest, or any portion thereof, is already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interest, or any portion thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interest, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interest at the earliest possible time.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on January 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

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Frank J. Navarro, Board President  
San Bernardino County Transportation Authority

---

Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

Attachment: Secure RV - final RON (7295 : I-10 Cedar RONs)

# EXHIBIT "1"

Attachment: Secure RV - final RON (7295 : I-10 Cedar RONS)

TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
Parcel No.: 0253-241-07

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project. The TCE shall be for a period of forty-two (42) months ("TCE Period"). SBCTA's use and occupancy of the TCE will be, subject to the rights and limitations set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE Period will commence.
- During the TCE Period, SBCTA will place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the TCE Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

**EXHIBIT "A"**  
**Legal Description**  
**APN 0253-241-07**  
**Cedar Avenue Widening**  
**Temporary Construction Easement**

That portion of the west half of Lot 344 according to map showing Subdivision of lands belonging to the Semi-Tropic Land and Water Company, in the unincorporated area of the County of San Bernardino, State of California recorded in Book 11, Pages 12 of Maps in the office of the County Recorder of said County, described as follows:

**BEGINNING** at the intersection of the east line of Larch Avenue, 60.00 feet wide, as shown on said Map with the northerly line of the land described in a Grant Deed recorded March 31, 1965 in Book 6360, Page 699 of Official Records in the office of said County Recorder; thence along said east line North 00°28'31" West 10.05 feet; thence South 84°49'45" East 15.42 feet; thence South 00°03'38" West 8.09 feet; thence South 84°58'11" East 228.94 feet; thence South 05° 10' 15" West 2.50 feet to said northerly line; thence along said northerly line North 84°49'45" West 244.10 feet to the **POINT OF BEGINNING**.

The above described parcel contains 663 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (Epoch 2007.00), Zone 5. Divide the above distances by 0.999946317 to obtain ground level distances.

*This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.*

Signature: \_\_\_\_\_

*Kevin Wingate*  
 Kevin Wingate, P.L.S.

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

September 29, 2020



Attachment: Secure RV - final RON (7295 : I-10 Cedar RONs)



## EXHIBIT "B"

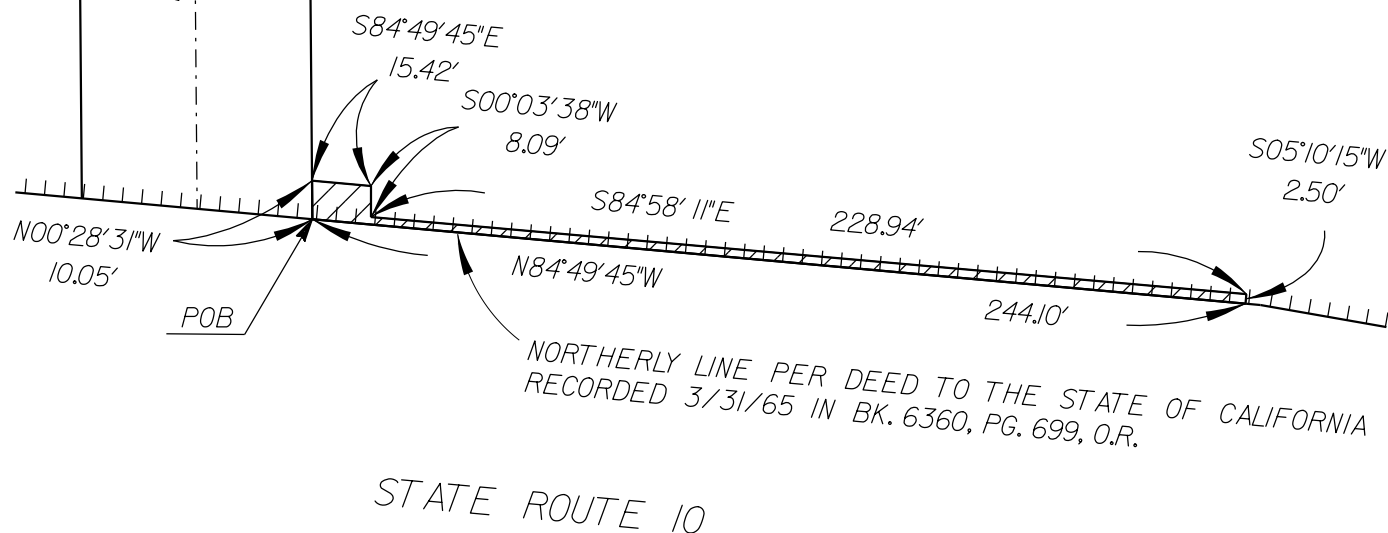
SEMI-TROPIC LAND  
AND WATER COMPANY

PORTION OF LOT 344

M.B. 11/12

OWNER: SECURE RV STORAGE, INC.

APN 0253-241-07



 INDICATES AREA TO BE ACQUIRED FOR  
TEMPORARY CONSTRUCTION PURPOSES  
AREA = 663 SQ.FT.

 INDICATES ACCESS CONTROL

Coordinates and bearings are based  
on CCS 1983 (2007.00) Zone 5.  
Distances and stationing are grid  
distances. Divide by 0.999946317  
to obtain ground distances.

CEDAR AVENUE WIDENING  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0253-241-07  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

SCALE: 1" = 50'  
DATE: 03/20/20  
SHEET 1 OF 1

Attachment: Secure RV - final RON (7295 : I-10 Cedar RONs)

## ***Minute Action***

### AGENDA ITEM: 19

***Date:*** January 6, 2021

***Subject:***

Review of Consultant vs. In-House Staff In Support of the Project Delivery and Toll Operations Department and Transit & Rail Department

***Recommendation:***

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

- A. Approve reorganization of the Project Delivery and Toll Operations Department and the positions therein; and
- B. Approve reorganization of the Transit & Rail Department and the positions therein including the addition of a Right-of-Way Manager; and
- C. Direct staff to do a detailed analysis of increasing the number of in-house staff including the release of a Request for Proposals for a Classification, Compensation and Organizational Review Study, estimated at \$20,000, associated with these reorganizations to assist staff in conducting a job position and salary analysis for each position.

***Background:***

On November 4, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded a Program Project Management and Other Technical Services (PPM) contract in support of the Project Delivery and Toll Operations Program (Program) for \$32.5 million and a five-year duration. When the item was discussed at the October 15, 2020, Board of Directors Metro Valley Study Session committee members understood that the annual expenditure would be approximately \$6 to \$6.5 million for consultant support and questioned whether there could be a cost savings by hiring in-house employees. A Board Member requested that staff perform a side by side comparison and analyze the results for the Board to review.

**Recommendation A: Proposed Re-organization for the Project Delivery and Toll Operations Department**

The PPM contract consists of two levels of staffing. The first level is considered “on-site” and would be equivalent to in-house staffing. These team members work daily in the SBCTA offices (when open) on our projects and/or in support of our projects and have no commitments to other clients. The cost for the next five years for the PPM on-site personnel is estimated at \$25.6 million. The secondary level is “on-call” and consists of technical specialists who only work with SBCTA on an as-needed basis. Contract budget for these services is approximately \$6.9 million for the next five years. For the purposes of this comparison, staff used the on-site component of our PPM contract. A side by side comparison resulted in an annual cost savings of approximately \$851,000, if all consultant staff were in-house. The analysis assumptions include a rough order of magnitude estimate of salaries, benefits, and retirement liabilities. However, the analysis revealed that it would not be practical to bring all on-site personnel in-house due to the dynamic workload of the Program. While estimates of salary ranges and benefits were used for this analysis, should the Board direct staff to proceed with this concept, detailed job descriptions would be created and a formal salary study would be conducted for the Board’s approval.

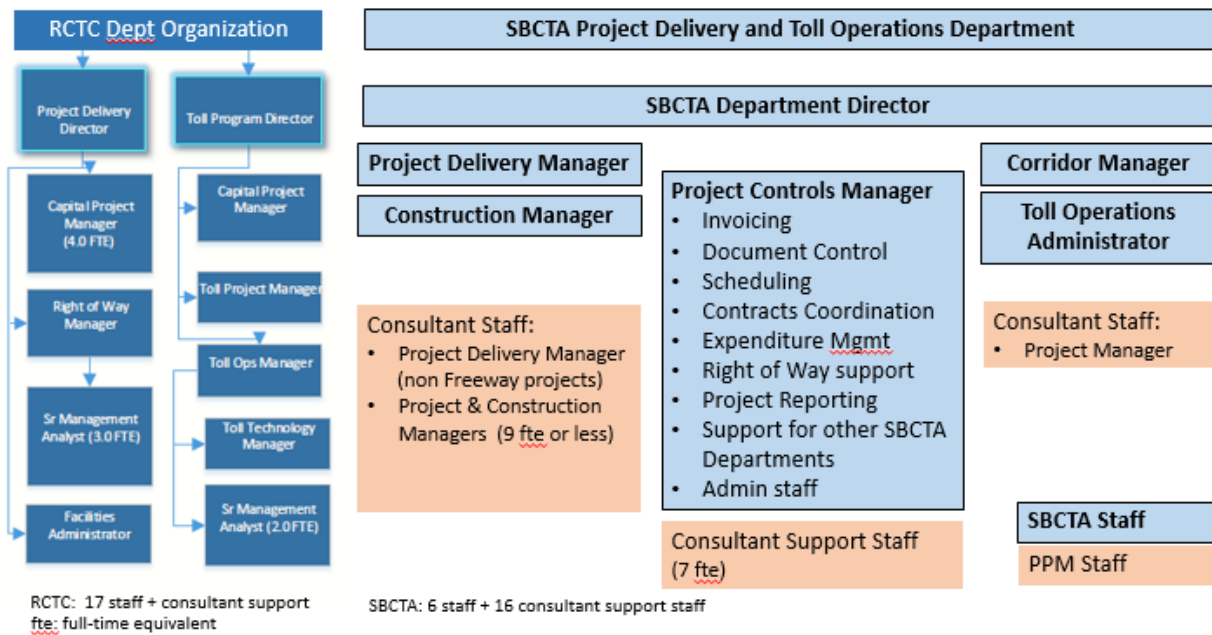
*Entity: San Bernardino County Transportation Authority*

In addition, it is important to understand that this analysis does not affect the continued need for SBCTA to contract with project specific professional services consultants or on-call services contracts for Right-of-Way (ROW), legal, and environmental support.

This information together with review of the overall department organization and the remaining Measure I Program workload was used to evaluate the potential for in-house staffing. The goal of the exercise was to identify the potential for new long-term in-house employee positions, which could be supported by shorter term consultants under contract with SBCTA. The perspective applied considers future programmed projects, operations, and succession planning. Presently, SBCTA is in the midst of the largest Project Delivery and Toll Operations Program in its history, and the program is anticipated to continue to grow in the foreseeable future. Currently, five interchanges are under or approaching construction in addition to four freeway projects under development or construction. With SBCTA's Grade Separations program nearly complete and the Interchange Program approaching capacity of the Measure, the next projects to be initiated will be freeway projects. Future freeway projects are highly complex and require greater resources not only for design, ROW, construction, and public outreach, but also for document controls which includes contract management, scheduling, invoicing, reimbursements, reporting, state and federal project closeout, and other activities. In addition, express lanes are under development in various phases including planning, design, construction, tolling, operations, and maintenance. These facilities require long-term employee engagement. While these projects collectively will be able to sustain in-house employees for many years to come, the Measure itself is nearing the end of its capacity so this evaluation cautiously developed a recommendation that allows for long-term in-house positions to be sustained.

After giving consideration to the program ahead, staff reviewed the department organization. Presently, the organization of the Project Delivery and Toll Operations Department includes six (6) in-house staff and seventeen (17) on-site consultants. When this department is compared to the same departments at the Riverside County Transportation Commission (RCTC), the comparison notes that RCTC's organization has two distinct programs, the Highway and Rail Capital Programs Development & Delivery and the Toll Program, each with its own Director and staff (refer to Exhibit 1). The total in-house staffing at RCTC consists of sixteen (16) employees for these two programs supported by fifteen (15) on-site consultant staff. One difference is that their responsibilities also include rail projects. At SBCTA, transit and rail projects are delivered by 2 full time employees within the Transit & Rail Department supported by project specific program management consultants which average 5.5 consultant staff per project and 1.4 on-site project controls consultant staff. Specific details on the recommendations for the Transit & Rail Department are provided below. Given the current size of the Project Delivery and Toll Operations Department program, and the upcoming complex projects, it is recommended that SBCTA reorganize to better serve the needs of our program, and to be consistent with other transportation agencies that separate tolling projects from the other projects, since there is an inherent difference due to the tangible toll asset that must be operated and maintained by SBCTA after construction, rather than turning over that asset to the state or a local agency.

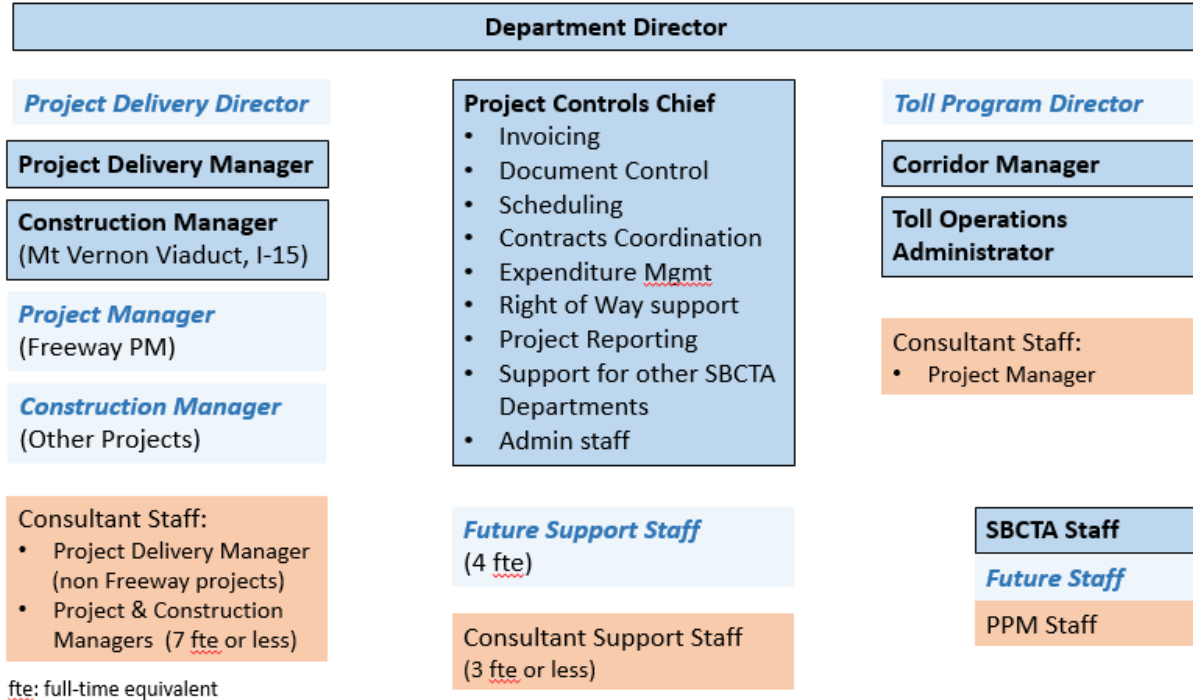
Exhibit 1: Current Organizational Structure Comparison



The SBCTA salary structure and position responsibilities and classifications would require detailed evaluation in concert with the SBCTA Human Resources Department to ensure sufficiently qualified personnel could be hired in-house to perform the duties required of these large public works projects to minimize SBCTA's liability. For this reason, Recommendation C requests the release of a Request for Proposals (RFP) for a compensation and classification study. Upon completion of the study staff will return to the Board with the findings.

To better serve the needs of the Project Delivery and Toll Operations Program, a separation into two departments and increasing the number of in-house employees is recommended (refer to Exhibit 2). To provide a long-term staffing plan, it is recommended that eight (8) new in-house positions be approved by the Board for hiring. Four positions, the two Directors, the Project Manager and Construction Managers are necessary to be in place now using information from current SBCTA position and salary rates. The remaining four in-house support staff positions are new to SBCTA and will undergo compensation and classification analysis. Long-term employee needs will be satisfied and would be sustainable for years to come because as the workload of project delivery winds down with the successful delivery of Measure I projects, the project manager(s) and construction manager(s) can follow the freeway projects into construction and operations. It is recommended that the Project Controls Manager be elevated to a chief position, as this position can assume management of additional services associated with express lanes such as the Low Income & Equity Program, contract management of freeway service patrol, the California Department of Transportation (Caltrans) maintenance efforts, California Highway Patrol (CHP) services and manage toll revenue data in conjunction with the Finance Department to allow for an effective checks and balances system.

## Exhibit 2: Proposed Project Delivery and Toll Program Organizational Structure



The ability to finance this proposed reorganization is important. According to the SBCTA Chief Financial Officer, the staff in Project Delivery and Toll Operations is assigned to projects and therefore the costs associated with this staff is not included in the 1% administrative cap set by the Measure I Ordinance. As current project staffing needs include costs associated with consultant use and in-house staffing is less costly, these positions, with the exception of the two (2) new Department Director positions, are already included in our project programming. In the future some of these employees may be assigned to toll operations and maintenance in which case their expenses will be charged to the particular facility rather than to administration of Measure I. The eight (8) positions proposed in the recommended organizational structure include two (2) new positions and the replacement of six (6) consultant positions and cost approximately \$450,000 more than the current in-house and consultant staffing for the first year. A potential reduction in project management staffing could be expected in the second year due to the many interchange projects that will be moving into construction saving SBCTA approximately \$392,000 annually. While six (6) consultant staff would be replaced as staff is hired in-house, the PPM contract would still be required to support the Project Delivery and Toll Operations Departments. The recommended structure does not fully eliminate the need for on-site consultant support, and on-call support would still be required for specialty expertise needed from time to time to successfully deliver the program.

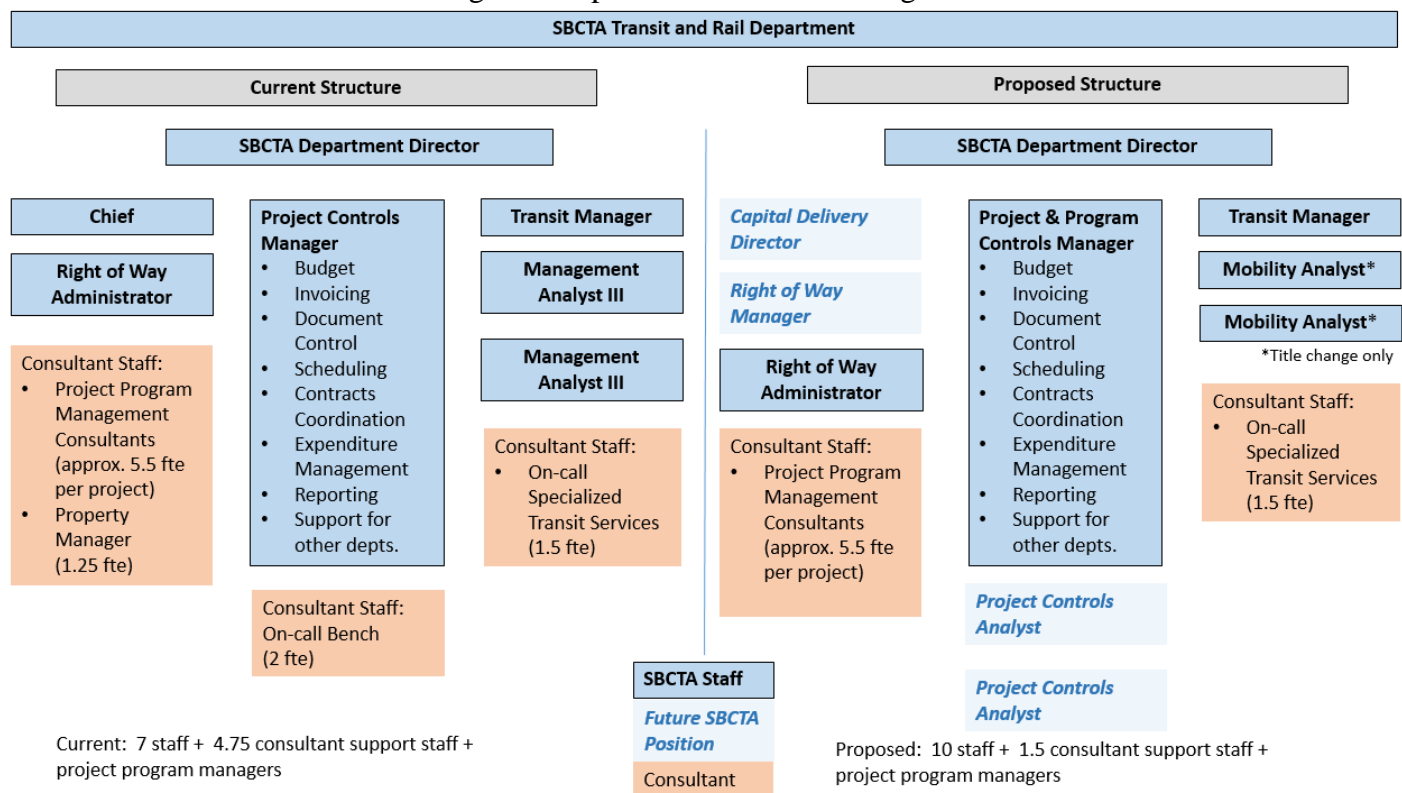
This plan provides not only for succession planning but also provides flexibility for the future. In time the Director over Project Delivery and Toll Operations will no longer be required as the two new Directors will be experienced and prepared to take on the their current programming, San Bernardino County Transportation Authority

and any new interchange projects that may be initiated by the locals and/or take the lead for any local projects. Another important characteristic of this organization is that should the Board choose at some later time to seek a new Measure, this organization is in place with seasoned employees who are ready to deliver the new program of projects with staffing needs evaluated at that time.

### **Recommendation B: Proposed Re-organization of the Transit & Rail Department**

Staff also reviewed the in-house and consulting staff needs for the Transit & Rail Department. Exhibit 3 provides a side by side comparison of the existing staff and consultant support structure and the proposed restructure.

Exhibit 3: Existing and Proposed Transit & Rail Organizational Structure



The responsibilities of the Transit & Rail Department related to capital delivery of transit related projects typically includes the work associated with delivering the project and building the infrastructure, startup and testing for operations, close coordination with the associated operator, maintenance agreements, and vehicle procurement. Due to complexity of the projects and need for specialized technical staff, staff recommends keeping the structure currently in place for delivery of transit related projects, with modifications only related to project control activities and reviewing the existing staff position levels. Also, transit projects typically include heavy oversight by the Federal Transit Administration and this is a structure they are already familiar with.

The responsibilities of the Transit & Rail Department also include management of mobility related programs, coordination with the transit operators beyond that required for delivery of new projects, management of the rail ROW owned by SBCTA, and contract and fiscal control San Bernardino County Transportation Authority

responsibilities related to these efforts. Staff is recommending the consultant supported positions for project and program controls and property management be brought in-house. Specifically, adding a second ROW management position allows for succession planning and broader depth of in-house historical knowledge. No staffing changes related to transit operator support, Metrolink, vanpool, and rideshare are being recommended as those responsibilities were recently added to the Transit & Rail Department and the existing structure works well. However, staff is recommending the titles be updated to better reflect the position responsibilities. In summary, staff is recommending the number of SBCTA staff in the Transit & Rail Department be increased from seven (7) to ten (10), reduce our on-going consultant support staff by 3.25 full time equivalent positions, and examine the existing staff positions related to transit related capital projects recognizing the level of responsibility and broad depth of knowledge needed. Using the mid-point of the appropriate salary range and including unfunded pension liability, the proposed in-house staffing changes are estimated to cost an additional \$535,000 a year. This is offset by an estimated annually savings of \$650,000 traditionally paid for consulting services, resulting in an estimated savings of \$115,000 annually. This could be lower or higher based on the final selection of candidates. In Recommendation B, staff is requesting that in addition to making the organizational changes related to existing employees, that the Board approve the new ROW Manager position as the related consultant services agreement expires on May 31, 2021. Approval of Recommendation B will allow for the elevating of the existing Chief of Transit & Rail position to Director level position and for the hiring of an internal rail-related ROW Manager.

### **Recommendation C: RFP for Classification, Compensation and Organizational Review**

While reasonable assumptions were made to identify the expected cost savings, staff recommends additional analysis. The SBCTA salary structure and position responsibilities and classifications require a detailed evaluation in concert with the SBCTA Human Resources Department. Approval of Recommendation C allows for this evaluation by the Board's authorization of staff to release an RFP for a Classification, Compensation and Organizational Review Study (Study).

### **Summary**

Staff requests Board approval to move forward with the revised reorganizations for the existing employees in the Project Delivery and Toll Operations and the Transit & Rail Departments and to conduct the Study and detailed analysis of increasing the number of SBCTA employees. After development of position statements, appropriate salary analysis, and input from the Human Resources Department, and approval of the Board, coordination between departments will transpire to implement the Board approved reorganization.

### ***Financial Impact:***

This item is consistent with the Fiscal Year 2020/2021 Budget.

### ***Reviewed By:***

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

### ***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations



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Approved  
Board of Directors  
Date: January 6, 2021  
Witnessed By:

## ***Minute Action***

AGENDA ITEM: 20

***Date:*** January 6, 2021

***Subject:***

Election of Officer for Remainder of Fiscal Year 2020/2021

***Recommendation:***

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

Conduct an election for Board Vice President.

***Background:***

As a result of the November 3, 2020 elections, the office of San Bernardino County Transportation Authority (SBCTA) Vice President was vacated by Julie McIntyre on December 7, 2020. An election will need to be held to fill the vacant position. The SBCTA Ordinance No. 17-001 Administrative Code, adopted June 7, 2017, sets the process for vacancies. Section 2-01-140 states, “A vacancy shall immediately occur in the office of the President or Vice President if the officer resigns from the office, or ceases to be a member of the Board. Upon the occurrence of a vacancy in the office of President or Vice President, the Board of Directors shall elect a President or Vice President, as the case may be, from among its members at-large to serve for the balance of the unexpired term.”

The Board of Directors (Board) will vote to select the Board Vice President. The Vice President will take office immediately and serve for the remainder of the unexpired term. The person elected as Vice President of the SBCTA Board will also serve as Vice President of the San Bernardino Associated Governments (SBCOG) Board in accordance with the SBCOG Bylaws.

The following Board members have submitted their interest to the Clerk of the Board:

- Supervisor Curt Hagman, County of San Bernardino
- Council Member Art Bishop, Town of Apple Valley

***Financial Impact:***

This item does not impact the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item has been reviewed by General Counsel.

***Responsible Staff:***

Frank Navarro, City of Colton

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

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*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

## ***Minute Action***

AGENDA ITEM: 21

***Date:*** January 6, 2021

***Subject:***

Reappointment to the Independent Taxpayer Oversight Committee

***Recommendation:***

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

Approve the reappointment of Gerry Newcombe and Donald Driftmier to the Independent Taxpayer Oversight Committee (ITOC).

***Background:***

The ITOC was authorized as part of the Measure I Ordinance approved by the voters. The ITOC is a five member body with particular experience and expertise that would aid them in reviewing the implementation of the Measure I expenditure plan.

Two members of the ITOC have terms that expired on December 31, 2020, and it is recommended that these two individuals be reappointed for a four-year term ending December 31, 2024.

- Gerry Newcombe – Serves as a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector.
- Donald Driftmier – Serves as a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.

***Financial Impact:***

This item has no impact on the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

## ***Minute Action***

AGENDA ITEM: 22

***Date:*** January 6, 2021

***Subject:***

Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2019/2020

***Recommendation:***

Receive San Bernardino County Transportation Authority's Comprehensive Annual Financial Report, Audit of the State Transit Assistance Fund of the County of San Bernardino, Audit of the Local Transportation Fund of the County of San Bernardino, and Single Audit Compliance Report for Fiscal Year 2019/2020.

***Background:***

The U.S. Office of Management and Budget (OMB) Single Audit Act and the Joint Powers Agreement creating SANBAG (the blended component unit of San Bernardino County Transportation Authority (SBCTA)), require an annual audit be conducted of SBCTA. The audits of the financial statements for Fiscal Year 2019/2020 were performed by Crowe, LLP.

The financial audit includes four basic elements:

1. Audit of SBCTA's Basic Financial Statements;
2. Audit of the State Transit Assistance Fund of the County of San Bernardino;
3. Audit of the Local Transportation Fund of the County of San Bernardino; and
4. Single Audit Compliance Report in accordance with the OMB Compliance Supplement.

Crowe, LLP issued an unmodified opinion which indicates that there are no material errors or omissions on the financial statements. This is the ninth year SBCTA has issued a Comprehensive Annual Financial Report (CAFR). SBCTA has been awarded the Excellence in Financial Reporting from the Government Finance Officers Association for eight consecutive years.

Highlights for the Fiscal Year 2019/2020 audit include the following:

• CAFR Format

The CAFR includes three main sections: Introductory, Financial, and Statistical.

- The introductory section includes a letter of transmittal, Fiscal Year 2019 Certificate of Achievement for Excellence in Financial Reporting, the organizational chart, and a list of principal officials.
- The financial section includes the Independent Auditor's report, management discussion and analysis, basic financial statements, and required supplementary information.
- The statistical section includes financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information.

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

• Fiscal Position.

SBCTA's net position increased by \$166.6 million mainly due to:

- Increases in fund balances of \$20.4 million (revenues exceeding expenditures);
- Increase of revenues that meet recognition of \$33.2 million;
- Increases in capital assets of \$98.3 million;
- Reduction of long-term debt liabilities of \$5.1 million;
- Reduction of advance expenditure agreements of \$10.8 million.

Offset by:

- Increase in net pension liability of \$1.2 million.

Fund balances for all funds resulted in an increase of \$20.4 million mainly due to revenues exceeding expenditures. The general fund incurred an increase of \$600,000, with an ending fund balance of \$11.6 million. Fund balances categories are disclosed as follows:

- Nonspendable (not in spendable form, like cash).
- Restricted (constraints imposed by external parties, such as the public utilities code).
- Committed (SBCTA Board of Directors (Board) imposed constraints on the use of funds; such as for San Bernardino Council of Government (SBCOG) activities).
- Assigned (resources earmarked for specific purpose which the Board has delegated to the Chief Financial Officer. For example, general administration, capital improvements for SBCTA and SBCOG, and regional and subregional planning activities).
- Unassigned (to set aside funds for emergencies and to record negative fund balances resulting from delayed recognition of revenue from federal and state agencies).

The bond indenture for the outstanding bonds requires disclosure of debt coverage ratio with a minimum of 2X. The ratio is calculated by dividing the annual sales tax revenue by maximum annual debt service. The ratio for Fiscal Year 2020 is 11.04X, reflecting SBCTA's compliance with the debt covenant.

• Single Audit

An unmodified opinion is issued by Crowe, LLP.

The auditor reported no findings.

The Executive Board was informed on December 9, 2020, of the audit results, audit procedures performed by the auditor, and deliverables.

The CAFR; State Transit Assistance Fund Financial and Compliance Report; Local Transportation Fund Financial and Compliance Report; SBCTA Single Audit Compliance Report; GANN Limit Calculation; and Examination Letters for the Planning, Programming, and Monitoring Funds, Public Transportation Modernization, Improvement and Service

## Board of Directors Agenda Item

January 6, 2021

Page 3

Enhancement Account, and the Low Carbon Transit Operations Program Funds are being distributed separately from this staff report.

***Financial Impact:***

This item has no direct impact on the Fiscal Year 2020/2021 Budget. The audit contract costs are budgeted in Task No. 0400 Financial Management, in the Indirect Fund and Local Transportation Fund.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on December 9, 2020.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 23

***Date: January 6, 2021***

***Subject:***

Contract No. 21-1002452 with HNTB Corporation for Project Management/Construction Management Services for Emerging Technology Tunnel to Ontario International Airport

***Recommendation:***

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

A. Award Contract No. 21-1002452 to HNTB Corporation to provide Project Management/Construction Management Services for Emerging Technology Tunnel to Ontario International Airport, for a not-to-exceed amount of \$26,940,428 and authorize work under Notice to Proceed 1 for a not-to-exceed amount of \$9,075,110, to be funded with Congestion Mitigation and Air Quality funds.

B. Approve a contingency for a not-to-exceed amount of \$907,511 for Contract No. 21-1002452, for work under Notice to Proceed 1, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

C. Approve a budget amendment to Task 0315, Transit Capital, revising the title of Subtask 0337, from “Rail Access to Ontario International Airport” to “Tunnel to Ontario International Airport”, changing the fund source from Valley State Transit Assistance Funds to Federal Congestion Mitigation and Air Quality funds, and increasing it by \$3,050,000.

***Background:***

As a result of a thorough deliberation process, the Evaluation Committee for Request for Proposals (RFP) No. 21-1002452 has selected the firm they feel is most qualified and capable to perform the work or services outlined in the RFP. Based on the technical ability presented in the proposal submitted, and the skills demonstrated during the interview, the Evaluation Committee recommends awarding the contract to HNTB Corporation to provide Project Management/Construction Management (PCM) Services for the Emerging Technology Tunnel to Ontario International Airport (ONT).

On September 11, 2020, RFP No. 21-1002452 was released and posted on San Bernardino County Transportation Authority’s (SBCTA) PlanetBids website and on the agency website to solicit firms to assist SBCTA in providing PCM Services for the Emerging Technology Tunnel to ONT. The solicitation was issued in accordance with Procurement Policy No. 11000 following procedures outlined in the current policy; approximately one thousand two hundred twenty-eight (1,228) firms and consultants registered on PlanetBids were notified electronically and one hundred and ten (110) firms downloaded the RFP.

A pre-proposal meeting was held on September 17, 2020. On September 22, 2020, Addendum No. 1 was released, providing answers to questions received during the pre-proposal meeting, the sign-in sheet and the PowerPoint Presentation. On October 5, 2020, Addendum No. 2 was released, providing SBCTA’s responses to questions received by the deadline outlined in the RFP.

On October 13, 2020, SBCTA received proposals from seven (7) firms/consultants by the date and time specified in the RFP. A responsiveness review conducted by the Procurement Manager

*Entity: San Bernardino County Transportation Authority*



found all proposals to be in compliance with the RFP specifications and requirements. The Evaluation Committee was comprised of 3 SBCTA staff and 1 Ontario Airport staff. Copies of the proposals were disseminated to the Evaluation Committee along with copies of Score Sheets and the Declaration of Impartiality and Confidentiality form required of everyone gaining access to proposals submitted.

On October 20, 2020, a short list meeting was held. The Evaluation Committee reviewed the proposals and assigned point scores, as outlined in the procurement policy, to assign a total score to establish the bases for ranking the firms. Scores were determined following the evaluation criteria that identified the firms' strengths and weaknesses as presented in proposals.

The evaluation criteria and maximum points established for the procurement were used by the Evaluation Committee as the bases of the scores awarded to each firm. Firms could earn a maximum of thirty (30) points possible for the Qualifications of the Firm, a maximum of thirty-five (35) points possible for the Management Approach, and a maximum of thirty-five (35) possible for the Technical Approach and/or Work Plan, for a maximum total of 100 points. The Evaluation Committee arrived at final scores to rank firms in the order of technical merit and establish a short-list of firms who were invited to interview.

The interview format and process was reviewed with the Evaluation Committee, noting the expectations and responsibilities in accordance with procurement policy in the selection process of the short-listed firms. Each firm was scheduled 50 minutes for interviews that consisted of 5 minutes for "log-on and introduction of key personnel," 10 minutes for a presentation, 30 minutes to respond to the same seven (7) questions asked of each firm, and 5 minutes for closing statements.

After the last interview, the Evaluation Committee members individually organized notes taken and calculated final interview scores based on responses given by the firms. Final scores were submitted to the Procurement Manager, who combined them with the proposal scores established during the short-list meeting, giving 40% weight for proposals and 60% weight for the interview score, for a final total of 100% between the two evaluations, and thus identifying the highest-ranked firm based on overall scores. The Evaluation Committee reviewed the outcome and discussed questions and concerns to arrive at a final consensus in support of the highest scoring firm.

The Evaluation Committee considered all the firms qualified to perform the work specified in the RFP and that possessed the ability to carry out all aspects of the project. HNTB Corporation was identified as the highest ranked firm and was selected for its ability to successfully demonstrate a thorough understanding of the scope of work and proposing a qualified team, having a clear and concise work plan and an innovative approach to the project, showing the ability to perform all work and/or services necessary to complete the project on schedule and within budget, all of which made the firm stand out over the other firms competing.

Based on the technical and interview evaluations conducted by the Evaluation Committee for this procurement, the committee recommends that the contract for RFP No. 21-1002452 be awarded to HNTB Corporation. The scoring matrix and individual evaluation committee member scoring information with comments and remarks that support scores, evaluation forms, the System for Award Management (SAM) reports, and reference checks are located in the Contract Audit File.

The execution of a PCM Services contract does not commit SBCTA to a particular course of action beyond Notice to Proceed (NTP) 1 work, which will remain subject to the outcome of the environmental review processes, nor will it preclude SBCTA from considering alternatives to the project or determining not to proceed with the project. NTP 1 will authorize work to support the Infrastructure Developer procurement process, planning and environmental approval activities, grant requests, permitting, and establishment of the operating structure. The subsequent NTP will be issued after securing the required environmental approval and necessary funds to advance to the proposed project's right-of-way acquisition and construction. The total contract amount is \$26,940,428, with \$9,075,110 identified for work authorized under NTP 1. With award of Contract No. 21-1002452, the total estimated project cost increases from \$65 million to \$83 million and results in an increased need for future grant funds. Neither the PCM Services contract amount nor the revised total estimated project cost include expenses related to an underground station at ONT. They are based on two surface stations at ONT. The cost of the PCM work is high compared to the estimated cost of the related Infrastructure Developer contract. However, it is important to note that the PCM level of effort is aligned with what the expected need is for delivery of the project. In addition, staff typically brings a PCM team on after environmental clearance, but in this case, the PCM Services are starting before environmental clearance, as the scope of work includes tasks associated with that effort. The scope of work also includes substantial tasks related to the safety and security certification process, as this will be a new type of operation to certify under California and Federal regulations. The proposed fee is based on an aggressive 48-month delivery schedule, with only thirteen (13) months allotted for construction activities, three (3) construction shifts per day, completion of final design by June 30, 2023, and six (6) months for revenue start up and testing.

In addition to bringing the PCM on board, the immediate next steps for the project include completing review of the Statement of Qualifications submitted in response to the Request for Qualifications for the Infrastructure Developer and reporting those findings to the Board of Directors on February 3, 2021.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2020/2021 Budget. Recommendation C identifies the budget increase and fund swap by task, fund and amount.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract; SBCTA Risk Manager has reviewed the draft contract.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

Approved  
Board of Directors  
Date: January 6, 2021

Witnessed By:

Contract No:	<u>21-1002452</u>	Amendment No.:	<u>          </u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>01022</u>	Vendor Name:	<u>HNTB Corporation</u>
Description:	<u>Project/Construction Management Services for Emerging Technology Tunnel to Ontario</u>		
List Any Related Contract Nos.:			

Dollar Amount							
Original Contract		\$	26,940,428.00	Original Contingency		\$	907,511.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	26,940,428.00	Total Contingency Value		\$	907,511.00
	Total Dollar Authority (Contract Value and Contingency)					\$	27,847,939.00

Board of Directors	Date:	01/06/2021	Board	Item #	7215
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Other Contracts		Sole Source?	No	Board Approved Budget Adjustment
Federal	Construction Management			

[illegible]

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Carrie Schindler

Task Manager (Print Name)

Additional Notes:

**CONTRACT NO. 21-1002452****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****HNTB CORPORATION****FOR****PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR  
EMERGING TECHNOLOGY TUNNEL TO ONTARIO INTERNATIONAL AIRPORT**

This contract ( "Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and HNTB Corporation ("CONSULTANT") whose address is: 3633 Inland Empire Blvd., Ste. 750, Ontario, CA 91764. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

**RECITALS**

**WHEREAS**, SBCTA requires Work as described in Exhibit A of this Contract; and

**WHEREAS**, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

**WHEREAS**, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards.

- 1.2 SBCTA's Project Manager for this Contract is Carrie Schindler or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

## **ARTICLE 2. CONTRACT TERM**

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed 1 (NTP1) issued by SBCTA's Procurement Analyst, and shall continue in effect through December 31, 2025 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP1. The execution of a PCM contract at the conclusion of this procurement process will not commit SBCTA to a particular course of action beyond NTP 1 work, which will remain subject to the outcome of the environmental review processes, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project. NTP 1 will authorize work to support the DBOM procurement process, planning and environmental approval activities, grant requests, permitting, and establishment of the operating structure. The subsequent NTP will be issued after securing the required environmental approval and necessary funds to advance to the Proposed Project to right of way acquisition and construction.

## **ARTICLE 3. COMPENSATION**

- 3.1 SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$2,079,430.00 of which \$715,416.00 is identified for NTP 1. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 3.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- 3.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 3.5 Progress payments will be made monthly in arrears based on Work performed and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 3.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 3.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA, including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:  
[ap@gosbcta.com](mailto:ap@gosbcta.com)
- 3.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 3.9 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, are subject to repayment by CONSULTANT to SBCTA.
- 3.10 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$26,940,428.00 of which \$9,075,100.00 is identified for NTP 1.
- 3.11 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA's Project Manager. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.
- 3.12 As partial security against CONSULTANT's failure to perform under this Contract, SBCTA shall withhold five percent (5%) of the total amount of each invoice. CONSULTANT may

request a reduction of retention and a release of retention withheld upon acceptable completion of at least 50% of each milestone per the schedule set forth in the Scope of Work. As long as a minimum of \$500,000 remains withheld until payment of final invoice, a written request must be made by CONSULTANT to SBCTA requesting a reduction in retention. All retained funds shall be released by SBCTA within sixty (60) calendar days after the last to occur of:

- 3.12.1 Payment of final invoice, unless SBCTA elects to audit CONSULTANT's records in accordance with this Contract. If SBCTA elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of the audit in an amount reflecting any adjustments required by such audit; or
- 3.12.2 Final resolution of all Stop Notice claims for payment and/or other claims arising out of the Work done under the Contract.
- 3.13 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any work under any amendment to the Contract until approved by SBCTA's Awarding Authority.
- 3.14. CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants. Failure to comply with this Article or delay in payment without prior written approval from SBCTA will constitute non-compliance, which may result in appropriate administrative sanctions, including but not limited to a penalty of two percent (2%) of the invoice amount due per month for every month that payment is not made.
- 3.15 If during the course of this Contract additional equipment or supplies are required, which will be paid for SBCTA, CONSULTANT must request prior written authorization from SBCTA before making the purchase. The request must include a justification for the necessity of the equipment or supplies and include copies of three (3) competitive quotations for the equipment or supplies. CONSULTANT shall maintain an inventory record for each piece of equipment purchased that will be paid for by SBCTA. The inventory record shall include the date purchased, total cost, serial number, model identification, and any other information or description necessary to identify the equipment or supplies. At the termination of the Contract, CONSULTANT may keep the equipment and credit SBCTA in an amount equal to its fair market value. Fair market value shall be determined, at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the equipment at the best price available and credit SBCTA in an amount equal to the sales price. If the equipment is to be sold, the terms of the sale must be approved in advance



by SBCTA.

3.16 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE 4. TAXES, DUTIES AND FEES**

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **ARTICLE 5. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

#### **ARTICLE 6. PERMITS AND LICENSES**

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

#### **ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT**

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be



incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

## **ARTICLE 8. RESPONSIBILITY OF CONSULTANT**

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, impact to railroad operations and safety, public safety, and environmental considerations. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 8.3 When a modification to a construction contract is required because of error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and, if applicable, Federal Transit Administration (FTA), Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC). This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of

attainment of SBCTA's objectives.

## **ARTICLE 9. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The progress reports shall be sufficiently detailed for SBCTA to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

## **ARTICLE 10. TECHNICAL DIRECTION**

10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

10.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

10.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.

10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

10.2.1 Increases or decreases the Scope of Work;

10.2.2 Directs CONSULTANT to perform Work outside the original Scope of Work;

10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

- 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 11. CHANGES**

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

## **ARTICLE 12. CONFLICT OF INTEREST**

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

### ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function
Ian Choudri	Project Manager
Tony Bauer	Design Manager
Basem Muallem	Third-Party Coordination
Andy Stone	Construction Manager
Mike Wongkaew	Tunnel Design Management
Carie Montero	Environmental and Permitting
David Norfleet	Procurement/Contracting
Nancy Voltura	Quality Manager
Greg Krueger	Technology & Systems
Erik Blum	Project Controls

### ARTICLE 14. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

### ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents, data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees

that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.

#### **ARTICLE 16. CONSTRUCTION CLAIMS.**

- 16.1 If claims are filed by SBCTA's construction contractor and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA's construction contract administrator and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 16.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel under this Contract.
- 16.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims.

#### **ARTICLE 17. TERMINATION**

- 17.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.



- 17.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the Products and finished Work by whatever method SBCTA may deem expedient.
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

## **ARTICLE 18. STOP WORK ORDER**

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination For Cause provisions of this Contract.

## **ARTICLE 19. CLAIMS**

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

## **ARTICLE 20. INSURANCE**

20.1 Prior to commencing the Work, subject to the provisions of Article 20.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

20.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’s professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

20.1.2 Workers’ Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as

Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

**20.1.3 Commercial General Liability.** The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$10,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.



20.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance  
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

20.1.6 Pollution Liability – Intentionally Omitted

20.1.7 Railroad Protective Liability The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

## 20.2 General Provisions

- 20.2.1 Qualifications of Insurance Carriers.** All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.
- 20.2.2 Additional Insurance Coverage.** All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 **and** CG 20 37, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 20.2.3 Proof of Coverage.** Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 20.2.4 Deductibles.** Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible or other

payment required under the policy can be paid only by the named insured, and not by an additional insured.

- 20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 20.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 20.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 20.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve

CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract.

- 20.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 20.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 20.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT;. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 20.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 21. INDEMNITY**

- 21.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.

- 21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") to the extent caused by the negligent, reckless or willful act or omission of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but

does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

21.3 To the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, punitive, consequential or indirect damages resulting in any way from the performance of the services or otherwise arising from this Contract.

## **ARTICLE 22. ERRORS AND OMISSIONS**

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

## **ARTICLE 23. OWNERSHIP OF DOCUMENTS**

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

## **ARTICLE 24. SUBCONTRACTS**

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 24.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 24.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 25. INSPECTION OF OPERATIONS**



SBCTA its designees, representatives and agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

## **ARTICLE 26. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

## **ARTICLE 27. ATTORNEY'S FEES**

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

## **ARTICLE 28. GOVERNING LAW AND VENUE**

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

## **ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS**

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

## **ARTICLE 30. PRECEDENCE**

- 30.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Cost Proposal," SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the

event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

- 30.3 In the event of an express conflict between the documents listed in this Article or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

## **ARTICLE 31. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>3633 Inland Empire Blvd., Ste. 750</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Ontario, CA 91764</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Ian Choudri</b>	<b>Attn: Carrie Schindler</b>
<b>Email: ichoudri@HNTB.com</b>	<b>Email: cschindler@gosbcta.com</b>
<b>Phone: 415-423-4254</b>	<b>Phone: (909) 884-8276</b>
<b>2<sup>nd</sup> Contact: Kevin Haboian</b>	<b>Copy: Procurement</b>
<b>Email: khaboian@HNTB.com</b>	<b>Email: procurement@gosbcta.com</b>

## **ARTICLE 32. DISPUTES**

- 32.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.
- 32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

## **ARTICLE 33. GRATUITIES**

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA any gift, entertainment, payment, loan, or other gratuity.

**ARTICLE 34. REVIEW AND ACCEPTANCE**

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

**ARTICLE 35. CONFIDENTIALITY**

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

**ARTICLE 36. EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

**ARTICLE 37. SAFETY**

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear personnel protective equipment (PPE) at all times while on the project construction site. For work around an active railroad, CONSULTANT and all subconsultants shall comply with the operating railroads PPE requirements. At a minimum, PPE shall be hard hats, orange reflectorized safety vests and safety glasses.

**ARTICLE 38. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

**ARTICLE 39. ASSIGNMENT**

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written



consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

#### **ARTICLE 40. DEBARMENT AND SUSPENSION CERTIFICATION**

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

#### **ARTICLE 41. PREVAILING WAGE RATES**

41.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the Work.

41.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction, alteration, demolition, installation or repair, or more than \$15,000 for the maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE 42. CONTINGENT FEE**

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE 43. FORCE MAJEURE**

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics,

quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

#### **ARTICLE 44. WARRANTY**

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

#### **ARTICLE 45. CIVIL RIGHTS**

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to

comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

#### **ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE 47. CONFLICT OF INTEREST**

47.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.

47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.

47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

47.4 CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction contract or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

47.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.

- 47.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

**ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE 49. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING**

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.
- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

**ARTICLE 50. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

#### **ARTICLE 51. FEDERAL CHANGES**

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

#### **ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

#### **ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- 53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the



Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) *et seq.* on CONSULTANT, to the extent the Federal Government deems appropriate.

53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

#### **ARTICLE 54. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

#### **ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS**

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **ARTICLE 56. CLEAN AIR**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

#### **ARTICLE 57. CLEAN WATER REQUIREMENTS**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

#### **ARTICLE 58. FLY AMERICA REQUIREMENTS**

CONSULTANT agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts

that may involve international air transportation.

#### **ARTICLE 59. SEISMIC SAFETY REQUIREMENTS**

CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract, including work performed by a subconsultant, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE**

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices. The VENDOR must certify that it has complied with the requirements of 49 CFR Part 26. The VENDOR shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The VENDOR agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the VENDOR shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The VENDOR shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The VENDOR shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether VENDOR is complying with its DBE goals. The VENDOR shall comply with its FTA approved or non-disapproved DBE goal program.

#### **ARTICLE 61. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 61.1 CONSULTANT, its employees, agents and subconsultants, shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 61.2 CONSULTANT, its employees, agents and subconsultants shall be required to sign a Non-Disclosure Agreement (NDA) as requested by the Development Infrastructure Contractor to safe guard proprietary information regarding construction methods, software, etc.

#### **ARTICLE 62. ENTIRE DOCUMENT**

- 62.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into

this Contract.

- 62.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 62.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

#### **ARTICLE 61. CONTRACT**

CONSULTANT and SBCTA hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

#### **ARTICLE 62. EFFECTIVE DATE**

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----SIGNATURES ON FOLLOWING PAGE-----

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the day and year written below.

**HNTB CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

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

Kevin A. Haboian, PE  
Senior Vice President  
Principal-in-Charge

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

Frank J. Navarro  
President, Board of Directors

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

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

**APPROVED AS TO FORM**



By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

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

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

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

# **SCOPE OF WORK (SOW)**

## **Tunnel Connection to Ontario International Airport**

Program Management Construction Management Consultant (“PCM” or “Consultant”)

San Bernardino County Transportation Authority (SBCTA), in partnership with the Ontario International Airport Authority (OIAA), City of Ontario, and City of Rancho Cucamonga (collectively referred to as “Stakeholders”), is seeking to procure a comprehensive PCM consultant team to assist with the implementation of a Tunnel Connection to Ontario International Airport (Proposed Project). In general, the PCM’s role in completing this SOW for this project will require inherent flexibility and cooperation that will best accommodate SBCTA, including OIAA and the Cities of Ontario and Rancho Cucamonga, as key advisors and approving agencies, to successfully complete this Proposed Project as one collaborative team. The PCM management team will require unique capabilities to jointly work together with the Stakeholders, on behalf of SBCTA, to successfully manage/oversee environmental approval, permitting, right of way acquisition, design, construction, and implementation of the Proposed Project, including establishment of the regulatory structure for operations, maintenance plan, and an operations plan.

This SOW uses the term Design Build Operate Maintain (DBOM) throughout to reflect the primary contract for the design, construction, and maintenance (Contractor) of the Tunnel Connection to Ontario International Airport. It is envisioned this will be a turnkey contract including preparation of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental documents for approval by SBCTA for CEQA and the assigned NEPA lead agency, permits, right of way acquisition, design, and construction. The NEPA lead agency could be the Federal Aviation Administration (FAA), the Federal Transit Administration (FTA), or Caltrans via NEPA delegation. Under all NEPA lead scenarios, consultation with FAA will be required for improvements on ONT property. Any determination by SBCTA to proceed with the Proposed Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as determined during such environmental reviews. The execution of a PCM contract at the conclusion of this procurement process will not commit SBCTA to a particular course of action beyond the Notice To Proceed 1 work, which will remain subject to the outcome of the environmental review processes, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project.

It is anticipated the DBOM contract will include the tunnel, vehicle maintenance center, operation center, and two main stations located at the Rancho Cucamonga Metrolink Station and Ontario International Airport (ONT). The final station configurations are unknown and it is anticipated that there could be more than one boarding/alighting location at ONT. Proposed Project improvements at the Rancho Cucamonga Metrolink Station will require coordination with proposed Brightline West private highspeed improvements currently under development. The tunnel will cross the Union Pacific Railroad (UPRR) Alhambra Subdivision, Interstate 10 (I-10), and possibly the Metrolink San Bernardino Line. The PCM scope of work (SOW) assumes that future work related to the planning, procurement, environmental approval, permitting, design, construction, and development of the required supporting plans for safety, maintenance and operation of the Proposed Project are

accomplished with the DBOM contract. It is also anticipated that the DBOM Contractor may operate the resulting service for a limited time upon completion of the capital project.

The Consultant shall assist SBCTA, in coordination with the Stakeholders, with the planning, procurement, design, construction, and general oversight of the Proposed Project, as well as implementation of maintenance and operations. The Consultant will provide SBCTA with the agreed-upon staff, resources, and expertise to manage the Proposed Project. This PCM SOW was written with the intent to describe all planned PCM services to be provided by the Consultant. However, situations may arise where the Consultant will be required to provide additional services not specifically defined in this SOW. SBCTA is receptive to innovative ideas or methods of performing these additional services and will look for the PCM to provide key advice to meet these challenges. The Consultant will be required to provide assistance to SBCTA, in collaboration with the Stakeholders as key team members, to provide these additional services and help assure the successful completion of the Proposed Project. Due to the desire to advance the Proposed Project without a full funding plan, there will be two Notices to Proceed (NTP) issued to the Consultant. The initial NTP will authorize work to support the DBOM procurement process, planning and environmental approval activities, grant requests, permitting, and establishment of the operating structure. The subsequent NTP will be issued after securing the required environmental approval and necessary funds to advance to the Proposed Project to right of way acquisition and construction.

## **A. Project Management**

In coordination with the Stakeholders, provide overall management of Proposed Project activities and support for agency agreements, procurements and negotiations, contract awards and contract management, project controls, environmental approval, environmental permitting, right-of-way (ROW) engineering and acquisition, utility relocation, design, construction, safety, quality, public outreach, and other Proposed Project activities. These Proposed Project management responsibilities include overseeing the activities of the DBOM and other activities further defined in this SOW:

### **A.1 Project Management**

- Represent SBCTA and be the contact for coordination and communication between SBCTA and the DBOM. Consultant will be the primary point of contact with SBCTA on all Proposed Project and contract-related matters; and
- Plan and conduct meetings, cooperate and coordinate with the other Stakeholder agencies, Metrolink, Union Pacific Railroad, Caltrans, the Federal Aviation Administration (FAA), the FTA, Brightline West private high speed rail (Rancho Cucamonga Metrolink Station), regional agencies, utilities, and municipalities; and
- Coordinate and oversee Proposed Project activities and deliverables performed by the DBOM; and
- Cooperate and coordinate with other SBCTA or OIAA consultants, advisors, and contractors to achieve completion of Proposed Project development activities; and

- Develop, monitor compliance, and maintain a commitment register and log based on the commitments and obligations with the Stakeholders, Union Pacific Railroad, Federal, State, other Local agencies and Private Entity requirements contained in the environmental document and all applicable agreements.

#### Deliverable

- Project Management Plan

### **A.2 Project Administration**

Provide administrative personnel and perform general office management and administration for the duration of the PCM contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Proposed Project standards and templates for Proposed Project communications; institute specific Proposed Project initiatives; and
- Provide document control services throughout the Proposed Project duration; and
- Provide general office support at a future co-located field office for the PCM and SBCTA, and others as necessary.

### **A.3 Project Information and Development of Plans**

Consultant shall obtain and review relevant Proposed Project information and prepare various plans.

- Project Information  
Obtain and review all available Proposed Project information, including preliminary engineering, Proposed Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Proposed Project information provided by the Stakeholders, DBOM contractor, UPRR, and others.
- Project Deliverables and Reports
  - In conjunction with SBCTA staff and its advisors, recommend the most appropriate guidelines for development of a Project Management Plan (PMP) and prepare the PMP based on the guidelines approved by SBCTA and OIAA.
  - In conjunction with SBCTA staff, prepare up to two (2) grant applications, the Proposed Project Financial Plan for NEPA purposes, manage the overall financial plan as new fund sources are added including expenditure deadlines and requests for allocations (if applicable), and on a monthly basis monitor the rate of expenditures as it relates to available funding.

- In conjunction with SBCTA staff and its advisors, provide required input for the required reporting updates and deliverables to FAA, Stakeholders, UPRR, Caltrans or other funding partners, or other status reports being produced by SBCTA. (Anticipate annual updates to PMP and FP and monthly status reports for SBCTA).
- Project Close-Out Plan
 

Identify the requirements to effectively close-out the non-maintenance and operation phase of the DBOM contract, including submittals of all record drawings, progress required to obtain substantial and final completion, necessary documentation, applications, data, submittals, and completion of all reports in compliance with Caltrans, OIAA, FAA and any other funding partners.
- Other Plans
 

Prepare other plans identified elsewhere in this SOW. Identify and prepare other plans as necessary to comply with local, state, or federal requirements or as directed by SBCTA.

#### **A.4 Project Safety**

Consultant shall provide a Safety Engineer/Manager who will be responsible for overseeing Proposed Project safety, including ensuring Project team and contractor compliance with Proposed Project safety requirements relevant to a future co-located field office and construction sites. Safety activities include but are not limited to:

- Develop a Project-wide safety program. Provide and implement a Project oversight site safety plan and provide safety training for all owner oversight personnel on the Proposed Project. Provide Personal Protective Equipment (PPE), including hard hats safety glasses, safety shoes, safety gloves, explosion proof flash lights, and safety masks and shields and safety vests, for all owner oversight personnel who will be working on the Proposed Project site; and
- Develop the safety requirements that will be included into the DBOM procurement documents, including safety manual and training program requirements for all Proposed Project personnel, and administration of the DBOM's safety program by a designated safety officer; and
- Ensure compliance of the safety program with all federal, state and local laws, including those of the Occupational Safety and Health Administration, UPRR, Caltrans, Metrolink, OIAA, SBCTA and local agencies and jurisdictions; and
- Review various Proposed Project activities and work processes and perform periodic audits to assess general office and field safety and compliance with current best practices; and
- Work with DBOM to merge their safety requirements and responsibilities with SBCTA and Consultant and build one effective safety oversight program for the Proposed Project. Establish roles and responsibilities, necessary oversight, and reporting requirements; and

- Perform safety oversight of the DBOM:
  - Verify implementation of the safety training by the DBOM for all Proposed Project staff, and assist the DBOM with training to office staff as required; and
  - Track DBOM's proper investigation and reporting of accidents; and
  - Monitor the DBOM provision of proper safety PPE to all DBOMD personnel, and other Proposed Project personnel as required; and
  - Regularly monitor and document or require documentation, from DBOM, of safety meetings with set agendas as conducted by DBOM to document safety understanding and compliance;
  - Regularly monitor DBOM Contractor compliance with Cal/OSHA requirements during construction, in particular, those regulations related to underground construction; and
- Oversee the investigation of accidents, report to SBCTA and OIAA, and as applicable the Stakeholders UPRR, Caltrans and Metrolink. Recommend corrective actions to reduce risks and reoccurrence.

### **Deliverables**

- Safety Plan

### **A.5 Owner Verification (OV)**

In coordination with SBCTA/OIAA OV activities, Consultant shall be responsible for Proposed Project OV quality work to ensure DBOM contract compliance. On behalf of SBCTA, Consultant shall collaborate closely with the Stakeholders to cooperatively merge and integrate its quality responsibilities as one "Tunnel Connection to Ontario International Airport Team" to implement an efficient OV program for the Proposed Project. Consultant shall provide the appropriate administrative support, staff and reporting requirements with the aim of streamlining effective OV procedures and avoiding duplicative efforts. Quality OV activities include but are not limited to:

- In coordination with SBCTA and the Stakeholders, the Consultant shall set up a system to manage all OV activities related to the DBOM contracts, as appropriate, including relevant OV audits, reviews and audit reports for the project. Upon mobilization, the Consultant shall coordinate with SBCTA and the Stakeholders to identify the required checklists, inputs/outputs, reports, etc., to properly track all related OV activities, findings, trends, non-compliance issues, and resolutions for the DBOM contract (system shall be subject to approval by SBCTA); and
- In coordination with SBCTA and the Stakeholders, the Consultant will prepare and maintain an OV Plan for the oversight of the DBOM contract. The OV Plan shall include:
  - The Quality Control ("QC") and Quality Assurance ("QA") requirements that will be incorporated into the DBOM procurement



documents, including qualification requirements of DBOM Key personnel; requirements for DBOM's Design and Construction QA/QC manuals; requirements for quality training of DBOM personnel and training program requirements for all DBOM Proposed Project personnel; and requirements for administration of the DBOM's quality program by a designated quality officer; and

- OV team organization and the clear delineation of roles and responsibilities between all identified parties related to all design, procurement, installation, and construction activities; and
- Procedures for design package and submittals reviews; and
- Procedures and timelines for Stakeholder reviews; and
- Procedures for shop drawing and working drawing reviews; and
- Procedures for end-product OV assessments of completed work during construction; and
- Procedures for material testing verification; and
- Procedures for PCM to perform all source inspections; and
- Procedures for monitoring lining segment production characteristics and tolerances, and
- Procedures for monitoring the DBOM contractor's implementation of its Geotechnical Instrumentation Plan, and
- Procedures for monitoring contractor's annular space grouting placement and quantities, and estimating quantities of excavated materials,
- Procedures for monitoring secant pile and slurry diaphragm wall installations; and
- Procedures for independent statistical sampling verification of DBOM's construction inspections and material testing; and
- Procedures for process assessments of the DBOM Contractor's processes associated with design, construction, commissioning and closeout; and
- Procedures for auditing the DBOM Contractor's management plan implementations; and
- Procedures for issuing, tracking and closing out nonconformance; and
- Procedures for initiating and verifying corrective actions to be undertaken by the DBOM Contractor and verified by the Consultant; and
- Reporting on the status of the OV program.

- The Consultant is to develop and complete the quality requirements and final technical provisions for the DBOM procurement documents.
- **DBOM Design OV:** In coordination with SBCTA and the Stakeholders, the Consultant Quality Manager will be responsible to provide experienced design staff qualified to perform Design OV activities with the Stakeholder reviewers as one cohesive “Tunnel Connection to Ontario International Airport Team”. Joint PCM/SBCTA/City Design Manager positions are strategically planned in order to facilitate efficient Design OV workflow, resolve any conflicting OV review comments, and expedite design review and approval.
- **DBOM Construction OV:** PCM staff will perform all reviews of construction-related assessments, material certifications, and field/lab testing. PCM staff will perform all source inspections, and will provide source inspection and material testing verification and audit reports within the OV Management Hub and report to the SBCTA and the Stakeholder Construction Managers. PCM staff will also provide independent statistical sampling of DBOM’s construction inspections, and material testing to independently validate the DBOM’s inspections and material testing results. Upon review of the PCM construction reports, non-compliance findings, and other construction-related issues the SBCTA and Stakeholder Construction Managers will jointly collaborate with the PCM Construction Manager (Resident Engineer) and actively work to provide resolution and approval on behalf of SBCTA. Assess and audit DBOM contractor’s implementation of its geotechnical instrumentation and monitoring program.

#### Deliverables

- Owner Verification / Contract Compliance Plan
- Quality Management Plan

### A.6 Quality Management of the Consultant Work

A project specific Quality Management Plan (QMP) shall be developed by the Consultant and submitted to SBCTA for review and approval. The QMP shall describe how QA and QC will be executed and managed by the Consultant for the Consultant’s work. The following is a list of the content and scope of what the QMP shall contain:

#### Proposed Project Scope:

- Proposed Project summary description
- Summary scope of work
- Quality objectives
- List of deliverable documents

#### Proposed Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.

- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including QC review and technical checking, Project Management, Project Quality Management and Technical Lead duties.

#### Quality Training:

- Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

#### Scheduling of Quality Activities:

- Accounting for QA and QC activities in the PCM schedule that covers all QC technical checking, interdisciplinary reviews and verification, and internal QA audits.

#### SBCTA, OIAA, Metrolink, and City Reviews:

- Formal review schedules (Peer Reviews and Constructability Reviews).
- Processes for review comments tracking, obtaining responses, resolution, checking of comment incorporation, and closure process.

#### Internal Reviews:

- Quality procedures related to review process for all deliverables.
- Technical review of Consultant produced documents and reports.

#### Management of Requirements:

- The process for the development and management of requirements for the duration of the project, including those from Caltrans, SBCTA and the City.
- Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

#### Quality Procedures for Project Controls:

- Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
- Project QA and QC procedures for configuration management against the baseline design.

#### Quality Control (QC) Procedures for Consultant produced work:

- Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include as appropriate:
  - Checking of calculations and data
  - Checking of drawings and exhibits
  - Checking of specifications and contract documents
  - Checking of quantities and cost estimates

- Review of studies or report-type documents
- Checklists to be used to verify: design criteria / technical compliance; submittal contents; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures for Consultant Produced Work:

- The processes for QA monitoring, surveillances, and audits of the internal QC activities, including when QA audits are to be conducted, and the QC activities and QC documentation to be audited.
- Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

- Quality Records list or definition.
- Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan or document control plan.

**Deliverables**

- Quality Management Plan

**A.7 Public Outreach**

**A.7.1 General Public Outreach Plan**

- SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT.

**A.7. Intentionally Omitted**

**A.7.3 Emergency Responders Proposed Project Briefing**

- Prior to the start of construction activities, Consultant will support SBCTA by having subject matter experts participate in an Emergency Responders Proposed Project Briefing to highlight the Proposed Project details and possible access challenges for consideration by the Proposed Project team.

**A.7.10 Proposed Project Branding, Collateral Material & Advisories**

- At various stages throughout the Proposed Project, SBCTA will request support for development of the following items via the Consultant's subject matter experts:

- Proposed Project description, Proposed Project budget, Proposed Project schedule, photos, etc.
  - Project content for emergency notices – when needed.
  - Project content for press material – when needed.
  - Project content for environmental and right of way related outreach
- All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Legislative and Public Affairs Office before agreeing to appear.
  - All media inquiries shall be directed to the SBCTA Legislative and Public Affairs Office.

#### **A.8 Proposed Project Support and Other Services**

- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with the Stakeholders;
- If included in the DBOM contract, actively participate and support a partnering program for the Proposed Project;
- Prior to the start of final design and construction by the DBOM Contractor, organize, schedule, and conduct a pre-design and construction conference that includes the Stakeholders and select agencies that will be participating in the Proposed Project, as well as the DBOM, to communicate the approach and plan to design and construct the Proposed Project;
- Identify, define, and implement key Proposed Project initiatives that benefit the Stakeholders, community and the Proposed Project by improving work processes and reducing Proposed Project costs and resource requirements;
- Schedule, coordinate, and/or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, reports and documents) necessary to support the Proposed Project management activities;
- In coordination with SBCTA, OIAA, and other agency consultants, participate in internal meetings, prepare and provide information and project documents such as:
  - Invoices including designation of the various fund source percentages and payment amounts for specific items if applicable,
  - Funding reports, and
  - Other project documents as needed.

At this time, the full funding plan and sources are unknown.

- Participate in planning meetings, provide information, prepare materials, and directly participate in formal presentations made to the SBCTA Board of Directors and if requested, the OIAA Board of Directors, City Councils, FAA, FTA, Brightline West, Caltrans, UPRR, Metrolink, and others directly related to project funding as directed by SBCTA.
- Oversee development of the Safety and Security Certification Process by the DBOM through design, construction and system start-up. Ensure the DBOM complies with all applicable requirements and conduct independent audit(s) of the Safety and Security Certification Process.

#### **A.9 Risk Management**

- Develop a qualitative risk register that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- Facilitate “Risk Workshop” with SBCTA and OIAA and make recommendations on fair and reasonable allocation of project risks between Owner and DBOM for successful project completion; and
- Perform ongoing Proposed Project risk identification and management activities by working with the various Proposed Project work groups, including the DBOM; and
- Provide quarterly updates of the risk register showing resolution and mitigation of defined Proposed Project risks, identification of new risks, and required mitigation measures; and
- Provide all necessary reports and actions requested by SBCTA to support requests of the Stakeholders, UPRR, Metrolink, Caltrans, FAA, or others in documenting adherence to all risk management requirements and practices.

#### **Deliverables**

- Risk Management Plan

#### **A.10 Agency Agreements and Stakeholder Coordination**

- Work with SBCTA and its legal advisors to review and assist with developing agency agreements including but not limited to the following:
  - Environmental Mitigation Agreements and Environmental In-Lieu Fee Agreements (various agencies); and
  - Design-Build-Maintain Cooperative Agreements (OIAA, City of Rancho Cucamonga, City of Ontario); and
  - Construction and Maintenance Agreement (Caltrans, UPRR and Metrolink); and
  - Other agency agreements as necessary.

- Identify, define, schedule, facilitate and coordinate with stakeholder agencies in support of Proposed Project policies, procedures, practices and schedules. Additionally, Consultant shall work through barriers and enhance opportunity for innovations in the timely delivery of the Proposed Project, particularly with those commitments and obligations associated with any agreements between SBCTA and the respective agency as appropriate.

### **Deliverables**

- **Stakeholder Management Plan**

## **A11 - Conceptual Design Analysis for Development of Infrastructure Developer Contract Technical Specifications**

As part of Consultant initial activities, consultant shall undertake effort to develop conceptual design for stations and study for the tunnel alignment as described here below:

### **i. Rancho Cucamonga Station**

1. Organize and facilitate one design charrette (structured design workshop) in which key decision makers, explore opportunities and limitations for station elements and the interrelationship of key elements on the site. Stakeholder input will be used to develop technical requirements for Developer RFP.

### **ii. ONT Airport Station(s)**

1. Organize and facilitate one design charrette (structured design workshop) in which key decision makers, explore opportunities and limitations for station elements and the interrelationship of key elements on the site. Stakeholder input will be used to develop technical requirements for Developer RFP.
2. Conceptual Design Work; In coordination with engineering and planning disciplines, the Consultant's Architectural team will elaborate the basic station program and layout developed in the charrette. The space and functional needs of all the station elements will be tested within the confines of the site. Conceptual-level (5%) Architectural plans, sections and elevation will be developed for the station to communicate configuration and critical design requirements for the Developer RFP.

### **iii. Conceptual Tunnel Study for Development of Infrastructure Developer Contract Technical Specifications**

Consultant will prepare a high-level tunnel study to develop and provide conceptual tunnel alignment (plan and profile) and location of portals and ancillary and service facilities including their functional and right of way (ROW) requirements aimed to have initial project definition and configuration in order to initiate stakeholder coordination. The tasks may include:

- Location and conceptual sizing of any potential wayside facilities including shafts and fan plants.



- Initiate collection of topographic, thematic, as-built and geotechnical surface and subsurface data and use available information to inform advancement of an initial base map in support the project later design development.
- Identify initial constraints, risks and opportunities along the Proposed Project corridor to inform later design development.

### **1. Data Collection / Base Mapping**

- Compile aerial, topographic and thematic base maps of the proposed project corridor in Civil3D format to be used for the tunnel alignment study. The base maps shall include electronic data from SBCTA, ONT Airport and publicly available GIS data from San Bernardino County, City of Rancho Cucamonga, City of Ontario, Caltrans and USGS. Field surveying and aerial photogrammetry are not included.
- Collect readily available subsurface record (as-built) data including potential buried facilities, obstructions, foundations, structures and utilities within the Proposed Project corridor from SBCTA, ONT Airport, County of San Bernardino, City of Rancho Cucamonga, City of Ontario, Metrolink, MWD, Caltrans and UPRR. For structures that are critical to the conceptual tunnel study or might be influencing design decisions, trace as-built drawings into Civil3D format and incorporate them into the base map.
- Identify data gaps and recommend next steps to overcome those.

### **2. Alignment Design**

- Identify potential design vehicle(s) and operating parameters. Identify alignment constraints in construction and operations, imposed by the potential tunnel boring machine(s) or vehicle operating features, respectively.
- Develop geometric design criteria accounting for the vehicle operating parameters, passenger comfort and tunneling method.
- Identify potential station locations, orientations and depths. Incorporate the stations initial space planning requirements including passenger circulation, entrances and ancillary and equipment rooms from Task A.11.
- Identify potential locations of any required wayside egress and ventilation facilities.
- Identify locations and depths of subsurface constraints to the tunnel alignment along the Proposed Project corridor. Include, at minimum, the MWD 13-ft diameter water conduit, Milliken Avenue I-10 overpass structure, and UPRR structure.
- Develop conceptual tunnel alignment based on the identified criteria and constraints while reducing the needs for additional right of way.
- Develop conceptual tunnel profile based on the identified criteria and constraints while reducing the potential settlement effects on overlying structures and utilities.
- Develop schematic station plans and typical sections.
- Provide up to 3 potential alternative alignments.
- Prepare alignment plan and profile roll plots (up to 3)

- Prepare technical memorandum summarizing the tunnel and station conceptual study.

### **3. Geotechnical Desktop Study**

- Collect geologic map and bore hole data within the Proposed Project corridor from publicly available sources, including SBCTA, ONT Airport, County of San Bernardino, City of Rancho Cucamonga, City of Ontario, Metrolink, MWD, Caltrans and UPRR.
- Prepare subsurface geotechnical profile and transverse sections at critical ancillary facilities along the corridor.
- Identify seismic design parameters for the Proposed Project corridor for use with California Building Code and Caltrans seismic design criteria.
- Identify potential subsurface risks for tunneling and station construction.
- Identify data gaps.
- Prepare technical memorandum summarizing geotechnical desktop study and next steps.

### **4. Initial Geotechnical Investigation**

- Consultant shall perform initial geotechnical investigation program to provide ground information to be included in the Developer RFP documents.
- Geotechnical investigation to include no more than five geological borings along the proposed project alignment, to be located at critical locations as agreed with SBCTA.
- Consultant shall perform laboratory testing on representative soil samples from geotechnical borings. Testing shall be performed to determine relevant index and engineering properties to be provided as reference material in the Developer RFP documents.
- Consultant shall prepare a geotechnical memorandum summarizing the results of the geotechnical investigation.

### **5. Fire & Life Safety Analysis**

- Identify potential vehicle(s), operating parameters and fire and life safety parameters including time-temperature and time - fire heat release rate curves.
- Identify pertinent fire and life safety codes.
- Identify requirements for egress and ventilation along the running tunnel alignment and at an underground station.
- Identify likely ventilation facilities at the feasibility study level by providing conceptual ventilation design using one-dimensional or simplified analysis to estimate the size of ventilation shafts, ducts and fan plants, egress ways, power requirements of the tunnel ventilation equipment, and tunnel climate (air and wall temperatures) prognostic calculations. Qualitative summary of reliability, availability, maintainability and safety aspects of system configuration and key equipment selections will be developed to identify key issues in system.
- Prepare technical memorandum summarizing fire and life safety analyses, outline risks and technical challenges, and identify next steps.

## 6. Settlement Analysis

- Identify structures and utilities within the zone of tunneling and excavation induced ground movement. Include the MWD 13-ft diameter water conduit, Milliken Avenue I-10 overpass structure, UPRR structure and up to 5 additional utilities.
- Obtain readily available as-built information and, if available, the existing condition data.
- Identify tolerable movement criteria for the structures and utilities based on published literature and owners' criteria, if available.
- Identify subsurface condition at these locations.
- Estimate the range of "volume loss" for the potential tunnel boring machine and tunneling method. Perform parametric study to estimate range of potential outcomes.
- Estimate the effect of tunneling induced ground movement on the structures and utilities for a range of tunnel depth and separation distance.
- Estimate settlement at the structures and utilities for one critical sections of potential tunnel alignment(s) and profile(s).
- Prepare technical memorandum summarizing the settlement analysis to be included as reference material in the Developer RFP documents.

## 7. Right of Way Engineering

- Identify conceptual level footprints for the stations, tunnel, intermediate shafts for one (1) tunnel alignment and profile.
- Identify conceptual level design buffer (width, depth or height) around the permanent facilities
- Identify conceptual level footprints for the temporary construction staging areas and enabling work.
- Identify right of way and easement needs. List by parcel numbers, full take or partial take, and size.
- Prepare technical memorandum summarizing right of way and easement needs.

### Design Criteria

- Identify and compile list of governing and pertinent codes, standards, guidelines.
- Prepare outline of Design Criteria.

### Deliverables:

- Base map (Civil3D file)
- As-built data
- Technical memorandum summarizing base map, data collection, data gaps and recommended next steps
- Conceptual alignment plan and profile roll plots (up to 3 alternatives)
- Technical memorandum summarizing geotechnical desktop study
- Technical memorandum summarizing fire and life safety analysis

- Technical memorandum summarizing the settlement analysis
- Technical memorandum summarizing right of way and easement needs
- Technical memorandum summarizing alignment, tunnel and station conceptual study Outline of design criteria

## **B. Design Management**

In coordination with the Stakeholders, Consultant shall provide day-to-day management of planning, environmental, design review, and oversight activities for the Proposed Project, including coordinating with affected agencies on technical issues relating to utilities, ROW acquisition, third-party coordination, and environmental mitigation. Coordinate DBOM design activities with those of OIAA, City of Rancho Cucamonga, City of Ontario, Metrolink, UPRR, and Caltrans to ensure design compatibilities.

Consultant shall assist with review and development of the Request for Proposal (RFP) documents, Technical Provisions, Reference Information Documents and all other pertinent attachments. Consultant shall participate in the evaluations of the DBOM submitted documents, review proposals and provide technical selection recommendations for the DBOM contract.

Consultant shall assume final design work is completed by June 30, 2023.

Consultant, in close coordination with the Stakeholders, shall perform the following Design management activities:

### **B.1 Design Management**

- In coordination with the Stakeholders, perform OV quality reviews of the DBOM design submittals for conformance with the approved Design Quality Management Plan. Consultant shall perform OV quality reviews of the submittals prior to initiating OV technical reviews to ensure submittals are fully complete, certified, and prepared for OV reviews by the PCM/Stakeholders Design team; and
- In coordination with the Stakeholders, perform OV technical reviews of key requirements of each DBOM design submittal for conformance with the contract documents and all applicable Railroads, Federal, State, and Local agency requirements. In coordination with the Stakeholder Design Approving Managers, provide staff planning and resource requirements to facilitate Stakeholder approval and meet schedule commitments and including all required disciplines such as roadway, railroad, structural, airport, drainage, electrical, communications, ventilation, mechanical, fire-life safety, technology utilities, traffic, and geotechnical, materials engineers and other support staff as required to perform all relevant OV technical reviews and approvals. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with the Stakeholders, Metrolink, UPRR, and Caltrans in effectively managing design OV efforts; and

- In accordance with the Consultant's approved OV Plan, perform design process assessments of the DBOM design activities QC and QA processes, and management system audits of the implementation of design-related activities against approved management plans.

#### **Deliverables**

- Engineering and Design Management plan

### **B.2 Design Support**

- Review the design concept drawings provided by DBOM contractor; and
- Review available Proposed Project data and information, including Proposed Project reports, plans, estimates, technical and planning studies, cooperative agreements, environmental documentation and other Proposed Project information as provided by the Stakeholders and DBOM ; and
- Consultant will secure any necessary encroachment permits for surveying, geotechnical investigations, and utility potholing needed prior to award of the DBOM contract as appropriate, and including providing all supporting documentation, such as exhibits that may be needed to acquire the encroachment permits. These may include, but are not limited to OIAA Encroachment Permit, UPRR Encroachment Permit, City Encroachment Permits, Caltrans Encroachment Permit, etc.; and
- Provide conceptual design support for the DBOM procurement documents related to Tunnel and two surface stations at Ontairo Airport as requested by SBCTA; and
- Review DBOM Computer-Aided Design and Drafting (CADD) protocols and document DBOM compliance with contract documents, and which shall include all City standards and requirements; and
- Monitor compliance and take corrective actions to submittal procedures, cycles, and review time frames for the processing, review, and approval of all submittals by the Stakeholders in compliance with the DBOM contracts; and
- Represent SBCTA, in coordination with the Stakeholders, and the DBOM on all engineering issues to facilitate Proposed Project approvals. Facilitate other agency reviews/approvals of all Proposed Project submittals, as required; and
- Regularly coordinate and communicate with SBCTA, in collaboration with the Stakeholders, on status and progress of design reviews and oversight of DBOM's submittals. Identify any technical issues with proposed solutions and make recommendations to resolve to SBCTA, including necessary actions to implement proposed solution(s); and
- Coordinate SBCTA and the Stakeholders' involvement and participation in DBOM technical meetings, process DBOM meeting minutes, and coordinate

SBCTA and other Stakeholder action items resulting from technical meetings, along with necessary agency approvals; and

- Schedule, coordinate, and attend meetings, as necessary, in cooperation with the Stakeholders and DBOM, including the preparation of agendas, meeting minutes, and action items; and
- Participate with DBOM in providing Notices to Owners and in overseeing and coordinating the design and engineering work of the utility agencies and those of the DBOM, as appropriate.

### **B.3 Tunnel, Shaft and Station Structures**

In coordination with the Stakeholders, Consultant shall:

- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the Developer RFP documents; and
- Identify the standards and regulatory requirements to be met for the tunnel and develop the technical specification for the DBOM RFP related to the tunnel including, but not limited to, seismic requirements, emergency evacuation requirements, and fire-life safety requirements; and
- Identify areas for risk reduction, long term maintenance reduction and improved safety; and
- Identify and provide preliminary long lead time Proposed Project elements necessary to support the DBOM delivery schedules as requested by SBCTA; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, which shall include all City of Rancho Cucamonga, City of Ontario, OIAA, UPRR, Metrolink and Caltrans standards, and other agency standards as applicable; and
- Review and respond to tunnel, shaft and station structures-related issues and activities after issuance of Release for Construction (RFC) packages.

### **B.4 Roadway & Drainage**

In coordination with OIAA, City of Rancho Cucamonga, City of Ontario, UPRR, Metrolink, and Caltrans, Consultant shall:

- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents; and



- Identify areas for risk reduction, long term maintenance reduction and improved roadside safety; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, which shall include all City of Rancho Cucamonga, City of Ontario, OIAA, UPRR, Metrolink and Caltrans standards, and other agency standards as applicable; and
- Review and respond to roadway and drainage-related issues and activities after issuance of RFC packages.

### **B.5 Maintenance of Traffic**

In coordination with the Stakeholders, Consultant shall:

- Review available project data and information, including project reports and planning studies, and prepare conceptual maintenance of traffic plans, including addressing bicycle and pedestrian circulation during construction, and which will meet the applicable city approval or OIAA approval for incorporation into the RFP documents; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports, required by the contract, for acceptability and conformance to contract requirements, which shall include all City of Rancho Cucamonga, City of Ontario, OIAA, UPRR, Metrolink and Caltrans standards, and other agency standards as applicable; and
- Review and respond to maintenance of traffic-related issues and activities after issuance of RFC packages.

### **B.6 Geotechnical**

In coordination with the Stakeholders, Consultant shall:

- Review the geotechnical information developed by the DBOM; and
- Evaluate DBOM submitted documents and provide technical selection recommendations; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, which shall include all City of Rancho Cucamonga, City of Ontario, OIAA,



UPRR, Metrolink and Caltrans standards, and other agency standards as applicable; and

- Review and respond to geotechnical-related issues and activities after issuance of RFC packages.

### **B.7 Traffic Management System (TMS)**

In coordination with the Stakeholders, and in compliance with environmental documentation as appropriate Consultant shall:

- Review draft Traffic Management Plan (TMP) and make recommendations on possible enhancements; and
- Manage and Coordinate any bicycle and pedestrian detour plans or requirements; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, which shall include all City of Rancho Cucamonga, City of Ontario, OIAA, UPRR, Metrolink and Caltrans standards, and other agency standards as applicable; and
- Review and respond to TMS-related issues and activities after issuance of RFC packages.

### **B.8 Electrical & Lighting**

In coordination with the Stakeholders, Consultant shall:

- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents; and
- Identify areas for risk reduction such as redundant service connections, long term maintenance reduction and improved safety; and
- Station and tunnel lighting in coordination with Architectural Lighting Designer; and
- Vehicle recharging system, including utility, equipment and spatial requirements; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements,

which shall include all City and Railroads standards, and stakeholder agency standards; and

- Review and respond to electrical and lighting-related issues and activities after issuance of RFC packages.

## **B.9 Environmental & Permits**

In coordination with the Stakeholders, Consultant shall provide environmental oversight, support, monitoring, compliance, and coordination of DBOM's environmental obligations and commitments under the contract, including obligations and requirements with resource agencies.

The DBOM will lead the effort to secure the necessary CEQA and NEPA environmental approvals for the project. The Consultant will provide support as needed and monitor progress and risk.

### **Environmental Approvals**

- Assist SBCTA with strategic advice, note taking, action item log management, environmental file management, and attendance at lead federal agency and cooperating meetings relevant to the project, required environmental approvals and class of action for the project;
- Supporting technical supporting studies, reports and or memos will be required by the Federal and state lead agency (SBCTA). Topical discipline areas and format are yet to be determined and will in part be dependent on the project's preliminary design and lead agency requirements. Consultant will review all DBOM submitted NEPA and CEQA technical reports and supporting materials, check coordination levels, and support SBCTA's submissions of those reports to the lead agencies as needed;
- Consultant will support coordination between lead agency requirements, SBCTA, Stakeholder requirements, and the DBOM's engineering and environmental team;
- Consultant will assist in review of DBOM's response to review comments from lead agencies;
- Consultant will review draft and final NEPA and CEQA documentation and will check as needed that the environmental documentation is 508 compliant.
- Consultant will review and QC all submitted NEPA and CEQA environmental documentation required under the class of action and support SBCTA's submissions to the lead agencies for approvals as needed.
- If an environmental document is required, the DBOM maybe required to host and manage, in coordination with SBCTA, a public scoping meeting in addition to a public meeting for circulation of the draft document. The Consultant will review all materials needed for any planned public environmental meetings, including review for 508 compliance requirements. Consultant will attend and support public meetings, as needed.

## Permitting

The DBOM will lead the effort to secure all necessary permits. The Consultant will provide support as needed and monitor progress and risk.

DBOM will submit permit application packages and Consultant will provide support and ongoing compliance monitoring throughout the duration of the Proposed Project. This work includes:

- Incorporation of environmental requirements and approved mitigation commitments and plans into the PMP and Maintenance Plan as applicable; and
- Support the environmental permit application packages (provided by DBOM) as appropriate and perform ongoing monitoring of proper compliance by the DBOM; and
- Monitor and track amendments to the permits secured by the DBOM, if needed, due to changes by the DBOM and/or SBCTA-directed changes; and
- Oversee inclusion of all permitting requirements into the revised mitigation and monitoring plan; and
- Analyze and assess environmental re-validations required due to changes prepared by the DBOM and/or SBCTA-directed changes, and implement accordingly including overseeing submission to and approval of re-validations by the lead agencies; and
- Coordinate with the Stakeholders, DBOM Contractor and SBCTA for review and comment on all environmental activities, including agreements, permits, and exercises of re-validations; and
- Oversee the DBOM's acquisition and/or maintenance of all necessary environmental permits affecting construction, including storm water permits, flood control permits or any other permits required to perform Proposed Project work; and
- Oversee and assist as necessary with the DBOM's incorporation of environmental commitments into the project's plans, specifications and estimates package; review and adjust or revise specifications language as requested by SBCTA; and
- Schedule and coordinate meetings necessary to track successful compliance with all environmental requirements are met, including providing agenda and meeting minutes and action items and notify SBCTA and DBOM Contractor for corrective actions needed and track responses; and
- Oversee implementation of the approved mitigation monitoring plan for compliance with all jurisdictional and regulatory agency permit requirements and the mitigations and commitments documented in the environmental document.

- Oversee and review reporting from DBOM's pre-construction surveys as required in the MMRP.

### **B.11 Utility Coordination & Oversight**

The DBOM will be required to coordinate all utility work affected by the Proposed Project. In coordination with the Stakeholders, Consultant shall provide support to the DBOM as needed, monitor risk associated with utilities, attend utility coordination meetings as required, and prepare a complete matrix of utility-related actions which is updated on a weekly basis. Utility support activities may include, but are not limited, to the following:

- Meet with DBOM, utility companies and other entities to determine their design and construction requirements related to the relocation, protection, and abandonment of utilities required to accommodate the Proposed Project, and to establish any potential ROW impacts for utility relocations, including guy poles, supports, easement requirements, etc.;
- Make recommendation to SBCTA on final utility relocation plan, utility service connections for final operations, and utility shutdown procedures established by the DBOM.
- Consider innovative methods that may benefit the Proposed Project when planning utility and other related Proposed Project work;
- Provide support necessary to secure all final, executed utility agreements with private utility owners as necessary to facilitate utility work. Monitor all utility relocation work activities and meet regularly with DBOM, utility agencies, and Stakeholders to coordinate and schedule all required utility relocation work;
- Coordinate all interaction and correspondences with utility owners, including but not limited to preparation of proper notices (i.e., Notice to Owners), DBOM submittals, notice to utility owners required to commence their (utility owner) design, procurement, and relocation activities, as necessary;
- Prepare Report of Investigation (ROI) as outlined in Section 13-05 of Caltrans ROW Manual Chapter 13, as needed;
- Review and comment, as appropriate, on utility owner designs for inclusion into DBOM final design documents, and review DBOM documents for proper inclusion of the utility owner designs;
- Confirm that the utility agencies and DBOM have all necessary permits and ROW clearances to allow relocation work to proceed;
- Oversee relocation work for all early relocation utilities, including verification of relocation location;
- Oversee coordination between the DBOM and utility agencies' construction and relocation work, address any issues, and confirm identification, protection, adjustment, removal, or relocation of the subject utility in compliance with State and Federal laws and regulations, standards, and agreements; assist,

coordinate and document all discussions related to utility betterments between the Proposed Project team, DBOM and utility agencies;

- Survey to document as-built location (horizontal and vertical) of all underground utility relocations as requested by SBCTA; and
- Oversee and coordinate the final documentation and completion of the utility owner relocation work, and review and recommend final payments and closeout.

## **B.12 Survey & ROW Engineering**

In coordination with the Stakeholders, Consultant shall review surveying and related ROW work provided by the DBOM for accuracy and compliance with local, state, and federal requirements, including the Uniform Act, and make related recommendations to SBCTA. This includes, but is not limited to, identification of ROW requirements, ROW acquisitions, easements and ROW engineering services as needed in support of design development and OV of the DBOM construction survey and to ensure post-construction Record of Survey Tasks are completed, including the following:

- Pre-Construction Record of Survey – review and ensure a pre-construction record of survey for the ROW land net map in conformance with statutory requirements, including the County of San Bernardino, and to delineate limits of existing record ROW is provided by the DBOM.
- Survey Control – ensure the DBOM survey control is established and is sufficient as a basis for the project’s aerial mapping, cadastral work that will be used for the right of way engineering effort, incorporate elevations by GPS and/or trigonometric methods to all newly set control for future utility pothole and manhole locations. Detailed topographic surveys for design purposes are to be done by the DBOM and verified by the Consultant.
- Land Net Survey – ensure the DBOM prepares a land net survey, which is the backbone of right of way engineering work, including:
  - Legal descriptions and plats
  - PD26 (if required)
  - Utility Mapping
  - Record of Surveys
  - Monument perpetuation
  - Appraisal Maps(if required)
  - Research of public records/maps, including state, county, cities, and quasi-public agencies
  - Organize all research records; pre-calculate all critical points for field search to establish the land net.
  - Locate and tie in all pertinent cadastral monuments to establish the state right of way, crossing and parallel streets, and other critical rights of way, and those parcels identified for permanent takes.

- Consultant will work with the DBOM surveyor to review and tie into their centerline control for the mainline and street crossings for overall project uniformity.
- Utility Verification – ensure the DBOM does adequate field survey to document the pothole locations required and the location of relocated underground utilities.
- Advanced Design Surveys – identify the need for Advanced Design surveys to be done by the DBOM or others.
- ROW Engineering – review appraisal maps (ROW Maps) provided by the DBOM and ensure conformance with all applicable regulatory requirements and applicable drafting standards to facilitate ROW acquisition. The Stakeholders in partnership with the DBOM will provide limits of properties that will be impacted by this project. Right of Way engineering subtasks are based on the following parcel and acquisition count based on a preliminary review of the proposed alignment, and for estimating purpose will include the following assumptions:
  - Up to four (4) easement rights from private entities;
  - Sub-surface easement rights, or similar right of way instrument, for Milliken Avenue, Airport Drive, UPRR Alhambra Subdivision, I-10, and OIAA.
- Field and office survey support on an as-needed basis to provide survey OV checks;
- Ensure DBOM completes an accurate and adequate post-construction Record of Survey of the new ROW limits and records a post-construction Record of Survey for the land net in conformance with statutory requirements and that delineates limits of the new record ROW. Ensure the record of survey is submitted for review and filing by the County of San Bernardino;
- Ensure DBOM sets monuments at points on new right of way; and
- Ensure DBOM files Records of Survey with new limits shown and the appropriate documentation.

### **B.13 ROW Services**

In coordination with the Stakeholders, Consultant shall provide a ROW Manager who will be responsible for the technical and administrative functions required to provide oversight, and assistance when needed, to SBCTA and the DBOM related to securing adequate rights to all required property necessary to complete the Proposed Project. Consultant shall provide the preliminary right of way requirements to develop the RFP and Technical Provisions and help facilitate completing the Proposed Project in a timely fashion according to the schedule. For initial budget estimating and planning purposes, use the information provided above in Section B.12, as well as the identified need to secure access rights from the Stakeholders, other than SBCTA, Metrolink, Caltrans, and UPRR. All ROW shall be acquired in SBCTA's name and, if needed, transferred to other entities as appropriate upon project completion.



Consultant is responsible for monitoring the status of ownership of property, the need for transfer upon completion of the Proposed Project, and completing the transfer of such property. ROW services include but are not limited to:

- Overall coordination and management with the Stakeholders, Caltrans, Metrolink, UPRR, Caltrans, FAA and the DBOM, and assisting with the development and implementation of the ROW program as needed; ROW program shall consider maximizing the use of existing public ROW and minimizing private ROW acquisition, all types of permanent or temporary acquisition requirements and easements, including utility easements, aerial easements, structure easements, maintenance easements, sub-surface easements, foundation easements, etc.;
- Considering the DBOM Proposed Project schedule, consultant shall provide guidance regarding all related property acquisition and negotiation services required for the Proposed Project to progress in a timely and efficient manner, including all necessary environmental investigations and remediation;
- Provide, update and maintain an Excel-based Right of Way Status Report;
- Obtain and review title reports, escrow documents, related utility documents, easement requirements, and ROW certification provided by the DBOM;
- Assess any proposed modifications or changes to the ROW proposed by the DBOM and provide investigations and analyses to help facilitate completing the Proposed Project; consultant is encouraged to provide innovative ideas, techniques, or proposed recommendations to SBCTA that may benefit the Proposed Project as a whole;
- Provide oversight for ROW acquisition and relocation services, and ensure compliance with Federal, State, and Local laws and regulations, in support of the Proposed Project's schedule, as needed;
- Coordinate and facilitate negotiations on multiple Construction and Maintenance Agreements with UPRR, Metrolink, City of Rancho Cucamonga, City of Ontario, Caltrans, OIAA, and others as appropriate;
- Ensure the DBOM develops a hazardous materials work plan in compliance with Federal, State, Local, Metrolink, Caltrans, and UPRR requirements. Provide oversight of and coordination with the DBOM on the implementation of work plan and disposition of hazardous materials;
- Provide any necessary support of the Eminent Domain process, including hearings, support materials and other requirements (assumes eminent domain support for three parcels);
- Perform all necessary Proposed Project close-out activities, in coordination with Caltrans, including ROW transfer from SBCTA to the various agencies; and



- Continue to provide the appropriate progress/status reports, and schedule and attend meetings, as necessary, to support the acquisition, relocation, and close-out processes, and coordination with the DBOM.

#### **B.14 OIAA, Metrolink, Caltrans, and UPRR Coordination**

- Oversee and support the DBOM's efforts related to securing the necessary right to cross, and work adjacent to, the UPRR Alhambra Subdivision, Metrolink San Bernardino Line, and I-10. Ensure SBCTA's requirements are met with technical review and processing for approval of Construction and Maintenance Agreements based on Proposed Project schedule requirements.
- Oversee and assist with coordination of DBOM design reviews with OIAA, Metrolink, Caltrans, and UPRR. Facilitate receipt of approvals of DBOM designs.
- Ensure compliance with FAA and OIAA requirements with respect to improvements on airport property.
- Ensure compliance with Caltrans requirements with respect to crossing I-10.
- Ensure compliance with UPRR requirements with respect to working near or crossing the Alhambra Subdivision.
- Ensure compliance with Metrolink requirements with respect to working near or crossing the Metrolink San Bernardino Line.
- Oversee compliance with the plans and specifications by the DBOM with OIAA, Metrolink, Caltrans, and UPRR guidelines.
- Determine the need for California Public Utilities Commission (CPUC) formal and short form applications for incorporation into the DBOM RFP. Oversee and monitor the CPUC approval process.
- Work with the DBOM ROW personnel to receive all construction right-of-entry documents, including temporary construction licenses (TCLs) and permanent easements. Oversee and ensure no unauthorized uses of property.

#### **B.15 Architecture**

- Not required.

#### **B.16 Fire and Life Safety**

- Identify the standards and regulatory requirements to be met for the stations and develop the technical specification for the DBOM RFP related to the stations including, but not limited to, station occupancy, fire-resistive construction, fire sprinklers, emergency evacuation and fire-life safety requirements.
- Review DBOM provided documents for compliance with relevant criteria.

## B.17 Systems Integration

In coordination with the Stakeholders, Consultant shall:

- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents; and
- Work with DBOM personnel to ensure that all system elements are properly and efficiently interfaced with each other
- Review the DBOM contractors Systems Integration Plan to identify areas of logical and physical interfaces for communications, SCADA, electrical, mechanical, ventilation, and other tunnel subsystems
- Work with DBOM personnel to define requirements for integrated systems (tunnel controls, fire-life safety, mechanical, technology, electrical, and others as necessary)
- Review DBOM contractors preliminary design to identify interface points with Stakeholders
- Work with DBOM personnel to develop functional requirements for integrated systems
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, which shall include all City of Rancho Cucamonga, City of Ontario, OIAA and Metrolink standards, and other agency standards as applicable; and

## B.18 Systems Engineering Management Plan

In coordination with the Stakeholders, Consultant shall:

- Develop a Systems Engineering Management Plan (SEMP) for the overall program to document the systems engineering process the SBCTA and the developer will follow. The SEMP will document the Systems Engineering Process (SEP) the SBCTA will follow to deliver a successful program. The SEMP enables the SBCTA to manage the overall technology development within the program using consistent systems engineering principles and methodologies to maximize the quality of each system while adhering to the scope, budget, and schedule. The SEMP will be included as part of the procurement package as it defines the design process for the technology components that the Developer will be required to follow.
- Respond to one round of reviews by USDOT/FTA for both the ConOps.

## B.19 Concept of Operations

In coordination with the Stakeholders, Consultant shall:

- Provide input on how to address new vehicle and control system designs vs. service-proven designs in the DBOM RFP requirements.

- Provide input into safety, performance, and passenger comfort implications of all seated vs. a mixture of seated and standing passengers onboard vehicles.
- Provide input for how to address future technology revisions and potential new technologies when defining the interfaces in the tunnel, at the stations, in the maintenance facility, in central control, and in storage/charging areas.
- Develop an Concept of Operations (ConOps) to lay out the operational scenarios and user needs for the SBCTA Airport Connector program based on the business requirements for the program developed by SBCTA, existing and proposed operations in the tunnel and other operations at the airport and RC station. The scenarios are intended to walk-through the individual components associated with each aspect of the tunnel operation. The scenarios will be used to identify the needs and any gaps in the business requirements. User needs will be documented as the final list of user needs which will be developed to support traceability in future phases.
- The ConOps will be technology focused. Specifically, the ConOps will address the following:
  - Vehicles
  - Supervisory System
  - Infrastructure Elements
  - Data Management System
  - Security and Cybersecurity
  - Communications System
  - Power systems
- The ConOps will include a list of standards that the Developer will be required to follow during the design, implementation and testing/certification of the vehicles.
- Respond to one round of reviews by USDOT/FTA for both the ConOps.
- Identify key issues that will require additional evaluation and development by SBCTA. It is anticipated that SBCTA will include the development of these artifacts in the scope of services for the Developer. Consultant will prepare a short description of each of these documents for inclusion in the DBOM procurement documents. The documents as part of the effort of developing the SEMP and ConOps include:
  - Security
  - Cybersecurity Architecture Plan
  - Incident Management Plan
  - Cybersecurity Operation Plan
  - Risk Management Process and Procedures
  - Business Impact Analysis (BIA) plan
  - Vulnerability Management
  - Risk Assessment
  - Data Privacy Plan
  - Continuity of Operations Plan (COOP)
  - Business Recovery Plan

- Data
- Data Flow Diagram (DFD)
- Data Management Plan
- Data Catalog
- Business Glossary
- Data Dictionary
- Data Governance Plan
- Interface Control Document (ICD)
- Network Port Maps
- Vehicle
- Vehicle Equipment Repair Manuals
- Vehicle Maintenance Procedures
- Preventive Maintenance Procedures
- O&M
- Operations masterplan
- Maintenance masterplan
- System Safety Program Plan (SSPP)
- System Safety Certification Plan (SSCP)
- Safety and Emergency Preparedness Plan (SEPP)
- The systems engineering documents, as required as part of 23 CFR 940.11 for ITS and 7 CFR 1724 will be developed to the requirements set by IEEE and INCOSE (<http://www.incose.org/ProductsPublications/sehandbook> ).

**Deliverables:**

- o Draft SEMP
- o Final SEMP
- o Draft BSIC User Needs List
- o Draft BSIC Scenarios List
- o Draft ConOps
- o Final ConOps

**B.20 Vehicle Technology & Systems**

In coordination with the Stakeholders, Consultant shall:

- Identify key goals and metrics for proposed systems
- Compare potential technology solutions for project
- Delivery technology review and recommended strategic approach
- Define requirements for the technology vendor for final design and testing
- Evaluate DBOM submitted documents and provide technical selection recommendations
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM

submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements

- Review and respond to technology-related issues and activities after issuance of RFC packages.
- Review and respond to technology-related issues and activities during the design phase.
- Review the DBOM developed test plans for Certification, Verification, Validation and Acceptance testing at the appropriate intervals during the design phase. Reviews will include coordination with the traceability matrix to ensure that all requirements are properly tested to the right level and that the test plans developed by the vendor are adequate to ensure a functional system.
- For components the DBOM is expected to self-certify Consultant will review the self-certification plan developed by the vendor and verify completeness of the certification plan.

#### **B.21 Tunnel Ventilation and Mechanical Systems**

- Identify the standards and regulatory requirements to be met for tunnel ventilation requirements and develop the design criteria for the DBOM RFP related to the tunnels including, but not limited to, emergency evacuation and fire-life safety requirements; and
- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents; and
- Identify areas for risk reduction such as long-term maintenance reduction and improved safety; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, which shall include all City and Railroads standards, and stakeholder agency standards; and
- Review and respond to ventilation and mechanical-related issues and activities after issuance of RFC packages.

#### **B.22 Fare Collection & Technology**

- Review available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents; and
- In coordination with the Quality Manager's role described in Task A.5, participate in DBOM over-the-shoulder reviews and applicable task force meetings, and provide OV technical review services to review DBOM submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract

requirements, which shall include all City of Rancho Cucamonga, City of Ontario, OIAA and Metrolink standards, and other agency standards as applicable; and

- Identify the standards and requirements to be met for the ticketing and fare-gate systems and develop the technical specification for the DBOM RFP related to the ticketing system and fare-gate system.

### **B.23 Safety Process and System Safety Certification**

- Coordinate with California Public Utilities Commission (CPUC) to determine the need to incorporate formal and short form applications into the DBOM RFP. Oversee and monitor the CPUC approval process.
- Develop a Safety Management Plan (SMP) defining the activities and responsibilities for the implementation of safety requirements during the design, construction, testing and final acceptance of the Project. Coordinate roles and responsibilities with the respective stakeholders as necessary.
- Oversee the DBOM's development and implementation of a Safety Certification Plan (SCP). Ensure the Plan outlines an effective certification program and describes the process used to document verification of the various safety certification elements.
- Oversee the System Safety Certification process including the hazard identification and resolution process. Coordinate with CPUC, FTA, and other Stakeholders as necessary to facilitate the process.

### **B.24 Operational Analysis**

- Using ridership data provided by SBCTA, the proposed alignment, and other agreed assumptions, perform operational analysis to validate the system performance and passenger level-of-service criteria outlined in the DBOM RFQ. Provide findings of operations analysis to SBCTA and discuss any recommended changes or additions to the criteria for incorporation in the DBOM RFP.
- Review the system performance narratives provided in the DBOM RFQ responses and verify the proposed parameters are achievable.

## **C. Contracts Management and Procurement Services**

In coordination with the Stakeholders, Consultant shall provide contracts management and administration services to monitor performance by the DBOM to the requirements of their contract. This includes all aspects of the contract, for example, the Disadvantaged Business Enterprise (DBE) subcontracting performance, labor compliance, and administration of change management processes on behalf of SBCTA.

In support of SBCTA, define, prepare, and administer procurements for DBOM and other procurements as required for the Proposed Project development and/or operations and maintenance.

Contract management and procurement services include:

## C.1 Contracts Management

- Provide contracts management services for the overall Proposed Project and its various contracts. This includes identification and allocation of staffing resources to accomplish specific contract administration tasks; integration and coordination with Proposed Project Staff on contract matters; and attendance at meetings to coordinate contract management-related activities and deliverables with the DBOM and Stakeholder entities associated with the Proposed Project. Identify contract compliance issues for the DBOM contract, provide analyses, and make recommendations to resolve issues for SBCTA approval;
- Coordinate and manage additional SBCTA contracts in connection with environmental mitigation and other contracts related to Proposed Project development, design, construction, operations and maintenance as appropriate;
- Schedule, coordinate, and attend meetings to support all Proposed Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings.

## C.2 Contract Administration

- Establish Proposed Project correspondence and communication procedures and protocols consistent with the requirements of the DBOM contracts and monitor and document compliance with these requirements;
- Process DBOM correspondence according to the Proposed Project requirements in a timely manner to support SBCTA and stakeholder agency approvals;
- Review DBOM payment applications for compliance with contract requirements. Identify areas of concern and resolve with DBOM and SBCTA;
- Identify the amount of the final payment due to DBOM and assist SBCTA with processing any final contract changes. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to OIAA, Metrolink, Caltrans, and UPRR where appropriate. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock;
- Post construction; continue to do all required reporting. Prepare final Proposed Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control;
- Prepare the final documentation to release all liens and recommend final payment and release of bonds and retention;
- Provide the systems and tools to provide documentation and tracking of DBOM and Consultant's contract compliance;



- If included in the DBOM contract, prepare and issue SBCTA-directed CCOs in compliance with the DBOM contract requirements. Negotiate final terms with the DBOM to process the CCOs and seek any necessary external approvals as appropriate;
- If included in the DBOM contract, review and analyze contractor-initiated by the Contractor. Negotiate final terms and process for approval by SBCTA and other stakeholder agencies, including City, Railroads, Caltrans and FHWA as appropriate;
- Perform regular review and documentation of DBOM communications for changes and claims, and report to SBCTA with recommendations and actions; and
- If included in the DBOM contract, provide reporting tools and CCO logs to properly track and monitor change notices, CCOs, and claims to identify trends and measure cost and schedule impacts.

### C.3 Procurement Services

Provide broad procurement support for the DBOM and other contracts as necessary to develop, design, and build the Project. Consultant shall participate in the development of a procurement strategy, assist in the development of solicitations by refining SOWs and technical documents, review and provide input on procurement documents to SBCTA's general counsel.

- Consultant shall review and understand SBCTA policies, procedures, and legal requirements related to its procurements;
- Consultant shall coordinate with SBCTA to:
  - Support the preparation of procurement documents, including RFPs, contracts, evaluation criteria, evaluation manuals, and certain procurement correspondence by either providing direct input or review and comment on documents as appropriate;
  - Maintain adequate practices and procedures to ensure strict adherence to confidentiality agreements by all members of the procurement team, including measures to ensure the security of all procurement-related documents;
  - Develop a detailed work plan for SBCTA's timely development, review of and collaboration on procurement documents;
  - Participate in regular discussions and calls during the development of design-build procurement documents and procurement period as appropriate;
  - Maintain a complete and accurate official procurement file, including electronic and hard copies;

- Track, review, and coordinate with SBCTA in the development of responses to questions received from proposers. Assist in the development of addenda to procurement documents;
- Assist SBCTA with the evaluation of Statements of Qualifications (SOQ), Proposals (including technical proposals and concepts, price/cost proposals, and schedules), potential conflicts of interest, conformance with procurement submittal requirements (including insurance, payment and performance, safety certification requirements, and business structure), and other deliverables, including preparation of technical analysis and reports;
- Assist in contract negotiations and the award process following selection; and
- Participate and help conduct advance industry review meetings and processes (if applicable) and post-shortlist and selection debriefing meetings; and assist SBCTA with any protests.
- Consultant shall be directly responsible to:
  - Work with the Proposed Project Team to present/identify alternatives, analyze, and make recommendations to SBCTA and OIAA for the structure of the future Proposed Project-related procurement for design-build to best accomplish the necessary planning, development, design, procurement, and construction of the Proposed Project;
  - Prepare and/or refine SOWs/technical provisions that have been prepared by others for the procurements for the DBOM and environmental mitigation work;
  - Incorporate lessons learned from recent SBCTA procurements, projects and other relevant projects involving design-build and emerging technology across the region, state and/or nation;
  - Incorporate strategies, action plans, performance criteria, and other requirements in the areas of risk management, performance metrics, asset management, customer service, communication, and marketing;
  - Refine and/or further develop, as required, technical documents that have been prepared by others, including plans, exhibits, maps, cost estimates, etc., for these same procurements;
  - Plan and prepare various procurement schedules to meet overall Proposed Project development schedule goals;
  - Plan and coordinate any necessary review of procurement documents with the Stakeholders and Metrolink, FAA, Caltrans, and other agencies;

- Plan, organize and lead internal team meetings and external meetings with industry and shortlisted proposers related to SBCTA procurements;
- Assist SBCTA with the analysis of Alternative Technical Concepts (ATCs) submitted by the proposers;
- Help identify, accumulate, review, index and catalogue relevant reference documents for the procurements;
- Prepare certain correspondence, documentation, and presentations for SBCTA approval related to procurements and contract awards; and
- Plan, administer, and perform related tasks associated with procurement processes, including organizing proposal evaluation teams, internal procurement meeting organization and administration, external industry events and meetings, facility reservations and setup, and related tasks.

#### **C.4 Labor Compliance – Disadvantaged Business Enterprise (DBE)**

Consultant shall support the preparation of the Proposed Project bid/contract specifications containing appropriate and current language concerning State prevailing wage requirements, Federal Davis-Bacon Act requirements and apprentice requirements, and provisions to be included in the DBOM and other contracts, as applicable. Services include responding to contractor comments and providing technical assistance on all labor compliance requirements, as necessary. Labor compliance shall also include:

- Development of a “Federal On-the-Job Training (OJT) Participation” goal, as necessary, and ensure that all required OJT provisions, labor compliance forms, and applicable Federal prevailing wage determinations are included in the applicable contracts;
- Develop processes and procedures for labor compliance functions in accordance with State and Federal requirements and the Caltrans Local Assistance Procedures Manual;
- Develop planned labor compliance activities as part of the PMP, including roles and responsibilities;
- Determine and update the Federal general wage determinations, as necessary, based on wage rate amendments and the Federal “10-Day rule” found under 29 CFR Section 1.6(c) (3);
- Determine applicable State prevailing wage rate determinations applicable to the Proposed Project based on the Proposed Project’s bid advertise date;
- Prepare a pre-bid meeting checklist designed to facilitate review of all labor compliance requirements, including applicable prevailing wage requirements and potential proposers;

- Verify compliance with California's Department of Industrial Relations (DIR) requirements for labor compliance, including:
  - Provide technical guidance and coordinate with SBCTA to establish the appropriate reporting requirements and information necessary for the DIR to perform labor compliance on the Proposed Project;
  - Provide periodic audits of DBOM, and other contractor's compliance with DIR requirements and information needed for labor compliance monitoring;
  - Support SBCTA with coordinating with DIR, as necessary, on its performance of Proposed Project review audits and site interviews; and
  - Periodically review with SBCTA its compliance with State and Federal requirements for labor compliance.
- Observe and monitor DBOM's and other contractors' labor relations with labor organizations on behalf of SBCTA, periodically review labor practices on the Proposed Project, and discuss labor issues with the DBOM, and other contractors, as appropriate, to mitigate potential for delays to Proposed Project completion. Make recommendations, as appropriate, on resolution of labor issues to SBCTA;
- Monitor DBOM, and other contractors for compliance with Labor Code requirements and provisions for labor harmony on the Proposed Project;
- Develop a DBE Contractor Performance Plan requirement for inclusion in the applicable contracts;
- Develop an annual DBE reporting update requirement for inclusion in the applicable contracts;
- Consider and develop contract-specific DBE goals for applicable procurements in accordance with applicable Federal oversight requirements;
- Participate in workgroup meetings relative to the development and finalization of all applicable DBE solicitations and contractual provisions;
- Confirm contractor-claimed DBE participation crediting in conformance with 49 CFR Part 26 and Federal oversight requirements, including Commercially Useful Function (CUF) provisions;
- Conduct Good Faith Efforts reviews of proposers for compliance with all DBE contract-specific goal requirements, as necessary, to determine responsiveness to applicable requirements;
- Review DBOM, and other applicable contractors' DBE reports for accuracy and coordinate with contractors to reconcile discrepancies;
- Participate in quarterly, or as necessary, DBE Compliance meeting with DBOM; and

- Provide oversight of DBE and labor compliance activities of the DBOM and other applicable contractors and general support to SBCTA, including compliance by the contractor with their DBE Performance Plan, and Federal, State, and Local requirements for prevailing wages and Davis-Bacon Act requirements.

### **C.5 Document Controls Management**

- In coordination with the Stakeholders, Metrolink, UPRR and Caltrans, consultant shall provide, implement and maintain an SBCTA-Consultant document collaboration portal for all Proposed Project communications;
- Oversee integration of this electronic document collaboration portal, including administration, with the DBOM's document control systems, once identified;
- Provide ongoing document management and control of all DBOM and other contractor submittals and correspondence. Integrate the DBOM and SBCTA document management procedures and tools in support of transmittal, submittal processing, and approval requirements. This activity will include all Proposed Project documentation for design reviews, Requests for Information (RFIs), and all other submittals. Maintain the tools, filing, storage, and retention of Proposed Project documentation. Consultant shall assist and support SBCTA and other Proposed Project Team staff with the proper authorizations, instruction and use of the system to facilitate the effective document management throughout completion of the Proposed Project.

## **D. Project Controls**

In coordination with the Stakeholders, provide overall Proposed Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the PCM, DBOM, and other related Proposed Project contracts including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Proposed Project. The specific Proposed Project controls activities planned include the following:

### **D.1 Project Controls Management**

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures. Review the monthly invoices for the DBOM to maintain conformance with the Work Breakdown Structure (WBS) cost structure;
- Establish a Project Management Control System (PMCS)
  - Configure and deploy a Sharepoint-based program management control system (PMCS) to enable execution of all elements of the Scope of Work as stated in this document. Configuration includes gathering requirements for functional modules such as document control, action tracking, reporting, etc., and implementing those requirements.

- Configure and deploy a requirements verification system to enable structured oversight and verification of DBOM contractual requirements. System to include the capability for implementing a risk-based audit plan (RBAP) and documenting the results of all audits/oversight activity.
- Provide monthly trend registers, cost, and schedule reports on Proposed Project performance in conjunction with, the DBOM reporting requirements. Reporting will be provided in an agreed upon format on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Proposed Project performance monitoring;
- Update and document changes in the Proposed Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by the Stakeholders, and FAA;
- Perform periodic reviews and analyses of the DBOM cost performance, as appropriate, to determine trends that may result in potential claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, SBCTA program costs that are external to PCM contract. This will include costs associated with the Proposed Project that are incurred through other agreements, in accordance with State, Federal, Local or Railroads requirements, or as otherwise defined under the PCM contract.

## **D.2 Cost Engineering**

- Prepare monthly invoices for contract services with adequate budget allocation for actual costs incurred; check for compliance with contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to SBCTA questions or comments on invoicing;
- Develop budgeting for work tasks for Consultant activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support for internal management and client needs;
- Review monthly invoices/progress payments submitted by the DBOM as to compliance with contract requirements and progress achieved on the Proposed Project; and
- Coordinate development of reports related to SBCTA program costs that are external and internal to the PCM contract. Coordinate with DBOM to develop additional reports, as necessary.

## **D.3 Scheduling**

- Prepare and maintain an overall Proposed Project schedule and coordinate with all Proposed Project activities to schedule updates and provide monthly reporting to SBCTA. Include identification and analysis of resource constraints and requirements, as appropriate, and any constraints to costs and cash flow;
- Provide schedule analyses, as required, to address schedule issues and concerns resulting from Proposed Project activities, either of Caltrans, SBCTA, OIAA, and/or Consultant, or of the DBOM. In addressing issues, determine and recommend recovery actions, including resource and cash flow requirements;
- Review the DBOM design and construction schedule to monitor compliance with their contracts, and incorporate their schedules into the master program schedule. Provide analysis and document all schedule changes and their impacts to the baseline schedule, and request and analyze recommendations of DBOM recovery plans;
- Participate in weekly DBOM meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Proposed Project schedules;
- Schedule, coordinate, and attend meetings, as necessary, to support Proposed Project schedule activities, including preparation of agendas, meeting minutes, and action items; and
- Provide monthly schedule reports on Proposed Project performance in conjunction with DBOM reporting requirements. Provide any other necessary supports deemed required to support Proposed Project performance monitoring.

#### **D.4 Cost Estimating**

- Consultant shall review the current project cost estimate and budget and prepare a new cost estimate and firm budget for the Proposed Project, including the provision for contingencies and escalations, and submit to SBCTA for approval. The cost estimate and budget shall be updated quarterly as new information is developed, changes to the budget shall be tracked as variances, and SBCTA shall be notified on a prompt and regular basis. Any change or variance from the Proposed Project budget will be submitted to SBCTA for approval;
- Provide review and analyses of potential CCOs submitted by the DBOM, including presentation of cost and schedule impacts, solutions to mitigate impacts, and recommendations to SBCTA and other stakeholder agencies for approval; and
- Provide estimating support, as necessary, to review and analyze DBOM changes and value engineering proposals. Provide recommendations to SBCTA.



## E. Construction Management

In coordination with the Stakeholders, provide Construction Management services for supporting construction OV administration and compliance with contract requirements by the DBOM. The Consultant shall provide administrative management, staff and related support services necessary to perform the construction OV effort as outlined within Section A.5. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with the Stakeholders in efficiently and jointly performing construction OV tasks. These services include:

### E.1 Construction Management

- Organize, schedule and conduct a pre-construction conference that includes DBOM and all agencies and utilities, that will be participating in the Proposed Project and other impacted projects within the limits of the Proposed Project. Provide all meeting support services such as meeting notices and meeting minutes;
- Provide and implement a construction management staffing plan that effectively integrates with OIAA's, Metrolink's, Caltrans', UPRR's, City of Rancho Cucamonga's, and City of Ontario's roles, responsibilities, and staffing for the Proposed Project and provides the necessary resources and capabilities to oversee and monitor the quality of construction work performed by the DBOM. The staffing plan should strategically recognize the various agencies' key roles as facility owners, Proposed Project advisors and approving agencies, hence, OV efforts should be performed together jointly in collaboration with PCM, SBCTA, and the Stakeholders staff as one team - functioning as one streamlined, cohesive OV effort and minimizing a duplication of staffing, efforts and reviews;
- Monitor the DBOM overall planning of construction activities to identify critical milestones and priorities, and determine budget estimates and staffing requirements for the defined scope and schedule;
- Prepare and submit the monthly report of construction activity and progress that relates to DBOM progress and compliance to contract requirements;
- Field monitor DBOM construction activities and compliance with their safety plan. Note concerns or deficiencies immediately to DBOM for their implementation of corrective measures;
- Develop/implement a field issue resolution program, including issue identification and resolution by the DBOM, or other appropriate agencies;
- Observe and identify all potential changes in SOW based on DBOM activities, review CCOs submitted, and perform required analyses and recommendations to SBCTA for disposition;
- Review work status and recommend to SBCTA when the Proposed Project is substantially complete. Prepare a summary of the status of the work of DBOM and a "punch list" of any incomplete work or work that does not conform to

the contract documents. Coordinate and assist SBCTA, City and Railroads in conducting final inspections and oversee completion of all work. Recommend transition from construction to maintenance phase to SBCTA for DBOM Proposed Project; and

- Certify the amount of the final payment due to DBOM and assist SBCTA with the processing of any final contract changes. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to City and Railroads. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock; and
- Track and monitor DBOM Contractor's compliance with the project's mitigation monitoring plan.

## **E.2 Construction Services & Administration**

- Serve as the primary liaison between Proposed Project team, ensuring timely and accurate distribution of information and materials;
- Establish and maintain Proposed Project records. Proposed Project record keeping shall include, correspondence, memoranda, contract documents, RFIs, CCOs, claims, SBCTA directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, and quantity calculations, measurements and daily Extra Work Reports that support progress payments, and other pertinent documents. Consultant shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers;
- Research and compile statistical information and related data and produce special or recurring reports and complete special projects as assigned; maintain and monitor the operating budget as directed;
- Establish and maintain document archiving and retrieval systems (both electronic and hard copy), prioritizing the flow of Proposed Project reports/correspondence, and ensuring timeliness in the handling, processing, and resolution of requests, requirements, or problems;
- Establish and maintain follow-up files and confidential files for Proposed Project team;
- Make recommendations for additions or revisions to existing Proposed Project practices and policies. Serve as focal point for gathering newly published policies and the dissemination of materials; and
- Maintain the Proposed Project team meetings calendar. Assist Proposed Project team in coordinating meetings.

## **E.3 Construction Oversight**

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the tunnel work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DBOM Contractor including those related to all environmental commitments;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Oversee compliance with the plans, specifications, shop drawings, and material data submittals by the DBOM; bring to the DBOM's attention recommended modifications to the special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress and budget performance;
- Monitor the DBOM construction QC programs, including the adequacy of capability of QC resources. In accordance with the Consultant's approved OV Plan, perform construction process assessments of the DBOM construction QC and QA processes, and management system audits of the implementation of construction-related activities against approved management plans. Oversee and provide, as necessary, notification to the DBOM of rejected work when it is the PCM's opinion that the work or materials do not conform to the requirements of the DBOM contract documents;
- In accordance with the Consultants' approved OV Plan, perform all source inspections and bring up concerns or deficiencies immediately to the DBOM for corrective measures;
- In accordance with the Consultant's approved OV Plan, perform independent verification of DBOM's construction inspections and material testing by statistical sampling, and comparing the results to the DBOM's Quality Program's results, and bring up concerns or deficiencies immediately to the DBOM for corrective measures;
- Monitor compliance of DBOM safety plans and note concerns or deficiencies immediately to DBOM for their implementation of corrective measures;
- Record daily progress of the Proposed Project with accurate and complete daily construction oversight reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed and geolocated for easy retrieval;
- Review all detour, lane closure, temporary access, signing, delineation, and traffic management and control plan for compliance with contract TMP requirements and all safety laws and regulations. Notify any deficiencies to DBOM for their immediate correction and compliance. Communicate any special notices to the public outreach team;

- Observe and identify all potential changes in SOW based on DBOM activities, and review CCOs submitted, perform required analyses, and present recommendations to SBCTA for disposition. Maintain separate log and files to document all potential and actual changes;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor DBOM Contractor's compliance with electrical, systems, and tunnel ventilation work, including review of factory acceptance testing, field acceptance testing, and commissioning.
- Monitor DBOM compliance with field inspection and surveys of properties adjacent to the Proposed Project to monitor possible ground movement or structural damage to properties that may be caused by the works;
- Monitor DBOM Contractor's compliance with required field inspection and surveys, and reporting related to all environmental commitments including pre-construction, construction, and post construction, Including but not limited to soils off-hauling and contaminations, noise monitoring, paleontological monitoring; toxic contaminate reporting, cultural resources, and others. Notify any deficiencies to DBOM for their immediate correction and compliance;
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work;
- Coordinate and oversee DBOM compliance with Metrolink and UPRR requirements for flagging and construction work windows;
- Ensure that all test reports and records and noncompliance reports are satisfactorily resolved; and
- Monitor and prepare daily construction oversight report of railroad flagging.

**E.3.1 ONT Airport Station – Underground Option (Include here as a possible future optional task for information only. Base scope assumes two surface stations at ONT)**

- Provide specialized construction oversight personnel experienced in underground transportation construction practices, performing activities outlined in section E.3.

**E.4 Office Engineering**

- Coordinate with DBOM for completion and submittal of final record drawings or as-built drawings. The record drawings and documents shall be prepared and submitted in conformance with the contract requirements;
- Monitor and ensure that the DBOM maintain a detailed photographic history of the Proposed Project in compliance with their contract, including labels with location, direction of view, date, time, and any information of interest.

Photographs shall be maintained in an electronic indexed album or SBCTA-approved software. Photographs shall include, but not be limited to, conditions prior to construction, during construction, changes to detours, barricade placement, disputed work, rejected work, and completed work;

- Verify that DBOM's construction personnel are using the latest approved project plans; and ensure that Construction Oversight personnel receive and distribute Proposed Project plans and documents throughout the Proposed Project term;
- Perform general construction office duties relating to administration of construction contracts, such as processing extra work invoices, preparing progress estimates, and filing documents;
- File and process DBOM's Quality Team's reports and the corresponding Construction Oversight's OV's reports regarding construction's compliance with plans, quality of work, and technical specifications, including review of selection/use of computer-based processes to compile engineering data, horizontal and vertical alignments, curve computations, and preparation of as-built plans;
- For schedule/work activities where the need is identified, prepare quantity calculations and quantity sheets for payment purposes and review calculations prepared by Tunnel and Structures Construction Oversight teams;
- Prepare or assist in the preparation of CCOs, for the purpose of making alterations, deviations, additions to, or deletions from the plans and specifications to ensure proper completion or construction of the contract by gathering critical information necessary and interpreting technical reports and data to assist DBOM's in determining a feasible solution;
- Resolve/close out RFIs and CCOs timely;
- Coordinate between field personnel in tracking and logging all field documents, including reports and daily Progress Reports;
- Track and document all safety procedures and reports;
- Track and document all environmental and stormwater pollution prevention-related reports and inspections and coordinate with the environmental personnel on the Proposed Project;
- Track, monitor, and document all roadway closures on the Proposed Project;
- Develop, maintain, and update Proposed Project's contact matrix and assure posting and distribution to the Proposed Project's team;
- Provide the tracking and maintenance of Proposed Project work schedules, analyses, technical and production reports, and other documentation as required;

- Organize, prepare, and conduct field site investigations and visitations from the Stakeholders, Metrolink, Caltrans, FTA, FAA, and UPRR personnel to confirm Proposed Project progress, conduct studies, or any other purpose; and
- Schedule, coordinate, and attend meetings, as necessary, to support Proposed Project oversight and construction activities, including the preparation of meeting materials, agendas, minutes, and action item list.
- Track mitigation costs and verify expenses for all right of way and railroad mitigation work.

## **E5 Environmental**

- Coordinate with environmental team for reviews of CCO's for compliance with environmental document and commitments.
- Provide review and oversight of DBOM's actions taken to bring project into compliance with the environmental documents and commitments if a CCO is not in compliance and advise SBCTA of the results.
- Assist SBCTA or prepare for SBCTA monthly summary tracking reports for all environmental monitoring activities, commitments, and issues and their resolution for input into the required FTA quarterly compliance reporting meetings.
- Assist SBCTA in the preparation of quarterly compliance reports during full construction duration and attend all quarterly meetings with SBTCA to present results;
- Oversee DBOM's completion of construction environmental commitment closeout report/form;
- Resolve/close out RFIs and CCOs timely;
- Coordinate between field personnel in tracking and logging all field documents, including reports and daily Progress Reports;
- Track and document all safety procedures and reports;
- Track and document all environmental and stormwater pollution prevention-related reports and inspections and coordinate with the environmental personnel on the Proposed Project;
- Track, monitor, and document all roadway closures on the Proposed Project;
- Develop, maintain, and update Proposed Project's contact matrix and assure posting and distribution to the Proposed Project's team;
- Provide the tracking and maintenance of Proposed Project work schedules, analyses, technical and production reports, and other documentation as required;



- Organize, prepare, and conduct field site investigations and visitations from the Stakeholders, Metrolink, Caltrans, FAA, and UPRR personnel to confirm Proposed Project progress, conduct studies, or any other purpose; and
- Schedule, coordinate, and attend meetings, as necessary, to support Proposed Project oversight and construction activities, including the preparation of meeting materials, agendas, minutes, and action item list.
- Track mitigation costs and verify expenses for all right of way and railroad mitigation work.

#### **F. Establishment of Maintenance and Interim Operations**

In coordination with the Stakeholders, provide overall Establishment of Maintenance and Interim Operations administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the PCM, DBOM, SBCTA, and OIAA, including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the facility. While it is expected that the operation period covered by the DBOM contract will be limited, oversight by the PCM shall ensure compliance with all regulatory requirements and development of a structure that functions as permanent. The specific Establishment of Maintenance and Interim Operations activities include the following:

- Oversee development of the DBOM Maintenance and Interim Operations Plan including identification of all activities, frequency, and replacement interval, if applicable; and
- Ensure compliance with Federal, State, and Local agency requirements; and
- Make recommendations to SBCTA and OIAA for modifications and approval; and
- Develop and certify a list of all assets, including furniture, fixtures, and equipment, generated as a result of the Proposed Project and their general location; and

Develop and certify a list of all items to be included in a potential lease of equipment with justification and recommended term.

#### **G. Facilities Provided by SBCTA**

- Prior to the start of construction, SBCTA agrees the Consultant can work from their existing offices and agrees to the predominate use of virtual meeting platforms. Once construction commences, a co-located field office will be provided by the DBOM contractor with adequate space and furnishings to support the Consultant's Construction Management team throughout the duration of construction activities.
- The Consultant shall be reimbursed for direct costs associated with personal protective equipment, office supplies, printing, postage and project-specific management software.



**H. Other Direct Costs.**

Other Direct Costs shall be reimbursed at Consultants's actual cost and shall include travel and related expense, parking, tolls, deliveries, film, photo developing, facsimiles, CADD/computer usage, printing/copying and plan reproduction and blue print services expenses directly associated with the Proposed Project. Consultant travel must be pre-authorized by SBCTA and reimbursed based on associated eligible costs. Per Diem reimbursements shall be based on SBCTA shall be given a minimum of five (5) business days to review travel requests. Consultant shall use available local staff when available, however, SBCTA recognizes that specialty staff will be required that are not available in the local area.

In accordance with Contract invoicing procedures, Other Direct Costs shall require appropriate documentation for reimbursement. In indicative estimated cost is provided in the Exhibit B "Fee schedule".

**EXHIBIT “B”**  
**COST PROPOSAL**  
**Fee Schedule**

ATTACHMENT B-1 SUMMARY OF PCM LABOR HOURS AND FEE (NTP1 + NTP2)					
ITEM#	Activities / Phase	PCM Initial NTP1		PCM Subsequent NTP2	
		Labor Hours	PCM Fee	Labor Hours	PCM Fee
<b>A</b>	Project Management	11,688	\$ 3,210,784	7,232	\$ 2,548,105
<b>B</b>	Design Management	12,808	\$ 2,765,164	11,324	\$ 2,698,140
<b>C</b>	Contract Management and Procurement Services	4,648	\$ 1,026,818	5,872	\$ 1,270,044
<b>D</b>	Project Controls	2,320	\$ 447,111	2,880	\$ 537,488
<b>E</b>	Construction Management	200	\$ 45,257	35,488	\$ 6,521,531
<b>F</b>	Establishment of Maintenance and Interim Operations	96	\$ 35,562	3,960	\$ 782,735
	<b>SUBTOTAL &gt;&gt; Labor Fee</b>		<b>\$ 7,530,695</b>		<b>\$ 14,358,043</b>
	<b>Fixed Fee (9.5%)</b>		\$ 715,416		\$ 1,364,014
	<b><u>Total Fee &gt;&gt;</u></b>		<b><u>\$ 8,246,111</u></b>		<b><u>\$ 15,722,057</u></b>
	Travel, Boarding, Lodging, Airfare, Local Mileage		\$ 261,101		\$ 1,062,102
	Other Costs (Office Supplies, Vehicles, SBE/DBE Admin Fee)		\$ 567,898		\$ 1,081,159
	<b>GRAND TOTAL</b>		<b>\$ 9,075,110</b>		<b>\$17,865,318</b>

# Consultant Fee Schedule

23.c

Role	Rate
Ian Choudri	\$ 500.68
Anthony Bauer	\$ 211.38
Carie Montero	\$ 230.45
David Norfleet	\$ 265.88
Mike Wongkaew	\$ 297.80
Erik Blum	\$ 392.30
Greg Krueger	\$ 278.11
Andy Stone	\$ 226.28
Nancy Voltura	\$ 223.09
Basem Muallem	\$ 405.68
Administrative Assistant	\$ 90.67
CALTRANS Structures Rep	\$ 264.89
Deputy Project Manager	\$ 182.63
Design Manager	\$ 240.39
Document Controls Manager	\$ 205.82
Electrical Inspector	\$ 140.08
Environmental Manager	\$ 218.01
Environmental Technical Specialist	\$ 149.63
FTA Specialist	\$ 440.79
Junior Contracts Manager	\$ 155.43
Junior Fire Life Safety Engineer	\$ 155.43
Junior Safety Certification Engineer	\$ 112.54
Junior Systems Engineer	\$ 155.43
Labor Compliance Manager	\$ 123.58
Lead Architect	\$ 245.99
Lead Utility Engineer	\$ 258.81
Principal Civil Engineer	\$ 398.72
Principal Electrical Engineer	\$ 191.49
Principal Engineering Geologist	\$ 272.93
Principal Fire Life Safety Engineer	\$ 268.79
Principal MOT Engineer	\$ 249.10
Principal Tunnel Cost Estimator	\$ 373.65
Principal Tunnel Engineer	\$ 310.65
Principal Tunnel Ventilation Engineer	\$ 284.74
Project Controls Manager	\$ 245.14
Public Outreach Manager	\$ 203.51
Quality Manager	\$ 192.32
Risk Manager	\$ 518.09
ROW Engineer	\$ 248.42
Safety Certification Manager	\$ 362.99
Safety Manager	\$ 200.85
Scheduler	\$ 136.87
Senior Architect	\$ 230.78
Senior Civil Engineer	\$ 207.24
Senior Contracts Manager	\$ 301.74
Senior Electrical Engineer	\$ 207.24
Senior Environmental Planner	\$ 212.83
Senior Geotechnical Engineer	\$ 465.30
Senior Management Review	\$ 373.65
Senior Project Analyst	\$ 126.00
Senior Safety Certification Engineer	\$ 269.85
Senior Stakeholder Coordinator	\$ 284.74
Senior Surveyor	\$ 163.26
Principal Systems Engineer	\$ 370.44
Senior Systems Engineer	\$ 239.36
Senior Ventilation Engineer	\$ 108.59
Station Assistant Resident Engineer	\$ 116.57
Station Inspector	\$ 140.08
Station Resident Engineer	\$ 183.18
Structural Engineer	\$ 207.24
Surveyor	\$ 108.84
Systems Engineering Manager	\$ 227.13
Systems Inspector	\$ 259.05
Systems Technical Specialist	\$ 354.69
Tunnel Assistant Resident Engineer	\$ 116.57
Tunnel Cost Estimator	\$ 155.43
Tunnel Inspector	\$ 172.41
Tunnel Resident Engineer	\$ 193.96

Attachment: Exhibit A Scope and Exhibit B Fee to Print (7215 : Contract No. 21-1002452 with HNTB for PCM Services for Emerging Technology

# **ADDITIONAL INFORMATION**

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2020

Name	Jan	Feb	March	April	May	May 14 Special Mtg.	June	June 11 Special Mtg.	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Robert A. Lovingood</b> Board of Supervisors	X		X	X	X	X	X	X	X		X	X	X	X
<b>Janice Rutherford</b> Board of Supervisors	X			X	X	X	X	X	X		X	X	X	X
<b>Dawn Rowe</b> Board of Supervisors	X		X	X	X	X	X	X	X		X	X	X	X
<b>Curt Hagman</b> Board of Supervisors	X		X	X	X	X	X	X	X		X	X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X		X	X	X	X		X	X		X		X	X
<b>Gerardo Hernandez</b> City of Adelanto	X		X	X	X	X	X	X	X		X	X		
<b>Gabriel Reyes</b> City of Adelanto				X	X								X	X
<b>Art Bishop</b> Town of Apple Valley	X		X	X	X		X	X	X		X	X	X	
<b>Julie McIntyre</b> City of Barstow			X	X	X	X	X	X	X		X	X	X	X
<b>Bill Jahn</b> City of Big Bear Lake	X		X	X	X	X	X	X	X		X	X	X	X
<b>Eunice Ulloa</b> City of Chino	X		X	X	X	X	X		X		X	X	X	X
<b>Ray Marquez</b> City of Chino Hills	X		X	X	X	X	X	X	X		X	X	X	X
<b>Frank Navarro</b> City of Colton	X		X	X	X	X	X	X	X		X	X	X	X
<b>Acquanetta Warren</b> City of Fontana	X		X	X	X	X	X	X	X		X	X	X	X
<b>Darcy McNaboe</b> City of Grand Terrace	X		X	X	X	X	X	X	X		X	X	X	X

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2020

Name	Jan	Feb	March	April	May	May 14 Special Mtg.	June	June 11 Special Mtg.	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Rebekah Swanson</b> City of Hesperia	X		X	X	X	X	X	X	X		X	X	X	X
<b>Larry McCallon</b> City of Highland	X		X	X	X	X	X	X	X		X	X	X	X
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda	X		X	X	X	X	X		X		X	X	X	X
<b>John Dutrey</b> City of Montclair	X		X	X	X	X	X	X	X		X	X	X	X
<b>Edward Paget</b> City of Needles			X		X	X	X				X	X		X
<b>Alan Wapner</b> City of Ontario			X	X	X	X	X	X	X		X	X	X	X
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X		X	X	X	X	X	X	X		X	X	X	X
<b>Toni Momberger</b> City of Redlands	X		X	X	X	X	X	X	X		X	X	X	X
<b>Deborah Robertson</b> City of Rialto	X		X	X	X	X	X		X		X		X	X
<b>John Valdivia</b> City of San Bernardino	X			X	X	X	X	X	X		*	X	X	X
<b>Joel Klink</b> City of Twentynine Palms	X		X	X	X	X	X	X	X		X	X	X	X
<b>Debbie Stone</b> City of Upland	X		X	X	X		X	X	X		X	X	X	X
<b>Jim Cox</b> City of Victorville	X		X	*	*	X	X	X			*	*		*
<b>David Avila</b> City of Yucaipa	X		X		X	X		X	X		X	X	X	X
<b>Rick Denison</b> Town of Yucca Valley	X		X	X	X	X	X	X	X		X		X	X
<b>Michael Beauchamp</b> Ex-Official Member	X		Diane Morales	X	X		X		X		X	Jamal Elsaleh	X	X

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting Crossed out box = not a Board Member at the time. Shaded box=no meeting



This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at 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. 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

**Acronym List**

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
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a meeting remotely on Thursday, November 19, 2020. The following is a summary of the meeting.

### **Adoption of 2021 Meeting Schedule**

The MSRC adopted its 2021 meeting schedule. The MSRC will continue to meet on the third Thursday of every month at 2:00 p.m. Its Technical Advisory Committee (MSRC-TAC) will continue to meet on the first Thursday of every month at 1:30 p.m., except for the months of January and December which have been moved to the second Thursday because of holiday conflicts. Both the MSRC and the MSRC-TAC will be dark in July.

### **FYs 2014-16 Work Program**

#### **Transportation Control Measure Partnership Program**

As part of the FYs 2014-16 Transportation Control Measure Partnership Program, the MSRC awarded the Los Angeles County Metropolitan Transportation Authority (Metro) \$2,500,000 towards the expansion of the Willowbrook/Rosa Parks Transit Station. In September, Metro requested an extension due to delays associated with removal of temporary access measures and unexpected requirements related to stormwater release. The MSRC approved the extension at their October 15, 2020 meeting, but the contract modification process was not completed prior to the contract termination date. The MSRC considered and approved a twelve-month replacement contract in the amount of \$2,500,000 as part of the FYs 2014-16 Work Programs.

### **FYs 2016-18 Work Program**

#### **Design, Hosting and Maintenance of the MSRC Website**

The recommendation to award a contract for long-term maintenance of the MSRC website has been delayed, and it is now anticipated that recommendation will be brought forward for the MSRC's consideration within the next two months. The current Contract #MS18003 with Geographics, which covers maintenance of the site, will terminate on February 20, 2021. In order to assure uninterrupted operation of the site pending successor selection and contract finalization, a four-month extension of Contract #MS18003 was recommended. The MSRC considered and approved a \$2,000 contract value increase and a four-month term extension.

## **FYs 2018-21 Work Program**

### **Last Mile Program**

The Last Mile component of the MSRC's Regional Goods Movement Program focuses on reducing emissions from transportation of goods following departure from distribution centers. SCAG proposed two phases of implementation. Phase I focuses on the procurement and commercial deployment of zero emission or near-zero emission heavy- and/or medium-duty on-road trucks with the potential for supporting infrastructure. Phase 2 would conduct robust outreach to expand Phase I projects and coordinate with both public and private sector stakeholders to deploy broader innovative technologies currently being demonstrated by leading last mile delivery companies, particularly in e-commerce use cases.

SCAG developed Program Guidelines for Phase I that include a geographic funding minimum of \$1,250,000 for each county within South Coast AQMD jurisdiction, a minimum 1:1 investment match for each project proposal, and a \$5,000,000 funding maximum per project. SCAG would next issue a Call for Projects in conformance with the Program Guidelines, review submitted proposals in conjunction with the Last Mile Subcommittee and MSRC-TAC and provide a recommended list of projects for final MSRC approval. SCAG would then oversee project implementation and provide evaluation and reports. The MSRC considered and approved SCAG's draft Program Guidelines & Call-for-Projects.

### **Contract Modification Requests**

The MSRC considered seven contract modification requests and took the following actions:

- For the County of Los Angeles, Internal Services Department, Contract ML14030, which provided \$425,000 for Bicycle Racks, Outreach & Education, a seven-month no-cost term extension;
- For the City of Yucaipa, Contract #ML16057, which provided \$380,000 to implement "Complete Streets" pedestrian access project on county line road, a one-year no-cost term extension;
- For the City of Beaumont, Contract #ML18081, which provided \$31,870 to install EV charging infrastructure, substitution of three Level III charging stations for two Level II charging stations and a two-year term extension;
- For the County of Los Angeles Department of Public Works, Contract #ML14027, which provided \$500,000 to construct new CNG stations in Canyon Country and La Puente, reduce the number of time-fill hoses to be installed at the Canyon Country location from six to four, with a corresponding \$8,000 contract value reduction;
- For the Los Angeles Department of Water and Power (LADWP), Contract #ML16022, which provided \$360,000 to purchase 12 heavy-duty natural gas vehicles, reduce the number of vehicles from 12 to 8, with a corresponding \$120,000 contract value reduction and a two-year term extension;

- For the City of South Gate, Contract #ML18146, which provided \$127,400 to purchase five light-duty ZEVs and install EV charging infrastructure, substitute the installation of a Level III charging station for the installation of a Level II charging station at their corporate yard and a three-year term extension; and
- For the City of Riverside, Contract #ML18063, which provided \$383,610 to expand existing CNG stations, substitute the installation of an additional dual-hose CNG dispenser for the installation of a separate fueling island for Police Department at the Lincoln Avenue location, and substitute the installation of two additional CNG storage spheres for the installation of a dual-hose CNG dispenser at the Acorn Street location.

### **Received and Approved Final Reports**

This month, the MSRC received and unanimously approved two final report summaries:

1. Riverside County Transportation Commission, #MS16124, which provided \$253,239.00 for extended freeway service patrols; and
2. City of San Bernardino, #MS18117, for expansion of existing CNG infrastructure.

### **Contracts Administrator's Report**

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2007-08 to the present.

# COMMITTEE MEMBERSHIP



# San Bernardino County Transportation Authority (SBCTA) Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez Vacant R. Ramirez C. Hagman	R. Ramirez	D. Robertson	F. Navarro L. McCallon  L. Michael R. Marquez  C. Hagman
†San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. *Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Acquanetta Warren	Cynthia Moran John Valdivia Vacant	John Dutrey

## Rules of Appointment

1. SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

## Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SBCTA Regional Council Representative serves a two-year term from the date of appointment.

## Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

## Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

## Policy Committees

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

## Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/22
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/21
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Vacant	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/21
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/20 12/31/22
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Valdivia, San Bernardino, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/22 12/31/22

Communication: Appointments to External Agencies (Committee Membership)

## Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4<sup>th</sup> Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/22
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/22
Regional Rideshare Agency - Mobile Source Air Pollution Reduction Review Committee	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The County Transportation Commissions within the South Coast Air Basin operating a rideshare program are identified as the Regional Rideshare Agencies. Ride share programs consist of providing resources and ride matching to commuters to reduce single occupancy vehicle trips, as well as employer support for implementing rideshare programs and reduction plans for the South Coast Air Quality Management District's Rule 2202. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	4/30/22 4/30/22

**Communication: Appointments to External Agencies (Committee Membership)**

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>General Policy Committee</b> Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.  (Brown Act)	<u>West Valley</u> Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga (Chair TC) Acquanetta Warren, Fontana Curt Hagman, Supervisor (Chair MVSS)  <u>East Valley</u> Frank Navarro, Colton (Vice Chair/President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Dawn Rowe, Supervisor  <u>Mountain/Desert</u> Vacant (Chair/Vice President) Art Bishop, Apple Valley Rick Denison, Yucca Valley Vacant (Chair MDC)  Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2021 6/30/2021 6/30/2021 6/30/2021  6/30/2021 6/30/2021 6/30/2021 6/30/2021  6/30/2021 6/30/2021 6/30/2021 6/30/2021
<b>Transit Committee</b> Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.  * SCRRA Primary Member ** SCRRA Alternate Member  (Brown Act)	L. Dennis Michael, Rancho Cucamonga (Chair) Ray Marquez, Chino Hills** (Vice Chair) Frank Navarro, Colton John Dutrey, Montclair** Larry McCallon, Highland* David Avila, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario* Acquanetta Warren, Fontana Dawn Rowe, Supervisor John Valdivia, San Bernardino Vacant	12/31/2021 (6/30/2021) Indeterminate (6/30/202) 12/31/2021 Indeterminate Indeterminate 12/31/2020 12/31/2020 Indeterminate 12/31/2021 12/31/2020 12/31/2020

Communication: Committee Membership (Committee Membership)

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Mountain/Desert Committee</b> Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.  The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.  (Brown Act)	Dawn Rowe, Supervisor (Vice Chair) Gerardo Hernandez, Adelanto Art Bishop, Apple Valley Vacant, Barstow Vacant, Big Bear Lake Rebekah Swanson, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Vacant, Victorville Rick Denison, Yucca Valley Janice Rutherford, Supervisor Paul Cook, Supervisor	Indeterminate (6/30/202 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
<b>Legislative Policy Committee</b> Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member  Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of odd-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.  Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.  (Brown Act)	Frank Navarro, Colton (President) Vacant (Vice President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Alan Wapner, Ontario Art Bishop, Apple Valley Curt Hagman, Supervisor	12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021

### Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.  (Brown Act)	Board of Directors Curt Hagman, Supervisor (Chair) Dawn Rowe, Supervisor (Vice Chair)	6/30/2021 6/30/2021

**Meeting Time:** Second Thursday, 9:30 a.m., SBCTA Office

**I-10 and I-15 Corridor Joint Sub-Committee**

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
<b>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee</b> Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.  (Brown Act)	Alan Wapner, Ontario – Chair Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana Art Bishop, Town of Apple Valley	12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)  Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members  (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Area Regional Transit Authority Needles Area Transit Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works  At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda Medical Center	On-going On-going On-going On-going On-going On-going  5/31/2021 9/30/2023 9/30/2023 6/30/2022 5/31/2021

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Communication: Committee Membership (Committee Membership)



### Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> <li>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</li> <li>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding.</li> <li>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</li> </ul> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Donald Driftmier (A) Gerry Newcombe (B) Wayne Hendrix (C) Rick Gomez (D) Mike Layne (E) Frank Navarro, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>12/31/20 12/31/20 12/31/22 12/31/22 12/31/22 12/31/22</p>

### SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Council of Governments Ad Hoc Committee</b></p> <p>In June 2016, the SBCTA Board President appointed this ad hoc committee.</p>	<p>To provide direction relative to the Council of Governments annual work plan.</p>	<p>Alan Wapner, Ontario – Chair Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Janice Rutherford, Supervisor</p>
<p><b>Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee</b></p> <p>In April 2019, President McNaboe appointed SBCTA members to this ad hoc committee.</p>	<p>To provide policy guidance related to funding allocations and project delivery.</p>	<p>Ron Dailey, Loma Linda (Omnitrans) Penny Lilburn, Highland (Omnitrans) Sam Spagnolo, Rancho Cucamonga (Omnitrans) Darcy McNaboe, Grand Terrace (SBCTA) Dusty Rigsby, Loma Linda (SBCTA) Ray Marquez, Chino Hills (SBCTA)</p>

Communication: Committee Membership (Committee Membership)



<b>Equity Ad Hoc Committee</b> On October 7, 2020, the Board approved the establishment of this ad hoc committee composed of seven Board members appointed by the Board President. Membership consists of the following: - 2 East Valley member - 2 West Valley member - 2 Mountain/Desert member - 1 County member	To look broadly at equity and inequity region-wide both within the practices, policies and projects of SBCTA, as well as policies and issues facing SBCOG's member agencies.	L. Dennis Michael, Rancho Cucamonga Acquanetta Warren, Fontana John Valdivia, San Bernardino Rick Denison, Yucca Valley Darcy McNaboe, Grand Terrace Vacant (Mountain/Desert member) Vacant (County Supervisor)
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### SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<b>Transportation Technical Advisory Committee (TTAC)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors.  The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
<b>City/County Manager's Technical Advisory Committee (CCM TAC)</b> The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.  The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
<b>Planning and Development Technical Forum (PDTF)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.  The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
<b>Project Development Teams</b>	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.  The PDTs are not Brown Act Committees.	Varies with the PDT.



## MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019